

State: Arkansas **Filing Company:** Athene Annuity & Life Assurance Company
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: AN3315(10-12) and AN3316(10-12)
Project Name/Number: /

Filing at a Glance

Company: Athene Annuity & Life Assurance Company
 Product Name: AN3315(10-12) and AN3316(10-12)
 State: Arkansas
 TOI: A05I Individual Annuities- Immediate Non-Variable
 Sub-TOI: A05I.000 Annuities - Immediate Non-variable
 Filing Type: Form
 Date Submitted: 10/12/2012
 SERFF Tr Num: LBLI-128722663
 SERFF Status: Closed-Approved-Closed
 State Tr Num:
 State Status: Approved-Closed
 Co Tr Num: AN3315(10-12) AND AN3316(10-12)

Implementation
 Date Requested:
 Author(s): Jennifer Brett
 Reviewer(s): Linda Bird (primary)
 Disposition Date: 10/17/2012
 Disposition Status: Approved-Closed
 Implementation Date:

State Filing Description:

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General Information

Project Name: Status of Filing in Domicile:
 Project Number: Date Approved in Domicile:
 Requested Filing Mode: Review & Approval Domicile Status Comments:
 Explanation for Combination/Other: Market Type: Individual
 Submission Type: New Submission Individual Market Type:
 Overall Rate Impact: Filing Status Changed: 10/17/2012
 State Status Changed: 10/17/2012
 Deemer Date: Created By: Jennifer Brett
 Submitted By: Jennifer Brett Corresponding Filing Tracking Number:

Filing Description:

These endorsements are for Traditional IRAs, AN3315(10-12), and Roth IRAs, AN3316(10-12), and will be used with immediate annuities. They will be attached to the SPIA-C (approved by your department on 9/24/2012), and all future immediate annuities filed and approved for use in your state. They will be used on a general use basis, individually issued, and marketed by our agents licensed to sell annuities in your state.

To the best of my knowledge and belief, these forms comply with the statutory and regulatory requirements of your state. If you have any questions, please feel free to contact me. Thank you for your consideration.

Company and Contact

Filing Contact Information

Jennifer Brett, Compliance Analyst II jbrett@athene.com
 2000 Wade Hampton Blvd 864-609-1334 [Phone]
 Greenville, SC 29615 864-609-1039 [FAX]

Filing Company Information

Athene Annuity & Life Assurance CoCode: 61492 State of Domicile: Delaware
 Company Group Code: 4734 Company Type:
 2000 Wade Hampton Blvd Group Name: State ID Number:
 Greenville, SC 29602 FEIN Number: 44-0188050
 (864) 609-1334 ext. [Phone]

Filing Fees

Fee Required? Yes
 Fee Amount: \$100.00
 Retaliatory? No
 Fee Explanation: \$50 per form for endorsements filed separately from policy
 Per Company: No

Company	Amount	Date Processed	Transaction #
Athene Annuity & Life Assurance Company	\$100.00	10/12/2012	63767049

SERFF Tracking #:

LBLI-128722663

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	10/17/2012	10/17/2012

Amendments

Schedule	Schedule Item Name	Created By	Created On	Date Submitted
Form	Traditional IRA Endorsement	Jennifer Brett	10/16/2012	10/16/2012
Form	Roth IRA Endorsement	Jennifer Brett	10/16/2012	10/16/2012

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Disposition

Disposition Date: 10/17/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		No
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Form (revised)	Traditional IRA Endorsement		Yes
Form	Traditional IRA Endorsement	Replaced	Yes
Form (revised)	Roth IRA Endorsement		Yes
Form	Roth IRA Endorsement	Replaced	Yes

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AN3315(10-12) AND AN3316(10-12)

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Amendment Letter

Submitted Date: 10/16/2012

Comments:

We have amended this filing by replacing the 2 endorsements with updated language. Both endorsements now include verbiage regarding contemporaneous non-rollover contributions.

Please accept these changed schedule items. Thank you.

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

Form Number	Form Type	Form Name	Action	Form Action Other	Previous Filing #	Replaced Form #	Readability Score	Attachments
AN3315(10-12)	Policy/Contract/Fr aternal Certificate: Amendment, Insert Page, Endorsement or Rider	Traditional IRA Endorsement	Initial					AN3315(10-12).pdf
AN3316(10-12)	Policy/Contract/Fr aternal Certificate: Amendment, Insert Page, Endorsement or Rider	Roth IRA Endorsement	Initial					AN3316(10-12).pdf

State: Arkansas

Filing Company:

Athene Annuity & Life Assurance Company

TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable

Product Name: AN3315(10-12) and AN3316(10-12)

Project Name/Number: /

Form Schedule

Lead Form Number:

Item No.	Schedule Item Status	Form Number	Form Type	Form Name	Action/ Action Specific Data	Readability Score	Attachments
1		AN3315(10-12)	POLA	Traditional IRA Endorsement	Initial:		AN3315(10-12).pdf
2		AN3316(10-12)	POLA	Roth IRA Endorsement	Initial:		AN3316(10-12).pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

The annuitant is the owner of this contract.

The owner has requested that this contract be qualified as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code of 1986 (the Code). Therefore, this contract is amended by the addition of the following sections. In the event of a conflict between a provision in this endorsement and one in the contract, the provision in the endorsement will prevail.

The owner shall comply with the tax qualified plan provisions below to prevent loss of the advantages of tax deferral and to prevent tax penalties.

ARTICLE I

Restriction on Transferability

This contract is for the exclusive benefit of the owner and his/her beneficiaries. It is not transferable by the owner, except for transfer of ownership to the owner's spouse or former spouse under a divorce or separation instrument, as provided by Section 408(d)(6) of the Code. It may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose to any person except us.

ARTICLE II

Permitted Contributions and Limitations on Contributions

- (a) Generally, the single premium payment for the contract must be made with a rollover contribution complying with the provisions of Section 408(d)(3) of the Code. However, we will permit a contemporaneous non-rollover contribution at the time an owner applies for the contract, subject to the limitations described below.
- (b) Except in the case of a rollover contribution (as permitted by Section 402(c), 402 (e)(6), 403(a)(4), 403(b)(8) 403(b)(10), 408(d)(3), or 457(e)(16) of the Code), no contributions will be accepted unless they are in cash. The total of such contributions shall not exceed \$3,000 per year for tax years 2002 through 2004. That contribution limit is increased to \$4,000 for tax years 2005 through 2007 and \$5,000 for 2008 and thereafter.
- (c) After 2008, the limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (d) For owners who have reached the age of 50 before the close of the tax year, the contribution limit is increased to \$3,500 per year for tax years 2002 through 2004, \$4,500 for 2005, \$5,000 for 2006 and 2007, and \$6,000 for 2008 and thereafter. The applicable amount will be adjusted by \$1,000 for any taxable year beginning in 2008 and years thereafter.
- (e) In addition to the amounts described in the paragraph above, an owner may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.
- (f) In addition to the amounts described in the paragraphs above, an owner who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An owner who makes contributions under this paragraph may not also make contributions under paragraph (d) above.
- (g) No contributions will be accepted under a SIMPLE IRA Plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA Plan, prior to the expiration of the 2-year period beginning on the date the owner first participated in that employer's SIMPLE IRA Plan.

ARTICLE III
Distribution of Owner's Interest

- (a) Notwithstanding any provision of this endorsement to the contrary, the distribution of the owner's interest in this IRA shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations there under (the provisions of which are incorporated by reference). If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in this IRA (as shown below in the definition of "interest") must satisfy the requirements of Code § 408 (a)(6) and the regulations thereunder.
- (b) The entire interest of the owner for whose benefit the contract is maintained will be distributed or commence to be distributed no later than the first day of April following the calendar year in which the owner attains age 70 ½ ("required beginning date") over (a) the life of the owner or the lives of the owner and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of the owner or the joint and last survivor expectancy of the owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements set forth in Q&A-2 of Section 1.401(a)(9)-6.
- (c) The distribution periods described in section (b) above of this Article III cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required distribution payment can be made as late as April 1 of the year following the year the owner attains age 70 ½ and must be the payment that is required for one payment interval. The second distribution payment need not be made until the end of the next payment interval.

ARTICLE IV
Minimum Amounts to be Distributed

The requirements of this provision may be met by choosing a payment option under the Payment Options provision of this endorsement and the contract. Such payment option must meet the requirements in Reg. 1.401(a)(9) - 6. We will not be liable for any penalties or taxes related to the owner's or beneficiary's failure to take a required minimum distribution.

The owner of two or more traditional IRA's may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V
Distribution upon Death

- (a) **Death On or After Required Distributions Commence.** If the owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
 - (1) If the designated beneficiary is someone other than the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the owner's death, or, if elected, in accordance with paragraph (b)(3) below.
 - (2) If the owner's sole designated beneficiary is the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death (or by the end of the calendar year in which the owner would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's

designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.

- (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above of this Article V, required distributions are considered to commence on the owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (e) If the sole designated beneficiary is the owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- (f) If the designated beneficiary is the deceased owner's surviving spouse, the spouse may designate a beneficiary, subject to any irrevocable or restricted beneficiary designation under the contract.

ARTICLE VI

Payment Options

The fixed amount or interest income payment option is not available.

ARTICLE VII

Refund of Premiums

Any refund of premiums, other than contributions for a specific tax year which are withdrawn (together with the net income attributable to such contributions) prior to the due date (including extensions) for filing of the owner's federal income tax return for such tax year, will be applied, before the close of the calendar year following the year of refund, toward the payment of future premiums or the purchase of additional benefits.

ARTICLE VIII

Owner's Interest Nonforfeitable

The owner's entire interest in this contract is nonforfeitable.

ARTICLE IX

Reinstatement

Since this contract allows only a single premium payment, no additional premiums, after the initial single premium, are required to keep this contract in force.

ARTICLE X

Annual Reports

We shall furnish the owner annual calendar year reports. These reports shall show the status of the contract and any information on Required Minimum Distributions that are prescribed by the Commissioner of Internal Revenue.

ARTICLE XI

Modification of Provisions

The above provisions are made a part of this contract in order to satisfy the requirements of Section 408(b) of the Internal Revenue Code of 1986, and shall be modified as may become necessary for compliance with the code and applicable Income Tax Regulations. If required by law or regulation, an amendment of this endorsement will become effective only if accepted by the owner.

ARTICLE XII

Definitions

Required Minimum Distribution - The minimum amount that must be distributed each year, beginning with the year containing the owner's required beginning date.

This endorsement is a part of the contract to which it is attached and is effective as of the contract date.

ATHENE ANNUITY & LIFE ASSURANCE COMPANY



John L. Golden
Secretary



**Roth Individual Retirement Annuity Endorsement
(Under section 408A of the Internal Revenue Code)**

**ATHENE ANNUITY & LIFE ASSURANCE COMPANY
PO Box 19087, Greenville, SC 29602**

Check if this endorsement supersedes a prior
Roth IRA endorsement.....

Check if Roth Conversion IRA

The annuitant is the owner of this contract.

The owner has requested that this contract be qualified as a Roth Individual Retirement Annuity (Roth IRA) under section 408A of the Internal Revenue Code of 1986 (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. Therefore, this contract is amended by the addition of the following sections. In the event of a conflict between a provision in this endorsement and one in the contract, the provision in the endorsement will prevail.

The owner shall comply with the tax qualified plan provisions below to prevent loss of the advantages of tax deferral and to prevent tax penalties.

As used within this endorsement, Athene Annuity & Life Assurance Company is the issuer of the Roth IRA.

Limits on Contributions - Generally, the single premium payment for the contract must be made with a qualifying rollover contribution (as defined below). However, we will permit a contemporaneous non-rollover contribution at the time an owner applies for the contract, subject to the contribution limitations described below.

No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA: that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

Except in the case of a Qualified Rollover Contribution or a Recharacterization (as defined below), no contribution will be accepted unless it is in cash and the total of such contributions to all the individual's Roth IRAs for a taxable year does not exceed:

- (a) the Applicable Amount (as defined below); or
- (b) the individual's Compensation (as defined below), if less, for that taxable year.

The contribution described above that may not exceed the lesser of the Applicable Amount or the individual's Compensation is referred to as a "regular contribution". Contributions may be limited as described in the following provisions. However, notwithstanding the dollar limits on contributions, an individual may make a repayment of a qualified reservist distribution described in Code § 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

The Applicable Amount is the amount determined under (a) or (b) below:

- (a) If you are under age 50, the applicable amount is:
 - (1) \$3,000 for any taxable year beginning in year 2002 through 2004;
 - (2) \$4,000 for any taxable year beginning in 2005 through 2007; and
 - (3) \$5,000 for any taxable year beginning in 2008 and years thereafter.
- (b) If you are age 50 or older, the applicable amount is:
 - (1) \$3,500 for any taxable year beginning in 2002 through 2004;
 - (2) \$4,500 for any taxable year beginning in 2005;
 - (3) \$5,000 for any taxable year beginning in 2006 through 2007; and
 - (4) \$6,000 for any taxable year beginning in 2008 and years thereafter.

After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(D). Such adjustments will be in multiples of \$500. If the individual is 50 or older, the applicable amount will be adjusted by \$1,000 for any taxable year beginning in 2006 and years thereafter.

(c) In addition to the amounts described in the paragraphs above, an individual who was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph may not also make contributions under paragraph (b) above.

"Compensation" is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in § 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, § 401(c)(2) shall be applied as if the term trade or business for purposes of § 1.402 included service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not included in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation.

The term "compensation" shall include any amount includible in the individual's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). If you are married and filing a joint return, the greater of your or your spouse's compensation is treated as your own compensation, but only to the extent that your spouse's compensation is not being used for purposes of your spouse making a contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.

Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the Reductions of Cash Contributions provision, below.

Reductions of Cash Contributions - If (a) and/or (b) below apply, the maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (a) or (b).

(a) If the individual makes the regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's nonRoth IRAs for the taxable year; or

(b) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI", defined below) in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution Modified AGI</u>	<u>Phase-out Range</u>	<u>No Contribution</u>
Single or Head Of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow (er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married - Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for the taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

Modified AGI - As used in the above provisions, Modified AGI for a taxable year is defined in Code § 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA.

Recharacterization - A Recharacterization occurs if a regular contribution to a non-Roth IRA is recharacterized (pursuant to the rules in § 1.408A-5 of the regulations) as a regular contribution to this contract, subject to the limits described in the Reductions of Cash Contributions provision.

Qualified Rollover Contribution - A Qualified Rollover Contribution is a rollover contribution meeting the requirements of Code § 408A(e), except that the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code § 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in § 402(c)(8)(B).

Distributions Before Death - No amount is required to be distributed prior to the death of the individual for whose benefit the contract was originally established.

Distribution Upon Owner's Death - Notwithstanding any provision of this contract to the contrary, the distribution of your interest in this contract shall be made in accordance with the requirements of Code § 408(b)(3), as modified by § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as described in the next sentence) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules described below. "Interest" as used in this provision, includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As - 7 and 8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

Upon your death, your entire interest will be distributed at least as rapidly as follows:

- (a) If the designated beneficiary is someone other than your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your designated beneficiary, with such life expectancy determined using the age of your beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (c) below.
- (b) If your sole designated beneficiary is your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year your death (or by the end of the calendar year in which you would have attained age 70 ½, if later), over your spouse's life, or, if elected, in accordance with paragraph (c) below. If your surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse, or, if elected, will be distributed in accordance with paragraph (c) below. If your surviving spouse dies after required distributions commence, any remaining interest will continue to be distributed under the contract option chosen.

Required distributions are considered to commence on the date distributions are required to begin to your surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under a contract meeting the requirements of § 1.401(a)(9) - 6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (c) If there is no designated beneficiary, or if applicable under paragraph (a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your spouse's death in the case of your surviving spouse's death before distributions are required to begin under paragraph (b) above).

Life expectancy is determined using the Single Life Table in Q&A of § 1.401(a)(9) - 9 of the Income Tax Regulations. If distributions are being made to your surviving spouse as the sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a) or (b) above and reduced by 1 for each subsequent year.

The "interest" in this contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As - 7 and 8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits. If your surviving spouse is the sole designated beneficiary, your spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Refund of Premiums - Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

Owner's Interest Nonforfeitable - Your interest in the contract is nonforfeitable.

Restriction On Transferability - This contract is for your exclusive benefit and your beneficiaries. It is not transferable by you, except for transfer of ownership to your spouse or former spouse under a divorce or separation instrument, as provided by Section 408(d)(6) of the Code. It may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose to any person except Athene Annuity & Life Assurance Company.

Reinstatement - Since this contract allows only a single premium payment, no additional premiums, after the initial single premium, are required to keep this contract in force.

Dividends - This contract does not pay dividends. Any refund of contributions other than those attributable to excess contributions arising under the contract will be applied as contributions toward the contract. They will be applied before the close of the calendar year following the year of the refund.

Payment Options - The fixed amount or interest income payment option are not available.

Required Reports - You hereby agree to provide Athene Annuity & Life Assurance Company with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS). We agree to submit to you and the IRS the reports prescribed by the IRS, including any prescribed information on minimum distribution requirements.

Amendment of Provisions - This endorsement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the contract.

Definitions

Annuitant/Owner. The annuitant is the owner of the contract. For purposes of this endorsement, the annuitant/owner is described as "you" or "yours" within this endorsement.

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a traditional IRA to a Roth IRA. A traditional IRA is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

Roth Conversion IRA. A Roth Conversion IRA is a Roth IRA that accepts only IRA Conversion Contributions made during the same tax year.

This endorsement is a part of the contract to which it is attached and is effective as of the contract date.

ATHENE ANNUITY & LIFE ASSURANCE COMPANY



John L. Golden
Secretary

SERFF Tracking #:

LBLI-128722663

State Tracking #:**Company Tracking #:**

AN3315(10-12) AND AN3316(10-12)

State: Arkansas
TOI/Sub-TOI: A05I Individual Annuities- Immediate Non-Variable/A05I.000 Annuities - Immediate Non-variable
Product Name: AN3315(10-12) and AN3316(10-12)
Project Name/Number: /

Filing Company: Athene Annuity & Life Assurance Company

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/12/2012	Form	Roth IRA Endorsement	10/16/2012	AN3316(10-12).pdf (Superseded)
10/12/2012	Form	Traditional IRA Endorsement	10/16/2012	AN3315(10-12).pdf (Superseded)



**Roth Individual Retirement Annuity Endorsement
(Under section 408A of the Internal Revenue Code)**

**ATHENE ANNUITY & LIFE ASSURANCE COMPANY
PO Box 19087, Greenville, SC 29602**

Check if this endorsement supersedes a prior
Roth IRA endorsement.....

Check if Roth Conversion IRA

The annuitant is the owner of this contract.

The owner has requested that this contract be qualified as a Roth Individual Retirement Annuity (Roth IRA) under section 408A of the Internal Revenue Code of 1986 (the "Code") to provide for his or her retirement and for the support of his or her beneficiaries after death. Therefore, this contract is amended by the addition of the following sections. In the event of a conflict between a provision in this endorsement and one in the contract, the provision in the endorsement will prevail.

The owner shall comply with the tax qualified plan provisions below to prevent loss of the advantages of tax deferral and to prevent tax penalties.

As used within this endorsement, Athene Annuity & Life Assurance Company is the issuer of the Roth IRA.

Permitted Contributions and Limitations on Contributions - The single premium payment for the contract must be made as a Qualified Rollover Contribution (as defined below) or as a Recharacterization (as defined below).

No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to § 408 (p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA: that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

Recharacterization. A regular contribution to a non-Roth IRA may be recharacterized pursuant to the rules in § 1.408A-5 of the regulations as a regular contribution to this IRA, subject to the Reductions of Cash Contributions provision, below.

Reductions of Cash Contributions - If (a) and/or (b) below apply, the maximum regular contribution that can be made to all the individual's Roth IRAs for a taxable year is the smaller amount determined under (a) or (b).

(a) If the individual makes the regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the individual's nonRoth IRAs for the taxable year; or

(b) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI", defined below) in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution Modified AGI</u>	<u>Phase-out Range</u>	<u>No Contribution</u>
Single or Head Of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow (er)	\$150,000 or less	Between \$150,000 and \$160,000	\$160,000 or more
Married - Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for the taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 408A(c)(3). Such adjustments will be in multiples of \$1,000.

Modified AGI - As used in the above provisions, Modified AGI for a taxable year is defined in Code § 408A (c) (3)(C) (i) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA.

Recharacterization - A Recharacterization occurs if a regular contribution to a non-Roth IRA is recharacterized (pursuant to the rules in § 1.408A-5 of the regulations) as a regular contribution to this contract, subject to the limits described in the Reductions of Cash Contributions provision.

Qualified Rollover Contribution - A Qualified Rollover Contribution is a rollover contribution meeting the requirements of Code § 408A(e), except that the one-rollover-per-year rule of § 408 (d) (3) (B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). For taxable years beginning after 2005, a qualified rollover contribution includes a rollover from a designated Roth account described in Code § 402A; and for taxable years beginning after 2007, a qualified rollover contribution also includes a rollover from an eligible retirement plan described in § 402(c)(8)(B).

Distributions Before Death - No amount is required to be distributed prior to the death of the individual for whose benefit the contract was originally established.

Distribution Upon Owner's Death - Notwithstanding any provision of this contract to the contrary, the distribution of your interest in this contract shall be made in accordance with the requirements of Code § 408 (b) (3), as modified by § 408A (c) (5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in the IRA (as described in the next sentence) must satisfy the requirements of Code § 408 (a) (6), as modified by § 408A (c) (5), and the regulations thereunder, rather than the distribution rules described below. "Interest" as used in this provision, includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As - 7 and 8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

Upon your death, your entire interest will be distributed at least as rapidly as follows:

- (a) If the designated beneficiary is someone other than your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the remaining life expectancy of your designated beneficiary, with such life expectancy determined using the age of your beneficiary as of his or her birthday in the year following the year of the individual's death, or, if elected, in accordance with paragraph (c) below.
- (b) If your sole designated beneficiary is your surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year your death (or by the end of the calendar year in which you would have attained age 70 ½, if later), over your spouse's life, or, if elected, in accordance with paragraph (c) below. If your surviving spouse dies before required distributions commence, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of your spouse's death, over your spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of your spouse, or, if elected, will be distributed in accordance with paragraph (c) below. If your surviving spouse dies after required distributions commence, any remaining interest will continue to be distributed under the contract option chosen.

Required distributions are considered to commence on the date distributions are required to begin to your surviving spouse. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under a contract meeting the requirements of § 1.401 (a) (9) - 6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (c) If there is no designated beneficiary, or if applicable under paragraph (a) or (b) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of your death (or of your spouse's death in the case of your surviving spouse's death before distributions are required to begin under paragraph (b) above).

Life expectancy is determined using the Single Life Table in Q&A of § 1.401 (a) (9) - 9 of the Income Tax Regulations. If distributions are being made to your surviving spouse as the sole designated beneficiary, your spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to your spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (a) or (b) above and reduced by 1 for each subsequent year.

The "interest" in this contract includes the amount of any outstanding rollover, transfer, and recharacterization under Q&As - 7 and 8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits. If your surviving spouse is the sole designated beneficiary, your spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if your surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

Refund of Premiums - Any refund of premiums (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund, toward the payment of future premiums or the purchase of additional benefits.

Owner's Interest Nonforfeitable - Your interest in the contract is nonforfeitable.

Restriction On Transferability - This contract is for your exclusive benefit and your beneficiaries. It is not transferable by you, except for transfer of ownership to your spouse or former spouse under a divorce or separation instrument, as provided by Section 408(d)(6) of the Code. It may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose to any person except Athene Annuity & Life Assurance Company.

Reinstatement - Since this contract allows only a single premium payment, no additional premiums, after the initial single premium, are required to keep this contract in force.

Dividends - This contract does not pay dividends. Any refund of contributions other than those attributable to excess contributions arising under the contract will be applied as contributions toward the contract. They will be applied before the close of the calendar year following the year of the refund.

Payment Options - The fixed amount or interest income payment option are not available.

Required Reports - You hereby agree to provide Athene Annuity & Life Assurance Company with all information necessary to prepare any reports required by sections 408(i) and 408A(d)(3)(E), Regulations sections 1.408-5 and 1.408-6, or other guidance published by the Internal Revenue Service (IRS). We agree to submit to you and the IRS the reports prescribed by the IRS, including any prescribed information on minimum distribution requirements.

Amendment of Provisions - This endorsement will be amended as necessary to comply with the provisions of the Code, the related regulations, and other published guidance. Other amendments may be made with the consent of the persons whose signatures appear on the contract.

Definitions

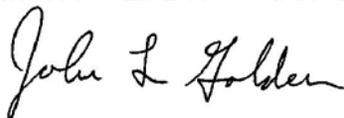
Annuitant/Owner. The annuitant is the owner of the contract. For purposes of this endorsement, the annuitant/owner is described as "you" or "yours" within this endorsement.

IRA Conversion Contributions. IRA Conversion Contributions are amounts rolled over, transferred, or considered transferred from a traditional IRA to a Roth IRA. A traditional IRA is an individual retirement account or annuity described in section 408(a) or 408(b), other than a Roth IRA.

Roth Conversion IRA. A Roth Conversion IRA is a Roth IRA that accepts only IRA Conversion Contributions made during the same tax year.

This endorsement is a part of the contract to which it is attached and is effective as of the contract date.

ATHENE ANNUITY & LIFE ASSURANCE COMPANY

A handwritten signature in black ink that reads "John L. Golden". The signature is written in a cursive style with a large initial "J" and "G".

John L. Golden
Secretary

The annuitant is the owner of this contract.

The owner has requested that this contract be qualified as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code of 1986 (the Code). Therefore, this contract is amended by the addition of the following sections. In the event, of a conflict between a provision in this endorsement and one in the contract, the provision in the endorsement will prevail.

The owner shall comply with the tax qualified plan provisions below to prevent loss of the advantages of tax deferral and to prevent tax penalties.

ARTICLE I

Restriction on Transferability

This contract is for the exclusive benefit of the owner and his/her beneficiaries. It is not transferable by the owner, except for transfer of ownership to the owner's spouse or former spouse under a divorce or separation instrument, as provided by Section 408(d)(6) of the Code. It may not be sold, assigned, discounted, or pledged as collateral or as security for the performance of an obligation or for any other purpose to any person except us.

ARTICLE II

Permitted Contributions and Limitations on Contributions

The single premium payment for the contract must be made with a rollover contribution complying with the provisions of Section 408(d)(3) of the Code.

No contributions will be accepted under a SIMPLE IRA Plan established by any employer pursuant to § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA Plan, prior to the expiration of the 2 year period beginning on the date the owner first participated in that employer's SIMPLE IRA Plan.

ARTICLE III

Distribution of Owner's Interest

- (a) Notwithstanding any provision of this endorsement to the contrary, the distribution of the owner's interest in this IRA shall be made in accordance with the requirements of Code § 408(b)(3) and the regulations there under (the provisions of which are incorporated by reference). If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the interest in this IRA (as shown below in the definition of "interest") must satisfy the requirements of Code § 408 (a) (6) and the regulations thereunder.
- (b) The entire interest of the owner for whose benefit the contract is maintained will be distributed or commence to be distributed no later than the first day of April following the calendar year in which the owner attains age 70 ½ ("required beginning date") over (a) the life of the owner or the lives of the owner and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of the owner or the joint and last survivor expectancy of the owner and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements set forth in Q&A-2 of Section 1.401(a)(9)-6.
- (c) The distribution periods described in section (b) above of this Article III cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.
- (d) The first required distribution payment can be made as late as April 1 of the year following the year the owner attains age 70 ½ and must be the payment that is required for one payment interval. The second distribution payment need not be made until the end of the next payment interval.

ARTICLE IV

Minimum Amounts to be Distributed

The requirements of this provision may be met by choosing a payment option under the Payment Options provision of this endorsement and the contract. Such payment option must meet the requirements in Reg. 1.401(a)(9) - 6. We will not be liable for any penalties or taxes related to the owner's or beneficiary's failure to take a required minimum distribution.

The owner of two or more traditional IRA's may satisfy the minimum distribution requirements described above by taking from one traditional IRA the amount required to satisfy the requirement for another in accordance with the regulations under section 408(a)(6).

ARTICLE V

Distribution upon Death

- (a) **Death On or After Required Distributions Commence.** If the owner dies on or after required distributions commence, the remaining portion of his or her interest will continue to be distributed under the contract option chosen.
- (b) **Death Before Required Distributions Commence.** If the owner dies before required distributions commence, his or her entire interest will be distributed at least as rapidly as follows:
- (1) If the designated beneficiary is someone other than the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death, over the remaining life expectancy of the designated beneficiary, with such life expectancy determined using the age of the beneficiary as of his or her birthday in the year following the year of the owner's death, or, if elected, in accordance with paragraph (b)(3) below.
 - (2) If the owner's sole designated beneficiary is the owner's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the owner's death (or by the end of the calendar year in which the owner would have attained age 70 ½, if later), over such spouse's life, or, if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated beneficiary's remaining life expectancy determined using such beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after required distributions commence to him or her, any remaining interest will continue to be distributed under the contract option chosen.
 - (3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).
 - (4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.
- (c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.
- (d) For purposes of paragraphs (a) and (b) above of this Article V, required distributions are considered to commence on the owner's required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (b)(2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of § 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (e) If the sole designated beneficiary is the owner's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.
- (f) If the designated beneficiary is the deceased owner's surviving spouse, the spouse may designate a beneficiary, subject to any irrevocable or restricted beneficiary designation under the contract.

ARTICLE VI
Payment Options

The fixed amount or interest income payment option is not available.

ARTICLE VII
Refund of Premiums

Any refund of premiums, other than contributions for a specific tax year which are withdrawn (together with the net income attributable to such contributions) prior to the due date (including extensions) for filing of the owner's federal income tax return for such tax year, will be applied, before the close of the calendar year following the year of refund, toward the payment of future premiums or the purchase of additional benefits.

ARTICLE VIII
Owner's Interest Nonforfeitable

The owner's entire interest in this contract is nonforfeitable.

ARTICLE IX
Reinstatement

Since this contract allows only a single premium payment, no additional premiums, after the initial single premium, are required to keep this contract in force.

ARTICLE X
Annual Reports

We shall furnish the owner annual calendar year reports. These reports shall show the status of the contract and any information on Required Minimum Distributions that are prescribed by the Commissioner of Internal Revenue.

ARTICLE XI
Modification of Provisions

The above provisions are made a part of this contract in order to satisfy the requirements of Section 408(b) of the Internal Revenue Code of 1986, and shall be modified as may become necessary for compliance with the code and applicable Income Tax Regulations. If required by law or regulation, an amendment of this endorsement will become effective only if accepted by the owner.

ARTICLE XII
Definitions

Required Minimum Distribution - The minimum amount that must be distributed each year, beginning with the year containing the owner's required beginning date.

This endorsement is a part of the contract to which it is attached and is effective as of the contract date.

ATHENE ANNUITY & LIFE ASSURANCE COMPANY



John L. Golden
Secretary