

State: Arkansas **Filing Company:** The Variable Annuity Life Insurance Company
TOI/Sub-TOI: A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium
Product Name: IRA ENDORSEMENT
Project Name/Number: IRA ENDORSEMENT/IRA ENDORSEMENT

Filing at a Glance

Company: The Variable Annuity Life Insurance Company
Product Name: IRA ENDORSEMENT
State: Arkansas
TOI: A021 Individual Annuities- Deferred Non-Variable
Sub-TOI: A021.002 Flexible Premium
Filing Type: Form
Date Submitted: 12/10/2012
SERFF Tr Num: AGNN-128803986
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: ROTHEGTR-1212

Implementation
Date Requested:
Author(s): Erica Williams
Reviewer(s): Linda Bird (primary)
Disposition Date: 12/13/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

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General Information

Project Name: IRA ENDORSEMENT Status of Filing in Domicile: Pending
Project Number: IRA ENDORSEMENT Date Approved in Domicile:
Requested Filing Mode: Domicile Status Comments:
Explanation for Combination/Other: Market Type: Individual
Submission Type: New Submission Individual Market Type:
Overall Rate Impact: Filing Status Changed: 12/13/2012
State Status Changed: 12/13/2012
Deemer Date: Created By: Erica Williams
Submitted By: Erica Williams Corresponding Filing Tracking Number:

Filing Description:

We are submitting the attached forms for your approval due to recently published IRS modifications to IRAs. The IRS published a List of Required Modifications (LRMs) thereby amending IRA Endorsements for use with IRAs.

To the best of our knowledge and belief, this submission is in compliance with the statutes and regulations of your state and contains nothing that has been previously objected to or disapproved by your Department. No part of this filing contains any unusual or possibly controversial items from normal company or industry standards. We certify that we are in compliance with Regulations 19 and 49 as well as AR. Code Ann. 23-79-138.

Endorsement ROTHEGTR-1212 is a Roth Individual Retirement Annuity Endorsement for use with our annuity products approved in your state. This form will replace ROTHEGTR-208 approved in your state on __08/22/2008__.

Endorsement ROTHEGTR-PD-1212 is a Roth Individual Retirement Annuity Endorsement for use specifically with our Portfolio Director products approved in your state.

Endorsement EGTRIRA-1212 is an Individual Retirement Annuity Endorsement for use with our annuity products approved in your state. This form will replace EGTRIRA-802 approved in your state on __03/14/2003__.

Since the endorsement is subject to federal regulation, it has not been scored for readability.

Should you have any questions or require any additional information, please do not hesitate to contact me at (713) 831-8406 or by e-mail Erica.Williams@valic.com. Our fax number is (713) 831-6932.

Company and Contact

Filing Contact Information

Erica Williams, Assoc. Legal Analyst Erica.Williams@valic.com
2919 Allen Pkwy L10-30 713-831-8406 [Phone]
Houston, TX 77019

State: Arkansas **Filing Company:** The Variable Annuity Life Insurance Company
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Product Name: IRA ENDORSEMENT
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Filing Company Information

The Variable Annuity Life Insurance Company	CoCode: 70238	State of Domicile: Texas
2929 Allen Parkway, L10-30	Group Code: 12	Company Type:
Houston, TX 77019	Group Name:	State ID Number:
(713) 831-1305 ext. [Phone]	FEIN Number: 74-1625348	

Filing Fees

Fee Required? Yes
 Fee Amount: \$0.00
 Retaliatory? Yes
 Fee Explanation:
 Per Company: No

Company	Amount	Date Processed	Transaction #
The Variable Annuity Life Insurance Company	\$150.00	12/10/2012	65611088

SERFF Tracking #:

AGNN-128803986

State Tracking #:

Company Tracking #:

ROTHEGTR-1212

State:

Arkansas

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The Variable Annuity Life Insurance Company

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A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

Product Name:

IRA ENDORSEMENT

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IRA ENDORSEMENT/IRA ENDORSEMENT

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/13/2012	12/13/2012

State: Arkansas **Filing Company:** The Variable Annuity Life Insurance Company
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Disposition

Disposition Date: 12/13/2012

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
Supporting Document	SOV		Yes
Supporting Document	Redline Copies		Yes
Form	IRA ENDORSEMENT		Yes
Form	ROTH ENDORSEMENT		Yes
Form	ROTH ENDORSEMENT-PD		Yes

State: Arkansas

Filing Company:

The Variable Annuity Life Insurance Company

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Form Schedule

Lead Form Number: EGTRIRA-1212

Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1		IRA ENDORSEMENT	EGTRIRA-1212	CERA	Initial			EGTRIRA-1212_filedversion.pdf
2		ROTH ENDORSEMENT	ROTHEGTR-1212	CERA	Initial			ROTHEGTR-1212_filedversion.pdf
3		ROTH ENDORSEMENT-PD	ROTHEFTR-OD-1212	CERA	Initial			ROTHEGTR-PD-1212_filedversion.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 VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS**

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may continue to qualify as an Individual Retirement Annuity (“IRA”) under Section 408(b) or, if applicable, an IRA under a Savings Incentive Match Plan for Small Employers (“SIMPLE”) under Section 408 (p), of the Internal Revenue Code of 1986, as amended (“Code”) and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this is an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references herein to “Owner” are to the deceased Owner.
2. (a) Except in the case of (i) a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), or (ii) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code § 408(k), or (iii) a contribution made in accordance with the terms of a SIMPLE as described in Code § 408(p), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed [\$5,000] for any taxable year beginning in [2008] and years thereafter.

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].

(b) In the case of an individual who is age 50 or older, the annual cash contribution limit is increased by [\$1,000] for any taxable year beginning in [2006] and years thereafter.

(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a §401(k) plan of a certain employer in bankruptcy described in § 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 (d) may not also make contributions under paragraph (b).

(e) Except in the case of a contract issued under Code § 408(p) (as provided in section 9 below), no contributions will be accepted under a SIMPLE IRA plan established by any

employer pursuant to Code § 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.

(f) If this is an inherited IRA within the meaning of §408(d)(3)(C), no contributions will be accepted.

3. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3) 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 determined under section 4(c) below) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 4.

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.

(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

4. (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. If this is an inherited IRA within the meaning of Code §408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the calendar year following the calendar year of death.

(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 70½, 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, 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, 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) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your designated Beneficiary's if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, if this Contract is issued under a SEP under Code § 408(k), a SIMPLE under Code § 408(p), or effective on or after January 2003, with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner's exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related IRA Contract provisions shall apply only to the IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.
10. Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid to 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 Code § 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 § 1402 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 includible in gross income (determined without regard to § 112). 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). The term “compensation” also includes any differential wage payments as defined in § 3401(h)(2).

11. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of [January 1, 2013], or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

[]

[Secretary]

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS
ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as a Roth Individual Retirement Annuity (“IRA”) under Sections 408A and 408(b) of the Internal Revenue Code of 1986, as amended, (“Code”) and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner.

2. (a) **MAXIMUM PERMISSIBLE AMOUNT.** Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Owner’s Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Owner’s compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner’s compensation is referred to as a “regular contribution.” However, notwithstanding the preceding limits on contributions, the Owner may make additional contributions specifically authorized by statute – such as repayments of qualified distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

(b) **APPLICABLE AMOUNT.** The applicable amount is determined below:
 - i. If the Owner is under age 50, the applicable amount is [\$5,000] 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].

 - ii. If the Owner is 50 or older, the applicable amount under paragraph (i) above is increased by [\$1,000] for any taxable year beginning in [2006] and years thereafter.

 - iii. If the individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by [\$3,000] for taxable years beginning after [2006] and before [2010] only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

i. The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range Modified AGI	No Contribution
Single or Head of Household	[\$110,000 or less]	[Between \$110,000 and \$125,000]	[\$125,000 or more]
Joint Return or Qualifying Widow(er)	[\$173,000 or less]	[Between \$173,000 and \$183,000]	[\$183,000 or more]
Married- Separate Return	[\$0]	[Between \$0 and \$10,000]	[\$10,000 or more]

An Owner's modified AGI ("modified AGI") for a taxable year is defined in § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that 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].

ii. If the Owner makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's non-Roth IRAs for the taxable year.

(d) **SIMPLE IRA LIMITS.** 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.

(e) **INHERITED IRA.** If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) **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 limits in (c) above.

(g) **QUALIFIED ROLLOVER CONTRIBUTION.** A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible rollover plan described in §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of § 408(d)(3) of the Code, except the one-rollover-per-year rule of

§ 408(d)(3)(B) does not apply if the rollover contribution is from a non-Roth IRA (a "non-Roth IRA"). If the contribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code §402(c), §402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under §408(d)(3)(B).

(ii) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(h) **COMPENSATION.** For purposes of (a) 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 Annuitant 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 § 1402 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 includible in gross income (determined without regard to §112). 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 Owner's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Annuitant filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

3. No amount is required to be distributed prior to the death of the Owner for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA 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 determined under section 4(c)) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

(i) 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)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the calendar year following the calendar year of death.

(ii) 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 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) 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)(iii) 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.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) 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)(ii) above).

(iv) 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)(i) or (ii) 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 paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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) Required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A 9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your Beneficiary’s if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. We will furnish annual calendar year reports concerning the status of Your IRA and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, effective on or after January 1, 2003, if this Contract is issued with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner’s exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related Roth IRA Contract provisions shall apply only to the Roth IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other Plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.

10. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of [January 1, 2013], or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

[]

[Secretary]

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS
ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as a Roth Individual Retirement Annuity (“IRA”) under Sections 408A and 408(b) of the Internal Revenue Code of 1986, as amended, (“Code”) and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner.

2. (a) **MAXIMUM PERMISSIBLE AMOUNT.** Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Annuitant’s Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Annuitant’s compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Annuitant’s compensation is referred to as a “regular contribution.” However, notwithstanding the preceding limits on contributions, the Owner may make additional contributions specifically authorized by statute – such as repayments of qualified distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

(b) **APPLICABLE AMOUNT.** The applicable amount is determined below:
 - i. If the Annuitant is under age 50, the applicable amount is [\$5,000] 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].

 - ii. If the Annuitant is 50 or older, the applicable amount under paragraph (i) above is increased by [\$1,000] for any taxable year beginning in [2006] and years thereafter.

 - iii. If the individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by [\$3,000] for taxable years beginning after [2006] and before [2010] only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

(c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Annuitant's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

i. The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range Modified AGI	No Contribution
Single or Head of Household	[\$110,000 or less]	[Between \$110,000 and \$125,000]	[\$125,000 or more]
Joint Return or Qualifying Widow(er)	[\$173,000 or less]	[Between \$173,000 and \$183,000]	[\$183,000 or more]
Married- Separate Return	[\$0]	[Between \$0 and \$10,000]	[\$10,000 or more]

An Owner's modified AGI ("modified AGI") for a taxable year is defined in § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Annuitant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that 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].

ii. If the Annuitant makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Annuitant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Annuitant's non-Roth IRAs for the taxable year.

(d) **SIMPLE IRA LIMITS.** 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 Annuitant first participated in that employer's SIMPLE IRA plan.

(e) **INHERITED IRA.** If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) **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 limits in (c) above.

(g) **QUALIFIED ROLLOVER CONTRIBUTION.** A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible rollover plan described in §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of § 408(d)(3) of the Code, except the one-rollover-per-year rule of

§ 408(d)(3)(B) does not apply if the rollover contribution is from a non-Roth IRA (a "non-Roth IRA"). If the contribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code §402(c), §402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under §408(d)(3)(B).

(ii) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(h) **COMPENSATION.** For purposes of (a) 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 Annuitant 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 § 1402 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 includible in gross income (determined without regard to §112). 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 Annuitant's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Annuitant filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

3. No amount is required to be distributed prior to the death of the Annuitant for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Annuitant's interest in the IRA 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 determined under section 4(c)) must satisfy the requirements

of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the Annuitant, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the designated beneficiary is someone other than the Annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant'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 Annuitant's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the calendar year following the calendar year of death.

(ii) If the Annuitant's sole designated beneficiary is the Annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) 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)(iii) 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.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant'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)(ii) above).

(iv) 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)(i) or (ii) 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 paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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 Annuitant’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) Required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A 9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your Beneficiary’s if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. We will furnish annual calendar year reports concerning the status of Your IRA and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, effective on or after January 1, 2003, if this Contract is issued with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner’s exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related Roth IRA Contract provisions shall apply only to the Roth IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other Plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.

10. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of [January 1, 2013], or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

[]

[Secretary]

SERFF Tracking #:

AGNN-128803986

State Tracking #:

Company Tracking #:

ROTHEGTR-1212

State:

Arkansas

Filing Company:

The Variable Annuity Life Insurance Company

TOI/Sub-TOI:

A021 Individual Annuities- Deferred Non-Variable/A021.002 Flexible Premium

Product Name:

IRA ENDORSEMENT

Project Name/Number:

IRA ENDORSEMENT/IRA ENDORSEMENT

Supporting Document Schedules

		Item Status:	Status Date:
Bypassed - Item:	Flesch Certification		
Bypass Reason:	N/A Since the endorsements are subject to federal regulation, the forms have not been scored for readability.		

		Item Status:	Status Date:
Satisfied - Item:	SOV		
Comments:			
Attachment(s):	SOV.pdf		

		Item Status:	Status Date:
Satisfied - Item:	Redline Copies		
Comments:			
Attachment(s):	EGTRIRA-1212_redlined.pdf ROTHEGTR-1212_redlined.pdf ROTHEGTR-PD-1212_redlined.pdf		

The Variable Annuity Life Insurance Company

Statement of Variability (SOV) for Forms:

**EGTRIRA-1212
ROTNEGTR-1212
ROTNEGTR-PD-1212**

December 7, 2012

Variability denoted by the use of brackets

1. In Section 2 of each endorsement we have bracketed certain year and value references. We are bracketing these so that we may be able to update them in accordance with any future IRS published List of Required Modifications (LRMs). No changes will be made to these variable items except those published in the IRS LRM mandated changes.
2. In the last paragraph of each endorsement we have included a bracketed effective date. This date is bracketed in case future IRS published LRMs cause a reprint of the endorsement, in which case we would use the current effective date for that change.
3. The officer signature and title is bracketed so that it may be updated in the event the title of an officer signing the endorsement form changes. Any new title utilized will be the title of an officer of the company.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate ("Contract") to which it is attached so that it may continue to qualify as an Individual Retirement Annuity ("IRA") under Section 408(b) or, if applicable, an IRA under a Savings Incentive Match Plan for Small Employers ("SIMPLE") under Section 408 (p), of the Internal Revenue Code of 1986, as amended ("Code") and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

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1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this an inherited IRA within the meaning of Code §408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references herein to "Owner" are to the deceased Owner.

2.

(a) Except in the case of (i) a rollover contribution (as permitted by Code §§ 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), or (ii) a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code § 408(k), or (iii) a contribution made in accordance with the terms of a SIMPLE as described in Code § 408(p), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year beginning in 2008 through 2012; and [\$5,500 for any taxable year beginning in 2013 and years thereafter.]

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<#>(1) \$3,000 for any taxable year beginning in 2002 through 2004;¶
<#>(2) \$4,000 for any taxable year beginning in 2005 through 2007; and¶

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.

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(b) In the case of an individual who is age 50 or older, the annual cash contribution limit is increased by:

(2) [\$1,000 for any taxable year beginning in 2006 and years thereafter.]

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(c) In addition to the amounts described in paragraphs (a) and (b) above, an individual may make additional contributions specifically authorized by statute – such as repayments of qualified reservist distributions, repayments of certain plan distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation.

(d) In addition to the amounts described in paragraphs (a) and (c) above, an individual who was a participant in a §401(k) plan of a certain employer in bankruptcy described in § 219(b)(5)(C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An

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individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) Except in the case of a contract issued under Code § 408(p) (as provided in section 9 below), no contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code § 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.

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(f) If this is an inherited IRA within the meaning of §408(d)(3)(C), no contributions will be accepted.

3. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA shall be made in accordance with the requirements of Code § 408(b)(3) 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 determined under section 4(c) below) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 4.

(b) The entire interest of the Owner for whose benefit the Contract is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Owner attains age 70½ (the "required beginning date") over (a) the life of such individual or the lives of such individual and his or her designated beneficiary or (b) a period certain not extending beyond the life expectancy of such individual or the joint and last survivor expectancy of such individual and his or her designated beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of § 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph and paragraphs (c) and (d) below do not apply.

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(c) The distribution periods described in paragraph (b) above cannot exceed the periods specified in § 1.401(a)(9)-6 of the Income Tax Regulations.

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(d) The first required payment can be made as late as April 1 of the year following the year the individual attains age 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval.

4. (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.

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(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. If this is an inherited IRA within the meaning of Code §408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under Code §402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(1) if the transfer is made no later than the end of the calendar year following the calendar year of death.

(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 70½, 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, 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

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actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, 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.

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(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) The required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A-9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your designated Beneficiary's if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, if this Contract is issued under a SEP under Code § 408(k), a SIMPLE under Code § 408(p), or effective on or after January 2003, with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner's exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related IRA Contract provisions shall apply only to the IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.

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10. Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid to 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 Code § 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 § 1402 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 includible in gross income (determined without regard to § 112). 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). The term “compensation” also includes any differential wage payments as defined in § 3401(h)(2).

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11. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event

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of such automatic expiration, such provisions shall cease to apply under this Endorsement. Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of January 1, 2013, or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY



[Secretary]

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**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS
ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as a Roth Individual Retirement Annuity (“IRA”) under Sections 408A and 408(b) of the Internal Revenue Code of 1986, as amended, (“Code”) and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner.

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2. (a) MAXIMUM PERMISSIBLE AMOUNT. Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Owner’s Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Owner’s compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner’s compensation is referred to as a “regular contribution.” However, notwithstanding the preceding limits on contributions, the Owner may make additional contributions specifically authorized by statute – such as repayments of qualified distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

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(b) APPLICABLE AMOUNT. The applicable amount is determined below:

i. If the Owner is under age 50, the applicable amount is \$5,000 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. Beginning in 2013, the applicable amount has been adjusted to \$5,500.

ii. If the Owner is 50 or older, [the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter].

iii. If the individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

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(c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Owner's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

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i. The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

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Filing Status	Full Contribution	Phase-out Range		No Contribution
		Modified AGI		
Single or Head of Household	[\$110,000 or less]	Between \$110,000 and \$125,000		[\$125,000 or more]
Joint Return or Qualifying Widow(er)	[\$173,000 or less]	Between \$173,000 and \$183,000		[\$183,000 or more]
Married- Separate Return	[\$0]	Between \$0 and \$10,000		[\$10,000 or more]

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An Owner's modified AGI ("modified AGI") for a taxable year is defined in § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Owner's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that 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.

ii. If the Owner makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Owner's Roth IRAs for that taxable year is reduced by the regular contributions made to the Owner's non-Roth IRAs for the taxable year.

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(d) **SIMPLE IRA LIMITS.** 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.

Deleted: <#>QUALIFIED ROLLOVER CONTRIBUTION LIMIT. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Annuitant is married and files a separate return, (ii) the Annuitant is not married and has modified AGI in excess of \$100,000 or (iii) the Annuitant is married and together the Annuitant and the Annuitant's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.¶

(e) **INHERITED IRA.** If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) **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 limits in (c) above.

(g) **QUALIFIED ROLLOVER CONTRIBUTION.** A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible rollover plan described in §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of § 408(d)(3) of the Code, except the one-rollover-per-year rule of

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§ 408(d)(3)(B) does not apply if the rollover contribution is from a non-Roth IRA (a "non-Roth IRA"). If the contribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code§402(c), §402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

(i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under §408(d)(3)(B).

(ii) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

Deleted: MODIFIED AGI. For purposes of (c) and (d) above, an Annuitant's modified AGI for a taxable year is defined in § 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 (a "conversion").

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(h) COMPENSATION. For purposes of (a) 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 Annuitant 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 § 1402 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 includible in gross income (determined without regard to §112). 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 Owner's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Annuitant filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution, The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

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3. No amount is required to be distributed prior to the death of the Owner for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph does not apply.

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4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Owner's interest in the IRA 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 determined under section 4(c)) must satisfy the requirements of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

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(b) Upon the death of the Owner, his or her entire interest will be distributed at least as rapidly as follows:

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(i) 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)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the calendar year following the calendar year of death.

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(ii) 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 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) 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)(iii) 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.

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(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) 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)(ii) above).

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(iv) 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)(i) or (ii) 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 paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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.

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(f) Required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A 9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your Beneficiary’s if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. We will furnish annual calendar year reports concerning the status of Your IRA and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, effective on or after January 1, 2003, if this Contract is issued with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner’s exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related Roth IRA Contract provisions shall apply only to the Roth IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other Plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.

10. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of January 1, 2013, or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

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THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

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[Secretary]

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Secretary

**THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
HOUSTON, TEXAS
ROTH INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT**

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as a Roth Individual Retirement Annuity (“IRA”) under Sections 408A and 408(b) of the Internal Revenue Code of 1986, as amended, (“Code”) and the regulations thereunder. The Endorsement may be amended from time to time to comply with changes in the Code. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The Contract is amended as follows:

1. This Contract is established for the exclusive benefit of You and Your Beneficiaries. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) maintained for the benefit of a designated beneficiary of a deceased Owner, references in this document to the “Owner” are to the deceased Owner.

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2. (a) MAXIMUM PERMISSIBLE AMOUNT. Except in the case of a qualified rollover contribution (as defined in (g) below) or a recharacterization (as defined in (f) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Annuitant’s Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Annuitant’s compensation (as defined in (h) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Annuitant’s compensation is referred to as a “regular contribution.” However, notwithstanding the preceding limits on contributions, the Owner may make additional contributions specifically authorized by statute – such as repayments of qualified distributions made on account of a federally declared disaster and certain amounts received in connection with the Exxon Valdez litigation. Contributions may be limited under (c) through (e) below.

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(b) APPLICABLE AMOUNT. The applicable amount is determined below:

i. If the Annuitant is under age 50, the applicable amount is [\$5,000 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. Beginning in 2013, the applicable amount has been adjusted to \$5,500.

ii. If the Annuitant is 50 or older, [the applicable amount under paragraph (i) above is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter].

iii. If the individual was a participant in a § 401(k) plan of a certain employer in bankruptcy described in Code § 219(b)(5)(C), then the applicable amount under paragraph (i) above is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (iii) may not also make contributions under paragraph (ii).

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(c) **REGULAR CONTRIBUTION LIMIT.** If (i) and/or (ii) below apply, the maximum regular contribution that can be made to all the Annuitant's Roth IRAs for a taxable year is the smaller amount determined under (i) or (ii).

i. The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income in accordance with the following table:

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Filing Status	Full Contribution	Phase-out Range		No Contribution
		Modified AGI		
Single or Head of Household	[\$110,000 or less]	Between \$110,000 and \$125,000		[\$125,000 or more]
Joint Return or Qualifying Widow(er)	[\$173,000 or less]	Between \$173,000 and \$183,000		[\$183,000 or more]
Married- Separate Return	[\$0]	Between \$0 and \$10,000		[\$10,000 or more]

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An Owner's modified AGI ("modified AGI") for a taxable year is defined in § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Annuitant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that 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.

ii. If the Annuitant makes regular contributions to both Roth and non-Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Annuitant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Annuitant's non-Roth IRAs for the taxable year.

(d) **SIMPLE IRA LIMITS.** 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 Annuitant first participated in that employer's SIMPLE IRA plan.

Deleted: <#>QUALIFIED ROLLOVER CONTRIBUTION LIMIT. A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this IRA if, for the year the amount is distributed from the other plan, (i) the Annuitant is married and files a separate return, (ii) the Annuitant is not married and has modified AGI in excess of \$100,000 or (iii) the Annuitant is married and together the Annuitant and the Annuitant's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this paragraph (d) do not apply to qualified rollover contributions.¶

(e) **INHERITED IRA.** If this is an inherited IRA within the meaning of § 408(d)(3)(C), no contributions will be accepted.

(f) **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 limits in (c) above.

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(g) **QUALIFIED ROLLOVER CONTRIBUTION.** A "qualified rollover contribution" is a rollover contribution of a distribution from an eligible rollover plan described in §402(c)(8)(B). If the distribution is from an IRA, the rollover must meet the requirements of § 408(d)(3) of the Code, except the one-rollover-per-year rule of

§ 408(d)(3)(B) does not apply if the rollover contribution is from a non-Roth IRA (a "non-Roth IRA"). If the contribution is from an eligible retirement plan other than an IRA, the rollover must meet the requirements of Code §402(c), §402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), or 457(e)(16), as applicable. A qualified rollover contribution also includes (i) and (ii) below.

Deleted: MODIFIED AGI. For purposes of (c) and (d) above, an Annuitant's modified AGI for a taxable year is defined in § 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 (a "conversion").

(i) All or part of a military death gratuity or servicemembers' group life insurance ("SGLI") payment may be contributed if the contribution is made within 1 year of receiving the gratuity or payment. Such contributions are disregarded for purposes of the one-rollover-per-year rule under §408(d)(3)(B).

(ii) All or part of an airline payment (as defined in §125 of the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), Pub. L. 110-458) received by certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

(h) COMPENSATION. For purposes of (a) 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 Annuitant 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 § 1402 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 includible in gross income (determined without regard to §112). 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 Annuitant's gross income under § 71 with respect to a divorce or separation instrument described in subparagraph (A) of § 71(b)(2). In the case of a married Annuitant filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making an IRA contribution. The term "compensation" also includes any differential wage payments as defined in §3401(h)(2).

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3. No amount is required to be distributed prior to the death of the Annuitant for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of § 408(d)(3)(C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Annuitant's interest in the IRA 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 determined under section 4(c)) must satisfy the requirements

of Code § 408(a)(6), as modified by § 408A(c)(5), and the regulations thereunder, rather than the distribution rules in paragraphs (b), (c), (d) and (e) below.

(b) Upon the death of the Annuitant, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the designated beneficiary is someone other than the Annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant'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 Annuitant's death, or, if elected, in accordance with paragraph (b)(iii) below. If this is an inherited IRA within the meaning of Code § 408(d)(3)(C) established for the benefit of a nonspouse designated beneficiary by a direct trustee-to-trustee transfer from a retirement plan of a deceased individual under § 402(c)(11), then, notwithstanding any election made by the deceased individual pursuant to the preceding sentence, the nonspouse designated beneficiary may elect to have distributions made under this paragraph (b)(i) if the transfer is made no later than the end of the calendar year following the calendar year of death.

(ii) If the Annuitant's sole designated beneficiary is the Annuitant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Annuitant's death (or by the end of the calendar year in which the Annuitant would have attained age 70½, if later), over such spouse's life expectancy, or, if elected, in accordance with paragraph (b)(iii) 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)(iii) 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.

(iii) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(i) or (b)(ii) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Annuitant'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)(ii) above).

(iv) 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)(i) or (ii) 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 paragraph (b)(ii) above, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under such paragraph. 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 Annuitant’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) Required minimum distributions payable to a designated beneficiary from this IRA may be withdrawn from another IRA the beneficiary holds from the same decedent in accordance with Q&A 9 of § 1.408-8 of the Income Tax Regulations.

5. Your (and your Beneficiary’s if applicable) account under this IRA is nonforfeitable.
6. Your account is nontransferable and may not be assigned, sold, or used as collateral for a loan.
7. Unless this Contract is a single premium annuity, Purchase Payments may be made at any time during the Accumulation Period. We require no payment beyond the first. 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 refund, toward the payment of future premiums or the purchase of additional benefits.
8. We will furnish annual calendar year reports concerning the status of Your IRA and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.
9. Notwithstanding the other provisions of this Endorsement, effective on or after January 1, 2003, if this Contract is issued with Company agreement under an employer-sponsored plan providing for deemed IRAs in accordance with Code § 408(q), the Owner’s exercise of contractual rights under the Contract, including this Endorsement, shall be limited as provided in the Plan and under the Code. In the event that this Endorsement is issued pursuant to Code § 408(q), the terms of this Endorsement and related Roth IRA Contract provisions shall apply only to the Roth IRA sub-account under the Plan, and shall not interfere with the application of Plan rules and limitations to other Plan sub-accounts pursuant to the Contract, any related endorsements, and the Plan.

10. In the absence of federal legislative action, one or more of the provisions of the Code that are reflected in this Endorsement will automatically expire on January 1, 2011. In the event of such automatic expiration, such provisions shall cease to apply under this Endorsement.

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of January 1, 2013, or the Contract Date of Issue, whichever is later. All other terms and conditions of the Contract remain unchanged.

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THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

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[Secretary]

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Secretary