

SERFF Tracking Number: SALA-128171527 State: Arkansas
 Filing Company: SunAmerica Life Insurance Company State Tracking Number:
 Company Tracking Number: SAE-6171 (12/10)
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
 Variable and Variable
 Product Name: SAE-6171 (12/10)
 Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

Filing at a Glance

Company: SunAmerica Life Insurance Company

Product Name: SAE-6171 (12/10) SERFF Tr Num: SALA-128171527 State: Arkansas
 TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num:
 Variable and Variable Closed
 Sub-TOI: A02.11.002 Flexible Premium Co Tr Num: SAE-6171 (12/10) State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Lauren Cole Disposition Date: 04/02/2012
 Date Submitted: 03/28/2012 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IRA Endorsements
 Project Number: SAE-6171 (12/10)
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Authorized
 Date Approved in Domicile:
 Domicile Status Comments: Domicilliary state, Arizona, exempts this filing per ARS 20-1110.f and R20-6-218.

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:

Market Type: Individual
 Individual Market Type:
 Filing Status Changed: 04/02/2012
 State Status Changed: 04/02/2012

Deemer Date:
 Submitted By: Lauren Cole
 Filing Description:

Created By: Lauren Cole
 Corresponding Filing Tracking Number:

We are submitting the above referenced IRA Endorsement forms for your information due to recently published IRS modifications to IRAs. The IRS published a List of Required Modifications (LRMs) on June 7, 2010 thereby amending IRA Endorsements for use with IRAs. The submitted IRA endorsements will replace their corresponding IRA forms SAE-6171 (4/02), SAE-6172 (4/02) and SAE-6173 (4/02) approved/filed by your Department on 7/18/03.

We have provided you with redline and clean versions of each of the endorsement forms for ease in locating the changes. We certify that other than the changes noted on the redline versions, all other information on the forms remain

SERFF Tracking Number: SALA-128171527 State: Arkansas
 Filing Company: SunAmerica Life Insurance Company State Tracking Number:
 Company Tracking Number: SAE-6171 (12/10)
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: SAE-6171 (12/10)
 Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

the same as the approved versions. The mentioned forms will be used with approved annuity contracts when appropriate.

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.
 State Narrative:

Company and Contact

Filing Contact Information

Lauren Cole, Lauren.Cole@VALIC.COM
 2919 Allen Parkway L10-30 713-831-6006 [Phone]
 Houston, TX 77019

Filing Company Information

SunAmerica Life Insurance Company CoCode: 69256 State of Domicile: Arizona
 1999 Avenue of the Stars, #37, Group Code: Company Type: Annuity
 Los Angeles, CA 90067 Group Name: AIG State ID Number:
 (800) 871-2000 ext. 6209[Phone] FEIN Number: 52-0502540

Filing Fees

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

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|-----------------------------------|----------|----------------|---------------|
| SunAmerica Life Insurance Company | \$0.00 | 03/28/2012 | |
| SunAmerica Life Insurance Company | \$150.00 | 03/29/2012 | 57575844 |

SERFF Tracking Number: SALA-128171527 *State:* Arkansas
Filing Company: SunAmerica Life Insurance Company *State Tracking Number:*
Company Tracking Number: SAE-6171 (12/10)
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: SAE-6171 (12/10)
Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

Disposition

Disposition Date: 04/02/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: SALA-128171527 State: Arkansas
 Filing Company: SunAmerica Life Insurance Company State Tracking Number:
 Company Tracking Number: SAE-6171 (12/10)
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: SAE-6171 (12/10)
 Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

| 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 | Redlined Copies | | Yes |
| Supporting Document | SOV | | Yes |
| Form | IRA Endorsement | Approved-Closed | Yes |
| Form | Roth IRA Endorsement | Approved-Closed | Yes |
| Form | SEP IRA Endorsement | Approved-Closed | Yes |

SERFF Tracking Number: SALA-128171527 State: Arkansas
Filing Company: SunAmerica Life Insurance Company State Tracking Number:
Company Tracking Number: SAE-6171 (12/10)
TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
Variable and Variable
Product Name: SAE-6171 (12/10)
Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 03/29/2012
Submitted Date 03/29/2012
Respond By Date 04/30/2012

Dear Lauren Cole,

This will acknowledge receipt of the captioned filing.

Objection 1

Comment:

Regulation 57 requires a filing fee of \$50.00 per form. We will hold your filing in a pending status until the \$150.00 filing fee is received.

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

SERFF Tracking Number: SALA-128171527 State: Arkansas
Filing Company: SunAmerica Life Insurance Company State Tracking Number:
Company Tracking Number: SAE-6171 (12/10)
TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.002 Flexible Premium
Variable and Variable
Product Name: SAE-6171 (12/10)
Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

Response Letter

Response Letter Status Submitted to State
Response Letter Date 03/29/2012
Submitted Date 03/29/2012

Dear Linda Bird,

Comments:

Response 1

Comments: I have added the amount of \$150.00 for EFT submission.

Related Objection 1

Comment:

Regulation 57 requires a filing fee of \$50.00 per form. We will hold your filing in a pending status until the \$150.00 filing fee is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Sincerely,
Lauren Cole

SERFF Tracking Number: SALA-128171527 State: Arkansas
 Filing Company: SunAmerica Life Insurance Company State Tracking Number:
 Company Tracking Number: SAE-6171 (12/10)
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: SAE-6171 (12/10)
 Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

Form Schedule

Lead Form Number: SAE-6171 (12/10)

| Schedule Item | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|-------------------------------|---------------------|---|-------------------------|---------|----------------------|-------------|------------------------------------|
| Approved-Closed 04/02/2012 | SAE-6171 (12/10) | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | IRA Endorsement | Initial | | | SAE-6171 CLEAN 12- 2010 .pdf |
| Approved-Closed 04/02/2012 | SAE-6172 (12/10) | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | Roth IRA Endorsement | Initial | | | SAE-6172 (12- 10)CLEAN.pdf |
| Approved-Closed 04/02/2012 | SAE-6173 (12/10) | Certificate Amendmen t, Insert Page, Endorseme nt or Rider | SEP IRA Endorsement | Initial | | | SAE-6173 12- 2010 CLEAN.pdf |

SUNAMERICA LIFE INSURANCE COMPANY

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). 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 Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of 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 a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), 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 Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only.

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

(e) 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.

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

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

8. (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 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(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.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

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

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

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

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

12. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.
13. The provisions of this Endorsement are intended to comply with the requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.
14. 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.

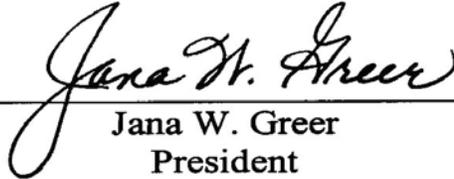
All other terms and conditions of the Contract remain unchanged.

Signed for the Company to be effective on the Contract Date.

SUNAMERICA LIFE INSURANCE COMPANY

[

Mallery L. Reznik
Senior Vice President



Jana W. Greer
President]

SUNAMERICA LIFE INSURANCE COMPANY

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 Section 408(A) of the Internal Revenue Code ("Code") and Regulations under that Section. The Endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant ("Individual") has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Individual as a result of such refusal. 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. **EXCLUSIVE BENEFIT.** The Contract is established for the exclusive benefit of the Individual or his/her beneficiaries. The Individual's interest in the Contract is nonforfeitable and nontransferable. 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 Individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Individual's compensation (as defined in (i) 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 Individual's compensation is referred to as a "regular contribution." However, notwithstanding the preceding limits on contributions, 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 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 Individual 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 Individual 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 Individual'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 | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widow(er) | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married- Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

An individual's modified adjusted gross income ("modified AGI") for a taxable year is defined in Code § 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a qualified rollover contribution. If the Individual's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for 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 Individual 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 Individual's Roth IRAs for that taxable year is reduced by the regular contributions made to the Individual'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 Individual 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 Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution 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 a certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.

- (i) **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 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). In the case of a married Individual 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 Individual for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C), this paragraph does not apply.
4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Individual'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 4c 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 Individual, his or her entire interest will be distributed at least as rapidly as follows:
- (i) If the designated beneficiary is someone other than the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual'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 Individual'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 year following the year of death.
- (ii) If the Individual's sole designated beneficiary is the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death (or by the end of the calendar year in which the Individual 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 Individual'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 Individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) If 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. The Contract does not require fixed contributions.

Any refund of premiums (other than those attributable to excess contributions) arising under the Contract will be applied before the close of the calendar year following the year of the refund as contributions toward the Contract.

6. The issuer of a Roth individual retirement annuity shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distribution as is prescribed by the Commissioner of the Internal Revenue.

7. The interest of the Individual is nonforfeitable.

8. This contract is nontransferable by the Individual.

9. 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.

In the event of any conflict between the terms of this Contract and any sections of the Code applicable to Code Section 408A annuities, the Code will govern. The Company is not liable for any tax or tax penalties paid by any party resulting from failure to comply with the Code and any rulings, regulations, and requirements thereunder relating to this Contract. The Company may amend this Endorsement or the Contract to which it is attached at any time and from time to time to conform to applicable changes in the Code or state insurance laws, and any rulings, regulations, or requirements promulgated thereunder. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.

All other terms and conditions of the Contract remain unchanged.

SUNAMERICA LIFE INSURANCE COMPANY



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SUNAMERICA LIFE INSURANCE COMPANY

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). 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 Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of 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 a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), 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 Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only.

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

(e) 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.

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

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

8. (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 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(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.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

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

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

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

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. The MISSTATEMENT OF AGE OR SEX section of the Contract is deleted and replaced by the following section entitled MISSTATEMENT OF AGE:

MISSTATEMENT OF AGE

If the Age of any Annuitant has been misstated, future annuity payments will be adjusted using the correct Age according to Our rates in effect on the date that annuity payments were determined. Any overpayment from the Fixed Annuity Payments, plus interest at the rate of 4% per year, will be deducted from the next payment(s) due. Any underpayment from the Fixed Annuity Payments, plus interest at the rate of 4% per year, will be paid in full with the next payment due. Any overpayment from the Variable Portfolios (“Subaccounts”) will be deducted from the next payment(s) due. Any underpayment from the Variable Portfolios will be paid in full with the next payment due.

12. The PROOF OF AGE, SEX OR SURVIVAL section of the Contract is deleted and replaced by the following section entitled PROOF OF AGE AND SURVIVAL.

PROOF OF AGE AND SURVIVAL. We may require satisfactory proof of correct age at anytime. If any payment under this Contract depends on the Annuitant being alive, we may require satisfactory proof of survival.

13. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner’s life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

14. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.
15. The provisions of this Endorsement are intended to comply with the requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is

necessary to assure continued qualification of the Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.

16. 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.
17. The tables in the Annuity Payment Options section of the Contract are deleted and replaced by the following:

FIXED ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with a guaranteed interest rate of 1.50%, with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Fixed Annuity Income Payment Options Table does not include any applicable premium tax.

OPTIONS 1 & 4 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

| Age of Annuitant | Option 1 | Option 4 | Option 4 |
|------------------|--------------|---|---|
| | Life Annuity | Life Annuity (w/120 payments guaranteed) | Life Annuity (w/240 payments guaranteed) |
| | Unisex | Unisex | Unisex |
| 55 | 4.64 | 4.59 | 4.44 |
| 56 | 4.72 | 4.67 | 4.50 |
| 57 | 4.82 | 4.76 | 4.56 |
| 58 | 4.91 | 4.85 | 4.63 |
| 59 | 5.01 | 4.94 | 4.69 |
| 60 | 5.12 | 5.04 | 4.76 |
| 61 | 5.24 | 5.14 | 4.82 |
| 62 | 5.37 | 5.25 | 4.89 |
| 63 | 5.50 | 5.37 | 4.96 |
| 64 | 5.64 | 5.49 | 5.02 |
| 65 | 5.79 | 5.62 | 5.09 |
| 66 | 5.96 | 5.75 | 5.15 |
| 67 | 6.13 | 5.89 | 5.22 |
| 68 | 6.32 | 6.04 | 5.28 |
| 69 | 6.52 | 6.19 | 5.33 |
| 70 | 6.73 | 6.35 | 5.39 |
| 71 | 6.96 | 6.51 | 5.44 |
| 72 | 7.21 | 6.68 | 5.48 |
| 73 | 7.47 | 6.86 | 5.53 |
| 74 | 7.76 | 7.04 | 5.56 |
| 75 | 8.06 | 7.22 | 5.60 |
| 76 | 8.39 | 7.40 | 5.63 |
| 77 | 8.75 | 7.59 | 5.65 |
| 78 | 9.13 | 7.78 | 5.67 |
| 79 | 9.54 | 7.96 | 5.69 |
| 80 | 9.98 | 8.14 | 5.71 |
| 81 | 10.45 | 8.31 | 5.72 |
| 82 | 10.96 | 8.48 | 5.73 |
| 83 | 11.51 | 8.63 | 5.74 |
| 84 | 12.10 | 8.78 | 5.74 |
| 85 | 12.73 | 8.92 | 5.75 |

OPTION 2 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

Joint & 100% Survivor Life Annuity

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|------|------|------|------|------|------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 3.01 | 3.15 | 3.27 | 3.36 | 3.43 | 3.47 | 3.50 |
| 60 | 3.15 | 3.36 | 3.55 | 3.71 | 3.82 | 3.90 | 3.96 |
| 65 | 3.27 | 3.55 | 3.83 | 4.08 | 4.29 | 4.45 | 4.55 |
| 70 | 3.36 | 3.71 | 4.08 | 4.46 | 4.81 | 5.10 | 5.31 |
| 75 | 3.43 | 3.82 | 4.29 | 4.81 | 5.35 | 5.85 | 6.25 |
| 80 | 3.47 | 3.90 | 4.45 | 5.10 | 5.85 | 6.62 | 7.33 |
| 85 | 3.50 | 3.96 | 4.55 | 5.31 | 6.25 | 7.33 | 8.44 |

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|------|------|------|------|------|------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 3.01 | 3.15 | 3.27 | 3.36 | 3.42 | 3.46 | 3.48 |
| 60 | 3.15 | 3.36 | 3.54 | 3.70 | 3.81 | 3.89 | 3.93 |
| 65 | 3.27 | 3.54 | 3.82 | 4.07 | 4.27 | 4.41 | 4.49 |
| 70 | 3.36 | 3.70 | 4.07 | 4.44 | 4.77 | 5.02 | 5.18 |
| 75 | 3.42 | 3.81 | 4.27 | 4.77 | 5.26 | 5.67 | 5.96 |
| 80 | 3.46 | 3.89 | 4.41 | 5.02 | 5.67 | 6.28 | 6.73 |
| 85 | 3.48 | 3.93 | 4.49 | 5.18 | 5.96 | 6.73 | 7.35 |

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|------|------|------|------|------|------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 3.00 | 3.13 | 3.24 | 3.31 | 3.35 | 3.37 | 3.38 |
| 60 | 3.13 | 3.33 | 3.49 | 3.61 | 3.68 | 3.71 | 3.72 |
| 65 | 3.24 | 3.49 | 3.72 | 3.90 | 4.01 | 4.06 | 4.08 |
| 70 | 3.31 | 3.61 | 3.90 | 4.14 | 4.30 | 4.38 | 4.41 |
| 75 | 3.35 | 3.68 | 4.01 | 4.30 | 4.50 | 4.60 | 4.63 |
| 80 | 3.37 | 3.71 | 4.06 | 4.38 | 4.60 | 4.71 | 4.75 |
| 85 | 3.38 | 3.72 | 4.08 | 4.41 | 4.63 | 4.75 | 4.80 |

OPTION 5 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

| <u>Number of Years</u> | <u>Fixed Payment for Specified Period</u> | | | | | | |
|------------------------|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> |
| | | 10 | 8.96 | 17 | 5.55 | 24 | 4.13 |

| | | | | | | | |
|----------|-------|-----------|------|-----------|------|-----------|------|
| 5 | 17.28 | 11 | 8.21 | 18 | 5.27 | 25 | 3.99 |
| 6 | 14.51 | 12 | 7.58 | 19 | 5.03 | 26 | 3.86 |
| 7 | 12.53 | 13 | 7.05 | 20 | 4.81 | 27 | 3.75 |
| 8 | 11.04 | 14 | 6.59 | 21 | 4.62 | 28 | 3.64 |
| 9 | 9.89 | 15 | 6.20 | 22 | 4.44 | 29 | 3.54 |
| | | 16 | 5.85 | 23 | 4.28 | 30 | 3.44 |

VARIABLE ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with an effective annual Assumed Investment Rate of 3.50%, with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Variable Annuity Income Payment Options Table does not include any applicable premium tax.

OPTIONS 1v& 4v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

(Monthly installments for ages not shown will be furnished upon request.)

| Age of Annuitant | Option 1v | Option 4v | Option 4v |
|------------------|--------------|---|---|
| | Life Annuity | Life Annuity (w/120 payments guaranteed) | Life Annuity (w/240 payments guaranteed) |
| | Unisex | Unisex | Unisex |
| 55 | 3.53 | 3.50 | 3.38 |
| 56 | 3.61 | 3.58 | 3.44 |
| 57 | 3.71 | 3.67 | 3.51 |
| 58 | 3.80 | 3.76 | 3.58 |
| 59 | 3.91 | 3.85 | 3.65 |
| 60 | 4.02 | 3.96 | 3.72 |
| 61 | 4.13 | 4.06 | 3.79 |
| 62 | 4.26 | 4.18 | 3.87 |
| 63 | 4.39 | 4.30 | 3.94 |
| 64 | 4.53 | 4.42 | 4.01 |
| 65 | 4.69 | 4.55 | 4.08 |
| 66 | 4.85 | 4.69 | 4.15 |
| 67 | 5.02 | 4.83 | 4.22 |
| 68 | 5.20 | 4.98 | 4.29 |
| 69 | 5.40 | 5.14 | 4.35 |
| 70 | 5.61 | 5.31 | 4.41 |
| 71 | 5.84 | 5.48 | 4.47 |
| 72 | 6.08 | 5.65 | 4.52 |
| 73 | 6.34 | 5.83 | 4.56 |
| 74 | 6.62 | 6.02 | 4.61 |
| 75 | 6.92 | 6.21 | 4.64 |
| 76 | 7.24 | 6.40 | 4.67 |
| 77 | 7.59 | 6.59 | 4.70 |
| 78 | 7.96 | 6.79 | 4.73 |
| 79 | 8.37 | 6.98 | 4.74 |
| 80 | 8.80 | 7.17 | 4.76 |
| 81 | 9.27 | 7.35 | 4.77 |
| 82 | 9.77 | 7.53 | 4.79 |
| 83 | 10.31 | 7.69 | 4.79 |
| 84 | 10.88 | 7.85 | 4.80 |
| 85 | 11.50 | 8.00 | 4.81 |

OPTION 2v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

Joint & 100% Survivor Life Annuity

| Age of Male Annuitant | Age of Female Annuitant | | | | | | |
|--------------------------------------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 4.09 | 4.22 | 4.34 | 4.44 | 4.51 | 4.56 | 4.59 |
| 60 | 4.22 | 4.42 | 4.60 | 4.76 | 4.89 | 4.98 | 5.04 |
| 65 | 4.34 | 4.60 | 4.87 | 5.12 | 5.34 | 5.51 | 5.62 |
| 70 | 4.44 | 4.76 | 5.12 | 5.49 | 5.85 | 6.15 | 6.37 |
| 75 | 4.51 | 4.89 | 5.34 | 5.85 | 6.38 | 6.89 | 7.30 |
| 80 | 4.56 | 4.98 | 5.51 | 6.15 | 6.89 | 7.66 | 8.38 |
| 85 | 4.59 | 5.04 | 5.62 | 6.37 | 7.30 | 8.38 | 9.49 |

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/120 payments guaranteed)

| Age of Male Annuitant | Age of Female Annuitant | | | | | | |
|--------------------------------------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 4.08 | 4.22 | 4.34 | 4.43 | 4.50 | 4.55 | 4.57 |
| 60 | 4.22 | 4.41 | 4.60 | 4.75 | 4.87 | 4.95 | 5.00 |
| 65 | 4.34 | 4.60 | 4.86 | 5.10 | 5.31 | 5.46 | 5.55 |
| 70 | 4.43 | 4.75 | 5.10 | 5.46 | 5.79 | 6.05 | 6.21 |
| 75 | 4.50 | 4.87 | 5.31 | 5.79 | 6.27 | 6.68 | 6.96 |
| 80 | 4.55 | 4.95 | 5.46 | 6.05 | 6.68 | 7.26 | 7.70 |
| 85 | 4.57 | 5.00 | 5.55 | 6.21 | 6.96 | 7.70 | 8.29 |

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/240 payments guaranteed)

| Age of Male Annuitant | Age of Female Annuitant | | | | | | |
|--------------------------------------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | 55 | 60 | 65 | 70 | 75 | 80 | 85 |
| 55 | 4.07 | 4.20 | 4.30 | 4.37 | 4.42 | 4.43 | 4.44 |
| 60 | 4.20 | 4.38 | 4.53 | 4.65 | 4.71 | 4.74 | 4.76 |
| 65 | 4.30 | 4.53 | 4.74 | 4.91 | 5.02 | 5.07 | 5.09 |
| 70 | 4.37 | 4.65 | 4.91 | 5.14 | 5.28 | 5.36 | 5.38 |
| 75 | 4.42 | 4.71 | 5.02 | 5.28 | 5.46 | 5.56 | 5.59 |
| 80 | 4.43 | 4.74 | 5.07 | 5.36 | 5.56 | 5.66 | 5.70 |
| 85 | 4.44 | 4.76 | 5.09 | 5.38 | 5.59 | 5.70 | 5.74 |

OPTION 5v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

| Payments for a Specified Period | | | | | | | |
|--|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|-------------------------------|
| <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> |
| | | 10 | 9.83 | 17 | 6.47 | 24 | 5.09 |
| | | 11 | 9.09 | 18 | 6.20 | 25 | 4.96 |
| 5 | 18.12 | 12 | 8.46 | 19 | 5.97 | 26 | 4.84 |
| 6 | 15.35 | 13 | 7.94 | 20 | 5.75 | 27 | 4.73 |
| 7 | 13.38 | 14 | 7.49 | 21 | 5.56 | 28 | 4.63 |
| 8 | 11.90 | 15 | 7.10 | 22 | 5.39 | 29 | 4.53 |
| 9 | 10.75 | 16 | 6.76 | 23 | 5.24 | 30 | 4.45 |

All other terms and conditions of the Contract remain unchanged.

Signed for the Company to be effective on the Contract Date.

SUNAMERICA LIFE INSURANCE COMPANY

[

 Mallery L. Reznik
 Senior Vice President

[

 Jana W. Greer
 President]

SERFF Tracking Number: SALA-128171527 State: Arkansas
 Filing Company: SunAmerica Life Insurance Company State Tracking Number:
 Company Tracking Number: SAE-6171 (12/10)
 TOI: A02.II Individual Annuities- Deferred Non- Sub-TOI: A02.II.002 Flexible Premium
 Variable and Variable
 Product Name: SAE-6171 (12/10)
 Project Name/Number: IRA Endorsements/SAE-6171 (12/10)

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. |

Comments:

| | Item Status: | Status Date: |
|-------------------------------------|---------------------|-------------------------|
| Bypassed - Item: Application | | |
| Bypass Reason: n/a | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Bypassed - Item: Life & Annuity - Acturial Memo | | |
| Bypass Reason: n/a | | |
| Comments: | | |

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| Satisfied - Item: Redlined Copies | | |
| Comments: | | |

Attachments:
 SAE-6171 RED 12-2010 .pdf
 SAE-6172 (12-10) RED.pdf
 SAE-6173 RED 12-2010 .pdf

| | Item Status: | Status Date: |
|--|---------------------|-------------------------|
| | | |

SERFF Tracking Number: SALA-128171527 *State:* Arkansas
Filing Company: SunAmerica Life Insurance Company *State Tracking Number:*
Company Tracking Number: SAE-6171 (12/10)
TOI: A02.11 Individual Annuities- Deferred Non- *Sub-TOI:* A02.11.002 Flexible Premium
Variable and Variable
Product Name: SAE-6171 (12/10)
Project Name/Number: IRA Endorsements/SAE-6171 (12/10)
Satisfied - Item: SOV
Comments:
Attachment:
SOV.pdf

SUNAMERICA LIFE INSURANCE COMPANY

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate (“Contract”) to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant (“Owner”) has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). 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 Endorsement to the “Owner” are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as ~~permitted~~ 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 a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:
~~(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~~
\$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)(~~ED~~). 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) \$500 for any taxable year beginning in 2002 through 2005; and~~
~~(2) \$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 Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) 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.

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

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

8. (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 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(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~~F~~ of the ~~Temporary~~ Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6~~F~~. 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~~F~~ of the ~~Temporary~~ 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.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

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

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, 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~~F~~ of the

~~Temporary~~ 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.

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.
11. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

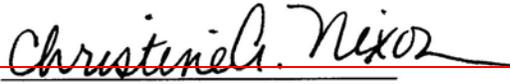
If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

12. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payment(s) ~~paid-s,~~ without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the Contract is received. We reserve the right to allocate your Purchase Payment(s) to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.
13. The provisions of this Endorsement are intended to comply with the requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.
14. 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.

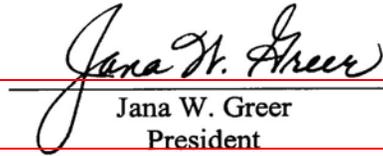
All other terms and conditions of the Contract remain unchanged.

Signed for the Company to be effective on the Contract Date.

SUNAMERICA LIFE INSURANCE COMPANY



Christine A. Nixon
Secretary



Jana W. Greer
President



Jay S. Wintrob
President



Mallery L. Reznik
Senior Vice President



Jana W. Greer
President

SUNAMERICA LIFE INSURANCE COMPANY

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 Section 408(A) of the Internal Revenue Code ("Code") and Regulations under that Section. The Endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant ("Individual") has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Individual as a result of such refusal. 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. EXCLUSIVE BENEFIT. The Contract is established for the exclusive benefit of the Individual or his/her beneficiaries. The Individual's interest in the Contract is nonforfeitable and nontransferable. 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 ~~PERMISSABLE~~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 Individual's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (b) below), or the Individual's compensation (as defined in ~~(h)~~(i) 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 Individual's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of § 408(d)(3) of the Internal Revenue Code, except the one rollover per year rule of § 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "non-Roth IRA"). However, notwithstanding the preceding limits on contributions, 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 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 ~~under (i) or (ii) below:~~
(i) If the Individual is under age 50, the applicable amount is ~~\$3,000 for any taxable year beginning in 2002 through 2004, \$4,000 for any taxable year beginning in 2005 through 2007 and \$5,000 for any taxable year beginning in 2008 and years thereafter.~~

~~(ii) If the Individual is 50 or older, the applicable amount is \$3,500 for any taxable year beginning in 2002 through 2004, \$4,500 for any taxable year beginning in 2005, \$5,000 for any taxable year beginning in 2006 through 2007 and \$6,000 for any taxable year beginning in 2008 and years thereafter.~~

After 2008, the limits in paragraph (b)(i) and (ii) above \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(C). Such adjustments will be in multiples of \$500.
(ii) If the Individual 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 Individual'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 (~~"modified AGI," defined in (g) below~~) in accordance with the following table:

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

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

~~(d) **QUALIFIED ROLLOVER CONTRIBUTION LIMIT.** A rollover from a non-Roth IRA cannot be made to this IRA if, for the year the amount is distributed from the non-Roth IRA, (i) the Individual is married and files a separate return, (ii) the Individual is not married and has modified AGI in excess of \$100,000 or (iii) the Individual is married and together the Individual and the Individual'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.~~

~~(e) **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 Individual 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) MODIFIED AGI. For purposes of (c) and (d) above, an Individual's modified AGI for a taxable year is defined in § 408A(e)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a non-Roth IRA (a "conversion").~~

~~(h)-(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 Code § 408(d)(3), except the one-rollover-per-year rule of § 408(d)(3)(B) does not apply if the distribution is from a non-Roth IRA. If the distribution 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 a certain airline employees may be contributed if the contribution is made within 180 days of receiving the payment.~~

~~(i) 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 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). In the case of a married Individual 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 ~~a Roth IRA contribution to a Roth IRA or a deductible contribution to a non-Roth IRA.~~ 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 Individual for whose benefit the contract was originally established. If this is an inherited IRA within the meaning of Code § 408 (d) (3) (C), this paragraph does not apply.

4. (a) Notwithstanding any provision of this IRA to the contrary, the distribution of the Individual'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 4c 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 Individual, his or her entire interest will be distributed at least as rapidly as follows:

(i) If the designated beneficiary is someone other than the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual'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 Individual'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 year following the year of death.

(ii) If the Individual's sole designated beneficiary is the Individual's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Individual's death (or by the end of the calendar year in which the Individual 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 Individual'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 ~~Temporary~~ Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

(e) If the sole designated beneficiary is the Individual's surviving spouse, the spouse may elect to treat the IRA as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a contribution to the IRA or fails to take required distributions as a beneficiary.

(f) If 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. The Contract does not require fixed contributions.

Any refund of premiums (other than those attributable to excess contributions) arising under the Contract will be applied before the close of the calendar year following the year of the refund as contributions toward the Contract.

6. The issuer of a Roth individual retirement annuity shall furnish annual calendar year reports concerning the status of the annuity and such information concerning required minimum distribution as is prescribed by the Commissioner of the Internal Revenue.

7. The interest of the Individual is nonforfeitable.

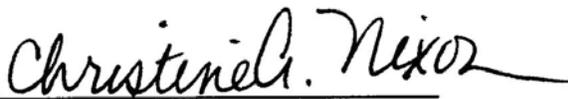
8. This contract is nontransferable by the Individual.

7.9. 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.

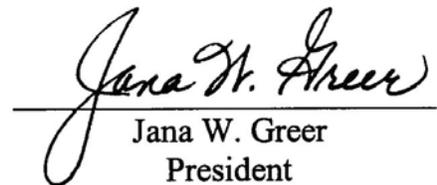
In the event of any conflict between the terms of this Contract and any sections of the Code applicable to Code Section 408A annuities, the Code will govern. The Company is not liable for any tax or tax penalties paid by any party resulting from failure to comply with the Code and any rulings, regulations, and requirements thereunder relating to this Contract. The Company may amend this Endorsement or the Contract to which it is attached at any time and from time to time to conform to applicable changes in the Code or state insurance laws, and any rulings, regulations, or requirements promulgated thereunder. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.

All other terms and conditions of the Contract remain unchanged.

SUNAMERICA LIFE INSURANCE COMPANY



Christine A. Nixon
Secretary



Jana W. Greer
President



Mallary L. Reznik
Senior Vice President



Jana W. Greer
President

SUNAMERICA LIFE INSURANCE COMPANY

INDIVIDUAL RETIREMENT ANNUITY ENDORSEMENT

This Endorsement amends the Contract or Certificate ("Contract") to which it is attached so that it may qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code (Code) and the Regulations under that Section. The endorsement may be amended from time to time to comply with changes in the Internal Revenue Code. The Owner or Participant ("Owner") has the right to refuse to accept any such amendment; however, We shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal. In the case of a conflict with any provision in the Contract, the provisions of this Endorsement will control. The effective date of this Endorsement is the Contract Date shown on the Contract Data Page. The Contract is amended as follows:

1. The Owner, Annuitant and Payee shall be the same individual. The Owner, Annuitant and Payee cannot be changed, except as otherwise permitted under the Code and applicable regulations. All distributions made while the Owner is alive must be made to the Owner.
2. The interest of the Owner under this Contract shall be nonforfeitable except as provided by law.
3. This Contract may not be sold, assigned, discounted, pledged as collateral for a loan or as security for the performance of any obligation or for any other purpose, or otherwise transferred (other than a transfer incident to a divorce or separation instrument in accordance with Section 408(d)(6) of the Code) to any person other than to the Company.
4. This Contract is established for the exclusive benefit of the Owner and his or her Beneficiary(ies). 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 Endorsement to the "Owner" are to the deceased Owner.
5. Purchase Payment(s) are flexible. You may change the amounts, frequency and/or timing of Purchase Payments.
6. (a) Except in the case of a rollover contribution (as ~~permitted~~ 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 a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in § 408(k), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed:

~~(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~~

\$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)(~~ED~~). 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) \$500 for any taxable year beginning in 2002 through 2005; and~~
~~(2) \$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 Code § 219 (b) (5) (C) may contribute up to \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes contributions under this paragraph (d) may not also make contributions under paragraph (b).

(e) 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.

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

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

8. (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 9 (c)) must satisfy the requirements of Code § 408(a)(6) and the regulations thereunder, rather than paragraphs (b), (c) and (d) below and section 9 .

(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~~F~~ of the ~~Temporary~~ Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of § 1.401(a)(9)-6~~F~~.

. 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~~F~~ of the ~~Temporary~~ 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.

9. Unless otherwise permitted under applicable law, upon the death of the Owner:

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

(3) If there is no designated beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Owner's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(2) above).

(4) Life expectancy is determined using the Single Life Table in Q&A-1 of § 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole designated beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the beneficiary's age in the year specified in paragraph (b)(1) or (2) and reduced by 1 for each subsequent year.

(c) The "interest" in the IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of § 1.408-8 of the Income Tax Regulations and the actuarial value of any other benefits provided under the IRA, such as guaranteed death benefits.

(d) For purposes of paragraphs (a) and (b) above, 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~~F~~ of the

~~Temporary~~ 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.

10. The Company shall furnish annual calendar year reports concerning the status of the annuity and such information concerning minimum required distributions as is prescribed by the Commissioner of Internal Revenue.

11. The MISSTATEMENT OF AGE OR SEX section of the Contract is deleted and replaced by the following section entitled MISSTATEMENT OF AGE:

MISSTATEMENT OF AGE

If the Age of any Annuitant has been misstated, future annuity payments will be adjusted using the correct Age according to Our rates in effect on the date that annuity payments were determined. Any overpayment from the Fixed Annuity Payments, plus interest at the rate of 4% per year, will be deducted from the next payment(s) due. Any underpayment from the Fixed Annuity Payments, plus interest at the rate of 4% per year, will be paid in full with the next payment due. Any overpayment from the Variable Portfolios ("Subaccounts") will be deducted from the next payment(s) due. Any underpayment from the Variable Portfolios will be paid in full with the next payment due.

12. The PROOF OF AGE, SEX OR SURVIVAL section of the Contract is deleted and replaced by the following section entitled PROOF OF AGE AND SURVIVAL.

PROOF OF AGE AND SURVIVAL. We may require satisfactory proof of correct age at anytime. If any payment under this Contract depends on the Annuitant being alive, we may require satisfactory proof of survival.

13. Except to the extent Treasury regulations allow Us to offer additional Annuity Payment Options that are acceptable to Us, only the Annuity Payment Options as described in the Contract shall be offered unless We consent to the use of an additional option.

Any additional Annuity Payment Option under the Contract must meet the requirements of section 408(b) of the Code and applicable regulations. The provisions of this Endorsement reflecting the requirements of Code Sections 401(a)(9) and 408(b) override any additional Annuity Payment Option inconsistent with such requirements.

If a guaranteed or specified period of payments is chosen under an Annuity Payment Option, the length of the period must not exceed the shorter of (1) the Owner's life expectancy, or if a designated second person is named, the joint and last survivor expectancy of the Owner and the designated second person, and (2) the applicable maximum period under Section 1.401(a)(9)-2 of the Income Tax Regulations.

14. If you return the Contract within 10 days after the Contract Date, the Company will refund the amount of your Purchase Payments, without adjustment for such items as sales commissions, administrative expenses, and fluctuation in market value for the Valuation Period in which the

Contract is received. We reserve the right to allocate your Purchase Payment(s) ~~paid~~ to the Cash Management Subaccount or the Money Market Portfolio, whichever is applicable, until the end of the Right to Examine period. Thereafter, allocations will be made as You have specified and/or shown on the Contract Data Page.

15. The provisions of this Endorsement are intended to comply with the requirements of the Code and applicable regulations for IRAs under Section 408(b) of the Code. The Company reserves the right to amend the Contract and this Endorsement from time to time when such amendment is necessary to assure continued qualification of the Contract as an IRA under Section 408(b) of the Code (and any successor provision) as in effect from time to time. The Owner has the right to refuse to accept any such amendment; however, we shall not be held liable for any tax consequences incurred by the Owner as a result of such refusal.
16. 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.
17. The tables in the Annuity Payment Options section of the Contract are deleted and replaced by the following:

FIXED ANNUITY PAYMENT OPTIONS TABLE

**OPTIONS 1 & 4 – TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
(Monthly installments for ages not shown will be furnished upon request.)**

| Age of Annuitant | Option 1 Life Annuity | Option 4 Life Annuity (w/120 payments guaranteed) | Option 4 Life Annuity (w/240 payments guaranteed) |
|-----------------------------|----------------------------------|--|--|
| 55 | 4.04 | 4.00 | 3.90 |
| 56 | 4.11 | 4.08 | 3.96 |
| 57 | 4.19 | 4.15 | 4.02 |
| 58 | 4.28 | 4.23 | 4.09 |
| 59 | 4.37 | 4.32 | 4.15 |
| 60 | 4.47 | 4.41 | 4.22 |
| 61 | 4.57 | 4.50 | 4.29 |
| 62 | 4.68 | 4.61 | 4.36 |
| 63 | 4.80 | 4.71 | 4.43 |
| 64 | 4.93 | 4.82 | 4.50 |
| 65 | 5.07 | 4.94 | 4.57 |
| 66 | 5.21 | 5.07 | 4.64 |
| 67 | 5.37 | 5.20 | 4.72 |
| 68 | 5.53 | 5.34 | 4.79 |
| 69 | 5.71 | 5.48 | 4.86 |
| 70 | 5.90 | 5.63 | 4.92 |
| 71 | 6.11 | 5.79 | 4.99 |
| 72 | 6.33 | 5.95 | 5.05 |
| 73 | 6.57 | 6.13 | 5.11 |
| 74 | 6.82 | 6.30 | 5.16 |
| 75 | 7.10 | 6.48 | 5.21 |
| 76 | 7.39 | 6.67 | 5.26 |
| 77 | 7.71 | 6.86 | 5.30 |
| 78 | 8.05 | 7.05 | 5.34 |
| 79 | 8.42 | 7.24 | 5.37 |
| 80 | 8.81 | 7.44 | 5.40 |
| 81 | 9.24 | 7.63 | 5.42 |
| 82 | 9.70 | 7.82 | 5.44 |
| 83 | 10.19 | 8.00 | 5.46 |
| 84 | 10.72 | 8.17 | 5.47 |
| 85 | 11.29 | 8.34 | 5.49 |

FIXED ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with a guaranteed interest rate of [1.50%], with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Fixed Annuity Income Payment Options Table does not include any applicable premium tax.

OPTION 2 ~~OPTION~~ **1 & 4 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.**

(Monthly installments for ages not shown will be furnished upon request.)

(Monthly installments for ages not shown will be furnished upon request.)

| <u>Age of Annuitant</u> | <u>Option 1 Life Annuity</u> | <u>Option 4 Life Annuity (w/120 payments guaranteed)</u> | <u>Option 4 Life Annuity (w/240 payments guaranteed)</u> |
|-------------------------|----------------------------------|--|--|
| | <u>Unisex</u> | <u>Unisex</u> | <u>Unisex</u> |
| <u>55</u> | <u>4.64</u> | <u>4.59</u> | <u>4.44</u> |
| <u>56</u> | <u>4.72</u> | <u>4.67</u> | <u>4.50</u> |
| <u>57</u> | <u>4.82</u> | <u>4.76</u> | <u>4.56</u> |
| <u>58</u> | <u>4.91</u> | <u>4.85</u> | <u>4.63</u> |
| <u>59</u> | <u>5.01</u> | <u>4.94</u> | <u>4.69</u> |
| <u>60</u> | <u>5.12</u> | <u>5.04</u> | <u>4.76</u> |
| <u>61</u> | <u>5.24</u> | <u>5.14</u> | <u>4.82</u> |
| <u>62</u> | <u>5.37</u> | <u>5.25</u> | <u>4.89</u> |
| <u>63</u> | <u>5.50</u> | <u>5.37</u> | <u>4.96</u> |
| <u>64</u> | <u>5.64</u> | <u>5.49</u> | <u>5.02</u> |
| <u>65</u> | <u>5.79</u> | <u>5.62</u> | <u>5.09</u> |
| <u>66</u> | <u>5.96</u> | <u>5.75</u> | <u>5.15</u> |
| <u>67</u> | <u>6.13</u> | <u>5.89</u> | <u>5.22</u> |
| <u>68</u> | <u>6.32</u> | <u>6.04</u> | <u>5.28</u> |
| <u>69</u> | <u>6.52</u> | <u>6.19</u> | <u>5.33</u> |
| <u>70</u> | <u>6.73</u> | <u>6.35</u> | <u>5.39</u> |
| <u>71</u> | <u>6.96</u> | <u>6.51</u> | <u>5.44</u> |
| <u>72</u> | <u>7.21</u> | <u>6.68</u> | <u>5.48</u> |
| <u>73</u> | <u>7.47</u> | <u>6.86</u> | <u>5.53</u> |
| <u>74</u> | <u>7.76</u> | <u>7.04</u> | <u>5.56</u> |
| <u>75</u> | <u>8.06</u> | <u>7.22</u> | <u>5.60</u> |
| <u>76</u> | <u>8.39</u> | <u>7.40</u> | <u>5.63</u> |
| <u>77</u> | <u>8.75</u> | <u>7.59</u> | <u>5.65</u> |
| <u>78</u> | <u>9.13</u> | <u>7.78</u> | <u>5.67</u> |
| <u>79</u> | <u>9.54</u> | <u>7.96</u> | <u>5.69</u> |
| <u>80</u> | <u>9.98</u> | <u>8.14</u> | <u>5.71</u> |
| <u>81</u> | <u>10.45</u> | <u>8.31</u> | <u>5.72</u> |
| <u>82</u> | <u>10.96</u> | <u>8.48</u> | <u>5.73</u> |
| <u>83</u> | <u>11.51</u> | <u>8.63</u> | <u>5.74</u> |
| <u>84</u> | <u>12.10</u> | <u>8.78</u> | <u>5.74</u> |
| <u>85</u> | <u>12.73</u> | <u>8.92</u> | <u>5.75</u> |

OPTION 2 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

Joint & 100% Survivor Life Annuity

| <u>Age of Annuitant</u> | <u>Age of Annuitant</u> | | | | | | |
|-------------------------|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| 55 | 3.54 | 3.66 | 3.77 | 3.85 | 3.92 | 3.97 | 4.00 |
| 60 | 3.66 | 3.83 | 3.99 | 4.14 | 4.25 | 4.34 | 4.39 |
| 65 | 3.77 | 3.99 | 4.23 | 4.45 | 4.65 | 4.80 | 4.91 |
| 70 | 3.85 | 4.14 | 4.45 | 4.78 | 5.10 | 5.37 | 5.57 |
| 75 | 3.92 | 4.25 | 4.65 | 5.10 | 5.57 | 6.02 | 6.40 |
| 80 | 3.97 | 4.34 | 4.80 | 5.37 | 6.02 | 6.70 | 7.35 |
| 85 | 4.00 | 4.39 | 4.91 | 5.57 | 6.40 | 7.35 | 8.35 |

OPTION 3 – TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request.)

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | <u>3.01</u> | <u>3.15</u> | <u>3.27</u> | <u>3.36</u> | <u>3.43</u> | <u>3.47</u> | <u>3.50</u> |
| <u>60</u> | <u>3.15</u> | <u>3.36</u> | <u>3.55</u> | <u>3.71</u> | <u>3.82</u> | <u>3.90</u> | <u>3.96</u> |
| <u>65</u> | <u>3.27</u> | <u>3.55</u> | <u>3.83</u> | <u>4.08</u> | <u>4.29</u> | <u>4.45</u> | <u>4.55</u> |
| <u>70</u> | <u>3.36</u> | <u>3.71</u> | <u>4.08</u> | <u>4.46</u> | <u>4.81</u> | <u>5.10</u> | <u>5.31</u> |
| <u>75</u> | <u>3.43</u> | <u>3.82</u> | <u>4.29</u> | <u>4.81</u> | <u>5.35</u> | <u>5.85</u> | <u>6.25</u> |
| <u>80</u> | <u>3.47</u> | <u>3.90</u> | <u>4.45</u> | <u>5.10</u> | <u>5.85</u> | <u>6.62</u> | <u>7.33</u> |
| <u>85</u> | <u>3.50</u> | <u>3.96</u> | <u>4.55</u> | <u>5.31</u> | <u>6.25</u> | <u>7.33</u> | <u>8.44</u> |

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
 (Monthly installments for ages not shown will be furnished upon request.)
Joint & 100% Survivor Life Annuity (w/120 payments guaranteed)

| <u>Age of Annuitant</u> | <u>Age of Annuitant</u> | | | | | | |
|-------------------------|-------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| 55 | 3.54 | 3.66 | 3.76 | 3.85 | 3.91 | 3.96 | 3.98 |
| 60 | 3.66 | 3.83 | 3.99 | 4.13 | 4.24 | 4.32 | 4.37 |
| 65 | 3.76 | 3.99 | 4.22 | 4.44 | 4.63 | 4.77 | 4.86 |
| 70 | 3.85 | 4.13 | 4.44 | 4.76 | 5.06 | 5.31 | 5.47 |
| 75 | 3.91 | 4.24 | 4.63 | 5.06 | 5.50 | 5.89 | 6.18 |
| 80 | 3.96 | 4.32 | 4.77 | 5.31 | 5.89 | 6.46 | 6.92 |
| 85 | 3.98 | 4.37 | 4.86 | 5.47 | 6.18 | 6.92 | 7.55 |

Fixed Payment for Specified Period

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | <u>3.01</u> | <u>3.15</u> | <u>3.27</u> | <u>3.36</u> | <u>3.42</u> | <u>3.46</u> | <u>3.48</u> |
| <u>60</u> | <u>3.15</u> | <u>3.36</u> | <u>3.54</u> | <u>3.70</u> | <u>3.81</u> | <u>3.89</u> | <u>3.93</u> |
| <u>65</u> | <u>3.27</u> | <u>3.54</u> | <u>3.82</u> | <u>4.07</u> | <u>4.27</u> | <u>4.41</u> | <u>4.49</u> |
| <u>70</u> | <u>3.36</u> | <u>3.70</u> | <u>4.07</u> | <u>4.44</u> | <u>4.77</u> | <u>5.02</u> | <u>5.18</u> |
| <u>75</u> | <u>3.42</u> | <u>3.81</u> | <u>4.27</u> | <u>4.77</u> | <u>5.26</u> | <u>5.67</u> | <u>5.96</u> |
| <u>80</u> | <u>3.46</u> | <u>3.89</u> | <u>4.41</u> | <u>5.02</u> | <u>5.67</u> | <u>6.28</u> | <u>6.73</u> |
| <u>85</u> | <u>3.48</u> | <u>3.93</u> | <u>4.49</u> | <u>5.18</u> | <u>5.96</u> | <u>6.73</u> | <u>7.35</u> |

OPTION 3 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
(Monthly installments for ages not shown will be furnished upon request)
Joint & 100% Survivor Life Annuity (w/240 payments guaranteed)

| <u>Age of Male Annuitant</u> | <u>Age of Female Annuitant</u> | | | | | | |
|------------------------------|--------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | <u>3.00</u> | <u>3.13</u> | <u>3.24</u> | <u>3.31</u> | <u>3.35</u> | <u>3.37</u> | <u>3.38</u> |
| <u>60</u> | <u>3.13</u> | <u>3.33</u> | <u>3.49</u> | <u>3.61</u> | <u>3.68</u> | <u>3.71</u> | <u>3.72</u> |
| <u>65</u> | <u>3.24</u> | <u>3.49</u> | <u>3.72</u> | <u>3.90</u> | <u>4.01</u> | <u>4.06</u> | <u>4.08</u> |
| <u>70</u> | <u>3.31</u> | <u>3.61</u> | <u>3.90</u> | <u>4.14</u> | <u>4.30</u> | <u>4.38</u> | <u>4.41</u> |
| <u>75</u> | <u>3.35</u> | <u>3.68</u> | <u>4.01</u> | <u>4.30</u> | <u>4.50</u> | <u>4.60</u> | <u>4.63</u> |
| <u>80</u> | <u>3.37</u> | <u>3.71</u> | <u>4.06</u> | <u>4.38</u> | <u>4.60</u> | <u>4.71</u> | <u>4.75</u> |
| <u>85</u> | <u>3.38</u> | <u>3.72</u> | <u>4.08</u> | <u>4.41</u> | <u>4.63</u> | <u>4.75</u> | <u>4.80</u> |

OPTION 5 - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

| <u>Number of Years</u> | <u>Fixed Payment for Specified Period</u> | | | | | | |
|------------------------|---|------------------------|------------------------|------------------------|------------------------|------------------------|------------------------|
| | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> | <u>Number of Years</u> | <u>Monthly Payment</u> |
| | | <u>10</u> | <u>9.618.96</u> | <u>17</u> | <u>6.235.55</u> | <u>24</u> | <u>4.8413</u> |
| | | <u>11</u> | <u>8.8621</u> | <u>18</u> | <u>5.9627</u> | <u>25</u> | <u>4.713.99</u> |
| <u>5</u> | <u>17.9128</u> | <u>12</u> | <u>8.247.58</u> | <u>19</u> | <u>5.7303</u> | <u>26</u> | <u>4.593.86</u> |
| <u>6</u> | <u>15.14.51</u> | <u>13</u> | <u>7.7105</u> | <u>20</u> | <u>5.514.81</u> | <u>27</u> | <u>4.473.75</u> |
| <u>7</u> | <u>13.1612.53</u> | <u>14</u> | <u>7.266.59</u> | <u>21</u> | <u>5.324.62</u> | <u>28</u> | <u>4.373.64</u> |
| <u>8</u> | <u>11.6804</u> | <u>15</u> | <u>6.8720</u> | <u>22</u> | <u>5.154.44</u> | <u>29</u> | <u>4.273.54</u> |
| <u>9</u> | <u>10.539.89</u> | <u>16</u> | <u>6.535.85</u> | <u>23</u> | <u>4.9928</u> | <u>30</u> | <u>4.183.44</u> |

VARIABLE ANNUITY INCOME PAYMENT OPTIONS TABLE

BASIS OF COMPUTATION

The actuarial basis for the Table of Annuity Rates is the Annuity 2000 Mortality Table with an effective annual Assumed Investment Rate of [3.50%], with quinquennial age setbacks. For every five years that the Contract has been in effect at the time of annuitization, the Annuitant's age will be set back by one year to determine the applicable factors. The Variable Annuity Income Payment Options Table does not include any applicable premium tax.

OPTIONS 1v& 4v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000

(Monthly installments for ages not shown will be furnished upon request.)

| <u>Age of Annuitant</u> | <u>Option 1v</u> | <u>Option 4v</u> | <u>Option 4v</u> |
|-----------------------------|---------------------|---|---|
| | <u>Life Annuity</u> | <u>Life Annuity</u> <u>(w/120 payments</u> <u>guaranteed)</u> | <u>Life Annuity</u> <u>(w/240 payments</u> <u>guaranteed)</u> |
| | <u>Unisex</u> | <u>Unisex</u> | <u>Unisex</u> |
| <u>55</u> | <u>3.53</u> | <u>3.50</u> | <u>3.38</u> |
| <u>56</u> | <u>3.61</u> | <u>3.58</u> | <u>3.44</u> |
| <u>57</u> | <u>3.71</u> | <u>3.67</u> | <u>3.51</u> |
| <u>58</u> | <u>3.80</u> | <u>3.76</u> | <u>3.58</u> |
| <u>59</u> | <u>3.91</u> | <u>3.85</u> | <u>3.65</u> |
| <u>60</u> | <u>4.02</u> | <u>3.96</u> | <u>3.72</u> |
| <u>61</u> | <u>4.13</u> | <u>4.06</u> | <u>3.79</u> |
| <u>62</u> | <u>4.26</u> | <u>4.18</u> | <u>3.87</u> |
| <u>63</u> | <u>4.39</u> | <u>4.30</u> | <u>3.94</u> |
| <u>64</u> | <u>4.53</u> | <u>4.42</u> | <u>4.01</u> |
| <u>65</u> | <u>4.69</u> | <u>4.55</u> | <u>4.08</u> |
| <u>66</u> | <u>4.85</u> | <u>4.69</u> | <u>4.15</u> |
| <u>67</u> | <u>5.02</u> | <u>4.83</u> | <u>4.22</u> |
| <u>68</u> | <u>5.20</u> | <u>4.98</u> | <u>4.29</u> |
| <u>69</u> | <u>5.40</u> | <u>5.14</u> | <u>4.35</u> |
| <u>70</u> | <u>5.61</u> | <u>5.31</u> | <u>4.41</u> |
| <u>71</u> | <u>5.84</u> | <u>5.48</u> | <u>4.47</u> |
| <u>72</u> | <u>6.08</u> | <u>5.65</u> | <u>4.52</u> |
| <u>73</u> | <u>6.34</u> | <u>5.83</u> | <u>4.56</u> |
| <u>74</u> | <u>6.62</u> | <u>6.02</u> | <u>4.61</u> |
| <u>75</u> | <u>6.92</u> | <u>6.21</u> | <u>4.64</u> |
| <u>76</u> | <u>7.24</u> | <u>6.40</u> | <u>4.67</u> |
| <u>77</u> | <u>7.59</u> | <u>6.59</u> | <u>4.70</u> |
| <u>78</u> | <u>7.96</u> | <u>6.79</u> | <u>4.73</u> |
| <u>79</u> | <u>8.37</u> | <u>6.98</u> | <u>4.74</u> |
| <u>80</u> | <u>8.80</u> | <u>7.17</u> | <u>4.76</u> |
| <u>81</u> | <u>9.27</u> | <u>7.35</u> | <u>4.77</u> |
| <u>82</u> | <u>9.77</u> | <u>7.53</u> | <u>4.79</u> |
| <u>83</u> | <u>10.31</u> | <u>7.69</u> | <u>4.79</u> |
| <u>84</u> | <u>10.88</u> | <u>7.85</u> | <u>4.80</u> |
| <u>85</u> | <u>11.50</u> | <u>8.00</u> | <u>4.81</u> |

OPTION 2v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.

(Monthly installments for ages not shown will be furnished upon request.)

Joint & 100% Survivor Life Annuity

Age of
Male
Annuitant

| | <u>Age of Female Annuitant</u> | | | | | | |
|-----------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | 4.09 | 4.22 | 4.34 | 4.44 | 4.51 | 4.56 | 4.59 |
| <u>60</u> | 4.22 | 4.42 | 4.60 | 4.76 | 4.89 | 4.98 | 5.04 |
| <u>65</u> | 4.34 | 4.60 | 4.87 | 5.12 | 5.34 | 5.51 | 5.62 |
| <u>70</u> | 4.44 | 4.76 | 5.12 | 5.49 | 5.85 | 6.15 | 6.37 |
| <u>75</u> | 4.51 | 4.89 | 5.34 | 5.85 | 6.38 | 6.89 | 7.30 |
| <u>80</u> | 4.56 | 4.98 | 5.51 | 6.15 | 6.89 | 7.66 | 8.38 |
| <u>85</u> | 4.59 | 5.04 | 5.62 | 6.37 | 7.30 | 8.38 | 9.49 |

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
(Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/120 payments guaranteed)

Age of
Male
Annuitant

| | <u>Age of Female Annuitant</u> | | | | | | |
|-----------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | 4.08 | 4.22 | 4.34 | 4.43 | 4.50 | 4.55 | 4.57 |
| <u>60</u> | 4.22 | 4.41 | 4.60 | 4.75 | 4.87 | 4.95 | 5.00 |
| <u>65</u> | 4.34 | 4.60 | 4.86 | 5.10 | 5.31 | 5.46 | 5.55 |
| <u>70</u> | 4.43 | 4.75 | 5.10 | 5.46 | 5.79 | 6.05 | 6.21 |
| <u>75</u> | 4.50 | 4.87 | 5.31 | 5.79 | 6.27 | 6.68 | 6.96 |
| <u>80</u> | 4.55 | 4.95 | 5.46 | 6.05 | 6.68 | 7.26 | 7.70 |
| <u>85</u> | 4.57 | 5.00 | 5.55 | 6.21 | 6.96 | 7.70 | 8.29 |

OPTION 3v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
(Monthly installments for ages not shown will be furnished upon request)
Joint and 100% Survivor Life Annuity (w/240 payments guaranteed)

Age of
Male
Annuitant

| | <u>Age of Female Annuitant</u> | | | | | | |
|-----------|--------------------------------|-----------|-----------|-----------|-----------|-----------|-----------|
| | <u>55</u> | <u>60</u> | <u>65</u> | <u>70</u> | <u>75</u> | <u>80</u> | <u>85</u> |
| <u>55</u> | 4.07 | 4.20 | 4.30 | 4.37 | 4.42 | 4.43 | 4.44 |
| <u>60</u> | 4.20 | 4.38 | 4.53 | 4.65 | 4.71 | 4.74 | 4.76 |
| <u>65</u> | 4.30 | 4.53 | 4.74 | 4.91 | 5.02 | 5.07 | 5.09 |
| <u>70</u> | 4.37 | 4.65 | 4.91 | 5.14 | 5.28 | 5.36 | 5.38 |
| <u>75</u> | 4.42 | 4.71 | 5.02 | 5.28 | 5.46 | 5.56 | 5.59 |
| <u>80</u> | 4.43 | 4.74 | 5.07 | 5.36 | 5.56 | 5.66 | 5.70 |
| <u>85</u> | 4.44 | 4.76 | 5.09 | 5.38 | 5.59 | 5.70 | 5.74 |

OPTION 5v - TABLE OF MONTHLY INSTALLMENTS PER \$1,000.
Payments for a Specified Period

| <u>Number of Years</u> | <u>Monthly Payment</u> |
|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|----------------------------|
| | | <u>10</u> | <u>9.83</u> | <u>17</u> | <u>6.47</u> | <u>24</u> | <u>5.09</u> |
| | | <u>11</u> | <u>9.09</u> | <u>18</u> | <u>6.20</u> | <u>25</u> | <u>4.96</u> |

| | | | | | | | |
|----------|--------------|-----------|-------------|-----------|-------------|-----------|-------------|
| <u>5</u> | <u>18.12</u> | <u>12</u> | <u>8.46</u> | <u>19</u> | <u>5.97</u> | <u>26</u> | <u>4.84</u> |
| <u>6</u> | <u>15.35</u> | <u>13</u> | <u>7.94</u> | <u>20</u> | <u>5.75</u> | <u>27</u> | <u>4.73</u> |
| <u>7</u> | <u>13.38</u> | <u>14</u> | <u>7.49</u> | <u>21</u> | <u>5.56</u> | <u>28</u> | <u>4.63</u> |
| <u>8</u> | <u>11.90</u> | <u>15</u> | <u>7.10</u> | <u>22</u> | <u>5.39</u> | <u>29</u> | <u>4.53</u> |
| <u>9</u> | <u>10.75</u> | <u>16</u> | <u>6.76</u> | <u>23</u> | <u>5.24</u> | <u>30</u> | <u>4.45</u> |

All other terms and conditions of the Contract remain unchanged.

Signed for the Company to be effective on the Contract Date.

SUNAMERICA LIFE INSURANCE COMPANY

Christine A. Nixon

Christine A. Nixon
Secretary

Jana W. Greer

Jana W. Greer
President

Mallory L. Reznik

Mallory L. Reznik
Senior Vice President

Jana W. Greer

Jana W. Greer
President

SunAmerica Life Insurance Company

Statement of Variability (SOV) for Forms:

SAE-6171 (12/10)

SAE-6172 (12/10)

SAE-6173 (12/10)

March 12, 2012

Variability denoted by the use of brackets

1. The officer signature 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.