

The Variable Annuity Life Insurance Company (VALIC)
Houston, Texas

This Agreement is made and entered into by and between _____ (the "Employer")
and The Variable Annuity Life Insurance Company ("VALIC"), a Texas corporation, on this _____ day
of _____, 20 _____ (insert date on or after 01/01/02).

ARTICLE I - PURPOSE

The Employer maintains a deferred compensation plan (the "Plan"). In the interest of economy and efficiency, the Employer deems it desirable to contract for administrative services pertaining to accounting for deferrals, disbursements of funds, proper reporting to participants and the Internal Revenue Service, and withholding of taxes, if applicable. Therefore, the Employer designates VALIC its agent to perform the services outlined in this Agreement and deposit income tax amounts as required by law. VALIC's undertaking to provide administrative services hereunder is limited to those amounts of deferred compensation under the Plan that the Employer has invested in annuity contracts issued by VALIC.

ARTICLE II - DEFINITIONS

As used in this Agreement, the following definitions shall apply unless the context indicates otherwise:

- 2.1 Agent — The Variable Annuity Life Insurance Company ("VALIC").
- 2.2 Annuity Contract — The group or individual annuity contract(s) between the Employer or Plan Participants and VALIC.
- 2.3 Employer — _____
Employer Name

Employer Address
- 2.4 Participant — An employee or independent contractor of the Employer electing to participate in the Plan.
- 2.5 Plan — The _____ Deferred Compensation Plan.
Name of Plan

Check one:

- A. a 457(b) or "eligible" deferred compensation plan described under section 457 of the Internal Revenue Code of 1986, as amended.
- B. a 457(f) or "ineligible" deferred compensation plan sponsored by a tax-exempt or governmental organization.
- C. a nonqualified (top hat) deferred compensation plan sponsored by a for-profit organization.

ARTICLE III - RESPONSIBILITIES OF EMPLOYER

- 3.1 For distributions prior to January 1, 2002, and for any other distributions to which this requirement may apply on or after January 1, 2002, the Employer shall complete and sign all forms necessary for VALIC's appointment as its agent with the Internal Revenue Service, or where applicable, those forms that release VALIC of said appointment.
- 3.2 The Employer shall forward a Participant's deferred compensation to VALIC within the time limitations imposed by applicable Federal and/or state law.
- 3.3 The Employer shall notify VALIC in writing of all Participant information requested by VALIC, including, but not limited to, age, Social Security number and beneficiary information.
- 3.4 The Employer shall direct VALIC to make benefit payments under the Plan in accordance with the annuity option specified by the Employer or Participant and shall supply VALIC with the amount of the account to be distributed.
- 3.5 The Employer shall be responsible for approval of all requests for unforeseeable emergency withdrawals under the Plan and direct VALIC to make approved disbursements in amounts specified by the Employer. Unforeseeable Emergency Withdrawal requests shall be processed as follows (check one below):
- A. Employer has reviewed VALIC's Unforeseeable Emergency Withdrawal procedures and, having determined such procedures to be consistent with the terms of the Plan, hereby adopts such procedures and delegates the function to VALIC. By signature on this Agreement, Employer approves all unforeseeable emergency withdrawal requests made and processed in accordance with VALIC's procedures adopted by Employer for the Plan.
- B. Employer will review all requests for and make all determinations regarding unforeseeable emergency withdrawals and will indicate distribution approval by signature on all Unforeseeable Emergency Withdrawal request forms.

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ARTICLE IV - VALIC RESPONSIBILITIES

- 4.1 VALIC shall furnish periodic confirmation statements of accounts showing activity and the total value of each Participant's account(s) to (check one below):
 A. Participants; or
 B. the Employer.
- 4.2 VALIC shall compute and deduct income taxes required by law to be withheld for all distributions (check one below).
 A. Yes. **This option is only available if you checked 2.5(A).**
 B. No. **This option is not available if you checked 2.5(A) and are a governmental employer.**
- 4.3 VALIC shall issue the disbursements in accordance with the provisions of the Annuity Contract and the Plan at the direction of and in amounts specified by the Employer. Such disbursements shall be made payable and mailed to participants. **This does not apply if 4.2(B) was checked.**
- 4.4 Disbursements shall be made from the account maintained by VALIC on behalf of the Employer in accordance with the terms of the Annuity Contract and the Plan; provided, however, that if the Employer terminates the Annuity Contract, VALIC shall be obligated to make disbursements only to the extent that funds are still available in the account of the Employer.
- 4.5 VALIC shall compute and deduct income taxes required by law to be withheld from distributions from the Plan, and for distributions prior to January 1, 2002, such determinations shall be made under the wage bracket method for all distributions for Federal income tax purposes and as may be specified below for State income tax purposes. A report of such withheld taxes will be forwarded by VALIC to the Internal Revenue Service within the time prescribed by law.
This only applies if you checked 2.5(A).
State income tax withholding (Specify one only):
 wage bracket method for all distributions.
 current percentage rate specified by state law for all distributions.
- For distributions prior to January 1, 2002, and for any other distributions to which this requirement may apply on or after January 1, 2002, Employer agrees to furnish VALIC a properly completed Withholding Allowance Certificate (Form W-4) for each Participant receiving a disbursement. VALIC will not withhold Federal income tax for any employee who claims an exemption from withholding on Form W-4 by indicating no tax liability for the preceding year and none expected for the current year.
- 4.6 VALIC shall furnish to each Participant tax reporting form(s) required by the applicable taxing authority, including a statement of gross amounts paid to the Participant and the amount of Federal, state and local income tax withheld by VALIC, if any.
- 4.7 VALIC shall furnish to the Employer, upon request, annual and semi-annual reports for The Variable Annuity Life Insurance Company Separate Account(s) for distribution to Participants.
- 4.8 VALIC shall establish and maintain records of notifications from Employer concerning Participants who are to receive disbursements, gross payments under the Agreement, amounts of Federal, state and local income withheld by VALIC on behalf of the Employer and reports of such income and deposits filed with the appropriate governmental agencies by VALIC on behalf of the Employer.

ARTICLE V - MISCELLANEOUS

- 5.1 **Term.** This Agreement shall become effective immediately upon execution by VALIC and shall remain in force until terminated by either party as provided below.
- 5.2 **Termination.** This Agreement may be terminated by either party upon sixty (60) days' written notice to the other party of the intent to terminate. Upon any such termination, Agent shall deliver to the Employer all records and reports required by this Agreement.
- 5.3 **Information.** VALIC relies on the information provided to it by the Employer and Plan Participants and beneficiaries, and VALIC will not be responsible for claims resulting from the use by VALIC of any incorrect or misleading information provided to it by the Employer or Plan Participant or beneficiary.
- 5.4 **Assignment.** This Agreement may not be assigned without the written consent of the other party.
- 5.5 **Amendment.** The parties may amend this Agreement only in writing. Any such amendment must be approved by persons authorized to act on behalf of VALIC and the Employer.
- 5.6 **Notice.** Any notice provided for herein shall be in writing and shall be deemed to have been given when received by personal delivery or United States mail addressed to the Employer at the address given in section 2.3 or to VALIC at the address below:
Implementation Department
The Variable Annuity Life Insurance Company
2929 Allen Parkway
Houston, TX 77019
- 5.7 **Governing Law.** The laws of the State/Commonwealth of _____ shall govern the rights and obligations of the parties under this Agreement.

**ADMINISTRATIVE SERVICES
AGREEMENT**

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- 5.8 **Entire Agreement.** This Agreement and any written amendments hereto constitute the entire agreement of the parties. This Agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties.
- 5.9 **No Additional Cost.** The services rendered by VALIC pursuant to this Agreement shall be performed without additional cost to the Participants other than administrative and sales charges provided for in the Annuity Contract.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed to be effective as of the date herein above.

EMPLOYER:

Name

BY: _____
Signature

Name & Title

HOME OFFICE: THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

Name

BY: _____
Signature

Name & Title

ARTICLE VI - EMPLOYER NOTICE OF WITHHOLDING
(ATTN: Signature required here ONLY if 4.2(B) is checked under Article IV.)

Notice is hereby given by the Employer that all disbursements under the above-referenced Plan shall be made by VALIC to Employer in accordance with the Annuity Contract(s) entered into between VALIC and the Employer under the Plan in such amounts and at such times as Employer specifies in writing to VALIC. VALIC is hereby released from the responsibility, if any, of withholding Federal and state income taxes from all disbursements made to Employer under the above-referenced Plan.

EMPLOYER:

Name

BY: _____
Signature

Name & Title