

Agreement Regarding Capital Transfer of Assets

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

This Agreement sets forth the terms and conditions under which _____ (the "Plan Sponsor") agrees to transfer, and The Variable Annuity Life Insurance Company ("VALIC") agrees to accept, certain assets of the Plan (the "Agreement").

Plan Name: _____

Plan Assets: \$ _____

Current Provider: _____

Provider Contact Name & Phone Number: _____

The parties hereby agree as follows:

REPRESENTATIONS OF PLAN SPONSOR:

The Plan Sponsor represents that it is the sponsor of the above-referenced Plan, and that as Plan Sponsor it is authorized and empowered, under the terms of its governing instruments and the terms of the Plan, to direct the transfer of assets of the Plan to VALIC in one (or more) sponsor-directed transfer(s), and that such transfer(s) is (are) consistent with the provisions of the Internal Revenue Code of 1986, as amended (the "Code"); the Employee Retirement Income Security Act of 1974 ("ERISA"); or any other local, state or federal law applicable to the Plan or the Plan Sponsor. The Plan Sponsor also represents that any such transfer is made pursuant to official board (or other governing body) action, and that the undersigned officer or representative of the Plan Sponsor is duly authorized and empowered to take this action on behalf of the Plan Sponsor.

The Plan Sponsor agrees to send and/or direct the previous insurance carrier, bank, custodian, or trustee for the Plan to send Plan assets and instructions regarding the allocation of the transferred assets to VALIC.

Prior to proceeding with instruction to move Plan assets, the Plan Sponsor must provide the following to VALIC, at which time an Implementation Consultant will be assigned to work with the Plan Sponsor to facilitate this transfer:

- executed original of this Agreement
- executed original Master Application for a VALIC group annuity contract
- executed original VALIC Service Provider Agreement (SPA) or Administrative Services Agreement
- copy of the current executed Plan Document, Adoption Agreement and any Amendment(s) and Board Resolutions as applicable
- the most current plan-level valuation of assets
- if VALIC is to perform compliance testing under the SPA, additional required information to be outlined by the Plan's Implementation Consultant

The Plan Sponsor agrees to provide black-out notice to all plan participants as required to ensure compliance with ERISA if applicable to its Plan.

The Plan Sponsor also agrees to provide (or direct the current service provider to provide) to VALIC a participant-level valuation in an electronic format with a matching trade date for the liquidated assets. This valuation will be used to allocate plan assets to participant accounts. The participant-level valuation shall be provided in "good order" (i.e., it must reconcile with the total amount of plan assets transferred). VALIC will not allocate funds to individual participant accounts without participant records that balance to transferred assets. The electronic file must contain all applicable information necessary to administer the plan including but not limited to: the participant's Social Security number, transferred assets by contribution source, year-to-date and inception-to-date contributions by source, 12/31/86 and 12/31/88 account balances for 403(b) arrangements.

The Plan Sponsor agrees to reimburse VALIC for costs relating to any corrective activity associated with the conversion due to omissions or errors on the part of the Plan Sponsor, any authorized Plan representative, or the current service provider. Should such corrective activity be required, the Plan Sponsor will be quoted a fee upon request prior to the corrective activity being undertaken.

The Plan Sponsor also agrees to VALIC's standard procedures, as set forth below under "VALIC Responsibilities," with respect to the treatment of transferred assets

that are allocated to participants who have not completed a VALIC enrollment form. The Plan Sponsor agrees that the procedures described herein apply only to amounts transferred from a prior carrier, not to additional or future premium payments or contributions under the Plan.

VALIC RESPONSIBILITIES

VALIC agrees that it shall hold the transferred assets in an unallocated account under the annuity contract chosen for the Plan by the Plan Sponsor, and that such unallocated account shall be invested in the Money Market Division of Separate Account A until such time as VALIC receives allocation instructions in good order from the Plan Sponsor or from the prior insurance carrier, custodian, bank or trustee of the Plan.

When VALIC receives allocation instructions in "good order," the assets shall be allocated to individual participant accounts in two transactions. One transaction shall be the allocation of the original capital transfer, based on the allocation instructions. The second transaction shall be the allocation of any earnings or losses on such amounts between the date the assets were received and the date the allocation instructions were received. It generally takes seven (7) business days to post funds to participants' accounts after receipt of the allocation instructions in good order. Individual participants shall not be allowed to direct the investment of their account in the Plan until such allocation instructions are received. If, as of the date of allocation, VALIC has received an enrollment form for an individual participant, that participant's account shall be invested in accordance with the participant's investment instructions, as permitted under the terms of the Plan.

If, as of the date assets are applied to individual participant accounts, VALIC does not have a completed enrollment form for an individual participant, VALIC shall establish a temporary "starter" account for such participant. In order to open a starter account, the participant's current address is required. If VALIC is unable to obtain the participant's address from the Plan Sponsor, we will use the Plan Sponsor's address. Amounts applied to "starter" accounts shall continue to be invested in the Money Market Division of Separate Account A until such time as the participant completes an enrollment form or otherwise provides the information needed to establish a permanent participant account.

If VALIC does not receive an application from the participant within 105 days after establishing the temporary account, the account may be closed and the amounts returned to the Plan Sponsor. The Plan Sponsor must provide the necessary information for the participant's account to be established. If the participant is no longer employed by the Plan Sponsor and his or her current address is not known to the Plan Sponsor, a permanent "Plan-Sponsor-directed" account will be established for the funds. Plan-Sponsor-directed accounts shall be invested in the Money Market Division of Separate Account A until the participant can be located, at which time the participant shall be allowed to direct the investment of his/her account(s), to the extent permitted under the terms of the Plan.

The undersigned individuals, as representatives of the Plan Sponsor and VALIC, do hereby evidence their agreement to the terms of this Agreement Regarding Capital Transfer of Assets by their signatures below, effective as of the date of the last signature:

Plan Sponsor Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Home Office Signature: _____

Print Name: _____

Print Title: _____

Date: _____

This form, along with any other requested materials, is to be returned by financial advisor to regional office for delivery to VALIC Home Office.