

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

1. AGREEMENT

This Agreement is made by and between: _____ and _____
 (Employer) (Employee)

The parties agree to and acknowledge the following:

- a. Employee agrees to defer compensation pursuant to Employer's Deferred Compensation Plan (Plan), which is an eligible deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code (IRC), and hereby accepts all of the terms, provisions, and conditions of the Plan, all of which are hereby incorporated into this Agreement.
- b. Commencing (date): _____ (MM/DD/YYYY), Employee agrees to defer the right to receive compensation to the extent of \$ _____ or _____% of compensation (per _____) in return for the benefits specified in the Plan, and this Agreement authorizes Employer to so reduce his or her compensation. Employee agrees that if the date specified in the preceding sentence is earlier than the first day of the month following the date of this Agreement, such date will be the first day of the month after the date of this Agreement. Employee understands and agrees that amounts deferred under this Agreement, taken together with amounts deferred under a prior or later agreement with respect to the same calendar year, shall not exceed the applicable deferred compensation IRC and Plan limitations and that Employer may limit contributions in order to comply with federal law and the Plan document. Employee hereby directs that any contributions in excess of such limits be returned to Employee in accordance with governing legal requirements.
- c. Employee's benefits under the Plan shall be based upon the amounts credited to Employee's Account, which shall reflect Employer's investment of Employee's Deferred Compensation. For this purpose, Employee requests that Employer invest Employee's Deferred Compensation under a group annuity contract meeting the requirements of IRC Section 457(b) issued by The Variable Annuity Life Insurance Company, a custodial account or other investment alternatives made available under the Plan.
- d. For private not-for-profit employer plans: Employee elects the following date for the commencement of benefits after separation from service: _____ (MM/DD/YYYY).
 The date selected may be (i) no earlier than the 61st day following Employee's Separation from Service with Employer, and (ii) no later than April 1st of the year following the year in which Employee attains age 70½ or separates from service with Employer, whichever is later. Employee may change this election at any time up until 60 days following Separation from Service. The election shall become irrevocable at that time unless Employer has elected under the Plan to allow an additional one-time election to defer the commencement of benefits to a later date. Employee's benefit shall be paid under a payment option available under the Plan that is selected by Employee at least 30 days before the benefit commencement date.
- e. Investment Allocation(s) and Beneficiary Designation(s) may be made according to the Plan document and the Plan investment selected.
- f. The Agreement shall terminate any prior deferred compensation agreement executed between Employer and Employee under this Plan. This Agreement shall continue indefinitely until amended or terminated by either party giving written notice to the other party prior to the beginning of the month (subject to any processing time requirements for the Plan) for which such amendment or termination is to be effective. If Employer elects to cease all employee elective contributions to the plan, this Agreement shall automatically terminate. Except as otherwise provided with respect to the Plan, this Agreement shall automatically terminate upon Employee's Severance from Employment with Employer and/or if Employee otherwise becomes ineligible to participate in the Plan.
- g. Nothing in this Agreement shall be deemed to constitute an employment agreement and nothing contained herein shall be deemed to give Employee any right to be retained in the employ of Employer.

2. EMPLOYER/EMPLOYEE INFORMATION

Employer Signature: _____ Date: _____

By (Print Name): _____ Title: _____

Employee Name (Print): _____ SSN: _____

Address: _____ City: _____

State: _____ ZIP: _____ Salary: \$ _____

Employee Signature: _____ Date: _____