

Single Premium Deferred Annuity Application

VALIC Assured Choice Annuity® (MBIFA-1007-NY)

VALIC – THE VARIABLE ANNUITY LIFE INSURANCE COMPANY
Houston, Texas

NEW YORK

1. OWNER (All accounts will be updated with this address.)

Name: _____ SSN: _____
 Gender: Male Female Marital Status: Married Not Married Age: _____ Date of Birth: _____
 Residence Address: _____
 City: _____ State: _____ ZIP: _____ Daytime Phone: (_____) _____

JOINT OWNER (Optional. Nonqualified Annuities only.)

Name: _____ SSN or Tax ID: _____ Date of Birth: _____
 Gender: Male Female Marital Status: Married Not Married Age: _____ Daytime Phone: (_____) _____

2. ANNUITANT (Nonqualified Annuity only, if different from the Owner.)

Upon the death of the Annuitant, prior to the beginning of an income plan, the Owner may designate a new Annuitant. If no designation is made within 30 days of the death of the Annuitant, the Owner will become the Annuitant.

Name: _____ SSN or Tax ID: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Daytime Phone: (_____) _____ Relationship to Owner: _____
 Gender: Male Female Age: _____ Date of Birth: _____

3. OWNER'S BENEFICIARY DESIGNATION

Beneficiary receives the proceeds if any Owner dies. In the case of Joint Ownership, the surviving Joint Owner becomes the Primary Beneficiary.
 If you do not want the Joint Owner to be the Primary Beneficiary, check here and name Beneficiary below. In the case of the death of one of the Joint Owners, if a Beneficiary other than a Joint Owner is designated, the surviving Owner will not receive any benefits.
 Please refer to Beneficiary Designations on the Information section for instructions, including how to designate a beneficiary who is a minor. List each beneficiary by name. Percentage must total 100%. If no percentage is indicated, benefits will be paid equally to beneficiaries of record.

PRIMARY:

Name:	Relationship or Trustee Name:	SSN or Tax ID: (Optional)	Date of Birth or Trust Date:	Percentage (Whole) %:
_____	_____	_____	_____	_____

CONTINGENT:

Name:	Relationship or Trustee Name:	SSN or Tax ID: (Optional)	Date of Birth or Trust Date:	Percentage (Whole) %:
_____	_____	_____	_____	_____

4. PREMIUM ALLOCATION

Select one or more Guaranteed Rate Period(s) and assign a percentage of the premium to be allocated to each selected Guaranteed Rate Period. Minimum allocation is 10%.
 Premium Allocation: 7-year ___%

5. PURCHASE PAYMENT

Single Premium Payment: \$ _____ Annuity Date: _____
PLAN TYPE (required): Nonqualified Qualified*
Tax-Qualified Plans: Traditional IRA SEP IRA Roth IRA 403(b) Group Name/Number: _____
 Check one: Initial Contribution for Tax Year: \$ _____ Transfer Rollover Roth IRA Conversion Year: _____
 *If I am funding a tax-qualified retirement plan with this annuity, I understand that the annuity does not provide any additional tax-deferred treatment beyond that which I already have under my plan.

6. SIGNATURES Checks must be made payable to The Variable Annuity Life Insurance Company (VALIC).

Are you as the owner of this account an active duty service member of the United States Armed Forces? No Yes (If yes, complete VL 22059.)
 Do you have any existing life insurance policies or annuity contracts in this or any other company? Yes No
 Will this annuity replace, discontinue or change any existing life insurance or annuity contract in this or any other company? Yes No
 If yes, complete the following:

Company Name: _____ Contract No.: _____

I represent that all statements, answers, and affirmations are complete and true to the best of my knowledge and belief. I have read and understand the important disclosures in the Information section located on the page 2 of this application, including withdrawal restrictions for 403(b) plans, if applicable.

I understand that I am applying for a market-value adjustment annuity. I understand that amounts payable under the contract are subject to a market value adjustment and to an early withdrawal charge for the period specified in the contract.

Owner's Signature _____ Signed at City/State _____ Date _____
 Joint Owner's Signature (if applicable) _____ Signed at City/State _____ Date _____

7. DEALER/LICENSED AGENT INFORMATION AND SIGNATURES

Licensed Agent: _____ VALIC Agent #/Location: _____
(Print Name)

Licensed Agent Phone: (____) _____ State License #: _____ Region #: 1016-08976

To the best of my knowledge the applicant has an existing life insurance policy or annuity contract. Yes No
Do you have any reason to believe the annuity applied for will replace or change any existing life insurance or annuity? Yes No
If this is a replacement have you complied with all State Replacement Regulations and completed all required State Replacement Forms? Yes N/A
By signing this form, I certify that I have truly and accurately recorded herein the information provided by the applicant.

X Licensed Agent/Registered Representative's Signature _____ Date _____

Broker Dealer: N/A
(Print Name)

Branch Office Address: NESTEGG BUILDERS CORP 2424 ROUTE 52 STE #2

City: HOPEWELL Junction State: Ny ZIP: 12533

N/A
Licensed Principal of Broker Dealer's Signature _____ Date _____

INFORMATION

BENEFICIARY DESIGNATIONS

Your *primary* beneficiary(ies) will be paid any survivor benefit existing under the contract at your death. If there are no surviving primary beneficiaries, your *contingent* beneficiary(ies) will receive these benefits. A beneficiary can be an individual, institution, entity or trustee. If you wish to designate as beneficiaries your current children and any children who may be born to you or legally adopted in the future, add the words "all my living children" in the name box following the last child listed. When there are multiple beneficiaries and one predeceases you, the proceeds will be divided among the remaining beneficiaries. A designation of "Per Stirpes" after the beneficiary name allows the children of the deceased beneficiary to receive the deceased beneficiary's portion. If you intend to name multiple beneficiaries or a beneficiary is a minor, please complete and attach a Beneficiary Designation Form (VL 14945). VALIC will pay claims only to a custodian or through an alternative guardianship arrangement for a Beneficiary who is a minor. For assistance with beneficiary designations, contact your financial advisor or a Client Service Professional at 1-800-448-2542.

WITHDRAWAL RESTRICTIONS FOR 403(b) PARTICIPANTS

According to federal tax laws regulating certain 403(b) plans, any interest and earnings credited to your account after 12/31/1988 and any elective contributions made after that date may be withdrawn only under any of the following circumstances.

- Separation from service
- Age 59½ or older
- Hardship (contributions only)
- Disability
- Death

FEDERAL DEFENSE OF MARRIAGE ACT DISCLOSURE

Pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages currently are not recognized for purposes of federal law. Therefore, the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Internal Revenue Code sections 72(s) and 401(a)(9) are currently NOT available to a same-sex spouse. Same-sex spouses who own or are considering the purchase of annuity products that provide benefits based upon status as a spouse should consult a tax advisor. To the extent that an annuity contract or certificate accords to spouses other rights or benefits that are not affected by DOMA, same-sex spouses remain entitled to such rights or benefits to the same extent as any annuity holder's spouse.

Please send completed forms to:

VALIC Document Control
P.O. Box 15648
Amarillo, TX 79105-5648
Call 1-888-569-6128 for assistance.

Overnight Delivery:

VALIC Document Control
2271 S.E. 27th Avenue
Amarillo, Texas 79103

Contract Number: _____

This is a summary of the provisions of your annuity, but it is not a part of your contract. Your annuity contract contains complete details. The Assured Choice Annuity is a multi-rate, single-premium deferred annuity with a market value adjustment ("MVA") issued by the Variable Annuity Life Insurance Company. The Assured Choice Annuity is designed for the long-term contract-holder who wishes to benefit from the advantage of tax-deferral. This annuity is not appropriate for those who may have short-term goals or need liquidity. Significant penalties may apply to early withdrawals. Consult your tax advisor regarding your specific situation.

TWENTY DAY CANCELLATION PERIOD: If, after reading the contract, you are not satisfied for any reason, you may return the contract to us or any agent authorized by us within twenty days after receiving it. We will refund any premiums paid and the contract will then be void.

Guaranteed Rate Period(s): The Assured Choice Annuity allows you to allocate your single premium in whole percentages of at least 10% among any of the available Guaranteed Rate Periods. Included below is the percentage of your premium that you allocated to the Guaranteed Rate Periods along with the initial interest rate that is credited during the Guaranteed Rate Period(s) selected:

Guaranteed Rate Period Selected	Percentage of Premium Allocated to Period
7 year	

7-Year Period	Initial Interest Rate
Years 1-7	

The initial Guaranteed Rate Period is the period of time for which the initial interest rate is guaranteed. At the end of the Guaranteed Rate Period, a subsequent Guaranteed Rate Period will begin. The subsequent Guaranteed Rate Period will be of the same duration as the previous period; unless you notify us in writing that you choose a period of a different duration. You may allocate funds from the expiring period to any of the Guaranteed Rate Periods offered at that time. A new rate will be declared for each subsequent Guaranteed Rate Period.

The expense charges may be higher and/or the interest credits may be lower for a contract with a bonus than the charges or credits for a contract with out a bonus. The amount of the bonus may be more than offset by the charges and/or reduced interest associated with the bonus.

Minimum Guaranteed Rate/Minimum Values: (The current guaranteed minimum interest rate is predetermined by the Company.) The guaranteed minimum interest rate will be declared from time to time by the Company's Board of Directors and is guaranteed to always be at least ____%. This guaranteed minimum interest rate will remain in effect for the life of your contract and is not subject to change. All Annuity Values, Withdrawal Values, paid-up annuity benefits or death benefits available from this annuity contract are subject to the minimum values defined in the contract and at least equal to those values required by the state in which the contract is delivered.

Permitted Free Withdrawals: After the first contract year, you may withdraw annually up to 10% of the Annuity Value as of the previous contract anniversary. This withdrawal is not subject to any market value adjustment or early withdrawal charge. Additionally, you may take a full or partial withdrawal within the 30-day period following the end of a Guaranteed Rate Period without incurring a market value adjustment or early withdrawal charge, provided that the period is at least three years in length. Any withdrawal of funds allocated to an expired Guaranteed Rate Period made within 30 days of the end of such Guaranteed Rate Period will count against the 10% permitted free withdrawal amount.

Market Value Adjustment: Except for withdrawals during the 30-day window at the end of the Guaranteed Rate Period, full or partial withdrawals in excess of permitted free withdrawals will be subject to a market value adjustment. Depending on current interest rates, the effect of the market value adjustment may be positive or negative. No market value adjustment will be applied to death benefit proceeds.

Early Withdrawal Charges: Except for withdrawals during the 30-day window at the end of a Guaranteed Rate Period, full or partial withdrawals (in excess of any permitted free amounts) made during the first seven years will be subject to a market value adjustment, as described above, and early withdrawal charges, as described below:

Contract Year	1	2	3	4	5	6	7	Thereafter
Charge	7%	6%	5%	4%	3%	2%	1%	0%

(% of amount withdrawn which exceeds permitted free withdrawal amounts)

Federal Tax Penalty and other tax information: Withdrawals prior to age 59½ are generally subject to a 10% federal income tax penalty. Tax qualified contracts such as IRAs, 401(k)s, etc. are tax deferred regardless of whether or not they are funded with an annuity. If you are considering funding a tax-qualified retirement plan with an annuity, you should know that an annuity does not provide any additional tax-deferred treatment of earnings beyond the tax-qualified plan or program itself. However, annuities do provide other features and benefits such as death benefits and income payment options.

Annual Statements: A statement of your account will be provided at least once each contract year.

The undersigned owner(s) acknowledges that he/she has read and understands the above items, has received a copy of this acknowledgment and certifies that he/she has paid a premium of \$ _____ to purchase an Assured Choice Annuity from The Variable Annuity Life Insurance Company.

Signed this _____ day of _____.

Agent's Name (Please Print)

Agent's Signature

Owner's Name (Please Print)

Owner's Signature

Joint Owner's Name, if any (Please Print)

Joint Owner's Signature, if any



This form or your own broker/dealer specific form MUST be completed and submitted with every application, VALIC transfer/rollover/exchange, except VALIC group enrollments

The Variable Annuity Life Insurance Company (VALIC)

Annuities are intended to be long term investments and are not intended for short-term savings goals. VALIC requires that the Licensed Agent determine whether the purchase of an annuity is consistent with your financial needs and objectives. The information below will be used in determining whether an annuity is an appropriate recommendation for you.

1. CLIENT/OWNER PROFILE

Name: SSN or Tax ID: Date of Birth:
Marital Status: Married Not Married Widowed Civil Union/Domestic Partner Gender: Male Female
Physical Address (no P.O. boxes):
City: State: ZIP: Phone:
Type of I.D. verified Document Number (Required):
Issued By (Required): Issue Date (If Available): Expiration Date (Required):
Spouse's Name: SSN or Tax ID: Date of Birth:

2. FINANCIAL AND INVESTMENT INFORMATION

Investment Objective: Estate Planning Growth Income Retirement Safety of Principal Tax Saving
Investment Experience (Check all that apply.): CDs Mutual Funds Annuities Stocks/Bonds Life Insurance Other
Risk Tolerance: Conservative Moderately Conservative Moderate Moderately Aggressive Aggressive
Estimated Tax Bracket: 10% 15% 25% 28% 33% >35%
Annual Income (In thousands): \$0-25 \$150-200 \$25-50 \$200-250 \$50-75 \$250-500 \$75-100 \$500-750 \$100-150 \$750-\$1 mil > \$1 mi
Liquid Net Worth: (In thousands — excluding value of primary residence) \$0-25 \$300-400 \$25-50 \$400-500 \$50-75 \$500-750 \$75-100 \$750-\$1 mil \$100-150 \$1-1.5 mil \$150-200 \$1.5-2 mil \$200-250 >\$2 mil list amount: \$250-300 \$
Anticipated Needing Access to Funds: Within 1 year 1-5 years 5-10 years 10+ years
Assets (including this transaction):
Checking, Savings, CDs, Cash: \$ Securities: \$
Retirement Account Assets \$
Permanent Life Insurance Cash Value: \$ Face Value: \$
Term Life Insurance Face Value: \$
Home Value: \$ Other Real Estate Holdings: \$

3. TRANSACTION DISCLOSURE Please complete the Grid for annuity-to-annuity transactions.

Table with 3 columns: Name of Product, Contract Leaving, Contract Entering. Rows include Current Surrender Charge, M & E Charges/Separate Account Fees, Cost of Riders, and Guaranteed Death Benefit.

4. AFFIRMATIONS AND SIGNATURES Please provide all material facts relevant to this transaction:

A. Intended use of this annuity:
B. The primary reason(s) this annuity transaction meets the Client/Owner's investment needs and goals is (are):
C. The existing investment does not meet the Client/Owner's objectives because:
D. Has the Client/Owner had another annuity exchange or replacement with these funds within the preceding 36 months?
By signing this form, I agree that the information on this form was obtained prior to purchase of the annuity and the information is correct.

Client/Owner's Signature Date
Licensed Agent/Registered Representative's Name (Please Print) Licensed Agent/Registered Representative Signature Date

The Variable Annuity Life Insurance Company (VALIC), Houston, Texas Approximate Amount of Transfer/Rollover to VALIC \$ _____

1. CLIENT INFORMATION (Name on transferring carrier's account)

Name: _____ SSN or Tax ID: _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Name on VALIC Account: _____ Daytime Phone #: (_____) _____ Date of Birth: _____

2. NAME AND ADDRESS OF TRANSFERRING CARRIER (Physical address needed for overnight deliveries.)

Name: _____ Phone #: (_____) _____
 Address: _____ City: _____ State: _____ ZIP: _____
 Replacement Policy (Check one): Yes No Replacement form may be required under state law.

3. ACCOUNT & TRANSACTION INFORMATION (Attach the most recent statement for the Carrier account number listed below.)
 Complete Section A, B OR C (choose one) AND Section D. A separate form must be completed for each contribution source and/or Carrier/VALIC account.

A. Transfer/Exchange Between Like Plan Types: (Plan may restrict these to in-plan transfers or exchanges and not allow transfers to a different plan.) If these funds are from a different plan from which you have met a distributable event and you would like to keep these funds free of the receiving plan's withdrawal restrictions you must choose the rollover option (B) instead of the transfer option.

(1) Indicate the "From" and "To" account number. If the "to" account number is a new VALIC account, write the word "new" in the space provided (an application must be submitted.)
 "From" Carrier Account #: _____ "To" VALIC Account #: _____

(2) Choose one:
 Transfer from another plan (Both plans must be same plan type.)
 Exchange/transfer within the same plan (can also include transfers from certain pre-2009 accounts including grandfathered accounts.)

(3) Mark the box in the "From" column **AND** in the "To" column that describes this transaction.

<u>"From" Plan Type</u>	<u>"To" Plan Type</u>
<input type="checkbox"/> 401(a)(k)/403(a) (only to 401(a)(k) or 403(a))	<input type="checkbox"/> 401(a)(k)/403(a) (only from 401(a)(k) or 403(a))
<input type="checkbox"/> Roth 401(k) (only to Roth 401(k))	<input type="checkbox"/> Roth 401(k) (only from Roth 401(k))
<input type="checkbox"/> 403(b) annuity (only to 403(b))*	<input type="checkbox"/> 403(b) (only from 403(b))*
<input type="checkbox"/> 403(b)(7) cust. acct. (only to 403(b))*	<input type="checkbox"/> Roth 403(b) (only from Roth)
<input type="checkbox"/> Roth 403(b) (only to Roth 403(b))	<input type="checkbox"/> 403(b) (only from 403(b) annuity or 403(b)(7))
<input type="checkbox"/> 457(b) gov't (only to gov't 457(b))	<input type="checkbox"/> 457(b) gov't (only from gov't 457(b))
<input type="checkbox"/> 457(b) of tax-exempt employer (only 457(b) plan of tax-exempt employer)	<input type="checkbox"/> 457(b) of tax-exempt employer (only from 457(b) plan of tax-exempt employer)
<input type="checkbox"/> SEP or IRA (only to IRA)	<input type="checkbox"/> SEP or IRA (only from IRA)
<input type="checkbox"/> Roth IRA (only to Roth IRA)	<input type="checkbox"/> Roth IRA (only from Roth IRA)
<input type="checkbox"/> Beneficiary or Inherited IRA (only transfer to Inherited IRA)	<input type="checkbox"/> Beneficiary or Inherited IRA (only transfer from Inherited IRA)

*403(b) annuities and custodial accounts may be transferred to each other.

OR

B. Rollover: (You must have met a distributable event in your plan).

(1) Indicate the "From" and "To" account number:
 "From" Carrier Account #: _____ "To" VALIC Account #: _____

(2) Instructions for your rollover:
 Create separate account for my rollover funds (funds will remain free of withdrawal restrictions if plan allows).
 Put rollover in existing account. (See Information page.)

(3) Mark the box in the "From" column **AND** in the "To" column that describes this transaction.

<u>"From" Plan Type</u>	<u>"To" Plan Type</u>
<input type="checkbox"/> 401(a)(k)/403(a)	<input type="checkbox"/> 401(a)(k)/403(a)
<input type="checkbox"/> Roth 401(k) (only to Roth 401(k), Roth 403(b) or Roth IRA)	<input type="checkbox"/> Roth 401(k) (only from Roth 401(k) or Roth 403(b))
<input type="checkbox"/> 403(b)	<input type="checkbox"/> 403(b)
<input type="checkbox"/> Roth 403(b) (only to Roth 403(b), Roth 401(k) or Roth IRA)	<input type="checkbox"/> Roth 403(b) (only from Roth 403(b) or Roth 401(k))
<input type="checkbox"/> 457(b) gov't employer	<input type="checkbox"/> 457(b) gov't employer
<input type="checkbox"/> SEP or IRA	<input type="checkbox"/> SEP or IRA
<input type="checkbox"/> Roth IRA (only to Roth IRA or IRA if reconversion)	<input type="checkbox"/> Roth IRA
<input type="checkbox"/> Beneficiary or Inherited IRA (only rollover to Inherited IRA)	<input type="checkbox"/> Beneficiary or Inherited IRA (only rollover from) Inherited IRA

I have met a distributable event in my Employer's plan:
 Separation from service Disability Other

C. 1035 Exchange: Indicate the "From" and "To" account number.
 "From" Carrier Account #: _____ "To" VALIC Account #: _____

(TDVA/NQDA account to TDVA/NQDA account, an Exchange under Internal Revenue Code section 1035)

D. Required/Additional Transaction Information:

1. Amount to be Transferred/Rolled Over: Liquidate the entire account Liquidate a portion of the account (\$ _____ or _____ %)

2. The funds coming to VALIC are part of a periodic payout from my prior carrier to be paid on a _____ frequency.

3. The funds coming to VALIC represent proceeds from a beneficiary claim and I am I am not the spouse of the deceased.

4. The funds coming to VALIC are from a Roth 401(k) or 403(b) which had the first contribution on: _____ (MM/DD/YY).

5. Name of current employer's plan (if applicable): _____ and VALIC Group #: _____

4. ACCOUNT INFORMATION

Account Contribution Source (Check one): Employee Voluntary (1) Employer Basic (3) Roth 401(k) (5)
 Employee Mandatory or Matched (2) Employer Supplemental or Matching (4) Roth 403(b) (5)

Choose one: If allocations are not entered below, funds will default to existing allocations.

- Transfer/rollover funds into my existing allocations.
- Allocate my transfer/rollover funds as follows: (List investment option name and number followed by the percentage – percents must be whole and total 100%.) (If more space is needed, use a separate sheet of paper.)

Investment Option Name	Investment Option Number	Percent %	Investment Option Name	Investment Option Number	Percent %
_____	_____	_____ %	_____	_____	_____ %
_____	_____	_____ %	_____	_____	_____ %
_____	_____	_____ %	_____	_____	_____ %
_____	_____	_____ %	_____	_____	_____ %
_____	_____	_____ %	_____	_____	_____ %

5. AUTHORIZATION TO RELEASE INFORMATION AND LOST POLICY STATEMENT

I authorize the transferring company/carrier to release information to VALIC regarding the status of this transfer/rollover.
 Check one: I have lost my policy contract. Please accept this form in replacement of my contract. I have enclosed my policy contract.

6. CLIENT AUTHORIZATION TO TRANSFER/ROLLOVER FUNDS AND SUBSTITUTE FORM W-9

Some Carriers also require clients to sign their forms to expedite the transfer/rollover. If your current Carrier requires its form(s), please attach the completed forms and contract to this request.

- A. By signing on the Client Signature line below, I acknowledge that I have read and understand all of the information on the Information page. I authorize the above transfer/rollover and certify that all statements are complete and accurate to the best of my knowledge and belief. I understand that I am responsible for providing any evidence that may be required by the IRS to validate any of the information given.
- B. For Section 1035 Exchange only – I hereby irrevocably assign the contract or certificate represented by Account # _____, in exchange for a new non-qualified annuity contract or certificate issued by VALIC, as part of an exchange of annuity contracts intended to satisfy the requirements of Section 1035(a) of the Internal Revenue Code.

VALIC is participating in this transaction at your specific request and as an accommodation to you and makes no representations or warranties and has no responsibility or liability for the validity of this transaction or its tax treatment under Section 1035(a) of the Internal Revenue Code or otherwise. If this is a partial exchange, it is subject to applicable tax rules and requirements, including but not limited to IRS Revenue Procedure 2008-24 which requires that the cost basis of the original contract be reduced pro-rata by the amount of the exchange to the new contract. That guidance includes specific rules intended to prevent the use of partial exchanges to avoid tax obligations, and provides that any distribution from either the surrendering or receiving contract involved in a practical exchange within 12 months from the date of the exchange may result in the partial exchange being treated as a taxable withdrawal from the original contract rather than a tax-free exchange. VALIC does not provide tax or legal advice and recommends that you seek the advice of your tax or legal advisor before entering into this transaction.

Signature Guarantee (if applicable)

 Client Signature Date

 Spousal Signature (if applicable) Date

7. VALIC ACCEPTANCE OF TRANSFER

In accepting the cash value from the above described (Plan/Contract), and in reliance on any plan representative approvals in Section 8, VALIC hereby assumes responsibility for the future administration of such funds and agrees that payment to and receipt by VALIC of the cash value shall fully discharge _____ (Name of Transferring Company/Carrier) from all responsibility and liability that may accrue with respect to such funds, after the transfer or rollover, provided however that:

- in the case of a plan-to-plan transfer, Transferring Company has confirmed the compatibility of applicable plan restrictions prior to authorizing the transfer; and
- in the case of a rollover from another plan or IRA, the Transferring Company or plan has determined, to the best of its knowledge and belief, that the transferring plan or IRA satisfies applicable qualification requirements.

Additionally, if the receiving plan is a code section 403(b) plan, VALIC certifies that funds will only be deposited into accounts where VALIC is an approved Provider under the plan, or has entered into an information-sharing agreement with the employer sponsoring the plan, or the funds will be returned to the transferring carrier.

Jon McNeal

 Treasurer/The Variable Annuity Life Insurance Company Date

8. EMPLOYER'S AUTHORIZATION TO TRANSFER FUNDS

(This section is to be completed by the employer if required under the plan.) This is notification and authorization to you to issue a check payable to VALIC pursuant to the above referenced client's authorization to transfer the investment medium under the above-mentioned plan to VALIC. Please send the check along with this form to the mailing address referenced below in Section 9.

Employer Name: _____

Plan Administrator or TPA (Print Name) _____

Title _____

Plan Administrator's or TPA's Signature _____

Date _____

9. CHECK AND MAILING INFORMATION (Please provide employer/employee contribution breakdown with remittance.)

A. Make Transfer/Rollover check payable as follows: VALIC
FBO: _____
VALIC Account #: _____

B. Mail to: VALIC
C/O CHASE BANK
PO BOX 201406
HOUSTON, TX 77216-1406

10. COST BASIS AND TAX REFORM ACT OF 1986 INFORMATION (To be completed by Predecessor Carrier.)

(Complete this section and return the requested information with the check made payable to VALIC)
If you are unable to provide this information or if you have any questions, please contact us at 877-486-8421.

A. 457(b) Governmental Plan Transfers: If this is a transfer/rollover from a 457(b) Governmental plan to another 457(b) Governmental plan, is any portion of the transfer/rollover funds subject to 10% penalty: No Yes
If "Yes", enter the amount (principal and interest/earnings) subject to 10% penalty \$ _____

B. 403(b) Portion of the Transfer:
Adjusted 12/31/88 Cash Value/Balance..... U \$ _____
Elective Deferrals/Contributions after 12/31/88 R \$ _____
Adjusted Non-elective pre 01/01/89 Contributions (for 403(b)(7) custodial accounts only) R \$ _____
December 31, 1986 Cash Value/Balance CV \$ _____
Post 12/31/86 accruals (deferrals/contributions and interest/earnings) PA \$ _____

C. After-Tax Information:
Pre-TEFRA (prior to August 14, 1982) cost basis (TDVA-1035 Exchange) \$ _____
Total cost basis including Pre-TEFRA (TDVA-1035 Exchange) \$ _____
After-tax contribution amount for any other plan..... \$ _____

D. Roth Accounts: Date Account Established: _____ Date of first Roth Contribution: _____
After-tax Amount..... \$ _____


E. Elective Deferral Account -OR- Other Contributions

F. Minimum distribution grandfathering:
Adjusted 12/31/1986 balance \$ _____

11. DEALER/LICENSED AGENT INFORMATION AND SIGNATURES


Licensed Agent (Print Name): _____ Phone: (____) _____

VALIC Agent #/Location: _____ State License #: _____

 Licensed Agent's Signature _____ Date _____

Broker Dealer (Print Name): N/A

Branch Office Address: Nestegg Builders Corp. 2424 Hte. 52 #2 City: Hopewell Junction State: NY ZIP: 12533

 Licensed Principal of Broker Dealer Signature _____ Date _____

Information

The information in this notice applies to qualified plans, tax-deferred annuity arrangements, IRAs, and governmental 457 deferred compensation plans.

EXTERNAL CAPITAL TRANSFERS

The account value to be transferred may have been subject to sales and/or administration charges. The amount transferred may be subject to such charges as are appropriate under the terms of the VALIC contract. You are responsible for any taxes or penalties due should this transaction not comply with the applicable IRC provisions. Please consult with qualified tax counsel prior to electing this transaction.

Although the amount transferred is in general not subject to withholding requirements because it is not includible in your gross income for the year of transfer, if this transfer does not comply with applicable legal requirements, you may be responsible for estimated tax payments if you do not have enough federal income tax withheld from income.

The transfer or exchange of a Section 403(b) account is governed by Internal Revenue Code and related Treasury regulations. Under these rules, VALIC must maintain and enforce the withdrawal restrictions that existed prior to the transfer. In the event that VALIC does not receive the information requested in Section 10 of this form from the prior carrier, all of your funds will be subject to withdrawal restrictions and minimum distribution rules.

EXTERNAL DISTRIBUTABLE EVENT ROLLOVERS

Most withdrawals from tax-favored retirement plans are eligible for roll over either to an IRA or to another plan if the receiving plan accepts such rollovers. Some plans do not accept rollovers of certain types of distributions. Check with the administrator of that plan about whether the plan accepts rollovers and, if so, the types of distributions it accepts.

Funds rolled into existing accounts will become subject to current plan withdrawal restrictions and will not be available for withdrawal until your elective deferrals are available for withdrawal. If you do not choose an option in section B.(2), the funds will be deposited into the current account and will become subject to the withdrawal restrictions applicable to your elective deferrals.

DIRECT EXTERNAL DISTRIBUTABLE EVENT ROLLOVER

Any amounts under your employer-sponsored plan that will be subject to federal income tax when distributed (other than Roth Accounts) may be rolled over directly to an employer-sponsored plan, if such plan accepts such rollovers, or to an IRA.

Rollovers may be subject to the plan restrictions of the receiving plan. The new plan restrictions may be different, or more or less restrictive, than the plan from which the plans were rolled. Check with the administrator of the receiving plan prior to making your decision in order to clearly understand what restrictions may apply.

DISTRIBUTIONS PAID DIRECTLY TO YOU

If the distribution you are rolling over was paid directly to you, you may roll over any pre-tax amounts to another employer-sponsored plan or to an IRA within 60 days. Any distributions of after-tax contributions paid directly to you may not be rolled over to another employer-sponsored plan. However, they may be rolled over to an IRA within 60 days.

AMOUNTS NOT ELIGIBLE FOR ROLLOVER

Some amounts not eligible for rollover include amounts paid from a non-qualified (after-tax) annuity that is not part of your employer's plan, financial hardship withdrawals, and amounts paid from certain deferred compensation plans. After-tax contributions may not be rolled over to a governmental 457(b) plan or from an IRA to any other plan type.

ROLLOVERS OF BENEFICIARY ACCOUNTS

Only (1) the participant, or, (2) in the case of the participant's death, the participant's surviving spouse, or (3) in the case of a domestic relations order, the participant's spouse or ex-spouse may roll over a distribution into a plan of the participant's own. An exception to this rule is that a non-spousal beneficiary may, subject to plan provisions, roll inherited funds from an eligible retirement plan into a Beneficiary IRA. A Beneficiary IRA is an IRA created for the sole purpose of receiving funds inherited by non-spousal beneficiaries of eligible retirement plans. The distribution must be transferred to the Beneficiary IRA in a direct "trustee-to-trustee" transfer. Beneficiary IRAs must meet the distribution requirements relating to IRAs inherited by non-spousal beneficiaries under Code sections 408(a)(6) and (b)(3) and 401(a)(9).

INCOMELOCK OPTION

If you have chosen the IncomeLOCK living-benefit option, withdrawals from the contract will reduce the account value and all benefits of the IncomeLOCK living-benefit option. Withdrawals exceeding the Maximum Annual Withdrawal Amount may reduce future Maximum Annual Withdrawal Amounts. Minimum distribution amounts calculated for each year will include the value of the IncomeLOCK benefit. One year's required minimum distribution based solely on the value of each individual account will not be treated as an excess withdrawal, but may reduce the Maximum Withdrawal Period. See your contract endorsement.

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

Account Number: (if any) _____

Are you or the joint owner of this account an active duty service member of the United States Armed Forces?
 Yes No

Instructions to Agents: This form must be provided to any prospective purchasers who you have reason to believe are an active duty (full-time) service member (officer or enlisted) of the United States Armed Forces (Army, Navy, Air Force, Marine Corps, and Coast Guard). This includes members of the National Guard and Reserve while serving under published orders for active duty or full-time training for 31 or more calendar days. **See Special Instructions on the page 2 of this form for Florida, Mississippi, Nevada, Ohio, and Vermont.**

If you are considering the purchase of one of our annuity products, please review the following important information before purchasing:

- Subsidized life insurance is available to members of the Armed Forces from the Federal Government under the Servicemembers' Group Life Insurance program (also referred to as "SGLI"), under subchapter III of Chapter 19 of Title 38, United States Code.
- SGLI coverage is available in \$50,000 increments up to the maximum of \$400,000. SGLI premiums are currently \$.07 per \$1,000 of insurance, regardless of the member's age. More details may be obtained on-line at the following web site: <http://www.insurance.va.gov/sgliSite/SGLI/SGLI.htm>.
- The product that is the subject of this disclosure is not offered or provided by the Federal Government, and the Federal Government has in no way sanctioned, recommended, or encouraged the sale of the product being offered.
- No person has received any referral fee or incentive compensation in connection with the offer or sale of the product that is the subject of this disclosure, unless that person is a licensed agent of The Variable Annuity Life Insurance Company.

Neither The Variable Annuity Life Insurance Company, nor its agents or representatives are authorized to give legal or tax advice. Please consult with your personal attorney or accountant regarding your particular situation.

If the solicitation or sale of this product occurred on a military installation, I was provided the Personal Commercial Solicitation Evaluation form (DD Form 2885).

Signed this _____ day of _____, _____.

Licensed Representative's Name (Please Print)

Licensed Representative's Signature

Owner's Name (Please Print)

Owner's Signature

Joint Owner's Name, if any (Please Print)

Joint Owner's Signature, if any

Special Instructions

Florida: This form must be provided to any prospective purchasers who you have reason to believe are an active duty (full-time) service member (officer or enlisted) of the U.S. Armed Forces. This includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training or in a drill status in the National Guard or U.S. Armed Forces Reserve. There is no exclusion for members of a reserve component performing under a military call or order that specifies less than 31 calendar days.

Mississippi: This form must be provided to any prospective purchasers who you have reason to believe are an officer or enlisted member of the U.S. Armed Forces. There is no requirement that the officer or enlisted member be an active member of the U.S. Armed Forces.

Nevada: This form must be provided to any prospective purchasers who you have reason to believe are (i) an officer or enlisted member of the U.S. Armed Forces who is on full-time duty in the active military service of the U.S., or (ii) is a member of the reserve component of the U.S. Armed Forces or the National Guard while serving under published orders for active duty or full-time training. There is no exclusion for members of a reserve component performing under a military call or order that specifies less than 31 calendar days.

Ohio: This form must be provided to any prospective purchasers who you have reason to believe are an active duty (full-time) officer or enlisted member of the U.S. Armed Forces, (including National Guard and Reserve members while serving under published orders for active duty or full-time training, for a period of 31 or more calendar days). The form must also be provided to an officer or enlisted member serving in the uniformed services under the Uniformed Services Employment and Reemployment Rights Act (USERRA), unless the service member is a member of the reserve component who is performing active duty or active duty for training for less than 31 calendar days. USERRA defines "service in the uniformed services" as performance of duty on a voluntary or involuntary basis including active duty, active duty for training, initial active duty for training, full-time National Guard duty, a period for which a person is absent from a position of employment for the purpose of an examination to determine the fitness of the person to perform any such duty, and a period for which a person is absent from employment for the purpose of performing funeral honors duty authorized by Section 12503 of Title 10 or Section 115 of Title 32.

Vermont: This form must be provided to any prospective purchasers who you have reason to believe are an active duty officer or enlisted member of the U.S. Armed Forces. Active duty means full-time duty in the active military service of the U.S. and includes members of the reserve component (National Guard and Reserve) while serving under published orders for active duty or full-time training or in a drill status in the National Guard or U.S. Armed Forces Reserves. There is no exclusion for members of a reserve component performing under a military call or order that specifies less than 31 calendar days.

DEFINITION OF REPLACEMENT

In order to determine whether you are replacing or otherwise changing the status of existing life insurance policies or annuity contracts, and in order to receive the valuable information necessary to make a careful comparison if you are contemplating replacement, the agent/broker is required to ask you the following questions and explain any items that you do not understand.

As part of your purchase of a new life insurance policy or a new annuity contract, has existing coverage been, or is it likely to be:

- (1) Lapsed, surrendered, partially surrendered, forfeited, assigned to the insurer replacing the life insurance policy or annuity contract, or otherwise terminated? YES NO
- (2) Changed or modified into paid-up insurance; continued as extended term insurance or under another form of nonforfeiture benefit; or otherwise reduced in value by the use of nonforfeiture benefits, dividend accumulations, dividend cash values or other cash values? YES NO
- (3) Changed or modified so as to effect a reduction either in the amount of the existing life insurance or annuity benefit or in the period of time the existing life insurance or annuity benefit will continue in force? YES NO
- (4) Reissued with a reduction in amount such that any cash values are released, including all transactions wherein an amount of dividend accumulations or paid-up additions is to be released on one or more of the existing policies? YES NO
- (5) Assigned as collateral for a loan or made subject to borrowing or withdrawal of any portion of the loan value, including all transactions wherein any amount of dividend accumulations or paid-up additions is to be borrowed or withdrawn on one or more existing policies? YES NO
- (6) Continued with a stoppage of premium payments or reduction in the amount of premium paid? YES NO

If you have answered yes to any of the above questions, a replacement as defined by New York Insurance Department Regulation No. 60 has occurred or is likely to occur and your agent/broker is required to provide you with a completed Disclosure Statement and the **important** Notice Regarding Replacement or Change of Life Insurance Policies or Annuity Contracts.

If any question above is answered "yes," I hereby authorize _____ (name of current insurer) to disclose all information necessary for policy numbers(s) _____ and the completion of the attached form(s) pursuant to the guideline set forth in New York Regulation 60.

Is this a transfer to an existing account with cash value? YES NO

DATE: _____ SIGNATURE OF APPLICANT: _____

DATE: _____ SIGNATURE OF APPLICANT: _____

To the best of my knowledge, a replacement is involved in this transaction: YES NO

DATE: _____ SIGNATURE OF AGENT/BROKER: _____