

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

Name: _____ SSN: _____

Gender: Male Female Age: _____ Date of Birth: _____

Marital Status: Married Not Married

Residence Address: _____

City: _____ State: _____ ZIP: _____ 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: _____

Gender: Male Female Age: _____ Date of Birth: _____

Marital Status: Married Not Married

Residence Address: _____

City: _____ State: _____ ZIP: _____ Daytime Phone: (____) _____

3. BENEFICIARY DESIGNATION

Beneficiary receives the proceeds if the Owner dies. Please refer to Beneficiary Designations on the Information section, page 2 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. PURCHASE PAYMENT

Purchase 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: _____

5. CONTRIBUTION INFORMATION (Refer to Information section for guidance.)

TO BE COMPLETED BY AGENT

Plan Information	Group #	Employee Voluntary (1)	Employee Mandatory or Matched (2)	Employer Basic (3)	Employer Supplemental or Matching (4)	Employee Roth (5) 403(b) Only
Plan Type	_____	_____	_____	_____	_____	_____
Plan #	_____	_____	_____	_____	_____	_____
Product	_____	_____	_____	_____	_____	_____
Sub Group	_____	_____	_____	_____	_____	_____

6. INVESTOR PROFILE

What are your objectives for the funds under consideration: Safety of Principal Long-Term Growth Income

Do you anticipate needing access to more than 10% of the account value in a given year during the surrender period of this annuity? Yes No

Financial Situation:

Annual Household Income Under \$50,000 \$50,000 – \$100,000 Over \$100,000 list amount: \$ _____

Net Worth (excluding value of primary residence) Under \$50,000 \$50,000 – \$100,000 Over \$100,000 list amount: \$ _____

Tax Bracket: _____ %

7. 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: _____ Policy 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, including fraud warnings and withdrawal restrictions for 403(b) plans, if applicable.

Owner's Signature _____ Signed at City/State _____ Date _____

8. DEALER/LICENSED AGENT INFORMATION AND SIGNATURES

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

Licensed Agent Phone: (_____) _____ State License #: _____ Region #: _____

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.

Licensed Agent/Registered Representative's Signature _____ Date _____

Broker Dealer: _____
(Print Name)

Branch Office Address: _____

City: _____ State: _____ ZIP: _____

Licensed Principal of Broker Dealer's Signature _____ Date _____

For Agent Use Only (Contact your Broker/Dealer or Agency for details).

Option: A (default) B C

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

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 1-800-448-2542 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 VALIC ProFlex Fixed Annuity is a flexible-premium deferred annuity which offers a premium guarantee backed by The Variable Annuity Life Insurance Company (VALIC). The premium guarantee provides that your annuity value upon annuitization or withdrawal will be equal to or greater than your premiums paid less any previous withdrawals. This guarantee applies to payments to a beneficiary prior to beginning an income plan.

The VALIC ProFlex 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 policy, you are not satisfied for any reason, you may return the policy to us or any agent authorized by us within twenty days after receiving it. We will refund any premiums paid and the policy will then be void.

EFFECTIVE ANNUAL INTEREST RATE:

The present effective annual interest rate on the initial premium is _____% for deposits received in _____ (month)/_____ (year) and is guaranteed for the remainder of the calendar year and intended, but not guaranteed, to be credited for the next calendar year. This rate includes a _____% enhancement to the current credited interest rate and is payable for the first twelve (12) months only. Thereafter, a pooled rate will be credited to the deposit and related interest. To achieve this rate, the initial premium must be left on deposit for a full year without any withdrawals. Interest is credited and compounded daily to achieve the annual rate.

NOTE: The interest rate earned on your initial deposit may be higher or lower than the rate indicated above if the initial deposit is received after the month/year listed on this form.

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 without 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: (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 the annuity policy are subject to the minimum values defined in the contract and at least equal to those values required by the state in which the policy is delivered.

PERMITTED FREE WITHDRAWALS:

After the first policy year, you may withdraw annually up to 10% of the Annuity Value as of the previous policy anniversary. This withdrawal is not subject to any early withdrawal charge.

WITHDRAWAL PRIVILEGES:

Each Purchase Payment is subject to an early withdrawal charge for a five-year period. No early withdrawal charges will be assessed on any withdrawals made after the twelfth (12th) Contract Year (may be less in some states). To determine withdrawal charges, the oldest Purchase Payments are considered withdrawn first. The early withdrawal charge is equal to the percentage shown below of any portion of a Purchase Payment being withdrawn, in excess of permitted free withdrawal amounts, that has been in the Contract less than five years from the date of payment.

Years from Purchase Payment	1st	2nd	3rd	4th	5th	Thereafter
Charge	5%	5%	5%	5%	5%	0

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.

ACCOUNT STATEMENTS: Will be provided quarterly.

IDENTITY VERIFICATION (for Non-Qualified Deferred Annuities):

Driver's License Passport Alien Registration Other Government Issued I.D. Other (Please Describe): _____

Document #: _____ (required) Issued By: _____ (required) Issue Date: _____ (if available) Expiration Date: _____ (required)

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 VALIC ProFlex Fixed 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



Agent Access Authorization Form

The Variable Annuity Life Insurance Company
VALIC Retirement Services Company, Houston, Texas

Mail or Fax Completed Forms to: VALIC Document Control

P.O. Box 15648, Amarillo, TX 79105-5648

Fax: 1-800-858-2542

1. CLIENT INFORMATION

Name: _____ Daytime Phone: (_____) _____

SSN: _____

2. AUTHORIZATION INFORMATION

I hereby grant my agent, the Broker/Dealer of record and their administrative staff the authority to obtain information and complete the following transactions within my account(s), on which the agent is identified as the agent of record:

- Transfers of value between investment options
- Asset allocation changes
- Rebalance of existing funds
- Contribution changes
- Account transaction status inquiries

This authorization does not allow my agent, Broker/Dealer or their administrative staff to take loans or withdrawals from my account(s).

If you would like an additional agent appointed with VALIC to also conduct the transactions listed above, designate that agent in the blanks below. The agent noted below will have the same authorization as the agent of record.

Dual Agent Name: _____

Dual Agent Code (assigned by VALIC): _____

Note: A Change of Broker/Dealer form is needed to change or update the agent of record.

3. CLIENT APPROVAL

- I understand that this authorization applies to all VALIC accounts associated with my Social Security number where the agent is identified as the agent of record.
- I understand that VALIC will follow the appropriate verification procedures when giving account information or performing transactions via the telephone. I further understand that the company is not responsible for any claim, loss or expense from any error resulting from instructions received over the phone or in writing from my agent(s), the Broker/Dealer of record and their administrative staff or myself.

Client's Signature: _____ Date: _____

VALIC represents The Variable Annuity Life Insurance Company and its subsidiary VALIC Retirement Services Company.



The Variable Annuity Life Insurance Company (VALIC)

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

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
Estimated Annual Expenses (In thousands): \$0-\$15 \$45-60 \$15-30 \$60-75 \$30-45 \$75-90 >\$90
Actual Annual Expenses:
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, Guaranteed Death Benefit, Market Value Adjustment.

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. If 65 or older, and if incurring surrender charges to leave the existing policy, please explain how the new contract confers a substantial benefit to the customer:
D. The existing investment does not meet the Client/Owner's objectives because:
E. Does the Client/Owner have a Reverse Mortgage?
F. Has the Client/Owner had another annuity exchange or replacement with these funds within the preceding 36 months (60 months if in California)?

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 (rollover from beneficiary inherited funds)

(4) I have met a distributable event in the "From" plan:

- Separation from service (**must answer 5**)
- Disability
- Other

(5) Did you separate from service during or after the year you attained age 55:

- Yes No

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)

*A client statement from the current provider is required with all 1035 exchange requests.

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 Roth contributions from a 401(k), 403(b), or IRA which had a 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 current allocations on file for future deposits. Allocations for future deposits may differ from how your funds are currently invested. Allocations can be verified through VALIC Online.

- Transfer/rollover funds into my existing allocations designated for future deposits.
- 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 a 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.

Client Signature _____ Date _____

Spousal Signature (if applicable) _____ Date _____

Signature Guarantee (if applicable)

7. VALIC ACCEPTANCE OF TRANSFER (See information page for mailing/overnight of VALIC paperwork only)

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 JP MORGAN CHASE
PO BOX 201406
HOUSTON, TX 77216-1406

C. Overnight check: VALIC
C/O JP MORGAN CHASE
1111 FANNIN
ATTN: LOCKBOX 201406
HOUSTON, TX 77002

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): _____

Branch Office Address: _____ City: _____ State: _____ ZIP: _____

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/ALTERNATE PAYEE ACCOUNTS

Payments after death of the participant. If you receive a distribution after the participant's death that you do not roll over, the distribution will generally be taxed in the same manner described elsewhere in this notice. However, the 10% additional income tax on early distributions and the special rules for public safety officers do not apply, and the special rule described under

the section, "Special Tax Treatment for Certain Lump Sum Distributions," applies only if the participant was born on or before January 1, 1936. Note that whether a payment from a designated Roth account (see below) is a qualified distribution generally depends on when the participant first made a contribution to the designated Roth account in the Plan.

If you are a surviving spouse. If you receive a payment from the Plan as the surviving spouse of a deceased participant, you have the same rollover options that the participant would have had, as described elsewhere in this notice. In addition, if you choose to do a rollover to a traditional or Roth IRA, you may treat the IRA as an inherited IRA or as your own. If you treat the IRA (either traditional or Roth) as an inherited IRA, payments from the IRA will not be subject to the 10% additional income tax on early distributions. However, if the participant had started taking required minimum distributions, you will have to receive required minimum distributions from the inherited IRA. If the participant had not started taking required minimum distributions from the Plan, you will not have to start receiving required minimum distributions from the inherited IRA until the year the participant would have been age 70½. A traditional IRA you treat as your own is treated like any other traditional IRA of yours, so that payments made to you before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies) and required minimum distributions from your traditional IRA do not have to start until after you are age 70½. A Roth IRA you treat as your own is treated like any other Roth IRA of yours, so that you will not have to receive any required minimum distributions during your lifetime and earnings paid to you in a nonqualified distribution before you are age 59½ will be subject to the 10% additional income tax on early distributions (unless an exception applies).

If you are a surviving beneficiary other than a spouse. If you receive a payment from the Plan because of the participant's death and you are a designated beneficiary other than a surviving spouse, the only rollover option you have is to do a direct rollover to an inherited traditional or Roth IRA. Payments from the inherited IRA (even if a nonqualified distribution from a Roth IRA) will not be subject to the 10% additional income tax on early distributions. You will have to receive required minimum distributions from the inherited traditional or Roth IRA.

Payments under a qualified domestic relations order. If you are the spouse or former spouse of the participant who receives a payment from the Plan under a qualified domestic relations order (QDRO), you generally have the same options the participant would have (for example, you may roll over the payment to your own IRA or an eligible employer plan that will accept it). Payments under the QDRO will not be subject to the 10% additional income tax on early distributions.

LIVING BENEFIT OPTIONS

If you have chosen a living benefit option, withdrawals from the contract will reduce the account value and may reduce or cancel benefits of the living-benefit option. Withdrawals exceeding the Maximum Annual Withdrawal Amount may reduce future Maximum Annual Withdrawal Amounts and reduce or eliminate any eligible income credit. Minimum distribution amounts calculated for each year will include the value of the living 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 and reduce or eliminate any eligible income credit. See your contract endorsement.

Please send completed forms to:

VALIC Document Control
P.O. Box 15648
Amarillo, TX 79105-5648

Overnight Delivery:

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

