

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

### 1. AGREEMENT

This Agreement is made by and between: \_\_\_\_\_ and \_\_\_\_\_.  
(Employer) (Participant)

The parties agree to and acknowledge the following:

- a. The Participant agrees to defer compensation pursuant to the Employer's Deferred Compensation Plan (Plan), which is an eligible deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code (Code), 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): \_\_\_\_\_, the Participant 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 the Employer to so reduce his or her compensation. The Participant 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. The Participant 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 Code and Plan limitations.
- c. The Participant's benefits under the Plan shall be based upon the amounts credited to the Participant's Account, which shall reflect the Employer's investment of the Participant's Deferred Compensation. For this purpose, the Participant requests that the Employer invest the Participant's Deferred Compensation under a group annuity contract 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: The Participant elects the following date for the commencement of benefits after separation from service: \_\_\_\_\_.  
The date selected may be (i) no earlier than the 61st day following the Participant's Separation from Service with the Employer, and (ii) no later than April 1st of the year following the year in which the Participant attains age 70½ or separates from service with the Employer, whichever is later. The Participant may change this election at any time up until 60 days following Separation from Service. The election shall become irrevocable at that time unless the Employer has elected under the Plan to allow an additional one-time election to defer the commencement of benefits to a later date. The Participant's benefit shall be paid under a payment option available under the Plan that is selected by the Participant 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 alternative selected.

### 2. EMPLOYER/PARTICIPANT INFORMATION

Dated this \_\_\_\_\_ day of \_\_\_\_\_.

Employer Name: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

Participant Name (Print): \_\_\_\_\_ SSN: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State: \_\_\_\_\_ ZIP: \_\_\_\_\_ Salary: \$ \_\_\_\_\_

Participant Signature: \_\_\_\_\_