

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

(the "Company")
2929 Allen Parkway
Houston, Texas 77019

CODE SECTION 403(b) CONTRACT ENDORSEMENT

The federal Defense of Marriage Act states that civil union partners are not considered married under federal law. Therefore the favorable tax treatment provided by federal tax law to a surviving spouse is NOT available to a surviving civil union partner. For information regarding federal tax laws please consult a tax advisor.

This Endorsement is made part of the individual annuity contract or group annuity contract or certificate to which it is attached (the "Contract"). The Contract is issued in connection with employer-sponsored retirement plans described under Internal Revenue Code Section 403(b) and to the extent otherwise permitted by law as a plan-to-plan transfer and by the respective plan the Contract may become a part of a new employer's plan. In the case of any conflict between the terms of the Contract and the terms of this Endorsement, the terms of this Endorsement will control.

Section references are to the Code, which means The Internal Revenue Code of 1986 as now or hereafter amended. The term "Applicable Law" means laws that may either limit or compel the exercise of rights under the Contract, including, but not limited to, the Code, the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), and the laws of the state in which the Contract was issued.

1. Owner and Annuitant.

The Owner may be the Participant or the employer ("Employer") sponsoring the plan described in Section 403(b) of the Code ("Plan") or, subject to approval by the Company, such other person as the Employer may designate, provided that the Employer's designation must be consistent with the requirements of the Code. The Annuitant shall be the Participant for whom a Participant account under the Contract is established.

2. Effect of Plan.

Rights under the Contract shall be exercised by the Participant or a Beneficiary (upon the death of the Participant), except to the extent that the Plan otherwise provides, and the exercise of rights under the Contract by the Owner, the Participant, or a Beneficiary, shall be subject to any limitations set forth in the Plan and the Code. However, neither the Plan nor the Code may enlarge the rights otherwise applicable under the Contract.

3. Maximum Annual Contribution.

The total contributions for any participant, including employer contributions and employee elected deferrals may not exceed the limitations imposed by Code Section 415.

4. Excess Contributions.

Contributions determined to be in excess of applicable limits, that are identified by the Company, by the Plan, or by the Participant, shall be returned to the Participant or to the Employer or held in an unallocated account, according to the requirements of Applicable

Law. The Company will cooperate with the Plan and the sponsoring Employer in the correction of excess contributions identified in an IRS examination; provided, however, that the Plan sponsor shall consult with the Company before entering into any agreement with regard to such excess amounts in the Contract.

5. Exchanges and Transfers.

Subject to the terms of the Contract, a Participant or Beneficiary is permitted to transfer in a direct transfer all or a portion of the Account Value to a vendor who is either an approved vendor under the Plan or who has entered into an information-sharing agreement under the Plan. The Company will provide to, and accept from, the Plan sponsor such information as may be necessary to comply with specific legal requirements, including those requirements governing hardship withdrawals, distributions following severance from employment, participant loans, and other requirements, provided that:

- a. The procedures, format and content of such information sharing shall be mutually determined by the Company and the Employer from time to time, with such mutually determined procedures, format and content governing the account for so long as the account remains under the Plan unless and until new procedures, format and content shall be mutually agreed.
- b. Information provided under this Section shall be subject to applicable federal and state privacy requirements and the privacy procedures of the Company, and use of such information shall be limited to the Plan compliance purposes for which it is provided under this Section 1.

6. Direct Rollover by Non-spousal Beneficiary.

A distribution to a non-spousal beneficiary may be transferred in a qualifying rollover directly to an inherited Individual Retirement Account or Annuity within the meaning of Section 408(d)(3)(C) of the Code.

7. Vesting.

Except as may be provided in the Plan and in conformity with Applicable Law, the Participant's rights under this Contract are fully vested and nonforfeitable. To the extent that any unvested employer contributions are forfeitable under the terms of the Plan, the portion that is the forfeitable will be accounted for separately.

8. Incidental Benefit.

The Contract is intended to satisfy the incidental benefits requirement of Code Section 401(a).

Except as Applicable Laws otherwise require, the provisions of this Endorsement shall be effective as of the Contract Date of Issue.

THE VARIABLE ANNUITY LIFE INSURANCE COMPANY

Katherine Stoner

SECRETARY