Carruth Compliance Consulting, Inc.

403(b) Plan
Information Sharing Agreement

This agreement applies to all 403(b) investment products currently offered and those to be offered to Public School Districts and/or Education Service Districts that currently are, or in the future may become, clients of Carruth Compliance Consulting, Inc. Carruth Compliance Consulting, Inc. will be designated as "CCC", each full service and transitional CCC client (as defined at www.ncompliance.com) will be designated as "Employer", an employee of Employer will be designated as "Employee", a participant in Employer's 403(b) Plan will be designated as "Participant", and an organization offering 403(b)(1) annuity contracts and/or 403(b)(7) custodial accounts will be designated as "Vendor" throughout this document. At any given time, the list of CCC clients (Employers) may be found on the web at www.ncompliance.com/client/currentclients.html. The Agreement shall upon execution become effective as to Employers identified on such website on the Vendor's signature date hereof, provided that sufficient documentation of such Employer's authorization described below is also there included, and as to additional Employers within a reasonable time after written notice to Vendor of such completed additions on the website.

Vendor Name The Variable Annuity Life Insurance Company **Federal EIN** 76-0519990

CCC, Employer, and Vendor Agree

CCC represents that it has been authorized by each Employer to which this Information Sharing Agreement applies to enter into this Information Sharing Agreement on behalf of the Employer. CCC and Employer (via authorization letter) agree that the Employer, acting by and through CCC, will provide Vendor with accurate and complete Employer, Employee, and Participant information as Vendor requires to administer the Employer 403(b) Plan in compliance with Section 403(b) of the Internal Revenue Code of 1986, as amended ("Code") and related Treasury Department Regulations. The information to be provided includes, but is not limited to, Participant employment status and appropriate information about Participant accounts with other vendors.

Vendor agrees that it will provide CCC and the Employer with accurate and complete information about its accounts associated with any and all CCC client Employer 403(b) Plans as is necessary to ensure compliance with Code Section 403(b) and related Treasury Department Regulations. Information will be provided upon request from CCC with respect to individual transactions being processed by CCC, and otherwise as specifically provided in this Agreement or as agreed between CCC and Vendor. The information to be provided includes, but is not limited to, information relating to hardship distributions and outstanding or defaulted loans. Provision, use and retention of such information shall be consistent with applicable privacy requirements under applicable federal and state laws.

Carruth Compliance Consulting, Inc.

I hereby certify, on behalf of each Employer, that the Employer is eligible to sponsor a 403(b) Program and that CCC and Employer accept all liability for this determination. I further certify, on behalf of CCC and each Employer, that CCC and the Employer will comply with all obligations imposed on them under this Agreement.

J. H. Carruth 2/25/2008

Signature Date

By: Harvey Carruth
President, Carruth Compliance Consulting, Inc.

Vendor Shared Information Should Be Delivered To:

Harvey Carruth
Carruth Compliance Consulting, Inc.
10555 SW Lady Marion Drive
Tigard, OR 97224
Phone: 503-968-8961
Fax: 503-968-7802
E-mail: jcarruth@ncompliance.com

Vendor Representative

I hereby certify that all investment products presently in force or to be placed in force for Employees of Employer are in compliance with all applicable Federal requirements for 403(b) Plans and all applicable State laws for states in which these products are marketed. I confirm that CCC will be notified immediately if any of these investment products cease to satisfy these criteria. I further certify that the Vendor I represent will comply with all obligations imposed on it under this Agreement.

Joan Keller 2/22/08

Signature Date

JOAN Keller, VP

By: (Authorized Vendor Officer Name)

CCC Shared Information Should Be Delivered To:

Michael Hart
Name

1800 SW First Ave, Suite 420
Street Address

Portland, OR 97201
City, State, Zip

503-276-1406
Phone

michael_hart@aigvalic.com
E-mail

1. As described in an authorization letter directed to "To whom it may concern," a copy of which is available on the web at www.ncompliance.com/client/authorization_letters.html, each Employer has authorized CCC to act on its behalf with regard to all aspects of Employer's 403(b) Program and has authorized Vendor to communicate and enter into agreements directly with, and release information to, CCC as a designated Employer representative and Third Party Administrator. Vendor agrees that it will provide the information required by this Agreement directly to CCC in accordance with the authorization letter described above unless and until it receives contrary written instructions from CCC or the Employer.

2. **Formats for Information Sharing Agreements between Vendors and CCC client Employers:** This Agreement is an umbrella Information Sharing Agreement ("ISA") between Vendor and CCC on behalf of all CCC client Employers, and makes Vendor eligible to receive contract exchanges within the plan and plan-to-plan transfers into the plan involving any participant in any 403(b) plan of any CCC client Employer. In some circumstances, a CCC client Employer and a Vendor may enter into a different form of ISA that designates CCC as the Employer representative with which Vendor information is to be shared. Vendors that enter into this form of ISA will be notified of Vendors that have entered into a different form of agreement and, except as otherwise stated in the notice, may enter into contract exchanges and plan-to-plan transfers with those Vendors to the same extent that they may enter into contract exchanges and plan-to-plan transfers with Vendors covered by this form of ISA.

3. In accordance with the authorization letter described in paragraph 1, CCC agrees that it will provide Vendor any and all Employer information needed to ensure compliance of the Employer 403(b) Plan with Code Section 403(b) and Treas. Regs. 1.403(b)-1 through 1.403(b)-11.

4. CCC certifies that each Employer allows Participants to make **contract exchanges** within the Employer 403(b) Plan to 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11.

5. CCC certifies that each Employer allows Participants to make **plan-to-plan transfers into** 403(b) qualified annuity contracts and/or custodial accounts of Vendor, subject to Treas. Regs. §§ 1.403(b)-1through 1.403(b)-11.

6. CCC certifies that each Employer allows Participants to make **plan-to-plan transfers out of** Employer 403(b) Plan accounts into 403(b) qualified annuity contracts and/or custodial accounts of other employer plans, subject to participation eligibility and Treas. Regs. §§ 1.403(b)-1through 1.403(b)-11.

7. Vendor agrees that all contract exchanges within the same plan and all plan-to-plan transfers **received** by Vendor which are subject to the terms of this Agreement will be invested only in annuity contracts or custodial accounts, the terms of which comply with the provisions of applicable law, including, but not limited to, Code Section 403(b), Treas. Regs. §§ 1.403(b)-1 through 1.403(b)-11, and all applicable laws of the state in which each Employer is located. Such annuities and/or custodial accounts shall be available for purchase by the Employer for any eligible Employee.

8. **Contract Exchanges within the Plan (Vendor Releasing Funds):** After the effective date of this Agreement, and while this Agreement remains in effect, Vendor agrees to restrict released contract exchanges within the Employer 403(b) Plan to accounts of vendors that have entered into Employer ISAs. Vendor may rely upon the list of vendors eligible to receive exchanges and transfers maintained on CCC's website at www.ncompliance.com/isa_list.html. CCC shall be solely responsible for determining that the Employer plan provides for such exchanges, as required by Treas. Reg. § 1.403(b)-10(b)(3)(C), and for obtaining reasonable assurances from the receiving vendor that the remaining requirements of Treas. Reg. § 1.403(b)-10(b)(3) have been or will be satisfied. CCC's indemnification obligation in paragraph 22 shall specifically apply to any and all damages Vendor incurs as a direct result of allowing contract exchanges that have been authorized by CCC, if: (i) the Plan does not provide for such exchanges, or (ii) the receiving vendor account fails to satisfy the remaining requirements of Treas. Reg. § 1.403(b)-10(b)(3) and CCC failed to obtain reasonable assurances from the receiving vendor that those requirements have been or will be satisfied. For this purpose, "reasonable assurances" include, but need not be limited to, requiring the receiving vendor to enter into an Employer ISA.

9. **Contract Exchanges within the Plan (Vendor Receiving Funds):** By entering into this Information Sharing Agreement, Vendor becomes eligible to accept contract exchanges **received within** the Plan from Participants in the Plan. Contract exchanges **received within** the Plan are subject to any applicable Treasury Regulations and CCC stipulations specified in paragraphs 7-8 of this Agreement. Vendor agrees to accept responsibility for ensuring compliance with Sections 6.4(b) and 6.4(c) of the model plan language in the appendix to Rev. Proc. 2007-71.

10. **Plan-to-Plan Transfers Into the Plan:** By entering into this Information Sharing Agreement, Vendor becomes eligible to receive plan-to-plan transfers into the Plan from Participants in the Plan. Plan-to-plan transfers into the Plan are subject to any applicable Treasury Regulations and CCC stipulations specified in paragraphs 7-8 of this Agreement. Vendor agrees to accept responsibility for ensuring compliance with Section 6.2 of the model plan language in the appendix to Rev. Proc. 2007-71.

11. **Plan-to-Plan Transfers Out Of the Plan:** Vendor shall not allow any plan-to-plan transfer from an account in the Employer's 403(b) plan to an account in a different employer's 403(b) plan unless the receiving vendor demonstrates to the satisfaction of Vendor that: 1) the receiving plan allows plan-to-plan transfers into the plan; and 2) the receiving vendor accepts responsibility for ensuring compliance with Section 6.3 of the model plan language in the appendix to Rev. Proc. 2007-71 on behalf of the receiving employer.

12. Contract exchanges and plan-to-plan transfers described in paragraphs 4-11 do not require signatures from either CCC or the Employer. Vendor agrees to accept copies of either: 1) The Employer authorization letter and the appropriate CCC umbrella Employer ISA; or 2) The appropriate Employer ISA directly with the receiving vendor as sufficient Employer authorization to process contract exchanges and plan-to-plan transfers described in paragraphs 4, 5, and 7-10. Copies of these documents are maintained on the CCC website at www.ncompliance.com. However, paragraphs 8-11 impose additional responsibilities on the receiving vendor.

13. Vendor agrees that neither Employer nor CCC will be responsible in any way for allocation among the various Vendor funds of amounts received by Vendor as a result of a contract exchange within the Employer 403(b) Plan or a plan-to-plan transfer. Rather, allocation of such amounts among Vendor's separate accounts and funds will be handled entirely between Vendor and Participants.

14. Upon request from CCC as contemplated herein, Vendor agrees to provide complete and accurate information regarding any hardship distributions made from any Vendor account associated with any Employer covered by this Agreement. Information requests from CCC shall include the Social Security Number of each individual with respect to whom information is requested. **Effective January 1, 2009**, Vendor shall promptly notify CCC of any requests it receives for hardship distributions from accounts associated with any Employer covered by this Agreement.

15. **Effective January 1, 2009**, CCC agrees to administer hardship distributions in accordance with Treas. Reg. § 1.403(b)-6(d)(2). Vendor agrees to process a hardship distribution request **received on or after January 1, 2009**, only when instructed to do so by CCC.

16. Upon request from CCC as contemplated herein, Vendor agrees to provide complete and accurate information regarding any outstanding or defaulted loan related to any Vendor account associated with any Employer covered by this Agreement. Information requests from CCC shall include the Social Security Number of each individual with respect to whom information is requested. **Effective January 1, 2009**, Vendor shall promptly notify CCC of any loan requests it receives with respect to accounts associated with any Employer covered by this Agreement.

17. **Effective January 1, 2009**, CCC agrees to administer loans in accordance with Treas. Reg. § 1.403(b)-6(f). If a Vendor account for a Participant permits loans, Vendor agrees to process a loan request **received on or after January 1, 2009**, only when instructed to do so by CCC.

18. **Effective January 1, 2009**, upon request from Vendor, CCC agrees to provide all information necessary to determine eligibility for a distribution from a Vendor account associated with any Employer covered by this Agreement, including information regarding whether an Employee has had a severance from employment or has reached age 59½, provided however that Vendor may rely upon its own records regarding the Employee's date of birth. Information requests from Vendor shall include the Social Security Number of each individual with respect to whom information is requested.

19. Vendor acknowledges that, **effective January 1, 2009**, CCC has the sole authority to determine whether Domestic Relations Orders relating to Vendor accounts associated with any Employer covered by this Agreement meet the applicable requirements of Code Section 414(p)(1)(A)(i), as applied to governmental plans. Vendor agrees to administer those Domestic Relations Orders **received on or after January 1, 2009**, in accordance with instructions from CCC.

20. **Effective January 1, 2009**, Vendor and CCC agree to provide each other with complete and accurate information necessary to calculate and make all distributions from Vendor accounts associated with any Employer covered by this Agreement in accordance with Code Sections 401(a)(9) and 403(b)(10), and the Treasury Department Regulations issued thereunder. Vendor agrees to provide appropriate notification regarding minimum required distributions directly to Participants and their death beneficiaries.

21. Vendor agrees to indemnify and hold harmless CCC, Employer, any individual member of Employer's governing board, and Employees from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of Vendor or failure of Vendor to meet the requirements of this Agreement including or any provision of applicable law referenced herein. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by CCC, Employer, or its Employees or their willful misconduct or negligence, nor shall Vendor be liable under this paragraph 21 more than once with respect to the same claim if such claim is asserted by CCC and by Employer (including any board member or Employee of Employer). Vendor, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against CCC, Employer, including members of the governing board, or Employees on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against any of them with respect to any such claim or demand, provided that CCC or Employer notifies Vendor, in writing, within a reasonable period of time of no less than 20 business days of such claim or demand. Vendor's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only.

22. CCC agrees to indemnify and hold harmless Vendor from every claim, demand or suit which may arise out of, be connected with, or be made by reason of the negligence of CCC or failure of CCC to meet the requirements of this Agreement. Notwithstanding the preceding sentence, this indemnification shall not cover any claim, demand, or suit based on erroneous information provided by Vendor or Vendor's willful misconduct or negligence. CCC, at its own expense and risk, shall defend, or at its option settle, any court proceeding that may be brought against Vendor on any claim, demand or suits covered by this indemnification, and shall satisfy any judgment that may be rendered against Vendor with respect to any such claim or demand, provided that Vendor notifies CCC, in writing, within a reasonable period of time of no less than 20 business days of such claim or demand. CCC's liability hereunder shall be limited to actual damages and out-of-pocket legal fees and expenses only. CCC shall maintain sufficient insurance to cover reasonably anticipated claims under this paragraph 22 and shall provide to Vendor documentation of such coverage within a reasonable time following receipt of a request for such documentation.

23. This Agreement shall become effective on the date it has been signed by both parties, and shall remain in effect until terminated in accordance with paragraph 24.

24. This Agreement may be terminated by CCC or Vendor as to any Employer(s) or as to all Employers upon thirty (30) days' written notice to the other party, provided that no such termination shall affect any liability incurred by CCC or Vendor prior to such

25. Termination. Notwithstanding the foregoing, the parties' obligations under this Agreement to share information and to restrict transfers and withdrawals shall survive the termination of this Agreement, as to such terminated Employer(s), until all accounts with respect to such Employer(s) subject to this

Agreement have been fully distributed or until Vendor has entered into a new information sharing agreement governing those accounts, provided however that such survival shall end upon termination by such Employer(s) of its (their) relationship with CCC as referenced in paragraph 1 hereof. CCC agrees to notify Vendor of any Employers in which the contract to provide compliance assurance and plan administrative services is terminated. Notification of such contract termination shall be provided in advance of the contract termination date.

26. This Agreement contains the entire agreement of the parties regarding the subject matter contained herein, and supersedes all prior agreements between Vendor and CCC relating to the same subject matter.

27. This Agreement may be amended at any time by mutual written agreement of the parties. The parties further agree that, on or before December 31, 2008, they will enter into any further amendments or separate agreements as may be reasonably necessary to ensure that the Employer is contractually obligated to comply with the information sharing requirements of Treas. Reg. Section 1.403(b)-10(b) or any guidance issued by the Internal Revenue Service thereunder.

28. In the event of any dispute between the parties regarding their rights or duties under this Agreement, or regarding the interpretation of this Agreement, the prevailing party shall be entitled to its reasonable costs, including attorney and paralegal fees, through and including any appeals.

29. Failure of either party to require performance of any duty of the other party or otherwise to enforce any right under this Agreement shall not constitute a waiver of that party's right to enforce any other provision of this Agreement.

30. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon.