



American General Life Companies

Member of American International Group, Inc.

For value received, _____, an agent under an Agent Contract, (or its successor as defined by the company) with the company named in the CONSENT TO ASSIGNMENT below ("American General Life") and hereinafter called Assignor, assigns Assignor's Agent Contract ("Contract") in its entirety to _____, hereinafter called Assignee. This Assignment removes from Assignor any and all rights, privileges, duties, and obligations under the Contract and places them with Assignee as if the Contract had been originally executed by Assignee. It is expressly understood among the parties to this Assignment that American General Life reserves the right to offset any indebtedness now or in the future owed to it by Assignee against amounts payable to Assignee under the Contract.

Assignee, under the terms of this Assignment, has received full power and authority, for Assignee's own benefit and conduct of business, all rights, privileges, duties and obligations as fully as if Assignee were the original party to the Contract: provided, however, that no transfer of Assignee's rights hereunder, whether voluntary, involuntary, or by operation of law, shall be binding upon American General Life (AGL) until actual written notice of such transfer has been received by it.

Executed this _____ day of _____.

ASSIGNOR

Witness

ASSIGNEE AGREEMENT

Assignee has received the assignment of the Agent Contract ("Contract") executed between Assignor and American General Life named in the CONSENT TO ASSIGNMENT below ("American General Life"). In exchange for AGL's consent to the assignment, Assignee agrees as follows:

1. Assignor shall be the sole individual who may produce business under the Contract;
2. Assignor and Assignee agree that Assignor is entitled to receive payment of any and all non qualified deferred compensation benefits which may be payable as a result of production under the Contract, and Assignee has no present or future right to such compensation;
3. Assignee is the holder of all rights, privileges, duties, and obligations under the Contract. All commissions payable under the Contract after the effective date of this Assignment shall be paid to Assignee and will be reported to Assignee's Tax Identification Number unless Assignee and Assignor give written instructions for taxes to be reported to Assignor.
4. Assignee shall assure that Assignor produces business in a manner compatible with the terms of the Contract. The Contract may be terminated for acts of Assignor or Assignee in violation of the Contract; and
5. AGL is authorized to enroll Assignor in AGL's sponsored errors and omissions program, if available, and to deduct from earnings due Assignee under the assigned Contract, premiums necessary to enroll Assignor in such program.

Executed this _____ day of _____

ASSIGNEE: _____ **ASSIGNEE: SSN or Tax ID** _____

By: _____ **Title:** _____

CONSENT TO ASSIGNMENT

American General Life hereby consents to the foregoing assignment, subject to the terms, provisions and conditions above stated or referred to.

Executed this _____ day of _____.

AMERICAN GENERAL LIFE INSURANCE COMPANY

By: _____ **Title:** _____