

SERFF Tracking Number: AEGN-126404541 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 44305
 Company Tracking Number: GFA-CNT-07
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: GFA-CNT-07
 Project Name/Number: GFA-CNT-07/GFA-CNT-07

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: GFA-CNT-07 SERFF Tr Num: AEGN-126404541 State: Arkansas
 TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- State Tr Num: 44305
 Closed

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: GFA-CNT-07 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird
 Author: Debbie Brunson Disposition Date: 12/14/2009
 Date Submitted: 12/09/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: GFA-CNT-07
 Project Number: GFA-CNT-07
 Requested Filing Mode: Review & Approval

Status of Filing in Domicile: Pending
 Date Approved in Domicile:
 Domicile Status Comments: Filed
 simultaneously in multiple jurisdictions,
 including domicile.

Explanation for Combination/Other:
 Submission Type: New Submission
 Overall Rate Impact:

Market Type: Group
 Group Market Size: Small and Large
 Group Market Type: Employer, Association,
 Trust, Other

Filing Status Changed: 12/14/2009

Explanation for Other Group Market Type: labor
 unions, and credit unions
 State Status Changed: 12/14/2009

Deemer Date:

Created By: Debbie Brunson

Submitted By: Debbie Brunson

Corresponding Filing Tracking Number:

Filing Description:

Re: Transamerica Life Insurance Company (NAIC # 86231-468) (FEIN# 39-0989781)

Forms: GFA-CNT-07 Group Funding Agreement (Unallocated)

GFA-APP-07 Application for Group Funding Agreement

GFA-CAPP-07 Application to Change Investment Choices

GFA-AMEND-07 Amendment to Group Funding Agreement

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We submit the above forms for your review and approval to be used on a general-use basis. All forms are new and will not replace any previously approved form(s). These forms are being filed simultaneously in all U.S. jurisdictions except Florida, Massachusetts, New York, and Pennsylvania. The status of the domicile filing in Iowa is pending. These forms will become effective upon state department of insurance approval.

Please be advised that these forms are essentially the same as the following forms that were previously approved or deemed approved by your Department on July 24, 2009. The provision for the purchase of annuities has been removed. In all other respects, only the form numbers have been changed and references to Group Annuity Contract have been changed to reflect Group Funding Agreement.

GAC-CNT-07 Group Annuity Contract (Unallocated)
GAC-APP-07 Application for Group Annuity Contract
GAC-CAPP-07 Application to Change Investment Choices
GAC-AMEND-07 Amendment to Contract

The contract is an unallocated funding agreement which will be issued to sponsors of retirement plans intended to qualify under Section 401(a), of the Internal Revenue Code. These forms contain no unusual or controversial provisions, and do not vary from industry standards. The contract is issued on a group basis, and sold by licensed agents. Transamerica will primarily issue this contract to Employer groups or to trustees of a fund established by an employer. However, we may from time to time issue this contract to one or more of the following types of groups, to the extent that any such group is allowed by law to establish a retirement plan and to the extent such group is recognized under state insurance laws:

1. Labor unions, or similar employee organizations;
2. A trust or to the trustee(s) of a fund established or adopted by two (2) or more employees, or by one or more labor unions or similar employee organizations, or by one or more employers and one or more labor unions or similar employee organizations;
3. An association or a trust or to the trustee(s) of a fund established, created or maintained for the benefit of members of one or more associations; and
4. Credit unions or to a trustee or trustees or agent designated by two (2) or more credit unions.

There are no required premiums. Contributions allocated to the contract are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the contract will purchase units of the applicable unit class of each book value separate account. The Contractholder may also invest in a general account investment choice (GAIC) which pays a fixed interest rate that is declared monthly. There is no minimum or maximum interest rate for the general account investment. Withdrawals, transfers, benefit payments, and expenses/credits will affect the number of units for separate accounts and the GAIC.

<i>SERFF Tracking Number:</i>	<i>AEGN-126404541</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>Transamerica Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>44305</i>
<i>Company Tracking Number:</i>	<i>GFA-CNT-07</i>		
<i>TOI:</i>	<i>A03G Group Annuities - Deferred Variable</i>	<i>Sub-TOI:</i>	<i>A03G.002 Flexible Premium</i>
<i>Product Name:</i>	<i>GFA-CNT-07</i>		
<i>Project Name/Number:</i>	<i>GFA-CNT-07/GFA-CNT-07</i>		

Monies accumulate for the purpose of making payments at future dates in amounts that are not based on mortality or morbidity contingencies. The separate account offering capability applies to the accumulation phase of the Contract. The Contract DOES NOT provide for the purchase of annuities.

The value of each Separate Account equals the sum of the value of all its Separate Account Unit Classes. The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests. As a result, the value of each Separate Account will be subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

Contract Asset Charges, when applicable, will vary according to selections made for the payment of commissions as well as by the size of the expected and actual deposits and number of participants. Contract asset charges of the contract may also apply to the GAIC.

For certain Separate Accounts, an Investment Management Charge may apply to a Separate Account Unit Class. This Investment Management Charge will be assessed daily. For certain Separate Accounts, a Fixed Administrative Charge may apply to a Separate Account unit class. This Fixed Administrative Charge will be assessed daily. An Administrative Charge may also apply to the GAIC.

For some contracts and for certain Separate Accounts, a banded Administrative Charge may apply to a Separate Account Unit Class. This banded Administrative Charge will be assessed daily and is based on the contract's balance in the applicable Separate Account and may change during the applicable change period. This provision may not appear in some contracts.

Transfers may be requested by the Contractholder, or delegated to the Contractholder's authorized representative, or the Participant, as applicable, on any Business Day. Any given Investment Choice Transfer may have related trading restrictions, limitations, or redemption fees.

Registration Requirements: This product is not registered with the SEC. Since the product is issued only to retirement plans qualified under IRC Section 401(a) or governmental plans maintained for the exclusive benefit of the participants and beneficiaries, it is exempt from registration in accordance with Section 3(a)(2) of Act 33.

Variability: Variable text within each form is identified with [brackets]. The contract's schedules are variable as it relates to the company's product mix and available product options. After a contract is issued, any change to the variable information in a schedule would be effectuated by issuing a revised schedule with a new effective date. All variable information is described in the Statement of Variability. With respect to form GFA-AMEND-07, each variable phrase will only be shown when applicable. No other text, other than what is described will be shown.

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Company and Contact

Filing Contact Information

Debbie Brunson, Contract Analyst debbie.brunson@transamerica.com
 1150 S. Olive St., T-09-09 800-319-7626 [Phone] 3768 [Ext]
 Los Angeles, CA 90015 213-763-9779 [FAX]

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
 1150 S. Olive Street, T-09-09 Group Code: 468 Company Type: Life
 Los Angeles, CA 90015 Group Name: TLIC State ID Number:
 (800) 319-7626 ext. 3768[Phone] FEIN Number: 39-0989781

Filing Fees

Fee Required? Yes
 Fee Amount: \$50.00
 Retaliatory? No
 Fee Explanation: 1 policy form filing and related forms @ \$50.00 per filing = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	12/09/2009	32656250

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	12/14/2009	12/14/2009

SERFF Tracking Number: *AEGN-126404541* *State:* *Arkansas*
Filing Company: *Transamerica Life Insurance Company* *State Tracking Number:* *44305*
Company Tracking Number: *GFA-CNT-07*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *GFA-CNT-07*
Project Name/Number: *GFA-CNT-07/GFA-CNT-07*

Disposition

Disposition Date: 12/14/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGN-126404541 State: Arkansas
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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		Yes
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Actuarial Memo		No
Form	Group Funding Agreement		Yes
Form	Application for Group Funding Agreement		Yes
Form	Application to Change Investment Choices		Yes
Form	Amendment to Group Funding Agreement		Yes

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Form Schedule

Lead Form Number: GFA-CNT-07

Schedule Item Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
	GFA-CNT-07	Policy/Cont	Group Funding ract/Fratern al Certificate	Initial		50.800	GFA-CNT-07.pdf
	GFA-APP-07	Application/	Application for Group Enrollment Funding Form	Initial		50.800	GFA-APP-07.pdf
	GFA-CAPP-07	Application/	Application to Enrollment Change Form Choices	Initial		50.800	GFA-CAPP-07.pdf
	GFA-AMEND-07	Policy/Cont	Amendment to Group ract/Fratern Funding al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		50.800	GFA-AMEND-07.pdf



Transamerica Life Insurance Company

(A Stock Company)

Home Office: 4333 Edgewood Road NE

Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

Contract Number: _____ Group Funding Agreement Effective Date: _____

Consideration

In consideration of the Application for Group Funding Agreement signed by the Contractholder and payment of Deposits, **Transamerica Life Insurance Company** (Transamerica) issues this Group Funding Agreement (Contract) to the Contractholder. The Contractholder is named on the Declaration Schedule and is the employer, Plan sponsor, Plan trustee or other entity that makes application for the Contract, and is authorized by the named Plan fiduciary to make fiduciary decisions on behalf of the Plan.

In the Contract, "we", "us", "our" and "Company", also refers to Transamerica. Capitalized terms in the Contract are defined in Section 1 – Definition of Terms, or within the Contract where applicable.

Subject to the provisions set forth in the Contract, Transamerica agrees with the Contractholder to provide benefits as directed by the Contractholder for, or on behalf of Participants of the Plan named in the Declaration Schedule.

The Contract is delivered in the Jurisdiction named in the Declaration Schedule and is governed by the laws of that Jurisdiction. This Contract is signed for the Company at its Administrative Office in Los Angeles, California as of the Group Funding Agreement Effective Date.

Brenda Clancy, President

Craig D. Vermie, Secretary

GROUP FUNDING AGREEMENT

Separate Account Investment(s)

General Account Investment

No Dividends

NOTICE:

The value of each Separate Account equals the sum of the value of all its Separate Account Unit Classes. The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests.

As a result, the value of each Separate Account will be subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

Table of Schedules, Provisions, and Endorsements

Consideration 1
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 Contract Asset Charges Schedule3-b
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Declaration Schedule

Contract Number: [123456]

Effective Date of Schedule [June 30, 2009]

This is a Group Funding Agreement (Contract), used to facilitate investment in separate account and/or general account investment choices for the purpose of accumulation of assets for payment of Plan benefits. This Contract pays no dividends.

This Schedule becomes effective on the Effective Date of Schedule shown above and supersedes any schedule of the same name previously issued and attached to the Contract.

Plan Name: [ABC Retirement Plan]

Type of Plan: [PlanType]

Contractholder: [Trustee for ABC Retirement Plan]

Group Funding Agreement Effective Date: [June 7, 2008]

First Contract Anniversary: [June 7, 2009]

Jurisdiction: [State in which the contract was solicited and delivered]

General Account Investment Choice (GAIC): [Yes] [No]

GAIC annual interest rate on [date/month/year] is [rate]

The annual interest rate is determined on a [monthly/quarterly/annual] basis.

There is no guaranteed minimum or maximum interest rate under the GAIC.

Expected Takeover Amount: [takeover amount]

Make-Up Amount (If applicable): [make-up amount]

Contract Asset Charges Schedule

Contract Number: [123456]

Effective Date of Schedule

[June 30, 2009]

This Schedule becomes effective on the Effective Date of Schedule shown above and supersedes any schedule of the same name previously issued and attached to the Contract.

VARIABLE TEXT CAC-1

[A Contract Asset Charge (CAC) will be calculated on the [1st - 31st] of each month and will be assessed on the next Business Day on a pro-rata basis to Investment Choices as shown in the Investment Choice Schedule. [1/12th of the annual CAC percentages shown in this Contact Asset Charges Schedule will be applied each month.] [The CAC percentages shown in this Contact Asset Charges Schedule will be applied each month.] The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.]

VARIABLE TEXT CAC-2

[A Contract Asset Charge (CAC) will be calculated on the last day of each [quarter] [year] and will be assessed on the next Business Day on a pro-rata basis to Investment Choices as shown in the Investment Choice Schedule. [1/4th of the] [The] annual CAC percentages shown in this Contact Asset Charges Schedule will be applied each [quarter.] [year.] The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial [quarters] [years], the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial [quarter] [year] that the contract was in force, 1/12th of the annual Contract Asset Charge is assessed.]

VARIABLE TEXT CAC-3:

[Using the percentages in the table below, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.]

VARIABLE TEXT CAC-4:

[Using the percentages in the table below, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the Contract Value exceeds the total estimated deposits shown in the application for Contract, the CAC will adjust accordingly.]

VARIABLE TEXT CAC-5:

[At the end of the first Deposit Year, a Contract Asset Charge adjustment is made if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other Plan investment maintained outside of the Contract, are less than [50%-90%] of the total estimated Deposits shown in the application for Contract. This adjustment is determined in accordance with the following and will be deducted from all Investment Choices established under the Contract

A x (B – C) Where:

A = The sum of Deposits, received for this Contract in the first twelve months after the first Deposit, reduced by the sum of any amounts transferred from the Contract to any other Plan investments maintained outside of the Contract.

B = The annual Contract Asset Charge that would apply if the sum of the Deposits received in the first twelve months after the first Deposit reduced by the sum of any amounts transferred from the Contract to any other Plan investments maintained outside of the Contract is substituted for the Contract Value.

C = The annual Contract Asset Charge that would apply based on the total estimated first-year Deposits shown in the Application for Group Funding Agreement.]

VARIABLE TEXT CAC-6:

[Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each [month] [quarter][year], based on the actual Contract Value, as defined in the Contract.]

VARIABLE TEXT CAC-7:

[Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each [month] [quarter][year], based on the Contract Value combined for all employers participating in the Contract.]

VARIABLE TEXT CAC-8

[Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each [month] [quarter][year], based on the Contract Value using only the assets of each individual employer participating in the Contract and not in the aggregate.]

VARIABLE TEXT CAC-9:

[For the first [1-10] Deposit Year(s), the CAC is [0.00% - 4.00% annually] [0.00% - 0.3333% monthly], [0.00% - 1.00% quarterly], based on all assets under the Contract except the Suspense Account.]

VARIABLE TEXT CAC-10:

[For the first [1-10] Deposit Year(s), the CAC is [0.00% - 4.00% annually] [0.00% - 0.3333% monthly] [0.00% - 1.00% quarterly], based on the assets of each employer participating in the Contract and not in the aggregate.]

VARIABLE TEXT CAC-11:

[Thereafter, using the percentages in the table below, the CAC is based on the Contract Value as defined in the Contract.]

VARIABLE TEXT CAC-12:

[Thereafter, using the percentages in the table below, the CAC is based on Contract Value of the assets of each individual participating employer and not on the assets of the entire Contract.]

VARIABLE TEXT CAC-13:

[Thereafter, using the percentages in the table below, the CAC is based on the Contract Value of all employers participating in the Contract, meaning the assets of the entire Contract.]

T1 AND T2:

Contract Asset Charge Table [I or A in sequence or name]

<i>[[Contract Value] <T1>[Contract Value Combined for all employers participating in the Contract] <T2>[Contract Value based on assets of each individual employer participating in the Contract and not in the Aggregate]</i>	<i>[Monthly Charge (A negative percentage represents a credit to the Contract)]</i>	<i>[Quarterly Charge (A negative percentage represents a credit to the Contract)]</i>	<i>[Annual Charge (A negative percentage represents a credit to the Contract)]</i>
<i>Band 1, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 2, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 3, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 4, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 5, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 6, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 7, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 8, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 9, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 10, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 11, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 12, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 13, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 14, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 15, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>

]]

VARIABLE TEXT CAC-14

[Make-Up Amount: Upon receipt of the Takeover Amount shown in the Declaration Schedule, the Make-Up Amount also shown on the Declaration Schedule will be credited to the Contract and allocated among the Investment Choices as directed by the Contractholder.

The Make-Up Amount is issued based on the underwriting guidelines used by the Company. Failure to continue meeting the Company's underwriting guidelines may result in adjustments to the Contract charges under the Contract or it may result in Contract Discontinuance.

Important Notice: As shown above, in consideration of the Make-Up Amount, the Contract is subject to additional charges that would not apply if the Make-Up Amount benefit was not elected. The additional charges should be considered along with the benefit of receiving the Make-Up Amount to be sure it meets applicable financial needs and objectives. The additional charges applicable to the Make-Up benefit include additional Contract Asset Charges and Discontinuance charges upon total and partial discontinuance for a limited number of years. The additional Contract Asset Charges are shown above in this Schedule. The Discontinuance charges are shown in the Discontinuance Schedule.]

Discontinuance Schedule

Contract Number: [123456]

Effective Date of Schedule

[June 30, 2009]

This Schedule becomes effective on the Effective Date of Schedule shown above and supersedes any schedule of the same name previously issued and attached to the Contract.

Discontinuance. Subject to the terms of the Contract, upon Total Discontinuance or Partial Discontinuance, the value calculated for withdrawals is paid as follows:

Investment Choices other than the General Account Investment Choice (GAIC):

The value of the Investment Choices other than the GAIC, is paid on the later of the 10th Business Day after the Date of Discontinuance or 5 Business Days after any blackout period, if applicable. Such value is calculated on the day before the Discontinuance Payment is made.

VARIABLE TEXT DISC-1

General Account Investment Choice (GAIC):

The current annualized rate of interest for the [Bloomberg Fair Value 5 Year US Composite A index] will be measured on the 1st day of the month a notice of Discontinuance or a Transfer request is received. We will compare this rate to the specific rate established 12 months before the date we measure the index. If the applicable rate on the date measured **has not decreased** by [1.50%] or more (for example, from [5.00% to 3.55%]), then the value of the GAIC will be paid or transferred on the [270th] [365th] day after the Date of Discontinuance. If the applicable rate on the date measured **has decreased** by [1.50%] or more (for example, from [5.00% to 3.50%]), then the value of the GAIC will be paid or transferred on the [90th] [180th] day after the Date of Discontinuance. In all cases, the value will be calculated the day before payment is made.

Subject to any regulatory approval, as applicable, we reserve the right to substitute a comparable index with 30 days advance Notice to the Contractholder, if the method of calculating the index is modified or discontinued.

In the case where a withdrawal resulting from a Total Discontinuance or a Partial Discontinuance is transferred to an investment outside this Contract, then the value as described above may be paid sooner than specified, with a processing fee of [0 - 0.0082%] for each day the payment or Transfer is made earlier than the time frame specified.]

VARIABLE TEXT DISC-2

General Account Investment Choice (GAIC):

The value of the GAIC will be paid on the 90th day after the Date of Discontinuance. The value will be calculated the day before payment is made.

In the case where a withdrawal resulting from a Total Discontinuance or a Partial Discontinuance is transferred to an investment outside this Contract, then the value as described above may be paid sooner than specified, with a processing fee of [0 - 0.0082%] for each day the payment or Transfer is made earlier than the time frame specified.]

VARIABLE TEXT DISC-3

[[Sample pooled fixed SA name.] The value of the [sample pooled fixed SA name] is paid as follows:

The trustee for the underlying investment of the [sample pooled fixed SA name] Separate Account, requires that withdrawals made as a result of Discontinuance normally require advance Notice of [12-xx] months unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the [12-xx] - month Notice period or such earlier date as may be allowed for by the trustee of the underlying investment.]

VARIABLE TEXT DISC-4

[Discontinuance Charges. Upon Total or Partial Discontinuance of the Contract, the following Discontinuance Charge Percentages are deducted from all Investment Choices prior to payment. The Discontinuance charges shown also apply to Partial Discontinuance resulting from any Contractholder Directed Withdrawal, when applicable.

Discontinuance Charge Percentages

[0.00-10.00%]	<i>[For payment dates occurring in the first Deposit Year</i>
[0.00-9.00%]	<i>For payment dates occurring in the second Deposit Year</i>
[0.00-8.00%]	<i>For payment dates occurring in the third Deposit Year</i>
[0.00-7.00%]	<i>For payment dates occurring in the fourth Deposit Year</i>
[0.00-6.00%]	<i>For payment dates occurring in the fifth Deposit Year</i>
[0.00-5.00%]	<i>For payment dates occurring in the sixth Deposit Year</i>
[0.00-4.00%]	<i>For payment dates occurring in the seventh Deposit Year</i>
[0.00-3.00%]	<i>For payment dates occurring in the eighth Deposit Year</i>
[0.00-2.00%]	<i>For payment dates occurring in the ninth Deposit Year</i>
[0.00-1.00%]	<i>For payment dates occurring in the tenth Deposit Year</i>
0.00%	<i>For payment dates thereafter]</i>

]

***Annual
Administrative
Charge***

[0.00%-2.00%]
[0.00%-2.00%]
[0.00%-2.00%]
[0.00%-2.00%]
[0.00%-2.00%]

***For applicable Investment Choices
Value at the end
of the preceding
Band Change Period***

[Band 1]
[Band 2]
[Band 3]
[Band 4]
[Band 5]

Band Change Period: [monthly] [quarterly] [semi-annually] [annually]

Section 1 – Definition of Terms

Amendment: An Amendment is a document issued by us which modifies Contract provisions, or amends the Contract as mutually agreed to by the Contractholder and the Company. No change to the Contract is binding on either party unless such change is in writing and authorized by at least two officers of the Company, acting together.

Beneficiary: The Beneficiary is the person(s) designated to receive benefits in accordance with the terms of the Plan if the Participant dies. With respect to the designation of Beneficiary, the laws of the state in which this Contract is issued may control.

Business Day: A Business Day is each day:

1. We are open to transact business; and
2. The New York Stock Exchange is open for normal trading; and
3. The Securities and Exchange Commission has not determined that a state of emergency exists that may make transactions impracticable.

Each Business Day ends when the New York Stock Exchange stops normal trading, generally at 4:00 P.M. ET.

Cash Equivalent Investment Choice: An investment that seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice is not insured or guaranteed by the FDIC or any other government agency. Although this investment seeks to preserve the value of principal, it is possible to lose money. Cash Equivalent Investment Choices have generally provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk. For example, we may impose a waiting period on certain withdrawals.

Code: Code means the Internal Revenue Code of 1986, as amended, including regulations issued thereunder.

Contract Asset Charges Schedule: The Contract Asset Charges Schedule is a document issued by us and attached to the Contract. This Contract Asset Charges Schedule describes the basis for calculating and assessing any Contract Asset Charge under the Contract.

Contractholder Directed Withdrawal: A Contractholder Directed Withdrawal is:

1. A request from the Contractholder or its designee for withdrawal from the Contract, as a result of a layoff, sale of a division, plant or facility closing, or any other event, including Plan termination, involving a separation from the Plan of a group or groups of Participants; or
2. A request from the Contractholder or its designee for withdrawal from the Contract, directing a transfer of amounts from this Contract to an investment in an asset outside of the Contract.

Contractholder Directed Withdrawals are considered a Partial Discontinuance and are subject to Section 8 – Discontinuance and Termination and the provisions in the Discontinuance Schedule.

Contract Value: The Contract Value is the sum of the value of this Contract’s Unit Classes held, less any fees, charges, and expenses. The value of Investment Choices takes into account withdrawals and Transfers. The value of the GAIC takes into account withdrawals, Transfers, and interest. Participant loans are not included in the Contract Value.

Date of Discontinuance: The date of any Total Discontinuance or Partial Discontinuance (“Date of Discontinuance”) will be the date we receive Notice from the Contractholder at our Administrative Office, or a later date, if so directed by the Contractholder. The Contractholder should consider any Participant notification requirements, if applicable, when giving Notice under Section 8 – Discontinuance and Termination.

Declaration Schedule: The Declaration Schedule is a document issued by us and attached to the Contract. The Declaration Schedule describes the parties to the Contract and the characteristics of the Contract.

Default Investment Choice: A Default Investment Choice is an Investment Choice named by the Contractholder to receive Deposits without affirmative investment instructions.

Deposit: A Deposit is monies remitted to us by the Contractholder, in U. S. Dollars, designated for this Contract. The Contractholder may make a Deposit in any amount, on any Business Day.

Deposit Year: A Deposit Year is the 12-month period starting on the date we receive the first deposit under the Contract and each succeeding Deposit Year is the 12-month period following in sequence.

Discontinuance: Discontinuance means a total withdrawal of amounts from the Contract by the Contractholder (“Total Discontinuance”) or a partial withdrawal of amounts from the Contract by the Contractholder (“Partial Discontinuance”), as defined in this Section 1 – Definitions, and in Section 8 - Discontinuance and Termination.

Discontinuance Payment: A Discontinuance Payment is any payment made as a result of a Total Discontinuance or Partial Discontinuance. A Discontinuance Payment will reduce this Contract’s number of units held in any Investment Choice affected by such Discontinuance Payment.

Discontinuance Schedule: The Discontinuance Schedule is a document issued by us and attached to the Contract. This Schedule describes how payments are made under the Contract as a result of Partial or Total Discontinuance and will describe any limitation, charge or hold period associated with Discontinuance Payments.

ERISA: ERISA means the Employee Retirement Income Security Act of 1974, and as amended thereafter.

Endorsement: An Endorsement is a document issued by us which sets forth additional provisions of the Contract. Subject to regulatory approval if applicable, we reserve the right to modify the provisions of any Endorsement by replacing such Endorsement with a new Endorsement, or by amending such Endorsement.

General Account Investment Choice: The General Account Investment Choice (GAIC) is an Investment Choice backed by Transamerica’s general account, and is available under this Contract. The assets in the general account are supported by the financial stability of Transamerica. While Transamerica declares interest rates periodically, and backs the principal and interest of this Investment Choice, any guarantees are subject to Transamerica’s claims paying ability. The GAIC is not guaranteed by the FDIC or any other government agency. Although plan Participants generally may withdraw assets from the GAIC without restrictions, Transamerica may impose a hold period at the Contract level in the event of a Total or Partial Discontinuance, as defined in this Contract.

Except in the case of defined benefit plans, the availability of this Investment Choice for new Deposits or incoming Transfers, at any given time is not guaranteed. We will give at least 10 days Notice if the GAIC becomes unavailable.

Group Funding Agreement Effective Date: The Group Funding Agreement Effective Date will be the date we issue the Contract or the date the Plan becomes effective, if later. The Group Funding Agreement Effective Date is shown on the Declaration Schedule.

Investment Choice: An Investment Choice is:

1. A Unit Class of a Separate Account. All Separate Account Investment Choices selected by the Contractholder for this Contract will belong to the same Unit Class. When calculating values for this Contract, only this Contract's portion of monies in each Separate Account Unit Class is considered.
2. A GAIC Unit Class. When calculating GAIC values for this Contract, only this Contract's portion of amounts in such GAIC Unit Class is considered.

Each Investment Choice is made available to the Contractholder for investment on behalf of the Plan. All Investment Choices selected by the Contractholder and established under the Contract are shown on the Investment Choice Schedule. The Contractholder or Participant, as applicable, generally may make Deposits or Transfers to each Investment Choice in any amount and on any Business Day. We cannot and do not guarantee that an Investment Choice will always be available for investment. Investment Choices may have trading/Transfer restrictions or redemption fees.

Investment Choice Schedule: The Investment Choice Schedule is a document issued by us and attached to the Contract. This Investment Choice Schedule lists the Investment Choices selected by the Contractholder for investment on behalf of the Plan and its Participants. Such Schedule describes the underlying investment of each Investment Choice.

Notice: Notice is written notification from the Contractholder or from any party designated by the Contractholder which is received by us at our Administrative Office. Such Notice may provide Deposit allocation instructions or requests for withdrawals or Transfers, or may be for such other purposes as provided in this Contract. Notice by us to the Contractholder will be in writing and mailed to the address on record of the applicable parties. We will not be bound by any authorization, direction, election, notice, or request that is not in writing and not received at our Administrative Office, except as otherwise provided in this Contract. For purposes of the Contract, Notice in writing shall include notice by electronic means as mutually agreed to by the applicable parties.

Partial Discontinuance: A Partial Discontinuance will result from events described in items 1 and/or 2 below:

1. A Partial Discontinuance occurs when a Notice of Contractholder Directed Withdrawal is received. If it is determined that a withdrawal request was not properly identified as a Contractholder Directed Withdrawal, any Contract Asset Charge, Contract fee, charge for Discontinuance or other applicable expenses that would have applied to the Contractholder Directed Withdrawal will reduce the assets remaining under the Contract.
2. A Partial Discontinuance occurs when the GAIC is selected by the Contractholder and we later receive Notice with a direction to withdraw any existing GAIC assets and Transfer such assets to another Investment Choice selected under the Contract or to an investment outside the Contract. The withdrawal made as a result of this Partial Discontinuance will be made in accordance with the Discontinuance provisions on the Discontinuance Schedule.

For defined benefit Plans, where periodic rebalancing or dollar cost averaging is used, Contractholder directed periodic Transfers are not considered a Partial Discontinuance.

Participant: A Participant is a person covered under the Plan and for whom benefits are to be provided under the Contract in accordance with the Plan.

Plan: The employer-sponsored retirement Plan named in the Declaration Schedule.

Qualified Default Investment Alternative (QDIA): The Department of Labor (DOL) regulations provide for potential fiduciary relief to plan fiduciaries of Participant-directed plans that elect to automatically allocate Participant contributions into a QDIA, when Participants fail to make an affirmative investment election. Under the DOL's final regulations, a plan fiduciary may be afforded ERISA section 404(c) relief from liability provided: (i) the fiduciary determines that the default investment chosen is prudent for its specific participants; (ii) the default investment chosen qualifies as a QDIA under the applicable regulations; and (iii) certain other requirements are met. The use of a QDIA is not applicable to defined benefit plans, and employer directed plans or accounts.

Schedule: A document issued by us and attached to the Contract, which sets forth Contract-specific information and/or terms.

Separate Account: Account(s) established and maintained by us for the purpose of investment of qualified retirement plan assets. From time to time, we may establish other Separate Accounts under this Contract. We are not and do not claim to be a trustee with respect to any Separate Account.

The assets of each Separate Account maintained under this Contract and under all Contracts of this type are owned absolutely and exclusively by us and will be segregated from the assets held in our general account. Such assets are not subject to the claims of the general creditors of the Company and shall not be chargeable with liabilities arising out of any other business of the Company, except to the extent that they exceed the reserves and other liabilities of such Separate Account. Realized or unrealized income, gains, and losses of the assets in each Separate Account are credited to, or charged against each Separate Account without regard to other income, gains, or losses of the Company.

We will hold assets in each Separate Account with a value at least equal to the total liability for the applicable Separate Account under this and all other contracts of this type which maintain assets in that Separate Account. We will use such assets to support only those contracts and not to support any other business.

Suspense Account: The account described in Section 2 - Suspense Account.

Total Discontinuance: Total Discontinuance results when a Contractholder's Notice informs us that Deposits to the Contract will cease and directs us to pay all Contract assets to the Plan trustee, a successor custodian, or to Participants, as applicable.

Transfer: A Transfer is the movement of monies in whole or in part, from one Investment Choice under this Contract to another Investment Choice under this Contract. On any Business Day, Transfers may be requested by the Participant, the Contractholder, or the Contractholder's designee, as applicable. Any given Investment Choice Transfer may have related trading restrictions, limitations, or redemption fees. A Transfer from an Investment Choice and any applicable redemption fee will reduce the number of units of the applicable Investment Choice. A Transfer to an Investment Choice will increase the number of units of the applicable Investment Choice, and may be subject to charges under the Discontinuance Schedule.

Unit Class: Each Separate Account and the GAIC is comprised of Unit Classes established by us. Each Unit Class may have its own Administrative Charge and Investment Management Charge, as described in Section 4, Separate Account Investment Choices and Related Charges. All Separate Account Investment Choices established under the Contract will be assigned to the same Unit Class. The applicable Unit Class assigned to Investment Choices for this Contract is shown on the Investment Choice Schedule.

Valuation Date: Valuation Date is the day on which a valuation occurs on each Investment Choice made available by Transamerica. Valuation can only occur on a Business Day and includes making trades, processing all deposits, transfers, and withdrawals and assessing any fees, charges or expenses under the Contract or applicable to each Investment Choice.

Section 2 – Suspense Account

Purpose of Suspense Account: The Suspense Account receives and temporarily holds Deposits prior to allocation to an Investment Choice under the Contract. It is not an Investment Choice under the Contract.

Suspense Account Interest Rates: We establish an effective annual rate of interest for the Suspense Account prior to the first day of each month. The effective annual rate of interest established remains in effect up to and including the last day of such month.

Method of Crediting Interest to the Suspense Account: We credit interest to the Suspense Account daily, based on its beginning daily balance, at a rate of interest which is the daily equivalent of the applicable effective annual rate of interest established by us.

Allocations from Suspense Account: When complete and accurate allocation instructions are submitted, amounts plus any accrued interest are allocated from the Suspense Account to other Investment Choices maintained under the Contract, within *[1-5 Business Days]* of receipt of allocation instructions. Allocation instructions under this provision may be made by any means allowed by us for Notice.

Value of Suspense Account: The value of the Suspense Account is the sum of all allocations made to the Suspense Account, plus interest credited as described above, less any withdrawals, expenses, or allocations to Investment Choices under the Contract.

Section 3 – Contract Asset Charges

Contract Asset Charge: When a Contract Asset Charge (CAC) applies, it is calculated and assessed to all Investment Choices established under the Contract, specific groups of Investment Choices, or individual Investment Choices. The Contract Asset Charges Schedule together with the Investment Choice Schedule will describe the CAC table and rate applied and the applicable Investment Choice to which the CAC rate applies. The assessment of CACs will affect the number of units of the applicable Investment Choice.

Change in Charges: We reserve the right to change the CACs shown on the Contract Asset Charges Schedule, upon [10-30 days] prior written Notice by us to the Contractholder. When we change the CACs under this provision, a new Schedule will be issued or we will issue an Amendment to attach to the Contract.

Section 4 - Separate Account Investment Choices and Related Charges

The provisions of this Section 4 do not apply to the General Account Investment Choice (GAIC).

Investment of Monies: Amounts in each Investment Choice will be invested as described in the Investment Choice Schedule.

Value of Separate Account: Monies allocated to an Investment Choice, other than the GAIC, will purchase units of the applicable Investment Choice. Units will also be used to account for amounts deposited to, withdrawn from, or transferred to or from the applicable Investment Choice under the Contract, as of the close of the Business Day for which the transaction is processed. The value of each Separate Account equals the sum of the value of all its Separate Account Unit Classes. The value of each Separate Account is affected by market changes and the investment income or loss applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests. As a result, the value of each Separate Account will be subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.

Valuation of the Underlying Investment of each Separate Account: Registered mutual funds are valued at the net asset value given to us by the mutual fund company on the day of the sale. To the extent applicable, securities listed on a national securities exchange are valued at the sale price as of the close of trading on the New York Stock Exchange on the day of the sale. If no sale was made, securities will be valued at the price set by either a broker or pricing service. Over-the-counter securities are valued at the latest bid price or other ascertainable market value. Money market instruments will be valued at cost plus accrued interest. Fixed income securities will also include accrued interest. For any Separate Account, where applicable, the Company may elect to employ a pricing service or to apply an internally approved valuation methodology to value all securities in a Separate Account in order to avoid mis-pricing and mitigate effects of frequent trading for purposes of "market timing" on the Separate Account.

Determination of the Value of an Investment Choice: We determine the value of each Investment Choice, on each Valuation Date prior to any Deposits, Transfers, or withdrawals. After application of any Investment Management Charges and/or Administrative Charges, the value of each Investment Choice on each Business Day equals the number of units purchased of that Investment Choice, multiplied by the unit value of that Unit Class of the Separate Account.

Determination of Investment Choice Unit Values: On any Valuation Date, the Investment Choice unit value is determined by dividing the value of each Investment Choice by the total number of units outstanding in such Investment Choice. The initial unit value is established by us. The Administrative Charges and/or the Investment Management Charges for the Investment Choices may vary, which will result in differing unit values among such Investment Choices on a given Valuation Date.

Determination of Number of Units of Each Investment Choice: The number of units of each Investment Choice is determined initially by adding the initial Deposits(s) and /or Transfers to such Investment Choice and dividing the sum by the Unit Value of the Investment Choice. Thereafter, the number of units will increase for Deposits and Transfers in and decrease for withdrawals and/ or Transfers out of the Investment Choice.

Investment Management Charge: For certain Investment Choices an Investment Management Charge may apply to a Separate Account Unit Class. This charge will be assessed daily and belongs to us. Any applicable Investment Management Charge is shown on the Investment Choice Schedule. We reserve the right to change the Investment Management Charge upon prior Notice to the Contractholder of at least [10-30 days].

Fixed Administrative Charge: For certain Investment Choices, a Fixed Administrative Charge may apply to a Separate Account Unit Class. This charge will be assessed daily and belongs to us. Any applicable Fixed Administrative Charge is shown on the Investment Choice Schedule. We reserve the right to change the Fixed Administrative Charge upon prior written Notice to the Contractholder of at least [10-30 days].

[Banded Administrative Charge: A banded Administrative Charge may apply to a Separate Account Unit Class for certain Investment Choices. This Banded Administrative Charge will be assessed daily and belongs to us. The Banded Administrative Charge is based on the balance in the applicable Investment Choice and may change during the applicable change period as shown on the Investment Choice Schedule. When a band change occurs for the Banded Administrative Charge, all units of the previous band will be converted to units of the new band. The balance of the Investment Choice will not be affected by such conversion; however, the number of units the Investment Choice holds in the new band will be different than the number of units of the previous band, due to the different charges of each band. Any applicable Banded Administrative Charge is shown on the Investment Choice Schedule. We reserve the right to establish new Banded Administrative Charges for this Contract with prior written Notice to the Contractholder of at least [10-30 days].]

Limits on Trading: For the purpose of controlling trading practices, that may adversely affect the Investment Choices offered under the Contract, and for complying with requirements of the underlying investment(s), we reserve the right to:

1. Monitor Plan and, if applicable, Participant transactions and release required information to the underlying investment(s).
2. Request documentation from the Contractholder regarding any Plan or if applicable, Participant transactions.
3. Establish and enforce restrictions on Transfers from one Investment Choice to another Investment Choice under the Contract.
4. Establish and enforce penalties for violations of Transfer restrictions, which may include any one or a combination of the following:
 - a) Establishing and enforcing, for any Investment Choice, restrictions or fees necessary to comply with the requirements of the Investment Choice or its underlying investment(s); and/or
 - b) Assessing a Transfer fee or redemption fee for a particular Investment Choice; and/or
 - c) Limiting or prohibiting Deposits or Transfers to an Investment Choice at the Plan or, if applicable, Participant level; and/or
 - d) Removing an Investment Choice in accordance with the provisions of the Contract; and/or
 - e) Discontinuing the Contract

Transamerica may restrict transfers using one or more of the following criteria:

Restriction (Type A) - For a particular Separate Account, when an amount is Transferred out of the Separate Account, any Transfer back in to such Separate Account cannot occur until after a holding period of 28 days.

Restriction (Type B) - On a Participant level, for a particular Separate Account, when an amount is Transferred out of the Separate Account, any Transfer back in to such Separate Account cannot occur until after a holding period of 60 calendar days. Regular employer and Participant contributions are allowed during holding period as well as additional Transfers out. However, reallocation and rebalancing transactions completed systematically or directly by participants are not exempt from this frequent-trading policy.

Restriction (Type C) - For a particular Separate Account, when an amount is Transferred out of the Separate Account, any Transfer back in to such Separate Account cannot occur until after a holding period of 30 days.

Redemption fees may also be assessed to trades that are deemed to violate specified holding periods. These redemption fees may change from time to time. A redemption fee may be assessed if shares of the Separate Account are Transferred/purchased and sold within a period of days that is shorter than the applicable holding period shown. Redemption fees imposed by mutual fund companies are paid to the mutual fund companies, and are not retained by Transamerica.

Redemption Fee	Holding Period
1.5% for Transfers back in that occur within a	90 day holding period
1% for Transfers back in that occur within a	365 day holding period
2% for Transfers back in that occur within a	5 day holding period
2% for Transfers back in that occur within a	7 day holding period
2% for Transfers back in that occur within a	15 day holding period
2% for Transfers back in that occur within a	30 day holding period
2% for Transfers back in that occur within a	31 day holding period
2% for Transfers back in that occur within a	60 day holding period

We reserve the right to implement other types of restrictions and fees based on standard practices to prevent market timing, or as otherwise required by the mutual fund companies.

Additional Provisions for Investment Choices: In addition to any rights provided under the Contract, we reserve the right to:

1. Remove an Investment Choice from the Contract due to changes in the underlying investment(s) of the Investment Choice which make the continued operation of the Investment Choice impossible or impracticable, in our sole opinion. In the event of such removal, we will provide notice as soon as practicable.
2. Allow the Investment Choice to invest in cash or short term securities when the underlying investment(s) is/are not available for any reason or a trade is rejected for any reason.
3. Redirect Deposits and Transfers to the applicable Cash Equivalent Investment Choice under the Contract for any Investment Choice when the underlying investment(s) is/are not available for any reason. When there is no Cash Equivalent Investment Choice available under the Contract, such assets will be allocated to the Default Investment Choice. If there is no Default Investment Choice designated under the Contract, such assets will be allocated pro-rata across all Investment Choices established under the Contract. In the event of such change, we will provide Notice as soon as practicable.

Section 5 – General Account Investment Choice

Establishment of General Account Investment Choice: When selected by the Contractholder, a General Account Investment Choice (GAIC) is established under the Contract and is shown on the Investment Choice Schedule. The GAIC is pooled for investment purposes with the Company's general account.

Crediting of Interest to the GAIC: Prior to the first day of each [month] [quarter] [year], we establish an effective annual rate of interest for the GAIC for such period. Interest is credited daily, based on its beginning daily balance, at a rate of interest which is the daily equivalent of the effective annual rate of interest applicable for such period.

Deposits to the GAIC: The Contractholder, may designate all or part of Deposits to the GAIC on any Business Day.

Unit Value of the GAIC: Amounts allocated to the GAIC will purchase units of the applicable Unit Class. The initial value of each unit is \$10. Thereafter, on any Business Day the value is determined using the value of the applicable Unit Class as of the close of the prior Business Day, plus accrued interest applicable to such Unit Class for the current Business Day, minus any applicable charges.

Determination of Number of Units in the GAIC: We will determine the number of units held in the GAIC by dividing the dollar amount of all assets held in such GAIC by the value of the applicable Unit Class. We will determine the number of units with respect to Deposits, withdrawals (including withdrawals for any fees or charges) or Transfers to or from the GAIC, by dividing the dollar amount of the transaction by the applicable Unit Value as of the close of the Business Day the transaction is processed.

Benefit Withdrawals from the GAIC: Withdrawals used to pay Plan benefits are subject to Section 7 – Withdrawals and Payment of Plan Benefits. All withdrawals from the GAIC will reduce the number of units of the applicable Unit Class.

Limitation on GAIC Withdrawals: Unless otherwise agreed to by us in writing, the amount of any withdrawal from the GAIC will be limited to the GAIC's pro rata share of the total amount of the withdrawal being made under the Plan. The GAIC's pro rata share will be equal to the ratio of the value of the Contract's GAIC to the value of the Plan's total fixed dollar assets determined as of the first day of the Deposit Year in which the withdrawal is requested. The Contractholder agrees to include with each request for withdrawal, a certification that the amount of the withdrawal is limited to the GAIC's pro rata share, as described in this provision. This limitation will not apply to the non-guaranteed payment option election for defined benefit plans, as described in Section 7, Withdrawals and Payment of Plan Benefits.

Transfers to or from the GAIC: The Contractholder or Participant, as applicable, may elect to Transfer all or part of monies in any other Investment Choice maintained under the Contract to the GAIC. Excluding defined benefit plans, Participant-directed Transfers from the GAIC may be made directly or indirectly to any other Investment Choice maintained under the Contract, except for any competing fixed Investment Choice, without such Transfer being subject to the Discontinuance provisions of the Contract.

Limitation on Transfers from the GAIC: Only one Cash Equivalent Investment Choice can be included in the Contract at any given time. Excluding defined benefit plans, if the Plan contains outside Cash Equivalent Investment Choices (competing investments), that were acknowledged by us to be in the Plan, and a Transfer is directed by a Participant from the GAIC to such outside investment, we reserve the right to delay such Transfers into the competing investment for that Participant for a period of *[10-270 days]* from the date the Transfer was requested.

Limitation on Deposits and Transfers to the GAIC: When applicable and necessary, we reserve the right to permanently or temporarily disallow allocation of new Deposits and Transfers to the GAIC with at least 10 days Notice to the Contractholder.

Competing Cash Equivalent Investment Choices: The Contractholder agrees not to include for investment any option in the Plan that is determined by us, to be a competing Cash Equivalent Investment Choice, unless specifically agreed to by us.

Minimum Balance Requirement for the Non-Guaranteed Payment Option: For defined benefit Plans, when the Contractholder elects to provide monthly payments to Participants or their Beneficiaries under the Non-Guaranteed Payment Option, described in Section 7, a minimum balance is required in the GAIC at the beginning of each calendar year. Such minimum balance must equal:

1. The sum total of all lump sum payments and all withdrawals to pay non-guaranteed payments that have been made during the preceding calendar year; and
2. The sum total of any Plan-related expense withdrawals the Contractholder authorized us to pay from the GAIC in the preceding calendar year; and
3. The sum total of all annual benefit charges assessed in accordance with the Expense Withdrawals provision described in Section 7 – Withdrawals and Payment of Plan Benefits.

We will notify the Contractholder after the end of each calendar year, or earlier if necessary, of any insufficiency of the GAIC to satisfy the Minimum Balance Requirement, and will request that a Deposit be made, or Transfers be made from any or all of the other Investment Choices maintained under the Contract, at the Contractholder's direction.

If the Contractholder takes no action and the balance of the GAIC remains less than required, we will Transfer to the GAIC, the amount necessary from other Investment Choices maintained under the Contract, on a pro-rata basis, to meet the payment obligations. If at any time the Contract Value is expected to be insufficient to permit required withdrawals to pay monthly payments and expenses from the GAIC, the Contract will be subject to Discontinuance in accordance with Section 8 – Discontinuance and Termination, unless the Contractholder makes further Deposits to correct the insufficiency.

[Administrative Charge: An Administrative Charge may apply to a GAIC Unit Class. This Administrative Charge, which is shown on the Investment Choice Schedule, will be assessed daily and belongs to us. We reserve the right to change the Administrative Charge upon prior written Notice to the Contractholder of at least [10-30 days]. The assessment of any Administrative Charge will influence the number of units of the GAIC, as described in this Endorsement.]

Disposition of GAIC upon Discontinuance: Upon any type of Discontinuance of the Contract, any Discontinuance Payment made will be in accordance with the Discontinuance provisions of the Discontinuance Schedule.

Section 6 – Adding and Removing Investment Choices

Adding Investment Choices: Subject to regulatory approval, as applicable, we may establish new Investment Choices from time to time, which may be added to this Contract at the election of the Contractholder, when offered by us.

Contractholder-Initiated Removal of Investment Choices: The Contractholder may elect to remove Investment Choices from the Contract at any time and direct us to Transfer the balance to another available Investment Choice, subject to this Contract's provisions.

Company-Initiated Removal of Investment Choices: We reserve the right to remove any Investment Choice from the available Investment Choices under this Contract, subject to regulatory approval if required. When an Investment Choice is removed by us, we will provide at least a [1-6-month] notification period to the Contractholder, except as provided under "Waiver of Notification Period" described below.

During the notification period, an election can be made to Transfer monies from the Investment Choice being removed to another available Investment Choice. If the Contractholder fails to elect another Investment Choice to receive the balance in the removed Investment Choice within the notification period, then such balance will be transferred to the applicable Cash Equivalent Investment Choice selected by the Contractholder under the Contract. If there is no Cash Equivalent Investment Choice under the Contract or if the Investment Choice being removed is the Cash Equivalent Investment choice selected under the Contract, then such monies will be allocated to the Default Investment Choice. If there is no Default Investment Choice under the Contract, then any remaining balance in the removed Investment Choice will be allocated pro-rata across all remaining Investment Choices established under the Contract.

Waiver of Notification Period: The notification period described above shall be waived:

1. For any Investment Choice established where the underlying investment is liquidated and the investment manager fails to give us sufficient notification to allow us to reasonably provide Notice to the Contractholder.
2. Where the requirements or restrictions of the underlying investment are incompatible with our recordkeeping processes.
3. Where changes in the underlying investments make the continued operation of the Investment Choice impossible or impracticable, in our sole opinion.

Section 7 – Withdrawals and Payment of Plan Benefits

Benefit Withdrawals: At the direction of the Contractholder or authorized designee, and in accordance with Plan provisions, we will make withdrawals and pay benefits to, or on behalf of Participants, as applicable.

Withdrawals under this Section 7 can be paid in accordance with the Lump Sum Payment Option or the Non-Guaranteed Payment Option. Subject to the Expense Withdrawals provision below, withdrawals to pay Plan benefits under this Section 7 are not subject to charges or penalties under this Contract, unless such withdrawal is a result of Discontinuance as defined in Section 1- Definitions, and further described in Section 8 – Discontinuance and Termination.

Requirements for Benefit Withdrawals: Any request for a withdrawal made by the Contractholder for the benefit of a Participant, must state the amount, purpose, the expected date of the withdrawal and payment and if applicable, the Investment Choice(s) from which such withdrawal should be made. The Contractholder agrees to keep accurate records of Participants' requests for withdrawals. We reserve the right, upon [5-15 days] Notice to the Contractholder, to audit such records. We reserve the right to require the Contractholder to certify that the requested withdrawal complies with the terms of the Plan and is in accordance with the requirements of the Code.

Expense Withdrawals: If allowed by us, the Contractholder may authorize other withdrawals for the payment of Plan expenses as permitted by the Plan, commissions, or other types of compensation or reimbursement. Such amounts will be withdrawn as directed by the Contractholder, and paid in a single lump sum or as otherwise agreed.

For defined benefit Plans, if the Contractholder elects to provide monthly payments in accordance with the Non-Guaranteed Payment Option described in this Section 7, an annual benefit charge of [\$0-\$125] will be withdrawn from the GAIC or other Investment Choice, if necessary and applicable. This benefit charge is assessed at the end of each calendar year for each Participant/Beneficiary receiving monthly payments and will be withdrawn on the first day of the following calendar year.

Delay of Contractholder Directed Withdrawals and Transfers: If an amount withdrawn/Transferred from a Separate Account, together with all amounts withdrawn/Transferred from the same Separate Account during the [0-30 days] prior to such withdrawal/Transfer, equals [5,000,000-20,000,000] or more, we reserve the right to delay such withdrawal/Transfer [30-90 business] days. The purpose of any delay will be to provide for an orderly disposition of the assets held in the applicable Separate Account. In addition, we may be required to suspend or postpone payment if redemption of an underlying fund's shares is suspended or postponed, or for other reasons permitted under applicable law. Under the Patriot Act, we may be required to block a request for a withdrawal until we receive instructions from the appropriate regulator.

Method of Payment Options: At the direction of the Contractholder and subject to the provisions of the Plan, benefits may be provided for a Participant or Beneficiary, as applicable under any of the Method of Payment Options described below, or under any other method allowed by the Plan and agreed to by us.

- 1. Lump Sum Payment Option:** Payment will be made to a Participant in a lump sum. Such lump sum may be paid directly to the Participant or Beneficiary or as a direct rollover, as elected by the Participant, to another employer plan if such plan accepts rollovers, or to an IRA, in accordance with the applicable provisions of the Code.
- 2. Non-Guaranteed Payment Option:** The Non-Guaranteed Payment Option is only available to defined benefit plans. Payments made to a Participant or a Beneficiary are withdrawn and paid monthly from the GAIC under the Contract. The Contractholder must have already selected or agree to select the GAIC before exercising this payment option. Payments are not guaranteed by us as to the continuance of payments to a Participant or Beneficiary. In accordance with Section 5, a minimum balance is required in the GAIC to make non-guaranteed payments.

Other Forms of Payment: Benefits may be provided under other forms of payment not described above, subject to our agreement, the Plan provisions, and any applicable Federal law, rule or regulation.

Designation and Change of Beneficiary: A Participant or Beneficiary who is receiving monthly payments under the Non-Guaranteed Payment Option may designate or change a Beneficiary by giving us written Notice. If required by law, we will not recognize a married Participant's Beneficiary designation naming anyone other than the Participant's spouse, unless such request is approved by the Participant's spouse and witnessed by a Plan representative or notarized. Any designation or change will take effect when received by us at our Administrative Office. When the request to designate or change the Beneficiary is received by us, whether the Participant is living or not, the designation or change will take effect as of the date the request is signed, except for any payment made by us before we received such request.

If the Participant has not designated a Beneficiary, or if the designated Beneficiary does not survive the Participant, payment is made according to the class of successive preference Beneficiaries provided to us by Plan records. If the Plan does not provide for successive preference Beneficiaries, or if the Contractholder does not provide us with a copy of the Plan when requested, then payment is made to the person(s) in the first of the following classes of successive preference Beneficiaries in which a member (or members of such class of Beneficiary) survives the Participant:

1. Spouse or, if mandated by state law, the partner of a civil union;
2. Children, including legally adopted children;
3. Parents;
4. Brothers and sister; or
5. Estate.

In determining the Beneficiary under this provision, we may rely upon an affidavit by a member of the class of preference Beneficiaries, entitled to receive the benefit.

Section 8 – Discontinuance and Termination

Discontinuance of Contract: The Contract may be discontinued as provided in this Section 8. Discontinuance may be either a Total Discontinuance or a Partial Discontinuance, as defined in Section 1 - Definitions.

Contractholder's Right to Effect Discontinuance: By providing us written Notice, the Contractholder may effect either a Total Discontinuance or a Partial Discontinuance.

Our Right to Effect Discontinuance: We have the right to effect a Total Discontinuance of the Contract by giving the Contractholder prior written Notice of at least 10 days if any of the following conditions applies:

1. The Plan is changed so as to significantly affect our obligations under the Contract; or
2. The Contractholder takes actions or fails to take actions that may jeopardize the tax qualified status of the Plan, and we determine that it is not practicable to continue the provision of benefits under the Contract; or
3. For defined benefit plans, the Contractholder, except for unintentional omission, fails to make required Deposits to satisfy the minimum balance requirements of the GAIC described in Section 5 – General Account Investment Choice; or
4. A Contract change is being made to all contracts of this class and the Contractholder refuses to accept such change; or
5. The Plan is terminated; or
6. The Contract Value at any time equals [\$5,000-\$20,000] or less; or
7. The Discontinuance is necessary to meet our obligations to control trading practices that may adversely affect the Investment Choices under the Contract; or
8. The Contractholder:
 - a. Fails to comply with the requirements under the Contract; or
 - b. Fails to continue to meet our underwriting requirements; or
 - c. Except by unintentional omission, fails to give us the information we need under the Contract; or
 - d. Except by unintentional omission, and where applicable, fails to furnish us with a copy of any amendments to the Plan, or annual report records, as provided under Plan Records in Section 9 – General Provisions.

Effect of Discontinuance: In the case of Total Discontinuance, after the Date of Discontinuance, no Contractholder-initiated Deposits to, Transfers to, or withdrawals from any Investment Choice are allowed, except for Deposits and Transfers meant to support benefit payments under the Non-Guaranteed Payment Option described in Section 7 – Withdrawals and Payment of Benefits.

In the case of Partial Discontinuance, Contractholder-initiated Deposits, Transfers, and withdrawals are not allowed for the applicable group or groups of Participants, except for Deposits and Transfers meant to support benefit payments under the Non-Guaranteed Payment Option described in Section 7 – Withdrawals and Payment of Benefits. Any Contract Asset Charge, Contract fee, charge for Discontinuance or other applicable expenses that have not been assessed prior to the Date of Discontinuance are assessed before any Discontinuance Payment is made.

Subject to this Section 8 – Discontinuance and Termination, the Contractholder may elect to have a Discontinuance Payment made either in a lump sum, or used to provide Plan benefits. If the Contractholder fails to make an election within *[10-30 days]* from the Date of Discontinuance, the Discontinuance Payment will be made in a lump sum to the Contractholder.

If the Discontinuance Payment is to be made to a successor custodian, the Contractholder must direct us accordingly and furnish the name and address of such custodian, and any other information necessary to effect such payment.

All Discontinuance Payments are subject to the provisions of the Discontinuance Schedule. The Discontinuance Schedule describes the calculation of the Discontinuance Payment, any surrender charges or discontinuance charges, and any hold period applicable to any Discontinuance Payment.

Termination of Contract: The Contract terminates when all monies have been withdrawn from the Contract and all benefits paid in accordance with the Contract's provisions.

Section 9 –General Provisions

Entire Contract: The entire Contract consists of:

1. The Application for Contract;
2. Any Schedule attached to the Contract;
3. The Contract;
4. Any Endorsement or Amendment attached to the Contract; and
5. The Application to Change Investment Choices, when applicable.

Disclaimer of Responsibility: We are not a party to, or bound by, the Plan or any other document or agreement which is issued in connection with the Plan, other than the Contract. We are not responsible for verifying that the monies held under the Contract are sufficient to provide the benefits under the Plan. Our only liability is as set forth in this Contract.

Reliance on Information: In acting under the Contract, we are entitled to rely on the information provided by the Contractholder or its designee. We are not responsible for checking the accuracy or completeness of such information. However, we reserve the right to audit the records of any Plan service provider.

Limit of our Liability: In making any payment to an appointed custodian, Participant/Beneficiary, or alternate payee as directed by the Contractholder, it is not our responsibility to:

1. Determine any custodian's authority or Participant's, Beneficiary's, or alternate payee's right to receive the payment; or
2. Verify the existence or qualified status of any retirement plan maintained by any appointed custodian; or
3. Monitor the application of any payment by the custodian to a retirement plan.

Payment to the custodian, Participant, Beneficiary, or alternate payee will fully discharge us of all liability under the Contract as to such payment. We will have no liability for any loss sustained by reason of our payment to the custodian, Participant, Beneficiary, or alternate payee, if the custodian's authority or Participant's, Beneficiary's, or alternate payee's right to receive the payment is contested in any way by any person.

Amendments to the Contract: The Contract may be amended at any time with at least *[10-30 days]* written Notice to the Contractholder. Subject to regulatory approval, if applicable, the Contractholder and Company may agree to amend the Contract as set forth in terms mutually agreed upon. No change to the Contract is binding on either party unless such change is in writing and authorized by at least two officers of the Company, acting together.

Plan Records: The Contractholder agrees to furnish us with a signed or certified copy of any amendment to the Plan, annual report records, or other information necessary to fulfill our obligations under the Contract, within *[10-30 days]* of our request. Failure to provide us with this information may result in a Discontinuance of this Contract by the Company. This provision does not apply when this Contract is the investment vehicle for a defined benefit Plan.

Non-transferability: Except as provided in these General Provisions, this Contract may not be sold, assigned, discounted, or pledged as collateral for a loan or as security for the performance of an obligation, or for any other purpose, to any party or parties. We may agree to a change of ownership of the Contract due to a change in corporate or plan name, or a change in corporate structure, including a merger or an acquisition. The Company is not required to make such change except at its own discretion.

No Dividends: The Contract does not participate in our profits or surplus. No dividends are payable.

Payments by the Company: All payments made by us under the Contract are paid from our Administrative Office. If the date on which any payment is due and payable by us falls on a weekend or legal holiday, we will make the payment on the first Business Day immediately following the date such payment is due, provided all information necessary to make the payment has been received by us.

No earnings will accrue under the Contract or to the payee after the date monies are withdrawn from the Contract for disbursement. Any earnings, from disbursements not claimed by any payee after the date the monies are withdrawn from the Contract, will remain the property of the Company.

Activity/Summary Statements: At least quarterly, activity/summary statements are furnished to the Contractholder or designated party named by the Contractholder. Such statements will show the financial transactions which have occurred during the activity period.

Facility of Payment: If a payee is a minor or if we have reason to believe that a valid receipt cannot be given for any payment made, we will make the payment to the legal guardian or conservator of the payee, or to such other person(s) as we have reason to believe has assumed the custody and principal support of the payee.

Proof of Existence: We reserve the right to require proof of the existence of any payee before making payments under the Contract.

Proof of Age: We reserve the right to require proof of age of any payee before making any payment under the Contract.

Limitation of Assignment: Except as permitted by law, no person has the right to anticipate, alienate, sell, transfer, assign, pledge, encumber or change any benefit under this Contract.

Protection of Benefit: To the extent permitted by law, no payment under the Contract will be subject to any claim or process of law by any creditor.

Premium Taxes: **This provision does not apply to contracts issued in Montana, North Carolina, Oregon, and Puerto Rico. For all other states this provision will apply only if required in the state in which the Contract is issued.** Taxes allocable to any payments made may be withdrawn from the Contract prior to the withdrawal for payment. The allocable amount of any such tax will be determined by us. If applicable, taxes will be allocated pro-rata among the Investment Choices established under the Contract, or from the GAIC in the case of defined benefit plans, based on the amount withdrawn to make payments. A withdrawal for premium tax will reduce the number of units of the applicable Investment Choice.

Misstatement: If any fact relating to any payment made under the Contract is determined to be incorrect, we may take whatever action necessary to adjust for the error based on the actual facts.

Restrictions Imposed by Federal Laws and Regulations: Payments provided under the Contract are subject to any applicable limitation in the Plan, Code requirement, and/or provision of the Employee Retirement Income Security Act of 1974 (ERISA) and Department of Labor (DOL) regulations, or any other applicable law. Plan monies deposited under the Contract may not revert to any employer, except as permitted by the Code and, if applicable, ERISA. We will also gather and report information as required by Federal laws and regulations, with respect to financial transactions and Participant investment/trading activity, if applicable.

No Waiver: Any failure by either the Contractholder or by us to enforce at any time, any term, condition or provision under this Contract shall not be considered a waiver of the right thereafter to enforce each and every term, condition or provision of this Contract.

Severability: If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the life of this Contract, the legality, validity, and enforceability of the remaining provisions of this Contract shall not be affected.

FOR INQUIRIES, INFORMATION OR ASSISTANCE, YOU MAY CALL

Transamerica Life Insurance Company

(A Stock Company)

Home Office: 4333 Edgewood Road NE

Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

AT

[1-800-722-1681] [800-875-8877]

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
 Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Administrative Use Only:	Principal Office Location (Issue State of Contract) _____	[product name/ID#]	Quote/Contract # as applicable:
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This is an Application for Group Funding Agreement (Application), which facilitates the issuance of a Group Funding Agreement (Contract). The Contract is issued to the employer/plan sponsor, plan trustee or other entity that makes application for the Contract (Contractholder). The Contract provides for the investment in separate accounts and investment in a general account (Investment Choices), for the purpose of accumulation of assets for payment of Plan benefits for participants. The contract is underwritten by Transamerica Life Insurance Company (Transamerica).

The value of each Separate Account offered is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which each Separate Account invests. As a result of these market changes, the value of each Separate Account is subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.

Plan Sponsor Name: _____

Plan Name: _____

Section I. Asset Information

1.	Estimated first-year annual deposits in the form of Plan contributions: <i>(Do not include any amounts that will later transfer out of the contract to outside plan investments)</i>	\$ 100,000.00
2.	Estimated takeover amount to be received from an existing plan: <i>(see Section IV)</i>	\$ 500,000.00
3.	Total estimated first-year deposits (line 1 plus line 2): <i>(NOTE: These estimates may be used in the calculation of the contract's charges in the first deposit year)</i>	\$ 600,000.00
4.	Anticipated rollover assets from individual Participants <i>(NOTE: These amounts are not used in the calculation of Contract's charges)</i>	\$ -0-

Section II. Participant Information *(Not applicable to defined benefit plans)*

1.	What is the expected number of Participants?	45
2.	What is the estimated first-year average Participant balance?	\$ 10,000.00

Section III. Group Funding Agreement Effective Date

Group Funding Agreement Effective Date: When approved for issuance by Transamerica, for takeover plans, the Contract is effective on the date this Application is received in "good order" at Transamerica's administrative office in Los Angeles, California. Good order is defined in the application and agreement for services. For start-up plans, the Contract is effective on the later of the date this Application is received in "good order" or the Plan effective date.

[On the Group Funding Agreement Effective Date, the Plan Expense Payment Processing Service is included in the Contract if the plan qualifies for the service and the service is approved by us. This service facilitates the payment of Plan expenses from plan assets. [Check here to decline this service:]]

Section IV. Asset Bridge*/Replacement

1.	Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.	Does the existing investment or insurance impose a penalty for termination? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.	If yes, indicate the estimated amount of penalty imposed by the existing plan investment or insurance?	*\$ N/A
4.	Is the Asset Bridge provision requested at this time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

*The Asset Bridge provision provides for a credit that reduces discontinuance or surrender charges of a prior provider. The amount indicated is an estimate, however, when the contract is issued, **the actual penalty amount** from the prior carrier will be used to determine the credit given. **NOTICE:** When a make-up amount (or credit) under the Asset Bridge provision is given, **the contract's charges are increased, and a charge for discontinuance applies for a limited time period.** This increase in charges and charge for discontinuance would not apply if the Asset Bridge provision is not elected. Consideration should be given to these increased charges to be sure the financial needs and goals of the Plan are met.

TRANSAMERICA LIFE INSURANCE COMPANY
 Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
 Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Section V. Investment Choice Selection

The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder. The selection of Investment Choices is subject to the terms set forth in this Section V on the date this Application is signed by the Contractholder. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica’s Application to Change Investment Choices on the date such application is signed.**

The following steps should be taken in the process of selecting Investment Choices to include in the plan.

Selection Step [1]:	[Cash Equivalent* Investment Choices: Only one Investment Choice of this type may be selected to include under the Contract.]
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[*This type of investment seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice offered by Transamerica is not insured or guaranteed by the FDIC or any other government agency. Although this type of investment seeks to preserve the value of principal, it is possible to lose money by investing in this type of investment. These types of investments generally have provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk.]

[Stable value-type investments may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to [30-365] days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.]

Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!

Selection Step [2]:	[[Hybrid – Asset Allocation Series] – [Only [one] grouping of these Investment Choices may be selected to include under the Contract.]]
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[Selection Step [2a]]	[[Hybrid – Strategic Allocation Series] – [Transamerica Asset Allocation Portfolios]: If selected, all Investment Choices in this grouping must be included under the Contract.]
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[Selection Step [2b]]:	[[Hybrid – Strategic Allocation Series] – [Diversified Investors Asset Allocation Horizon Funds]: If selected, all Investment Choices in this grouping must be included under the Contract.]
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[Each Asset Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.]

[Transamerica makes [**two group(s)**] of Asset Allocation Investment Choices available: [insert names]. The Contractholder may select **only one** of these Asset Allocation series, but must include all of the portfolios within the selected series.]

[Although each Asset Allocation Investment Choice is intended to be appropriate for a specific risk/reward profile, there is no guarantee that any Asset Allocation Investment Choice will achieve its stated investment objectives.]

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APPLICATION FOR GROUP FUNDING AGREEMENT

[Selection Step [3]]:	[[Hybrid – Target Maturity Series –] [Only [one] [grouping of this type of] Investment Choice [of this type] may be selected to include under the Contract.]]
[Selection Step 3a]:	[[Hybrid – Target Maturity Series Investment Choices]: If selected, all Investment Choices in this grouping must be included under the Contract.]
<p>[Within the Target Maturity Series, each portfolio bases its investment strategy on a targeted retirement age. With the Target Maturity Series, the underlying investments generally become more conservative as the designated retirement age approaches. Each Investment Choice within a Target Maturity Series is intended to be appropriate for a particular age range for a participant. [Transamerica makes [two groups] of Target Maturity Series Investment Choices available: [sample series name] and [sample series name]]. [The Contract holder may select only one group of these [Target Maturity Series].] All of the portfolios within the selected series must be included.]</p> <p align="center">[Although each Target Maturity Series Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives.]</p>	
[Selection Step [4]]:	[Default/Qualified Default Investment Alternative (QDIA) Investment Choice: Only one Investment Choice of this type may be selected to include under the Contract.]
<p>[Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]</p> <p>[ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in this Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.</p> <p>See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]</p>	
[Selection Step [5]]	[Number of Investment Choices: At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
<p>[After completing Steps 1 [through [4] above,] [A][a]ny number of other Investment Choices may be selected, up to any specified limit. Due to recordkeeping constraints, we may limit the number of Investment Choices that can be maintained under the Contract at any given time. Some Investment Choices may have transfer restrictions and/or redemption fees, or a waiting period for withdrawals.]</p> <p align="center">Contact your Transamerica representative for additional information.</p> <p align="center">Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!</p>	
<p>Investment Choices have been assigned to various asset classes based solely on Transamerica’s assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for plan participants.</p>	

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APPLICATION FOR GROUP FUNDING AGREEMENT

Section VI. Contract Signatures

Individuals executing this Application for Group Funding Agreement represent, acknowledge, understand, and accept that:

1. This is an Application for Group Funding Agreement, which facilitates the issuance of a Contract. The Contract is issued to the Contractholder by Transamerica. The Contractholder is the employer/plan sponsor, plan trustee or other entity that makes application for the Contract.
2. The signatories of this Application are authorized by the named Plan fiduciary to:
 - a. Execute this Application;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application; and
 - c. Make fiduciary decisions on behalf of the Plan.
3. The Contract allows for the investment in separate account Investment Choices, and a general account Investment Choice, and accumulates assets for the purpose of providing retirement benefits to participants.
4. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative of the Contractholder and, such revocation is not effective until it is received by Transamerica at its Administrative Office. Investment Choice selections are subject to terms contained in this Application. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.
5. It is important that the total estimated first-year deposits shown in Section I of this Application are accurate. These amounts may be used in the calculation of the contract asset charges for the first deposit year of the Contract and may be adjusted if actual deposits net of transfers to other plan investments outside of the Contract are materially less than the estimates given. Refer to the Contract for specific details on how charges are calculated in the first and in subsequent years.
6. The following information has been disclosed to the Contractholder prior to the execution of this Application:
 - a. Charges and fees applicable to the Contract[, including charges associated with the Plan Expense Payment Processing Service, if applicable];
 - b. Hold or waiting period(s) and/or trading restrictions on investment choices made available under the Contract;
 - c. The commission disclosure information pursuant to Prohibited Transaction Class Exemption 77-9 and 84-24 and other laws and regulations;
7. Transamerica may provide other ministerial services, pursuant to a separate written agreement. The application of the terms of the Contract shall not be impacted by Transamerica's performance under any other agreement.
8. The signatories of this Application hereby approve the issuance of the Contract on behalf of the Plan;

FRAUD NOTICE: (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.] (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.] (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.] (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.] (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.]

TRANSAMERICA LIFE INSURANCE COMPANY

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APPLICATION FOR GROUP FUNDING AGREEMENT

Signed at: <u>Anywhere</u> <u>Any State</u> Date: <u>Current Date</u> <small>(City) (State)</small> <u>(1)Sample Signature Name</u> <small>Printed or typed Name</small> <u>Sample Signature</u> <small>Signature</small>	(2) <u>Sample Signature Name2</u> <small>Printed or typed Name</small> <u>Sample Signature 2</u> <small>Signature</small>
Title: <input type="checkbox"/> Plan Sponsor <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If No, complete Section VII below)</i>	Title: <input type="checkbox"/> Plan Sponsor <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>(If No, complete Section VII below)</i>

Section VII. Withdrawal Authorization

Individuals listed below are hereby authorized by the named Plan fiduciary to request participant withdrawals or payments of Plan benefits under the Contract. This authorization will remain in effect until revoked in writing by the Contractholder and Transamerica receives such written revocation at its Administrative Office.

<u>(1)Sample Withdrawal Authorization Name</u> <small>Printed or typed Name</small> <u>Sample Withdrawal Authorization Signature</u> <small>Signature</small>	<u>(2)</u> <small>Printed or typed Name</small> <small>Signature</small>
Title: <u>Sample Withdrawal Authorization Title</u>	Title: _____

[Section VIII. Agent Information

Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<u>Sample Agent Name</u> <small>Agent Printed or typed Name</small>	<u>Sample Agent Signature</u> <small>Agent Signature</small>
For Florida contracts, list the agent's Florida License Identification Number:	ID#: 123123
	Date: <u>Current Date</u>

]

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION TO CHANGE INVESTMENT CHOICES

Plan Sponsor Name:		Proposal #/Contract # <i>(as applicable)</i>	
Plan Name			

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION TO CHANGE INVESTMENT CHOICES

FRAUD NOTICE: (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.] (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.] (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.] (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.] (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.]

Investment Choice Selection

This is an Application to Change Investment Choices (Application), which facilitates the selection and removal of Investment Choices under the Group Funding Agreement (Contract). The Contract is issued to the employer/plan sponsor, plan trustee or other entity that made application for the Contract (Contractholder), for the purpose of accumulation of assets for payment of Plan benefits for participants. The Contract is underwritten by Transamerica Life Insurance Company (Transamerica).

The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder. Adding and removing Investment Choices is subject to the terms set forth in this Application to Change Investment Choices on the date this Application is signed by the Contractholder. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica’s Application to Change Investment Choices on the date such application is signed.**

Selection Step [1]:

[Cash Equivalent* Investment Choices: Only one Investment Choice of this type may be selected to include under the Contract.]

[*This type of investment seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice offered by Transamerica is not insured or guaranteed by the FDIC or any other government agency. Although this type of investment seeks to preserve the value of principal, it is possible to lose money by investing in this type of investment. These types of investments generally have provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk.]

[Stable value-type investments may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to [30-365] days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.]

Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!

TRANSAMERICA LIFE INSURANCE COMPANY
Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION TO CHANGE INVESTMENT CHOICES

Selection Step [2]:	[[Hybrid – Asset Allocation Series] – [Only [one] grouping of these Investment Choices may be selected to include under the Contract.]]
[Selection Step [2a]]	[[Hybrid – Strategic Allocation Series] – [Transamerica Asset Allocation Portfolios]: If selected, all Investment Choices in this grouping must be included under the Contract.]
[Selection Step [2b]]:	[[Hybrid – Strategic Allocation Series] – [Diversified Investors Asset Allocation Horizon Funds]: If selected, all Investment Choices in this grouping must be included under the Contract.]
<p>[Each Asset Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.]</p> <p>[Transamerica makes [two group(s)] of Asset Allocation Investment Choices available: [insert names]. The Contractholder may select only one of these Asset Allocation series, but must include all of the portfolios within the selected series.]</p> <p style="text-align: center;">[Although each Asset Allocation Investment Choice is intended to be appropriate for a specific risk/reward profile, there is no guarantee that any Asset Allocation Investment Choice will achieve its stated investment objectives.]</p>	
[Selection Step [3]]:	[[Hybrid – Target Maturity Series]: [Only [one] [grouping of this type of] Investment Choice [of this type] may be selected to include under the Contract.]]
[Selection Step 3a]:	[[Hybrid – Target Maturity Series Investment Choices]: If selected, all Investment Choices in this grouping must be included under the Contract.]
<p>[Within the Target Maturity Series, each portfolio bases its investment strategy on a targeted retirement age. With the Target Maturity Series, the underlying investments generally become more conservative as the designated retirement age approaches. Each Investment Choice within a Target Maturity Series is intended to be appropriate for a particular age range for a participant. [Transamerica makes [two groups] of Target Maturity Series Investment Choices available: [sample series name] and [sample series name]]. [The Contract holder may select only one group of these [Target Maturity Series].] All of the portfolios within the selected series must be included.]</p> <p style="text-align: center;">[Although each Target Maturity Series Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives.]</p>	
[Selection Step [4]]:	[Default/Qualified Default Investment Alternative (QDIA) Investment Choice: Only one Investment Choice of this type may be selected to include under the Contract.]
<p>[Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]</p> <p>[ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in this Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.</p> <p>See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]</p>	

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APPLICATION TO CHANGE INVESTMENT CHOICES

[Selection Step [5]]	[Number of Investment Choices: At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
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[After completing Steps 1 [through [4] above,] [A][a]ny number of other Investment Choices may be selected, up to any specified limit. Due to recordkeeping constraints, we may limit the number of Investment Choices that can be maintained under the Contract at any given time. Some Investment Choices may have transfer restrictions and/or redemption fees, or a waiting period for withdrawals.]

Contact your Transamerica representative for additional information.
Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!

Investment Choices have been assigned to various asset classes based solely on Transamerica's assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for plan participants.

NOTE: The value of each Separate Account equals the sum of the value of all its Separate Account Unit Classes. The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests.

As a result of these market changes, the value of each Separate Account will be subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.

Place an "x" next to the Investment Choices to be added and if applicable place an "x" next to the investment choices to be deleted. Indicate where assets in the deleted Investment Choices should be transferred by including the Choice # of the Investment Choice that will receive the assets.

Choice #	Transamerica Investment Choices	Direction
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Cash Equivalents

[108	ABC investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
1180	XYZ Investment Choice	<input type="checkbox"/> Add

Bond

Short Term

635	ABC investment Choice	<input type="checkbox"/> Add
1504	XYZ Investment Choice	<input type="checkbox"/> Add

Intermediate Term

158	ABC investment Choice	<input type="checkbox"/> Add
435	XYZ Investment Choice	<input type="checkbox"/> Add

Long Term

100	ABC investment Choice	<input type="checkbox"/> Add
150	XYZ Investment Choice	<input type="checkbox"/> Add

High Yield Bond

434	ABC investment Choice	<input type="checkbox"/> Add
1431	XYZ Investment Choice	<input type="checkbox"/> Add

International/Global Bond

1229	ABC investment Choice	<input type="checkbox"/> Add
	XYZ Investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____

Hybrid

Balanced

119	ABC investment Choice	<input type="checkbox"/> Add
1439	XYZ Investment Choice	<input type="checkbox"/> Add

Asset Allocation

1123	ABC investment Choice	<input type="checkbox"/> Add
1124	XYZ Investment Choice	<input type="checkbox"/> Add

TRANSAMERICA LIFE INSURANCE COMPANY
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APPLICATION TO CHANGE INVESTMENT CHOICES

TMF		
845	ABC investment Choice	<input type="checkbox"/> Add
846	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Value Equity		
Large Cap		
141	ABC investment Choice	<input type="checkbox"/> Add
428	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
427	ABC investment Choice	<input type="checkbox"/> Add
1214	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Blend Equity		
Large Cap		
139	ABC investment Choice	<input type="checkbox"/> Add
168	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
820	ABC investment Choice	<input type="checkbox"/> Add
1453	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Growth Equity		
Large Cap		
101	ABC investment Choice	<input type="checkbox"/> Add
137	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
147	ABC investment Choice	<input type="checkbox"/> Add
167	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
147	ABC investment Choice	<input type="checkbox"/> Add
167	XYZ Investment Choice	<input type="checkbox"/> Add
Small Company Equity		
Value		
535	ABC investment Choice	<input type="checkbox"/> Add
844	XYZ Investment Choice	<input type="checkbox"/> Add
Blend		
140	ABC investment Choice	<input type="checkbox"/> Add
817	XYZ Investment Choice	<input type="checkbox"/> Add
Growth		
151	ABC investment Choice	<input type="checkbox"/> Add
1216	XYZ Investment Choice	<input type="checkbox"/> Add
Global Equity		
149	ABC investment Choice	<input type="checkbox"/> Add
216	XYZ Investment Choice	<input type="checkbox"/> Add
International Equity		
143	ABC investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
195	XYZ Investment Choice	<input type="checkbox"/> Add
Specialty		
1215	ABC investment Choice	<input type="checkbox"/> Add
1234	XYZ Investment Choice	<input type="checkbox"/> Add]

TRANSAMERICA LIFE INSURANCE COMPANY
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APPLICATION TO CHANGE INVESTMENT CHOICES

[Change of the Default Investment Choice: From the list of Investment Choices above, indicate a Default Investment Choice to hold monies that cannot be allocated: _____
Indicate ["Target Maturity Series"] or name a single investment choice in any other category.]

[Is it intended for the Plan's Default Investment Choice to be a QDIA as described in the attached QDIA Fact Sheet? Yes No

(QDIA's are not applicable to defined benefit plans or to employer-directed plans or accounts.)

[Plan Forfeitures: Plan forfeitures will automatically be held in the Default Investment Choice selected unless otherwise indicated here. Hold Plan forfeitures in the Cash Equivalent Investment Choice selected.]

[Forfeitures cannot be held in the Target Maturity Series. If the Default Investment Choice selected is the Target Maturity Series, then forfeitures will be held in the Cash Equivalent Investment Choice.]

As fiduciary, I hereby request to change the Investment Choices under the Contract issued to the Plan named in this Application. I understand that this request will be retained as evidence of the change and will become a part of the Contract.

Authorization: <i>Named Plan Fiduciary Designee (print)</i>	<i>Named Plan Fiduciary or Designee (Signature)</i>	<i>Date</i>
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Transamerica Life Insurance Company

A Stock Company

Home Office: Cedar Rapids, IA

Administrative Office: 1150 South Olive Street,

Los Angeles, CA 90015

Amendment to Contract

Amendment Effective Date: _____

Contract Number: <insert contract number> **Plan Name:** <insert Plan Name>

The Contract is hereby amended as follows:

[The Group Funding Agreement **Effective Date** is change to: <insert new date>]

[In the Declaration Schedule, the name of the **Contractholder** is changed to: <insert new name>]

[In the Declaration Schedule the **Plan Name** is changed to: <insert new name>]

[In Section 1 of the Application for Group Funding Agreement, the amount shown for the **estimated first year deposits** in the form of Plan contributions is changed to: <insert new value provided by the proposed Contractholder>]

[In Section 1 of the Application for Group Funding Agreement, the **estimated takeover amount** to be received from an existing plan is changed to: <insert new value provided by the proposed Contractholder>]

[In Section 2 of the Application for Group Funding Agreement, the **expected number of participants** is changed to: <insert new value provided by the proposed Contractholder>]

[In Section 2 of the Application for Group Funding Agreement, the **estimated first-year average Participant balance** is changed to: <insert new value provided by the proposed Contractholder>]

[In Section 4 of the Application for Group Funding Agreement, the **estimated amount of penalty imposed by the existing plan investment or insurance** is changed to: <insert new value provided by the proposed Contractholder>]

[The following **Investment Choice(s)** is/are hereby selected to be established under the Contract: <insert names of added investment choices>]

[The following **Investment Choice(s)** is/are hereby deleted from the Contract: <insert names of deleted investment choices>]

[The **Contract Asset Charges** shown in the Contract are hereby deleted and replaced with the following and are calculated and applied as shown: <insert new Contract Asset Charges subject to the ranges shown in the contract>]

[The following **Discontinuance Charges** apply to any Partial or Total Discontinuance of the Contract: <insert applicable charge table, subject to the ranges shown in the contract>]

[In the **Investment Choice Schedule**, the Investment Management Charge(s) is/are hereby changed for the Investment Choices under the Contract as follows: <insert Investment Choice name(s) and new charge>]

[In the Investment Choice Schedule, the **Fixed Administrative Charge(s)** is/are hereby changed for the Investment Choices under the Contract as follows: <insert Investment Choice name(s) and new charge>]

[In the Investment Choice Schedule, the **Banded Administrative Charge(s)** is/are hereby changed for the Investment Choices under the Contract as follows: <insert Investment Choice name(s) and new charge and ranges, subject to the ranges shown in the contract>]

[In Section 1 - Definitions, under the definition of **General Account Investment Choice**, the notice period for when the company deems the investment choice unavailable is hereby changed to: [30-180 days]]

[In Section 2 – Suspense Account, under **Allocations from Suspense Account**, the time period for allocation of monies from the Suspense Account is hereby changed to: [1 – 5 business days]]

[In Section 3 – Contract Asset Charges, under **Change in Charges**, the time period for advance written notice of any change in charges under the Contract is hereby changed to: [10 – 30 days]]

[In Section 4 – Separate Account Investment Choices and Related Charges, under **Investment Management Charge**, the time period for written notice to the Contractholder which notifies of changes in Investment Management Charges is hereby changed to: [10 – 30 days]]

[In Section 4 – Separate Account Investment Choices and Related Charges, under **Fixed Administrative Charge**, the time period for written notice to the Contractholder which notifies of changes in the Fixed Administrative Charge is hereby changed to: [10 – 30 days]]

[In Section 4 – Separate Account Investment Choices and Related Charges, under **Banded Administrative Charge**, the time period for written notice to the Contractholder which notifies of changes in the Banded Administrative Charges is hereby changed to: [10 – 30 days]]

[In Section 5 – General Account Investment Choice, under **Crediting Interest to the GAIC**, the time period for which the Company may declare interest is hereby changed to: [Monthly] [Quarterly] [Annually]]

[In Section 5 – General Account Investment Choice, under **Limitation on Transfers from the GAIC**, the time period in which the Company can hold a participant-direct request to Transfer requested monies to a competing investment is hereby changed to: [10 – 270 days]]

[In Section 5 – General Account Investment Choice, under **Administrative Charge**, the time period the Company reserves the right to change the charges is hereby changed to: [10 – 30 days]]

[In Section 6 – Adding and Removing Investment Choices, under **Company-Initiated Removal of Investment Choices**, the time period for notifying the Contractholder of the deletion of an Investment Choice is hereby changed to: [1 – 6 months]]

[In Section 7 – Withdrawals and Payment of Plan Benefits, under **Requirements for Benefit Withdrawals**, the time period for notice of impending audit of Contractholder records is hereby changed to: [5 – 15 days]]

[In Section 7 – Withdrawals and Payment of Plan Benefits, under **Expense Withdrawals**, the annual benefit charge for the Non-Guaranteed Payment Option is hereby changed to: [\$0 – \$125]]

[In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers** the time period for measuring the prior withdrawal/Transfer is hereby changed to: [0 – 30 days]]

[In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers**, the criteria amount for the delay of withdrawal or Transfer is hereby changed to: [\$5,000,000 – 20,000,000]]

[In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers** the time period for delay of withdrawal/Transfer is hereby changed to: [30 – 90 days]]

[In Section 8 - Discontinuance and Termination, under **Our Right to Effect Discontinuance**, the minimum amount required for the Contract Value is hereby changed to: [\$5,000 – \$20,000]]

[In Section 8 - Discontinuance and Termination, under **Effect of Discontinuance**, the time period required for the Contractholder to make a payment election upon discontinuance is hereby changed to: [10 – 30 days]]

[In Section 9 – General Provisions, under **Amendment to the Contract**, the time period given for written notice of Contract amendment is hereby changed to: [10 – 30 days]]

[In Section 9 – General Provisions, under **Plan Records**, the time frame for the requirement for the Contractholder to provide us with Plan records is hereby changed to:[10 – 30 days]]

This Amendment is part of the Contract as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein. Signed by Transamerica Life Insurance Company on the Amendment Effective Date:

Brenda Clancy, President

Craig D. Vermie, Secretary

Accepted and attached to the contract at:

City/State

Date

CONTRACTHOLDER: As shown in the Contract to which this Amendment is attached.

By: _____ By: _____
Title: _____ Title: _____

SERFF Tracking Number: AEGN-126404541 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 44305
Company Tracking Number: GFA-CNT-07
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: GFA-CNT-07
Project Name/Number: GFA-CNT-07/GFA-CNT-07

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

Attachments:

Cert of Comp Reg 19 GFA-CNT-07 AK.pdf
Other Cert GFA-CNT-07 AR.pdf
ReadabilityCert GFA-CNT-07 AR.pdf

Item Status: **Status**
Date:

Satisfied - Item: Application

Comments:

The attached application is included on the form schedule for review and approval. It is not a previously approved form.

Attachment:

GFA-APP-07.pdf

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attachment:

GFA-SOV-07.pdf

Certificate of Compliance with Arkansas Rule and Regulation 19

Insurer: Transamerica Life Insurance Company

Form Number(s): GFA-CNT-07, GFA-APP-07, GFA-CAPP-07, and GFA-AMEND-07

I hereby certify that the filing above meets all applicable Arkansas requirements including the requirements of Rule and Regulation 19.



Signature of Company Officer

Beverly Sanchez

Name

Associate Vice President

Title

December 8, 2009

Date

ARKANSAS CERTIFICATION

Transamerica Life Insurance Company hereby
INSURER

certifies. that this filing complies with the Arkansas requirements under
Rule and Regulation 49, and the requirements under ACA 23-79-138 and
Bulletin 11-88.



Signature

Associate Vice President

Type name and title. (Must be an Officer.)

December 8, 2009

Date

Policy Form Number:

GFA-CNT-07

#GFA-APP-07

#GFA-CAPP-07

#GFA-AMEND-07

**ARKANSAS
CERTIFICATION
OF
READABILITY**

Transamerica Life Insurance Company hereby
INSURER

certifies that this filing complies with the Arkansas readability requirements
via the exemption under 23-80-204 (b)(3).

Beverly Sanchez

Signature

Associate Vice President

Type name and title. (Must be an Officer.)

December 8, 2009

Date

Policy Form Number:

GFA-CNT-07

#GFA-APP-07

#GFA-CAPP-07

#GFA-AMEND-07

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
 Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Administrative Use Only:	Principal Office Location (Issue State of Contract) _____	[product name/ID#]	Quote/Contract # as applicable:
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This is an Application for Group Funding Agreement (Application), which facilitates the issuance of a Group Funding Agreement (Contract). The Contract is issued to the employer/plan sponsor, plan trustee or other entity that makes application for the Contract (Contractholder). The Contract provides for the investment in separate accounts and investment in a general account (Investment Choices), for the purpose of accumulation of assets for payment of Plan benefits for participants. The contract is underwritten by Transamerica Life Insurance Company (Transamerica).

The value of each Separate Account offered is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which each Separate Account invests. As a result of these market changes, the value of each Separate Account is subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.

Plan Sponsor Name: _____

Plan Name: _____

Section I. Asset Information

1.	Estimated first-year annual deposits in the form of Plan contributions: <i>(Do not include any amounts that will later transfer out of the contract to outside plan investments)</i>	\$ 100,000.00
2.	Estimated takeover amount to be received from an existing plan: <i>(see Section IV)</i>	\$ 500,000.00
3.	Total estimated first-year deposits (line 1 plus line 2): <i>(NOTE: These estimates may be used in the calculation of the contract's charges in the first deposit year)</i>	\$ 600,000.00
4.	Anticipated rollover assets from individual Participants <i>(NOTE: These amounts are not used in the calculation of Contract's charges)</i>	\$ -0-

Section II. Participant Information *(Not applicable to defined benefit plans)*

1.	What is the expected number of Participants?	45
2.	What is the estimated first-year average Participant balance?	\$ 10,000.00

Section III. Group Funding Agreement Effective Date

Group Funding Agreement Effective Date: When approved for issuance by Transamerica, for takeover plans, the Contract is effective on the date this Application is received in "good order" at Transamerica's administrative office in Los Angeles, California. Good order is defined in the application and agreement for services. For start-up plans, the Contract is effective on the later of the date this Application is received in "good order" or the Plan effective date.

[On the Group Funding Agreement Effective Date, the Plan Expense Payment Processing Service is included in the Contract if the plan qualifies for the service and the service is approved by us. This service facilitates the payment of Plan expenses from plan assets. [Check here to decline this service:]]

Section IV. Asset Bridge*/Replacement

1.	Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
2.	Does the existing investment or insurance impose a penalty for termination? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
3.	If yes, indicate the estimated amount of penalty imposed by the existing plan investment or insurance?	*\$ N/A
4.	Is the Asset Bridge provision requested at this time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

*The Asset Bridge provision provides for a credit that reduces discontinuance or surrender charges of a prior provider. The amount indicated is an estimate, however, when the contract is issued, **the actual penalty amount** from the prior carrier will be used to determine the credit given. **NOTICE:** When a make-up amount (or credit) under the Asset Bridge provision is given, **the contract's charges are increased, and a charge for discontinuance applies for a limited time period.** This increase in charges and charge for discontinuance would not apply if the Asset Bridge provision is not elected. Consideration should be given to these increased charges to be sure the financial needs and goals of the Plan are met.

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Section V. Investment Choice Selection

The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder. The selection of Investment Choices is subject to the terms set forth in this Section V on the date this Application is signed by the Contractholder. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica’s Application to Change Investment Choices on the date such application is signed.**

The following steps should be taken in the process of selecting Investment Choices to include in the plan.

Selection Step [1]:	[Cash Equivalent* Investment Choices: Only one Investment Choice of this type may be selected to include under the Contract.]
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[*This type of investment seeks to protect against loss of principal while providing returns comparable to money market funds and short term Treasury instruments. An investment in a cash equivalent Investment Choice offered by Transamerica is not insured or guaranteed by the FDIC or any other government agency. Although this type of investment seeks to preserve the value of principal, it is possible to lose money by investing in this type of investment. These types of investments generally have provided a dependable level of stability and liquidity; nevertheless, the investment is still subject to credit risk and to liquidity risk.]

[Stable value-type investments may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to [30-365] days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.]

Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!

Selection Step [2]:	[[Hybrid – Asset Allocation Series] – [Only [one] grouping of these Investment Choices may be selected to include under the Contract.]]
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[Selection Step [2a]]	[[Hybrid – Strategic Allocation Series] – [Transamerica Asset Allocation Portfolios]: If selected, all Investment Choices in this grouping must be included under the Contract.]
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[Selection Step [2b]]:	[[Hybrid – Strategic Allocation Series] – [Diversified Investors Asset Allocation Horizon Funds]: If selected, all Investment Choices in this grouping must be included under the Contract.]
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[Each Asset Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.]

[Transamerica makes [**two group(s)**] of Asset Allocation Investment Choices available: [insert names]. The Contractholder may select **only one** of these Asset Allocation series, but must include all of the portfolios within the selected series.]

[Although each Asset Allocation Investment Choice is intended to be appropriate for a specific risk/reward profile, there is no guarantee that any Asset Allocation Investment Choice will achieve its stated investment objectives.]

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

[Selection Step [3]]:	[[Hybrid – Target Maturity Series –] [Only [one] [grouping of this type of] Investment Choice [of this type] may be selected to include under the Contract.]]
[Selection Step 3a]:	[[Hybrid – Target Maturity Series Investment Choices]: If selected, all Investment Choices in this grouping must be included under the Contract.]
<p>[Within the Target Maturity Series, each portfolio bases its investment strategy on a targeted retirement age. With the Target Maturity Series, the underlying investments generally become more conservative as the designated retirement age approaches. Each Investment Choice within a Target Maturity Series is intended to be appropriate for a particular age range for a participant. [Transamerica makes [two groups] of Target Maturity Series Investment Choices available: [sample series name] and [sample series name]]. [The Contract holder may select only one group of these [Target Maturity Series].] All of the portfolios within the selected series must be included.]</p> <p>[Although each Target Maturity Series Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives.]</p>	
[Selection Step [4]]:	[Default/Qualified Default Investment Alternative (QDIA) Investment Choice: Only one Investment Choice of this type may be selected to include under the Contract.]
<p>[Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]</p> <p>[ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in this Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.</p> <p>See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]</p>	
[Selection Step [5]]	[Number of Investment Choices: At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
<p>[After completing Steps 1 [through [4] above,] [A][a]ny number of other Investment Choices may be selected, up to any specified limit. Due to recordkeeping constraints, we may limit the number of Investment Choices that can be maintained under the Contract at any given time. Some Investment Choices may have transfer restrictions and/or redemption fees, or a waiting period for withdrawals.]</p> <p>Contact your Transamerica representative for additional information.</p> <p>Read the applicable Investment Fact Sheets and underlying fund prospectuses carefully!</p>	
<p>Investment Choices have been assigned to various asset classes based solely on Transamerica’s assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for plan participants.</p>	

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Section VI. Contract Signatures

Individuals executing this Application for Group Funding Agreement represent, acknowledge, understand, and accept that:

1. This is an Application for Group Funding Agreement, which facilitates the issuance of a Contract. The Contract is issued to the Contractholder by Transamerica. The Contractholder is the employer/plan sponsor, plan trustee or other entity that makes application for the Contract.
2. The signatories of this Application are authorized by the named Plan fiduciary to:
 - a. Execute this Application;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application; and
 - c. Make fiduciary decisions on behalf of the Plan.
3. The Contract allows for the investment in separate account Investment Choices, and a general account Investment Choice, and accumulates assets for the purpose of providing retirement benefits to participants.
4. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative of the Contractholder and, such revocation is not effective until it is received by Transamerica at its Administrative Office. Investment Choice selections are subject to terms contained in this Application. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.
5. It is important that the total estimated first-year deposits shown in Section I of this Application are accurate. These amounts may be used in the calculation of the contract asset charges for the first deposit year of the Contract and may be adjusted if actual deposits net of transfers to other plan investments outside of the Contract are materially less than the estimates given. Refer to the Contract for specific details on how charges are calculated in the first and in subsequent years.
6. The following information has been disclosed to the Contractholder prior to the execution of this Application:
 - a. Charges and fees applicable to the Contract[, including charges associated with the Plan Expense Payment Processing Service, if applicable];
 - b. Hold or waiting period(s) and/or trading restrictions on investment choices made available under the Contract;
 - c. The commission disclosure information pursuant to Prohibited Transaction Class Exemption 77-9 and 84-24 and other laws and regulations;
7. Transamerica may provide other ministerial services, pursuant to a separate written agreement. The application of the terms of the Contract shall not be impacted by Transamerica's performance under any other agreement.
8. The signatories of this Application hereby approve the issuance of the Contract on behalf of the Plan;

FRAUD NOTICE: (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.] (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.] (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.] (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.] (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.]

TRANSAMERICA LIFE INSURANCE COMPANY

Home Office: 4333 Edgewood Road NE, Cedar Rapids, IA 52499
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

APPLICATION FOR GROUP FUNDING AGREEMENT

Signed at: <u>Anywhere</u> <u>Any State</u> <small>(City) (State)</small>	Date: <u>Current Date</u>
<u>(1)Sample Signature Name</u> <small>Printed or typed Name</small>	<u>(2)Sample Signature Name2</u> <small>Printed or typed Name</small>
<u>Sample Signature</u> <small>Signature</small>	<u>Sample Signature 2</u> <small>Signature</small>
Title: <input type="checkbox"/> Plan Sponsor <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary	Title: <input type="checkbox"/> Plan Sponsor <input checked="" type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary
Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(If No, complete Section VII below)</small>	Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <small>(If No, complete Section VII below)</small>

Section VII. Withdrawal Authorization

Individuals listed below are hereby authorized by the named Plan fiduciary to request participant withdrawals or payments of Plan benefits under the Contract. This authorization will remain in effect until revoked in writing by the Contractholder and Transamerica receives such written revocation at its Administrative Office.

(1) <u>Sample Withdrawal Authorization Name</u> <small>Printed or typed Name</small>	(2) _____ <small>Printed or typed Name</small>
<u>Sample Withdrawal Authorization Signature</u> <small>Signature</small>	_____ <small>Signature</small>
Title: <u>Sample Withdrawal Authorization Title</u>	Title: _____

[Section VIII. Agent Information

Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
<u>Sample Agent Name</u> <small>Agent Printed or typed Name</small>	<u>Sample Agent Signature</u> <small>Agent Signature</small>
For Florida contracts, list the agent's Florida License Identification Number: _____	ID#: 123123 Date: <u>Current Date</u>

]

Transamerica Life Insurance Company

(A Stock Company)

Home Office: 4333 Edgewood Road NE

Cedar Rapids, IA 52499

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

(NAIC # 86231-468) (FEIN# 39-0989781)

Statement of Variability Effective 10-01-09

Transamerica files the information below which represents the variability of the forms listed.

Forms:

GFA-CNT-07	Group Funding Agreement, with Schedule Pages
GFA-APP-07	Application for Group Funding Agreement
GFA-CAPP-07	Application to Change Investment Choices
GFA-AMEND-07	Amendment to Contract

Every possible variation is listed. The statements are variable to the extent they will appear OR not appear. In some instances, additional information is added, but only language that is previously approved will be used. The ranges for any additional values are included in this filing.

GFC-CNT-07 Group Funding Agreement, with Schedule Pages

Page 1 – Cover

The Contract Number and the Group Funding Agreement Effective Date will appear on page 1 and will vary on a case by case basis.

Page 2 – Table of Schedules, Provisions, and Endorsements

The pagination will vary beginning with 3a and ending with 3 and the sequential alpha subscript, depending on the amount of material in the schedule pages.

Declaration Schedule

When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder. The Contract number and the effective date of the schedule will appear on the top of the schedule and will vary on a case by case basis.

The following information will vary on a case by case basis and will be electronically populated:

- Plan Name
- Type of Plan
- Contractholder
- Group Funding Agreement Effective Date
- First Contract Anniversary
- Jurisdiction
- General Account Investment Choice (GAIC) Indicator (yes or no)
- As of date for General Account Investment Choice interest rate
- General Account Investment Choice interest rate
- The frequency of determining the interest rate (monthly/quarterly/annual)
- Expected Takeover Amount: This amount varies on a case by case basis
- Make-Up Amount: This amount varies in accordance with the benefit given for recovery. Expected Range: up to the amount charged by the prior carrier.

Contract Asset Charges Schedule

When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder. The Contract number and the effective date of the schedule will appear on the top of the schedule and will vary on a case by case basis.

VARIABLE TEXT CAC-1: THE FOLLOWING PARAGRAPH WILL BE SHOWN IN ALL CONTRACTS WHERE THE CHARGES ARE CALCULATED AND ASSESSED MONTHLY. ADDITIONALLY, THE DAY CALCULATED WILL VARY BASED ON A POSSIBLE CHANGE TO COMPANY ADMINISTRATIVE PROCESSES. CURRENTLY, THE DEFAULT DAY OF THE MONTH IS THE 15TH. THE COMPANY MAY SHOW MONTHLY OR ANNUAL CHARGES OR BOTH AND THE APPROPRIATE DESCRIPTION WILL BE SHOWN.

A Contract Asset Charge (CAC) will be calculated on the 1st – 31st of each month and will be assessed on the next Business Day on a pro-rata basis to Investment Choices as shown in the Investment Choice Schedule. 1/12th of the annual CAC percentages shown in this Contact Asset Charges Schedule will be applied each month. (or) The CAC percentages shown in this Contact Asset Charges Schedule will be applied each month. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial months, a partial month is considered a full month.

VARIABLE TEXT CAC-2: THE FOLLOWING PARAGRAPH WILL BE SHOWN IN ALL CONTRACTS WHERE THE CHARGES ARE CALCULATED AND ASSESSED QUARTERLY/ANNUALLY. THE PERIOD CALCULATED WILL VARY BASED ON A POSSIBLE CHANGE TO COMPANY ADMINISTRATIVE PROCESSES. THE COMPANY MAY SHOW QUARTERLY OR ANNUAL CHARGES OR BOTH AND THE APPROPRIATE DESCRIPTION WILL BE SHOWN.

A Contract Asset Charge (CAC) will be calculated on the last day of each quarter / year and will be assessed on the next Business Day on a pro-rata basis to Investment Choices as shown in the Investment Choice Schedule. 1/4th of the (or) The annual CAC percentages shown in this Contact Asset Charges Schedule will be applied each quarter / year. The CAC is only applied on Contract assets that are held under the Contract on the date the CAC is calculated. For the purpose of calculating the CAC for partial quarters / years, the CAC calculation will be based on the number of months the Contract was in force since the date of the first Deposit for new contracts or since the last CAC was assessed. A partial month is considered a full month. For each month in a partial quarter / year that the contract was in force, 1/12th of the annual Contract Asset Charge is assessed.

VARIABLE TEXT CAC-3: THE FOLLOWING PARAGRAPH WILL ONLY BE SHOWN FOR MULTIPLE EMPLOYER PLANS WHERE ONLY THE CONTRACT VALUE OF EACH INDIVIDUAL PARTICIPATING EMPLOYER IS CONSIDERED.

Using the percentages in the table below, the CAC is based on the actual assets of each individual participating employer and not on the assets of the entire Contract.

VARIABLE TEXT CAC-4: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN THE FIRST YEAR CHARGES ARE BASED ON ESTIMATES AND CREDIT IS NOT GIVEN FOR ANY SURRENDER CHARGES OF THE PRIOR CARRIER.

Using the percentages in the table below, for the first Deposit Year, the CAC is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the Contract Value exceeds the total estimated deposits shown in the application for Contract, the CAC will adjust accordingly.

VARIABLE TEXT CAC-5: THE FOLLOWING PARAGRAPHS WILL NOT SHOW IN ALL PRODUCTS, BASED ON THE DEMOGRAPHICS OF EACH CASE. IT WILL ONLY SHOW WHEN NO CREDIT IS GIVEN FOR THE SURRENDER CHARGES OF THE PRIOR PROVIDER

At the end of the first Deposit Year, a Contract Asset Charge adjustment is made if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other Plan investment maintained outside of the Contract, are less than 50% – 90% of the total estimated Deposits shown in the application for Contract. This adjustment is determined in accordance with the following and will be deducted from all Investment Choices established under the Contract.

A x (B – C) Where:

A = The sum of Deposits, received for this Contract in the first twelve months after the first Deposit, reduced by the sum of any amounts transferred from the Contract to any other Plan investments maintained outside of the Contract.

B = The annual Contract Asset Charge that would apply if the sum of the Deposits received in the first twelve months after the first Deposit reduced by the sum of any amounts transferred from the Contract to any other Plan investments maintained outside of the Contract is substituted for the Contract Value.

C = The annual Contract Asset Charge that would apply based on the total estimated first-year Deposits shown in the Application for Group Funding Agreement.

VARIABLE TEXT CAC-6: THE FOLLOWING PARAGRAPH WILL BE SHOWN FOR CONTRACTS NOT RECEIVING CREDIT FOR THE SURRENDER CHARGES OF A PRIOR CARRIER EXCEPT FOR CONTRACTS ISSUED TO MULTIPLE EMPLOYER PLANS. DEPENDENT ON WHEN THE CHARGES ARE ASSESSED THE WORD MONTH, QUARTER OR YEAR WILL BE SHOWN.

Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month/quarter/year, based on the actual Contract Value, as defined in the Contract.

VARIABLE TEXT CAC-7: THE FOLLOWING PARAGRAPH WILL BE SHOWN FOR CONTRACTS NOT RECEIVING CREDIT FOR THE SURRENDER CHARGES OF A PRIOR CARRIER, BUT ONLY FOR MULTIPLE EMPLOYER PLANS WHERE THE ASSETS OF THE ENTIRE CONTRACT ARE CONSIDERED. DEPENDENT ON WHEN THE CHARGES ARE ASSESSED THE WORD MONTH, QUARTER, OR YEAR WILL BE SHOWN.

Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month/quarter/year, based on the Contract Value combined for all employers participating in the Contract.

VARIABLE TEXT CAC-8: THE FOLLOWING PARAGRAPH WILL BE SHOWN FOR CONTRACTS NOT RECEIVING CREDIT FOR THE SURRENDER CHARGES OF A PRIOR CARRIER, BUT ONLY FOR MULTIPLE EMPLOYER PLANS WHERE ONLY THE ASSETS OF EACH EMPLOYER PARTICIPATING IN THE CONTRACT ARE CONSIDERED. DEPENDENT ON WHEN THE CHARGES ARE ASSESSED THE WORD MONTH, QUARTER, OR YEAR WILL BE SHOWN.

Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month/quarter/year, based on the Contract Value using only the assets of each individual employer participating in the Contract and not in the aggregate.

VARIABLE TEXT CAC-9: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN THE CHARGES UNDER THE CONTRACT ARE FIXED FOR A SPECIFIED PERIOD. THE SPECIFIED PERIOD VARIES BY THE DEMOGRAPHICS OF EACH CASE. THE RANGE OF CHARGES IS SHOWN FOR ANNUAL, MONTHLY AND QUARTERLY.

For the first 1 – 10 Deposit Year(s), the CAC is 0.00% – 4.00% annually / 0.00% – 0.3333% monthly, / 0.00% – 1.00% quarterly, based on all assets under the Contract except the Suspense Account.

VARIABLE TEXT CAC-10: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN THE CHARGES UNDER THE CONTRACT ARE FIXED FOR A SPECIFIED PERIOD. THE SPECIFIED PERIOD VARIES BY THE DEMOGRAPHICS OF EACH CASE. THE RANGE OF CHARGES IS SHOWN FOR ANNUAL, MONTHLY AND QUARTERLY.

For the first 1 – 10 Deposit Year(s), the CAC is 0.00% – 4.00% annually / 0.00% – 0.3333% monthly, / 0.00% – 1.00% quarterly, based on the assets of each employer participating in the Contract and not in the aggregate.

VARIABLE TEXT CAC – 11: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE FIXED FOR A SPECIFIED PERIOD AND WHERE THE CONTRACT IS NOT ISSUED TO A MULTIPLE EMPLOYER PLAN.

Thereafter, using the percentages in the table below, the CAC is based on the Contract Value as defined in the Contract.

VARIABLE TEXT CAC-12: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE FIXED FOR A SPECIFIED PERIOD AND WHERE THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN WHERE ONLY THE ASSETS OF EACH EMPLOYER PARTICIPATING UNDER THE CONTRACT IS CONSIDERED.

Thereafter, using the percentages in the table below, the CAC is based on Contract Value of the assets of each individual participating employer and not on the assets of the entire Contract.

VARIABLE TEXT CAC-13: THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE FIXED FOR A SPECIFIED PERIOD AND WHERE THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN WHERE THE ASSETS OF ALL EMPLOYERS PARTICIPATING UNDER THE CONTRACT ARE CONSIDERED.

Thereafter, using the percentages in the table below, the CAC is based on the Contract Value of all employers participating in the Contract, meaning the assets of the entire Contract.

T1 AND T2: THE TABLE HEADING OF THE TABLE BELOW WILL VARY AS TO WHETHER OR NOT THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN WHERE ALL ASSETS ARE CONSIDERED OR JUST THE ASSETS OF THE INDIVIDUAL PARTICIPATING EMPLOYER ARE CONSIDERED. EACH TABLE WILL BE NUMBERED USING AN ALPHA SEQUENCE OR NUMERIC SEQUENCE OR A NAME AT THE COMPANY'S DISCRETION. THE COMPANY MAY SHOW ANNUAL RATES BY THEMSELVES OR ALONG WITH THE MONTHLY OR QUARTERLY RATES AS APPLICABLE; QUARTERLY RATES BY THEMSELVES OR ALONG WITH ANNUAL OR MONTHLY RATES AS APPLICABLE; OR MONTHLY RATES BY THEMSELVES OR ALONG WITH QUARTERLY OR ANNUAL RATES AS APPLICABLE. MORE THAN ONE TABLE MAY BE SHOWN UNDER THE CONTRACT DEPENDENT ON WHETHER OR NOT DIFFERENT CHARGES APPLY TO DIFFERENT INVESTMENT CHOICES. THE COMPANY MAY VARY THE RANGES IN BANDS BY THE DISTRIBUTION CHANNEL AND MAY COLAPSE LIKE BANDS. THE EXPECTED RANGE IN CONTRACT ASSET CHARGES IS 0.00% - 4.00% ANNUALLY / 0.00% - 0.3333% MONTHLY, / 0.00% - 1.00% QUARTERLY.

Contract Asset Charge Table 1 or A in sequence

<i>Contract Value <T1>Contract Value Combined for all employers participating in the Contract <T2>Contract Value based on assets of each individual employer participating in the Contract and not in the Aggregate</i>	<i>Monthly Charge (A negative percentage represents a credit to the Contract)</i>	<i>Quarterly Charge (A negative percentage represents a credit to the Contract)</i>	<i>Annual Charge (A negative percentage represents a credit to the Contract)</i>
<i>Band 1, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 2, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 3, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 4, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 5, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 6, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 7, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 8, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 9, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 10, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 11, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 12, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 13, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 14, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>
<i>Band 15, varies by case</i>	<i>0.00%-0.333%</i>	<i>0.00%-1.00%</i>	<i>0.00% - 4.00%</i>

VARIABLE TEXT CAC-14: THE FOLLOWING THREE PARAGRAPHS WILL BE SHOWN FOR CONTRACTS WHERE CREDIT IS GIVEN FOR THE SURRENDER CHARGES OF THE PRIOR CARRIER.

Make-Up Amount: Upon receipt of the Takeover Amount shown in the Declaration Schedule, the Make-Up Amount also shown on the Declaration Schedule will be credited to the Contract and allocated among the Investment Choices as directed by the Contractholder.

The Make-Up Amount is issued based on the underwriting guidelines used by the Company. Failure to continue meeting the Company's underwriting guidelines may result in adjustments to the Contract charges under the Contract or it may result in Contract Discontinuance.

Important Notice: As shown above, in consideration of the Make-Up Amount, the Contract is subject to additional charges that would not apply if the Make-Up Amount benefit was not elected. The additional charges should be considered along with the benefit of receiving the Make-Up Amount to be sure it meets applicable financial needs and objectives. The additional charges applicable to the Make-Up benefit include additional Contract Asset Charges and Discontinuance charges upon total and partial discontinuance for a limited number of years. The additional Contract Asset Charges are shown above in this Schedule. The Discontinuance charges are shown in the Discontinuance Schedule.

Discontinuance Schedule

When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder. The Contract number and the effective date of the schedule will appear on the top of the schedule and will vary on a case by case basis.

For investors of the general account investment choice, the payment of assets associated with its discontinuance will vary depending on the product offered as follows:

VARIABLE TEXT – DISC 1: THIS PARAGRAPH WILL ONLY BE SHOWN IN CASES WHERE THE COMPANY IS OFFERING A FIXED ACCOUNT WHERE THE WAITING PERIOD FOR WITHDRAWALS RESULTING FROM DISCONTINUANCE IS CONTINGENT UPON THE PERFORMANCE OF AN INDEX. THE PROCESSING FEE FOR EARLY WITHDRAWAL WILL VARY DEPENDING ON MARKET CONDITIONS. RANGES ARE SHOWN.

General Account Investment Choice (GAIC): When the GAIC is selected by the Contractholder, the value calculated for withdrawals for any Discontinuance, is paid as follows:

The current annualized rate of interest for the “Name of Index” index will be measured on the 1st day of the month a Notice of Discontinuance or Transfer request is received. We will compare this rate to the specific rate established 12 months before the date we measure the index. If the applicable rate on the date measured, **has not decreased** by 1.50% or more (for example, from 5.00% to 3.55%), then the value of the GAIC will be paid or Transferred on the 270th/365th day after the Date of Discontinuance. If the applicable rate on the date measured **has decreased** by 1.50% or more (for example, from 5.00% to 3.50%), then the value of the GAIC will be paid or Transferred on the 90th/180th day after the Date of Discontinuance. In all cases, the value will be calculated the day before payment is made.

Subject to any regulatory approval, as applicable, we reserve the right to substitute a comparable index with 30 days Advance Notice to the Contractholder, if the method of calculating the index is modified or discontinued.

In the case where a withdrawal resulting from a Total Discontinuance or a Partial Discontinuance is transferred to an investment outside this Contract, then the value as described above may be paid sooner than specified, with a processing fee of 0 – 0.0082% for each day the payment or Transfer is made earlier than the time frame specified.

VARIABLE TEXT – DISC 2: THIS PARAGRAPH WILL ONLY BE SHOWN IN CASES WHERE THE COMPANY IS OFFERING A FIXED ACCOUNT WHERE THE WAITING PERIOD FOR WITHDRAWALS RESULTING FROM DISCONTINUANCE IS NOT CONTINGENT UPON THE PERFORMANCE OF AN INDEX. THE PROCESSING FEE FOR EARLY WITHDRAWAL WILL VARY DEPENDING ON MARKET CONDITIONS. RANGES ARE SHOWN.

General Account Investment Choice (GAIC):

The value of the GAIC will be paid on the 90th day after the Date of Discontinuance. The value will be calculated the day before payment is made.

In the case where a withdrawal resulting from a Total Discontinuance or a Partial Discontinuance is transferred to an investment outside this Contract, then the value as described above may be paid sooner than specified, with a processing fee of 0 – 0.0082% for each day the payment or Transfer is made earlier than the time frame specified.

VARIABLE TEXT DISC-3: THIS PARAGRAPH IS SHOWN WHEN THE COMPANY INCLUDES A SEPARATE ACCOUNT THAT INVESTS IN A STABLE VALUE FUND TYPE OF INVESTMENT OF ANOTHER COMPANY. THE NUMBER OF MONTHS ADVANCE NOTICE WILL VARY BASED ON THE POLICIES OF THE UNDERLYING INVESTMENT.

Sample pooled fixed SA name. The value of the sample pooled fixed SA name is paid as follows:

The trustee for the underlying investment of the sample pooled fixed SA name Separate Account, requires that withdrawals made as a result of Discontinuance normally require advance Notice of 12 – xx months unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Notice of Discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the Discontinuance. The Discontinuance Payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12 – xx - month Notice period or such earlier date as may be allowed for by the trustee of the underlying investment.

VARIABLE TEXT – DISC 4 THIS PROVISION WILL BE SHOWN FOR CLIENTS WHERE CREDIT IS GIVEN FOR PRIOR SURRENDER CHARGES OR WHERE COMMISSIONS ARE RECOVERED. THE RANGES FOR EACH YEAR ARE SHOWN. THE COMPANY MAY COLLAPSE LIKE VALUES IN ORDER TO VARY THE RECOVERY PERIOD IN ACCORDANCE WITH THE DEMOGRAPHICS OF EACH CASE.

Discontinuance Charges.

Upon Total or Partial Discontinuance of the Contract, the following Discontinuance Charge Percentages are deducted from all Investment Choices prior to payment. The Discontinuance charges shown also apply to Partial Discontinuance resulting from any Contractholder Directed Withdrawal, when applicable.

Discontinuance Charge Percentages

0.00-10.00%	<i>For payment dates occurring in the first Deposit Year</i>
0.00-9.00%	<i>For payment dates occurring in the second Deposit Year</i>
0.00-8.00%	<i>For payment dates occurring in the third Deposit Year</i>
0.00-7.00%	<i>For payment dates occurring in the fourth Deposit Year</i>
0.00-6.00%	<i>For payment dates occurring in the fifth Deposit Year</i>
0.00-5.00%	<i>For payment dates occurring in the sixth Deposit Year</i>
0.00-4.00%	<i>For payment dates occurring in the seventh Deposit Year</i>
0.00-3.00%	<i>For payment dates occurring in the eighth Deposit Year</i>
0.00-2.00%	<i>For payment dates occurring in the ninth Deposit Year</i>
0.00-1.00%	<i>For payment dates occurring in the tenth Deposit Year</i>
0.00%	<i>For payment dates thereafter</i>

Investment Choice Schedule

When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder. The Contract number and the effective date of the schedule will appear on the top of the schedule and will vary on a case by case basis.

The availability of Investment Choices varies in accordance with the company's separate account offerings for each product. The investment choices shown in the schedule represent the choices selected by the Contractholder.

The unit classes will be identified numerically, alphabetically or by name at TLIC's discretion. The Contract Asset Charge Table identifier will be numeric, alphabetic or a name at TLIC's discretion.

An Investment Management Charge (IM) or Administrative Charge (Admin) could apply. Annual Investment Management Charges and Administrative Charges are established by the company. The expected ranges are: IM 0.00% – 2.00%. Admin 0.00% – 2.00%. The GAIC could have a separate administrative charge using the same ranges shown.

The Fee Reimbursement amount and the adjusted Administrative Charge/Credit will vary in accordance with reimbursements from the underlying investments.

The net amount will vary in accordance with the calculation made.

If the contract contains investment choices that include a banded administrative charge rate, then the following will appear in the Investment Choice Schedule:

BANDED ADMINISTRATIVE CHARGES:

The Administrative Charges vary by the balance of the applicable Investment Choice, as shown in the table below. The band may change at the end of each Band Change Period.

<i>Annual Administrative Charge</i>	<i>For applicable Investment Choices Value at the end of the preceding Band Change Period</i>
0.00%-2.00%	<i>Band 1</i>
0.00%-2.00%	<i>Band 2</i>
0.00%-2.00%	<i>Band 3</i>
0.00%-2.00%	<i>Band 4</i>
0.00%-2.00%	<i>Band 5</i>

Band Change Period: The band change period could be monthly, quarterly, semi-annual, or annual.

The actual bands may vary depending on the product. The expected range for the Annual Administrative Charge is 0.00% – 2.00%

Section 1 – Definition of Terms

None

Section 2 - Suspense Account

Under **Allocations from Suspense Account**, the time period for allocation of monies from the suspense account is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 1 – 5 business days.

Section 3 – Contract Asset Charges

Under **Change in Charges**, the time period for advance written notice of any change in charges under the contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

Section 4 – Separate Account Investment Choices and Related Charges

Under **Investment Management Charge**, the time period for written notice to the contractholder which notifies of changes in investment management charges under the contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

The provision for **Fixed Administrative Charge** will appear if applicable to the product offered. Additionally, the time period for written notice to the contractholder which notifies of changes in the fixed administrative charge under the contract is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10-30 days.

The provision for **Banded Administrative Charge** will appear if applicable to the product offered. Additionally, within the provision, the time period for written notice to the contractholder which notifies of changes in the banded administrative charges is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

Section 5 - General Account Investment Choice (GAIC)

Under **Crediting Interest to the GAIC**, the time period for which the company may declare interest is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is Month/Quarter/Year.

Under **Limitation on Transfers from the GAIC**, the time period for which the company can hold a participant-directed request to transfer requested monies to a competing investment is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 270 days.

Under **Administrative Charge**, the provision which establishes an administrative charge is variable. This provision will only appear when applicable to the product offered. Within the provision, the time period the company reserves the right to change the charges is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

Section 6 – Adding and Removing Investment Choices

Under **Company-Initiated Removal of Investment Choices**, the time period for notifying contractholders of the deletion of an Investment Choice is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 1 – 6 months.

Section 7 – Withdrawals and Payment of Plan Benefits

Under **Requirements for Benefit Withdrawals**, the time period for notice of impending audit of contractholder records is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 5 – 15 days.

Under **Expense Withdrawals**, the annual benefit charge for the non-guaranteed payment option is variable. For existing contractholders, any change to this amount will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is \$0 – \$125.

Under **Delay of Contractholder Directed Withdrawals and Transfers**, the prior time period tracked for withdrawals is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 0 – 30 days.

Under **Delay of Contractholder Directed Withdrawals and Transfers**, the criteria amount for the delay of withdrawal or transfer is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 5,000,000 to 20,000,000.

Under **Delay of Contractholder Directed Withdrawals and Transfers**, the time period for the delay of a withdrawal that exceeds company guidelines is variable. For existing contractholders, any change to this time period will be effectuated by using

Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 30-90 days.

Section 8 – Discontinuance and Termination

Under **Our Right to Effect Discontinuance**, the minimum amount required for the Contractholder's Contract Value is variable. For existing contractholders, any change to this amount will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is \$5,000 to \$20,000.

Under **Effect of Discontinuance**, the time period required for the contractholder to make a payment election upon discontinuance is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10-30 days.

Section 9 – General Provisions

Under **Amendment to the Contract**, the time period given for written notice of contract amendment is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

Under **Plan Records**, the time frame requirement for the contractholder to provide us with plan records is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form GFA-AMEND-07. For new contractholders, the provision will be modified accordingly. The expected range is 10 – 30 days.

Back Cover

The toll-free number may vary by product.

GFA-APP-07 Administrative use only. We may change or add information necessary to administer the product issued.

GFA-APP-07 Section III. The check box and description for the service which facilitates the payment of Plan administration expenses from plan assets will only appear when the Company is offering this service.

GFA-APP-07 Section V and GFA-CAPP-07, under Investment Choice Selection. The text in this section is administrative in nature and is designed to educate the Contractholder in the selection of investment choices to include in the contract.

For ease in the management of investment choices, the company provides instructions which walk the Contractholder through the investment choice selection process. The steps may vary by the investment choices offered at the time of application and by distribution channel of a particular case. Some steps may be omitted in accordance with the investment choices offered at the time of application.

The description of "cash equivalent" investment choice is disclosure in nature, required by regulatory authorities. This language may vary if such regulatory authority mandates a change in language. The description of stable value-like investment choice may vary, dependent on applicable waiting periods and requirements of an underlying investment.

Due to the nature of strategic allocation investment choices and target maturity investment choices, administrative rules apply with respect to the sponsor of a retirement plan (Contractholder) choosing all in a group or none in a group. This facilitates a wide-range of investment opportunities for participants. These types of selection steps may or may not appear depending on the distribution channel and dependent on the actual investment choice the company is offering. The names of the investment family or name of investment choices will vary in accordance with the company offering of investment choices.

With respect to guidelines on a default investment choice or qualified default investment alternative, please note that for administrative purpose, when monies cannot be allocated, such monies are allocated to the default investment choice made available by us. The default investment choice could help the plan sponsor in fiduciary responsibilities. The language shown for default investment choices will vary as processes change for the company or due to regulatory requirements.

The Company may have recordkeeping constraints whereby we must limit the number of investment choices by recordkeeper. The list of investment choices may vary in accordance with the product offered or the distribution channel. We may also format the list differently in the future for ease of use and may combine elements in columns.

GFA-APP-07 Section VI. The bracketed material in item 6.a. will only appear when the Company is offering the service which facilitates the payment of Plan administration expenses from plan assets.

GFA-APP-07 Section VI and the first text paragraph GFA-CAPP-07. The following fraud language will appear for all jurisdictions, unless other language is required by the jurisdictions shown. We reserve the right to insert required fraud language if mandated by a specific jurisdiction in the future.

FRAUD NOTICE: (Generic) Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

(FL) Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

KY) Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

(PR) Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.]

Section VIII, Agent Information. This section will only appear in the States of Florida, Nebraska, and Iowa, or any other state that requires agent signature in the future.

This amendment will be used to:

1. Contractually change information on the Application for Contract when such information changes after the application is submitted and before the contract is issued.
2. Change Variable information in the Contract.
3. Exercise Contractual rights of the Company such as deleting and adding Investment Choices

The Amendment Effective Date, Contract Number, and the Plan Name will be electronically populated on a case by case basis.

A detailed list of possible variations is shown below. Such possible variation will be inserted on a case by case basis when changes are processed for a particular contract:

- The Group Funding Agreement **Effective Date** is change to: **<insert new date>**
- In the Declaration Schedule, the name of the **Contractholder** is changed to: **<insert new name>**
- In the Declaration Schedule the **Plan Name** is changed to: **<insert new name>**
- In Section 1 of the Application for Group Funding Agreement, the amount shown for the **estimated first year deposits** in the form of Plan contributions is changed to: **<insert new value provided by the proposed Contractholder>**
- In Section 1 of the Application for Group Funding Agreement , the **estimated takeover amount** to be received from an existing plan is changed to: **<insert new value provided by the proposed Contractholder>**
- In Section 2 of the Application for Group Funding Agreement , the **expected number of participants** is changed to: **<insert new value provided by the proposed Contractholder>**
- In Section 2 of the Application for Group Funding Agreement, the **estimated first-year average Participant balance** is changed to: **<insert new value provided by the proposed Contractholder>**
- In Section 4 of the Application for Group Funding Agreement, the **estimated amount of penalty imposed by the existing plan investment or insurance** is changed to: **<insert new value provided by the proposed Contractholder>**
- The following **Investment Choice(s)** is/are hereby selected to be established under the Contract: **<insert names of added investment choices>**
- The following **Investment Choice(s)** is/are hereby deleted from the Contract: **<insert names of deleted investment choices>**
- The **Contract Asset Charges** shown in the Contract are hereby deleted and replaced with the following and are calculated and applied as shown: **<insert new Contract Asset Charges subject to the ranges shown in the contract>**
- The following **Discontinuance Charges** apply to any Partial or Total Discontinuance of the Contract: **<insert applicable charge table, subject to the ranges shown in the contract>**
- In the **Investment Choice Schedule**, the Investment Management Charge(s) is/are hereby changed for the Investment Choices under the Contract as follows: **<insert Investment Choice name(s) and new charge>]**
- In the **Investment Choice Schedule**, the Fixed Administrative Charge(s) is/are hereby changed for the Investment Choices under the Contract as follows: **<insert Investment Choice name(s) and new charge>]**
- In the **Investment Choice Schedule**, the Banded Administrative Charge(s) is/are hereby changed for the Investment Choices under the Contract as follows: **<insert Investment Choice name(s) and new charge and ranges, subject to the ranges shown in the contract>]**
- In Section 1 - Definitions, under the definition of **General Account Investment Choice**, the notice period for when the company deems the investment choice unavailable is hereby changed to: 30 – 180 days
- In Section 2 – Suspense Account, under **Allocations from Suspense Account**, the time period for allocation of monies from the Suspense Account is hereby changed to: 1 – 5 business days
- In Section 3 – Contract Asset Charges, under **Change in Charges**, the time period for advance written notice of any change in charges under the Contract is hereby changed to: 10 – 30 days
- In Section 4 – Separate Account Investment Choices and Related Charges, under **Investment Management Charge**, the time period for written notice to the Contractholder which notifies of changes in Investment Management Charges is hereby changed to: 10 – 30 days

- In Section 4 – Separate Account Investment Choices and Related Charges, under **Fixed Administrative Charge**, the time period for written notice to the Contractholder which notifies of changes in the Fixed Administrative Charge is hereby changed to: 10 – 30 days
- In Section 4 – Separate Account Investment Choices and Related Charges, under **Banded Administrative Charge**, the time period for written notice to the Contractholder which notifies of changes in the Banded Administrative Charges is hereby changed to: 10 – 30 days
- In Section 5 – General Account Investment Choice, under **Crediting Interest to the GAIC**, the time period for which the Company may declare interest is hereby changed to: Month/Quarter/Year
- In Section 5 – General Account Investment Choice, under **Limitation on Transfers from the GAIC**, the time period in which the Company can hold a participant-direct request to transfer requested monies to a competing investment is hereby changed to: 10 – 270 days
- In Section 5 – General Account Investment Choice, under **Administrative Charge**, the time period the Company reserves the right to change the charges is hereby changed to: 10 – 30 days
- In Section 6 – Adding and Removing Investment Choices, under **Company-Initiated Removal of Investment Choices**, the time period for notifying the Contractholder of the deletion of an Investment Choice is hereby changed to: 1 – 6 months
- In Section 7 – Withdrawals and Payment of Plan Benefits, under **Requirements for Benefit Withdrawals**, the time period for notice of impending audit of Contractholder records is hereby changed to: 5 – 15 days
- In Section 7 – Withdrawals and Payment of Plan Benefits, under **Expense Withdrawals**, the annual benefit charge for the non-guaranteed payment option is hereby changed to: \$0 – \$125
- In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers** the time period for measuring the prior withdrawal/transfer is hereby changed to: 0 – 30 days
- In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers**, the criteria amount for the delay of withdrawal or Transfer is hereby changed to: \$5,000,000 – 20,000,000
- In Section 7 – Withdrawals and Payment of Plan Benefits, under **Delay of Contractholder Directed Withdrawals and Transfers** the time period for delay of withdrawal/Transfer is hereby changed to: 30 – 90 days
- In Section 8 - Discontinuance and Termination, under **Our Right to Effect Discontinuance**, the minimum amount required for the Contract Value is hereby changed to: \$5,000 – \$20,000
- In Section 8 - Discontinuance and Termination, under **Effect of Discontinuance**, the time period required for the Contractholder to make a payment election upon discontinuance is hereby changed to: 10 – 30 days
- In Section 9 – General Provisions, under **Amendment to the Contract**, the time period given for written notice of contract amendment is hereby changed to: 10 – 30 days
- In Section 9 – General Provisions, under **Plan Records**, the time frame for the requirement for the Contractholder to provide us with Plan records is hereby changed to: 10 – 30 days