

SERFF Tracking Number: AEGN-126677168 State: Arkansas
Filing Company: Transamerica Financial Life Insurance Company State Tracking Number: 45961
Company Tracking Number: STATEMENT OF VARIABILITY TFLIC 2010
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: STATEMENT OF VARIABILITY TFLIC 2010
Project Name/Number: STATEMENT OF VARIABILITY TFLIC 2010/

Filing at a Glance

Company: Transamerica Financial Life Insurance Company
Product Name: STATEMENT OF VARIABILITY SERFF Tr Num: AEGN-126677168 State: Arkansas
TFLIC 2010
TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Accepted State Tr Num: 45961
For Informational Purposes
Sub-TOI: A03G.002 Flexible Premium Co Tr Num: STATEMENT OF State Status: Filed-Closed
VARIABILITY TFLIC 2010
Filing Type: Form Reviewer(s): Linda Bird
Author: Hazel Solis Disposition Date: 06/18/2010
Date Submitted: 06/15/2010 Disposition Status: Accepted For
Informational Purposes
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: STATEMENT OF VARIABILITY TFLIC 2010 Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Informational Domicile Status Comments: Filed in all
jurisdictions simultaneously.
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Overall Rate Impact: Group Market Type: Employer
Filing Status Changed: 06/18/2010 Explanation for Other Group Market Type:
State Status Changed: 06/18/2010
Deemer Date: Created By: Hazel Solis
Submitted By: Hazel Solis Corresponding Filing Tracking Number:

Filing Description:
We are filing an updated Statement of Variability for previously approved form as follows:

TA-AP-2001-CONT (Rev 01-02) - Group Annuity Contract with Sch. A – Approved on 07/25/2003.

In general, the following changes were made:

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1. Clarified that Oregon had a different requirement on some variables.
2. Added the flexibility of a negative Contract Asset Charge
3. Clarified the assessment and the deduction of the Contract Asset Charge
4. Specified unique language describing the Contract Asset Charge when the contract is issued to multiple employer plans with multiple pricing models.
5. Clarified unique language for the cases when the Contract Asset Charge varies by year.
6. Updated the heading for the Contract Asset Charge table to accommodate when the contract is issued to multiple employer plans.
7. Due to increasing the number of stable value-type investments, we have updated current language and added a new description of the waiting periods associated with these type of investments.
8. Clarified that Discontinuance Charges may apply and described the ranges.
9. We have deleted unused flexibility previously included in the Statement of Variability.

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 Financial Life Insurance Company | CoCode: 70688 | State of Domicile: New York |
| 1150 South Olive, T-09-09 | Group Code: 468 | Company Type: Life |
| Los Angeles, CA 90015 | Group Name: | State ID Number: |
| (800) 319-7626 ext. 3768[Phone] | FEIN Number: 36-6071399 | |

Filing Fees

| | |
|------------------|------------------------------------|
| Fee Required? | Yes |
| Fee Amount: | \$50.00 |
| Retaliatory? | No |
| Fee Explanation: | 1 Filing at \$50.00 each = \$50.00 |
| Per Company: | No |

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|---------|--------|----------------|---------------|
|---------|--------|----------------|---------------|

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Transamerica Financial Life Insurance \$50.00 06/15/2010 37242716
Company

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Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---|------------|------------|----------------|
| Accepted For Informational Purposes | Linda Bird | 06/18/2010 | 06/18/2010 |

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Disposition

Disposition Date: 06/18/2010

Implementation Date:

Status: Accepted For Informational Purposes

Comment:

Rate data does NOT apply to filing.

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| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---------------------------------|----------------------|---------------|
| Supporting Document | Flesch Certification | | No |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Supporting Document | TFLIC Statement of Variability | | Yes |

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Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: TFLIC Statement of Variability

Comments:

Attachment:

TFLIC Statement of Variability 061410 Clean.pdf

Transamerica Financial Life Insurance Company
NAIC #468-70688, FEIN # 36-6071399

Group Fixed & Variable Annuity Contract

Form Number TA-AP-2001 CONT

Description of Variable Language-NY (Updated 08-01-2010)

- ◆ Page 4 - Section 1.12 - Separate Account - the name is in italics to allow the contract form to be used with other separate accounts established by the Company. Any such account established will be filed for approval prior to implementation. The Separate Account for this Contract is PA-38.
- ◆ Page 5 – Section 2.02 - Adding and Deleting Contract Accounts. – the time period of the company’s notice of the deletion of any sub-account may vary between products. (Range 1-6 months)
- ◆ Page 5 – Section 3.04 - Transfers from Suspense Account. – the time period of effectuating transfers may vary between products. (Range 1-5 days)
- ◆ Page 6 – Section 4.05 – Sub-account Class – the time period for assignment to a Sub-account Class may be varied to suit Contractholder’s needs. (quarterly, annually, etc)
- ◆ Page 7 - Sections 5.02 through 5.04 - Timing of Deposits, withdrawals. -“tenth Business Day” - this could be adjusted downward to suit a Contractholder’s needs under the applicable plan.
- ◆ Page 9 – Section 6.07. \$5,000 is variable so it can be changed as required to match the maximum cash out limit as provided in the Internal Revenue Code for qualified retirement plans.
- ◆ Page 10 Section 7.04 - Change in Charges – the time period of written notification upon change of charges may vary between products.(Range 10-30 days) (Not variable in Oregon)
- ◆ Page 11 - Section 8.02 - Immediate Annuity Purchases - this Section has been filed variably so that the language could be tailored to suit either a defined benefit or defined contribution plan under the contract. The sample language on the Contract form will be used for defined benefit plans. For defined contribution plans, the following alternate language will be used:

If an immediate annuity is to be purchased for a Participant, we will withdraw, at the direction of the Contractholder, the Participant’s account value from the applicable Contract Account(s).

The single rate per \$1 of monthly annuity will be determined by his or her age nearest birthday on the Annuity Date, or if later, the first day we receive the data we need to purchase the annuity. The single premium rate per \$1 of monthly annuity will be determined using (a), but not less than (b) below:

- (a) *Immediate Annuity Purchase rates determined by us based on the 1983 Group Annuity Mortality Table for males projected to the calendar year of purchase by Scale H, with a one-year age setback for both Participants and beneficiaries with interest at 3% per annum.*
- (b) *The applicable single premium annuity purchase rate then in use by us for annuity purchases under group pension contracts of this type on the date the annuity is to be purchased. This single premium rate is available subject to the following conditions:*
 - (1) *The purchase must be for an immediate annuity for a single life or joint lives with or without a period certain.*
 - (2) *The purchase must occur prior to the date any notice of discontinuance is mailed under Section 9.*

- ◆ Page 11 – Section 8.03 – Retroactive Annuity Purchases. This provision would only be included for Defined Benefit plans.
- ◆ Page 12 – Section 9.06 – Disposition of Funds Upon Discontinuance. The time period for the payment of the single sum may vary between products. (Not variable in Oregon)

- ◆ Page 13 – Section 11.09 – Amendments to Plan. The time period requiring copies of amendments to the plan document and for furnishing the company the required annual reports is variable between products. (Range 10-30 days) Not variable in Oregon.

Group Annuity Contract Schedule A

For existing Contractholders whenever any information on each Contracts Schedule A, is subject to change, such Schedule A will be re-issued to the Contractholder.

- ◆ Contractholder Name
- ◆ Contract Effective Date and First Contract Anniversary
- ◆ Contract Quarter
- ◆ Jurisdiction
- ◆ Plan Name
- ◆ Contract Number
- ◆ Contract Asset Charges - these charges will vary according to selections made by the Contractholder for the payment of commissions under the contract as well as by the size of expected deposits to the contract.
- ◆ When the Asset Bridge benefit is elected, the increase added to the Contract Asset Charge Table is shown on Schedule A.
- ◆ The following variables apply to the Contract Asset Charges discussion on Schedule A:

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.

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 value of all assets under the Contract, other than the Suspense Account, exceeds the total estimated deposits shown in the application for Contract, the CAC will adjust accordingly.

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 OR QUARTER WILL BE SHOWN. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT.

- ◆ Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month / er, based on the value of all assets under the Contract, other than the Suspense Account, as defined in the Contract,

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 OR QUARTER WILL BE SHOWN. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT.

- ◆ Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month / based on the value of all assets under the Contract, other than the Suspense Account, combined for all employers participating in the Contract.

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 OR QUARTER WILL BE SHOWN. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT.

- ◆ Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month based on the value of all assets under the Contract, other than the Suspense Account, using only the assets of each individual employer participating in the Contract and not in the aggregate.

THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN THE CHARGES UNDER THE CONTRACT ARE INCREASED FOR A SPECIFIED PERIOD TO HELP RECOVER THE COST OF THE CREDIT GIVEN TO OFFSET SURRENDER CHARGES OF A PRIOR CARRIER. THE RANGE OF CHARGES IS SHOWN FOR ANNUAL, MONTHLY AND QUARTERLY. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT.

- ◆ In accordance with the Endorsement for Market Make-up Option, for the first 5 Deposit Year(s), the CAC is increased by 0.10% 1.20% annually / 0.008% – 0.1% monthly, / 0.025% – 0.3% quarterly, based on all assets under the Contract except the Suspense Account.

THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN THE CHARGES UNDER THE CONTRACT ARE INCREASED FOR A SPECIFIED PERIOD TO HELP RECOVER THE COST OF THE CREDIT GIVEN TO OFFSET SURRENDER CHARGES OF A PRIOR CARRIER. THE SPECIFIED PERIOD VARIES BY THE DEMOGRAPHICS OF EACH CASE. THE RANGE OF CHARGES IS SHOWN FOR ANNUAL, MONTHLY AND QUARTERLY. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT

- ◆ In accordance with the Endorsement for Market Make-up Option, for the first 5 Deposit Year(s), the CAC is increased by 0.10% 1.20% annually / 0.008% – 0.1% monthly, / 0.025% – 0.3% quarterly, based on the assets of each employer participating in the Contract and not in the aggregate.

THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE INCREASED FOR A SPECIFIED PERIOD TO HELP RECOVER THE COST OF THE CREDIT GIVEN TO OFFSET SURRENDER CHARGES OF A PRIOR CARRIER AND WHERE THE CONTRACT IS NOT ISSUED TO A MULTIPLE EMPLOYER PLAN. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT

- ◆ Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract, other than the Suspense Account,

THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE INCREASED FOR A SPECIFIED PERIOD TO HELP RECOVER THE COST OF THE CREDIT GIVEN TO OFFSET SURRENDER CHARGES OF A PRIOR CARRIER AND WHERE THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN WHERE ONLY THE ASSETS OF EACH EMPLOYER PARTICIPATING UNDER THE CONTRACT IS CONSIDERED. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT

- ◆ Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract, other than the Suspense Account, for each individual participating employer and not on the assets of the entire Contract.

THE FOLLOWING PARAGRAPH WILL BE SHOWN WHEN CHARGES UNDER THE CONTRACT ARE INCREASED FOR A SPECIFIED PERIOD TO HELP RECOVER THE COST OF THE CREDIT GIVEN TO OFFSET SURRENDER CHARGES OF A PRIOR CARRIER AND WHERE THE CONTRACT IS ISSUED TO A MULTIPLE EMPLOYER PLAN WHERE THE ASSETS OF ALL EMPLOYERS PARTICIPATING UNDER THE CONTRACT IS CONSIDERED. SEE APPENDIX ONE OF A DESCRIPTION OF THE CREDIT

- ◆ Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract, other than the Suspense Account, for all employers participating in the Contract,

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 DEPENDING 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 COLLAPSE LIKE BANDS. THE RANGE IN CONTRACT ASSET CHARGES IS 0.00% - 4.00% ANNUALLY / 0.00% - 0.333% MONTHLY, / 0.00% - 1.00% QUARTERLY. A NEGATIVE PERCENTAGE REPRESENTS A CREDIT TO THE CONTRACT.

Contract Asset Charge Table
(Suspense Account assets are not considered)

| <i>[[Value of all assets under the Contract] [Value based on assets of all employers participating in the Contract] <Value based on assets of each individual employer participating in the Contract and not in the Aggregate]</i> | <i>Monthly Charge</i> (A negative percentage represents a credit to the Contract) | <i>Quarterly Charge</i> (A negative percentage represents a credit to the Contract) | <i>Annual Charge</i> (A negative percentage represents a credit to the Contract) |
|--|--|--|---|
| <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> |

]]

No change in the Contract Asset Charges will ever exceed 250% of the original amount of such charge.

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 this Schedule A, the Make-Up Amount will be credited to the Contract and allocated among the contract accounts other than the Suspense Account, 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 discontinuance, accordance with the Discontinuance and Termination of Contract provision in the Contract.
- ◆ 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.
- ◆ When the Asset Bridge provision is elected, the Surrender Charges associated with this benefit are shown in Schedule A, under the heading of "Discontinuance".

- ◆ Also under the heading of “Discontinuance”, with respect to the Stable Value Fund if elected, a description of how funds are paid upon discontinuance is included in Schedule A, as follows:

Option A

Withdrawals for total and partial discontinuances of any Stable Value Fund established under this Contract, or transfers from the Stable Value Fund that occur when the Contractholder chooses to cease investing in the Stable Value Fund, are paid as follows:

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 Stable Value Fund will be paid or transferred on the 270th 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 Stable Value Fund will be paid or transferred on the 90th 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.]

Option B

The value of the Stable Value Fund will be paid on the 90th day after the effective 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.]

- ◆ The following paragraph is shown when the company includes a sub- account where the underlying investment 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. Additionally, if mandated, by the underlying investment of the underlying investment, the language may vary to the degree necessary to set forth the terms of the applicable investment trustee.

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

The trustee for the underlying investment of the sample pooled SA [name Sub-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.

- ◆ The following paragraphs will be shown for contracts where credit is given for the surrender charges of the prior carrier.

[Discontinuance Charges. In accordance with the Endorsement for Market Make-up Amount, upon Total or Partial Discontinuance of the Contract, the following discontinuance charge percentages are deducted from all Contract Accounts, from which a withdrawal was requested.

Discontinuance Charge Percentages

| | |
|--------------|---|
| [0.50-5.00%] | <i>[For payment dates occurring in the first Deposit Year</i> |
| [0.50-3.00%] | <i>For payment dates occurring in the second Deposit Year</i> |
| [0.50-1.50%] | <i>For payment dates occurring in the third Deposit Year</i> |
| [0.25-1.00%] | <i>For payment dates occurring in the fourth Deposit Year</i> |
| [0.00-0.50%] | <i>For payment dates occurring in the fifth Deposit Year</i> |
| 0.00% | <i>For payment dates thereafter]</i> |

- ◆ List of Funds and Descriptions – the Sub-accounts will be listed and described, in the List of Funds filed separately..
- ◆ Investment Management Charge – the Sub-accounts along with the applicable Investment Management Charges will be listed. The range of Investment Management Charges are shown as 0.00% to 0.2.00% annually. Such variable material is illustrated by the following examples:

| | |
|--------------------|---|
| [Sub-Account Name] | Investment Management Charge [0%-2.00%] |
| Fund 1 | 0.10% |
| Fund 2 | 0.40% |
| Fund 3 | 0.35% |

- We will include a general description of any expenses relating to the underlying funds(s) or separate accounts.
- Determination of Sub-account Class – For the purposes of applying the Administrative Charge, the Sub-account is separated into the Classes (bands). Class F will be used to set a single Administrative Charge when the Administrative Charges are not banded by asset size. Class “F” allows flexibility for a Sub-account which would not be subject to economies of scale, based on size, such as a money market fund, or to accommodate special record-keeping needs for a Contractholder whose administration system cannot accommodate our banded charges.

| Sub-Account Class | Investment Account Value |
|-------------------|---------------------------|
| A | Less than \$4,999,999 |
| B | \$5,000,000-\$19,999,999 |
| C | \$20,000,000-\$49,999,999 |
| D | \$50,000,000-\$99,999,999 |
| E | \$100,000,000 and greater |
| F | No regard to assets |

- ◆ Administrative Charge – Classes A through F are shown with a range of Administrative Charges between 0.00-2.00% annually. Such variable material is illustrated by the following examples

Annual Administrative Charge

| Fund Name | Class A% | Class B% | Class C% | Class D% | Class E% | Class F% |
|-----------|-------------|-------------|-------------|-------------|-------------|--------------------|
| [Fund 1] | [0.50-1.15] | [0.15-0.75] | [0.00-0.40] | [0.00-0.15] | [0.00-0.10] | <u>[0.00-2.00]</u> |
| [Fund 2] | [0.50-1.15] | [0.15-0.75] | [0.00-0.40] | [0.00-0.15] | [0.00-0.10] | <u>[0.00-2.00]</u> |
| [Fund 3] | [0.50-1.15] | [0.15-0.75] | [0.00-0.40] | [0.00-0.15] | [0.00-0.10] | <u>[0.00-2.00]</u> |