

SERFF Tracking Number: AEGN-126913019 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 47701
Company Tracking Number: FAC-SOV-07 II
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: FAC-SOV-07 II
Project Name/Number: FAC-SOV-07 II/FAC-SOV-07 II

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: FAC-SOV-07 II SERFF Tr Num: AEGN-126913019 State: Arkansas
TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Accepted State Tr Num: 47701
For Informational Purposes
Sub-TOI: A03G.002 Flexible Premium Co Tr Num: FAC-SOV-07 II State Status: Filed-Closed
Filing Type: Form Reviewer(s): Linda Bird
Author: Hazel Solis Disposition Date: 01/20/2011
Date Submitted: 01/13/2011 Disposition Status: Accepted For Informational Purposes
Implementation Date: Implementation Date:

Implementation Date Requested: On Approval

State Filing Description:

General Information

Project Name: FAC-SOV-07 II Status of Filing in Domicile: Authorized
Project Number: FAC-SOV-07 II Date Approved in Domicile: 11/15/2010
Requested Filing Mode: Informational Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer, Association, Trust, Other Explanation for Other Group Market Type:
Labor Unions, Multiple Employers, and Credit Unions
Overall Rate Impact: Filing Status Changed: 01/20/2011
State Status Changed: 01/20/2011
Deemer Date: Created By: Hazel Solis
Submitted By: Hazel Solis Corresponding Filing Tracking Number:
Filing Description:

We are filing for your information an updated Statement of Variability for previously approved forms as follows:

FAC-CNT-07 Funding Agreement, with Contract Schedule
FAC-END-CAC-07 Endorsement for Contract Asset Charges and Fees
FAC-END-DISC-07 Endorsement for Discontinuance and Termination
FAC-END-GAIC-07 Endorsement for General Account Investment Option
FAC-END-ICC-07 Endorsement for Separate Account Investment Choices and Related Charges

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FAC-END-ICDEL-07 Endorsement to Add and Delete Investment Choices
 FAC-END-PMT-07 Endorsement for Payment of Plan Benefit
 FAC-END-SUS-07 Endorsement for Suspense Account
 FAC-END-WITH-07 Endorsement for Contract Withdrawals
 FAC-AMEND-07 Amendment

The forms listed were approved by your Department on July 18, 2007, under SERFF Tracking Number AEGN-125223776.

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 Filing at \$50.00 each = \$50.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$50.00	01/13/2011	43763661

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Accepted For Informational Purposes	Linda Bird	01/20/2011	01/20/2011

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Disposition

Disposition Date: 01/20/2011

Implementation Date:

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Comment:

Rate data does NOT apply to filing.

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Supporting Document Schedules

Item Status:

Status

Date:

Satisfied - Item: Statement of Variability

Comments:

Attachments:

Attachment to Statement of Variability.pdf

FAC-Statement of Variability-07 Final.pdf

ATTACHMENT TO STATEMENT OF VARIABILITY

Explanation of Variables

Two Types of Contracts:

1. Single Employers.
2. Multiple Employers.

Contract Asset Charges (Varies case by case):

1. Based on the entire contract
 - a. Fixed for a fixed period
 - b. Vary by asset level
2. Based on the individual assets of each employer adopting the plan.
 - a. Fixed for a fixed period
 - b. Vary by asset level

Frequency of Contract Asset Charges (Varies case by case):

1. Annual rate is calculated and assessed monthly
2. Annual rate is calculated and assessed quarterly
3. Annual rate is calculated and assessed yearly

Adjustments of Contract Asset Charges (Varies case by case):

1. May retroactively recover charges when actual amounts received are materially less than what was estimated by the contractholder.
2. May increase contract asset charges when credit is given for surrender charges of prior carrier. Additionally, unique language is added in this instance.

Ranges for Contract Asset Charges (Varies case by case):

1. The expected range in contract asset charges is 0.00% - 4.00% annually / 0.00% - 0.3333% monthly, / 0.00% - 1.00% quarterly.
2. The amounts shown in the contract may be monthly percentages, quarterly percentages, or annual percentages, or any combination thereof.

Discontinuance

1. Not all contracts include discontinuance/surrender charges
2. May increase existing discontinuance/surrender charges or add discontinuance/surrender charges when credit is given for the surrender charges of prior carrier.
3. Discontinuance/surrender charges ranges are: 0.00-10.00%, for payment dates occurring in the first Deposit Year, 0.00-9.00%, for payment dates occurring in the second Deposit Year, 0.00-8.00%, for payment dates occurring in the third Deposit Year, 0.00-7.00%, for payment dates occurring in the fourth Deposit Year, 0.00-6.00%, for payment dates occurring in the fifth Deposit Year, 0.00-5.00%, for payment dates occurring in the sixth Deposit Year, 0.00-4.00%, for payment dates occurring in the seventh Deposit Year, 0.00-3.00%, for payment dates occurring in the eighth Deposit Year, 0.00-2.00%, for payment dates occurring in the ninth Deposit Year, 0.00-1.00%, for payment dates occurring in the tenth Deposit Year, and 0.00%, for payment dates thereafter

Stable Value Discontinuance Hold Periods

1. Hold period 90 days
2. Hold period 270 days
3. Hold period subject to the mandates of the underlying investment

Investment Management Charge

1. Applies to each separate account investment choice
2. Based on percentage of assets in each investment choice
3. Deducted daily
4. Ranges are: IM 0.00% – 2.00%. Admin 0.00% – 2.00%. on each investment choice

Administrative Charge

1. Applies to each separate account investment choice
2. Based on fixed or banded percentage of assets in each investment choice
3. Deducted daily
4. Ranges are: IM 0.00% – 2.00%. Admin 0.00% – 2.00%. on each investment choice

Time Periods and Asset-Level Thresholds

1. Various time periods could be variable, however in practice the time periods are fixed for the life of each contract issued, unless the contractholder specifically negotiates a different time period. We do reserve the right to make across the board time period changes, but in practice the right is rarely exercised.
2. The ranges for each time period are shown in the statement of variability.
3. Asset-level thresholds are needed in the cases where more time is needed to manage the moving around of assets or to maintain efficiencies in the administration of the contract.

Application for Group Annuity Contract and Application to Change Investment Choices

1. Our product is indirectly governed by certain requirements of the Department of Labor and the SEC.
2. With respect to required disclosure of waiting periods, investment risk and fiduciary responsibility, we made much of the language on these forms vary due to the rapidly changing environment on the proper disclosure of investments in retirement plans.
3. Due to the rapidly changing environment of the industry, different types of investments are added and deleted to the product and come with different type of rules.
4. At the time of application or at the time of change of investment choices, the applicable rules surrounding each type of investment choice is communicated to the client.
5. The application and the list of investment choices offered and selected by the applicant becomes a part of the contract.
6. It is problematic to separate the rules and guidelines and from the list of investment choices offered and selected.
7. Since the rules and guidelines are numbered, we needed to include the variability of renumbering as the rules no longer applied.
8. We will not create a rule that is not listed on the document filed.
9. The areas of the application related to State Insurance Department laws and regulations have much less variability.

Amendment to Contract

1. With respect to areas in the base contract that have been identified as variable and selected contractholder-completed fields in the Application for Group Annuity Contract, the amendment will be used to effectuate the variable language identified in the Statement of Variability. The items shown in the statement of variability represent all those areas that could be modified by amendment.
2. In this competitive market, we are frequently asked by contractholders to re-consider the pricing of their contract, based on their current group demographics. The amendment may be used to reflect updated pricing. This variation is also included in the Statement of Variability.
3. In all cases, we obtain the contractholder or trustees signature on the amendments issued or we obtain a signature authorizing the change and make the change by amendment after receiving the authorized signature.
4. This amendment will not be used to amend the contract in any way that is not described in the statement of variability.

Statement of Variability

Updated Effective October 1, 2010

FAC-CNT-07 – Funding Agreement

Table of Provisions and Endorsements: The Table of Provisions and Endorsements will vary in accordance with the applicable endorsement included.

Section I - Definition of Terms: The last sentence in the definition of Unit Class will only appear when applicable to the product offered.

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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days.**

Activity/Summary Statements. The time period for providing statements is variable. **Expected Range: Monthly/Quarterly/Annually.**

Contract Schedule: When any populated information changes on this schedule, a new schedule will be generated and delivered to the contractholder.

The following information will be electronically populated:

- Effective Date of Schedule
- Plan Name
- Contractholder
- Effective Date
- First Anniversary
- Jurisdiction
- General Account Investment Choice Indicator (yes or no)
- Expected Takeover Amount

The Table of Contract Asset Charges will be electronically populated based on the product chosen and the available options under the product. A negative amount in the Table of Contract Asset Charges represents a credit to the Contract. This statement will be included in close proximity to the Table of Contract Asset Charges, either as part of the table headings or below the table. **The expected ranges for the Contract Asset Charges will be 0% to 4.0%. We reserve the right to negotiate different ranges on a contract by contract basis for specially negotiated contracts.**

The time period for calculating the Contract Asset Charges may vary as it relates to showing **monthly, annual, or quarterly** charges.

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 all Investment Choices other than the Suspense Account, as shown in the Investment Choice Descriptions, Investment Management Charges and Administrative Charges. 1/12th of the annual CAC percentages shown in this Table of Contract Asset Charges will be applied each month. (or) The CAC percentages shown in this Table of Contract Asset Charges 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.

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 all Investment Choices other than the Suspense Account, as shown in the Investment Choice Descriptions, Investment Management Charges and Administrative Charges. 1/4th of the (or) The annual CAC percentages shown in this Table of Contract Asset Charges 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.

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 Group Annuity Contract. During the first Deposit Year, on the day the CAC is calculated, if the Contract Value, other than the Suspense Account exceeds the total estimated deposits shown in the Application for Group Annuity 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.

Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month / quarter, based on the actual balance of the Contract Value, except the Suspense Account.

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.

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

The following paragraph may not appear in some contracts and is further considered variable in regard to the percentage used to measure discrepancies between expected assets to actual assets. This percentage may vary by product and for specially negotiated contracts.

[At the end of the first Deposit Year, if the actual Deposits received, reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract, is less than [70%] of the Total Estimated Deposits shown in the Application for Contract, a Contract Asset Charge adjustment is made as follows:

This adjustment is determined in accordance with the following formula and is deducted pro rata from the Combined Balance.

A x (B - C) Where:

- *A = The sum of Deposits received for this Contract in the first Deposit Year reduced by the sum of any amounts transferred from the Contract to any other plan investment options maintained outside of the Contract.*
- *B = The Monthly Rate applicable under the Schedule above if the sum of the Deposits received in first Deposit Year reduced by the sum of any amounts transferred from the contract to any other plan investment options maintained outside of the Contract is substituted for the Combined Contract Account Balance.*
- *C = The Monthly Rate applicable based on the Total Estimated First-Year Deposits shown in the Application for Group Annuity Contract.]*

Expected Range for above percentage 50% to 100%. The percentage is fixed at 70% in Oregon.

THE TABLE HEADING OF THE CONTRACT ASSET CHARGE TABLE 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. 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. THE COMPANY MAY VARY THE RANGES IN BANDS BY THE DISTRIBUTION CHANNEL AND MAY COLLAPSE 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. A NEGATIVE PERCENTAGE REPRESENTS A CREDIT TO THE CONTRACT

Contract Asset Charge Table

<p><i>[Balance of the Contract Value, except the Suspense Account]</i> <i>[Balance of the Contract Value, except for the Suspense Account, all employers participating in the Contract]</i> <i>[Balance of the Contract Value, except the Suspense Account, for assets of each individual employer participating in the Contract and not in the Aggregate]</i></p>	<p align="center"><i>[Monthly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>	<p align="center"><i>[Quarterly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>	<p align="center"><i>[Annual Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>
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When the Contract Asset Charge is a fixed percentage and is only applicable to a limited time period the fixed percentage and time period is variable. **The expected range for a fixed Contract Asset Charge is 0% to 4.0%. The expected range for the time period applicable is 0-10 years.** We reserve the right to negotiate different ranges on a contract by contract basis for specially negotiated contracts.

Make-Up Amount: This amount varies in accordance with the benefit given for recovery. Changes to this information will be effectuated by producing a revised schedule. **Expected Range: up to the amount charged by the prior carrier.**

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, except for the Suspense Account, as defined in the Contract.

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 are considered.

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

The table heading of the contract asset charges table 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. 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. The company may vary the ranges in bands by the distribution channel and may collapse 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. A negative percentage represents a credit to the Contract

Contract Asset Charge Table

<p><i>[Balance of the Contract Value, except the Suspense Account]</i> <i>[Balance of the Contract Value, except for the Suspense Account, all employers participating in the Contract]</i> <i>[Balance of the Contract Value, except the Suspense Account, for assets of each individual employer participating in the Contract and not in the Aggregate]</i></p>	<p align="center"><i>[Monthly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>	<p align="center"><i>[Quarterly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>	<p align="center"><i>[Annual Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i></p>
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The determination of the discontinuance value may be variable by the product chosen and the available options under the product. The state of Oregon has a unique Discontinuance Charge Percentage table. Changes to this information will be effectuated by producing a revised schedule. If the contract has a surrender charge, which would apply to all investment choices under the contract, then **the expected ranges are as follows:**

Discontinuance Charge Percentages

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

(Oregon) Discontinuance Charge Percentages

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

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

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

<Choice 1> (Same method, reworded for readability ease)

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 investment choice 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 stable value investment choice 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.]

<Choice 2> (Now with ranges in processing fee.)

The value of the Stable Value Fund 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.]

<Choice 3> New

[[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] 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. A penalty may apply for early withdrawal. 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.]

We reserve the right to change the above language if requested by an investment company of the underlying investment.

The Investment Choice Descriptions Investment Management Charges and Administrative Charges section 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.

It further varies in accordance with the applicable Investment Management Charges and Administrative Charges of each Separate Account. **Expected Range: Up to the amount charged the company plus 2%**

The Administrative Charges applied for a Graded Investment Account Class may vary in accordance with the applicable banding of assets established by the company. **Expected Range: Up to the amount charged the company plus 3.0%**

The Caveat for Investment Choices fee/credit and expenses of underlying investment(s) may vary according to the underlying investment, as applicable.

FAC-END CAC-07 – Endorsement for Contract Asset Charges and Fees

Additional Fees. The provision for additional fees will only appear when applicable.

Change in Charges. The time period of 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days in Oregon.**

FAC-END-DISC-07 – Endorsement for Discontinuance and Termination

Our Right to Effect Discontinuance. The time period for notifying Contractholders of Contract discontinuance is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days in Oregon.**

Our Right to Effect Discontinuance. Subsection 6. 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: \$5,000 to \$20,000. Fixed at \$20,000 in Oregon.**

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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days in Oregon.**

FAC-END-GAIC-07 – Endorsement for General Account Investment Choice (GAIC)

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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days.**

Limitation on Transfers from the GAIC. The time period by which we may delay a Participant directed transfer from the GAIC to an outside competing fixed fund is variable. **Expected Range: 30-180 days. For Oregon the period is up to 90 days.**

FAC-END-ICC-07 – Endorsement for Separate Account Investment Choices and Related Charges

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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days for Oregon.**

Fixed Administrative Charge. 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days for Oregon.**

Banded Administrative Charge. The provision for banded administrative charges is variable. This provision will only appear when applicable to the product offered. 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-30 days. Fixed at 30 days for Oregon.**

FAC-END-ICDEL-07 – Endorsement to Add and Delete Investment Choices

Transamerica Initiated Investment Choice Deletions: 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 1-6 months.**

FAC-END-PMT-07 – Endorsement For Payment of Plan Benefits

None

FAC-END-SUS-07 – Endorsement For Suspense Account

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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 1-5 days**

FAC-END-WITH-07 – Endorsement For Withdrawals

Benefit Withdrawals. The time period for paying out withdrawals requested by the Contractholder or Participant is variable. For existing contractholders, any change to this time period will be effectuated by using Amendment form FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-90 days. The minimum time period is 30 days in Oregon.**

Requirement 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 5-15 days. Fixed at 15 days for Oregon.**

Delay of 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-90 days. Fixed at 30 days for Oregon.**

Delay of 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 10-90 days. Fixed at 30 days for Oregon.**

contractholders, the provision will be modified accordingly. **Expected Range: 10-90 days. The minimum time period is 30 days for Oregon.**

Delay of 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 FAC-AMEND-07. For new contractholders, the provision will be modified accordingly. **Expected Range: 0-20% or 5,000,000 to 20,000,000. The values for Oregon are fixed 30 day hold/at 20% or \$20,000,000 on the 30th day prior to the withdrawal/transfer. This provision is not variable in Oregon.**

FAC-AMEND-07 - Amendment to Contract

This amendment will be used to:

- Amend the contract as requested by the Contractholder;
- Contractually change information on the Application for Contract when such information changes are required after the application is submitted and before the contract is issued.
- Change Variable information in the Contract.
- Exercise Contractual rights of the Company such as deleting and adding Investment Choices
- Amend the contract to administer guidelines for fund withdrawals/restrictions mandated by fund companies (including any fee-based withdrawals/restriction), or to establish or re-establish fund related Company guidelines for fund withdrawal /restrictions (Including any fee-based restriction/guidelines).

A detailed list of possible variations is shown below:

- *The name of the Contractholder is changed to: _____*
- *The name of the plan is changed to: _____*
- *The Estimated First Year Deposits in the form of Annual Plan Contributions indicated in the Application for Contract are changed to: _____*
- *The Estimated Takeover Amount (including rollovers from individual Participants) to be received from an existing plan indicated on the Application for Contract is changed to: _____*
- *The expected number of participants indicated on the Application for Contract is changed to: _____*
- *The Estimated Average Participant Balance indicated on the Application for Contract is changed to: _____*
- *The estimated amount of penalty imposed by the replaced Plan investment indicated on the Application for Contract is changed to: _____*
- *The following Investment Choice(s) is/are hereby selected to be established under the Contract: ____*
- *The following Investment Choice(s) is/are hereby deleted from the Contract: _____*
- *The Contract Asset Charges shown in the Contract are hereby deleted and replaced with the following and are calculated and applied as shown: _____*
- *The following Table of Surrender Charges applies to any partial or total discontinuance and applies to all contract accounts(unless otherwise stated in the table), and replaces any Table of Surrender Charges under the contract and are calculated and applied as shown: _____*
- *The following change(s) have been made in accordance with the Contractholder's request: _____*
- *The time period for notifying the Contractholder of the deletion of an Investment Choice is hereby changed to ____*
- *The time period for paying out withdrawals requested by the Contractholder or Participant is hereby changed to _____*
- *The time period for notice of impending audit of Contractholder records is hereby changed to _____*
- *The Prior time period tracked for withdrawals is hereby changed to _____*
- *The time period for the delay of a withdrawal that exceeds company guidelines is hereby changed to _____*
- *The criteria amounts for the delay of withdrawal or transfer is hereby changed to ____*
- *The time period of advance written notice of any change in charges under the contract is hereby changed to _____*
- *The time period for notifying Contractholders of Contract discontinuance is hereby changed to _____*
- *The minimum amount required for the Contractholder's Contract Value is hereby changed to _____*
- *The time period required for the contractholder to make a payment election upon discontinuance is hereby changed to ____*
- *The time period in which the company will effectuate payment of the General Account Investment Choice under the contract is hereby changed to _*
- *The time period in which the company will effectuate payment of the Investment Choices under the contract is hereby changed to _____*
- *The time period required by the company for the contractholder to furnish copies of any amendment to the retirement plan or annual reports is hereby changed to ____*
- *The time period for providing statements is hereby changed to: _____.*
- *With respect to Crediting Interest to the General Account Investment Choice, the time period for which the company may declare interest is hereby changed to ____*
- *With respect to Investment Choices under the Contract, the time period for written notice to which notifies the contractholder of changes in investment management charges under the contract, is hereby changed to _____*

- *With respect to Investment Choices under the Contract, the time period for written notice to which notifies the contractholder of changes in administrative charges under the contract, is hereby changed to _____*
- *The Makeup Amount given for this Contract is established as: _____*
- *The underwriting guidelines for continued qualification for the Make-up amount are: _____*
- *The initial assumptions used to determine the fees and charges under this contract are: _____*
- *The assumptions used to determine the fees and charges under this contract are hereby changed to: _____*
- *The Effective Date of the Contract is hereby change to: _____*
- *The guidelines for establishing and changing a default Investment Choice are hereby added to the Contract as follows: _____*
- *For the purpose of controlling trade practices that may adversely affect the Investment Choices offered under the Contract, Transamerica reserves the right to:*