

SERFF Tracking Number: AEGA-127354023 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Filing at a Glance

Company: Transamerica Life Insurance Company

Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710 SERFF Tr Num: AEGA-127354023 State: Arkansas

TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved- Closed State Tr Num: 49476

Sub-TOI: A03G.002 Flexible Premium Co Tr Num: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710 State Status: Approved-Closed

Filing Type: Form

Author: Gail Sullivan

Date Submitted: 08/08/2011

Reviewer(s): Linda Bird

Disposition Date: 08/11/2011

Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: Secure Path for Life Group Variable Annuity Certificate

Project Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Group Market Type: Other

Overall Rate Impact:

Deemer Date:

Submitted By: Gail Sullivan

Filing Description:

Re: Transamerica Life Insurance Company

NAIC # 468 – 86231

Form CSPLIRA TLIC11 - Group Variable Annuity Certificate

Form AE 1300 0710 – Traditional IRA Endorsement

Form AE 1301 0710 – Roth IRA Endorsement

SERFF Tracking # - AEGA-127354023

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 08/02/2011

Domicile Status Comments: Iowa is home state

Market Type: Group

Group Market Size: Small and Large

Explanation for Other Group Market Type: IRA

Filing Status Changed: 08/11/2011

State Status Changed: 08/11/2011

Created By: Gail Sullivan

Corresponding Filing Tracking Number:

SERFF Tracking Number: AEGA-127354023 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Dear Sir or Madam:

Please find attached the above referenced forms for your review and approval. These are new forms and are not intended to replace any form previously approved by your Department.

The attached SecurePath for Life certificate form CSPLIRA TLIC11 provides a guaranteed lifetime withdrawal benefit under group annuity IRA Contract PSPLIRATLIC issued to Massachusetts Fidelity Trust Company, Custodian. The group IRA Contract was approved in Iowa effective 12-21-2010.

This attached certificate form is similar to form PSPL10TLICNC, a group annuity contract containing SecurePath for Life that was approved by your Department on 09/07/2010 for use with retirement plans.

Also attached are two IRA endorsements which establish the IRAs; there is one endorsement which reflects Traditional IRA provisions (AE 1300 0710) and one endorsement which reflects Roth IRA provisions (AE 1301 0710).

A statement of variability is attached which shows the ranges of values that are bracketed (i.e., variable) within the certificate.

We would appreciate your review and subsequent approval of these forms.

Company and Contact

Filing Contact Information

Gail Sullivan, gsullivan@aegonusa.com
4333 Edgewood Road, NE 319-355-2446 [Phone]
MS 4280 319-355-6820 [FAX]
Cedar Rapids, IA 52499

Filing Company Information

Transamerica Life Insurance Company CoCode: 86231 State of Domicile: Iowa
4333 Edgewood Road, NE Group Code: 468 Company Type:
Cedar Rapids, IA 52499 Group Name: State ID Number:
(319) 355-8511 ext. [Phone] FEIN Number: 39-0989781

Filing Fees

Fee Required? Yes
Fee Amount: \$150.00

SERFF Tracking Number: AEGA-127354023 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Retaliatory? No
Fee Explanation: price per form \$50x3
Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Life Insurance Company	\$150.00	08/08/2011	50431150

SERFF Tracking Number: AEGA-127354023 State: Arkansas
Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	08/11/2011	08/11/2011

SERFF Tracking Number: *AEGA-127354023* *State:* *Arkansas*
Filing Company: *Transamerica Life Insurance Company* *State Tracking Number:* *49476*
Company Tracking Number: *CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710*
TOI: *A03G Group Annuities - Deferred Variable* *Sub-TOI:* *A03G.002 Flexible Premium*
Product Name: *CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710*
Project Name/Number: *Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710*

Disposition

Disposition Date: 08/11/2011

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number: AEGA-127354023 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
 Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Actuarial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Submission Letter		Yes
Form	Group Variable Annuity Certificate		Yes
Form	Treaditional IRA Endorsement		Yes
Form	Roth IRA Endorsement		Yes

SERFF Tracking Number: AEGA-127354023 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
 Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Form Schedule

Lead Form Number:

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	CSPLIRA TLIC11	Policy/Cont Group Variable ract/Fratern Annuity Certificate al Certificate	Initial			CSPLIRA TLIC11 - Clean Bracketed copy.pdf
	AE 1300 0710	Policy/Cont Treaditional IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AE 1300 0710 -(TLIC) IRA Endorsement. pdf
	AE 1301 0710	Policy/Cont Roth IRA ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial			AE 1301 0710 - (TLIC) ROTH Endorsement. pdf



TRANSAMERICA LIFE INSURANCE COMPANY

A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
4333 Edgewood Road N.E.
Cedar Rapids, Iowa 52499
(319)355-8511

Transamerica Life Insurance Company (hereinafter referred to as TLIC) is issuing this Certificate under the group annuity contract shown below:

CONTRACTHOLDER: Massachusetts Fidelity Trust Company, Custodian
CONTRACT NO.: TN069390

CERTIFICATE DATE: [July 1, 2011]
CERTIFICATE NO.: [XXXXXXXX]
PARTICIPANT NAME: [John Doe]

TLIC will pay the benefits provided in this Certificate, subject to the provisions on this and the following pages of this Certificate. The provisions of this Certificate are set forth in the following order:

- | | |
|-------------|-------------------------------------------|
| Article 1. | Definitions |
| Article 2. | Contributions |
| Article 3. | Charges |
| Article 4. | Operation of the Pooled Account |
| Article 5. | Guaranteed Lifetime Withdrawal Benefit |
| Article 6. | Withdrawals and Transfers |
| Article 7. | Administration |
| Article 8. | Annuities |
| Article 9. | Death Benefits |
| Article 10. | Beneficiary Provisions and Joint Coverage |
| Article 11. | Modification of Certificate |
| Article 12. | General Provisions |

FREE LOOK

You may return this Certificate to our office for a refund within ten days after you receive it, or longer if required by applicable law or regulation. It can be mailed or delivered to us at [4333 Edgewood Rd NE, Cedar Rapids, IA 52499.] The amount of the refund will be the amount required to be returned in accordance with applicable law.

ALL VALUES PROVIDED BY THIS CERTIFICATE, WHERE BASED ON THE EXPERIENCE OF A SEPARATE ACCOUNT, ARE VARIABLE AND ARE NOT GUARANTEED AS TO DOLLAR AMOUNT.

[Brenda Clancy] President

Countersignature

[Craig D. Vermie] Secretary

Non-Participating IRA Group Variable Annuity Certificate

Article 1. DEFINITIONS

For purposes of this Certificate, the following definitions shall apply:

1.1 "1940 Act"

The Investment Company Act of 1940, as amended.

1.2 "Account Value"

The total value of an Account, equal to the sum of the values of the investment in a Variable Investment Option.

1.3 "Accumulation Period"

The Accumulation Period is the period during which you may make Contributions into your Participant Account.

1.4 "Age"

Age is determined as of your last birthday.

1.5 "Annual Period"

Each Annual Period for purposes of withdrawal of the Guaranteed Income Amount runs from the date of your birthday to the last Business Day immediately preceding your next birthday.

1.6 "Annual Step-Up"

The date that your Income Base is increased to your Account Value if the Account Value is greater than the Income Base. This occurs as of your birthday each year or, if that day is not a Business Day, then the next Business Day immediately after your birthday.

1.7 "Annuitant"

An individual (you or your beneficiary) for whom an annuity has been purchased from TLIC.

1.8 "Annuity Purchase Date"

The date as of which an annuity has been purchased on behalf of an Annuitant.

1.9 "Beneficiary"

The person(s) or entity that you select to receive the Death Benefit.

1.10 "Business Day"

A day on which the New York Stock Exchange is open for business. A Business Day ends as of the close of regular trading on the New York Stock Exchange (generally 4:00 p.m. Eastern Time). Business Day may close earlier than 4:00 p.m. Eastern Time if regular trading on the New York Stock Exchange closes earlier.

1.11 “Code”

The Internal Revenue Code of 1986, as amended from time to time.

1.12 “Certificate”

This agreement between TLIC and the Certificateholder.

1.13 “Certificateholder”

The person to whom TLIC has issued this Certificate.

1.15 “Contributions”

The amounts you contribute to the SPL subject to the applicable IRA provisions.

1.16 “Excess Withdrawal”

A withdrawal that reduces your Income Base. Prior to the Lock-In Date, all withdrawals are Excess Withdrawals. After the Lock-In Date, a withdrawal in excess of the Guaranteed Income Amount for an Annual Period will constitute an Excess Withdrawal, subject to the exception provided in Section 6.2.

1.17 “Guaranteed Income Amount”

An amount that you may withdraw each Annual Period for your life (or if you have elected joint coverage, for the lives of you and your spouse) without reducing the Income Base. The Guaranteed Income Amount equals your Guaranteed Income Rate multiplied by the Income Base, and will be adjusted to reflect subsequent Contributions, an Income Base Adjustment due to an Excess Withdrawal, and changes in the Income Base as of the Annual Step-Up.

1.18 “Guaranteed Income Rate”

The percentage of the Income Base used to determine the Guaranteed Income Amount for an Annual Period. The Guaranteed Income Rate is determined under Section 5.4 based upon your age as of the Lock-In Date, or based upon the age of the younger of you or your spouse, if joint coverage is elected on the Lock-In Date.

1.19 “Income Base”

Initially equal to your Plan Income Base, and subsequently adjusted for (i) additional Contributions, (ii) Income Base Adjustments caused by withdrawals and transfers out of your Participant Account that constitute Excess Withdrawals, and (iii) any Annual Step-Ups.

1.20 “Income Base Adjustment”

The amount by which the Income Base is reduced with respect to an Excess Withdrawal as provided in Section 5.7.

1.21 “Incremental Contribution”

A Contribution that exceeds any outstanding Excess Withdrawal(s) at the time of Contribution.

1.22 “IRA”

The Code Section 408(b) Traditional IRA and/or the Code Section 408A Roth IRA.

1.23. “Lock-In Date”

The Business Day that you elect (or have elected) to lock in the Guaranteed Income Amount under this Certificate or under the SPL Plan Interest, as applicable.

1.24 “Maturity Date”

Your 105th birthday, or such earlier Maturity Date as required under applicable law.

1.25 “Participant”

An individual who is participating under the IRA and for whom a Participant Account is being maintained under the Contract.

1.26 “Participant Account”

The account maintained by TLIC under the Contract for you with respect to funds held on your behalf and which reflects the total value of your interest in a Variable Investment Option.

1.27 “Plan Income Base”

The income base (or that portion thereof reasonably attributable to Roth and pre-tax contributions, as applicable, made to your Plan SPL Interest) established under your Plan SPL Interest as of the close of business on the date of the transfer of funds for the Rollover Contribution.

1.28 “Rollover Contribution”

A Contribution consisting of an eligible rollover distribution of all or any portion of the balance of your interest in an eligible retirement plan.

1.29 “SEC”

Securities and Exchange Commission.

1.30 “Secure Path for Life (“SPL”)

Pooled Account No. 44, a separate investment account established by TLIC in accordance with Iowa law for the investment of amounts allocated to it under the Contract and other group contracts issued by TLIC and which is registered with the SEC as a unit investment trust under the 1940 Act.

1.31 “SPL Plan Interest”

Your interest in SPL held in an eligible retirement plan.

1.32 “Target Date Funds”

The Vanguard Target Retirement Funds, which are registered mutual funds made available by the Vanguard Group.

1.33 “Underlying Funds”

The registered mutual funds that are purchased by the Variable Investment Options pursuant to the terms of the Contract, including the Target Date Funds.

1.34 “Unit”

The measure by which the value of your interest in a Variable Investment Option is determined. The value of a Unit may increase or decrease and is not guaranteed.

1.35 “Variable Investment Option”

A subaccount of Pooled Account No. 44 which invests in the applicable corresponding Underlying Fund.

Article 2. CONTRIBUTIONS

2.1. Contributions

Our issuance of this Certificate represents our acceptance of your initial Rollover Contribution of your SPL Plan Interest. You may make additional Contributions to the SPL under this Certificate in accordance with the provisions of the applicable IRA and this Certificate, subject to a minimum contribution amount of \$2,000 (applied at the time of each Contribution).

2.2. Allocation of Contributions

Upon receipt by TLIC of necessary allocation information, Contributions which are received by TLIC for you will be allocated to the applicable Variable Investment Option under the terms of the applicable IRA and this Certificate. Upon electing to invest in the SPL, your Contributions shall be invested in the applicable Variable Investment Option listed on Appendix A according to your birth year. Each Variable Investment Option in turn invests in the Underlying Fund listed on Appendix A. You may not select another Variable Investment Option available under the Contract, and cannot transfer to another Variable Investment Option.

2.3. Minimum Contribution after Lock-In Date

After you elect a Lock-In Date pursuant to Article 5, you may make additional Contributions to your Participant Account, subject to a minimum Contribution of \$2,000.

2.4. Restrictions on Contributions after a Complete Withdrawal

You may not make new Contributions to the SPL for up to one year after a complete withdrawal out of SPL.

Article 3. CHARGES

3.1. Guaranteed Income Benefit Charge

A Guaranteed Income Benefit Charge of [0.90%] is currently charged daily against the assets allocated to the Variable Investment Options. The Guaranteed Income Benefit Charge relates to the guaranteed lifetime withdrawal benefit provided under the Contract. TLIC reserves the right, by giving the Certificateholder 90 days advance written notice, to increase the Guaranteed Income Benefit Charge at any time at its sole discretion. The Guaranteed Income Benefit Charge may not be changed more frequently than once in a calendar year, nor will the Guaranteed Income Benefit Charge exceed [1.40%] on an annual basis unless otherwise approved by the Iowa Insurance Department and if applicable, the SEC.

3.2. Mortality and Expense Risk and Administrative Fees

A combined Mortality and Expense Risk and Administrative Fee of [0.55%] is charged daily against the assets allocated to the Variable Investment Options.

3.3. Underlying Fund Expenses

Variable Investment Options invest in corresponding Underlying Funds. Those Underlying Funds charge fees that are in addition to the fees and charges under the Contract. Accordingly, the Variable Investment Options of the SPL incur these expenses as they invest in the Underlying Funds. These fees affect the market value of the Variable Investment Options, but are not charges directly imposed under the Contract.

3.4. Contract Charge

TLIC reserves the right to deduct an annual contract charge not to exceed \$50.00 from your Participant Account to reimburse TLIC for administrative expenses.

3.5. Third Party Charges

In the event TLIC incurs third party charges, these charges will be deducted directly from your Participant Account. These charges may include but are not limited to (a) charges for checks returned for insufficient funds or (b) charges for overnight delivery requested by you.

Article 4. OPERATION OF POOLED ACCOUNT NO 44

4.1. General

All amounts allocated to the SPL are owned by TLIC and although the assets therein are the property of TLIC, your rights and all rights of the Contractholder in such assets are as defined in the Contract and this Certificate. Income, gains and losses whether or not realized from assets allocated to the SPL shall be credited or charged against the SPL without regard to other income, gains or losses of TLIC. The assets in the SPL may not be charged with liabilities which arise from any other business of TLIC.

4.2. Variable Investment Options

Each Variable Investment Option of the SPL, pursuant to its fundamental investment objective and its investment policies, will invest all of its investable assets in the Underlying Funds. TLIC may, at its sole discretion, establish new Variable Investment Options of the SPL or eliminate one or more such Variable Investment Options if marketing needs, tax considerations or investment conditions warrant. Any new Variable Investment Options may be made available to existing Certificateholders on a basis to be determined by TLIC. TLIC has the right to amend Appendix A by providing written notice to the Certificateholder to reflect changes made pursuant to this Section 4.2.

4.3. Valuation

The value of a Unit on a Business Day for each Variable Investment Option of the SPL equals the net asset of value of the Variable Investment Option, minus liabilities, if any, accrued on that Business Day, divided by the total number of Units outstanding in that Variable Investment Option on such Business Day.

Article 5. GUARANTEED LIFETIME WITHDRAWAL BENEFIT

5.1. Withdrawals of Guaranteed Income Amount

TLIC guarantees that you may take withdrawals each Annual Period starting at the Lock-In Date until your death, in an amount equal to the Guaranteed Income Amount. If you elect joint coverage as described in Section 5.9, then TLIC guarantees that you may take withdrawals each Annual Period starting at the Lock-In Date until the later of the death of you or your spouse.

5.2. Withdrawals of Guaranteed Income Amount when the Account Value Equals Zero

TLIC will make one or more payments each Annual Period from its general account that in the aggregate will equal the Guaranteed Income Amount if your Account Value has been reduced to zero, and your Guaranteed Income Amount is greater than zero on or after the Lock-In Date.

5.3. Calculation of Guaranteed Income Amount

If you had not elected a Lock-In Date prior to making a Rollover Contribution to this Certificate, your Guaranteed Income Amount equals zero until a Lock-In Date is elected. After a Lock-In Date has been elected (either prior to or after the Rollover Contribution), the Guaranteed Income Amount on any Business Day equals the Income Base multiplied by the Guaranteed Income Rate in effect as of the close of that Business Day.

5.4. Calculation of Guaranteed Income Rate

Your Guaranteed Income Rate shall initially be determined on your Lock-In Date. The Guaranteed Income Rates currently in effect are set forth in the Guaranteed Income Rate Table in Appendix B. If you elect single coverage, your Guaranteed Income Rate shall equal the applicable percentage associated with: (i) your age on the Lock-In Date, and (ii) your election of single coverage. If you elect joint coverage, your Guaranteed Income Rate shall equal the applicable percentage associated with: (i) the age of the younger of you or your spouse on the Lock-In Date, and (ii) the election of joint coverage. Changes in the Guaranteed Income Rate Table pursuant to Section 5.5. and Contributions after the Lock-In Date pursuant to Section 2.4 shall cause a blended Guaranteed Income Rate pursuant to Section 5.6.

5.5. Changes in Guaranteed Income Rate Table

TLIC reserves the right to change the Guaranteed Income Rate table set forth on Appendix B at any time upon at least 30 days' prior written notice. Any change to the Guaranteed Income Rate table applies to future Contributions to the Certificate. In the event you have made Contributions before and after changes have been made to the Guaranteed Income Rate table, TLIC shall establish a blended Guaranteed Income Rate at the Lock-In Date pursuant to Section 5.6 below.

5.6. Blended Guaranteed Income Rate

You shall receive a blended Guaranteed Income Rate if (i) you make an Incremental Contribution to SPL after a change in the Guaranteed Income Rate Table pursuant to Section 5.5, and/or (ii) you make an Incremental Contribution to SPL after the Lock-In Date at an age that would qualify you to receive a different Guaranteed Income Rate. The blended Guaranteed Income Rate shall equal (i) the sum of (A) all Incremental Contributions (prior to giving effect to the new Incremental Contribution) multiplied by the first Guaranteed Income Rate, plus (B) the additional Incremental Contribution multiplied by the Guaranteed Income Rate applicable based on the current Guaranteed Income Rate table and your age at the time of the Incremental Contribution; (ii) divided by the sum of all Incremental Contributions.

5.7. Calculation of Income Base

Upon making a Rollover Contribution to the SPL, your Income Base is equal to your Plan Income Base. Thereafter, the Income Base is (i) increased by the value of each subsequent Contribution, and (ii) increased to the Account Value at the Annual Step-Up if the Account Value is greater than the Income Base as of the Business Day of the Annual Step-Up. The Income Base is reduced by the amount of the Income Base Adjustment as a result of each Excess Withdrawal. The Income Base Adjustment equals the greater of (a) the amount of the Excess Withdrawal, or (b) the amount of the Excess Withdrawal multiplied by the ratio of the Income Base (prior to the Excess Withdrawal) over the Account Value (before Your Account Value is reduced by the amount of the Excess Withdrawal). Transactions effecting a change in Your Income Base will be reflected in the Income Base calculation generally within 48 hours. Participants that make Contributions within 48 hours of a scheduled withdrawal of the Guaranteed Income Amount will not see any applicable increase in the Guaranteed Income Amount reflected until the next scheduled Guaranteed Income Amount withdrawal.

5.8. Election of Lock-In Date

If you had elected a Lock-In Date prior to making a Rollover Contribution to this Certificate, such election shall continue in full force and effect under the terms of this Certificate. If you are seeking to elect a Lock-In Date and start withdrawals of the Guaranteed Income Amount after making a Rollover Contribution, a you must (i) attain age 55 (and a spouse must attain age 50 for You to elect a Lock-In Date under joint coverage); and (ii) be eligible to receive a Guaranteed Income Amount equal to at least \$250. At the Lock-In Date, you must: (i) establish joint or single life coverage; and (ii) establish the automated payment schedule for withdrawals of the Guaranteed Income Amount. You will give TLIC written notice whenever you elect to establish a Lock-In Date pursuant to the applicable election form provided by TLIC.

5.9. Joint Coverage

If you had elected a Lock-In Date prior to making a Rollover Contribution to this Certificate, your election of joint or single life coverage shall continue in full force and effect under the terms of this Certificate. If you are seeking to elect a Lock-In Date after making a Rollover Contribution, you may elect joint coverage provided that you have attained the minimum age of 55 years old, and your spouse is at least 50 years old, on the Lock-In Date. There is no additional charge for joint coverage, but: (i) a lower Guaranteed Income Rate will apply if you elect joint coverage, and (ii) the Guaranteed Income Rate will be based on the age of the younger of you or your spouse. Under joint coverage, your spouse may continue to receive withdrawals of the Guaranteed Income Amount for his or her life pursuant to Section 10.3. Joint coverage can only apply to you if you are legally married on the Lock-In Date. TLIC may require proof of marriage and your spouse's birth certificate in order to establish joint coverage. The election to establish joint coverage and the designation of the spouse that is the beneficiary of the joint coverage is irrevocable after the Lock-In Date. You may not add or remove joint coverage after the Lock-In Date, including a Lock-In Date established prior to making a Rollover Contribution to this Certificate.

Article 6. WITHDRAWALS AND TRANSFERS

6.1. Participant Withdrawals

You shall have the right to direct TLIC by written notice, in a form and method acceptable to us, that all or a portion of your Account Value be withdrawn and paid to you, or to a successor funding agent on your behalf. Such payment shall be made in cash within seven days after receipt of such notice except that such payment may be deferred to the extent as may be permitted under applicable federal or state laws, rules and regulations. In determining the value of the Units to be withdrawn as provided above, the date used will be the Business Day you specified with respect to such withdrawal but in no event earlier than the Business Day on which your request is received by TLIC. A withdrawal shall be an Excess Withdrawal that reduces your Income Base pursuant to Section 5.7 if: (i) the withdrawal is made prior to the Lock-In Date; or (ii) the withdrawal is made after the Lock-In Date and is in excess of the Guaranteed Income Amount for the Annual Period, subject to the exception provided in Section 6.2.

6.2. Required Minimum Distributions

If you elect the automatic required minimum distribution withdrawal feature at the Lock-In Date or thereafter, TLIC shall determine the amount you would need to take as a withdrawal to comply with the requirements of Section 401(a)(9) for the applicable calendar year (“RMD Amount”) with respect to your Account. TLIC shall then make a distribution to you such that the total of such distribution and the Guaranteed Income Amount payments equal the applicable RMD Amount. Such an additional distribution made pursuant to this Section 6.2 shall not constitute an Excess Withdrawal by you for purposes of this Certificate.

6.3. Other Withdrawals

TLIC may make withdrawals from your Participant Account for charges for services described in Section 3.5.

Article 7. ADMINISTRATION

7.1. Information to be provided to TLIC

TLIC is entitled to rely conclusively upon all information you furnish and will be fully protected in acting in accordance with any written instruction or other communication believed to be genuine.

7.2. Participant Statements and Reports

No less frequently than each calendar quarter, you will receive a statement or report which indicates the total amount of Contributions to and distributions from your Participant Account during such period, the total amount available in the SPL at the end of such period, the amount of Income Base and, if applicable, the Guaranteed Income Amount.

Article 8. ANNUITIES

8.1. Forms of Annuity

The forms of annuity shall be those made available by TLIC. These forms shall include, but need not be restricted to (1) life annuity with a period certain of 5 or 10 years, (2) life annuity with no period certain, (3) a contingent annuity.

8.2. Fixed Annuity Benefit

You may elect to withdraw all or a portion of the value of your Participant Account and apply such amount to the purchase of a fixed annuity benefit. The value of your Participant Account which is to be used to purchase a fixed annuity benefit shall be withdrawn from the applicable Variable Investment Option as of the Business Day coincident with or next following receipt by TLIC of written notice. As of your Annuity Purchase Date, the amount withdrawn shall be reduced by any premium taxes, if applicable, and the remainder applied to purchase a fixed annuity benefit. The amount of the annuity benefit will be determined by (1) the amount applied to purchase the annuity, (2) the form of annuity elected, and (3) the non-participating single premium immediate group annuity purchase rates in effect on the Annuity Purchase Date. However, in no event will such annuity purchase rates declared by TLIC result in an annuity benefit that is less than (i) an annuity benefit determined in accordance with the Annuity Purchase Rate Table in Appendix C of this Certificate, or (ii) the non-participating single premium immediate group annuity purchase rates in effect on the Annuity Purchase Date for Certificates in the same class of Certificates as this Certificate, whichever provides a higher annuity benefit.

8.3. Restrictions on Election of Annuity Options

An annuity benefit may not be elected if it would provide an annuity benefit of less than \$20 per month.

8.4. Maturity Date

Upon the Maturity Date, your Certificate will automatically mature, and you shall automatically be converted to a Life Annuity (for single life coverage) or a Contingent Annuity (for joint coverage) providing annual income equal to the Guaranteed Income Amount on the Maturity Date.

Article 9. DEATH BENEFITS

9.1. Payment of Participant Account

If you die prior to the commencement of benefits and while your Participant Account is still being maintained under this Certificate, your Account Value shall be distributed to your beneficiary in a single sum or periodic cash distributions, or applied to purchase an annuity, as elected by the beneficiary in writing subject to the provisions of this Certificate. In addition, if you elected joint coverage, your surviving spouse that is your beneficiary shall be eligible to continue investing in the SPL.

Article 10. BENEFICIARY PROVISIONS AND JOINT COVERAGE

10.1. Designation and Change of Beneficiary

You may designate a beneficiary to receive any payment of a death benefit due upon your death and may subsequently change the beneficiary designation. Such designation or change will take effect upon receipt by TLIC of written notice of the designation or change. If you elect joint coverage on the Lock-In Date pursuant to Section 5.9, your spouse must be named as the Beneficiary of the Participant Account as of the Lock-In Date.

10.2. Payment of Death Benefit to Beneficiary

Before making payment of a death benefit to a beneficiary, TLIC shall require proof of death. Payment of a death benefit to a beneficiary as provided in this Certificate shall be made in accordance with the beneficiary designation in effect at the time of death.

10.3. Payment of Guaranteed Income Amount to Spouse after Your Death

If you elect joint coverage at the Lock-In Date, your spouse may continue to receive withdrawals of the Guaranteed Income Amount for his or her life in lieu of taking payment of the Account Value as a lump-sum. The Guaranteed Income Amount shall not be available to your spouse after your death if, on the date of your death: (i) the spouse elected on the Lock-In Date has died; (ii) you and the spouse elected on the Lock-In Date are no longer legally married; or (iii) the spouse elected on the Lock-In Date is no longer your beneficiary.

10.4. Absence of Beneficiary Designation

If no beneficiary designation is in effect at the time of your death, TLIC may, at its option, make payment to your estate.

Article 11. MODIFICATION OF CERTIFICATE

11.1. Changes in Operation of Separate Account

Subject to compliance with applicable laws and, when required by law, approval of the Contractholder and/or You and any appropriate regulatory authority, TLIC reserves the right to make the following changes:

- (1) To operate the Variable Investment Options in any form permitted under the 1940 Act or in any other form permitted by law;
- (2) To take any action necessary to comply with or obtain and continue any exemptions from the 1940 Act;
- (3) To transfer any assets invested in a Variable Investment Option to another Variable Investment Option or to one or more separate accounts, or to add, combine or remove Variable Investment Options;
- (4) To substitute, for the interests of the Underlying Funds held by any of the Variable Investment Options, interests in another investment company or any other investment permitted by law; and
- (5) To make any necessary technical changes in the Certificate in order to conform with any of the above described actions or as may be required or permitted by applicable laws affecting, the SPL and/or the Certificate.

Article 12. GENERAL PROVISIONS

12.1. Certificate

This Certificate has been issued in consideration of and in reliance on the Certificateholder's application and all representations made therein. This Certificate, attached Appendices and attached Addendums constitute the entire contract between TLIC and the Certificateholder.

Only the President, the Secretary or a Vice President of TLIC has the authority to modify, enlarge or vary this Certificate, or to waive any requirement or provision thereof.

12.2. Amendment of Certificate

This Certificate may be amended by TLIC as provided by its terms or by agreement between TLIC and the Certificateholder.

No amendment of the terms of this Certificate shall be effective unless agreed to by TLIC in writing signed by the President, the Secretary or a Vice President of TLIC and, unless otherwise provided for by the terms of this Certificate, agreed to in writing by the Certificateholder. In any event, however, TLIC reserves the right to amend this Certificate to conform its provisions to applicable Federal and State law, subject to regulatory approval.

No Participant or other person has any right of approval of any action amending or suspending this Certificate. No amendment of this Certificate shall affect annuity benefits purchased under this Certificate prior to the effective date of such amendment.

12.3. Meaning of "Receipt by TLIC"

Any provision in this Certificate requiring "receipt by TLIC" or "received by TLIC", or "direct TLIC by written notice" (or any other comparable language) shall mean that such payments or notice must be received by the servicing agent for TLIC unless a different agent is designated in a written notice to the Certificateholder.

12.4. No longer offering SPL

TLIC reserves the unilateral right, by giving the Certificateholder 90 days advance written notice, not to accept any contributions or transfers into the SPL for the purpose of no longer offering the SPL.

12.5. Assignment of Benefits

The benefits of or arising out of this Certificate may not be assigned, transferred or subjected to surrender or anticipation, or used to satisfy the debts of any person, except as may otherwise be provided in this Certificate or by law.

12.6. Enforceability

If any provision of this Certificate is held invalid or unenforceable, the remaining provisions of this Certificate shall not be affected, and this Certificate shall be construed and enforced as if the invalid provision had not been included under the Certificate.

12.7. Transferability

This Certificate is non-transferable.

12.8. Misstatement of Age

If TLIC determines that the age or any other fact affecting the coverage or the payment or amount of benefit has at any time been misstated with respect to you, or if applicable, your spouse, the benefit payable by TLIC at any time shall be such as the amount used to purchase the benefit would provide on the basis of the correct facts.

Any overpayments made by TLIC by reason of any misstatement shall be charged against, and any underpayment resulting therefrom shall be added to, any benefit payments made or to be made to you.

VARIABLE INVESTMENT OPTIONS

Birth Year	Variable Investment Option	Underlying Target Date Fund
*	SecurePath for Life Retirement Income	Vanguard Target Retirement Income Fund
1942 or earlier	SecurePath for Life Retirement Income	Vanguard Target Retirement Income Fund
1943-1947	SecurePath for Life 2010	Vanguard Target Retirement 2010 Fund
1948-1952	SecurePath for Life 2015	Vanguard Target Retirement 2015 Fund
1953-1957	SecurePath for Life 2020	Vanguard Target Retirement 2020 Fund
1958-1962	SecurePath for Life 2025	Vanguard Target Retirement 2025 Fund
1963-1967	SecurePath for Life 2030	Vanguard Target Retirement 2030 Fund
1968-1972	SecurePath for Life 2035	Vanguard Target Retirement 2035 Fund
1973-1977	SecurePath for Life 2040	Vanguard Target Retirement 2040 Fund
1978-1982	SecurePath for Life 2045	Vanguard Target Retirement 2045 Fund
1983-1987	SecurePath for Life 2050	Vanguard Target Retirement 2050 Fund
*	SecurePath Money Market	Transamerica Money Market VP

*Participants are not currently assigned to these Variable Investment Options, but TLIC reserves the right to (i) assign Participants to the SecurePath Money Market option on a temporary basis pending receipt of authorized instructions; and (ii) assign Participants to the SecurePath Retirement Income option in the event that a Target Date Fund combines with the Vanguard Target Retirement Income Fund after the Target Date Fund has reached its target date.

This Appendix may be amended from time to time pursuant to the provisions of Section 4.2. of the Certificate.

Guaranteed Income Rate Table

Age at Lock-In Date	Single	Joint
Less than 50	0.00% *	0.00% *
50-54	0.00% *	3.00% *
55	3.50%	3.00%
56	3.60%	3.10%
57	3.70%	3.20%
58	3.80%	3.30%
59	3.90%	3.40%
60	4.00%	3.50%
61	4.10%	3.60%
62	4.20%	3.70%
63	4.30%	3.80%
64	4.40%	3.90%
65	4.50%	4.00%
66	4.60%	4.10%
67	4.70%	4.20%
68	4.80%	4.30%
69	4.90%	4.40%
70	5.00%	4.50%
71	5.10%	4.60%
72	5.20%	4.70%
73	5.30%	4.80%
74	5.40%	4.90%
75+	5.50%	5.00%

* You must attain age 55 to elect a Lock-In-Date, and your spouse must attain age 50 for you to elect a Lock-In-Date under joint coverage.

This Appendix may be amended from time to time pursuant to the provisions of Section 5.5.

ANNUITY PURCHASE RATE TABLE

Maximum Amount Required per \$10 a month Immediate Life Annuity with 10 Years Certain.
 First Monthly Payment Due on Date Annuity is Purchased.

Age*	Purchase Rate for annuities
55	\$3559
56	3472
57	3390
58	3300
59	3215
60	3135
61	3049
62	2959
63	2874
64	2786
65	2703
66	2618
67	2538
68	2451
69	2375
70	2294
71	2217
72	2141
73	2066
74	1996
75	1927

*Age will be your age at nearest birthday on the Annuity Purchase Date.

The mortality and interest assumptions underlying the annuity purchase rates shown above are as follows:

Mortality Table	Assumed Interest
2000 Annuity with projection Scale G	[1.00%]

Maximum purchase rates for ages not shown and for other forms of annuity will be quoted by TLIC upon request. These maximum rates will be based on the actuarial assumptions indicated above.



**TRANSAMERICA LIFE
INSURANCE COMPANY**
A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
[4333 Edgewood Road N.E.]
[Cedar Rapids, Iowa 52499]
[(319)355-8511]

INDIVIDUAL RETIREMENT ANNUITY ("IRA") ENDORSEMENT

This endorsement is a part of the contract or certificate to which it is attached (the contract) by Transamerica Life Insurance Company (the company).

The contract is hereby modified as specified below in order to qualify as an Individual Retirement Annuity (IRA) under Code Section 408 (other than a Roth IRA or a SIMPLE IRA, as defined below).

The provisions of this endorsement shall control if they are in conflict with those of the contract.

A. Definitions

Applicable Designation Date - September 30 of the calendar year next following the participant's year of death, in accordance with Regulation Section 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as a Required Minimum Distribution (RMD) during the distribution year.

Company - Transamerica Life Insurance Company.

Compensation - Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described in Code Section 1402 (c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A).

Contract - The attached contract or certificate issued by the company as an IRA.

Designated Beneficiary or DB - The person(s) designated or treated as a beneficiary(ies) under the contract for RMD purposes in accordance with the regulation under Code Section 401(a)(9)(E) and related provisions, e.g., Regulation Section 1.401(a)(9)-4.

DB Election Date - The date that is 30 days prior to the DB required beginning date.

DB Required Beginning Date - December 31 of the calendar year next following the participant's year of death.

Distribution Year - A calendar year for which an RMD is required. The first distribution year is the calendar year in which the participant attains age 70 1/2 (or, where applicable under Regulation Section 1.401(a)(9)-5, Q&A-1(b), the calendar year next following the participant's year of death). Each subsequent calendar year is also a distribution year.

IRA - An individual retirement account or individual retirement annuity under Code Section 408.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Regulation Section 1.401(a)(9)-9.

Measuring Designated Beneficiary - The designated beneficiary as of the DB required beginning date whose life expectancy is used under Regulation Section 1.401(a)(9)-4 and Section 1.401(a)(9)-5, Q&A-7 to determine any applicable distribution period as of such date. If as of the applicable designation date any trust, estate or other entity is treated under Regulation Section 1.401(a)(9)-4, Q&A-3 as a beneficiary under the contract (taking into account any separate shares), the contract shall be deemed to have no measuring designated beneficiary. If as of the applicable designation date the contract (taking into account any separate shares) has more than one designated beneficiary (and no entity beneficiary), the measuring designated beneficiary is the designated beneficiary with the shortest life expectancy as of such date.

Non Roth IRA - An IRA that is not a Roth IRA.

Notice Date - The day on which the company receives, in a form satisfactory to the company, proof of death and instructions satisfactory to the company regarding payment of death benefit proceeds.

Participant or You - The natural person who is the beneficial participant of the contract.

Participant's Election Date - December 1 of the calendar year in which the participant attains age 70 1/2.

Participant's Year of Death - The calendar year in which the participant dies.

Plan - A tax-qualified retirement plan or arrangement, including an IRA.

QDRO - A qualified domestic relations order under Code Section 414(p).

Regulation - A regulation issued or proposed pursuant to the Code.

Required Beginning Date - April 1 of the calendar year next following the calendar year in which the participant reaches age 70 1/2.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA - An IRA under Code Section 408A.

Separate Share - A separate portion or segregated share of the benefits under the contract that is determined by an acceptable separate accounting Regulation Section 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Regulation Section 1.401(a)(9)-8, Q&A-6(b)(1). A separate share shall be treated as a separate contract for RMD purposes and Sections 8 and 9 below.

SEP - A simplified employee pension form of IRA under Code Section 408(k).

SIMPLE IRA - A SIMPLE IRA under Code Section 408(p).

Spouse - The participant's spouse, including former spouse covered by a QDRO who is treated as the participant's spouse pursuant to Regulation Section 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the spouse's required beginning date or December 31 of the fifth calendar year after the participant's year of death, in accordance with Regulation Section 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the participant's year of death or December 31 of the calendar year in which the deceased participant would have attained age 70 1/2.

Spouse's Year of Death - The calendar year in which the surviving spouse dies.

Surviving Spouse - The surviving spouse of a deceased participant.

SB. IRA Provisions

1. The annuitant shall at all times be the participant of the contract (or its beneficial participant where a fiduciary is its legal participant). Such individual participant's rights under the contract shall be nonforfeitable, and the contract shall be for the exclusive benefit of such participant and his or her beneficiaries.
2. No benefits under the contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the contract may be transferred to a former or separated spouse of the participant under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such transfer, the transferee shall be treated for all purposes as the participant under the contract.
3. Except in the case of a "rollover" contribution as permitted by Code Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) or a contribution made in accordance with the terms of a SEP, the contributions paid under the contract must be paid in cash, and for any calendar year after 2007 may not exceed the lesser of the participant's compensation for such year or \$5,000. In addition, for years after 2008 the \$5,000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(C) at \$500 increments.
 - (a) For an participant age 50 or older, the \$5,000 limit is increased by \$1,000. Alternatively, for a taxable year starting after 2006 and before 2010, the \$5,000 limit for a qualified participant (even under age 50) in a Code Section 401(k) Plan of an employer in bankruptcy described in Code Section 219(b)(5)(C) is increased by \$3,000 (but not by any additional amount for being over age 50).
 - (b) However, for any calendar year in which the participant has attained age 70 1/2, the total contribution limit is reduced to zero.
 - (c) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period, or by August 17, 2008, if later.
 - (d) The participant shall have the sole responsibility for determining whether any contribution satisfies applicable income tax requirements.
4. If the contract is issued as part of a SEP, contributions must be made in accordance with the written terms of the SEP and Code Section 408(k), and must be paid in cash.
5. No contributions shall be allowed into the contract under a SIMPLE IRA Plan established by an employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual participant first participated in that employer's SIMPLE IRA Plan.
6. Any premium payment under the contract is not fixed, but may not be less than any minimum amount stated in the purchase payment (or premiums) provisions of the contract.
7. Any premium refund declared by the company under the contract, other than a refund attributable to an excess contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
8. The contract and all benefits, distributions and payments made under it shall comply with and conform to the RMD and incidental death benefit rules of Code Sections 401(a)(9), 408(a)(6) and 408(b)(3) and the regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the tax qualification provisions below. Such rules shall override any benefit, distribution or payment provisions in the contract that are inconsistent with such rules. Accordingly:
 - (a) The entire interest under the contract shall be distributed:
 - (i) No later than the required beginning date, or

- (ii) By periodic distributions, starting no later than the required beginning date, over the participant's life or the lives of the participant and a designated beneficiary (or over a period not extending beyond the participant's life expectancy or the joint and last survivor life expectancy of the participant and a designated beneficiary).
- (b) RMDs shall be made in accordance with the regulations under Code Sections 401(a)(9) and 408(b)(3) and related Code provisions. Accordingly:
- (i) Unless the participant elects otherwise in writing to the company by the participant's election date to have the participant's entire interest distributed under another method offered by the company that qualifies under Code Section 401(a)(9), the RMD amount that must be distributed each distribution year with respect to the contract shall be equal to the quotient obtained by dividing the account balance for the contract (as determined under Regulation Section 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Regulation Section 1.408-8, Q&A-7 or Q&A-8) by the applicable distribution period. For these purposes -
 - (1) The applicable distribution period is determined by using the Uniform Lifetime Table in Regulation Section 1.401(a)(9)-9, Q&A-2 in accordance with Regulation Section 1.401(a)(9)-5, Q&A-4(a), or
 - (2) If the participant's spouse is treated as the sole designated beneficiary for the contract (taking separate shares into account) for the distribution year under Regulation Section 1.401(a)(9)-5, Q&A-4(b), the applicable distribution period is the longer of the distribution period under subparagraph (1) immediately above or the joint life expectancy of the participant and such spouse, recalculated annually and based on their attained ages as of their birthdays in such distribution year, as reflected in the Joint and Last Survivor Table in Regulation Section 1.401(a)(9)-9, Q&A-3.

Such RMD must be distributed no later than the required beginning date for the first distribution year, and for each subsequent distribution year by December 31 thereof. However, the participant may arrange to have any portion (or all) or such RMD distributed from another Non Roth IRA owned by such participant (rather than from the contract) in accordance with Regulation Section 1.408-8, Q&A-9. If the participant dies on or after the required beginning date, an RMD is required for the participant's year of death, determined as if the participant had lived throughout that year.

- (ii) As of the participant's election date or at any time thereafter (on 30 days notice to the company), the participant may elect in writing to have any portion or all of the undistributed interest under the contract applied to an annuity option offered by the company that qualifies under Code Section 401(a)(9). Such an annuity option must make annuity or other periodic payments at intervals no longer than one year, and must satisfy the other requirements of Regulation Section 1.401(a)(9)-6, including:
 - (1) Period certain annuity without a life contingency. The period certain may not exceed the maximum period specified in Regulation Section 1.401(a)(9)-6, Q&A-3.
 - (2) Life annuity or a joint and survivor annuity. A life annuity must be on the participant's life. Any periodic annuity payment to any survivor under a joint and survivor annuity may not exceed the applicable percentage of the annuity payment to the participant and other limits, as provided in Regulation Section 1.401(a)(9)-6, Q&A-2.
 - (3) Life (or joint and survivor) annuity with period certain. The amounts of the annuity payments must satisfy the requirements in Regulation Section 1.401(a)(9)-6, Q&A-1(b) and Q&A-2(d).
 - (4) Annuity payments may not be in increasing amounts, except as allowed by Regulation Section 1.401(a)(9)-6, Q&A-1(a) or Q&A-14.
- (c) The participant or the participant's beneficiary, as applicable, shall have the sole responsibility for requesting or arranging for distributions that comply with this endorsement and applicable income tax requirements.

9. Upon the participant's death, RMDs shall be made under the contract in accordance with this Section 9 and the regulations under Code Section 401(a)(9) and related code provisions. Accordingly, selection of any annuity or other distribution option described in the contract that does not satisfy the requirements of this Section 9 shall not be permitted.
- (a) If the participant dies before distribution of his or her interest in the contract has begun in accordance with paragraph 8(a) above, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the participant's year of death, except to the extent that paragraph 9(c) or (d) below applies.
 - (b) If the participant dies after distribution of the participant's interest in the contract has begun in accordance with paragraph 8(a) above but before the participant's entire interest has been distributed, the remaining interest shall be distributed at least as rapidly as under the method of distribution being used immediately prior to the participant's death, except to the extent that paragraph 9(c) or (d) below applies. To the extent that the contract has no annuity payout option in effect and no measuring designated beneficiary as of the applicable designation date (and paragraph 9(c) and (d) do not apply), then the applicable distribution period shall be determined by the participant's remaining life expectancy, using the participant's age as of the participant's birthday in the participant's year of death. For distribution years after the participant's year of death such applicable distribution period is reduced by one year for each calendar year that has elapsed since the participant's year of death.
 - (c) If the surviving spouse is the sole designated beneficiary under the contract (taking separate shares into account) as of the applicable designation date, then -
 - (i) If no irrevocable written election to the contrary has been filed with the company by the deceased participant or the surviving spouse prior to the spouse's continuation election date, the contract shall continue in the name of the deceased participant, and RMDs must begin by the spouse's required beginning date and be made in accordance with Section 8 above. For these purposes, the applicable distribution period for each distribution year after the participant's year of death -
 - (1) Is measured by the surviving spouse's remaining life expectancy, recalculated annually through the spouse's year of death, and
 - (2) For a distribution year after the spouse's year of death, is measured by the surviving spouse's remaining life expectancy as of the surviving spouse's birthday in the spouse's year of death, reduced by one year for each calendar year that has elapsed since the calendar year next following the spouse's year of death.

However, if the participant dies on or after the required beginning date, such applicable distribution period shall not be shorter than the applicable distribution period measured by using the participant's remaining life expectancy in accordance with paragraph 9(b) above and Regulation Section 1.401(a)(9)-5, Q&A-5(a)(1). If the surviving spouse dies before the spouse's required beginning date for such a continued contract, then the surviving spouse shall be treated as the deceased participant for purposes of this Section 9 (except that any surviving spouse of such a deceased surviving spouse cannot continue the contract further under this subparagraph (i) as a surviving spouse). Any surviving spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such spouse's interest in the contract distributed from another Non Roth IRA formerly owned by the deceased participant for which such spouse is also a designated beneficiary (rather than from the contract) in accordance with Regulation Section 1.408-8, Q&A-9.

- (ii) The surviving spouse may elect at any time to treat the entire remaining interest in the contract as an IRA of such surviving spouse, if such surviving spouse has an unlimited right to withdraw amounts from the contract and is the sole beneficiary of the contract, within the meaning of Regulation Section 1.408-8, Q&A-5(a). Such an eligible surviving spouse shall make such an election by a written request to the company to redesignate such surviving spouse as the participant and annuitant of the contract. Such an eligible surviving spouse shall be deemed to have made such an election if either -
 - (1) Such surviving spouse makes any transfer, rollover or other contribution of any amount for the benefit of such surviving spouse into the contract, or
 - (2) Such surviving spouse directs the company in writing to transfer or rollover any part or all of the assets to which such surviving spouse is entitled under the contract to another IRA owned by such surviving spouse or to another plan for the benefit of such surviving spouse, or

- (3) Any RMD that is required to be distributed from the contract under this Section 9 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the contract from a plan) is not distributed within the appropriate time.
- (iii) The surviving spouse may make an irrevocable election in writing with the company by the spouse's continuation election date to have such surviving spouse's entire interest under the contract distributed under another method offered by the company that qualifies under Code Section 401(a)(9). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the spouse's required beginning date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the spouse's required beginning date and do not extend beyond the applicable distribution period determined in accordance with subparagraph 9(c)(i) above.
- (d) If as of the applicable designation date the contract (taking any separate shares into account) has at least one designated beneficiary and no entity (e.g., a trust or estate) is treated under Regulation Section 1.401(a)(9)-4, Q&A-3, as a beneficiary under the contract, then -
- (i) To the extent that no irrevocable election to the contrary has been filed with the company by the deceased participant or any such designated beneficiary by the DB election date (and no surviving spouse is the sole designated beneficiary), then annual distributions of the remaining interest in the contract must be made over the applicable distribution period starting with the DB required beginning date. In that case, the RMD amount that must be distributed each distribution year with respect to the contract shall be equal to the quotient obtained by dividing the account balance for the contract (as determined in accordance with subparagraph 8(b)(i) above) by the applicable distribution period. For these purposes -
 - (1) The applicable distribution period for the distribution year next following the participant's year of death is determined by the measuring designated beneficiary's remaining life expectancy, using such beneficiary's age as of such beneficiary's birthday in such distribution year; and
 - (2) For subsequent distribution year the applicable distribution period is reduced by one year for each calendar year that has elapsed since the calendar year next following the participant's year of death.

However, if the participant dies on or after the required beginning date, such applicable distribution period shall not be shorter than the applicable distribution period measured by using the participant's remaining life expectancy in accordance with paragraph 9(b) above and Regulation Section 1.401(a)(9)-5, Q&A-5(a)(1). Such RMD must be distributed no later than the DB required beginning date, and for each subsequent distribution year by December 31 thereof. However, any designated beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the contract) distributed from another Non Roth IRA formerly owned by such deceased participant for which such beneficiary is also a designated beneficiary (rather than from the contract) in accordance with Regulation Section 1.408-8, Q&A-9.

- (ii) Any such designated beneficiary may make an irrevocable election in writing with the company by the DB election date to have such designated beneficiary's entire interest under the contract distributed under another method offered by the company that qualifies under Code Section 401(a)(9). In addition to any optional method that qualifies under the 5-year rule in paragraph 9(a) above, such option methods include the following:
 - (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB required beginning date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the DB required beginning date and do not extend beyond the applicable distribution period determined in accordance with subparagraph 9(d)(i) above.

- (e) Any amount payable to a minor child of the participant shall be treated as if it is payable to the surviving spouse to the extent that the remainder of the interest becomes payable to such spouse when such child reaches the age of majority, in accordance with Regulation Section 1.401(a)(9)-6, Q&A-15.
- (f) Unless the participant has provided to the contrary in writing to the company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Regulation Section 1.401(a)(9)-5, Q&A-1(e).
- (g) If the participant dies before the entire interest under the contract has been distributed, no additional cash contributions or rollover contributions shall be allowed into the contract, except where the surviving spouse elects (or is deemed to elect) to convert the contract to be his or her own IRA, as specified above in this Section 9.

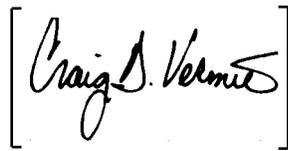
10. The company shall furnish annual calendar year reports concerning the status of the contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

The contract as amended by this endorsement is intended to qualify as part of a tax-qualified individual retirement arrangement, plan or contract under Code Section 408, and to satisfy the applicable requirements of Code Section 408 and any regulations relating thereto. To achieve these purposes, the provisions of this endorsement and the contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the code and regulations. The company reserves the right to amend this endorsement or the contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the contract to any applicable changes in the tax qualification requirements, as provided in the code or any regulations or other published guidance relating thereto. The company will send you a copy of any such amendment, and when required by law, the company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your contract remain unchanged.

Signed for us at our home office.



SECRETARY



PRESIDENT



**TRANSAMERICA LIFE
INSURANCE COMPANY**
A Stock Company (Hereafter called the Company, we, our or us)

Home Office:
[4333 Edgewood Road N.E.]
[Cedar Rapids, Iowa 52499]
[(319)355-8511]

ROTH INDIVIDUAL RETIREMENT ANNUITY (“ROTH IRA”) ENDORSEMENT

This endorsement is a part of the Contract or certificate to which it is attached (the Contract) by Transamerica Life Insurance Company (the Company).

The Contract is hereby modified as specified below in order to qualify as a Roth Individual Retirement Annuity (Roth IRA) under Code Section 408A.

The provisions of this endorsement shall control if they are in conflict with those of the Contract.

A. Definitions

Applicable Designation Date - September 30 of the calendar year next following the Participant's Year of Death, in accordance with Regulation Section 1.401(a)(9)-4, Q&A-4.

Applicable Distribution Period - The period used to determine the amount required to be distributed as an RMD during a Distribution Year.

Company - Transamerica Life Insurance Company.

Compensation - Wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included the service described Code Section 1402 (c)(6). Compensation does not include amounts derived from or received as earnings and profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as pension or annuity income or as deferred compensation. Compensation shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in Code Section 71(b)(2)(A). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a Non Roth IRA.

Contract - The attached contract or certificate issued by the Company as a Roth IRA.

Designated Beneficiary or DB - The person(s) designated or treated as a beneficiary(ies) under the Contract for RMD purposes in accordance with the Regulations under Code Section 401(a)(9)(E) and related provisions, e.g., Regulation Section 1.401(a)(9)-4.

DB Election Date - The date that is 30 days prior to the DB Required Beginning Date.

DB Required Beginning Date - December 31 of the calendar year next following the Participant's Year of Death.

Distribution Year - A calendar year for which an RMD is required. The first Distribution Year is the calendar year that contains the DB Required Beginning Date or the Spouse Required Beginning Date, whichever is applicable. Each subsequent calendar year is also a Distribution Year.

IRA - An individual retirement account or individual retirement annuity under Code Section 408.

IRS - Internal Revenue Service.

Life Expectancy - The life expectancy of one or more individuals as determined by using the appropriate table in Regulation Section 1.401(a)(9)-9.

Measuring Designated Beneficiary - The Designated Beneficiary as of the DB Required Beginning Date whose Life Expectancy is used under Regulation Section 1.401(a)(9)-4 and Section 1.401(a)(9)-5, Q&A-7, to determine any Applicable Distribution Period as of such date. If as of the Applicable Designation Date any trust, estate or other entity is treated under Regulation Section 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract (taking into account any Separate Shares), the Contract shall be deemed to have no Measuring Designated Beneficiary. If as of the Applicable Designation Date the Contract (taking into account any Separate Shares) has more than one Designated Beneficiary (and no entity beneficiary), the Measuring Designated Beneficiary is the Designated Beneficiary with the shortest Life Expectancy as of such date.

Non Roth IRA - An IRA that is not a Roth IRA.

Notice Date - The day on which the Company receives, in a form satisfactory to the Company, proof of death and instructions satisfactory to the Company regarding payment of death benefit proceeds.

Participant or You - The natural person who is the beneficial participant of the Contract.

Participant's Year of Death - The calendar year in which the Participant dies.

Plan - A tax-qualified retirement plan or arrangement, including an IRA.

Qualified Rollover Contribution - A rollover contribution defined in Code Section 408A(e). See Section 3 below.

QDRO - A qualified domestic relations order under Code Section 414(p).

Regulation - A regulation issued or proposed pursuant to the Code.

RMD - Required minimum distribution under Code Section 401(a)(9) or related Code provision.

Roth IRA - An IRA under Code Section 408A.

Separate Share - A separate portion or segregated share of the benefits under the Contract that is determined by an acceptable separate accounting under Regulation Section 1.401(a)(9)-8, Q&A-3, or that qualifies as a segregated share for an alternate payee under a QDRO under Regulation Section 1.401(a)(9)-8, Q&A-6(b)(1). A Separate Share shall be treated as a separate Contract for RMD purposes and Section 6 below.

SEP - A Simplified Employee Pension form of IRA under Code Section 408(k).

SIMPLE IRA - A SIMPLE IRA under Code Section 408(p).

Spouse - The Participant's spouse, including a former spouse covered by a QDRO who is treated as the Participant's spouse pursuant to Regulation Section 1.401(a)(9)-8, Q&A-6.

Spouse's Continuation Election Date - The date that is 30 days prior to the earlier of the Spouse's Required Beginning Date or December 31 of the fifth calendar year after the Participant's Year of Death, in accordance with Regulation Section 1.401(a)(9)-3, Q&A-4(c).

Spouse's Required Beginning Date - The later of December 31 of the calendar year next following the Participant's Year of Death or December 31 of the calendar year in which the deceased Participant would have attained age 70 ½.

Spouse's Year of Death - The calendar year in which the Surviving Spouse dies.

Surviving Spouse - The surviving Spouse of a deceased Participant.

B. Roth IRA Provisions

1. The Annuitant shall at all times be the Participant of the Contract (or its beneficial Participant where a fiduciary is its legal Participant). Such individual Participant's rights under the Contract shall be nonforfeitable, and the Contract shall be for the exclusive benefit of such Participant and his or her beneficiaries.
2. No benefits under the Contract may be transferred, sold, assigned, borrowed or pledged as collateral for a loan, or as security for the performance of an obligation, or for any other purpose, to any person; except that the Contract may be transferred to a former or separated spouse of the Participant under a divorce or separation instrument described in Code Section 408(d)(6). In the event of such a transfer, the transferee shall be treated for all purposes as the Participant under the Contract.
3. (a) **Maximum Permissible Amount.** Except in the case of a Qualified Rollover Contribution (described in paragraph 3(c) below) or a recharacterization (defined in paragraph 3(e) below), no Contribution shall be allowed into the Contract unless it is in cash and for any year after 2007 the total of such Contributions to all the individual Participant's Roth IRAs for such year does not exceed the lesser of the Participant's Compensation for such year or \$5,000. In addition, for years after 2008 the \$5,000 limit will be indexed for cost-of-living adjustments under Code Section 219(b)(5)(D) at \$500 increments.

For a Participant age 50 or older the \$5,000 limit is increased by \$1,000. Alternatively, for a taxable year starting after 2006 and before 2010, the \$5,000 limit for a qualified participant (even under age 50) in a Code Section 401(k) Plan of an employer in bankruptcy described in Code Section 219(b)(5)(C) is increased by \$3,000 (but not by any additional amount for being over age 50).

Such a Contribution is referred to herein as a "regular contribution." Contributions may be limited under paragraphs 3(b) through (d) below.

- (b) **Regular Contribution Limit.** The maximum regular contribution that can be made to all of the Participant's Roth IRAs for a taxable year is the smaller of the amount determined under subparagraph 3(b) (i) or (ii) below.
 - (i) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in paragraph 3(f) below) in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution</u> <u>Modified AGI</u>	<u>Phase-out Range</u>	<u>No Contribution</u>
Single or Head of Household	\$95,000 or less	Between \$95,000 and \$110,000	\$110,000 or more
Joint Return or Qualifying Widow(er)	\$150,000 or less	Between \$150,000 and and \$160,000	\$160,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Participant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts above will be adjusted for cost-of-living adjustments under Code Section 408A(c)(3) at \$1,000 increments.

- (ii) If the Participant makes regular contributions to both Roth and Non Roth IRAs for a taxable year, the maximum regular contribution that can be made to all the Participant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Participant's Non Roth IRAs for the taxable year (ignoring SIMPLE IRA or SEP contributions pursuant to Code Section 408A (f)(2)).

- (c) **Qualified Rollover Contribution Limit.** A Qualified Rollover Contribution is defined in Code Section 408A(e), and includes a rollover contribution from another Roth IRA or a rollover contribution of a distribution from an IRA that meets the requirements of Code Section 408(d)(3), except that the one-rollover-per-year rule of Code Section 408(d)(3)(B) does not apply if the rollover contribution is from a Non Roth IRA. For years after 2007, a Qualified Rollover Contribution includes a rollover from a designated Roth account described in Code Section 402A or a rollover from an eligible retirement plan described in Code Section 402(c)(8)(B). A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the year the amount is distributed from the other plan, (i) the Participant is married and files a separate return, (ii) the Participant is not married and has modified AGI in excess of \$100,000 or (iii) the Participant is married and together the Participant and the Participant's spouse have modified AGI in excess of \$100,000. For purposes of the preceding sentence, a husband and wife are not treated as married for a taxable year if they have lived apart at all times during such year and file separate returns for such year. For taxable years beginning after 2009, the limits in this paragraph (c) do not apply to Qualified Rollover Contributions.
 - (d) **SIMPLE IRA limits.** No Contribution shall be allowed into the Contract under a SIMPLE IRA Plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA Plan shall be allowed into the Contract from a SIMPLE IRA prior to the expiration of the 2-year period beginning on the date the individual Participant first participated in that employer's SIMPLE IRA Plan.
 - (e) **Recharacterization.** A regular contribution to a Non Roth IRA may be recharacterized pursuant to Regulation Section 1.408A-5 as a regular contribution to this Roth IRA, subject to the limits in paragraph 3(b) above.
 - (f) **Modified AGI.** For purposes of paragraphs 3(b) and (c) above, a Participant's modified AGI for a taxable year is defined in Code Section 408A(c)(3) and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a "conversion").
 - (g) Despite any limit on contributions, an individual may make a repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period, or by August 17, 2008, if later.
 - (h) The Participant shall have the sole responsibility for determining whether any contribution satisfies applicable income tax requirements.
4. Any premium payment under the Contract is not fixed, but may not be less than any minimum amount stated in the purchase payment (or premiums) provisions of the Contract.
 5. Any premium refund declared by the Company under the Contract, other than a refund attributable to an excess contribution, shall be applied toward the purchase of additional benefits or the payment of future premiums before the close of the calendar year following the calendar year of the refund.
 6. Upon the Participant's death, the Contract and all benefits, distributions and payments under it shall comply with the RMD rules in Code Sections 401(a)(9), 408(a)(6) and 408(b)(3), as modified by Code Section 408A(c)(5), and in the Regulations relating thereto, and shall be administered or adjusted accordingly, e.g., pursuant to the Tax Qualification Provisions below. Such rules shall override any benefit, distribution or payment provisions in the Contract that are inconsistent with such rules, and selection of any annuity or other distribution option described in the Contract that does not satisfy the requirements of this Section 6 shall not be permitted. No amount is required to be distributed prior to the Participant's death. Accordingly:
 - (a) Upon the Participant's death, the entire interest shall be distributed by December 31 of the fifth calendar year that follows the Participant's Year of Death, except to the extent that paragraph 6(b) or (c) below applies.
 - (b) If the Surviving Spouse is the sole Designated Beneficiary under the Contract (taking Separate Shares into account) as of the Applicable Designation Date, then –

- (i) If no irrevocable written election to the contrary has been filed with the Company by the deceased Participant or the Surviving Spouse prior to the Spouse's Continuation Election Date, the Contract shall continue in the name of the deceased Participant, and RMDs must begin by the Spouse's Required Beginning Date and be distributed over the Surviving Spouse's remaining Life Expectancy (by December 31 of each subsequent Distribution Year). The RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined under Regulation Sections 1.401(a)(9)-6, Q&A-12, and 1.408-8, Q&A-6, including any adjustment for any rollover, transfer or recharacterization under Regulation Section 1.408-8, Q&A-7 or Q&A-8) by the Applicable Distribution Period. For these purposes, the Applicable Distribution Period for each Distribution Year after the Participant's Year of Death -
- (1) Is measured by the Surviving Spouse's remaining Life Expectancy, recalculated annually through the Spouse's Year of Death, and
 - (2) For a Distribution Year after the Spouse's Year of Death, is measured by the Surviving Spouse's remaining Life Expectancy as of the Surviving Spouse's birthday in the Spouse's Year of Death, reduced by one year for each calendar year that has elapsed since the calendar year next following the Spouse's Year of Death.

If the Surviving Spouse dies before the Spouse's Required Beginning Date for such a continued Contract, then the Surviving Spouse shall be treated as the deceased Participant for purposes of this Section 6 (except that any surviving spouse of such a deceased Surviving Spouse cannot continue the Contract further under this subparagraph (i) as a Surviving Spouse). Any Surviving Spouse may arrange to have any portion (or all) of any RMD that is distributable with respect to such Surviving Spouse's interest in the Contract distributed from another Roth IRA formerly owned by such deceased Participant for which such Surviving Spouse is also a designated beneficiary (rather than from the Contract) in accordance with Regulation Section 1.408-8, Q&A-9.

- (ii) The Surviving Spouse may elect at any time to treat the entire remaining interest in the Contract as a Roth IRA of such Surviving Spouse, if such Surviving Spouse has an unlimited right to withdraw amounts from the Contract and is the sole beneficiary of the Contract, within the meaning of Regulation Section 1.408-8, Q&A-5(a). Such an eligible Surviving Spouse shall make such an election by a written request to the Company to redesignate such Surviving Spouse as the Participant and Annuitant of the Contract. Such an eligible Surviving Spouse shall be deemed to have made such an election if either -
- (1) Such Surviving Spouse makes any transfer, rollover or other contribution of any amount for the benefit of such Surviving Spouse into the Contract, or
 - (2) Such Surviving Spouse directs the Company in writing to transfer or rollover any part or all of the assets to which such Surviving Spouse is entitled under the Contract to another Roth IRA owned by such Surviving Spouse, or
 - (3) Any RMD that is required to be distributed from the Contract under this Section 6 or under Code Section 401(a)(9) (e.g., in the case of any amount rolled over or transferred into the Contract from a Plan) is not distributed within the appropriate time.
- (iii) The Surviving Spouse may make an irrevocable election in writing with the Company by the Spouse's Continuation Election Date to have such Surviving Spouse's entire interest under the Contract distributed under another method offered by the Company that qualifies under Code Section 401(a)(9) or Regulation Section 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the Spouse's Required Beginning Date, or
 - (2) Any other method that provides for periodic distributions that begin no later than the Spouse's Required Beginning Date and do not extend beyond the remaining Life Expectancy of such Surviving Spouse.

- (c) If as of the Applicable Designation Date the Contract (taking any Separate Shares into account) has at least one Designated Beneficiary and no entity (e.g., a trust or estate) is treated under Regulation Section 1.401(a)(9)-4, Q&A-3, as a beneficiary under the Contract, then –
- (i) To the extent that no irrevocable election to the contrary has been filed with the Company by the deceased Participant or any such Designated Beneficiary by the DB Election Date (and no Surviving Spouse is the sole Designated Beneficiary), then annual distributions of the remaining interest in the Contract must be made over the Applicable Distribution Period starting with the DB Required Beginning Date. In that case, the RMD amount that must be distributed each Distribution Year with respect to the Contract shall be equal to the quotient obtained by dividing the account balance for the Contract (as determined in accordance with subparagraph 6(b)(i) above) by the Applicable Distribution Period. For these purposes –
- (1) The Applicable Distribution Period for the Distribution Year next following the Participant's Year of Death is determined by the Measuring Designated Beneficiary's remaining Life Expectancy, using such beneficiary's age as of such beneficiary's birthday in such Distribution Year; and
- (2) For a subsequent Distribution Year the Applicable Distribution Period is reduced by one year for each calendar year that has elapsed since the calendar year next following the Participant's Year of Death.

Such RMD amount must be distributed no later than the DB Required Beginning Date, and for each subsequent Distribution Year by December 31 thereof. However, any Designated Beneficiary may arrange to have any portion (or all) of such RMD (that is distributable with respect to such beneficiary's interest in the Contract) distributed from another Roth IRA formerly owned by such deceased Participant for which such beneficiary is also a designated beneficiary (rather than from the Contract) in accordance with Regulation Section 1.408-8, Q&A-9.

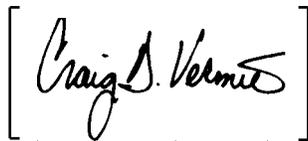
- (ii) Any such Designated Beneficiary may make an irrevocable election in writing with the Company by the DB Election Date to have such Designated Beneficiary's entire interest under the Contract distributed under another method offered by the Company that qualifies under Code Section 401(a)(9) or Regulation Section 1.401(a)(9)-6, Q&A-1(a). In addition to any optional method that qualifies under the 5-year rule in paragraph 6(a) above, such optional methods include the following:
- (1) Any annuity option that satisfies Regulation Section 1.401(a)(9)-5, Q&A-1(e), and provides for periodic distributions that begin no later than the DB Required Beginning Date, or
- (2) Any other method that provides for periodic distributions that begin no later than the DB Required Beginning Date and do not extend beyond the remaining Life Expectancy of the Measuring Designated Beneficiary.
- (d) Any amount payable to a minor child of the Participant shall be treated as if it is payable to the Surviving Spouse to the extent that the remainder of the interest becomes payable to such spouse when such child reaches the age of majority, in accordance with Regulation Section 1.401(a)(9)-6, Q&A-15.
- (e) Unless the Participant provides to the contrary in writing to the Company (e.g., by selecting a certain annuity option), any beneficiary of any interest under the Contract shall have an unlimited right after the Notice Date, upon 30 days written notice to the Company, to withdraw any portion or all of such interest or to apply any such amount to an annuity option that qualifies under Regulation Section 1.401(a)(9)-5, Q&A-1(e).
- (f) If the Participant dies before the entire interest under the Contract has been distributed, no additional cash Contributions or rollover Contributions shall be allowed into the Contract, except where the Surviving Spouse elects (or is deemed to elect) to convert the Contract to be his or her own Roth IRA, as specified above in this Section 6.
7. The Company shall furnish annual calendar year reports concerning the status of the Contract and such information concerning RMDs as is prescribed by the IRS.

C. Tax Qualification Provisions

The Contract as amended by this endorsement is intended to qualify as part of a tax-qualified Roth IRA arrangement, plan or contract under Code Section 408A, and to satisfy the applicable requirements of Code Section 408A and any Regulations relating thereto. To achieve these purposes, the provisions of this endorsement and the Contract (including any other endorsement or rider that does not specifically override these tax qualification provisions) are to be interpreted to ensure or maintain such tax qualification, despite any other provision to the contrary. Any benefits, payments or distributions under the Contract shall be conformed or restricted to, or made in, any amount, time and manner needed to maintain such a tax qualification under the applicable provisions of the Code and Regulations. The Company reserves the right to amend this endorsement or the Contract to reflect any clarifications that may be needed or are appropriate to maintain such a tax qualification or to conform the Contract to any applicable changes in the tax qualification requirements, as provided in the Code or any Regulations or other published guidance relating thereto. The Company will send you a copy of any such amendment, and when required by law, the Company will obtain the approval of the appropriate regulatory authority.

All other terms and conditions of your Contract remain unchanged.

Signed for us at our home office.



SECRETARY



PRESIDENT

SERFF Tracking Number: AEGA-127354023 State: Arkansas
 Filing Company: Transamerica Life Insurance Company State Tracking Number: 49476
 Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
 Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Supporting Document Schedules

	Item Status:	Status Date:
Satisfied - Item: Flesch Certification		
Comments:		
Attachments:		
Arkansas Reg 6 cert of comp.pdf		
Arkansas Reg 19 cert of comp.pdf		

	Item Status:	Status Date:
Bypassed - Item: Application		
Bypass Reason: Not applicable		
Comments:		

	Item Status:	Status Date:
Satisfied - Item: Life & Annuity - Actuarial Memo		
Comments:		
Attachment:		
TLIC Std Actuarial Memorandum.pdf		

	Item Status:	Status Date:
Satisfied - Item: Statement of Variability		
Comments:		
Attachment:		
TLIC - Std Statement of Variability.pdf		

	Item Status:	Status Date:
Satisfied - Item: Submission Letter		
Comments:		

SERFF Tracking Number: AEGA-127354023 *State:* Arkansas
Filing Company: Transamerica Life Insurance Company *State Tracking Number:* 49476
Company Tracking Number: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
TOI: A03G Group Annuities - Deferred Variable *Sub-TOI:* A03G.002 Flexible Premium
Product Name: CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710
Project Name/Number: Secure Path for Life Group Variable Annuity Certificate/CSPLIRA TLIC11, AE 1300 0710, AE 1301 0710

Attachment:

AR TLIC SUBMISSION LETTER.pdf

CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company

Form Title(s): Group Variable Annuity Certificate
Traditional IRA Endorsement
Roth IRA Endorsement

Form Number(s): CSPLIRA TLIC11
AE 1300 0710
AE 1301 0710

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Rule and Regulation 6 of the Arkansas Insurance Department.



Darin D. Smith
Vice President

August 4, 2011

Date

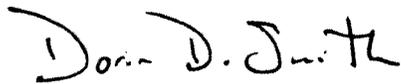
CERTIFICATION OF COMPLIANCE

Company Name: Transamerica Life Insurance Company

Form Title(s): Group Variable Annuity Certificate
Traditional IRA Endorsement
Roth IRA Endorsement

Form Number(s): CSPLIRA TLIC11
AE 1300 0710
AE 1301 0710

I hereby certify that to the best of my knowledge and belief, the above form(s) and submission complies with Reg.19 s 10B, as well as the other laws and regulations of the State of Arkansas.



Darin D. Smith
Vice President

August 4, 2011

Date

Memorandum of Numerical Variables

Certificate Date will be a specific date on each certificate.

Certificate Number will be specific to each participant.

Participant Name will be specific to each participant.

Company Administrative Office is bracketed to allow for administrative flexibility. Should the location change, this information will be updated accordingly.

President, Countersignature, and Secretary Signatures ¹ :	Brenda Clancy Terry Degatano Craig D. Vermie
Guaranteed Income Benefit Charge ² :	Minimum 0.25% Maximum 1.70%
Maximum Guaranteed Income Benefit Charge ³ :	Minimum 0.25% Maximum 1.70%
Mortality and Expense and Administrative Fee ⁴ :	Minimum 0.25% Maximum 0.85%
Variable Investment Options ⁵ :	Vanguard Target Retirement Funds
Guaranteed Income Rate* ⁶ :	Minimum 0.00% Maximum 10.00%
Annuity Purchase Rate Table: ⁷ Assumed Interest:	Minimum 1.00% Maximum 3.00%

¹ This is administrative and could change in the future.

² This is the range of possible future asset charges.

³ This is the range of possible future asset charges. Once a certificate is issued, this charge is fixed and would not change during the accumulation phase of the certificate.

⁴ This is the range of possible future asset charges. A charge of [0.55%] is deemed to be the charge reasonably needed to cover an Account Value death benefit. Once a certificate is issued, this charge is fixed and would not change during the accumulation phase of the certificate.

⁵ The Vanguard Target Retirement Funds may have to be replaced if the Vanguard Group decides to no longer make these funds available, or the names of the funds may need to be changed because the fund family changed them.

⁶ The attained age on the Lock-In date is used to determine the Guaranteed Income Rate. The rates shown are current and the maximum would be 10.00%. Any change to the Guaranteed Income Rate table applies to future contributions to the certificate.

⁷ The rates and actuarial assumptions will be modified as necessary to reflect changes in prevailing interest rates or mortality rates. These modifications may result in purchase rates which exceed those shown in the Annuity Purchase Rate Table. However, once established at certificate issue, these factors/interest rate would not change for the life of the certificate.

* Any certificates issued on the same day for a given age will receive the same Guaranteed Income Rate table.

Note: All certificates shall be administered in a uniform and non-discriminatory manner and shall not result in unfair discrimination.

August 4, 2011

Life and Health Division
Arkansas Insurance Department
1200 West Third Street
Little Rock, AR 72201

Re: Transamerica Life Insurance Company
NAIC # 468 – 86231
Form CSPLIRA TLIC11 - Group Variable Annuity Certificate
Form AE 1300 0710 – Traditional IRA Endorsement
Form AE 1301 0710 – Roth IRA Endorsement
SERFF Tracking # - AEGA-127354023

Dear Sir or Madam:

Please find attached the above referenced forms for your review and approval. These are new forms and are not intended to replace any form previously approved by your Department.

The attached SecurePath for Life certificate form CSPLIRA TLIC11 provides a guaranteed lifetime withdrawal benefit under group annuity IRA Contract PSPLIRATLIC issued to Massachusetts Fidelity Trust Company, Custodian. The group IRA Contract was approved in Iowa effective 12-21-2010.

This attached certificate form is similar to form PSPL10TLICNC, a group annuity contract containing SecurePath for Life that was approved by your Department on 09/07/2010 for use with retirement plans.

Also attached are two IRA endorsements which establish the IRAs; there is one endorsement which reflects Traditional IRA provisions (AE 1300 0710) and one endorsement which reflects Roth IRA provisions (AE 1301 0710).

A statement of variability is attached which shows the ranges of values that are bracketed (i.e., variable) within the certificate.

We would appreciate your review and subsequent approval of these forms.

Sincerely,

Transamerica Life Insurance Company



Gail Sullivan
Senior Filing Analyst
TCM Regulatory Filing Unit
Phone: 319.355.2446
Fax: 319.355.6820
E-mail: gsullivan@aegonusa.com