

SERFF Tracking Number: MWSG-128206240 State: Arkansas
Filing Company: Transamerica Financial Life Insurance Company State Tracking Number:
Company Tracking Number: AMEND-10-SVF
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Group Annuity Amendments
Project Name/Number: /

Filing at a Glance

Company: Transamerica Financial Life Insurance Company
Product Name: Group Annuity Amendments SERFF Tr Num: MWSG-128206240 State: Arkansas
TOI: A03G Group Annuities - Deferred Variable SERFF Status: Closed-Approved-Closed State Tr Num:
Sub-TOI: A03G.002 Flexible Premium Co Tr Num: AMEND-10-SVF State Status: Approved-Closed
Filing Type: Form Reviewer(s): Linda Bird
Authors: June Stracener, Vickie McCarron, Reed Bates Disposition Date: 04/10/2012
Date Submitted: 04/01/2012 Disposition Status: Approved-Closed
Implementation Date Requested: On Approval Implementation Date:
State Filing Description:

General Information

Project Name: Status of Filing in Domicile: Pending
Project Number: Date Approved in Domicile:
Requested Filing Mode: Review & Approval Domicile Status Comments:
Explanation for Combination/Other: Market Type: Group
Submission Type: New Submission Group Market Size: Small and Large
Group Market Type: Employer, Association, Trust, Other Explanation for Other Group Market Type: labor unions, multiple employers and credit unions
Overall Rate Impact: Filing Status Changed: 04/10/2012
State Status Changed: 04/10/2012
Deemer Date: Created By: June Stracener
Submitted By: June Stracener Corresponding Filing Tracking Number:
Filing Description:
TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY
(NAIC # 468-70688) FEIN 36-6071399

AMEND-10-SVF Amendment to Stable Value Fund Rider
AMEND-10-SAMC Amendment to Contract
TA-AP-2001-SCH A(2) Schedule A

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APP-10(2) Application for Contract
CAPP-10(2) Application to Change Investment Choices
APP-RFCC-10(2) Application – Request for Contract Change

On behalf of our client, Transamerica Financial Life Insurance Company (the “Company”), we are enclosing the above referenced forms for your review and approval.

Both of the Amendments, Schedule A and APP-10(2) will be used with new and existing business for a group annuity contract form previously approved by or filed with your Department. Applications CAPP-10(2) and APP-RFCC-10(2) will only be used with existing business for the purposes of administration of contractual provisions. The approval/filing information for those forms is set forth in the accompanying cover letter.

The Amendments are new and do not replace any forms previously approved by or filed with your Department. The updated Schedule A will replace the applicable pages in the previously approved/filed forms as described above. Note that this is a replacement page and not a replacement form. The enclosed application forms will replace previously approved application forms as identified in the accompanying cover letter.

Amendment form # AMEND-10-SVF provides for more prompt payment of the Discontinuance Value of the Stable Value Fund Account and increases the guarantee period for crediting interest from 1 month to 6 months on funds allocated to the General Account Stable Value Fund.

Amendment form # AMEND-10-SAMC renames some of the charges within the subject contracts and rider. It also deletes references to the suspense account. Please note, however, that the Company will continue to hold in suspense amounts received from contractholders for which allocation instructions are incomplete.

The updated Schedule A reflects the Amendment’s modifications.

The Applications are modified to include specific verbiage to address upcoming ERISA fee disclosure requirements and to include additional guidelines for investing in a sub-account that has a Collective Investment Trust as the underlying investment and additional guidelines for investing in Target Maturity Funds/Asset Allocation Funds.

The enclosed forms have been submitted to New York, the domestic state, and are currently pending.

The contracts with which these forms will be used (the “Contracts”) are unallocated group annuity contracts issued or to be issued to sponsors of retirement plans intended to qualify under Section 401(a) of the Internal Revenue Code. The enclosed forms contain no unusual or controversial provisions and do not vary from industry standards. The Contracts are issued on a group basis and sold by licensed agents. The Company primarily issues the Contracts to employer groups or to trustees of a fund established by an employer. However, the Company may from time to time issue the

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Contracts to one or more of the following types of groups to the extent that any such group is allowed by law to establish a qualified retirement plan:

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

There are no required premiums. Contributions allocated to the Contracts are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the Contracts are invested in applicable Separate Accounts offered or in a General Account investment choice which pays a fixed interest rate that is declared semi-annually. There is no minimum or maximum interest rate for the General Account investment. Withdrawals, transfers, benefit payments, and expenses/credits will affect the value of the Separate Accounts and the General Account investment choice.

Monies accumulate for the purpose of making payments at future dates in amounts that are based on established mortality tables. The Separate Account offering capability applies to the accumulation phase of the Contracts. At the direction of the plan sponsor, the lump sum value of accrued benefits is used to provide for the purchase of fixed immediate annuities, but do not provide for the purchase of variable immediate annuities. The value of each investment account established is directly related to the investment results of the applicable separate account. The assets in each investment account will be invested in units of the applicable separate account. Therefore, the value of each investment account will be affected by the investment income and market changes affecting the applicable separate account. As a result, the value of the investment accounts are subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

This product is not registered with the SEC. Since the product is issued only to retirement plans qualified under Internal Revenue Code Section 401(a) or governmental plans maintained for the exclusive benefit of the participants and beneficiaries, it is exempt from registration in accordance with Section 3(a)(2) of the Securities Act of 1933.

Variable text within each of the enclosed forms is identified with [brackets]. The Contracts' Schedules are variable as they relate to the Company's product mix and available product options. After a Contract is issued, any change to the variable information in a Schedule would be effectuated by issuing a revised Schedule with the new effective date. All variable information is described in each Statement of Variability. The Company may produce Application forms APP-10(2), CAPP-10(2) and APP-RFCC-10(2) electronically and utilize E-signature technology for the execution of the documents by the authorized signer of the Applications.

State Narrative:

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Company and Contact

Filing Contact Information

Doak Foster, Attorney dfoster@mwlaw.com
 425 West Capitol Avenue 501-688-8841 [Phone]
 Suite 1800 501-688-8807 [FAX]
 Little Rock, AR 72201-3525

Filing Company Information

(This filing was made by a third party - MWSGW01)

Transamerica Financial Life Insurance Company	CoCode: 70688	State of Domicile: New York
440 Mamaroneck Avenue	Group Code: 468	Company Type: Life Insurer
Harrison, NY 10528	Group Name: AEGON USA	State ID Number:
(213) 742-3769 ext. [Phone]	FEIN Number: 36-6071399	

Filing Fees

Fee Required? Yes
 Fee Amount: \$300.00
 Retaliatory? No
 Fee Explanation: AR charges \$ 50/form. NY, the domestic state does not charge a filing fee.
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Transamerica Financial Life Insurance Company	\$300.00	04/01/2012	57624805

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/10/2012	04/10/2012

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Disposition

Disposition Date: 04/10/2012

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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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	John Doe'd Forms		Yes
Supporting Document	Statements of Variability		Yes
Supporting Document	Authorization Letter		Yes
Supporting Document	Cover Letter dated 4-1-12		Yes
Form	Amendment to Contract		Yes
Form	Amendment to Stable Value Fund Rider		Yes
Form	Application for Contract		Yes
Form	Application -- Request for Contract		Yes
	Change		
Form	Application to Change Investment		Yes
	Choices		
Form	Schedule A		Yes

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Form Schedule

Lead Form Number: AMEND-10-SAMC

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	AMEND-10-SAMC	Policy/Cont Amendment to ract/Fratern Contract al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Amendment AMEND-10- SAMC (3-21- 12).pdf
	AMEND-10-SVF	Policy/Cont Amendment to ract/Fratern Stable Value Fund al Rider Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Initial		0.000	Amendment AMEND-10- SVF (3-21- 12).pdf
	APP-10(2)	Application/ Application for Enrollment Contract Form	Revised	Replaced Form #: APP-10 Previous Filing #: AEGN-126660140	0.000	Application APP-10(2).pdf
	APP-RFCC-10(2)	Application/ Application -- Enrollment Request for Contract Form Change	Revised	Replaced Form #: APP-RFCC-10 Previous Filing #: AEGN-126660140	0.000	Application APP-RFCC- 10(2).pdf
	CAPP-10(2)	Application/ Application to Enrollment Change Investment Form Choices	Revised	Replaced Form #: CAPP-10 Previous Filing #: AEGN-126660140	0.000	Application CAPP- 10(2).pdf

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TA-AP- 2001-SCH A(2)	Policy/Cont Schedule A ract/Fratern al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider	Other	Other Explanation: 0.000 This is a replacement page, not a replacement form. Please refer to Filing Description and/or cover letter for details.	Schedule A (3-21-12).pdf
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Transamerica Financial Life Insurance Company

A Stock Company

Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

Amendment to Contract

Amendment Effective Date: [Month/Day/Year]

Contract Number: [999999] **Plan Name:** [ABC Retirement Plan]

The Contract is amended as follows:

1. Paragraph one of Section 9.01, "Discontinuance of Contract", is deleted in its entirety and replaced by the following:

9.01 Discontinuance of Contract. The Contract may be discontinued as provided in this Section [and in accordance with Schedule A]. Discontinuance may be either a total discontinuance or a partial discontinuance of the Contract. Total discontinuance is a discontinuance of the Contract for all Participants. Partial discontinuance is a discontinuance of the Contract for only a group or groups of Participants. Any notice of discontinuance must be in writing to us at our Administrative Office (or to the Contractholder, at its principal place of business), and state the effective date of the discontinuance. The effective date of discontinuance is the date we receive Advance Notice of discontinuance.

2. Section 9.06, Disposition of Funds Upon Discontinuance, is deleted in its entirety and replaced by the following:

9.06 Disposition of Funds Upon Discontinuance. Upon discontinuance, subject to any delay under Section 5.05, the value of the Contract Accounts, less any due and unpaid charges, fees or taxes under Section 7, will be paid to the Contractholder or a custodian appointed by the Contractholder as shown in Schedule A of this Contract.

3. The term "Investment Management Charge" is deleted from each place it appears and in each such instance the term "Separate Account Maintenance Charge" is substituted in its place.
4. Section 3 of the Contract and references to the Suspense Account within the Contract are deleted.

The Contractholder may reject this Amendment document in writing at any time prior to the Amendment Effective Date. Absent a rejection prior to the Effective Date, the Contractholder's acceptance of this Amendment document, continued deposits to the Contract, or any other Contractholder actions that exercise rights under the Contract shall be construed by us to indicate consent. We shall use a similar advance notice process for the delivery of any future amendment proposals and shall construe Contractholder acceptance of any such proposal by similar means. On that basis, the Contract is amended as of the Amendment Effective Date as described above.

This Amendment is part of the Contract as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein.

Signed by Transamerica Financial Life Insurance Company on the Amendment Effective Date.



Peter G Kunkel, President



Countersignature



Craig D. Vermie, Secretary

Transamerica Financial Life Insurance Company

A Stock Company

Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015

Amendment to Contract and Stable Value Fund Rider

Amendment Effective Date: [Month/Day/Year]

Contract Number: [999999] **Plan Name:** [ABC Retirement Plan]

The Stable Value Fund Rider for the Contract number shown above ("Contract") is amended as follows:

1. Section 12.03, "Crediting of Interest to the Stable Value Fund Account," is deleted in its entirety and replaced by the following:

12.03 Crediting of Interest to the General Account Stable Value Fund Account. We guarantee a credited rate of interest on the amounts allocated to the General Account Stable Value Fund Account described in the Stable Value Fund Rider. On a semi-annual basis we shall declare a guaranteed credited rate that shall apply for a six month period. We will declare a guaranteed credited rate of interest at six month intervals and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The initial credited interest rate and the six month period is shown on Schedule A of the Contract. There is no minimum guaranteed interest rate for the General Account Stable Value Fund Account under the Contract. Interest is credited to the General Account Stable Value Fund Account daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established.

2. Schedule A of the Contract attached hereto replaces the prior versions of the respective Schedule A.

The Contractholder may reject this Amendment document in writing at any time prior to the Amendment Effective Date. Absent a rejection prior to the Effective Date, the Contractholder's acceptance of this Amendment document, continued deposits to the Contract, or any other Contractholder actions that exercise rights under the Contract shall be construed by us to indicate consent. We shall use a similar advance notice process for the delivery of any future amendment proposals and shall construe Contractholder acceptance of any such proposal by similar means. On that basis, the Contract is amended as of the Amendment Effective Date as described above.

This Amendment is part of the Contract and Stable Value Fund Rider as of the Amendment Effective Date and shall not otherwise change, alter or amend the Contract except as stated herein.

Signed by Transamerica Financial Life Insurance Company on the Amendment Effective Date.



Peter G Kunkel, President



Countersignature



Craig D. Vermie, Secretary

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APPLICATION FOR CONTRACT

Administrative Use Only:	Principal Office Location (State of Contract Issuance) _____	[product name/ID#]	Proposal /Contract # as applicable:
<p>This is an Application for Contract (<i>Application</i>). The Contract is underwritten by Transamerica Financial Life Insurance Company (<i>Transamerica</i>). The Contract is applied for by the employer/Plan sponsor, Plan trustee or other entity that signs this Application for the Contract (<i>Applicant</i>). The Contract is issued to the Contractholder shown in the Contract. The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (<i>together, Investment Choices</i>), for the purpose of accumulation of assets for payment of Plan benefits for participants.</p> <p>Plan Sponsor Name: _____</p> <p>Plan Name: _____</p>			
Section I. Asset Information			
1.	Estimated first-year annual deposits in the form of Plan contributions: <i>(Do not include any amounts that will later transfer out of the contract to outside Plan investments)</i>		\$
2.	Estimated takeover amount to be received from an existing plan: (<i>see Section IV</i>)		\$
3.	Total estimated first-year deposits (line 1 plus line 2): <i>(NOTE: These estimates may be used in the calculation of the Contract's charges in the first deposit year)</i>		\$
4.	Anticipated rollover assets from individual Participants <i>(NOTE: These amounts are not used in the calculation of Contract's charges)</i>		\$
Section II. Participant Information (Not applicable to defined benefit Plans)			
1.	What is the expected number of Participants?		
2.	What is the estimated first-year average Participant balance?		\$
Section III. Effective Date			
<p>When the Contract is approved for issuance by Transamerica, the Contract, for takeover plans, is generally effective on the date this Application is received in "good order" at Transamerica's administrative office in Los Angeles, California. For start-up plans, the Contract is generally effective on the later of the date this Application is received in "good order" or the Plan effective date. Good order is defined in the application and agreement for services.</p> <p><input type="checkbox"/> The Applicant hereby elects that the plan expense payment processing service be included with the Contract as of the effective date of the Contract, provided the Plan qualifies for the service and Transamerica approves such election. <input type="checkbox"/> Check here to decline this service.]</p>			
Section IV. Asset Bridge* / Replacement			
1.	Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		
2.	Does the existing investment or insurance impose a penalty for termination? <input type="checkbox"/> Yes <input type="checkbox"/> No		
3.	If yes, indicate the estimated amount of penalty imposed by the existing plan investment or insurance?		\$
4.	Is the Asset Bridge provision requested at this time? <input type="checkbox"/> Yes <input type="checkbox"/> No		
<p>*The Asset Bridge provision provides for a credit that reduces discontinuance or surrender charges of a prior provider. The amount indicated is an estimate, however, when the Contract is issued, the actual penalty amount from the prior carrier will be used to determine the credit given.</p> <p>NOTICE: When a make-up amount under the Asset Bridge provision is given, the Contract's charges are increased, and a charge for discontinuance applies for a limited time period. This increase in charges and charge for discontinuance would not apply if the Asset Bridge provision were not elected. Consideration should be given to these increased charges to be sure the financial needs and goals of the Plan are met.</p>			

Transamerica Financial Life Insurance Company

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APPLICATION FOR CONTRACT

Section V. Investment Choice Selection	
<p>The Investment Choices offered by Transamerica to be included in the Contract are selected by the Applicant. The selection of Investment Choices is subject to the terms set forth in this Section V on the date this Application is signed. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.</p> <p>The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.</p>	
Investment Choice Type	Guideline or Rule
[Cash Equivalent*]	Unless otherwise agreed to by Transamerica, the following guidelines or rules apply to the selection of Investment Choices under the Contract. Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Default/Qualified Default Investment Alternative (QDIA)]	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:]	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services]	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]
<p>Investment Choices have been assigned to various asset classes based solely on Transamerica's assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, Plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for Plan participants.</p> <p>The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests. As a result of these market changes, the value of each Separate Account will be subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.</p>	

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APPLICATION FOR CONTRACT

Section VI. Contract Signatures

For the duration the coverage is in effect, applicant(s) executing this Application for Contract represent, acknowledge, understand, and accept that:

1. This Application will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. As signatories of this Application, the Applicants are authorized by the named Plan fiduciary and/or the Plan Sponsor to:
 - a. Execute this Application;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application; and
 - c. Act as a fiduciary on behalf of the Plan
3. The Contract allows for the investment in Separate Account/Sub-account Investment Choices and a general account/stable value Investment Choice for the purpose of providing retirement benefits to participants.
4. Investment Choice selections are subject to the terms contained in this Application. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.
5. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
6. In the event the Contractholder elects to participate in a Target Maturity Series offered by Transamerica, the Contractholder authorizes and directs Transamerica to add additional asset portfolios offered, as such portfolio are made available by the underlying mutual fund sponsor, to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
7. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
8. It is important that the total estimated first-year deposits shown in Section I of this Application are accurate. These amounts may be used in the calculation of the Contract asset charges for the first deposit year of the Contract. Refer to the Contract for specific details on how charges are calculated.
9. The following information has been disclosed to the Applicant prior to the execution of this Application:
 - a. Charges and fees applicable to the Contract, which are described in the Plan Pricing document generated with the Proposal, or in an Acknowledgment of Fees document. [, including charges associated with the plan expense payment processing service which the Applicant hereby directs Transamerica to allocate/credit to the Suspense Account for withdrawal to pay Plan expenses];
 - b. Hold(s) or waiting period(s) and/or trading restrictions on investment choices made available under the Contract; and
 - c. If commissions are paid, the commission disclosure information pursuant to Prohibited Transaction Class Exemptions 77-9 and 84-24 and other laws and regulations. In addition, the Applicant, as a fiduciary of the Plan independent of Transamerica, approves the purchase of the Contract (the transaction) pursuant to such commission disclosure information.
10. Transamerica may provide other ministerial services, pursuant to a separate written agreement. The application of the terms of the Contract shall not be impacted by Transamerica's performance under any other agreement.
11. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
12. The Applicant hereby approves the issuance of the Contract on behalf of the Plan.
13. The Applicant has provided Contractholder or authorized representative with the Investment Fact Sheets and the accompanying disclosure pages for the Investment Choices made available to the Plan under the Contract.
14. The named Plan fiduciary must be disclosed in Section VIII below.

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APPLICATION FOR CONTRACT

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

Transamerica Financial Life Insurance Company

A Stock Company

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Los Angeles, CA 90015]

APPLICATION FOR CONTRACT

Signed at: _____ (City) (State)		Date: _____	
(1) _____ Printed or typed Name		(2) _____ Printed or typed Name	
_____ Signature		_____ Signature	
Title: _____ <input type="checkbox"/> Plan Sponsor <input type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary		Title: _____ <input type="checkbox"/> Plan Sponsor <input type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary	
Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete Section VII below)		Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete Section VII below)	
Section VII. Withdrawal Authorization			
Individuals listed below are hereby authorized to request withdrawals or payments of Plan benefits under the Contract, on behalf of the Contractholder or authorized representative. This authorization will remain in effect until revoked in writing by the Contractholder or authorized representative, and Transamerica receives such written revocation at its Administrative Office.			
(1) _____ Printed or typed Name		(2) _____ Printed or typed Name	
_____ Signature		_____ Signature	
Title: _____		Title: _____	
Section VIII – Named Plan Fiduciary:			
The named Plan fiduciary is:			
[Section IX Agent Information			
Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ Agent Printed or typed Name		_____ Agent Signature	
For Florida Contracts, list the agent's Florida License Identification Number:		ID#:	Date:

]

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION FOR CONTRACT

IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

This information is applicable at the time of Contract issuance and could change in the future. Please also read the applicable quarterly Investment Fact Sheets and accompanying disclosure pages carefully for additional and more current information.

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

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

[Asset Allocation and Strategic Allocation Investment Choices. Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon. When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

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

[Target Maturity or Target Dates Investment Choices. Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches. When selecting the Target Maturity/Target Date Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]

[Default Investment Choice. Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs under the applicable regulations. Subject to other regulations, the Plan fiduciary is responsible for determining whether the default investment selected is prudent for its participants and whether such Investment Choice qualifies as a QDIA under the applicable regulations. Additional requirements must also be met for a Plan fiduciary to obtain relief under the regulations.

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APPLICATION FOR CONTRACT

[PortfolioXpressSM. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpressSM** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpressSM is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]

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APPLICATION -- REQUEST FOR CONTRACT CHANGE

Prepared Date:

Plan Sponsor Name:		Contract #	
Plan Name:		Serial/Tracking #	

In accordance with this Application – Request for Contract Change and the proposed fees and charges shown in the attached Comparison of Fees document, which is identified with the Serial Number referenced above, I hereby apply for the following change(s) under the Contract which may result in a modification to the Contract.

- Change the commissions payable to the existing or new broker of record.]
- Change fees and charges to reflect current Contract characteristics and plan demographics]
- Change the Cash Equivalent Investment Choice under the Contract.]
- Include the plan expense payment processing service with the Contract. As shown in the Comparison of Fees document, allocate/credit any associated charges and fees under the Contract, to the Suspense Account for withdrawal to pay plan expenses.]
- Discontinue the plan expense payment processing service and allocation/crediting of any associated charges and fees under the Contract to the Suspense Account.]

By my signature below, I hereby attest that I have reviewed the information provided and acknowledge and understand that:

1. By signing this Application – Request for Contract Change, the current fee structure may change in accordance with the information provided to me on the attached Comparison of Fees document.
2. Applicable Contract documents will be issued and sent to me when this Application – Request for Contract Change is received and processed by Transamerica, at its Administrative Office in Los Angeles.
3. Any modified Contract documents I receive, together with this Application – Request for Contract Change will be the controlling documents for the change and as such, I should review the modified contract documents carefully.

The executed copy of this Application – Request for Contract Change and any modified Contract document shall be become part of the Contract.
4. Because the proposed fees, charges and changes shown in the attached Comparison of Fees document are valid for only **90 days** from the Prepared Date shown above, this Application – Request for Contract Change must be signed and received by Transamerica at its Administrative Office at 1150 South Olive Street, Los Angeles, CA 90015 or faxed to (213) 763- 9523 within such 90-day period in order to effect the requested changes.
5. The information provided in the attached Comparison of Fee document is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, including disclosure of all changes to any applicable fees and services applicable to the Contract and any services agreement between the Contractholder and Transamerica, as required under ERISA Section 408(b)(2).
6. Changes to the contract that affect services provided and fees assessed to Plan participants must be disclosed by the Plan sponsor to eligible employees and beneficiaries at least 30, but no more than 90, days in advance of the effective date of any such change, as required under ERISA Section 404(a). The changes requested by the Contractholder may not take effect until such notices have been provided and the appropriate notice period is complete.

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

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

Signature

<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

Transamerica Financial Life Insurance Company

A Stock Company

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Los Angeles, CA 90015]

APPLICATION TO CHANGE INVESTMENT CHOICES

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

As authorized and indicated by the name Plan fiduciary and/or the plan sponsor, the Investment Choices selected to add and remove are shown below. Additionally, assets from the removed Investment Choices should be transferred as shown.

Fund ID #	Name	Direction
Cash Equivalents*		
108	ABC investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
1180	XYZ Investment Choice	<input type="checkbox"/> Add
Bond		
Short Term		
635	ABC investment Choice	<input type="checkbox"/> Add
1504	XYZ Investment Choice	<input type="checkbox"/> Add
Intermediate Term		
158	ABC investment Choice	<input type="checkbox"/> Add
435	XYZ Investment Choice	<input type="checkbox"/> Add
Long Term		
100	ABC investment Choice	<input type="checkbox"/> Add
150	XYZ Investment Choice	<input type="checkbox"/> Add
High Yield Bond		
434	ABC investment Choice	<input type="checkbox"/> Add
1431	XYZ Investment Choice	<input type="checkbox"/> Add
International/Global Bond		
1229	ABC investment Choice	<input type="checkbox"/> Add
	XYZ Investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
Hybrid		
Balanced		
119	ABC investment Choice	<input type="checkbox"/> Add
1439	XYZ Investment Choice	<input type="checkbox"/> Add
Asset Allocation		
1123	ABC investment Choice	<input type="checkbox"/> Add
1124	XYZ Investment Choice	<input type="checkbox"/> Add
TMF		
845	ABC investment Choice	<input type="checkbox"/> Add
846	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Value Equity		
Large Cap		
141	ABC investment Choice	<input type="checkbox"/> Add
428	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
427	ABC investment Choice	<input type="checkbox"/> Add
1214	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Blend Equity		
Large Cap		
139	ABC investment Choice	<input type="checkbox"/> Add
168	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		

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APPLICATION TO CHANGE INVESTMENT CHOICES

820 ABC investment Choice Add
1453 XYZ Investment Choice Add

Large/Mid Growth Equity

Large Cap
101 ABC investment Choice Add
137 XYZ Investment Choice Add
Mid Cap
147 ABC investment Choice Add
167 XYZ Investment Choice Add
Mid Cap
147 ABC investment Choice Add
167 XYZ Investment Choice Add

Small Company Equity

Value
535 ABC investment Choice Add
844 XYZ Investment Choice Add
Blend
140 ABC investment Choice Add
817 XYZ Investment Choice Add
Growth
151 ABC investment Choice Add
1216 XYZ Investment Choice Add

Global Equity

149 ABC investment Choice Add
216 XYZ Investment Choice Add

International Equity

143 ABC investment Choice Delete & transfer assets to Choice # _____
195 XYZ Investment Choice Add

Specialty

1215 ABC investment Choice Add
1234 XYZ Investment Choice Add

[Change of the Default Investment Choice: From the list of Investment Choices above, indicate a Default Investment Choice to hold monies that cannot be allocated:

Target Maturity Series *(The entire series will be the default fund)*

Portfolio Express

(If you want PortfolioXpress to be used as a default investment choice, PortfolioXpress must also be chosen on the applicable Checklist and or Addendum to Application and Agreement for Services., See " Important Information Regarding Investment Choices", in this Application for more information.)

Other _____ (Choose any other available investment choice)

QDIA: Is it intended for the Plan's Default Investment Choice to be a QDIA as described in the QDIA Fact Sheet? Yes No
(QDIAs are not applicable to defined benefit plans or to employer-directed plans or accounts)

Plan Forfeitures: Select where Plan Forfeiture should be held:

Plan Forfeitures are to be held in the Plan's Default Investment Choice selected above

Plan Forfeitures are to be held in the Cash Equivalent Investment choice selected for the Plan on this application.

Note: A Target maturity Series cannot receive forfeitures. If a Target maturity Series is selected as the Plan's Default Investment Choices, then the Cash Equivalent Investment Choice must be used for Plan forfeitures.]

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APPLICATION TO CHANGE INVESTMENT CHOICES

Transamerica Financial Life Insurance Company

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APPLICATION TO CHANGE INVESTMENT CHOICES

Authorization and Signature

Persons(s) executing this Application represent, acknowledge, understand, and accept that:

1. This Application to Change Investment Choices will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. Signatories of this Application to Change Investment Choices are authorized by the named Plan fiduciary and/or Plan Sponsor to:
 - a. Execute this Application to Change Investment Choices;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application to Change Investment Choices; and
 - c. Act as a fiduciary on behalf of the Plan
3. This is a request to make the changes outlined above. This request will be retained as evidence of the change and will become a part of the Contract.
4. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
5. The Guidelines and Rules provision on this Application have been considered when adding/removing Investment Choices for the Plan. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
6. Contractholder or authorized representative has been provided with and has reviewed the Investment Fact Sheets and the accompanying disclosure pages, including any hold(s) or waiting period(s) and/or trading restrictions for the Investment Choices made available to the Plan under the Contract on Transamerica's Web site at www.ta-retirement.com ("Site") and is aware of the expenses of each Investment Choice added or removed from availability to the Plan..
7. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
8. In the event the Contractholder elects to offer Target Maturity Series, Asset Allocation, or Strategic Allocation portfolios, the Contractholder authorizes and directs Transamerica to add additional asset portfolios, as such portfolios become available, by the underlying mutual fund sponsor to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
9. The information provided on the Investment Fact Sheets, the accompanying disclosure pages and on the Site is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, with respect to the costs associated with the Investment Choices selected to be available to the Plan as required under ERISA Section 408(b)(2).
10. Changes to the Investment Choices that affect the overall fees assessed to Plan participants must be disclosed by the Plan Sponsor to eligible employees and beneficiaries at least 30 days, but not more than 90 days in advance of the effective date of such change, as required under ERISA Section 404(a). The changes requested to the Investment Choices may not take effect until such notices have been provided and the appropriate notice period is complete.
11. After processing an Investment Choice change on the Web, the changes made to the Investment Choices available to the Plan can be viewed by logging in to the Site and selecting the "Document Center. Documents associated with the transaction will display under the applicable effective date of the change on the "Plan Document" tab.

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APPLICATION TO CHANGE INVESTMENT CHOICES

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Signature

<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

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APPLICATION TO CHANGE INVESTMENT CHOICES

Investment Choice Selection

This is an Application to Change Investment Choices which provides for the addition and deletion of Investment Choices under the Contract, underwritten by Transamerica Financial Life Insurance Company (*Transamerica*). The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (*together, Investment Choices*), for the purpose of accumulation of assets for payment of Plan benefits for participants. Terms used in this Application to Change Investment Choices have the same meaning as the terms used in the Contract. The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder or authorized representative.

Adding and deleting Investment Choices is subject to the terms set forth in this Application to Change Investment Choices on the date this Application is signed by the Contractholder or authorized representative. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed by the Contractholder or authorized representative.**

The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. **Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.**

Investment Choice Type	Guideline or Rule
	Unless otherwise agreed to by Transamerica, the following guidelines or rules apply to the selection of Investment Choices under the Contract.
[Cash Equivalent	Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Default/Qualified Default Investment Alternative (QDIA)	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the Plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]

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

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

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APPLICATION TO CHANGE INVESTMENT CHOICES

IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

Please also read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.

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

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding the any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

[Asset Allocation and Strategic Allocation Investment Choices. Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.

When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

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

[Target Maturity or Target Dates Investment Choices. Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches.

As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, the Contractholder directs and authorizes Transamerica to add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]

[Default Investment Choice. Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

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Los Angeles, CA 90015]

APPLICATION TO CHANGE INVESTMENT CHOICES

[PortfolioXpressSM. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpressSM** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpressSM is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.

See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]

SCHEDULE A

SCHEDULE A – PART 1
CONTRACT NUMBER: [800006]
CONTRACT DATE: [January 1, 2011]
EFFECTIVE DATE OF SCHEDULE: [July 1, 2012]

As of the Effective Date of Schedule, this Schedule A – Part 1 (“Schedule 1”) becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule 1. This Schedule 1 supersedes any Schedule 1 of the same name which was previously issued or any amendment or schedule under the Contract addressing the subject matter contained herein. Future changes to this Schedule 1 will be effectuated by an updated Schedule 1 issued to the Contractholder.

PLAN NAME: *[Plan Name]*

CONTRACTHOLDER: *[Contractholder Name]*

CONTRACT NUMBER: *[Contract Number]*

CONTRACT DATE: *[Contract Date]*

FIRST ANNIVERSARY *[First Anniversary Date]*

CONTRACT QUARTER *[Contract Quarter]*

JURISDICTION: *[State of Issue]*

MARKET MAKEUP AMOUNT (IF ANY): *[MVECcredit]*

STABLE VALUE FUND SELECTED: *[yes][no]*

<if general account stable value>

[General Account Stable Value Fund Account Guaranteed Interest Rate and Period [rate] [month/day/year] –[month/day/year]

We guarantee a credited rate of interest on amounts allocated to the General Account Stable Value Fund Account. On a semi-annual basis we shall declare a guaranteed credited rate that shall apply for a six-month period. We will declare the guaranteed credited rate of interest at six-month intervals and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The General Account Stable Value Fund Account Guaranteed Interest Rate shown in this schedule will be guaranteed for the Period shown above. There is no minimum guaranteed interest rate under this Contract. Interest is credited to the General Account Stable Value Fund Account daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established. The Contractholder may replace the General Account Stable Value Fund Account with another Contract Account or discontinue the Contract in accordance with the transfer and discontinuance provisions of the Contract and the Discontinuance provisions in this Schedule A.]

SCHEDULE A – PART 2
CONTRACT NUMBER: [800006]
CONTRACT DATE: [January 1, 2011]
EFFECTIVE DATE OF SCHEDULE: [January 1, 2012]

As of the Effective Date of Schedule, this Schedule A –Part 2 (“Schedule 2”), becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule 2. This Schedule 2 supersedes any Schedule 2 of the same name which was previously issued or any amendment or schedule under the Contract addressing the subject matter contained herein. Future changes to this Schedule 2 will be effectuated by an updated Schedule 2 issued to the Contractholder.

CONTRACT ASSET CHARGES

< Multiple employer plans and pricing based ON BALANCE of each individual participating employer>

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

<Non Multiple Employer Plans and pricing is based on estimates and credit is not given for charges of prior carrier>.

[Using the percentages in the table below, for the first Deposit Year, the Contract Asset Charge (“CAC”) is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the value of all assets under the Contract, other than assets held in suspense, exceeds the total estimated deposits shown in the application for Contract, the CAC will adjust accordingly.]

<Contracts not receiving credit for charges of prior carrier/not multiple employer plans>

[Using the percentages in the table below, beginning with the second Deposit Year, Contract Asset Charges are assessed each [month] [quarter] [year], based on the value of all assets under the Contract.]

<Contracts not receiving credit for charges of prior carrier, / multiple employer plans with aggregate pricing>

[Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each [month][quarter][year], based on the value of all assets under the Contract for all employers participating in the Contract (in the aggregate).

<charges are increased for a specified period / Non multiple employer plan>.

[In accordance with the Endorsement for Market Make-up Option, for the first 5 Deposit Year(s), the Contract Asset Charge (“CAC”) is increased by [0.10% - 1.20%] [annually] [0.008% – 0.1%][monthly] [0.025% – 0.3%][quarterly], based on all assets under the Contract. Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract.]

<charges are increased for a specified period / multiple employer plan>.

[In accordance with the Endorsement for Market Make-up Option, for the first 5 Deposit Year(s), the Contract Asset Charge (“CAC”) is increased by [0.10% - 1.20%] [annually] [0.008% – 0.1%][monthly] [0.025% – 0.3%][quarterly], based on all assets under the Contract. Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract for all employers participating in the Contract (in the aggregate).

Contract Asset Charge Table

<i>[Value of all assets under the Contract]</i> <i>[Value of assets for all employers participating in the Contract]</i> <i>[Value of assets of each individual employer participating in the Contract and not in the Aggregate]</i>	<i>[Monthly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i>	<i>[Quarterly Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i>	<i>[Annual Charge]</i> <i>(A negative percentage represents a credit to the Contract)</i>
[Band 1]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 2]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 3]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 4]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 5]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 6]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 7]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 8]	[[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 9]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 10]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 11]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 12]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 13]	[[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]
[Band 14]	[0.0000% - 0.3333%]	[0.00% - 1.00%]	[0.00% - 4.00%]

]]

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

<if AssetBridge is yes>

[Make up Amount: Upon receipt of the Takeover Amount shown on the Application for Contract, a Make Up Amount of [Make Up Amount], will be credited to the Contract and allocated among the Contract Accounts as directed by the Contractholder.

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

Important Notice: As consideration for the Make Up Amount, the Contract is subject to additional charges that would not apply if you had not elected to receive the Make Up Amount. The additional charges should be considered along with the benefit of receiving the Make Up Amount to be sure it meets your financial needs and objectives. The additional charges applicable to the Make Up Amount include increased Contract Asset Charges and Surrender Charges upon discontinuance for a limited number of years. The additional Contract Asset Charges are reflected in this Schedule and any Surrender Charges are reflected in this Schedule under Discontinuance.]

SCHEDULE A – PART 3
CONTRACT NUMBER: [800006]
CONTRACT DATE: [January 1, 2011]
EFFECTIVE DATE OF SCHEDULE: [January 1, 2012]

As of the Effective Date of Schedule, this Schedule A – Part 3 (“Schedule 3”) becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule 3. This Schedule 3 supersedes any Schedule 3 of the same name which was previously issued or any amendment or schedule under the Contract addressing the subject matter contained herein. Future changes to this Schedule 3 will be effectuated by an updated Schedule 3 issued to the Contractholder.

DISCONTINUANCE

Subject to the terms of the Contract, upon Total Discontinuance or Partial Discontinuance, the value of Contract Accounts (“Discontinuance Value”) is paid as follows:

<if sub-account stable value >

Sub-account Stable Value Accounts

The trustees for underlying investments of Sub-account stable value products often require 12 months advance notice for withdrawals made as a result of discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Advance Notice of discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the discontinuance. The discontinuance payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.]

<endif>

Contract Accounts other than the General Account Stable Value Fund Account and Sub-account Stable Value Accounts:

Except for the General Account Stable Value Fund Account described in the Stable Value Fund Rider of this Contract and/or any Sub-account stable value account, the value of Sub-account Contract Accounts will be paid within 10 Business Days after Advance Notice of discontinuance is received. Such value will be calculated on the day before the payment is made.

<if general account stable value>

General Account Stable Value Fund:

Notwithstanding any of the provisions in the Stable Value Fund Rider or any other provision under this Contract, withdrawals from the General Account Stable Value Fund Account resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund Account provision below.

Contractholder’s Direction to Transfer Assets of the General Account Stable Value Fund Account:

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund Account (described in the Stable Value Fund Rider), resulting from the Contractholder directing us to transfer all or portions of the General Account Stable Value Fund Account assets to another Sub-account available under the Contract, will be transferred on the [90th] [270th] Business Day after direction is received by us from the Contractholder; provided, however, that in the event we declare a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund Account provision below.

Deferral of Payment or Transfer of General Account Stable Value Fund Account:

If we incur withdrawals and/or receive withdrawal requests equal to or greater than either:

- (a) [1%-20%]of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in our Transamerica Retirement Services division (“TRS Stable Value Accounts”) during any consecutive [1-6]-month period, or
- (b) [1%-50%] of the total assets of all TRS Stable Value Accounts during any consecutive [6-12]-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in our reasonable judgment, we may delay payments and transfers of such assets for all contractholders for up to 12 months (the "Delay Period").

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund Account assets to another Contract Account will be delayed for all contractholders invested in the General Account Stable Value Fund Account until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund Account on a date specified by us and end for all contractholders invested in the General Account Stable Value Fund Account on a subsequent date specified by us, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund Account as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund Account until we declare that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. We will not reduce the guaranteed interest rate during the Delay Period.]

<if Asset Bridge equals yes>

Discontinuance Charges. Upon Total or Partial Discontinuance of the Contract, the following Discontinuance Charge Percentages are deducted from all Contract Accounts prior to payment. The Discontinuance Charge Percentages shown also apply to Partial Discontinuance resulting from any Contractholder directed withdrawal, when applicable.

<if state other than Oregon>

Discontinuance Charge Percentages

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

<if Oregon>

Discontinuance Charge Percentages

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

<endif>

<if Asset Bridge equals yes and MEPag>

[A surrender charge would apply for withdrawals resulting from participating employers leaving a Multiple Employer Plan. This is considered a Partial Discontinuance.]

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

SCHEDULE A – PART 4

CONTRACT NUMBER: [800006]

CONTRACT DATE: [January 1, 2011]

EFFECTIVE DATE OF SCHEDULE: [January 1, 2012]

As of the Effective Date of Schedule, this Schedule A – Part 4 (“Schedule 4”), becomes a part of the Contract for the Contract number shown above. The Contract is hereby amended to include the provisions of this Schedule 4. This Schedule 4 supersedes any Schedule 4 of the same name which was previously issued or any amendment or schedule under the Contract addressing the subject matter contained herein. Future changes to this Schedule 4 will be effectuated by an updated Schedule 4 issued to the Contractholder.

The Sub-Accounts established under the Contract are listed below.

[Name of Sub-account][Description]

Separate Account Maintenance Charge

The applicable Separate Account Maintenance Charge for each Sub-account will be calculated and withdrawn daily and will belong to us. The daily Separate Account Maintenance Charges for each Sub-account will be the product of the daily equivalent of the applicable effective annual rate shown in the following schedule, multiplied by the market value of the assets in the Sub-account.

Sub-Account	Separate Account Maintenance Charge
[Name of Sub-Accounts/Contract Account]	[0.00%-2.10%]
[All Sub-Account/Contract Accounts]	[0.00%-2.10%]

*All Sub-accounts ending with “Ret Acct” established under the Contract are subject to fees charged by the underlying separate accounts maintained by Transamerica Life Insurance Company (“TLIC”). All Sub-accounts ending with “Inv Acct” established under the Contract are subject to the expenses imposed by the applicable outside mutual fund or other investment where applicable.

Determination of Sub-Account Class

Sub-Account Class	Sum of Initial Deposit and Transfers or Value at end of preceding Calendar Quarter
A	Less than \$5,000,000
B	\$5,000,000-\$19,999,999
C	\$20,000,000-\$49,999,999
D	\$50,000,000-\$99,999,999
E	\$100,000,000 and greater
F	No regard to assets

Annual Administrative Charge.

The applicable Administrative Charge for each Sub-account Class will be calculated and withdrawn daily and will belong to us. The daily Administrative Charge for each Sub-account Class will be the product of the daily equivalent of the applicable effective annual rate shown in the following Schedule, multiplied by its share of the value of the Sub-account Class:

Sub account	Class A%	Class B%	Class C%	Class D%	Class E%	Class F%
[Name of Sub-Accounts/Contract Account]	[0.00-3.75]	[0.00-3.40]	[0.00-3.15]	[0.00-3.10]	[0.00-3.05]	[0.00-3.75]
[All Sub-Account/Contract Accounts]						

*All Sub-accounts ending with "Ret Acct" established under the Contract are subject to fees charged by the underlying separate accounts maintained by TLIC. All Sub-accounts ending with "Inv Acct" established under the Contract are subject to the expenses imposed by the applicable outside mutual fund or other investment where applicable.

SERFF Tracking Number: MWSG-128206240 State: Arkansas
 Filing Company: Transamerica Financial Life Insurance Company State Tracking Number:
 Company Tracking Number: AMEND-10-SVF
 TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
 Product Name: Group Annuity Amendments
 Project Name/Number: /

Supporting Document Schedules

	Item Status:	Status Date:
<p>Satisfied - Item: Flesch Certification Comments: Attached is the Certification of Compliance. A Flesch score certification is not being provided as the base contract with which these forms will be used serves as a funding vehicle for pension, profit-sharing or deferred compensation plans. As such, the are exempt from the Flesch score requirements. Attachment: AR Certification of Compliance.pdf</p>		
<p>Bypassed - Item: Application Bypass Reason: This filing does not include a policy. Comments:</p>		
<p>Bypassed - Item: Life & Annuity - Acturial Memo Bypass Reason: Not applicable. This filing consists solely of applications, a schedule and amendments, none of which require an actuarial memorandum. Comments:</p>		
<p>Satisfied - Item: John Doe'd Forms Comments: Attachments: John Doe'd Application APP-10(2).pdf John Doe'd Application APP-RFCC-10(2).pdf John Doe'd Application CAPP-10(2).pdf</p>		

SERFF Tracking Number: MWSG-128206240 State: Arkansas
Filing Company: Transamerica Financial Life Insurance Company State Tracking Number:
Company Tracking Number: AMEND-10-SVF
TOI: A03G Group Annuities - Deferred Variable Sub-TOI: A03G.002 Flexible Premium
Product Name: Group Annuity Amendments
Project Name/Number: /

Item Status: **Status Date:**

Satisfied - Item: Statements of Variability

Comments:

Attachments:

Statement of Variability for APP-10(2).pdf
Statement of Variability for APP-RFCC-10(2).pdf
Statement of Variability for CAPP-10(2).pdf
Statement of Variability for Schedule A.pdf

Item Status: **Status Date:**

Satisfied - Item: Authorization Letter

Comments:

Attachment:

Authorization Letter.pdf

Item Status: **Status Date:**

Satisfied - Item: Cover Letter dated 4-1-12

Comments:

Attachment:

AR Cover Letter dated 4-1-12.pdf

CERTIFICATION

I, Beverly Sanchez, Assistant Vice President, of Transamerica Financial Life Insurance Company, do hereby certify that the forms identified below comply with:

- Arkansas Rule and Regulation 19, Unfair Sex Discrimination in the Sale of Insurance.
- Arkansas Rule and Regulation 49, Life and Health Insurance Guaranty Association Notices.
- Arkansas Code Annotated § 23-79-138 as provided for in Bulletin 11-88, Consumer Information Notice.

**TRANSAMERICA FINANCIAL LIFE
INSURANCE COMPANY**



Beverly Sanchez
Assistant Vice President

Date: March 28, 2012

<u>Name of Form</u>	<u>Form Number</u>
Amendment to Stable Value Fund Rider	AMEND-10-SVF
Amendment to Contract	AMEND-10-SAMC
Schedule A	TA-AP-2001-SCH A(2)
Application for Contract	APP-10(2)
Application to Change Investment Choices	CAPP-10(2)
Application – Request for Contract Change	APP-RFCC-10(2)

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION FOR CONTRACT

Administrative Use Only:	Principal Office Location (State of Contract Issuance) [Any State]	[product name/ID#][Director Series]	Proposal /Contract # as applicable: [12345]
<p>This is an Application for Contract (<i>Application</i>). The Contract is underwritten by Transamerica Financial Life Insurance Company (<i>Transamerica</i>). The Contract is applied for by the employer/Plan sponsor, Plan trustee or other entity that signs this Application for the Contract (<i>Applicant</i>). The Contract is issued to the Contractholder shown in the Contract. The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (<i>together, Investment Choices</i>), for the purpose of accumulation of assets for payment of Plan benefits for participants.</p>			
<p>Plan Sponsor Name: [ABC Plan Sponsor]</p>			
<p>Plan Name: [XYZ 401(k) Retirement Plan]</p>			
Section I. Asset Information			
1.	Estimated first-year annual deposits in the form of Plan contributions: <i>(Do not include any amounts that will later transfer out of the contract to outside Plan investments)</i>		[\$ 150,000]
2.	Estimated takeover amount to be received from an existing plan: (<i>see Section IV</i>)		[\$ 300,000]
3.	Total estimated first-year deposits (line 1 plus line 2): <i>(NOTE: These estimates may be used in the calculation of the Contract's charges in the first deposit year)</i>		[\$ 450,000]
4.	Anticipated rollover assets from individual Participants <i>(NOTE: These amounts are not used in the calculation of Contract's charges)</i>		[\$ 0]
Section II. Participant Information (Not applicable to defined benefit Plans)			
1.	What is the expected number of Participants?		[135]
2.	What is the estimated first-year average Participant balance?		[\$ 15,000]
Section III. Effective Date			
<p>When the Contract is approved for issuance by Transamerica, the Contract, for takeover plans, is generally effective on the date this Application is received in "good order" at Transamerica's administrative office in Los Angeles, California. For start-up plans, the Contract is generally effective on the later of the date this Application is received in "good order" or the Plan effective date. Good order is defined in the application and agreement for services.</p>			
<p><input type="checkbox"/> The Applicant hereby elects that the plan expense payment processing service be included with the Contract as of the effective date of the Contract, provided the Plan qualifies for the service and Transamerica approves such election. <input type="checkbox"/> Check here to decline this service.]</p>			
Section IV. Asset Bridge* / Replacement			
1.	Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
2.	Does the existing investment or insurance impose a penalty for termination? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
3.	If yes, indicate the estimated amount of penalty imposed by the existing plan investment or insurance?		\$
4.	Is the Asset Bridge provision requested at this time? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
<p>*The Asset Bridge provision provides for a credit that reduces discontinuance or surrender charges of a prior provider. The amount indicated is an estimate, however, when the Contract is issued, the actual penalty amount from the prior carrier will be used to determine the credit given.</p>			
<p>NOTICE: When a make-up amount under the Asset Bridge provision is given, the Contract's charges are increased, and a charge for discontinuance applies for a limited time period. This increase in charges and charge for discontinuance would not apply if the Asset Bridge provision were not elected. Consideration should be given to these increased charges to be sure the financial needs and goals of the Plan are met.</p>			

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION FOR CONTRACT

Section V. Investment Choice Selection	
<p>The Investment Choices offered by Transamerica to be included in the Contract are selected by the Applicant. The selection of Investment Choices is subject to the terms set forth in this Section V on the date this Application is signed. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.</p> <p>The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.</p>	
Investment Choice Type	Guideline or Rule
[Cash Equivalent*]	Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Default/Qualified Default Investment Alternative (QDIA)]	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:]	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services]	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]
<p>Investment Choices have been assigned to various asset classes based solely on Transamerica's assessment of the investment policies of the underlying investment. Additionally, the current asset class may not be representative of that particular asset class in the future and may be subject to change. Accordingly, Plan fiduciaries should regularly review Investment Choices selected to determine whether such Investment Choices are prudent for Plan participants.</p> <p>The value of each Separate Account is affected by market changes and the investment income applicable to each Separate Account, based on the securities/holdings of the underlying investment(s) in which the Separate Account invests. As a result of these market changes, the value of each Separate Account will be subject to variations, both up and down, and such value is not guaranteed as to fixed dollar amount.</p>	

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APPLICATION FOR CONTRACT

Section VI. Contract Signatures

For the duration the coverage is in effect, applicant(s) executing this Application for Contract represent, acknowledge, understand, and accept that:

1. This Application will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. As signatories of this Application, the Applicants are authorized by the named Plan fiduciary and/or the Plan Sponsor to:
 - a. Execute this Application;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application; and
 - c. Act as a fiduciary on behalf of the Plan
3. The Contract allows for the investment in Separate Account/Sub-account Investment Choices and a general account/stable value Investment Choice for the purpose of providing retirement benefits to participants.
4. Investment Choice selections are subject to the terms contained in this Application. Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed.
5. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
6. In the event the Contractholder elects to participate in a Target Maturity Series offered by Transamerica, the Contractholder authorizes and directs Transamerica to add additional asset portfolios offered, as such portfolio are made available by the underlying mutual fund sponsor, to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
7. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
8. It is important that the total estimated first-year deposits shown in Section I of this Application are accurate. These amounts may be used in the calculation of the Contract asset charges for the first deposit year of the Contract. Refer to the Contract for specific details on how charges are calculated.
9. The following information has been disclosed to the Applicant prior to the execution of this Application:
 - a. Charges and fees applicable to the Contract, which are described in the Plan Pricing document generated with the Proposal, or in an Acknowledgment of Fees document. [, including charges associated with the plan expense payment processing service which the Applicant hereby directs Transamerica to allocate/credit to the Suspense Account for withdrawal to pay Plan expenses];
 - b. Hold(s) or waiting period(s) and/or trading restrictions on investment choices made available under the Contract; and
 - c. If commissions are paid, the commission disclosure information pursuant to Prohibited Transaction Class Exemptions 77-9 and 84-24 and other laws and regulations. In addition, the Applicant, as a fiduciary of the Plan independent of Transamerica, approves the purchase of the Contract (the transaction) pursuant to such commission disclosure information.
10. Transamerica may provide other ministerial services, pursuant to a separate written agreement. The application of the terms of the Contract shall not be impacted by Transamerica's performance under any other agreement.
11. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
12. The Applicant hereby approves the issuance of the Contract on behalf of the Plan.
13. The Applicant has provided Contractholder or authorized representative with the Investment Fact Sheets and the accompanying disclosure pages for the Investment Choices made available to the Plan under the Contract.
14. The named Plan fiduciary must be disclosed in Section VIII below.

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION FOR CONTRACT

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

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APPLICATION FOR CONTRACT

Signed at: _____ (City) (State)		Date: _____	
(1) _____ [John Doe] <i>Printed or typed Name</i>		(2) _____ <i>Printed or typed Name</i>	
_____ [John Doe Signature] <i>Signature</i>		_____ <i>Signature</i>	
Title: [CEO] <input checked="" type="checkbox"/> Plan Sponsor <input type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary		Title: _____ <input type="checkbox"/> Plan Sponsor <input type="checkbox"/> Trustee <input type="checkbox"/> Fiduciary	
Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete Section VII below)		Is this person authorized to request participant withdrawals or payments of Plan benefits under the Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No (If No, complete Section VII below)	
Section VII. Withdrawal Authorization			
Individuals listed below are hereby authorized to request withdrawals or payments of Plan benefits under the Contract, on behalf of the Contractholder or authorized representative. This authorization will remain in effect until revoked in writing by the Contractholder or authorized representative, and Transamerica receives such written revocation at its Administrative Office.			
(1) _____ <i>Printed or typed Name</i>		(2) _____ <i>Printed or typed Name</i>	
_____ <i>Signature</i>		_____ <i>Signature</i>	
Title: _____		Title: _____	
Section VIII – Named Plan Fiduciary:			
The named Plan fiduciary is:			
[Section IX Agent Information			
Will this Contract replace or change any existing investment or insurance for the Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No			
_____ <i>Agent Printed or typed Name</i>		_____ <i>Agent Signature</i>	
For Florida Contracts, list the agent's Florida License Identification Number:		ID#:	Date:

]

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APPLICATION FOR CONTRACT

IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

This information is applicable at the time of Contract issuance and could change in the future. Please also read the applicable quarterly Investment Fact Sheets and accompanying disclosure pages carefully for additional and more current information.

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

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

[Asset Allocation and Strategic Allocation Investment Choices. Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon. When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

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

[Target Maturity or Target Dates Investment Choices. Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches. When selecting the Target Maturity/Target Date Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]

[Default Investment Choice. Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs under the applicable regulations. Subject to other regulations, the Plan fiduciary is responsible for determining whether the default investment selected is prudent for its participants and whether such Investment Choice qualifies as a QDIA under the applicable regulations. Additional requirements must also be met for a Plan fiduciary to obtain relief under the regulations.

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APPLICATION FOR CONTRACT

[PortfolioXpressSM. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpressSM** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpressSM is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]

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Transamerica Financial Life Insurance Company

A Stock Company

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Los Angeles, CA 90015]

APPLICATION -- REQUEST FOR CONTRACT CHANGE

Prepared Date:

Plan Sponsor Name:	[ABC Plan Sponsor]	Contract #	[12345]
Plan Name:	[XYZ 401(k) Plan]	Serial/Tracking #	[45648]

In accordance with this Application – Request for Contract Change and the proposed fees and charges shown in the attached Comparison of Fees document, which is identified with the Serial Number referenced above, I hereby apply for the following change(s) under the Contract which may result in a modification to the Contract.

- Change the commissions payable to the existing or new broker of record.]
- Change fees and charges to reflect current Contract characteristics and plan demographics]
- Change the Cash Equivalent Investment Choice under the Contract.]
- Include the plan expense payment processing service with the Contract. As shown in the Comparison of Fees document, allocate/credit any associated charges and fees under the Contract, to the suspense account for withdrawal to pay plan expenses.]
- Discontinue the plan expense payment processing service and allocation/crediting of any associated charges and fees under the Contract to the suspense account.]

By my signature below, I hereby attest that I have reviewed the information provided and acknowledge and understand that:

1. By signing this Application – Request for Contract Change, the current fee structure may change in accordance with the information provided to me on the attached Comparison of Fees document.
2. Applicable Contract documents will be issued and sent to me when this Application – Request for Contract Change is received and processed by Transamerica, at its Administrative Office in Los Angeles.
3. Any modified Contract documents I receive, together with this Application – Request for Contract Change will be the controlling documents for the change and as such, I should review the modified contract documents carefully.

The executed copy of this Application – Request for Contract Change and any modified Contract document shall become part of the Contract.

4. Because the proposed fees, charges and changes shown in the attached Comparison of Fees document are valid for only **90 days** from the Prepared Date shown above, this Application – Request for Contract Change must be signed and received by Transamerica at its Administrative Office at 1150 South Olive Street, Los Angeles, CA 90015 or faxed to (213) 763- 9523 within such 90-day period in order to effect the requested changes.
5. The information provided in the attached Comparison of Fee document is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, including disclosure of all changes to any applicable fees and services applicable to the Contract and any services agreement between the Contractholder and Transamerica, as required under ERISA Section 408(b)(2).
6. Changes to the contract that affect services provided and fees assessed to Plan participants must be disclosed by the Plan sponsor to eligible employees and beneficiaries at least 30, but no more than 90, days in advance of the effective date of any such change, as required under ERISA Section 404(a). The changes requested by the Contractholder may not take effect until such notices have been provided and the appropriate notice period is complete.

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

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

Signature

[John Doe]	<i>[John Doe]</i>	<i>[03/25/2012]</i>
<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION TO CHANGE INVESTMENT CHOICES

Plan Sponsor Name:	[ABC Plan Sponsor]	Proposal #/Contract # <i>(as applicable)</i>	[12345]
Plan Name:	[XYZ 401(k) Retirement Plan]	Serial/Tracking # [58597]	

As authorized and indicated by the name Plan fiduciary and/or the plan sponsor, the Investment Choices selected to add and remove are shown below. Additionally, assets from the removed Investment Choices should be transferred as shown.

Fund ID #	Name	Direction
[Cash Equivalents*]		
108	ABC investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
1180	XYZ Investment Choice	<input type="checkbox"/> Add
Bond		
Short Term		
635	ABC investment Choice	<input type="checkbox"/> Add
1504	XYZ Investment Choice	<input type="checkbox"/> Add
Intermediate Term		
158	ABC investment Choice	<input type="checkbox"/> Add
435	XYZ Investment Choice	<input type="checkbox"/> Add
Long Term		
100	ABC investment Choice	<input type="checkbox"/> Add
150	XYZ Investment Choice	<input type="checkbox"/> Add
High Yield Bond		
434	ABC investment Choice	<input type="checkbox"/> Add
1431	XYZ Investment Choice	<input type="checkbox"/> Add
International/Global Bond		
1229	ABC investment Choice	<input type="checkbox"/> Add
	XYZ Investment Choice	<input type="checkbox"/> Delete & transfer assets to Choice # _____
Hybrid		
Balanced		
119	ABC investment Choice	<input type="checkbox"/> Add
1439	XYZ Investment Choice	<input type="checkbox"/> Add
Asset Allocation		
1123	ABC investment Choice	<input type="checkbox"/> Add
1124	XYZ Investment Choice	<input type="checkbox"/> Add
TMF		
845	ABC investment Choice	<input type="checkbox"/> Add
846	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Value Equity		
Large Cap		
141	ABC investment Choice	<input type="checkbox"/> Add
428	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		
427	ABC investment Choice	<input type="checkbox"/> Add
1214	XYZ Investment Choice	<input type="checkbox"/> Add
Large/Mid Blend Equity		
Large Cap		
139	ABC investment Choice	<input type="checkbox"/> Add
168	XYZ Investment Choice	<input type="checkbox"/> Add
Mid Cap		

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APPLICATION TO CHANGE INVESTMENT CHOICES

820 ABC investment Choice Add
1453 XYZ Investment Choice Add

Large/Mid Growth Equity

Large Cap
101 ABC investment Choice Add
137 XYZ Investment Choice Add
Mid Cap
147 ABC investment Choice Add
167 XYZ Investment Choice Add
Mid Cap
147 ABC investment Choice Add
167 XYZ Investment Choice Add

Small Company Equity

Value
535 ABC investment Choice Add
844 XYZ Investment Choice Add
Blend
140 ABC investment Choice Add
817 XYZ Investment Choice Add
Growth
151 ABC investment Choice Add
1216 XYZ Investment Choice Add

Global Equity

149 ABC investment Choice Add
216 XYZ Investment Choice Add

International Equity

143 ABC investment Choice Delete & transfer assets to Choice # _____
195 XYZ Investment Choice Add

Specialty

1215 ABC investment Choice Add
1234 XYZ Investment Choice Add]

[Change of the Default Investment Choice: From the list of Investment Choices above, indicate a Default Investment Choice to hold monies that cannot be allocated:

Target Maturity Series *(The entire series will be the default fund)*

Portfolio Express

(If you want PortfolioXpress to be used as a default investment choice, PortfolioXpress must also be chosen on the applicable Checklist and or Addendum to Application and Agreement for Services., See " Important Information Regarding Investment Choices", in this Application for more information.)

Other _____ (Choose any other available investment choice)

QDIA: Is it intended for the Plan's Default Investment Choice to be a QDIA as described in the QDIA Fact Sheet? Yes No
(QDIAs are not applicable to defined benefit plans or to employer-directed plans or accounts)

Plan Forfeitures: Select where Plan Forfeiture should be held:

Plan Forfeitures are to be held in the Plan's Default Investment Choice selected above

Plan Forfeitures are to be held in the Cash Equivalent Investment choice selected for the Plan on this application.

Note: A Target maturity Series cannot receive forfeitures. If a Target maturity Series is selected as the Plan's Default Investment Choices, then the Cash Equivalent Investment Choice must be used for Plan forfeitures.]

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APPLICATION TO CHANGE INVESTMENT CHOICES

Authorization and Signature

Persons(s) executing this Application represent, acknowledge, understand, and accept that:

1. This Application to Change Investment Choices will become a part of the Contract issued to the Contractholder by Transamerica. The Contractholder is shown in the Contract.
2. Signatories of this Application to Change Investment Choices are authorized by the named Plan fiduciary and/or Plan Sponsor to:
 - a. Execute this Application to Change Investment Choices;
 - b. Enter into a binding agreement on behalf of the Plan Sponsor and Plan named in this Application to Change Investment Choices; and
 - c. Act as a fiduciary on behalf of the Plan
3. This is a request to make the changes outlined above. This request will be retained as evidence of the change and will become a part of the Contract.
4. The Applicant hereby certifies that the Plan covers employees of an employee benefit plan, and those assets of such employee benefit plan are intended to be qualified under Section 401(a) of the Internal Revenue Code of 1986, as amended (the "Code").
5. The Guidelines and Rules provision on this Application have been considered when adding/removing Investment Choices for the Plan. All elections made on this Application will remain in effect until revoked in writing by the Contractholder or authorized representative and, such revocation is not effective until it is received in good order by Transamerica at its Administrative Office. The named Plan fiduciary is an authorized representative of the Contractholder. If the Contractholder is a directed trustee, such directed trustee will act at the direction of the named Plan fiduciary.
6. Contractholder or authorized representative has been provided with and has reviewed the Investment Fact Sheets and the accompanying disclosure pages, including any hold(s) or waiting period(s) and/or trading restrictions for the Investment Choices made available to the Plan under the Contract on Transamerica's Web site at www.ta-retirement.com ("Site") and is aware of the expenses of each Investment Choice added or removed from availability to the Plan..
7. In the event the Contractholder elects to participate in a Separate Account/Sub-account that invests in a Collective Investment Trust ("CIT"), the Contractholder directs Transamerica, on behalf of the Contractholder, to adopt and execute the Declaration of Trust and any other required documentation applicable to such CIT. See the "Important Information Regarding Investment Choices" in this Application for more information about CITs.
8. In the event the Contractholder elects to offer Target Maturity Series, Asset Allocation, or Strategic Allocation portfolios, the Contractholder authorizes and directs Transamerica to add additional asset portfolios, as such portfolios become available, by the underlying mutual fund sponsor to the existing Investment Choices made available under the Plan. See the "Important Information Regarding Investment Choices" in this Application for more information about Target Maturity Series.
9. The information provided on the Investment Fact Sheets, the accompanying disclosure pages and on the Site is intended to be satisfactory notification to the Contractholder of the changes to any and all existing arrangements between the Contractholder and Transamerica, with respect to the costs associated with the Investment Choices selected to be available to the Plan as required under ERISA Section 408(b)(2).
10. Changes to the Investment Choices that affect the overall fees assessed to Plan participants must be disclosed by the Plan Sponsor to eligible employees and beneficiaries at least 30 days, but not more than 90 days in advance of the effective date of such change, as required under ERISA Section 404(a). The changes requested to the Investment Choices may not take effect until such notices have been provided and the appropriate notice period is complete.
11. After processing an Investment Choice change on the Web, the changes made to the Investment Choices available to the Plan can be viewed by logging in to the Site and selecting the "Document Center. Documents associated with the transaction will display under the applicable effective date of the change on the "Plan Document" tab.

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APPLICATION TO CHANGE INVESTMENT CHOICES

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Signature

[John Doe]	<i>[John Doe]</i>	[03/23/2012]
<i>Printed name of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Signature of the Contractholder or authorized representative of Contractholder (named Plan fiduciary)</i>	<i>Date</i>

Transamerica Financial Life Insurance Company

A Stock Company

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APPLICATION TO CHANGE INVESTMENT CHOICES

Investment Choice Selection

This is an Application to Change Investment Choices which provides for the addition and deletion of Investment Choices under the Contract, underwritten by Transamerica Financial Life Insurance Company (*Transamerica*). The Contract provides for investment in: 1) Sub-accounts of the Separate Account established by Transamerica; and 2) a general account investment, (*together, Investment Choices*), for the purpose of accumulation of assets for payment of Plan benefits for participants. Terms used in this Application to Change Investment Choices have the same meaning as the terms used in the Contract. The Investment Choices offered by Transamerica to be included in the Contract are selected by the Contractholder or authorized representative.

Adding and deleting Investment Choices is subject to the terms set forth in this Application to Change Investment Choices on the date this Application is signed by the Contractholder or authorized representative. **Any subsequent changes to the Investment Choices selected are subject to the terms then in effect as set forth in Transamerica's Application to Change Investment Choices on the date such application is signed by the Contractholder or authorized representative.**

The following Guidelines and Rules apply when selecting Investment Choices to include in the Plan. Refer to the IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES below for additional information. **Please read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.**

Investment Choice Type	Guideline or Rule
	Unless otherwise agreed to by Transamerica, the following guidelines or rules apply to the selection of Investment Choices under the Contract.
[Cash Equivalent]	Only one Investment Choice of this type may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Strategic Allocation]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Target Maturity/Target Date]	Only one grouping of these Investment Choices may be selected to include under the Contract.]
[Hybrid – Asset Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Strategic Allocation]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Hybrid – Target Maturity/Target Date]	If selected, all Investment Choices in this grouping must be included under the Contract.]
[Default/Qualified Default Investment Alternative (QDIA)]	A default Investment Choice must be selected. A QDIA choice is optional.]
[Number of Investment Choices:]	At least one Investment Choice, but no more than [15-200] Investment Choices may be active under the Contract at any given time;]
[Fiduciary Services]	When Fiduciary Services are utilized by the Plan sponsor, the investment choices selected by the Plan must comply with the provider's guidelines associated with providing the service. Failure to follow the established guidelines will have an adverse effect on the Plan's coverage under the Fiduciary Services.]

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

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

Transamerica Financial Life Insurance Company

A Stock Company

[Home Office: 440 Mamaroneck Avenue, Harrison, New York 10528

Administrative Office: 1150 South Olive Street

Los Angeles, CA 90015]

APPLICATION TO CHANGE INVESTMENT CHOICES

IMPORTANT INFORMATION REGARDING INVESTMENT CHOICES

Please also read the applicable Investment Fact Sheets and accompanying disclosure pages carefully.

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

Stable value-type investments (General Account Investment Choice) may be subject to liquidity restrictions or risk under specific circumstances, such as total and partial discontinuance under the Contract. For the stable value-type Investment Choice offered by Transamerica, there may be a waiting period of up to 30-365 days for some types of withdrawals.] [Additionally the underlying investment may impose separate hold periods or withdrawal restrictions.] Refer to the Contract for specific details regarding the any restriction on withdrawals. Other than for defined benefit plans, TRANSAMERICA RESERVES THE RIGHT UNDER THE CONTRACT TO RESTRICT THE AVAILABILITY OF THE GENERAL ACCOUNT INVESTMENT CHOICE AFTER THE CONTRACT IS ISSUED.]

[Asset Allocation and Strategic Allocation Investment Choices. Each Asset Allocation Investment Choice/Strategic Allocation Investment Choice has its own investment strategy and risk/reward profile, and the underlying investments automatically diversify and rebalance among stock and fixed income securities to fit that profile. The Asset Allocation Investment Choices are designed as a convenient approach to help Participants meet retirement or other long-term goals. Participants should monitor their Asset Allocation Investment Choices over time to make sure they continue to meet their own risk/return profile, taking into account their objectives and investment time horizon.

When selecting the Asset Allocation and Strategic Allocation Investment Choices, all the Investment Choices within a grouping must be selected to include in the Plan, and are not available individually. As directed and authorized by the Contractholder in Section VI of this Application, when additional Asset Allocation and/or Strategic Allocation portfolios are made available by the underlying mutual fund sponsor, Transamerica will add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

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

[Target Maturity or Target Dates Investment Choices. Each Target Maturity/Target date Investment Choice's investment strategy is based on a targeted retirement age or the approximate date when investors plan to start withdrawing money. The underlying investments generally become more conservative as the designated retirement age approaches.

As directed and authorized by the Contractholder in Section VI of this Application, when additional target-date asset allocation portfolios are made available by the underlying mutual fund sponsor, the Contractholder directs and authorizes Transamerica to add any such additional portfolios to the Investment Choices made available to the Plan as a part of the Plan's existing investments.

Although each Target Maturity/Target Date Investment Choice is intended to be appropriate for a targeted retirement age, there is no guarantee that the Investment Choice will achieve its stated investment objectives. The principal value of these investment choices are not guaranteed at any time, including at the Target Maturity/Target Date.]

[Default Investment Choice. Except in the case of a defined benefit plan, naming a Default Investment Choice is required. The designated Default Investment Choice will hold: 1) individual participant contributions received with missing or incomplete enrollment information; 2) contributions received via automatic enrollment, if applicable; or 3) any other contributions for which no investment designation was provided. Contributions allocated to the Default Investment Choice can only be transferred to another Investment Choice by the participant via an approved method (e.g. VRU, Internet).]

Transamerica Financial Life Insurance Company

A Stock Company

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APPLICATION TO CHANGE INVESTMENT CHOICES

[PortfolioXpressSM. This online service is offered and provided by Transamerica Retirement Services Corporation, with assistance from Diversified Investment Advisors, both Affiliates of Transamerica. **PortfolioXpressSM** presents a series of asset allocation models up to and through a designated retirement year. The service provides an investment mix based on the funds available in the plan and the retirement year selected by participants. The participant is solely responsible for selecting the retirement year and risk preference (if applicable). In implementing the service, the participant must agree to each of the asset allocation mixes, and each of the automated rebalancing transactions that will take place over time within the account as the participant approaches a selected retirement year. Retirement date portfolios are subject to the same risks as the underlying asset classes in which they invest. The portfolio's asset allocation becomes more conservative over time and the percentage of assets allocated to stocks will decrease while the percentage of assets allocated to bonds will increase. Generally, the higher the portfolio's allocation is to stocks, the greater the risk. The principal value of the portfolio is not guaranteed at any time, including at and after the target date.

If PortfolioXpressSM is selected as the Plan's Default Fund/QDIA, subsequent changes to the Plan's investment lineup may affect the asset allocation mixes within the portfolios selected by participants and cause the service to be terminated.]

ANY Investment Choice offered can be selected as a default Investment Choice. However only certain Investment Choices may qualify as a QDIA. If you would like to choose a QDIA, please note that Transamerica has denoted specific Investment Choices in Section V, which may be considered potential QDIAs permitted under applicable regulations. Subject to other regulations, the plan fiduciary, is responsible for determining that the default investment selected is prudent for its participants and whether such Investment Choice satisfies the applicable regulations. Additional requirements must also be met for a plan fiduciary to obtain relief under the regulations.

See the QDIA Fact Sheet for complete details if you would like to select a QDIA as your default Investment Choice.]

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

Statement of Variability – As of January 1, 2012

Form Number: APP-10(2) Application for Contract

- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- Under Administrative use only, the State of Contract Issuance is client specific and will be inserted as applicable.
- Under Administrative use only, the product name is variable in accordance with client request and will be inserted as applicable.
- Under Administrative use only, the Quote number/Contract number is client specific and will be inserted as applicable.
- Under Section III, the text relating to the plan expense payment processing service will appear or not appear, depending on whether the service is offered and the client qualifies for such service.
- Under Section V, with respect to the Guideline or Rule section, each guideline/rule will appear or not appear, depending on whether the guideline or rule applies, based on the investment choices available and the administrative practices of the company at the time of application.
- Under Section V, in order to facilitate the selection of investment choice for the contract, the list of sub-accounts will be shown, along with the ID#, Asset Class, Sub-asset Class, and Potential QDIA indicator. This list will change from time to time as the company adds and deletes investment choices, as provided in the contract. We reserve the right to re-arrange the formatting of the list as appropriate to the company's product offerings.
- Under Section V, at the end of the list of investment choices, references to choosing a default investment choice, a forfeiture account or our Portfolio Express offering are included. These statements may vary in accordance with regulatory requirements or our offerings.
- Under Section VI, item 9a, the phrase relating to the plan expense payment processing service will appear or not appear, depending on whether the service is offered and the client qualifies for such service.
- Under Section VI, Fraud Notice, a generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

FRAUD NOTICE:

- (Generic) Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
 - (VT) Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.
 - (FL) Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
 - (KY) Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
 - (PR) Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.
 - (ME) It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
 - (OR) Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.
 - (WA) It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
 - (MD) Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
 - OK WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- Under Section IX, this section will only appear in the States of Florida, Nebraska, and Iowa, or any other state that requires agent signature in the future.
 - On the last page, entitled “Important Information Regarding Investment Choices, the text is administrative in nature and is designed to educate the Contractholder in the selection of investment choices to include in the contract.

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

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

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

With respect to the Portfolio Express language, this text may not appear or change if the service is not offered, or if the service provider requires additional disclosure.

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

Statement of Variability – As of January 2012

Form Number: APP-RFCC-10(2) Application – Request for Change

- This form is used in the administration of previously approved Group Annuity Contract forms.
- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- The Plan Sponsor name is client specific and will be inserted as applicable.
- The Plan Name is client specific and will be inserted as applicable.
- The Contract number is client specific and will be inserted as applicable.
- The Serial/Tracking number is client specific and will be inserted as applicable.
- Each check-box and related text will appear or not appear depending on the type of change requested by the Contractholder.
- Fraud Notice. A generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

FRAUD NOTICE:

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

- (OR) Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.
- (WA) It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
- (MD) Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
- OK WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

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

Statement of Variability – As of January 1, 2012

Form Number: CAPP-10(2) Application to Change Investment Choices

- The addresses of the Home office and the Administrative office are variable in the event these offices change locations.
- The Plan Sponsor and Plan name is client specific and will be inserted as applicable.
- The Proposal/Contract number is client specific and will be inserted as applicable.
- The Serial/Tracking number is client specific and will be inserted as applicable.
- In order to facilitate the selection of investment choice for the contract, the list of sub-accounts will be shown, along with the ID#, Asset Class, Sub-asset Class. This list will change from time to time as the company adds and deletes investment choices, as provided in the contract. We reserve the right to re-arrange the formatting of the list as appropriate to the company's product offerings and administrative practices, for example show all added investment choices in one part of the list and the deleted investment choices in another part of the list.
- At the end of the list of investment choices, references to choosing a default investment choice, a forfeiture account or our Portfolio Express offering are included. These statements may vary in accordance with regulatory requirements or our offerings.
- Under Authorization and Signature section , Fraud Notice, a generic fraud notice will appear in those states that do not mandate specific language. Otherwise, state specific fraud language will appear. Only the fraud language applicable to the state of contract issuance will appear. The text of the Fraud Notices are:

FRAUD NOTICE:

- (Generic)[Any Person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
 - (VT) [Any person who knowingly presents a false statement in an application for insurance may be guilty of a criminal offense and subject to penalties under state law.
 - (FL) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.
 - (KY)[Any Person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.
 - (PR) [Any person who knowingly and with the intention to defraud includes false information in an Application for insurance or file, assists or abets in the filing of a fraudulent claim to obtain payment of a loss or other benefits, or files more than one claim for the same loss or damage commits a felony and if found guilty shall be punished for each violation with a fine of no less than five thousand dollars (\$5,000), not to exceed ten thousand dollars (ten thousand) \$10,000; or imprisoned for a fixed term of three (3) years, or both. If aggravating circumstances exists, the jail term may be reduced to a minimum of two (2) years.
 - (ME)[It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.
 - (OR) [Any person who knowingly and with intent to injure, defraud, or deceive any insurer, files a statement of claim or an application containing any false, incomplete, or misleading information may be guilty of a crime and may be subject to fines and confinement in prison.
 - (WA) [It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.
 - (MD) [Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.
 - OK [WARNING: Any Person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.
- Under Investment Choice Selection, with respect to the Guideline or Rule section, each guideline/rule will appear or not appear, depending on whether the guideline or rule applies, based on the investment choices available and the administrative practices of the company at the time of application.
 - On the page, entitled "Important Information Regarding Investment Choices, the text is administrative in nature and is designed to educate the Contractholder in the selection of investment choices to include in the contract.

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

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

Reference to CIT investment choices may not appear when we are not offering such types of investments and may change due to regulatory or fund company requirements.

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

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

Group Fixed & Variable Annuity Contract

Form Number TA-AP-2001-SCH A (2)
Description of Variable Language-
January 2012

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

Schedule A Part 1: The following information is client specific and the information is populated in accordance with client demographics and benefit choices.

- ◆ At the top of Part 1: Contract Number, Contract Date and Effective Date of Schedule
- ◆ In the body of Part 1:
 - ≈ Contractholder Name
 - ≈ Contract Effective Date and First Contract Anniversary
 - ≈ Contract Quarter
 - ≈ Jurisdiction
 - ≈ Plan Name
 - ≈ Contract Number
 - ≈ General Account Stable Value yes/no indicator
 - ≈ General Account Stable Value Fund Account Guaranteed Interest Rate and Period
 - ≈ If General Account Stable Value Fund Account equals yes, then the following text will appear:

We guarantee a credited rate of interest on amounts allocated to the General Account Stable Value Fund Account. On a semi-annual basis we shall declare a guaranteed credited rate that shall apply for a six-month period. We will declare the guaranteed credited rate of interest at six-month intervals and at least 45 days in advance of the date the new rate becomes effective. The guaranteed rate of interest shall not change during the six month period for which it is effective. The General Account Stable Value Fund Account Guaranteed Interest Rate shown in this schedule will be guaranteed for the Period shown above. There is no minimum guaranteed interest rate under this Contract. Interest is credited to the General Account Stable Value Fund Account daily, based on its beginning daily balance, at a rate of interest, which is the daily equivalent of the applicable effective annual rate of interest established. The Contractholder may replace the General Account Stable Value Fund Account with another Contract Account or discontinue the Contract in accordance with the transfer and discontinuance provisions of the Contract and the Discontinuance provisions in this Schedule A.

Schedule A Part 2: The following information is client specific and the information is populated in accordance with client demographics and benefit choices.

- ◆ At the top of Part 2: Contract Number, Contract Date and Effective Date of Schedule
- ◆ If the contract is issued to a multiple employer plan and pricing based on balance of each individual participating employer, the following text will appear:

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

- ◆ If the contract is not issued to multiple employer plans and pricing is based on estimates and credit is not given for charges of prior carrier, then the following text will appear:

Using the percentages in the table below, for the first Deposit Year, the Contract Asset Charge ("CAC") is calculated and assessed based on the total estimated Deposits indicated by the Contractholder in the application for Contract. During the first Deposit Year, on the day the CAC is calculated, if the value of all assets under the Contract, exceeds the total estimated deposits shown in the application for Contract, the CAC will adjust accordingly.

- ◆ For contracts not receiving credit for charges of prior carrier and not Multiple Employer Plans, the following text will appear. The terms month/quarter or year will appear depending on the frequency of the calculation:

Using the percentages in the table below, beginning with the second Deposit Year, Contract Asset Charges are assessed each month/quarter/year, based on the value of all assets under the Contract.

- ◆ For contracts not receiving credit for charges of prior carrier, / multiple employer plans with aggregate pricing, the following text will appear:

Using the percentages in the table below, beginning with the second Deposit Year, CACs are assessed each month/quarter/year, based on the value of all assets under the Contract for all employers participating in the Contract (in the aggregate).

- ◆ For contracts where the charges are increased for a specified period, the following text will appear. The expected ranges for each payment calculation are shown:

In accordance with the Endorsement for Market Make-up Option, for the first 5 Deposit Year(s), the Contract Asset Charge (“CAC”) is increased by 0.10% - 1.20% annually, 0.008% – 0.1% monthly 0.025% – 0.3% quarterly, based on all assets under the Contract. Thereafter, using the percentages in the table below, the CAC is based on the value of all assets under the Contract.

Contract Asset Charges - these charges will vary according to selections made by the Contractholder for the payment of commissions under the contract as well as by the size of expected deposits to the contract, as shown below. The title in column one will vary depending on 1) Contract is issued to a non-MEP 2) Contract is issued to an MEP where only the assets of a specific participating employer are considered or 3) Contract is issued to an MEP where the assets of all participating employers are considered. TFLIC may show or not show any combination of monthly, quarterly or annual rates. No change in the Contract Asset Charges will ever exceed 250% of the original amount of such charge.

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

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

Make up Amount: Upon receipt of the Takeover Amount shown on the Application for Contract, a Make Up Amount of [Make Up Amount], will be credited to the Contract and allocated among the Contract Accounts as directed by the Contractholder.

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

Important Notice: As consideration for the Make Up Amount, the Contract is subject to additional charges that would not apply if you had not elected to receive the Make Up Amount. The additional charges should be considered along with the benefit of receiving the Make Up Amount to be sure it meets your financial needs and objectives. The additional charges applicable to the Make Up Amount include increased Contract Asset Charges and Surrender Charges upon discontinuance for a limited number of years. The additional Contract Asset Charges are reflected in this Schedule and any Surrender Charges are reflected in this Schedule under Discontinuance.]

Schedule A Part 3: The following information is client specific and the information is populated in accordance with client demographics and benefit choices.

- ◆ At the top of Part 3: Contract Number, Contract Date and Effective Date of Schedule
- ◆ If a sub-account stable value fund account equals yes, then the following text will appear:

Sub-account Stable Value Accounts

The trustees for underlying investments of Sub-account stable value products often require 12 months advance notice for withdrawals made as a result of discontinuance unless an earlier withdrawal is approved by the trustee of the underlying investment. The trustee of the underlying investment may have authority to delay payments for a longer period in extraordinary market conditions. Earlier withdrawal may be approved if the trustee of the underlying investment determines that such withdrawal is not detrimental to the best interest of the underlying investment. Upon Advance Notice of discontinuance, we will give the trustee of the underlying investment advance notice of the withdrawal associated with the discontinuance. The discontinuance payment will be withdrawn on the date permitted by the underlying investment; either at the end of the 12-month notice period or such earlier date as may be allowed for by the trustee of the underlying investment.

- ◆ If any sub-accounts are selected by the contractholder other than the Sub-account Stable Value or the General Account Stable Value, the following text will appear:

Contract Accounts other than the General Account Stable Value Fund Account and Sub-account Stable Value Accounts:

Except for the General Account Stable Value Fund Account described in the Stable Value Fund Rider of this Contract and/or any Sub-account stable value account, the value of Sub-account Contract Accounts will be paid within 10 Business Days after Advance Notice of discontinuance is received. Such value will be calculated on the day before the payment is made.

- ◆ If General Account Stable Value Fund Account equals yes, then the following text will appear. In paragraph 2, the time period for the transfer of assets will be either on the 90th business day or 270th business day depending on the applicable stable value selected by the contractholder. In paragraph 3, the withdrawal percentage rates and time period for tracking withdrawals will vary based on the company's periodic analysis.

General Account Stable Value Fund:

Notwithstanding any of the provisions in the Stable Value Fund Rider or [acr1]any other provision under this Contract, withdrawals from the General Account Stable Value Fund Account resulting from Total Discontinuance or Partial Discontinuance will be paid within 30 days from the day we receive Advance Notice of discontinuance. Such value will be calculated on the day before the payment is made. Payments under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund Account provision below.

Contractholder's Direction to Transfer Assets of the General Account Stable Value Fund Account:

Notwithstanding any other provision under the Contract, the value calculated for transfers from the General Account Stable Value Fund Account (described in the Stable Value Fund Rider), resulting from the Contractholder directing us to transfer all or portions of the General Account Stable Value Fund Account assets to another Sub-account available under the Contract, will be transferred on the 90th/270th Business Day after direction is received by us from the Contractholder; provided, however, that in the event we declare a guaranteed credited rate that is reduced from the guaranteed credited rate then in effect, such transfer shall be executed within 30 days of the day we receive the transfer request. Transfers under this provision are subject to the Deferral of Payment or Transfer of General Account Stable Value Fund Account provision below.

Deferral of Payment or Transfer of General Account Stable Value Fund Account:

If we incur withdrawals and/or receive withdrawal requests equal to or greater than either:

- (a) 1%-20% of the total assets of all General Account Stable Value Funds and similar-type fixed dollar general accounts established in our Transamerica Retirement Services division (“TRS Stable Value Accounts”) during any consecutive 1-6-month period, or
- (b) 1%-50% of the total assets of all TRS Stable Value Accounts during any consecutive 6-12-month period,

and such withdrawals would materially adversely affect the financial condition of the TRS Stable Value Accounts, in our reasonable judgment, we may delay payments and transfers of such assets for all contractholders for up to 12 months (the “Delay Period”).

During the Delay Period, withdrawals resulting from Total Discontinuances or Partial Discontinuances and requests to remove and transfer General Account Stable Value Fund Account assets to another Contract Account will be delayed for all contractholders invested in the General Account Stable Value Fund Account until the end of the Delay Period. The Delay Period will be administered on a non-discriminatory basis and will begin for all contractholders invested in the General Account Stable Value Fund Account on a date specified by us and end for all contractholders invested in the General Account Stable Value Fund Account on a subsequent date specified by us, but no later than 12 months after the start date. If any contractholder selects the General Account Stable Value Fund Account as a Contract Account after a Delay Period has commenced, such contractholder will be subject to the Delay Period from the date the contractholder selects the General Account Stable Value Fund Account until we declare that the Delay Period has ended for all contractholders. The Delay Period will not be applied to any transfer or withdrawal requests made within 30 days of our announcement to decrease the six-month guaranteed interest rate. We will not reduce the guaranteed interest rate during the Delay Period.

- ◆ For contracts that select the Market Makeup benefit a discontinuance charge may apply as shown below:

Discontinuance Charge Percentages (other than Oregon)

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

Discontinuance Charge Percentages (Oregon)

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

- ◆ For contracts issued to a Multiple Employer Plan, the following text will appear:

A surrender charge would apply for withdrawals resulting from participating employers leaving a Multiple Employer Plan. This is considered a Partial Discontinuance.

Schedule A Part 4: The following information is client specific and the information is populated in accordance with client demographics and benefit choices.

- ◆ At the top of Part 4: Contract Number, Contract Date and Effective Date of Schedule
- ◆ List of Funds and Descriptions – the Sub-accounts will be listed and described, in the List of Funds filed separately..
- ◆ Separate Account Maintenance Charge – the applicable Sub-accounts along with the applicable Separate Account Maintenance Charge will be listed. If the charge applies to all subaccounts, then the phrase “All Subaccounts”, will be used. The range of Separate Account Maintenance Charges is shown as 0.00% to 0.2.10% annually. Such variable material is illustrated by the following examples:

Name of Sub-Accounts/Contract Account	Investment Management Charge <u>[0%-2.10%]</u>
Name of Sub-Accounts/Contract Account	0.10%
Name of Sub-Accounts/Contract Account	0.40%
Name of Sub-Accounts/Contract Account	0.35%
All Sub-Account/Contract Accounts	0.00%

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

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

- ◆ Administrative Charge – Classes A through F are shown with a range of Administrative Charges between 0.00-3.75% annually. Such variable material is illustrated by the following examples

Annual Administrative Charge

Name of Sub-Accounts/Contract Account	Class A%	Class B%	Class C%	Class D%	Class E%	Class F%
Name of Sub-Accounts/Contract Account	0.00-3.75	0.00-3.40	0.00-3.15	0.00-3.10	0.00-3.05	0.00-3.75
Name of Sub	0.00-3.75	0.00-3.40	0.00-3.15	0.00-3.10	0.00-3.05	0.00-3.75
Name of Sub	0.00-3.75	0.00-3.40	0.00-3.15	0.00-3.10	0.00-3.05	0.00-3.75
Name of Sub	0.00-3.75	0.00-3.40	0.00-3.15	0.00-3.10	0.00-3.05	0.00-3.75
All Sub-Account/Contract Accounts	0.00-3.75	0.00-3.40	0.00-3.15	0.00-3.10	0.00-3.05	0.00-3.75

Transamerica Financial Life Insurance Company

A Stock Company

Home Office: 440 Mamaroneck Avenue, Harrison, NY 10528

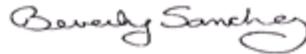
Administrative Office: 1150 South Olive Street, Los Angeles, CA 90015

March 24, 2012

INSURANCE COMMISSIONER

This letter, or a copy thereof, will authorize Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to represent Transamerica Financial Life Insurance Company in any matters related to the submission of policy forms to your state.

Very truly yours,

A handwritten signature in cursive script that reads "Beverly Sanchez".

Beverly Sanchez
Assistant Vice President
Transamerica Financial Life Insurance Company

MITCHELL || WILLIAMS

Doak Foster
Direct Dial: 501-688-8841
Fax: 501-918-7841
E-mail: dfoster@mwlw.com

425 West Capitol Avenue, Suite 1800
Little Rock, Arkansas 72201-3525
Telephone: 501-688-8800
Fax: 501-688-8807

April 1, 2012

The Honorable Jay Bradford
Commissioner of Insurance
Arkansas Insurance Department
1200 West 3rd Street
Little Rock, AR 72201-1904

Attn: Ms. Linda Bird

RE: **Transamerica Financial Life Insurance Company**
(NAIC # 468-70688) FEIN 36-6071399

AMEND-10-SVF	Amendment to Stable Value Fund Rider
AMEND-10-SAMC	Amendment to Contract
TA-AP-2001-SCH A(2)	Schedule A
APP-10(2)	Application for Contract
CAPP-10(2)	Application to Change Investment Choices
APP-RFCC-10(2)	Application – Request for Contract Change

- **SERFF Filing No. MWSG-128206240**

Dear Commissioner Bradford:

On behalf of our client, Transamerica Financial Life Insurance Company (the "Company"), we are enclosing the above referenced forms for your review and approval. Also enclosed are the following:

1. The Company's letter authorizing Mitchell, Williams, Selig, Gates & Woodyard, P.L.L.C. to make this filing on the Company's behalf.
2. Statements of Variability for the Applications and Schedule.
3. The filing fee of \$300.00, which represents a fee of \$50.00 per form, is being submitted via EFT.
4. A Certification of Compliance.

5. Pursuant to Ark. Code Ann. § 23-80-204(b)(3), a Flesch score certification is not being provided as the base contract with which these forms will be used serves as a funding vehicle for pension, profit-sharing or deferred compensation plans.

Both of the Amendments, Schedule A and APP-10(2) will be used with new and existing business for a group annuity contract form previously approved by or filed with your Department. Applications CAPP-10(2) and APP-RFCC-10(2) will only be used with existing business for the purposes of administration of contractual provisions. The approval/filing information is as follows:

FORM	DESCRIPTION	APPROVAL DATE
TA-AP-2001-CONT (Rev 01-02)	Group Annuity Contract with Schedule A	7/25/2003
TA-AP-2002-SVF	Stable Value Fund Rider	7/25/2003
TA-AP-2002-SVF 062006	Stable Value Fund Rider	8/14/2006

The Amendments are new and do not replace any forms previously approved by or filed with your Department. The updated Schedule A will replace the applicable pages in the previously approved/filed forms as described above. Note that this is a replacement page and not a replacement form. The enclosed application forms will replace previously approved application forms as follows:

NEW FORM	FORM BEING REPLACED	APPROVAL DATE OF FORM BEING REPLACED	SERFF TRACKING NUMBER
APP-10(2)	APP-10	6/18/2010	AEGN-126660140
CAPP-10(2)	CAPP-10	6/18/2010	AEGN-126660140
APP-RFCC-10(2)	APP-RFCC-10	6/18/2010	AEGN-126660140

Amendment form # AMEND-10-SVF provides for more prompt payment of the Discontinuance Value of the Stable Value Fund Account and increases the guarantee period for crediting interest from 1 month to 6 months on funds allocated to the General Account Stable Value Fund.

Amendment form # AMEND-10-SAMC renames some of the charges within the subject contracts and rider. It also deletes references to the suspense account. Please note, however, that the Company will continue to hold in suspense amounts received from contractholders for which allocation instructions are incomplete.

The updated Schedule A reflects the Amendments' modifications.

The Applications are modified to include specific verbiage to address upcoming ERISA fee disclosure requirements and to include additional guidelines for investing in a sub-account

that has a Collective Investment Trust as the underlying investment and additional guidelines for investing in Target Maturity Funds/Asset Allocation Funds.

The enclosed forms have been submitted to New York, the domestic state, and are currently pending.

The contracts with which these forms will be used (the "Contracts") are unallocated group annuity contracts issued or to be issued to sponsors of retirement plans intended to qualify under Section 401(a) of the Internal Revenue Code. The enclosed forms contain no unusual or controversial provisions and do not vary from industry standards. The Contracts are issued on a group basis and sold by licensed agents. The Company primarily issues the Contracts to employer groups or to trustees of a fund established by an employer. However, the Company may from time to time issue the Contracts to one or more of the following types of groups to the extent that any such group is allowed by law to establish a qualified retirement plan:

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

There are no required premiums. Contributions allocated to the Contracts are variable and determined by the contribution arrangements between the plan sponsor and participants. Amounts allocated to the Contracts are invested in applicable Separate Accounts offered or in a General Account investment choice which pays a fixed interest rate that is declared semi-annually. There is no minimum or maximum interest rate for the General Account investment. Withdrawals, transfers, benefit payments, and expenses/credits will affect the value of the Separate Accounts and the General Account investment choice.

Monies accumulate for the purpose of making payments at future dates in amounts that are based on established mortality tables. The Separate Account offering capability applies to the accumulation phase of the Contracts. At the direction of the plan sponsor, the lump sum value of accrued benefits is used to provide for the purchase of fixed immediate annuities, but do not provide for the purchase of variable immediate annuities. The value of each investment account established is directly related to the investment results of the applicable separate account. The assets in each investment account will be invested in units of the applicable separate account. Therefore, the value of each investment account will be affected by the investment income and market changes affecting the applicable separate account. As a result, the value of the investment accounts are subject to variations, both up and down and such value is not guaranteed as to fixed dollar amount.

This product is not registered with the SEC. Since the product is issued only to retirement plans qualified under Internal Revenue Code Section 401(a) or governmental plans maintained for the exclusive benefit of the participants and beneficiaries, it is exempt from registration in accordance with Section 3(a)(2) of the Securities Act of 1933.

Variable text within each of the enclosed forms is identified with [brackets]. The Contracts' Schedules are variable as they relate to the Company's product mix and available product options. After a Contract is issued, any change to the variable information in a Schedule would be effectuated by issuing a revised Schedule with the new effective date. All variable information is described in each Statement of Variability. The Company may produce Application forms APP-10(2), CAPP-10(2) and APP-RFCC-10(2) electronically and utilize E-signature technology for the execution of the documents by the authorized signer of the Applications.

To the best of the Company's knowledge, information and belief, the forms submitted herewith are in compliance in all respects with the provisions of the insurance laws, rules and regulations of your state, and such forms contain no provisions previously disapproved by your Department.

The text of all forms are in final print. The Company reserves the right to change the appearance and pagination but not the text of these forms to comply with future changes in print systems. No font will be less than a 10-point font size. The Company also reserves the right to change the color and/or weight of the paper on which these forms are printed and to correct typographical errors without refiling.

If you have any questions or need anything further to expedite the review and approval of this filing, please contact me at (501) 688-8841 or my paralegal, June Stracener in our Rogers office, at (479) 464-5668. Thank you for your assistance in this matter.

Sincerely,

MITCHELL, WILLIAMS, SELIG,
GATES & WOODYARD, P.L.L.C.



By

Doak Foster

DF:bjs

Enclosures