

SECURITIES AND EXCHANGE COMMISSION

FORM 485BPOS

Post-effective amendments [Rule 485(b)]

Filing Date: **2008-11-06**  
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FILER

**SEPARATE ACCOUNT VA B**

CIK: **859607** | IRS No.: **390989781** | State of Incorporation: **IA** | Fiscal Year End: **1231**  
Type: **485BPOS** | Act: **40** | File No.: **811-06032** | Film No.: **081165576**

Mailing Address  
4333 EDGEWOOD RD NE  
CEDAR RAPIDS IA 52499

Business Address  
4333 EDGEWOOD RD NE  
CEDAR RAPIDS IA 52499  
319-297-8427

**SEPARATE ACCOUNT VA B**

CIK: **859607** | IRS No.: **390989781** | State of Incorporation: **IA** | Fiscal Year End: **1231**  
Type: **485BPOS** | Act: **33** | File No.: **033-56908** | Film No.: **081165577**

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4333 EDGEWOOD RD NE  
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319-297-8427

As filed with the Securities and Exchange Commission on November 6, 2008.

Registration No. 33-56908  
811-06032

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**SECURITIES AND EXCHANGE COMMISSION**  
WASHINGTON, D.C. 20549

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**FORM N-4**

**REGISTRATION STATEMENT**  
***UNDER***  
***THE SECURITIES ACT OF 1933***

Pre-Effective Amendment No. \_\_\_

Post-Effective Amendment No. 31

and

**REGISTRATION STATEMENT**  
***UNDER***  
***THE INVESTMENT COMPANY ACT OF 1940***

Amendment No. 72

**Separate Account VA B**

(Exact Name of Registrant)

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# TRANSAMERICA LIFE INSURANCE COMPANY

(Name of Depositor)

**4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499**

(Address of Depositor' s Principal Executive Offices)

**Depositor' s Telephone Number, including Area Code**

**(319) 355-8330**

**Darin D. Smith, Esquire**

**Transamerica Life Insurance Company**

**4333 Edgewood Road, N.E.**

**Cedar Rapids, Iowa 52499-4520**

(Name and Address of Agent for Service)

*Copy to:*

**Frederick R. Bellamy, Esquire**

**Sutherland Asbill & Brennan L.L.P.**

**1275 Pennsylvania Avenue, N.W.**

**Washington, D.C. 20004-2415**

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**Title of Securities Being Registered:**

Flexible Premium Variable Annuity Policies

It is proposed that this filing will become effective:

immediately upon filing pursuant to paragraph (b) of Rule 485

on \_\_\_\_\_ pursuant to paragraph (b) of Rule 485

60 days after filing pursuant to paragraph (a)(1) of Rule 485

on \_\_\_\_\_ pursuant to paragraph (a)(1) of Rule 485

If appropriate, check the following box:

this post-effective amendment designates a new effective date for a previously filed post-effective amendment.

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The Prospectus, Statement of Additional Information, Supplements and Exhibits for Transamerica Freedom of the Separate Account VA B to the Form N-4 Registration Statement (33-56908 and 811-06032) filed on April 30, 2008 and any subsequent filings are hereby incorporated by reference.

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**TRANSAMERICA FREEDOM VARIABLE ANNUITY**

**Issued by**

**TRANSAMERICA LIFE INSURANCE COMPANY**

**Supplement Dated November 10, 2008**

**to the**

**Prospectus dated May 1, 2008**

This supplement describes three new investment choices available under the policy and the Retirement Income Choice with Double Withdrawal Base Benefit rider, which provides you with a guaranteed lifetime withdrawal benefit if you invest only in certain designated funds and meet other conditions.

The following investment choices are generally available to policies on or after November 10, 2008:

**TRANSAMERICA SERIES TRUST**

*Subadvised by AEGON USA Investment Management*

Transamerica Efficient Markets VP - Service Class

**ALLIANCEBERNSTEIN VARIABLE PRODUCTS SERIES FUND, INC.**

*Managed by AllianceBernstein L.P.*

AllianceBernstein Balanced Wealth Strategy Portfolio - Class B

**FRANKLIN TEMPLETON VARIABLE INSURANCE PRODUCTS TRUST**

*Fund Administrator: Franklin Templeton Services, LLC*

Franklin Templeton VIP Founding Funds Allocation Fund - Class 4

**Please note:**

The AllianceBernstein Balanced Wealth Strategy Portfolio and the Franklin Templeton VIP Founding Funds Allocation Fund have a Fund Facilitation Fee.

These investment choices have been added as Designated Investment Choices under the Double Enhanced Death Benefit, the Retirement Income Choice with Double Withdrawal Base Benefit Rider, and the Retirement Income Choice Rider.

These investment choices may vary for certain policies and may not be available for all policies.

*The following hereby amends, and to the extent inconsistent replaces, the corresponding paragraphs in the SUMMARY section in the prospectus.*

**5. EXPENSES**

We deduct a daily fund facilitation fee from the assets in certain investment choices at an annual rate (as a percentage of the subaccount's value) as follows:

0.20% if you choose the AllianceBernstein Balanced Wealth Strategy Portfolio

0.15% if you choose the Franklin Templeton VIP Founding Funds Allocation Fund

**This Prospectus Supplement must be accompanied or preceded  
by the Prospectus for the  
Transamerica Freedom Variable Annuity dated May 1, 2008**



If you elect the Retirement Income Choice with Double Withdrawal Base Benefit Rider, then there is an annual rider fee during the accumulation phase of 0.90% of the withdrawal base on each rider anniversary. For each additional option you elect with the rider, you will be charged an annual fee during the accumulation phase that is also a percentage of the withdrawal base; this fee is in addition to the rider fee for the base benefit.

The following hereby the corresponding *ANNUITY POLICY FEE TABLE AND EXPENSE EXAMPLES* in the prospectus.

### ***ANNUITY POLICY FEE TABLE AND EXPENSE EXAMPLES***

The following describes the fees and expenses that you will pay when buying, owning, and surrendering the policy. Please be certain to review the notes following the fee table and expense examples for further information about the fees and charges presented. The order of the notes follows the order in which the fees and charges under the policy are presented in the fee table and the expense examples.

The first section describes the fees and expenses that you will pay at the time that you buy the policy, surrender the policy, or transfer cash value between investment choices. State premium taxes may also be deducted. Excess interest adjustments may be made to amounts surrendered or applied to annuity payment options from cash value from the fixed account.

#### **Policy Owner Transaction Expenses:**

Sales Load On Purchase Payments	0%
<b>Maximum Surrender Charge (as a % of premium payments surrendered)</b>	
Base Policy	0%
Transfer Fee	\$0 - \$10
Special Service Fee	\$0 - \$25

The next section describes the fees and expenses that you will pay periodically during the time that you own the policy, not including portfolios fees and expenses.

<b>Annual Service Charge</b>	\$0 - \$35 per policy
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#### **Separate Account Annual Expenses (as a percentage, annually, of average separate account value):**

##### ***Base Separate Account Expenses:***

Mortality and Expense Risk Fee	1.55%
Administrative Charge	0.15%

*Total Base Separate Account Annual Expenses*

1.70%

**Optional Separate Account Expenses:**

Double Enhanced Death Benefit

0.65%

Annual Step-Up Death Benefit

0.20%

Fund Facilitation Fee

0.20%

*Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses*

2.55%

**Optional Rider Fees:**

Additional Death Distribution Rider (annual charge based on policy value)

0.25%

Additional Death Distribution+ Rider (annual charge based on policy value)

0.55%

Living Benefits Rider (annual charge - a % of Total Withdrawal Base)

0.60%

Retirement Income Choice Rider - Single Life Option (annual charge - a % of Withdrawal Base):

Base Benefit (Maximum) 1.35%

Base Benefit (Current) 0.60%

*Additional Benefits available with the Retirement Income Choice Rider:*

Death Benefit 0.25%

Income Enhancement Benefit 0.15%

Maximum Total Retirement Income Choice Rider Fees (Single Life) with Highest Combination of Benefits 1.75%

Current Total Retirement Income Choice Rider Fees (Single Life) with Highest Combination of Benefits 1.00%

Retirement Income Choice Rider - Joint Life Option (annual charge - a % of Withdrawal Base):

Base Benefit (Maximum) 1.65%

Base Benefit (Current) 0.90%

*Additional Benefits available with the Retirement Income Choice Rider:*

Death Benefit 0.20%

Income Enhancement Benefit 0.30%

Maximum Total Retirement Income Choice Rider Fees (Joint Life) with Highest Combination of Benefits 2.15%

Current Total Retirement Income Choice Rider Fees (Joint Life) with Highest Combination of Benefits 1.40%

Retirement Income Choice with Double Withdrawal Base Benefit Rider - Single Life Option (annual charge - a % of Withdrawal Base):

Base Benefit (Maximum) 1.65%

Base Benefit (Current) 0.90%

*Additional Benefits available with the Retirement Income Choice with Double Withdrawal Base Benefit Rider:*

Death Benefit 0.25%

Income Enhancement Benefit 0.15%

Maximum Total Retirement Income Choice with Double Withdrawal Base Benefit Rider Fees (Single Life) with Highest Combination of Benefits 2.05%

Current Total Retirement Income Choice with Double Withdrawal Base Benefit Rider Fees (Single Life) with Highest Combination of Benefits 1.30%

Retirement Income Choice with Double Withdrawal Base Benefit Rider - Joint Life Option (annual charge - a % of Withdrawal Base):

Base Benefit (Maximum) 1.65%

Base Benefit (Current) 0.90%

*Additional Benefits available with the Retirement Income Choice with Double Withdrawal Base Benefit Rider:*

Death Benefit 0.20%

Income Enhancement Benefit 0.30%

Maximum Total Retirement Income Choice with Double Withdrawal Base Benefit Rider Fees (Joint Life) with Highest Combination of Benefits 2.15%

Current Total Retirement Income Choice with Double Withdrawal Base Benefit Rider Fees (Joint Life) with Highest Combination of Benefits 1.40%

The next section shows the lowest and highest total operating expenses charged by the underlying fund portfolios for the year ended December 31, 2007 (before any fee waiver or expense reimbursements). Expenses may be higher or lower in future years. More detail concerning each portfolio' s fees and expenses is contained in the prospectus for each portfolio.

**Total Portfolio Annual Operating Expenses (Expenses that are deducted from portfolio assets, including management fees, distribution and/or service 12b-1 fees, and other expenses):**

Lowest Gross 0.65%

Highest Gross 1.43%

The following Example is intended to help you compare the cost of investing in the policy with the cost of investing in other variable annuity policies. These costs include policy owner transaction expenses, policy fees, separate account annual expenses, and portfolio fees and expenses.

The Example assumes that you invest \$10,000 in the policy for the time periods indicated. The Example also assumes that your investment has a 5% return each year, the highest fees and expenses of any of the portfolios for the year ended December 31, 2007, and the base policy with the combination of available optional features or riders with the highest fees and expenses including the Fund Facilitation Fee, Annual Step-Up Death Benefit, Additional Death Distribution+ Rider, and Retirement Income Choice with Double Withdrawal Base Benefit Rider - Joint Life with additional Death Benefit and Income Enhancement options. Although your actual costs may be higher or lower, based on these assumptions, your costs would be:

**Expense Examples:**

If the policy is surrendered at the end of the applicable time period:

1 Year \$562

3 Years \$1701

5 Years \$2859

10 Years \$5844

If the policy is annuitized at the end of the applicable time period or if you do not surrender your policy:

1 Year \$562

3 Years \$1701

5 Years \$2859

10 Years \$5844

Please remember that the Example is an illustration and does not represent past or future expenses. Your actual expenses may be lower or higher than those reflected in the Example. Similarly, your rate of return may be more or less than the 5% assumed in the Example.

For information concerning compensation paid for the sale of the policies, see “Distributor of the Policies.”

#### **NOTES TO FEE TABLE AND EXPENSE EXAMPLES**

Annuity Policy Fee Table and Expense Examples: The fee table applies only to the accumulation phase and reflects the maximum charges unless otherwise noted. During the income phase the fees may be different than those described in the Fee Table. See Section “5. Expenses.”

Maximum Surrender Charge: If you select the Life with Emergency Cash<sup>®</sup> annuity payment option, you will be subject to a surrender charge after the annuity commencement date. See section “5. Expenses.”

Transfer Fee: The transfer fee, if any is imposed, applies to each policy, regardless of how the policy value is allocated among the investment choices. There is no fee for the first 12 transfers per policy year. For additional transfers, the Company may charge a fee of \$10 per transfer.

Annual Service Charge: The annual service charge is assessed on each policy anniversary and at surrender. The charge is waived if your policy value, or the sum of your premiums less all partial surrenders, is at least \$50,000.

Special Service Fees: We may deduct a charge for special services, such as overnight delivery.

Mortality and Expense Risk Fee: The mortality and expense risk fee shown is for the accumulation phase with the base death benefit.

Optional Separate Account Expenses: Any optional separate account expense is in addition to the mortality and expense risk and administrative fees.

Fund Facilitation Fee: This daily fee is applied only to policy value in the subaccounts invested in the AllianceBernstein Balanced Wealth Strategy Portfolio (0.20%) and the Franklin Templeton VIP Founding Funds Allocation Fund (0.15%). See section "5. Expenses."

Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses: This reflects the base separate account expenses plus any optional separate account expenses, but does not include any annual optional rider fees.

Optional Rider Fees: In some cases, riders to the policy are available that provide optional benefits. There are additional fees (each year) for those riders.

Additional Death Distribution Rider and Additional Death Distribution+ Rider: This fee is a percentage of the policy value and is only deducted during the accumulation phase.

Living Benefits Rider: The annual fee is a percentage of the "principal back" Total Withdrawal Base. The "principal back" Total Withdrawal Base on the rider date is the policy value (less premium enhancements if the rider is added in the first policy year). After the rider date, the "principal back" Total Withdrawal Base is equal to: the "principal back" Total Withdrawal Base on the rider date; plus subsequent premium payments; less subsequent "principal back" adjusted partial withdrawals.

Retirement Income Choice Rider and Retirement Income Choice with Double Withdrawal Base Benefit Rider - base benefit: The annual fee is a percentage of the Withdrawal Base. The Withdrawal Base on the rider date is the policy value (less any premium enhancement if the rider is added in the first policy year). During any rider year, the Withdrawal Base is equal to the Withdrawal Base on the rider date or most recent rider anniversary, plus subsequent premium payments, less subsequent Withdrawal Base adjustments. **Note:** If you elect this rider, then you cannot also elect the Double Enhanced Death Benefit.

Retirement Income Choice Rider and Retirement Income Choice with Double Withdrawal Base Benefit Rider - Additional Benefits (Single Life and Joint Life Options): You may elect the Retirement Income Choice Rider or the Retirement Income Choice with Double Withdrawal Base Benefit Rider with one or more of the following options - Death Benefit or Income Enhancement Benefit. The charge for each of these options is a percentage of the Withdrawal Base and is in addition to the base benefit fee.



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Maximum Total Retirement Income Choice Rider Fees with Highest Combination of Benefits and Maximum Total Retirement Income Choice with Double Withdrawal Base Benefit Rider Fees with Highest Combination of Benefits: After the fifth rider anniversary, the base benefit rider fees can increase when there is an automatic step-up. These fee totals reflect the maximum fee increase resulting from an automatic step-up of the Withdrawal Base while the rider is in effect.

Total Portfolio Annual Operating Expenses: The fee table information relating to the underlying fund portfolios was provided to the Company by the underlying fund portfolios, their investment advisors or managers, and the Company has not and cannot independently verify the accuracy or completeness of such information. Actual future expenses of the portfolios may be greater or less than those shown in the Table.

Expense Examples: The Example does not reflect premium tax charges or transfer fees. Different fees and expenses not reflected in the Example may be assessed during the income phase of the policy.

The following hereby amends, and to the extent inconsistent replaces, the corresponding paragraphs in the “5. EXPENSES” section in the prospectus.

### Fund Facilitation Fee

We charge a fund facilitation fee in order to make certain funds available as investment choices under the policies. This fee is assessed daily based on the net asset value of only the subaccounts that we specify. The fund facilitation fee, expressed as an annual rate is:

0.20% if you choose the AllianceBernstein Balanced Wealth Strategy Portfolio

0.15% if you choose the Franklin Templeton VIP Founding Funds Allocation Fund

### Retirement Income Choice with Double Withdrawal Base Benefit Rider and Additional Option Fees

If you elect the Retirement Income Choice with Double Withdrawal Base Benefit rider, then for the base benefit (for single life or joint life), there is an annual fee of 0.90% of the withdrawal base charged on each rider anniversary prior to annuitization. If you elect options with the Retirement Income Choice with Double Withdrawal Base Benefit rider, then for each option you elect, you will be charged a fee that is a percentage of the withdrawal base on each rider anniversary prior to annuitization and is in addition to the rider fee for the base benefit. The additional fees are as follows:

#### Options

	<u>Single Life Option</u>	<u>Joint Life Option</u>
Death Benefit	0.25%	0.20%
Income Enhancement	0.15%	0.30%

We will also deduct any rider fee pro rata upon full surrender of the policy or other termination of the rider. The rider fee(s) is deducted from each investment choice in proportion to the amount of policy value in each investment choice.

The following hereby amends the corresponding paragraphs in “10. ADDITIONAL FEATURES” section in the prospectus.

### GUARANTEED LIFETIME WITHDRAWAL BENEFITS

You may elect one of the following optional riders under the policy that offers guaranteed lifetime withdrawal benefits—the Living Benefits Rider, the Retirement Income Choice Rider, or the Retirement Income Choice with Double Withdrawal Base Benefit Rider. Important aspects of each of these riders are summarized in the Appendix - Guaranteed Lifetime Withdrawal Benefit Comparison Table and are described in more detail below. **You should consult with tax and financial professionals to determine which of these riders is appropriate for you.**

The following benefits are no longer available for new sales, but if you have previously elected one of these riders you can still upgrade.

5 for Life Rider

5 for Life with Growth Rider



## RETIREMENT INCOME CHOICE WITH DOUBLE WITHDRAWAL BASE BENEFIT RIDER

You may elect to purchase the optional Retirement Income Choice with Double Withdrawal Base Benefit rider which, provides you with: (1) a guaranteed lifetime withdrawal benefit; and (2) an opportunity to increase the withdrawal base if no withdrawals have been made before the 10<sup>th</sup> rider anniversary or before the anniversary following the annuitant' s (or the annuitant' s spouse if younger and the joint life option is elected) attaining age 67, whichever is later. This rider is available during the accumulation phase, and requires that you invest only in certain investment choices. The tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax advisor before electing the Retirement Income Choice with Double Withdrawal Base Benefit rider for a qualified policy.

### Retirement Income Choice with Double Withdrawal Base Benefit - Base Benefit

This benefit is intended to provide a level of cash withdrawals regardless of the performance of the designated investment choices you select. Under this benefit, you can withdraw up to the rider withdrawal amount each rider year, starting with the rider year immediately following the annuitant' s (or the annuitant' s spouse if younger and the joint life option is elected) 59th birthday and lasting until the annuitant' s death (unless your withdrawal base is reduced to zero because of "excess withdrawals"; see Withdrawal Base Adjustments, and Rider Death Benefit Adjustments, below). A rider year begins on the rider date (the date the rider becomes effective) and on each anniversary thereafter. All withdrawals before the annuitant (or the annuitant' s spouse if younger and the joint life option is elected) is 59 are excess withdrawals; a penalty tax may be assessed on amounts withdrawn from the policy before the owner reaches age 59 1/2.

*Example. Assume you are the owner and annuitant and you make a single premium payment of \$100,000 when you are 56 years old. Further assume that you do not make any withdrawals or additional premium payments, no automatic step-ups occurred, but that after five years your policy value has declined to \$90,000 solely because of negative investment performance. With an annual growth rate percentage of 5.0%, after 5 years the withdrawal base is equal to \$127,628 ( $\$100,000 \times 1.05^5$ ). You could withdraw up to \$6,381 which is the applicable withdrawal percentage of 5.0% for the single life option multiplied by the withdrawal base of \$127,628, each rider year for the rest of your life (assuming that you take your first withdrawal when you are age 61, that you do not withdraw more than the rider withdrawal amount in any one year and there are no future automatic step-ups.)*

Of course, you can always withdraw an amount up to your cash value pursuant to your rights under the policy at your discretion.

*Example continued. Assume the same facts as above, but you withdraw \$10,000 when you are 61 years old. That excess withdrawal decreases your future rider withdrawal amount to \$6,105.*

See the "Appendix - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income Choice and Retirement Income Choice with Double Withdrawal Base Benefit Riders" for examples showing the effect of hypothetical withdrawals in more detail.

### Please note:

If you elect this rider, then you cannot also elect the Double Enhanced Death Benefit guaranteed minimum death benefit option.

You will begin paying the rider charge as of the date the rider takes effect, even if you do not begin taking withdrawals for many years, or ever. We will not refund the charges you have paid under the rider if you never choose to take withdrawals and/or if you never receive any payments under the rider.

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We have designed this rider for you to take withdrawals each rider year that are less than or equal to the rider withdrawal amount. You should not purchase this rider if you plan to take withdrawals in excess of the rider withdrawal amount, because such excess withdrawals may significantly reduce or eliminate the value of the guarantees provided by the rider.

The longer you wait to start making withdrawals under the benefit, the less time you have to benefit from the guarantee because of decreasing life expectancy as you age. On the other hand, the longer you wait to begin making withdrawals, the higher your withdrawal percentage may be and the more opportunities you will have to lock in a higher withdrawal base. You should carefully consider when to begin making withdrawals. There is a risk that you will not begin making withdrawals at the most financially beneficial time for you.

Because the guaranteed lifetime withdrawal benefit under this rider is accessed through regular withdrawals that do not exceed the rider withdrawal amount, the rider may not be appropriate for you if you do not foresee a need for liquidity and your primary objective is to take maximum advantage of the tax deferral aspect of the policy.

All policy value must be allocated to a limited number of specified funds (see “Designated Investment Choices”). You should consult with your registered representative to assist you in determining whether these investment restrictions are suited for your financial needs and risk tolerance.

Cumulative withdrawals in any rider year that are in excess of the rider withdrawal amount are excess withdrawals.

An excess withdrawal may impact the rider withdrawal amount, withdrawal base, and rider death benefit (if applicable) on a greater than dollar-for-dollar basis.

Any withdrawal will reduce your rider death benefit (if applicable).

Upon the death of the annuitant, the Retirement Income Choice with Double Withdrawal Base Benefit rider terminates and there are no more additional guaranteed withdrawals.

Like all withdrawals, withdrawals under this benefit also:

reduce your policy value;

reduce your base policy death benefit and other benefits;

may be subject to surrender charges and excess interest adjustments;

may be subject to income taxes and federal tax penalties; and

may be limited or restricted under certain qualified policies.

**Rider Withdrawal Amount.** You can withdraw up to the rider withdrawal amount (after age 59) in any rider year without causing an excess withdrawal. See “Withdrawal Base Adjustments” and “Rider Death Benefit Adjustments”, below.

The rider withdrawal amount is zero if the annuitant is not 59 years old on the rider date and remains zero until the first day of the rider year after the annuitant’s 59th birthday. If the annuitant (or the annuitant’s spouse if younger and the joint life option is elected) is at least 59 years old on the date that the rider is elected (“rider date”), then the rider withdrawal amount is equal to the withdrawal base multiplied by the withdrawal percentage (see below).

*For qualified policies:* If the plan participant (generally the annuitant) is at least 70 1/2 years old, the rider withdrawal amount for that rider year (and each subsequent rider year) is equal to the greater of:

the rider withdrawal amount described above; or

an amount equal to a minimum required distribution amount calculated using only: (1) the living annuitant’s age, (2) the IRS Uniform Lifetime table or, if applicable, the Joint Life and Survivor Expectancy table, (3) the policy value of the base policy, (including the present value of any additional benefits provided under the policy to the extent required to be taken into account under IRS guidance) and (4) amounts from the current calendar year (no carry-over from past years).

Only amounts calculated as set forth above can be used as the rider withdrawal amount. If the minimum required distribution amount (determined as set forth above) exceeds the rider withdrawal amount, the excess will not be treated as an excess withdrawal under the rider.

Once your policy value reaches zero, you cannot make premium payments and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. In order to receive withdrawals guaranteed by this rider after your policy value reaches zero, you must select the frequency of future withdrawals. Once selected, the amount and frequency of future withdrawals after your policy value reaches zero cannot be changed.

**Please note:**

If the rider is added prior to the annuitant's 59th birthday, the rider withdrawal amount will be zero until the beginning of the rider year after the annuitant's 59th birthday, however, you will still be charged a rider fee prior to this time.

You cannot carry over any portion of your rider withdrawal amount that is not withdrawn during a rider year for withdrawal in a future rider year. This means that if you do not take the entire rider withdrawal amount during a rider year, you cannot take more than the rider withdrawal amount in the next rider year and maintain the rider's guarantees.

Excess withdrawals may cause you to lose the benefit of the rider.

All policy value must be allocated to a limited number of specified funds (See "Designated Investment Choices" below).

Withdrawal Percentage. We use the withdrawal percentage to calculate the rider withdrawal amount. The withdrawal percentage is determined by the annuitant's age (or the annuitant's spouse if younger and the joint life option is elected) at the time of the first withdrawal taken on or after the rider anniversary immediately following the annuitant's (or the annuitant's spouse if younger and the joint life option is elected) 59th birthday. The withdrawal percentage is as follows:

<u>Age at time of first withdrawal</u>	<u>Withdrawal Percentage - Single Life Option</u>	<u>Withdrawal Percentage - Joint Life Option</u>
0-58	0.0%	0.0%
59-69	5.0%	4.5%
70-79	6.0%	5.5%
≥ 80	7.0%	6.5%

Please note, once established, the withdrawal percentage will not increase even though the annuitant's age increases.

Withdrawal Base. We use the withdrawal base to calculate the rider withdrawal amount. The withdrawal base on the rider date is the policy value (less any premium enhancement, if the rider is added in the first policy year). During any rider year, the withdrawal base is equal to the

withdrawal base on the rider date or most recent rider anniversary, plus subsequent premium payments, less subsequent withdrawal base adjustments.

**Please note:**

We determine the withdrawal base solely to calculate the rider withdrawal amount. Your withdrawal base is not a cash value, a surrender value, or a death benefit. It is not available for withdrawal, it is not a minimum return for any subaccount, and it is not a guarantee of policy value.

Because the withdrawal base is generally equal to the policy value on the rider date, the rider withdrawal amount may be lower if you delay electing the rider and the policy value decreases before you elect the rider.



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On each rider anniversary, the withdrawal base will equal the greatest of:

Current withdrawal base;

The withdrawal base immediately before the rider anniversary increased by the growth credit (see “Growth” below);

The policy value on any monthiversary, including the current rider anniversary (see “Automatic Step-Up” below).

**Growth.** On each of the first ten rider anniversaries, we will add an annual growth credit to your withdrawal base if no withdrawal occurred during the preceding rider year. The annual growth credit is equal to 5% of the withdrawal base immediately before the rider anniversary (i.e., withdrawal base x 0.05).

**Please note:** Because a withdrawal will eliminate a potential growth credit for that rider year, you should consider your need or possible need to take withdrawals within 10 rider years in deciding whether to purchase the rider.

**Automatic Step-Up.** On each rider anniversary, we will automatically step-up the withdrawal base to an amount equal to the greater of (1) the highest policy value on any monthiversary during the preceding rider year if no excess withdrawal occurred or (2) the policy value on the rider anniversary, if the withdrawal base after any annual growth credit is applied is less than that amount.

Beginning on the fifth rider anniversary, the rider fee percentage may increase (or decrease) at the time of any automatic step-up. The rider fee percentage will not exceed the maximum rider fee percentage in the fee table.

**Automatic Step-Up Opt Out.** Each time an automatic step-up results in a rider fee percentage increase, you have the option to reject the automatic step-up and reinstate the withdrawal base and rider fee percentage to their respective amounts immediately before the automatic step-up, provided that you do so within 30 days after a rider anniversary on which the automatic step-up occurred. We must receive your rejection (each time you elect to opt out), in a form satisfactory to us, at our administrative and service office within the same 30 day period after the rider anniversary on which the automatic step-up occurred. Opting out of one step-up does not operate as an opt-out of any future step-ups.

**Double Withdrawal Base Benefit.** If no withdrawals have been made 1) before the 10<sup>th</sup> rider anniversary, or 2) before the rider anniversary following the annuitant (or annuitant’s spouse if younger and the joint life option is elected) attaining age 67, whichever is later, then the withdrawal base on that rider anniversary will be the greater of 1) the withdrawal base as calculated above or 2) the result of the withdrawal base on the rider date plus any premiums received within 90 days of the rider date, multiplied by 2. See “Appendix - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income Choice and Retirement Income Choice with Double Withdrawal Base Benefit Riders - Example 5 (no excess withdrawals) and Example 6 (excess withdrawals).”

**Withdrawal Base Adjustments.** Cumulative gross partial withdrawals up to the rider withdrawal amount in any rider year will not reduce the withdrawal base. Cumulative gross partial withdrawals in excess of the rider withdrawal amount in any rider year (“excess withdrawals”) will reduce the withdrawal base, however, by the greater of the dollar amount of the excess withdrawal or a pro rata amount (in proportion to the reduction in the policy value), possibly to zero. Withdrawal base adjustments occur immediately following excess withdrawals. See “Appendix - Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders - Retirement Income Choice and Retirement Income Choice with Double Withdrawal Base Benefit Riders” for examples showing the effect of hypothetical withdrawals in more detail including an excess withdrawal that reduces the withdrawal base by a pro rata amount. Excess withdrawals may eliminate any guarantee offered by this rider.

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**Designated Investment Choices.** If you elect this rider, you must allocate 100% of your policy value to one or more of the following “designated investment choices:”

Transamerica Asset Allocation - Conservative VP - Service Class

Transamerica Asset Allocation - Moderate VP - Service Class

Transamerica Asset Allocation - Moderate Growth VP - Service Class

Transamerica International Moderate Growth VP - Service Class

Transamerica Efficient Markets VP - Service Class

Transamerica Balanced VP - Service Class

Transamerica Money Market VP - Service Class

Transamerica U.S. Government Securities VP - Service Class

Transamerica Index 50 VP - Service Class

Transamerica Index 75 VP - Service Class

Transamerica Value Balanced VP - Service Class

Fidelity - VIP Balanced Portfolio - Service Class 2

Transamerica PIMCO Total Return VP - Service Class

AllianceBernstein Balanced Wealth Strategy Portfolio - Class B

Franklin Templeton VIP Founding Funds Allocation Fund - Class 4

Fixed Account

If you elect this rider, you may transfer amounts among the designated investment choices (subject to the terms and conditions stated in the prospectus); however, you cannot transfer any amount (or allocate premium payments) to any other subaccount. After the fifth rider anniversary (and each successive fifth rider anniversary), you can terminate this rider. Starting the next business day, you may transfer to a non-designated investment choice. Terminating the rider will result in losing all your benefits under the rider.

**Please note:**

The earliest you can transfer to a non-designated investment choice is the first business day after the fifth rider anniversary. You will be required to terminate the rider first.

We can eliminate a designated investment choice at any time. If a designated investment choice is eliminated, then a policy owner will be given the option to reallocate the value in the eliminated designated investment choice to other designated investment choices.

**Manual Upgrades.** You can upgrade the withdrawal base to equal the policy value during the 30-day period following each successive fifth rider anniversary by sending us written notice in a form acceptable to us, as long as the rider issue requirements for a new rider are met. At this time the rider withdrawal amount and, if applicable, the rider death benefit will be recalculated. If an upgrade is elected, your current rider will terminate and a new rider will be issued with a new rider date, its own rider fee percentage, and growth rate (which may be higher or lower than your current rider fee percentage and growth rate); and any options you elect to change or add to the rider base benefit. The new rider date will be the date the Company receives all necessary information. You cannot elect a manual upgrade if the annuitant (or the annuitant’s spouse if younger and the joint life option is elected) is 86 or older.

## **Retirement Income Choice with Double Withdrawal Base Benefit - Additional Options**

You may elect the following options with this rider (the options are not mutually exclusive):

Death Benefit;

Joint Life; and

Income Enhancement.

There is an additional fee if you elect the Death Benefit and/or the Income Enhancement Benefit option(s) under the rider. If you elect the Joint Life option, then the withdrawal percentage (used to calculate the rider withdrawal amount) is lower. Furthermore, if you elect the Joint Life option in combination with the Death Benefit and/or the Income Enhancement Benefit option(s), then the fee for each of those additional options will be different than under the single life option. See “Retirement Income Choice with Double Withdrawal Base Benefit Rider and Additional Option Fees”.

**1. Death Benefit.** If you elect this rider, you can also elect to add an additional amount to the death benefit payable under the base policy, upon the death of the annuitant (or if the joint life option is selected, the annuitant’s spouse). The additional amount will be equal to the excess, if any, of the rider death benefit over the greater of any optional guaranteed minimum death benefit or the base policy death benefit. The additional amount can be zero. If you elect this rider, then you cannot also elect the Double Enhanced Death Benefit guaranteed minimum death benefit option. See “Section 8. Death Benefit.”

**Rider Death Benefit.** The rider death benefit on the rider date is the policy value (less any premium enhancement if the rider is added in the first policy year). After the rider date, the rider death benefit is equal to:

the rider death benefit on the rider date; plus

subsequent premium payments; less

adjustments for withdrawals (as described under “Rider Death Benefit Adjustments,” below).

**Rider Death Benefit Adjustments.** Gross partial withdrawals up to the rider withdrawal amount in a rider year will reduce the rider death benefit on a dollar-for-dollar basis. Gross partial withdrawals in excess of the rider withdrawal amount in a rider year will reduce the rider death benefit by the greater of the dollar amount of the excess withdrawal or a pro rata amount (in proportion to the reduction in policy value) possibly to zero. See “Appendix–Guaranteed Lifetime Withdrawal Benefit Adjusted Partial Surrenders–Retirement Income Choice and Retirement Income Choice with Double Withdrawal Base Benefit Riders” for examples showing the effect of hypothetical withdrawals in more detail, including any excess withdrawal that results in pro rata adjustments. Rider death benefit adjustments occur immediately following all withdrawals.

**Please note:**

No additional death benefit is payable if the base policy death benefit (including the guaranteed minimum death benefit) exceeds the rider death benefit. The greater the death benefit payable under the guaranteed minimum death benefit selected, the more likely it is that an additional amount will not be payable under the rider death benefit option.

Excess withdrawals may eliminate the additional death benefit available with this rider. You will continue to pay the fee for this option, even if the additional death benefit available under the rider is \$0.

Manual upgrades to the withdrawal base will result in a recalculation of the rider death benefit. However, automatic step-ups will not reset the rider death benefit.

If an owner who is not the annuitant dies and the surviving spouse continues the policy, no additional amount is payable. If the policy is not continued, the surviving owner (who is also the sole beneficiary) may elect to receive lifetime income payments equal to the rider withdrawal amount divided by the number of payments each year instead of receiving the policy's cash value.

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The additional death benefit payment option may be referred to as “minimum remaining withdrawal amount” on your policy statement and other documents.

**2. Joint Life Benefit.** If you elect this rider, you can also elect to postpone termination of the rider until the later of the annuitant or annuitant’ s spouse’ s death. This allows the rider withdrawal amount to be withdrawn until the death of the annuitant or the annuitant’ s spouse (only if the annuitant’ s spouse continues the policy), whichever is later.

**Please note:**

The withdrawal percentage for each “age at time of first withdrawal” is lower if you elect this option.

The annuitant’ s spouse must be either a joint owner along with the annuitant or the sole primary beneficiary (and there is no joint owner), if you elect this option.

A former spouse of the annuitant cannot continue to keep the policy in force if no longer married to the annuitant at the time of the annuitant’ s death. In that event, the rider will terminate and no additional withdrawals under the rider will be permitted.

The annuitant’ s spouse for purposes of this rider cannot be changed to a new spouse.

The rider withdrawal percentage is based on the age of the younger of the annuitant and annuitant’ s spouse, if you elect this option.

The rider death benefit is not payable until the death of the surviving spouse, if you elect this option.

You cannot elect a manual upgrade if the annuitant or annuitant’ s spouse is 86 or older (lower if required by state law).

**3. Income Enhancement Benefit.** If you elect this rider, you can also elect to have your withdrawal percentage double if either the annuitant (or the annuitant’ s spouse if the joint life option is elected) is confined, due to a medical necessity, in a hospital or nursing facility and has been so confined for the elimination period (180 days within the last 365 days). Benefits from this option are not available unless the rider has been in effect for 12 months (the “waiting period”). The elimination period and waiting period can, but do not need to, run concurrently.

**Please note:**

You cannot elect the Income Enhancement Option if the qualifying person or persons is/are already confined in a hospital or nursing facility.

The increase to the withdrawal percentage stops when the qualifying person or persons is/are no longer confined as described above.

We will require confirmation of confinement while benefits are being received. Confirmation of confinement may be a physician’ s statement, a statement from a hospital or nursing facility administrator, or any other information satisfactory to us. If confinement ceases, you may re-qualify by satisfying a 180-day elimination period requirement.

Retirement Income Choice with Double Withdrawal Base Benefit Rider and Additional Option Fees. A rider fee, 0.90% of the withdrawal base on each rider anniversary, is charged annually prior to annuitization for the base benefit.

If you elect options with this rider, then you will be charged a fee for each option you elect that is in addition to the rider fee for the base benefit. Each additional fee is charged annually prior to annuitization and is a percentage of the withdrawal base on each rider anniversary. The additional fees are as follows:

<u>Option</u>	<u>Single Life</u>		<u>Joint Life</u>	
Death Benefit	0.25	%	0.20	%
Income Enhancement Benefit	0.15	%	0.30	%

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We will also deduct all rider fees pro rata upon full surrender of the policy or other termination of the rider. The rider fees are deducted from each investment choice in proportion to the amount of policy value in that investment choice.

**Please Note:** Because the rider fee is a percentage of your withdrawal base on each rider anniversary, the fee can be substantially more than 0.90% of your policy value if that withdrawal base is higher than your policy value.

### **Retirement Income Choice with Double Withdrawal Base Benefit Rider Issue Requirements**

The Company will not issue the Retirement Income Choice with Double Withdrawal Base Benefit rider unless:

the annuitant is not yet age 86 (lower if required by state law);

the annuitant is also an owner (except in the case of non-natural owners);

there are no more than two owners; and

if the joint life option is elected, the annuitant's spouse is also not yet 86 (lower if required by state law) and (1) is a joint owner along with the annuitant or (2) is the sole primary beneficiary (and there is no joint owner).

### **Termination**

The Retirement Income Choice with Double Withdrawal Base Benefit rider and any additional options will terminate upon the earliest of the following:

the date we receive written notice from you requesting termination of the rider if such notice is received by us during the 30 days following the fifth rider anniversary or every fifth rider anniversary thereafter;

the death of the annuitant (or if the joint life option was elected, the death of the annuitant's spouse if that spouse continued the policy as the surviving spouse);

annuitization (however, if you have reached your mandatory annuitization date you may choose an annuitization option which guarantees you lifetime payments in an amount equal to your rider withdrawal amount); or

termination of your policy.

**Please note:** This rider terminates upon annuitization and there is a mandatory annuitization date at which time your policy will be annuitized according to its terms. However, if you have reached your mandatory annuitization date, we will allow you to annuitize your policy and elect to receive lifetime annuity payments which are at least equal to your rider withdrawal amount. Please contact us for more information concerning your options.

*The Retirement Income Choice with Double Withdrawal Base Benefit rider and additional options may vary for certain policies, may not be available for all policies, and may not be available in all states. This disclosure explains the material features of the Retirement Income*



*Choice with Double Withdrawal Base Benefit rider. The application and operation of the rider are governed by the terms and conditions of the rider itself.*

APPENDIX

GUARANTEED LIFETIME WITHDRAWAL BENEFIT COMPARISON TABLE

Living Benefits Rider	Retirement Income Choice Rider	Retirement Income Choice with Double Withdrawal Base Benefit Rider
<p><b>Benefit:</b></p> <p><u>Provides:</u></p> <p>(1) <u>Guaranteed Minimum Accumulation Benefit</u> (“GMAB”)—Ten years after you elect the rider (“guaranteed future value date”), your policy value will equal your guaranteed future value (calculated as described below). After that date, the guaranteed future value equals zero.</p> <p>(2) <u>Guaranteed Minimum Withdrawal Benefit</u> (“GMWB”)—a maximum annual withdrawal amount (calculated as described below) regardless of your policy value; we account for withdrawals you take under the rider by applying two different withdrawal guarantees, “<i>principal back</i>,” for withdrawals of up to 7% of your total withdrawal base, or “<i>for life</i>,” for withdrawals up to 5% of your total withdrawal base.</p> <p><u>Upgrades:</u></p> <p>(1) Before the annuitant’s 86<sup>th</sup> birthday, you can upgrade the total withdrawal base (for GMWB) and the guaranteed future value (for GMAB) by sending us written notice.</p>	<p><b>Benefit:</b></p> <p><u>Provides:</u></p> <p>(1) <u>Guaranteed Lifetime Withdrawal benefit</u> (“GLWB”)—i.e., a level of cash withdrawals regardless of the performance of the designated investment choices that you select—if you invest in certain designated investment choices.</p> <p>(2) <i>Growth</i>—On each of the first 10 rider anniversaries, we add an annual growth credit (0.05% of the withdrawal base immediately before the rider anniversary) to the withdrawal base if no withdrawals have occurred during the preceding rider year.</p> <p>(3) <i>Automatic Step-Up</i>—We will automatically step-up the withdrawal base on each rider anniversary. You can opt out of the automatic step-up if the automatic step-up would result in an increase in the rider fee percentage.</p> <p><u>Upgrades:</u></p> <p>You may request by sending us written notice. If you upgrade, the current rider terminates and a new rider is issued (which may have a higher rider fee). If you have elected the joint life option under the rider, you cannot elect a manual upgrade if the annuitant or an annuitant’s spouse is 86 or older (lower if required by state law).</p>	<p><b>Benefit:</b></p> <p><u>Provides:</u></p> <p>(1) <u>Guaranteed Lifetime Withdrawal benefit</u> (“GLWB”)—i.e., a level of cash withdrawals regardless of the performance of the designated investment choices that you select—if you invest in certain designated investment choices.</p> <p>(2) <i>Growth</i>—On each of the first 10 rider anniversaries, we add an annual growth credit (0.05% of the withdrawal base immediately before the rider anniversary) to the withdrawal base if no withdrawals have occurred during the preceding rider year.</p> <p>(3) <i>Automatic Step-Up</i>—We will automatically step-up the withdrawal base on each rider anniversary. You can opt out of the automatic step-up if the automatic step-up would result in an increase in the rider fee percentage.</p> <p>(4) <i>Double Withdrawal Base Benefit</i>—If you have not taken any withdrawals by the later of (A) during the first 10 rider years or (B) before the rider anniversary following the annuitant’s (or, the annuitant’s spouse, if younger and the joint life option is elected) attaining age 67, the withdrawal base on that rider anniversary will be the greater of (i) the withdrawal base as calculated under the rider or (ii) twice the sum of the withdrawal base on the rider date and any premiums received within 90 days of the rider date.</p>



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**Living Benefits Rider**

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(2) If you upgrade, the current rider terminates and a new rider is issued (which may have a higher rider fee).

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**Retirement Income Choice Rider**

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Additional Options:

(1) Death Benefit Option—You may add an amount to the death benefit payable under the base policy.

(2) Joint Life Option—You may elect to postpone termination of the rider until the later of the death of the annuitant or the death of the annuitant's spouse. The annuitant's spouse must be either a joint owner (along with the annuitant) or the sole primary beneficiary (without a joint owner).

(3) Income Enhancement Option—If the rider has been in effect for at least 12 months, then you may elect to have your withdrawal percentage double if either the annuitant or the annuitant's spouse, if the joint life option is elected, is confined in a hospital or nursing facility because of a medical necessity, and has been so confined for an "elimination period" (i.e., 180 days within the last 365 days).

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**Retirement Income Choice with Double  
Withdrawal Base Benefit Rider**

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Upgrades:

You may request by sending us written notice. If you upgrade, the current rider terminates and a new rider is issued (which may have a higher rider fee). If you have elected the joint life option under the rider, you cannot elect a manual upgrade if the annuitant or an annuitant's spouse is 86 or older (unless state law requires a lower maximum age).

Additional Options:

(1) Death Benefit Option—You may add an amount to the death benefit payable under the base policy.

(2) Joint Life Option—You may elect to postpone termination of the rider until the later of the death of the annuitant or the death of the annuitant's spouse. The annuitant's spouse must be either a joint owner (along with the annuitant) or the sole primary beneficiary (without a joint owner).

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**Living Benefits Rider**

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**Retirement Income Choice Rider**

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**Retirement Income Choice with Double  
Withdrawal Base Benefit Rider**

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You cannot elect this option if the qualifying person(s) is/are already confined in a hospital or nursing facility when the rider is elected. In addition, the increase to the withdrawal percentage stops when the qualifying person(s) is/are no longer confined.

(3) Income Enhancement Option—If the rider has been in effect for at least 12 months, then you may elect to have your withdrawal percentage double if either the annuitant or the annuitant’s spouse, if the joint life option is elected, is confined in a hospital or nursing facility because of a medical necessity, and has been so confined for an “elimination period” (i.e., 180 days within the last 365 days).

You cannot elect this option if the qualifying person(s) is/are already confined in a hospital or nursing facility when the rider is elected. In addition, the increase to the withdrawal percentage stops when the qualifying person(s) is/are no longer confined.

**Availability:**

0 - 80 (unless state law requires a lower maximum issue age);

You cannot also elect the Double Enhanced Death Benefit guaranteed minimum death benefit option.

**Charge:** 0.60% of total withdrawal base on each rider anniversary under the “principal back” withdrawal guarantee under the rider.

**Availability:**

Younger than age 86 (unless state law requires a lower maximum issue age);

You cannot also elect the Double Enhanced Death Benefit guaranteed minimum death benefit option.

**Charges:**

(1) *for Base Benefit only*—0.60% (single life) or 0.90% (joint life) of withdrawal base on each rider anniversary;

**Availability:**

Younger than age 86 (unless state law requires a lower maximum issue age);

You cannot also elect the Double Enhanced Death Benefit guaranteed minimum death benefit option.

**Charges:**

(1) *for Base Benefit only*—0.90% (single life and joint life) of withdrawal base on each rider anniversary;

**Living Benefits Rider**

**Retirement Income Choice Rider**

(2) *with Death Benefit Option*—0.25% (single life) or 0.20% (joint life) of withdrawal base on each rider anniversary, in addition to the base benefit fee;

(3) *with Income Enhancement*—0.15% (single life) or 0.30% (joint life) of withdrawal base on each rider anniversary, in addition to the base benefit fee.

**Investment Restrictions:**

*Portfolio Allocation Method* (“PAM”)—We monitor your policy value and, as we deem necessary to support the guarantees under the rider, may transfer amounts between investment options that we designate and the variable investment choices that you select.

**Investment Restrictions:**

You must allocate 100% of your policy value to one or more investment options that we designate.

**Retirement Income Choice with Double**

**Withdrawal Base Benefit Rider**

(2) *with Death Benefit Option*—0.25% (single life) or 0.20% (joint life) of withdrawal base on each rider anniversary, in addition to the base benefit fee;

(3) *with Income Enhancement*—0.15% (single life) or 0.30% (joint life) of withdrawal base on each rider anniversary, in addition to the base benefit fee.

**Investment Restrictions:**

You must allocate 100% of your policy value to one or more investment options that we designate.

**APPENDIX**

**GUARANTEED LIFETIME WITHDRAWAL BENEFIT  
ADJUSTED PARTIAL SURRENDERS - RETIREMENT INCOME CHOICE AND  
RETIREMENT INCOME CHOICE WITH DOUBLE WITHDRAWAL BASE BENEFIT RIDERS**

When a withdrawal is taken, three parts of the guaranteed lifetime withdrawal benefit can be affected:

1. Withdrawal base ("WB")
2. Rider withdrawal amount ("RWA")
3. Rider death benefit ("RDB")

**Withdrawal Base.** Gross partial withdrawals in a rider year up to the rider withdrawal amount will not reduce the withdrawal base. Gross partial withdrawals in a rider year in excess of the rider withdrawal amount will reduce the withdrawal base by an amount equal to the greater of:

- 1) the excess gross partial withdrawal amount; and
- 2) a pro rata amount, the result of  $(A / B) * C$ , where:
  - A) is the excess gross partial withdrawal (the amount in excess of the guaranteed annual withdrawal amount remaining prior to the withdrawal);
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
  - C) is the withdrawal base prior to the withdrawal of the excess amount.

**Rider Death Benefit.** Gross partial withdrawals in a rider year up to the rider withdrawal amount will reduce the rider death benefit by the amount withdrawn (dollar-for-dollar). Gross partial withdrawals in a rider year in excess of the rider withdrawal amount will reduce the rider death benefit by an amount equal to the greater of:

- 1) the excess gross partial withdrawal amount; and
- 2) a pro rata amount, the result of  $(A / B) * C$ , where:
  - A) is the excess gross partial withdrawal (the amount in excess of the guaranteed annual withdrawal amount remaining prior to the withdrawal);
  - B) is the policy value after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount; and
  - C) is the rider death benefit after the rider withdrawal amount has been withdrawn, but prior to the withdrawal of the excess amount.

The following demonstrates, on a purely hypothetical basis, the effects of partial withdrawals under this guaranteed lifetime withdrawal benefit.

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**Example 1 (Base):****Assumptions:**

Withdrawal Base (“WB”) = \$100,000

Rider Withdrawal Amount (“RWA”) = 5% withdrawal would be \$5,000 (5% of the current \$100,000 withdrawal base)

Gross partial withdrawal (“GPWD”) = \$5,000

Excess withdrawal (“EWD”) = None

Policy Value (“PV”) = \$100,000

You = owner and annuitant, age 66 at time withdrawals begin, which means withdrawal percentage is 5%.

**Question:** Is any portion of the withdrawal greater than the rider withdrawal amount?

No. There is no excess withdrawal under the rider since no more than \$5,000 is withdrawn.

**Result.** In this example, because no portion of the withdrawal was in excess of \$5,000, the withdrawal base does not change.

**Example 2 (Excess Withdrawal):****Assumptions:**

WB = \$100,000

RWA = 5% withdrawal would be \$5,000 (5% of the current \$100,000 withdrawal base)

GPWD = \$7,000

EWD = \$2,000 (\$7,000 - \$5,000)

PV = \$90,000

You = owner and annuitant, age 66 at time withdrawals begin, which means withdrawal percentage is 5%.

**Result.** For the guaranteed lifetime withdrawal benefit, because there was an excess withdrawal amount, the withdrawal base needs to be adjusted and a new lower rider withdrawal amount calculated. Had the withdrawal for this example not been more than \$5,000, the withdrawal base would remain at \$100,000 and the rider withdrawal amount would be \$5,000. However, because an excess withdrawal has been taken, the withdrawal base is also reduced (this is the amount the 5% is based on).

New withdrawal base:

Step One. The withdrawal base is reduced only by the amount of the excess withdrawal or the pro rata amount, if greater.

Step Two. Calculate how much the withdrawal base is affected by the excess withdrawal.

1. The formula is  $(EWD / (PV - 5\% \text{ withdrawal})) * WB$  before any adjustments
2.  $(\$2,000 / (\$90,000 - \$5,000)) * \$100,000 = \$2,352.94$

Step Three. Which is larger, the actual \$2,000 excess withdrawal or the \$2,352.94 pro rata amount? \$2,352.94 pro rata amount.



Step Four. What is the new withdrawal base upon which the rider withdrawal amount is based?  $\$100,000 - \$2,352.94 = \$97,647.06$

**Result.** The new withdrawal base is \$97,647.06

New rider withdrawal amount:

Because the withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new rider withdrawal amount for the 5% guarantee that will be available starting on the next rider anniversary. This calculation assumes no more activity prior to the next rider anniversary.

**Question:** What is the new rider withdrawal amount?

$$\$97,647.06 \text{ (the adjusted withdrawal base)} * 5\% = \$4,882.35$$

**Result.** Going forward, the maximum you can take out in a year without causing an excess withdrawal and further reduction of the withdrawal base (assuming there are no future automatic step-ups) is \$4,882.35.

### **Example 3 (Base demonstrating growth):**

#### **Assumptions:**

$$WB = \$100,000$$

Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.

$$WB \text{ in 8 years (assuming an annual growth rate percentage of 5.0\%)} = \$100,000 * (1 + .05)^8 = \$147,745$$

RWA = 5% withdrawal beginning 8 years from the rider date would be \$7,387 (5% of the then-current \$147,745 withdrawal base)

$$GPWD = \$7,387$$

EWD = None

$$PV = \$90,000 \text{ in 8 years}$$

You = owner and annuitant, age 58 on rider issue; age 66 at time withdrawals begin, which means Withdrawal Percentage is 5%.

**Question:** Is any portion of the withdrawal greater than the rider withdrawal amount?

No. There is no excess withdrawal under the guarantee if no more than \$7,387 is withdrawn in a rider year.

**Result.** In this example, because no portion of the withdrawal was in excess of \$7,387, the withdrawal base does not change.

### **Example 4 (Base demonstrating WB growth with Additional Death Payment Option):**

#### **Assumptions:**

You = owner and annuitant, age 58 on rider issue; age 66 at time withdrawals begin, which means Withdrawal Percentage is 5%.

$$WB \text{ at rider issue} = \$100,000$$

Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.

WB in 8 years (assuming an annual growth rate percentage of 5.0%) =  $\$100,000 * (1 + .05)^8 = \$147,745$

Rider Death Benefit (“RDB”) (optional additional death benefit for additional cost) = \$100,000

RWA = 5% withdrawal beginning 8 years from the rider date would be \$7,387 (5% of the then-current \$147,745 withdrawal base)

GPWD = \$7,387

EWD = None

PV = \$90,000 in 8 years

Step One. Is any portion of the withdrawal greater than the rider withdrawal amount?

No. There is no excess withdrawal under the guarantee if no more than \$7,387 is withdrawn.

Step Two. What is the rider death benefit after the withdrawal has been taken?

1. Total to deduct from the rider death benefit is \$7,387 (there is no excess to deduct)
2.  $\$100,000 - \$7,387 = \$92,613$ .

**Result.** In this example, because no portion of the withdrawal was in excess of \$7,387, the total withdrawal base does not change and the rider death benefit reduces to \$92,613.

**Example 5 (For Retirement Income Choice with Double Withdrawal Benefit Base rider only - Base demonstrating doubling of WB with Additional Death Payment Option):**

**Assumptions:**

You = owner and annuitant, age 58 on rider issue; age 69 at time withdrawals begin, which means Withdrawal Percentage is 5%.

WB at rider issue = \$100,000

Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.

WB in 10 years (assuming an annual growth rate percentage of 5.0%) = the greater of  $\$100,000 * (1 + .05)^{10} = \$162,889$ , or  $\$100,000 * 2 = \$200,000$  (premiums applied within 90 days of rider date).

RDB (optional additional death benefit for additional cost) = \$100,000

RWA = 5% withdrawal beginning 10 years from the rider date would be \$10,000 (5% of the then-current \$200,000 withdrawal base)

GPWD = \$10,000

EWD = \$0

PV = \$90,000 in 10 years

Step One. Is any portion of the total withdrawal greater than the rider withdrawal amount?

No, there is no excess withdrawal under the guarantee since no more than \$10,000 is withdrawn.

**Result.** In this example, because no portion of the withdrawal base was in excess of \$10,000, the withdrawal base does not change.

**Example 6 (Retirement Income Choice with Double Withdrawal Base Benefit rider only - Base with WB growth with Additional Death Payment Option illustrating excess withdrawal):**

**Assumptions:**

You = owner and annuitant, age 56 on rider issue; age 69 at time withdrawals begin, which means Withdrawal Percentage is 5%.

WB at rider issue = \$100,000

Automatic step-up never occurs and no withdrawals are taken in the first 10 rider years.

WB in 10 years (assuming an annual growth rate percentage of 5.0%) = greater of \$100,000 \* (1 + .05) ^ 10 = \$162,889, or \$100,000 (premiums applied within 90 days of the rider) \* 2 = \$200,000.

RDB (optional additional death benefit for additional cost) = \$100,000

RWA = 5% withdrawal beginning 10 years from the rider date would be \$10,000 (5% of the then-current \$200,000 withdrawal base)

GPWD = \$15,000

EWD = \$5,000 (\$15,000 - \$10,000)

PV = \$90,000 in 10 years

Step One. Is any portion of the total withdrawal greater than the rider withdrawal amount?

Yes. \$15,000 - \$10,000 = \$5,000 (the excess withdrawal amount)

Step Two. Calculate how much of the rider death benefit is affected by the excess withdrawal.

1. Formula for pro rata amount is:  $(EWD / (PV - 5\% \text{ withdrawal})) * (RDB - 5\% \text{ withdrawal})$
2.  $(\$5,000 / (\$90,000 - \$10,000)) * (\$100,000 - \$10,000) = \$5,625$

Step Three. Which is larger, the actual \$5,000 excess withdrawal amount or the \$5,625 pro rata amount?

\$5,625 pro rata amount

Step Four. What is the rider death benefit after the withdrawal has been taken?

1. Total to deduct from the rider death benefit is \$10,000 (RWA) + \$5,625 (pro rata excess) = \$15,625
2.  $\$100,000 - \$15,625 = \$84,375$ .

**Result.** The rider benefit is \$84,375.

**NOTE.** Because there was an excess withdrawal amount in this example, the withdrawal base needs to be adjusted and a new lower rider withdrawal amount calculated. Had the withdrawal for this example not been more than \$10,000, the withdrawal base would remain at \$200,000 and the rider withdrawal amount would be \$10,000. However, because an excess withdrawal has been taken, the withdrawal base is also reduced.

New withdrawal base:

Step One. The withdrawal base is reduced only by the amount of the excess withdrawal or the pro rata amount if greater.

Step Two. Calculate how much the withdrawal base is affected by the excess withdrawal.

1. The formula is  $(EWD / (PV - 5\% \text{ withdrawal})) * \text{WB before any adjustments}$
2.  $(\$5,000 / (\$90,000 - \$10,000)) * \$200,000 = \$12,500$

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Step Three. Which is larger, the actual \$5,000 excess withdrawal amount or the \$12,500 pro rata amount?

\$12,500 pro rata amount.

Step Four. What is the new withdrawal base upon which the rider withdrawal amount is based?

$$\$200,000 - \$12,500 = \$187,500$$

**Result.** The new withdrawal base is \$187,500

New rider withdrawal amount:

Because the withdrawal base was adjusted (due to the excess withdrawal) we have to calculate a new rider withdrawal amount for the 5% withdrawal percentage guarantee that will be available starting on the next rider anniversary. This calculation assumes no more activity prior to the next rider anniversary.

Step One. What is the new rider withdrawal amount?

$$\$187,500 \text{ (the adjusted withdrawal base)} * 5\% = \$9,375$$

**Result.** Going forward, the maximum you can take out in a year without causing an excess withdrawal and further reduction of the withdrawal base is \$9,375.

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PART C

OTHER INFORMATION

**Item 24. Financial Statements and Exhibits**

(a) *Financial Statements*

All required financial statements are included in Part B of this Registration Statement.

(b) *Exhibits:*

- (1) (a) Resolution of the Board of Directors of PFL Life Insurance Company authorizing establishment of the Separate Account. Note 1.
- (b) Authorization Changing Name of the Separate Account. Note 11.
- Not Applicable.
- (2)
- (3) (a) Principal Underwriting Agreement by and between PFL Life Insurance Company, on its own behalf and on the behalf of the Separate Account, and AEGON USA Securities, Inc. Note 6.
- (a) (1) Principal Underwriting Agreement by and between PFL Life Insurance Company on its own behalf and on the behalf of the Separate Account and AFSG Securities Corporation. Note 13.
- (a) (2) Termination of Principal Underwriting Agreement by and between AEGON USA Securities, Inc., formerly known as, MidAmerica Management Corporation, and PFL Life Insurance Company on its own behalf and on the behalf of PFL Endeavor Variable Annuity Account. Note 15.
- (a) (3) Form of Amended and Reinstated Principal Underwriting Agreement by and between AFSG Securities Corporation and Transamerica Life Insurance Company on its behalf and on behalf of the separate investment accounts. Note 30.
- (a) (4) Amendment No. 8 and Novation to Amended and Restated Principal Underwriting Agreement. Note 42.
- (a) (5) Amendment No. 10 to Amended and Restated Principal Underwriting Agreement. Note 47.

(b) Form of Broker/Dealer Supervision and Sales Agreement by and between AFSG Securities Corporation, and the Broker/Dealer.  
Note 13.

(b) (1) Form of Life Insurance Company Product Sales Agreement (TCI) Note 44.

Form of Policy for the Endeavor Platinum Variable Annuity. Note 7.

(4) (a)

Amended pages to Form of Policy for Endeavor Platinum Variable Annuity. Note 8.

(b)

Form of Policy Endorsement (Death Benefits). Note 10.

(c)

Form of Policy for the Endeavor Platinum Variable Annuity. Note 12.

(d)

Form of Policy Endorsement (Nursing Care). Note 12.

(e)

Form of Policy for the Endeavor Platinum Variable Annuity. Note 13.

(f)

Form of Policy Endorsement (New Separate Accounts and Annuity Commencement Date). Note 13.

(g)

Form of Policy Rider (GMIB). Note 15.

(h)

Form of Policy Rider (Additional Death Distribution). Note 24.

(i)

Form of Policy Rider (Managed Annuity Program). Note 26.

(j)

Form of Policy Rider (MAP II). Note 31.

(k)

Form of Policy Rider (GPS). Note 37.

(l)

- (m) Form of Policy Rider (5 For life). Note 37.
  
- (n) Form of Policy Rider (ADD+). Note 37.
  
- (o) Form of Policy Rider (New GMWB). Note 39.
  
- (p) Form of Policy Rider (5 for Life - Growth - without Death Benefit). Note 40.
  
- (q) Form of Policy Rider (5 for Life - Growth - with Death Benefit). Note 40.
  
- (r) Form of Rider (Income Select for Life). Note 41.
  
- (s) Form of Rider (Double Enhanced). Note 43.
  
- (t) Form of Rider (Retirement Income Choice). Note 43.
  
- (u) Form of Endorsement (Fund Facilitation Fee). Note 46.
  
- (v) Form of Policy Rider (Retirement Income Choice - Double Withdrawal Base Benefit). Note. 46.
  
- (5) (a) Form of Application for the Endeavor Platinum Variable Annuity. Note 12.
  
- (b) Form of Application for the Endeavor Platinum Variable Annuity. Note 13.
  
- (c) Form of Application for the Endeavor Platinum Variable Annuity. Note 15.
  
- (d) Form of Application for the Transamerica Freedom Variable Annuity (formerly Endeavor Platinum Variable Annuity) Note 24.

- (e) Form of Application for Transamerica Freedom. Note 32.
  
- (f) Form of Application. Note 33
  
- (6) (a) Articles of Incorporation of PFL Life Insurance Company. Note 2.
  
- (b) ByLaws of PFL Life Insurance Company. Note 2.
  
- (7) Reinsurance Agreement Note 36.
  
- (8) (a) Participation Agreement by and between PFL Life Insurance Company and Endeavor Series Trust.



Note 3.

(b)

Participation Agreement by and between PFL Life Insurance Company and the WRL Growth Portfolio of WRL Series Fund, Inc.  
Note 4.

(8) (b) (1)

Amendment No. 12 to Participation Agreement among WRL Series Fund, Inc., PFL Life Insurance Company, AUSA Life Insurance Company, Inc., and Peoples Benefit Life Insurance Company. Note 17.

(8) (b) (2)

Amendment No. 15 to Participation Agreement among WRL Series Fund, Inc., PFL Life Insurance Company, AUSA Life Insurance Company, Inc., and Peoples Benefit Life Insurance Company. Note 22.

(b) (3)

Amendment No. 17 to Participation Agreement among WRL Series Fund, Inc., Transamerica Life Insurance Company (formerly PFL Life Insurance Company), AUSA Life Insurance Company, Inc., Peoples Benefit Life Insurance Company and Transamerica Occidental Life Insurance Company. Note 24.

(b) (4)

Amendment No. 20 to Participation Agreement among AEGON/Transamerica Series Fund, Inc., Transamerica Life Insurance Company, AUSA Life Insurance Company, Inc., Peoples Benefit Life Insurance Company, Transamerica Occidental Life Insurance Company and Transamerica Life Insurance and Annuity Company. Note 34.

(8) (b) (5)

Amendment No. 31 to Participation Agreement (AEGON/Transamerica). Note 36.

(8) (b) (6)

Amendment No. 32 to Participation Agreement (AEGON/Transamerica). Note 37.

(b) (7)

Amendment No. 36 to Participation Agreement (Transamerica Series Trust). Note 45.

(b) (8)

Amendment No. 38 to Participation Agreement (TST). Note 47.

(c)

Administrative Services Agreement by and between PFL Life Insurance Company and State Street Bank and Trust Company (assigned to Vantage Computer Systems, Inc.). Note 3.

- (d) Amendment and Assignment of Administrative Services Agreement. Note 4.
  
- (e) Second Amendment to Administrative Services Agreement. Note 5.
  
- (f) Amendment to Participation Agreement by and between PFL Life Insurance Company and Endeavor Series Trust. Note 12.
  
- (8) (f) (1) Amendment No. 6 to Participation Agreement by and between PFL Life Insurance Company, Endeavor Management Co. and Endeavor Series Trust. Note 17.
  
- (8) (f) (2) Amendment to Schedule A of the Participation Agreement by and between PFL Life Insurance Company and Endeavour Series Trust. Note 22.
  
- (f) (3) Form of Termination of Participation Agreement among Transamerica Life Insurance Company, AUSA Life Insurance Company, Inc., Peoples Benefit Life Insurance Company, on their own behalf and on behalf of their separate accounts, Endeavor Series Trust and Endeavor Management Co. Note 30.
  
- (g) Participation Agreement by and between PFL Life Insurance Company and Transamerica Variable Insurance Fund, Inc. Note 20.
  
- (8) (g) (1) Termination of Participation Agreement (Transamerica). Note 26.
  
- (8) (g) (2) Participation Agreement (Transamerica). Note 26.
  
- (8) (g) (3) Addendum to Participation Agreement

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(Transamerica). Note 26.

- (h) Participation Agreement by and between Variable Insurance Product Funds and Variable Insurance Products Fund II, Fidelity Distributors Corporation, and PFL Life Insurance Company, and Addendums thereto. Note 18.
- (h) (1) Amended Schedule A to Participation Agreement by and between Variable Insurance Product Funds and Variable Insurance Products Fund II, Fidelity Distributors Corporation, and PFL Life Insurance Company. Note 20.
- (h) (2) Form of Amended Schedule A to Participation Agreement by and between Variable Insurance Product Funds and Variable Insurance Products Fund II, Fidelity Distributors Corporation, and Transamerica Life Insurance Company (formerly PFL Life Insurance Company). Note 24.
- (h) (3) Amendment No. 4 to Participation Agreement by and between Variable Insurance Products Funds, Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 25.
- (h) (4) Amendment No. 4 to Participation Agreement by and between Variable Insurance Products Fund II, Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 25.
- (h) (5) Amended Schedule A to Participation Agreement by and between Variable Insurance Product Funds and Variable Insurance Products Fund II, Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 25.
- (i) Participation Agreement between Variable Insurance Products Fund III, Fidelity Distributors Corporation, and PFL Life Insurance Company. Note 19.
- (i) (1) Amended Schedule A to Participation Agreement between Variable Insurance Products Fund III, Fidelity Distributors Corporation, and PFL Life Insurance Company. Note 20.
- (i) (2) Amendment No. 2 to Participation Agreement by and between Variable Insurance Products Fund III, Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 25.
- (i) (3) Amended Schedule A to Participation Agreement by and between Variable Insurance Products Fund III, Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 25.

- (8) (j)  
Participation Agreement by and between Janus Aspen Series and PFL Life Insurance Company. Note 21.
  
- (8) (j) (1)  
Amendment No. 2 to Participation Agreement by and between Janus Aspen Series and PFL Life Insurance Company. Note 22.
  
- (8) (k)  
Participation Agreement by and among Alliance Variable Products Series Fund, PFL Life Insurance Company, AFSG Securities Corporation. Note 23.
  
- (k) (1)  
Amendment No. 2 to Participation Agreement by and among Alliance Variable Products Series Fund, Transamerica Life Insurance Company (formerly PFL Life Insurance Company), AFSG Securities Corporation. Note 26.
  
- (k) (2)  
Amendment to Participation Agreement (Alliance Bernstein). Note 47.
  
- (8) (l)  
Participation Agreement by and among AIM Variable

- (l) (1)  
Form of Amendment No. 7 to Participation Agreement among AIM Variable Insurance Funds, AIM Distributors, Inc., Transamerica Life Insurance Company and AFSG Securities Corporation. Note 30.
  
- (8) (m)  
Participation Agreement among MFS Variable Insurance Trust, PFL Life Insurance Company and Massachusetts Financial Services Company. Note 28.
  
- (m) (1)  
Partial Termination of Participation Agreement among MFS Variable Insurance Trust, PFL Life Insurance Company and Massachusetts Financial Services Company. Note 29.
  
- (m) (2)  
Form of Amendment to Participation Agreement by and among MFS Variable Insurance Trust, Massachusetts Financial Services Company, and Transamerica Life Insurance Company. Note 30.
  
- (8) (n)  
Amended and Restated Participation Agreement among Fidelity Distributors Corporation and Transamerica Life Insurance Company. Note 39
  
- (8) (o)  
Form of Amended and Restated Participation Agreement among Franklin/Templeton Distributors, Inc. and Transamerica Life Insurance Company. Note 42.
  
- (o) (1)  
Amendment No. 3 to Participation Agreement (Franklin Templeton). Note 47.
  
- (9) (a)  
Opinion and Consent of Counsel. Note 45.
  
- (9) (b)  
Consent of Counsel. Note 45.
  
- (10) (a)  
Consent of Independent Registered Public Accounting Firm. Note 45.
  
- (b)  
Opinion and Consent of Actuary. Note 39.

(11)

Not Applicable.

(12)

Not Applicable.

(13)

Performance Data Calculations. Note 39.

(14)

Powers of Attorney (Craig D. Vermie, Arthur C. Schneider, Eric J. Martin, Brenda K. Clancy, M. Craig Fowler, Mark W. Mullin and Kenneth Kilbane). Note 46.

Note 1. Filed with the initial filing of this Form N-4 Registration Statement (File No. 33-56908, 811-06032) on January 8, 1993.

Note 2. Filed with the initial filing of Form N-4 Registration Statement (File No. 33-33085 on January 23, 1990.

Note 3. Filed with Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 33-33085) on April 9, 1990.

Note 4. Filed with Post-Effective Amendment No. 2 to Form N-4 Registration Statement (File No. 33-33085) on April 1, 1991.

Note 5. Filed with Post-Effective Amendment No. 3 to Form N-4 Registration Statement (File No. 33-33085) on May 1, 1992.

Note 6. Filed with Post-Effective Amendment No. 5 to Form

- N-4 Registration Statement (File No. 33-33085) on April 30, 1993.
- Note 7. Filed with Pre-Effective Amendment No. 1 to this Form N-4 Registration Statement (File No. 33-56908) on December 6, 1993.
- Note 8. Filed with Post-Effective Amendment No. 10 to this Form N-4 Registration Statement (File No. 33-56908) on February 28, 1994.
- Note 9. Filed with Post-Effective Amendment No. 12 to this Form N-4 Registration Statement (File No. 33-56908) on April 29, 1994.
- Note 10. Filed with Post-Effective Amendment No. 5 to this Form N-4 Registration Statement (File No. 33-56908) on April 27, 1995.
- Note 11. Filed with Post-Effective Amendment No. 6 to this Form N-4 Registration Statement (File No. 33-56908) on April 24, 1996.
- Note 12. Filed with Post-Effective Amendment No. 7 to this Form N-4 Registration Statement (File No. 33-56908) on April 29, 1997.
- Note 13. Filed with Post-Effective Amendment No. 8 to this Form N-4 Registration Statement (File No. 33-56908) on February 27, 1998.
- Note 14. Filed with Post-Effective Amendment No. 9 to this Form N-4 Registration Statement (File No. 33-56908) on April 29, 1998.
- Note 15. Filed with Post-Effective Amendment No. 10 to this Form N-4 Registration Statement (File No. 33-56908) on September 28, 1998.
- Note 16. Filed with Post-Effective Amendment No. 11 to this Form N-4 Registration Statement (File No. 33-56908) on April 29, 1999.
- Note 17. Filed with the Initial filing of Form N-4 Registration Statement for the Access Variable Annuity (File No. 333-94489) on January 12, 2000.
- Note 18. Incorporated by reference to Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-07509) on December 6, 1996.
- Note 19. Incorporated by reference to Post-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-07509) on April 29, 1997.
- Note 20. Filed with Post-Effective Amendment No. 12 to this Form N-4 Registration Statement (File No. 33-56908) on April 27, 2000.
- Note 21. Incorporated by reference to Post-Effective Amendment No. 3 to this Form N-4 Registration Statement (333-26209) on April 28, 2000.
- Note 22. Filed with Post-Effective Amendment No. 13 to this Form N-4 Registration Statement (File No. 33-56908) on October 3, 2000.
- Note 23. Incorporated by reference to Post-Effective Amendment No. 3 to Form N-4 Registration Statement (File No. 333-26209) on April 28, 2000.
- Note 24. Filed with Post-Effective Amendment No. 14 to this Form N-4 Registration Statement (File No. 33-56908) on April 30, 2001.
- Note 25. Incorporated by reference to Pre-Effective Amendment No. 1 to Form N-4 Registration Statement (File No. 333-63086) on September 13, 2001.
- Note 26. Incorporated by reference to Post-Effective Amendment No. 26 to Form N-4 Registration Statement (File No. 33-33085) on October 2, 2001.
- Note 27. Incorporated herein by reference to Post-Effective Amendment No. 5 to Form N-4 Registration Statement (File No. 333-7509) on July 16, 1998.
- Note 28. Incorporated herein by reference to Post-Effective Amendment No. 2 to Form N-4 Registration Statement (File No. 333-7509) on December 23, 1997.
- Note 29. Incorporated herein by reference to Post-Effective Amendment No. 8 to Form N-4 Registration Statement (File No. 333-7509) on April 29, 1999.
- Note 30. Filed with Post-Effective Amendment No. 16 to this Form N-4 Registration Statement (File No. 33-56908) on April 30, 2002.
- Note 31. Incorporated herein by reference to Post-Effective Amendment No. 31 to Form N-4 Registration Statement (File No. 33-33085) on October 15, 2002.
- Note 32. Filed with Post-Effective Amendment No. 17 to this form N-4 Registration Statement (File No. 33-56908) on December 30, 2002.
- Note 33. Filed with Post-Effective No. 20 to Form N-4 Registration Statement (File No. 33-56908) on April 30, 2003.
- Note 34. Filed with Post-Effective No. 22 to Form N-4 Registration Statement (File No. 33-56908) on April 30, 2004.
- Note 35. Incorporated herein by reference to Initial Filing to N-4 Registration Statement (File No. 333-116562) on June 17, 2004.
- Note 36. Incorporated herein by reference to Post-Effective Amendment No. 2 to Form N-4 Registration Statement (File No. 333-109580) on January 7, 2005.
- Note 37. Filed with Post-Effective Amendment No. 23 to Form N-4 Registration Statement (File No. 33-56908) on April 28, 2005.
- Note 38. Incorporated herein by reference to Post-Effective Amendment No. 38 to Form N-4 Registration Statement (File No. 33-33085) on September 12, 2005.
- Note 39. Filed with Post-Effective Amendment No. 27 to this Form N-4 Registration Statement (File No. 33-56908) on April 26, 2006.
- Note 40. Incorporated herein by Reference to Post-Effective Amendment No. 39 to this Form N-4 Registration Statement (File No. 33-33085) on December 12, 2005.
- Note 41. Incorporated herein by Reference to Pre-Effective Amendment No. 1 to this Form N-4 Registration Statement (File No. 333-131987) on July 19, 2006.

- Note 42. Filed with Post-Effective Amendment No. 28 to this Form N-4 Registration Statement (File No. 33-56908) on April 27, 2007.
- Note 43. Incorporated herein by Reference to Post-Effective Amendment No. 2 to Form N-4 Registration Statement (File No. 333-131987) on September 21, 2007.
- Note 44. Incorporated herein by reference to Post-Effective Amendment No. 6 to Form N-4 Registration Statement (File No. 333-125817) filed on February 15, 2008.
- Note 45. Filed with Post-Effective Amendment No. 30 to this Form N-4 Registration Statement (File No. 33-56908) on April 30, 2008.
- Note 46. Incorporated herein by reference to Post-Effective Amendment No. 5 to Form N-4 Registration Statement (File No. 333-131987) filed on August 14, 2008.
- Note 47. Filed herewith.



**Item 25. Directors and Officers of the Depositor**

<u>Name and Business Address</u>	<u>Principal Positions and Offices with Depositor</u>
Craig D. Vermie 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Director, Senior Vice President, Secretary and General Counsel
Arthur C. Schneider 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Director, Chief Tax Officer, and Senior Vice President
Eric J. Martin 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Vice President and Corporate Controller
Brenda K. Clancy 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Director and President
M. Craig Fowler 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Vice President and Treasurer
Mark W. Mullin 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Director and Chief Executive Officer
Kenneth Kilbane 4333 Edgewood Road, N.E. Cedar Rapids, IA 52499	Director and Chairman of the Board

**Item 26. Persons Controlled by or under Common Control with the Depositor or Registrant**

<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
Academy Alliance Holdings Inc.	Canada	100% Creditor Resources, Inc.	Holding company
Academy Alliance Insurance Inc.	Canada	100% Creditor Resources, Inc.	Insurance
ADB Corporation, L.L.C.	Delaware	100% AUSA Holding Company	Special purpose limited Liability company
AEGON Alliances, Inc.	Virginia	100% Benefit Plans, Inc.	Insurance company marketing support
AEGON Asset Management Services, Inc.	Delaware	100% AUSA Holding Co.	Registered investment advisor
AEGON Assignment Corporation	Illinois	100% AEGON Financial Services Group, Inc.	Administrator of structured settlements
AEGON Assignment Corporation of Kentucky	Kentucky	100% AEGON Financial Services Group, Inc.	Administrator of structured settlements
AEGON Canada Inc. ("ACI")	Canada	100% TIHI	Holding company
AEGON Capital Management, Inc.	Canada	100% AEGON Canada Inc.	Portfolio management company/ investment advisor
AEGON Dealer Services Canada, Inc.	Canada	100% National Financial Corporation	Mutual fund dealership
AEGON Derivatives N.V.	Netherlands	100% AEGON N.V.	Holding company
AEGON Direct Marketing Services, Inc.	Maryland	Monumental Life Insurance Company owns 103,324 shares; Commonwealth General Corporation owns 37,161 shares	Marketing company
AEGON Direct Marketing Services Australia Pty Ltd.	Australia	100% Transamerica Direct Marketing Asia Pacific Pty Ltd.	Marketing/operations company
AEGON Direct Marketing Services e Corretora de Seguros Ltda.	Brazil	749,000 quota shares owned by AEGON DMS Holding B.V.; 1 quota share owned by AEGON International B.V.	Brokerage company
AEGON Direct Marketing Services Europe Ltd.	United Kingdom	100% Cornerstone International Holdings, Ltd.	Marketing
AEGON Direct Marketing Services Hong Kong Limited	China	100% AEGON DMS Holding B.V.	Provide consulting services ancillary to the marketing of insurance products overseas.
AEGON Direct Marketing Services Japan K.K.	Japan	100% AEGON DMS Holding B.V.	Marketing company
AEGON Direct Marketing Services Korea Co., Ltd.	Korea	100% AEGON DMS Holding B.V.	Provide consulting services ancillary to the marketing of insurance products overseas.
AEGON Direct Marketing Services Mexico, S.A. de C.V.	Mexico	100% AEGON DMS Holding B.V.	Provide management advisory and technical consultancy services.
AEGON Direct Marketing Services Mexico Servicios, S.A. de C.V.	Mexico	100% AEGON DMS Holding B.V.	Provide marketing, trading, telemarketing and advertising services in favor of any third party, particularly in favor of insurance and reinsurance companies.

AEGON Direct Marketing Services, Inc.	Taiwan	100% AEGON DMS Holding B.V.	Authorized business: Enterprise management consultancy, credit investigation services, to engage in business not prohibited or restricted under any law of R.O.C., except business requiring special permission of government
AEGON Direct Marketing Services (Thailand) Ltd.	Thailand	93% Transamerica International Direct Marketing Consultants, LLC; remaining 7% held by various AEGON employees	Marketing of insurance products in Thailand
AEGON DMS Holding B.V.	Netherlands	100% AEGON International N.V.	Holding company
AEGON Financial Services Group, Inc.	Minnesota	100% Transamerica Life Insurance Co.	Marketing
AEGON Fund Management, Inc.	Canada	100% AEGON Canada Inc.	Mutual fund manager
AEGON Funding Corp.	Delaware	100% AEGON USA, Inc.	Issue debt securities-net proceeds used to make loans to affiliates
AEGON Institutional Markets, Inc.	Delaware	100% Commonwealth General Corporation	Provider of investment, marketing and administrative services to insurance companies
AEGON International B.V.	Netherlands	100% AEGON N.V.	Holding company
AEGON Ireland Services Limited	Ireland	100% AEGON Ireland Holding B.V.	Provides the services of staff and vendors to AEGON Financial Assurance Ireland, Limited and AEGON Global Institutional Markets, PLC
AEGON Life Insurance Agency	Taiwan	100% AEGON Direct Marketing Services, Inc. (Taiwan)	Life insurance

As of 1/1/2008

<u>Name</u>	<u>Jurisdiction of</u>		<u>Business</u>
	<u>Incorporation</u>	<u>Percent of Voting Securities Owned</u>	
AEGON Managed Enhanced Cash, LLC	Delaware	Members: Transamerica Life Insurance Company (42.54%); Transamerica Occidental Life Insurance Company (21.38%); Monumental Life Insurance Company (20.54%); Life Investors Insurance Company of America (15.54%)	Investment vehicle for securities lending cash collateral
AEGON Management Company	Indiana	100% AEGON U.S. Holding Corporation	Holding company
AEGON Direct Marketing Services e Corretora de Seguros de Vida Ltda.	Brazil	749,000 quotes shares owned by AEGON DMS Holding B.V.; 1 quota share owned by AEGON International N.V.	Brokerage company
AEGON N.V.	Netherlands	22.238% of Vereniging AEGON Netherlands Membership Association	Holding company
AEGON Nederland N.V.	Netherlands	100% AEGON N.V.	Holding company
AEGON Nevak Holding B.V.	Netherlands	100% AEGON N.V.	Holding company
AEGON Structured Settlements, Inc.	Kentucky	100% Commonwealth General Corporation	Administers structured settlements of plaintiff's physical injury claims against property and casualty insurance companies
AEGON U.S. Corporation	Iowa	AEGON U.S. Holding Corporation owns 12,962 shares; AEGON USA, Inc. owns 3,238 shares	Holding company
AEGON U.S. Holding Corporation	Delaware	1056 shares of Common Stock owned by Transamerica Corp.; 225 shares of Series A Voting Preferred Stock owned by Transamerica Corporation	Holding company
AEGON USA Investment Management, LLC	Iowa	100% AEGON USA, Inc.	Investment advisor
AEGON USA Real Estate Services, Inc.	Delaware	100% AEGON USA Realty Advisors, Inc.	Real estate and mortgage holding company
AEGON USA Realty Advisors, Inc.	Iowa	100% AUSA Holding Co,	Administrative and investment services
AEGON USA Travel and Conference Services LLC	Iowa	100% Money Services, Inc.	Travel and conference services
AEGON USA, Inc.	Iowa	10 shares Series A Preferred Stock owned by AEGON U.S Holding Corporation; 150,000 shares of Class B Non-Voting Stock owned by AEGON U.S. Corporation; 120 shares Voting Common Stock owned by AEGON U.S Corporation	Holding company
AEGON/Transamerica Series Trust	Delaware	100% AEGON/Transamerica Fund Advisors, Inc.	Mutual fund

AFSG Securities Corporation	Pennsylvania	100% Commonwealth General Corporation	Inactive
ALH Properties Eight LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Eleven LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Fifteen LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Five LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Four LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Nine LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Seven LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Seventeen LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Sixteen LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Ten LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Twelve LLC	Delaware	100% FGH USA LLC	Real estate
ALH Properties Two LLC	Delaware	100% FGH USA LLC	Real estate
American Bond Services LLC	Iowa	100% Transamerica Life Insurance Company (sole member)	Limited liability company
Ampac, Inc.	Texas	100% Academy Insurance Group, Inc.	Managing general agent
Apple Partners of Iowa LLC	Iowa	Member: Monumental Life Insurance Company	Hold title on Trustee' s Deeds on secured property
ARC Reinsurance Corporation	Hawaii	100% Transamerica Corp,	Property & Casualty Insurance

As of 1/1/2008

<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
ARV Pacific Villas, A California Limited Partnership	California	General Partners - Transamerica Affordable Housing, Inc. (0.5%); Non-Affiliate of AEGON, Jamboree Housing Corp. (0.5%). Limited Partner: TOLIC (99%)	Property
Asia Investments Holdings, Limited	Hong Kong	99% TOLIC	Holding company
AUSA Holding Company	Maryland	100% AEGON USA, Inc.	Holding company
AUSACAN LP	Canada	General Partner - AUSA Holding Co. (1%); Limited Partner - First AUSA Life Insurance Company (99%)	Inter-company lending and general business
Bankers Financial Life Ins. Co.	Arizona	Class B Common stock is allocated 75% of total cumulative vote - AEGON USA, Inc. Class A Common stock (100% owned by non-AEGON shareholders) is allocated 25% of total cumulative vote.	Insurance
Bay Area Community Investments I, LLC	California	70% LIICA; 30% Monumental Life Insurance Company	Investments in low income housing tax credit properties
Bay State Community Investments I, LLC	Delaware	100% Monumental Life Insurance Company	Investments in low income housing tax credit properties
Bay State Community Investments II, LLC	Delaware	100% Monumental Life Insurance Company	Investments in low income housing tax credit properties
Beijing Dafu Insurance Agency Co. Ltd.	Peoples Republic of China	10% owned by WFG China Holdings, Inc.; 90% owned by private individual (non-AEGON associated), Chen Jun	Insurance Agency
Canadian Premier Holdings Ltd.	Canada	100% AEGON DMS Holding B.V.	Holding company
Canadian Premier Life Insurance Company	Canada	100% Canadian Premier Holdings Ltd.	Insurance company
Capital General Development Corporation	Delaware	2.64 shares of common stock owned by AEGON USA, Inc.; 18.79 shares of common stock owned by Commonwealth General Corporation	Holding company
CBC Insurance Revenue Securitization, LLC	Delaware	100% Clark Consulting, Inc.	Special purpose
Clark/Bardes (Bermuda) Ltd.	Bermuda	100% Clark, Inc.	Insurance agency
Clark, Inc.	Delaware	100% AUSA Holding Company	Holding company
Clark Consulting, Inc.	Delaware	100% Clark, Inc.	Financial consulting firm
Clark Investment Strategies, inc.	Delaware	100% Clark Consulting, Inc.	Registered investment advisor
Clark Securities, Inc.	California	100% Clark Consulting, Inc.	Broker-Dealer
COLI Insurance Agency, Inc.	California	100% Clark Consulting, Inc.	Inactive
Commonwealth General Corporation (“CGC”)	Delaware	AEGON U.S. Corporation owns 100 shares; AEGON USA, Inc. owns 5 shares	Holding company

Consumer Membership Services Canada Inc.	Canada	100% Canadian Premier Holdings Ltd.	Marketing of credit card protection membership services in Canada
Cornerstone International Holdings Ltd.	UK	100% AEGON DMS Holding B.V.	Holding company
CRC Creditor Resources Canadian Dealer Network Inc.	Canada	100% Creditor Resources, Inc.	Insurance agency
CRG Fiduciary Services, Inc.	California	100% Clark Consulting, Inc.	Inactive
CRG Insurance Agency, Inc.	California	100% Clark Consulting, Inc.	Insurance agency
Creditor Resources, Inc.	Michigan	100% AUSA Holding Co.	Credit insurance
CRI Canada Inc.	Canada	100% Creditor Resources, Inc.	Holding company
CRI Credit Group Services Inc.	Canada	100% Creditor Resources, Inc.	Holding company
CRI Systems, Inc.	Maryland	100% Creditor Resources, Inc.	Technology
Diversified Actuarial Services, Inc.	Massachusetts	100% Diversified Investment Advisors, Inc.	Employee benefit and actuarial consulting
Diversified Investment Advisors, Inc.	Delaware	100% AUSA Holding Co.	Registered investment advisor
Diversified Investors Securities Corp.	Delaware	100% Diversified Investment Advisors, Inc.	Broker-Dealer
ECB Insurance Agency, Inc.	California	100% Clark Consulting, Inc.	Inactive
Edgewood IP, LLC	Iowa	100% TOLIC	Limited liability company
Executive Benefit Services, Inc.	California	100% Clark Consulting, Inc.	Inactive
FGH Eastern Region LLC	Delaware	100% FGH USA LLC	Real estate

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Name	Jurisdiction of		Business
	Incorporation	Percent of Voting Securities Owned	
FGH Realty Credit LLC	Delaware	100% FGH Eastern Region LLC	Real estate
FGH USA LLC	Delaware	100% RCC North America LLC	Real estate
FGP 90 West Street LLC	Delaware	100% FGH USA LLC	Real estate
FGP Burkewood, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP Bush Terminal, Inc.	Delaware	100% FGH Realty Credit LLC	Real estate
FGP Franklin LLC.	Delaware	100% FGH USA LLC	Real estate
FGP Herald Center, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP Heritage Square, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP Islandia, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP Merrick, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP West 32nd Street, Inc.	Delaware	100% FGH USA LLC	Real estate
FGP West Mezzanine LLC	Delaware	100% FGH USA LLC	Real estate
FGP West Street LLC	Delaware	100% FGH USA LLC	Real estate
FGP West Street Two LLC	Delaware	100% FGH USA LLC	Real estate
Fifth FGP LLC	Delaware	100% FGH USA LLC	Real estate
Financial Planning Services, Inc.	District of Columbia	100% Commonwealth General Corporation	Special-purpose subsidiary
Financial Resources Insurance Agency of Texas	Texas	100% owned by Dan Trivers, VP & Director of Operations of Transamerica Financial Advisors, Inc., to comply with Texas insurance law	Retail sale of securities products
First FGP LLC	Delaware	100% FGH USA LLC	Real estate
Flashdance, LLC	New York	100% Transamerica Occidental Life Insurance Company	Broadway production
Fourth & Market Funding, LLC	Delaware	100% Commonwealth General Corporation	Investments
Fourth FGP LLC	Delaware	100% FGH USA LLC	Real estate
Garnet Assurance Corporation	Kentucky	100% Life Investors Insurance Company of America	Investments
Garnet Assurance Corporation II	Iowa	100% Monumental Life Insurance Company	Business investments
Garnet Community Investments, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments I, LLC	Delaware	100% Life Investors Insurance Company of America	Securities
Garnet Community Investments II, LLC	Delaware	100% Monumental Life Insurance Company	Securities
Garnet Community Investments III, LLC	Delaware	100% Transamerica Occidental Life Insurance Company	Business investments
Garnet Community Investments IV, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments V, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments VI, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments VII, LLC	Delaware	100% Monumental Life Insurance Company	Investments



Garnet Community Investments VIII, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments IX, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments X, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments XI, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet Community Investments XII, LLC	Delaware	100% Monumental Life Insurance Company	Investments
Garnet LIHTC Fund I, LLC	Delaware	Members: Garnet Community Investments I, LLC (0.01%); Goldenrod Asset Management, Inc.-a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund II, LLC	Delaware	Members: Garnet Community Investments II, LLC (0.01%); Metropolitan Life Insurance Company, a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund III, LLC	Delaware	Members: Garnet Community Investments III, LLC (0.01%); Jefferson-Pilot Life Insurance Company, a non-AEGON affiliate (99.99%)	Investments

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<u>Name</u>	<u>Jurisdiction of</u>		<u>Business</u>
	<u>Incorporation</u>	<u>Percent of Voting Securities Owned</u>	
Garnet LIHTC Fund IV, LLC	Delaware	Members: Garnet Community Investments IV, LLC (0.01%); Goldenrod Asset Management, Inc., a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund V, LLC	Delaware	Members: Garnet Community Investments V, LLC (0.01%); Lease Plan North America, Inc., a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund VI, LLC	Delaware	Members: Garnet Community Investments VI, LLC (0.01%); Pydna Corporation, a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund VII, LLC	Delaware	Members: Garnet Community Investments VII, LLC (0.01%); Washington Mutual Bank, a non-AEGON affiliate(99.99%)	Investments
Garnet LIHTC Fund VIII, LLC	Delaware	Members: Garnet Community Investments VIII, LLC (0.01%); Washington Mutual Bank, a non-AEGON affiliate(99.99%)	Investments
Garnet LIHTC Fund IX, LLC	Delaware	Members: Garnet Community Investments IX, LLC (0.01%); Bank of America, N.A., a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund X, LLC	Delaware	Members: Garnet Community Investments X, LLC (0.01%); Goldenrod Asset Management, a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund XI, LLC	Delaware	100% Garnet Community Investments XI, LLC	Investments
Garnet LIHTC Fund XII, LLC	Delaware	Garnet Community Investments XII, LLC (.01%); and the following non-AEGON affiliates: Bank of America, N.A.( 73.39%); Washington Mutual Bank (13.30%); NorLease, Inc. (13.30%)	Investments
Garnet LIHTC Fund XII-A, LLC	Delaware	Garnet Community Investments XII, LLC (.01%); Bank of America, N.A., a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund XII-B, LLC	Delaware	Garnet Community Investments XII, LLC (.01%); Washington Mutual Bank, a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund XII-C, LLC	Delaware	Garnet Community Investments XII, LLC (.01%); NorLease, Inc., a non-AEGON affiliate (99.99%)	Investments

Garnet LIHTC Fund XIII, LLC	Delaware	Members: Garnet Community Investments, LLC (0.01%); Washington Mutual Bank, a non-AEGON affiliate (68.10%); Norlease, Inc., a non-AEGON affiliate (31.89%)	Investments
Garnet LIHTC Fund XIII-A, LLC	Delaware	Members: Garnet Community Investments, LLC (0.01%); Washington Mutual Bank, a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund XIII-B, LLC	Delaware	Members: Garnet Community Investments, LLC (0.01%); Norlease, Inc., a non-AEGON affiliate (99.99%)	Investments
Garnet LIHTC Fund XIV, LLC	Delaware	100% Garnet Community Investments, LLC	Investments
Garnet LIHTC Fund XV, LLC	Delaware	100% Garnet Community Investments, LLC	Investments
Garnet LIHTC Fund XVI, LLC	Delaware	100% Garnet Community Investments, LLC	Investments
Garnet LIHTC Fund XVII, LLC	Delaware	100% Garnet Community Investments, LLC	Investments
Gemini Investments, Inc.	Delaware	100% TLIC	Investment subsidiary
Global Preferred Re Limited	Bermuda	100% GPRE Acquisition Corp.	Reinsurance

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<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
Global Premier Reinsurance Company, Ltd.	British Virgin	100% Commonwealth General Corporation	Reinsurance company
GPRE Acquisition Corp.	Delaware	100% AEGON N.V.	Acquisition company
Hott Feet Development LLC	New York	100% Transamerica Occidental Life Insurance Company	Broadway production
In the Pocket LLC	New York	100% Transamerica Occidental Life Insurance Company	Broadway production
Innergy Lending, LLC	Delaware	50% World Financial Group, Inc.; 50% ComUnity Lending, Inc.(non-AEGON entity)	Lending
InterSecurities, Inc.	Delaware	100% AUSA Holding Co.	Broker-Dealer
Investors Warranty of America, Inc.	Iowa	100% AUSA Holding Co.	Leases business equipment
Iowa Fidelity Life Insurance Co.	Arizona	Ordinary common stock is allowed 60% of total cumulative vote - AEGON USA, Inc. Participating common stock (100% owned by non-AEGON shareholders) is allowed 40% of total cumulative vote.	Insurance
JMH Operating Company, Inc.	Mississippi	100% Monumental Life Insurance Company	Real estate holdings
Legacy General Insurance Company	Canada	100% Canadian Premier Holdings Ltd.	Insurance company
Life Investors Alliance, LLC	Delaware	100% LIICA	Purchase, own, and hold the equity interest of other entities
Life Investors Financial Group, Inc.	Iowa	100% AUSA Holding Company	Special-purpose subsidiary
Life Investors Insurance Company of America	Iowa	679,802 shares Common Stock owned by AEGON USA, Inc.; 504,033 shares Series A Preferred Stock owned by AEGON USA, Inc.	Insurance
LIICA Holdings, LLC	Delaware	Sole Member: Life Investors Insurance Company of America	To form and capitalize LIICA Re I, Inc.
LIICA Re I, Inc.	Vermont	100% LIICA Holdings, LLC	Captive insurance company
LIICA Re II, Inc.	Vermont	100% Life Investors Insurance Company of America	Captive insurance company
Massachusetts Fidelity Trust Co.	Iowa	100% AUSA Holding Co.	Trust company
Merrill Lynch Life Insurance Company	Arkansas	100% AEGON USA, Inc.	Insurance company
ML Life Insurance Company of New York	New York	100% AEGON USA, Inc.	Insurance company
Money Concepts (Canada) Limited	Canada	100% National Financial Corporation	Financial services, marketing and distribution
Money Services, Inc.	Delaware	100% AUSA Holding Co.	Provides financial counseling for employees and agents of affiliated companies
Monumental General Administrators, Inc.	Maryland	100% Monumental General Insurance Group, Inc.	Provides management services to unaffiliated third party administrator
Monumental General Insurance Group, Inc.	Maryland	100% AUSA Holding Co.	Holding company

Monumental Life Insurance Company	Iowa	99.72% Capital General Development Corporation; .28% Commonwealth General Corporation	Insurance Company
nVISION Financial, Inc.	Iowa	100% AUSA Holding Company	Special-purpose subsidiary
National Association Management and Consultant Services, Inc.	Maryland	100% Monumental General Administrators, Inc.	Provides actuarial consulting services
National Financial Corporation	Canada	100% AEGON Canada, Inc.	Holding company
National Financial Insurance Agency, Inc.	Canada	100% 1488207 Ontario Limited	Insurance agency
NEF Investment Company	California	100% TOLIC	Real estate development
New Markets Community Investment Fund, LLC	Iowa	50% AEGON Institutional Markets, Inc.; 50% AEGON USA Realty Advisors, Inc.	Community development entity
Penco, Inc.	Ohio	100% AUSA Holding Company	Record keeping
Pensaprima, Inc.	Iowa	100% AEGON USA Realty Advisors, Inc.	Investments

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<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
Peoples Benefit Services, Inc.	Pennsylvania	100% Stonebridge Life Insurance Company	Special-purpose subsidiary
Pine Falls Re, Inc.	Vermont	100% Stonebridge Life Insurance Company	Captive insurance company
Premier Solutions Group, Inc.	Maryland	100% Creditor Resources, Inc.	Sales of reinsurance and credit insurance
Primus Guaranty, Ltd.	Bermuda	Partners are: Transamerica Life Insurance Company (13.1%) and non-affiliates of AEGON: XL Capital, Ltd. (34.7%); CalPERS/PCG Corporate Partners Fund, LLC (13.0%); Radian Group (11.1%). The remaining 28.1% of stock is publicly owned.	Provides protection from default risk of investment grade corporate and sovereign issues of financial obligations.
Prisma Holdings, Inc. I	Delaware	100% AUSA Holding Co.	Holding company
Prisma Holdings, Inc. II	Delaware	100% AUSA Holding Co.	Holding company
Pyramid Insurance Company, Ltd.	Hawaii	100% Transamerica Corp.	Property & Casualty Insurance
Quantitative Data Solutions, LLC	Delaware	100% TOLIC	Special purpose corporation
RCC North America LLC	Delaware	100% AEGON USA, Inc.	Real estate
Real Estate Alternatives Portfolio 1 LLC	Delaware	Members: 38.356% Transamerica Life Insurance Co.; 34.247% TOLIC; 18.356% LIICA; 6.301% Monumental Life Insurance Co.; 2.74% Transamerica Financial Life Insurance Co.	Real estate alternatives investment
Real Estate Alternatives Portfolio 2 LLC	Delaware	Members: 59.5% Transamerica Life Insurance Co.; 30.75% TOLIC; 22.25%; Transamerica Financial Life Insurance Co.; 2.25% Stonebridge Life Insurance Co.	Real estate alternatives investment
Real Estate Alternatives Portfolio 3 LLC	Delaware	Members: 30.4% Transamerica Life Insurance Company.; 23% Transamerica Occidental Life Insurance Company; 1% Stonebridge Life Insurance Company; 11% Life Investors Insurance Company of America; 19% Monumental Life Insurance Company	Real estate alternatives investment
Real Estate Alternatives Portfolio 3A, Inc.	Delaware	33.4% owned by Life Investors Insurance Company of America; 10% owned by Transamerica Occidental Life Insurance Company; 41.4% owned by Monumental Life Insurance Company; 9.4% owned by Transamerica Financial Life Insurance Company; 1% owned by	Real estate alternatives investment

		Stonebridge Life Insurance Company	
Real Estate Alternatives Portfolio 4 HR, LLC	Delaware	34% owned by Transamerica Life Insurance Company; 30% owned by Transamerica Occidental Life Insurance Company; 32% owned by Monumental Life Insurance Company; 4% owned by Transamerica Financial Life Insurance Company	Investment vehicle for alternative real estate investments that are established annually for our affiliated companies common investment
Real Estate Alternatives Portfolio 4 MR, LLC	Delaware	34% owned by Transamerica Life Insurance Company; 30% owned by Transamerica Occidental Life Insurance Company; 32% owned by Monumental Life Insurance Company; 4% owned by Transamerica Financial Life Insurance Company	Investment vehicle for alternative real estate investments that are established annually for our affiliated companies common investment
Real Estate Alternatives Portfolio 5 NR, LLC	Delaware	Manager: AEGON USA Realty Advisors, Inc.	Real estate investments
Real Estate Alternatives Portfolio 5 RE, LLC	Delaware	Manager: AEGON USA Realty Advisors, Inc.	Real estate investments
Realty Information Systems, Inc.	Iowa	100% AEGON USA Realty Advisors, Inc.	Information Systems for real estate investment management

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<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
Retirement Project Oakmont	CA	General Partners: Transamerica International Holdings, Inc. ; TOLIC; Transamerica Oakmont Retirement Associates, a CA limited partnership. Co-General Partners of Transamerica Oakmont Retirement Associates are Transamerica Oakmont Corp. and Transamerica Products I (Administrative General Partner).	Senior living apartment complex
River Ridge Insurance Company	Vermont	100% AEGON Management Company	Captive insurance company
Second FGP LLC	Delaware	100% FGH USA LLC	Real estate
Selient Inc.	Canada	100% Canadian Premier Holdings Ltd.	Application service provider providing loan origination platforms to Canadian credit unions.
Seventh FGP LLC	Delaware	100% FGH USA LLC	Real estate
Short Hills Management Company	New Jersey	100% AEGON U.S. Holding Corporation	Holding company
Southwest Equity Life Ins. Co.	Arizona	Voting common stock is allocated 75% of total cumulative vote - AEGON USA, Inc. Participating Common stock (100% owned by non-AEGON shareholders) is allocated 25% of total cumulative vote.	Insurance
Stonebridge Benefit Services, Inc.	Delaware	100% Commonwealth General Corporation	Health discount plan
Stonebridge Casualty Insurance Company	Ohio	100% AEGON USA, Inc.	Insurance company
Stonebridge Group, Inc.	Delaware	100% Commonwealth General Corporation	General purpose corporation
Stonebridge International Insurance Ltd.	UK	100% Cornerstone International Holdings Ltd.	General insurance company
Stonebridge Life Insurance Company	Vermont	100% Commonwealth General Corporation	Insurance company
Stonebridge Reinsurance Company	Vermont	100% Stonebridge Life Insurance Company	Captive insurance company
TA Air XI, Corp.	Delaware	100% TCFC Air Holdings, Inc.	Special purpose corporation
TAH-MCD IV, LLC	Iowa	100% Transamerica Affordable Housing, Inc.	Serve as the general partner for McDonald Corporate Tax Credit Fund IV Limited Partnership
TBK Insurance Agency of Ohio, Inc.	Ohio	500 shares non-voting common stock owned by Transamerica Financial Advisors, Inc.; 1 share voting common stock owned by James Krost	Variable insurance contract sales in state of Ohio



TCF Asset Management Corporation	Colorado	100% TCFC Asset Holdings, Inc.	A depository for foreclosed real and personal property
TCFC Air Holdings, Inc.	Delaware	100% Transamerica Commercial Finance Corporation, I	Holding company
TCFC Asset Holdings, Inc.	Delaware	100% Transamerica Commercial Finance Corporation, I	Holding company
TCFC Employment, Inc.	Delaware	100% Transamerica Commercial Finance Corporation, I	Used for payroll for employees at TFC
The AEGON Trust Advisory Board: Donald J. Shepard, Joseph B.M. Streppel, Alexander R. Wynaendts, and Craig D. Vermie	Delaware	AEGON International B.V.	Voting Trust
The RCC Group, Inc.	Delaware	100% FGH USA LLC	Real estate
TIHI Mexico, S. de R.L. de C.V.	Mexico	95% TIHI; 5% TOLIC	To render and receive all kind of administrative, accountant, mercantile and financial counsel and assistance to and from any other Mexican or foreign corporation, whether or not this company is a shareholder of them
Transamerica Accounts Holding Corporation	Delaware	100% TCFC Asset Holdings, Inc.	Holding company
Transamerica Affinity Services, Inc.	Maryland	100% AEGON Direct Marketing Services, Inc.	Marketing company
Transamerica Affordable Housing, Inc.	California	100% TRS	General partner LHTC Partnership
Transamerica Annuity Service Corporation	New Mexico	100% Transamerica International Holdings, Inc.	Performs services required for structured settlements
Transamerica Asset Management, Inc.	Florida	Western Reserve Life Assurance Co. of Ohio owns 77%; AUSA Holding Co. owns-23%	Fund advisor

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<u>Name</u>	<u>Jurisdiction of</u>		<u>Business</u>
	<u>Incorporation</u>	<u>Percent of Voting Securities Owned</u>	
Transamerica Aviation LLC	Delaware	100% TCFC Air Holdings, Inc.	Special purpose corporation
Transamerica Capital, Inc.	California	100% AUSA Holding Co.	Broker/Dealer
Transamerica Commercial Finance Corporation, I	Delaware	100% TFC	Holding company
Transamerica Consultora Y Servicios Limitada	Chile	95% TOLIC; 5% Transamerica International Holdings, Inc.	Special purpose limited liability corporation
Transamerica Consumer Finance Holding Company	Delaware	100% TCFC Asset Holdings, Inc.	Consumer finance holding company
Transamerica Corporation	Delaware	100% The AEGON Trust	Major interest in insurance and finance
Transamerica Corporation (Oregon)	Oregon	100% Transamerica Corp.	Holding company
Transamerica Direct Marketing Asia Pacific Pty Ltd.	Australia	100% AEGON DMS Holding B.V.	Holding company
Transamerica Direct Marketing Consultants, LLC	Maryland	51% Hugh J. McAdorey; 49% AEGON Direct Marketing Services, Inc.	Provide consulting services ancillary to the marketing of insurance products overseas.
Transamerica Direct Marketing Group-Mexico Servicios S.A. de C.V.	Mexico	100% AEGON DMS Holding B.V.	Provide marketing, trading, telemarketing and advertising services in favor of any third party, particularly in favor of insurance and reinsurance companies.
Transamerica Direct Marketing Services Korea Ltd.	Korea	99% AEGON DMS Holding B.V.:: 1% AEGON International B.V.	Marketing company
Transamerica Distribution Finance - Overseas, Inc.	Delaware	100% TCFC Asset Holdings, Inc.	Commercial Finance
Transamerica Finance Corporation (“TFC”)	Delaware	100% Transamerica Corp.	Commercial & Consumer Lending & equipment leasing
Transamerica Financial Advisors, Inc.	Delaware	100% Transamerica International Holdings, Inc.	Broker/dealer
Transamerica Financial Life Insurance Company	New York	87.40% AEGON USA, Inc.; 12.60% TOLIC	Insurance
Transamerica Financial Resources Insurance Agency of Alabama, Inc.	Alabama	100% Transamerica Financial Advisors, Inc.	Insurance agent & broker
Transamerica Fund Services, Inc.	Florida	Western Reserve Life Assurance Co. of Ohio owns 44%; AUSA Holding Company owns 56%	Mutual fund
Transamerica Funding LP	U.K.	99% Transamerica Leasing Holdings, Inc.; 1% Transamerica Commercial Finance Corporation, I	Intermodal leasing
Transamerica Holding B.V.	Netherlands	100% AEGON International N.V.	Holding company
Transamerica Home Loan	California	100% Transamerica Finance Corporation	Consumer mortgages
Transamerica IDEX Mutual Funds	Delaware	100% InterSecurities, Inc.	Mutual fund
Transamerica Income Shares, Inc.	Maryland	100% AEGON/Transamerica Fund Advisers, Inc.	Mutual fund
Transamerica Insurance Marketing Asia Pacific Pty Ltd.	Australia	100% Transamerica Direct Marketing Asia Pacific Pty Ltd.	Insurance intermediary

Transamerica International Direct Marketing Group, Inc.	Maryland	100% Monumental General Insurance Group, Inc.	Marketing arm for sale of mass marketed insurance coverage
Transamerica International Holdings, Inc.	Delaware	100% AEGON USA, Inc.	Investments
Transamerica International RE (Bermuda) Ltd.	Bermuda	100% AEGON USA, Inc.	Reinsurance
Transamerica Investment Management, LLC	Delaware	80% Transamerica Investment Services, Inc. as Original Member; 20% owned by Professional Members (employees of Transamerica Investment Services, Inc.)	Investment advisor
Transamerica Investment Services, Inc. ("TISI")	Delaware	100% Transamerica Corp.	Holding company
Transamerica Investors, Inc.	Maryland	100% Transamerica Investment Management, LLC	Advisor
Transamerica Leasing Holdings, Inc.	Delaware	100% Transamerica Finance Corporation	Holding company
Transamerica Life (Bermuda) Ltd.	Bermuda	100% Transamerica Occidental Life Insurance Company	Long-term life insurer in Bermuda – will primarily write fixed universal life and term insurance

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<u>Name</u>	<u>Jurisdiction of</u>		<u>Business</u>
	<u>Incorporation</u>	<u>Percent of Voting Securities Owned</u>	
Transamerica Life Canada	Canada	AEGON Canada Inc. owns 9,600,000 shares of common stock; AEGON International N.V. owns 3,568,941 shares of common stock and 184,000 shares of Series IV Preferred stock.	Life insurance company
Transamerica Life Insurance Company	Iowa	316,955 shares Common Stock owned by Transamerica Occidental Life Insurance Company; 87,755 shares Series B Preferred Stock owned by AEGON USA, Inc.	Insurance
Transamerica Life Solutions, LLC	Delaware	Investors Warranty of America, Inc. - sole member	Provision of marketing, training, educational, and support services to life insurance professionals relating to the secondary market for life insurance, primarily through its affiliation with LexNet, LP, a life settlements marketplace.
Transamerica Minerals Company	California	100% TRS	Owner and lessor of oil and gas properties
Transamerica Oakmont Corporation	California	100% Transamerica International Holdings, Inc.	General partner retirement properties
Transamerica Oakmont Retirement Associates	California	Co-General Partners are Transamerica Oakmont Corporation and Transamerica Products I (Administrative General Partner)	Senior living apartments
Transamerica Occidental Life Insurance Company (“TOLIC”)	Iowa	1,104,117 shares Common Stock owned by Transamerica International Holdings, Inc.; 1,103,466 shares of Preferred Stock owned by Transamerica Corporation	Life Insurance
Transamerica Occidental’ s Separate Account Fund C	California	100% TOLIC	Mutual fund
Transamerica Pacific Insurance Company, Ltd.	Hawaii	100% Transamerica Corp.	Life insurance
Transamerica Pyramid Properties LLC	Iowa	100% TOLIC	Realty limited liability company
Transamerica Re Consultoria em Seguros e Servicos Ltda	Brazil	95% TOLIC; 5% Transamerica International Holdings, Inc.	Insurance and reinsurance consulting
Transamerica Realty Investment Properties LLC	Delaware	100% TOLIC	Realty limited liability company
Transamerica Realty Services, LLC (“TRS”)	Delaware	100% AEGON USA Realty Advisors, Inc.	Real estate investments
Transamerica Retirement Management, Inc.	Minnesota	100% AEGON Financial Services Group, Inc.	Life Insurance and underwriting services
Transamerica Securities Sales Corporation	Maryland	100% Transamerica International Holdings, Inc.	Broker/Dealer
Transamerica Small Business Capital, Inc.	Delaware	100% TCFC Asset Holdings, Inc.	Holding company

Transamerica Trailer Leasing AG	Switzerland	100% Transamerica Leasing Holdings, Inc.	Leasing
Transamerica Trailer Leasing Sp. Z.O.O.	Poland	100% Transamerica Leasing Holdings, Inc.	Leasing
Transamerica Vendor Financial Services Corporation	Delaware	100% TCFC Asset Holdings, Inc.	Provides commercial leasing
Unicom Administrative Services, Inc.	Pennsylvania	100% Academy Insurance Group, Inc.	Provider of administrative services
United Financial Services, Inc.	Maryland	100% AEGON USA, Inc.	General agency
Universal Benefits Corporation	Iowa	100% AUSA Holding Co.	Third party administrator
USA Administration Services, Inc.	Kansas	100% TOLIC	Third party administrator
Valley Forge Associates, Inc.	Pennsylvania	100% Commonwealth General Corporation	Furniture & equipment lessor
Westcap Investors, LLC	Delaware	100% Transamerica Investment Management, LLC	Inactive
Westcap Investors Series Fund, LLC	Delaware	Transamerica Investment Management, LLC is the Managing Member	This Series Fund is an unregistered investments vehicle for Transamerica Investment Management, LLC (former Westcap Investors, LLC) clients are Members

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<u>Name</u>	<u>Jurisdiction of Incorporation</u>	<u>Percent of Voting Securities Owned</u>	<u>Business</u>
Western Reserve Life Assurance Co. of Ohio	Ohio	100% AEGON USA, Inc.	Insurance
Westport Strategies, LLC	Delaware	AUSA Holding Company - sole Member	Provide administrative and support services, including but not limited to plan consulting, design and administration in connection with retail insurance brokerage business as carried on by producers related to corporate-owned or trust-owned life insurance policies
WFG China Holdings, Inc.	Delaware	100% World Financial Group, Inc.	Hold interest in Insurance Agency located in Peoples Republic of China
WFG Insurance Agency of Puerto Rico, Inc.	Puerto Rico	100% World Financial Group Insurance Agency, Inc.	Insurance agency
WFG Properties Holdings, LLC	Georgia	100% World Financial Group, Inc.	Marketing
WFG Property & Casualty Insurance Agency of California, Inc.	California	100% WFG Property & Casualty Insurance Agency, Inc.	Insurance agency
WFG Property & Casualty Insurance Agency of Nevada, Inc.	Nevada	100% WFG Property & Casualty Insurance Agency, Inc.	Insurance agency
WFG Property & Casualty Insurance Agency, Inc.	Georgia	100% World Financial Group Insurance Agency, Inc.	Insurance agency
WFG Reinsurance Limited	Bermuda	100% World Financial Group, Inc.	Reinsurance
WFG Securities of Canada, Inc.	Canada	100% World Financial Group Holding Company of Canada, Inc.	Mutual fund dealer
World Financial Group Holding Company of Canada Inc.	Canada	100% TIHI	Holding company
World Financial Group Insurance Agency of Canada Inc.	Ontario	50% World Financial Group Holding Co. of Canada Inc.; 50% World Financial Group Subholding Co. of Canada Inc.	Insurance agency
World Financial Group Insurance Agency of Hawaii, Inc.	Hawaii	100% World Financial Group Insurance Agency, Inc.	Insurance agency
World Financial Group Insurance Agency of Massachusetts, Inc.	Massachusetts	100% World Financial Group Insurance Agency, Inc.	Insurance agency
World Financial Group Insurance Agency of Wyoming, Inc.	Wyoming	100% World Financial Group Insurance Agency, Inc.	Insurance agency
World Financial Group Insurance Agency, Inc.	California	100% Western Reserve Life Assurance Co. of Ohio	Insurance agency
World Financial Group Subholding Company of Canada Inc.	Canada	100% World Financial Group Holding Company of Canada, Inc.	Holding company
World Financial Group, Inc.	Delaware	100% AEGON Asset Management Services, Inc.	Marketing
World Group Securities, Inc.	Delaware	100% AEGON Asset Management Services, Inc.	Broker-dealer
Zahorik Company, Inc.	California	100% AUSA Holding Co.	Inactive
Zero Beta Fund, LLC	Delaware	Manager: AEGON USA Investment Management, LLC	Aggregating vehicle formed to hold various fund investments.

As of 1/1/2008

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**Item 27. Number of Policyowners**

As of August 29, 2008, there were 8,800 Owners of the Policies.

**Item 28. Indemnification**

The Iowa Code (Sections 490.850 et. seq.) provides for permissive indemnification in certain situations, mandatory indemnification in other situations, and prohibits indemnification in certain situations. The Code also specifies procedures for determining when indemnification payments can be made.

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the Depositor pursuant to the foregoing provisions, or otherwise, the Depositor has been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Depositor of expenses incurred or paid by a director, officer or controlling person in connection with the securities being registered), the Depositor will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.



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**Item 29. Principal Underwriters**

(a) Transamerica Capital, Inc. serves as the principal underwriter for:

Transamerica Capital, Inc. serves as the principal underwriter for the Retirement Builder Variable Annuity Account, Separate Account VA A, Separate Account VA B, Separate Account VA C, Separate Account VA D, Separate Account VA E, Separate Account VA F, Separate Account VA I, Separate Account VA J, Separate Account VA K, Separate Account VA L, Separate Account VA P, Separate Account VA Q, Separate Account VA R, Separate Account VA S, Separate Account VA W, Separate Account VA X, Separate Account VA Y; Separate Account VA Z, Separate Account VA EE, Separate Account VA-1, Separate Account VA-6, Separate Account VA-7, Separate Account VA-8, Transamerica Corporate Separate Account Sixteen, Separate Account VL A and Separate Account VUL A. These accounts are separate accounts of Transamerica Life Insurance Company.

Transamerica Capital, Inc. serves as principal underwriter for Separate Account VA BNY, Separate Account VA GNY, Separate Account VA HNY, Separate Account VA QNY, Separate Account VA WNY, Separate Account VA YNY, TFLIC Separate Account VNY, Separate Account VA-2LNY, TFLIC Separate Account C, Separate Account VA-5NLNY, Separate Account VA-6NY, TFLIC Series Annuity Account and TFLIC Series Life Account. These accounts are separate accounts of Transamerica Financial Life Insurance Company.

Transamerica Capital, Inc. serves as principal underwriter for Separate Account VA U, Separate Account VA V, Separate Account VA AA, WRL Series Life Account, WRL Series Life Account G, WRL Series Life Corporate Account, WRL Series Annuity Account and WRL Series Annuity Account B. These accounts are separate accounts of Western Reserve Life Assurance Co. of Ohio.

Transamerica Capital, Inc. also serves as principal underwriter for Separate Account VA-2L, Separate Account VA-5, and Transamerica Occidental Life Separate Account VUL-3. These accounts are separate accounts of Transamerica Occidental Life Insurance Company.

Transamerica Capital, Inc. also serves as principal underwriter for Separate Account VA BB, Separate Account VA CC, Separate Account VA WM, and Separate Account VL E. This account is a separate account of Monumental Life Insurance Company.

Transamerica Capital, Inc. also serves as principal underwriter for Merrill Lynch Life Variable Annuity Separate Account, Merrill Lynch Life Variable Annuity Separate Account A, Merrill Lynch Life Variable Annuity Separate Account B, Merrill Lynch Life Variable Annuity Separate Account C, Merrill Lynch Life Variable Annuity Separate Account D, Merrill Lynch Variable Life Separate Account, and Merrill Lynch Life Variable Life Separate Account II. These accounts are separate accounts of Merrill Lynch Life Insurance Company.

Transamerica Capital, Inc. also serves as principal underwriter for ML of New York Variable Annuity Separate Account, ML of New York Variable Annuity Separate Account A, ML of New York Variable Annuity Separate Account B, ML of New York Variable Annuity Separate Account C, ML of New York Variable Annuity Separate Account D, ML of New York Variable Life Separate Account, and ML of New York Variable Life Separate Account II. These accounts are separate accounts of ML Life Insurance Company of New York.

Transamerica Capital, Inc. also serves as principal underwriter for Transamerica Series Trust, Transamerica Funds and Transamerica Investors, Inc.

(b) Directors and Officers of Transamerica Capital, Inc.:

<u>Name</u>	<u>Principal Business Address</u>	<u>Position and Offices with Underwriter</u>
John T. Mallett	(1)	Director
Mark W. Mullin	(1)	Director
Lon J. Olejniczak	(1)	Chief Executive Officer and Director
Michael W. Brandsma	(2)	Director, President and Chief Financial Officer
David R. Paulsen	(2)	Executive Vice President
Michael G. Petko	(2)	Executive Vice President
Anne M. Spaes	(3)	Executive Vice President and Chief Marketing Officer
Courtney John	(2)	Chief Compliance Officer and Vice President
Frank A. Camp	(1)	Secretary
Amy J. Boyle	(4)	Assistant Vice President
John W. Fischer	(4)	Assistant Vice President
Clifton W. Flenniken, III	(5)	Assistant Vice President
Dennis P. Gallagher	(4)	Assistant Vice President
Linda S. Gilmer	(1)	Vice President
Karen D. Heburn	(4)	Vice President
Kyle A. Keelan	(4)	Assistant Vice President
Christy Post-Rissin	(4)	Assistant Vice President
Brenda L. Smith	(4)	Assistant Vice President
Darin D. Smith	(1)	Assistant Vice President
Arthur D. Woods	(4)	Assistant Vice President
Tamara D. Barkdoll	(2)	Assistant Secretary
Erin K. Burke	(1)	Assistant Secretary
Blake S. Bostwick	(2)	Chief Operations Officer

(1) 4333 Edgewood Road N.E., Cedar Rapids, IA 52499-0001

(2) 4600 S Syracuse St, Suite 1100, Denver, CO 80237-2719

(3) 400 West Market Street, Louisville, KY 40202

(4) 570 Carillon Parkway, St. Petersburg, FL 33716

(5) 1111 North Charles Street, Baltimore, MD 21201

(c) Compensation to Principal Underwriter:

<u>Name of Principal Underwriter</u>	<u>Net Underwriting</u>			
	<u>Discounts and Commissions<sup>(2)</sup></u>	<u>Compensation on Redemption</u>	<u>Brokerage Commissions</u>	<u>Compensation</u>
AFSG Securities Corporation <sup>(1)</sup>	\$ 3,492,635	0	0	0
Transamerica Capital, Inc.	\$ 7,126,283	0	0	0

(1) Effective May 1, 2007, Transamerica Capital, Inc. replaced AFSG Securities Corporation as principal underwriter for the policies.

(2) Fiscal Year 2007

**Item 30. Location of Accounts and Records**

The records required to be maintained by Section 31(a) of the Investment Company Act of 1940 and Rules 31a-1 to 31a-3 promulgated thereunder, are maintained by Manager Regulatory Filing Unit Transamerica, at 4 Manhattanville Road, Purchase, New York 10577, or its Service Office, Financial Markets Group-Variable Annuity Dept., 4333 Edgewood Road N.E., Cedar Rapids, Iowa 52499.

**Item 31. Management Services.**

All management Policies are discussed in Part A or Part B.

**Item 32. Undertakings**

(a) Registrant undertakes that it will file a post-effective amendment to this registration statement as frequently as necessary to ensure that the audited financial statements in the registration statement are never more than 16 months old for so long as Premiums under the Policy may be accepted.

(b) Registrant undertakes that it will include either (i) a postcard or similar written communication affixed to or included in the Prospectus that the applicant can remove to send for a Statement of Additional Information or (ii) a space in the Policy application that an applicant can check to request a Statement of Additional Information.

(c) Registrant undertakes to deliver any Statement of Additional Information and any financial statements required to be made available under this Form promptly upon written or oral request to Transamerica at the address or phone number listed in the Prospectus.

(d) Transamerica hereby represents that the fees and charges deducted under the policies, in the aggregate, are reasonable in relation to the services rendered, the expenses expected to be incurred, and the risks assumed by Transamerica.

Section 403(b) Representations

Transamerica represents that it is relying on a no-action letter dated November 28, 1988, to the American Council of Life Insurance (Ref. No. IP-6-88), regarding Sections 22(e), 27(c)(1), and 27(d) of the Investment Company Act of 1940, in connection with redeemability restrictions on Section 403(b) Policies, and that paragraphs numbered (1) through (4) of that letter will be complied with.

## SIGNATURES

As required by the Securities Act of 1933 and the Investment Company Act of 1940, the Registrant hereby certifies that this Amendment to the Registration Statement meets the requirements for effectiveness pursuant to paragraph (b) of Securities Act Rule 485 and has caused this Registration Statement to be signed on its behalf, in the City of Cedar Rapids and State of Iowa, on this 4th day of November, 2008.

SEPARATE ACCOUNT VA B

TRANSAMERICA LIFE INSURANCE COMPANY

Depositor

\_\_\_\_\_ \*

Brenda K. Clancy

President

As required by the Securities Act of 1933, this Registration Statement has been signed by the following persons in the capacities and on the dates indicated.

<u>Signatures</u>	<u>Title</u>	<u>Date</u>
_____ Craig D. Vermie	* Director, Secretary, Senior Vice President, and General Counsel	_____, 2008
_____ Arthur C. Schneider	* Director, Chief Tax Officer, and Senior Vice President	_____, 2008
_____ Eric J. Martin	* Vice President and Corporate Controller	_____, 2008
_____ Brenda K. Clancy	* Director and President	_____, 2008
_____ M. Craig Fowler	* Vice President and Treasurer	_____, 2008
_____ Mark W. Mullin	* Chief Executive Officer and Director	_____, 2008
_____ Kenneth Kilbane	* Chairman of the Board and Director	_____, 2008
<u>/s/ Darin D. Smith</u> *By: Darin D. Smith	Vice President, Assistant Secretary, and General Counsel	<u>November 4, 2008</u>

\*By: Darin D. Smith - Attorney-in-Fact pursuant to powers of attorney filed previously and herewith.

**SECURITIES AND EXCHANGE COMMISSION**

**WASHINGTON, D.C. 20549**

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**EXHIBITS  
TO  
FORM N-4  
REGISTRATION STATEMENT  
UNDER  
THE SECURITIES ACT OF 1933  
FOR  
SEPARATE ACCOUNT VA B**

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description of Exhibit</u>	<u>Page No.*</u>
(3)(a)(5)	Amendment No. 10 to Amended and Restated Principal Underwriting Agreement.	
(8)(b)(8)	Amendment No. 38 to Participation Agreement (TST)	
8(k)(2)	Amendment to Participation Agreement (Alliance Bernstein)	
8(o)(1)	Amendment No. 3 to Participation Agreement (Franklin Templeton)	

\* Page numbers included only in manually executed original.

**EXHIBIT (3)(a)(5)**

**Amendment No. 10 to Amended and Restated Principal Underwriting Agreement**

**AMENDMENT NO. 10 TO  
AMENDED AND RESTATED  
PRINCIPAL UNDERWRITING AGREEMENT**

Amendment dated October 1, 2008, to the Amended and Restated Principal Underwriting Agreement, dated as of May 1, 2002, by and between Transamerica Capital, Inc. ("TCI") and Transamerica Life Insurance Company ("Transamerica") (the "Agreement").

WHEREAS, effective October 1, 2008, Exhibit A of the Agreement is hereby deleted in its entirety and replaced with the attached Exhibit A.

NOW, THEREFORE, in consideration of the above premises and of the mutual promises contained herein and the mutual benefits to be derived herefrom, TCI and Transamerica (the "parties"), intending to be legally bound, hereby agree as follows:

1. Agreement Remains Effective. Unless expressly modified by this Amendment, all terms and conditions contained in the Agreement shall remain in effect accordance with the terms of the Agreement.
2. Entire Agreement and Modification. This Amendment and the Agreement contain the entire understanding and agreement between the parties hereto and supersede all prior or contemporaneous agreements relative to the subject matter of the Agreement. This Amendment and the Agreement may not be amended, modified, supplemented or changed, in any respect whatsoever, except by a written agreement duly executed by the parties.

IN WITNESS WHEREOF, the parties, by their duly authorized officers, have executed this Amendment on the dates indicated.

TRANSAMERICA CAPITAL, INC.

TRANSAMERICA LIFE  
INSURANCE COMPANY

By:

/s/ Robert R. Frederick  
Robert R. Frederick

By: /s/ Darin D. Smith  
Darin D. Smith

Title: President and Chief Operations Officer

Title: Vice President



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**EXHIBIT A**  
**Separate Accounts**

- |   |  |
|---|--|
| 1. Separate Account VA A                            | 19. TA PPVUL 1                                   |
| 2. Separate Account VA B                            | 20. Separate Account VA Q                        |
| 3. Separate Account VA C                            | 21. Separate Account VA R                        |
| 4. Separate Account VA D                            | 22. Separate Account VA S                        |
| 5. Separate Account VA E                            | 23. Separate Account VA W                        |
| 6. Separate Account VA F                            | 24. Separate Account VA X                        |
| 7. Separate Account VA I                            | 25. Separate Account VA-1                        |
| 8. Separate Account VA J                            | 26. Separate Account VA-6                        |
| 9. Separate Account VA K                            | 27. Separate Account VA-7                        |
| 10. Separate Account VA L                           | 28. Separate Account VA-8                        |
| 11. Separate Account VA P                           | 29. Separate Account VA Y                        |
| 12. Retirement Builder Variable Annuity Account     | 30. Separate Account VA Z                        |
| 13. Separate Account VL A                           | 31. Separate Account VA EE                       |
| 14. Separate Account VUL A                          | 32. Separate Account VA-2L                       |
| 15. Transamerica Corporate Separate Account Sixteen | 33. Separate Account VA-5                        |
| 16. PFL Corporate Account One                       | 34. Separate Account VUL-3                       |
| 17. PFL Corporate Separate Account Four             | 35. Transamerica Occidental Separate Account Two |
| 18. PFL Corporate Account Three                     | 36. Variable Life Account A                      |

EXHIBIT 8(b)(8)

AMENDMENT NO. 38 TO PARTICIPATION AGREEMENT (TST)

**AMENDMENT NO. 38 TO  
PARTICIPATION AGREEMENT AMONG  
TRANSAMERICA SERIES TRUST,  
TRANSAMERICA LIFE INSURANCE COMPANY,  
TRANSAMERICA FINANCIAL LIFE INSURANCE COMPANY, AND  
MONUMENTAL LIFE INSURANCE COMPANY**

The Participation Agreement, dated July 1, 1992, as amended (“Agreement”) among Transamerica Series Trust (the “Fund”), Transamerica Life Insurance Company (“Transamerica”), Transamerica Financial Life Insurance Company (“TFLIC”), and Monumental Life Insurance Company (“Monumental”) is hereby amended as follows:

Schedule A of the Agreement is deleted in its entirety and replaced with the following Amended Schedule A:

**AMENDED SCHEDULE A**

Effective November 1, 2008

Account(s), Policy(ies) and Portfolio(s)  
Subject to the Participation Agreement

**Accounts:**

Separate Account VA B  
Separate Account VA BNY  
Mutual Fund Account  
Separate Account VA A  
Separate Account VA C  
Separate Account VA CC  
Separate Account VA D  
Separate Account VA EE  
Retirement Builder Variable Annuity Account  
TFLIC Separate Account C  
Separate Account VUL-A  
TFLIC Series Life Account  
TFLIC Series Annuity Account  
Separate Account VA E  
Separate Account VA F  
Separate Account VUL-1 of Transamerica Life insurance Company  
Separate Account VUL-2 of Transamerica Life insurance Company  
Separate Account VUL-3 of Transamerica Life insurance Company  
Separate Account VUL-4 of Transamerica Life insurance Company  
Separate Account VUL-5 of Transamerica Life insurance Company  
Separate Account VUL-6 of Transamerica Life insurance Company  
Separate Account VA-8  
Separate Account VA J  
TA PPVUL 1  
Separate Account VA K  
Separate Account VA-2LNY  
Separate Account VA-2L  
Separate Account VL A  
AES Private Placement VA Separate Account  
Separate Account VA L  
Separate Account VA P  
PFL Corporate Account One  
Separate Account VA R



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**Accounts:**

Separate Account VA Q  
Separate Account VA GNY  
Separate Account VA HNY  
Separate Account QNY  
Separate Account VA W  
Separate Account VA WNY  
Separate Account VA YNY  
Separate Account VA WM  
TFLIC Separate Account VNY  
Separate Account VA X  
Separate Account VA Y  
Separate Account VA Z  
Separate Account VA-6  
Separate Account VA-6NY  
Separate Account VA-7  
Separate Account VL  
Transamerica Occidental Separate Account Two  
Transamerica Corporate Separate Account Sixteen

**Policies:**

Transamerica Landmark Variable Annuity  
Transamerica Landmark NY Variable Annuity  
The Atlas Portfolio Builder Variable Annuity  
Transamerica EXTRA Variable Annuity  
Transamerica Access Variable Annuity  
Retirement Income Builder II Variable Annuity  
Advisor' s Edge® Variable Annuity  
Advisors' s Edge Select® Variable Annuity  
Advisor' s Edge® Variable Annuity (NY)  
Legacy Builder Plus  
TFLIC Financial Freedom Builder  
Transamerica Elite  
Privilege Select Variable Annuity  
Estate Enhancer Variable Life  
TransSurvivor Life Variable Universal Life  
TransMark Optimum Choice Variable Annuity  
TransUltra® Variable Universal Life  
TFLIC Freedom Elite Builder  
TFLIC Freedom Premier<sup>SM</sup>  
Immediate Income Builder II  
Premier Asset Builder Variable Annuity  
TransAccumulator<sup>SM</sup> VUL  
TFLIC Freedom Wealth Protector  
Advantage V  
Retirement Income Builder Variable Annuity  
Retirement Income Builder - BAI Variable Annuity  
Dreyfus/Transamerica Triple Advantage® Variable Annuity (NY)  
Dreyfus/Transamerica Triple Advantage® Variable Annuity  
Transamerica Variable Life  
Advisor' s Edge Select Private Placement  
Transamerica Preferred Advantage Variable Annuity  
Portfolio Select<sup>SM</sup> Variable Annuity

Flexible Premium Variable Annuity - A  
Flexible Premium Variable Annuity - B  
Flexible Premium Variable Annuity - C  
Flexible Premium Variable Annuity - D  
Flexible Premium Variable Annuity - E

**Policies:**

Flexible Premium Variable Annuity - G  
TFLIC Freedom Elite Builder II  
Flexible Premium Variable Annuity - H  
Advisor' s Edge® NY Variable Annuity  
Flexible Premium Variable Annuity - I  
Flexible Premium Variable Annuity - J  
Flexible Premium Variable Annuity - K  
Flexible Premium Variable Annuity - L  
Flexible Premium Variable Annuity - N  
Flexible Premium Variable Annuity - O  
Flexible Premium Variable Annuity - P  
Flexible Premium Variable Annuity - GM  
Transamerica Freedom Variable Annuity  
TransSurvivor<sup>SM</sup> Life VUL  
TransAccumulator® VUL  
TransUltra® VUL  
Transamerica Classic® Variable Annuity  
Transamerica Catalyst® Variable Annuity  
Transamerica Classic® Variable Annuity (NY)  
Transamerica Bounty® Variable Annuity  
Inheritance Builder Plus  
TransEquity Flexible Premium Variable Life Insurance  
TransEquity II Flexible Premium Variable Life Insurance  
Advantage V  
Advantaage VI  
Advantage SE  
Advantage X  
TransSurvivor  
TransUltra  
TransAccumulator VUL

**Portfolios:**

**Transamerica Series Trust - each Portfolio has an Initial Class and a Service Class of Shares except as noted**

**Transamerica American Century Large Company Value VP**  
**Transamerica Asset Allocation - Conservative VP**  
**Transamerica Asset Allocation - Growth VP**  
**Transamerica Asset Allocation - Moderate VP**  
**Transamerica Asset Allocation - Moderate Growth VP**  
**Transamerica Balanced VP**  
**Transamerica BlackRock Large Cap Value VP**  
**Transamerica Capital Guardian Global VP**  
**Transamerica Capital Guardian U.S. Equity VP**  
**Transamerica Capital Guardian Value VP**  
**Transamerica Clarion Global Real Estate Securities VP**  
**Transamerica Convertible Securities VP**  
**Transamerica Efficient Markets VP**  
**Transamerica Equity VP**  
**Transamerica Equity II VP (Service Class Shares currently not being offered)**

**Transamerica Federated Market Opportunity VP**  
**Transamerica Growth Opportunities VP**  
**Transamerica Index 50 VP**  
**Transamerica Index 75 VP**  
**Transamerica International Moderate Growth VP**



**Portfolios:**

**Transamerica JPMorgan Core Bond VP**  
**Transamerica JPMorgan Enhanced Index VP**  
**Transamerica JPMorgan Mid Cap Value VP**  
**Transamerica Jennison Growth VP**  
**Transamerica Legg Mason Partners All Cap VP**  
**Transamerica MFS High Yield VP**  
**Transamerica MFS International Equity VP**  
**Transamerica Marsico Growth VP**  
**Transamerica Money Market VP**  
**Transamerica Munder Net50 VP**  
**Transamerica PIMCO Total Return VP**  
**Transamerica Science & Technology VP**  
**Transamerica Small/Mid Cap Value VP**  
**Transamerica T. Rowe Price Equity Income VP**  
**Transamerica T. Rowe Price Growth Stock VP**  
**Transamerica T. Rowe Price Small Cap VP**  
**Transamerica Templeton Global VP**  
**Transamerica Third Avenue Value VP**  
**Transamerica U.S. Government Securities VP**  
**Transamerica Value Balanced VP**  
**Transamerica Van Kampen Active International Allocation VP**  
**Transamerica Van Kampen Large Cap Core VP**  
**Transamerica Van Kampen Mid-Cap Growth VP**

**IN WITNESS WHEREOF**, each of the parties has caused this Amendment to be executed in its name and on its behalf by its duly authorized representative, effective as of November 1, 2008.

TRANSAMERICA SERIES TRUST

TRANSAMERICA LIFE INSURANCE COMPANY

By its authorized officer,

By its authorized officer,

By:                   /s/ Christopher A. Staples                    
                  Christopher A. Staples  
                  Vice President

By:                   /s/ Arthur D. Woods                    
                  Arthur D. Woods

Title:

Title:

Vice President

TRANSAMERICA FINANCIAL  
LIFE INSURANCE COMPANY

MONUMENTAL LIFE INSURANCE  
COMPANY

By its authorized officer,

By its authorized officer,

By:                   /s/ Arthur D. Woods                    
                  Arthur D. Woods  
                  Vice President

By:                   /s/ Steven R. Shepard                    
                  Steven R. Shepard

Title:

Title:

Vice President

EXHIBIT 8(k)(2)

AMENDMENT TO PARTICIPATION AGREEMENT (ALLIANCEBERNSTEIN)

**AMENDMENT  
TO  
PARTICIPATION AGREEMENT**

Amendment to the Participation Agreement (the "Agreement"), dated as of May 1, 2000, between TRANSAMERICA LIFE INSURANCE COMPANY ("Insurer"); TRANSAMERICA CAPITAL, INC. (replacing AFSG SECURITIES CORPORATION by Amendment and Novation) ("Contracts Distributor") (together Insurer and Contracts Distributor, the "Company"); ALLIANCEBERNSTEIN L.P. (formerly ALLIANCE CAPITAL MANAGEMENT L.P.) ("Adviser"); and ALLIANCEBERNSTEIN INVESTMENTS, INC. (formerly, ALLIANCEBERNSTEIN INVESTMENT RESEARCH AND MANAGEMENT, INC.) ("Distributor").

**WHEREAS**, the Insurer, Contracts Distributor, Adviser, and Distributor heretofore entered into a Participation Agreement dated May 1, 2000, with regard to separate accounts established for variable life insurance and/or variable annuity contracts offered by the Company; and

**WHEREAS**, the Company, Contracts Distributor, Adviser, and Distributor desire to amend Schedule A to the Agreement in accordance with the terms of the Agreement.

**WHEREAS**, Schedule A of the Agreement is hereby deleted in its entirety and replaced with the following:

**AMENDED SCHEDULE A**

**SEPARATE ACCOUNTS, CONTRACTS AND PORTFOLIOS**

Name of Separate Account and Date Established by the Board of Directors	SEC File Numbers of the Contracts Funded	Portfolios
Separate Account VA A February 17, 1997	33 Act File No. 333-26209 40 Act File No. 811-09172 (The Atlas Portfolio Builder Variable Annuity)	AllianceBernstein Growth Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Global Technology Portfolio - Class B
Retirement Builder Variable Annuity Account March 29, 1996	33 Act File No. 333-07509 40 Act File No. 811-07689 (Portfolio Select Variable Annuity <sup>SM</sup> )	AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Global Technology Portfolio - Class B
Separate Account VA B January 19, 1990	33 Act File No. 033-33085 40 Act File No. 811-06032 (Transamerica Landmark Variable Annuity) 33 Act File No. 033-56908 40 Act File No. 811-06032 (Transamerica Freedom Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Balanced Wealth Strategy Portfolio - Class B

Name of Separate Account and Date Established by the Board of Directors	SEC File Numbers of the Contracts Funded	Portfolios
Separate Account VA C February 20, 1997	33 Act File No. 333-83957 40 Act File No. 811-09503 (Transamerica EXTRA Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Balanced Wealth Strategy Portfolio - Class B
Separate Account VA D February 20, 1997	33 Act File No. 333-94489 40 Act File No. 811-09777 (Transamerica Access Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B
Separate Account VA K July 10, 2001	33 Act File No. 333-76230 40 Act File No. 811-10617 (Retirement Income Builder - BAI Variable Annuity under the marketing name "Retirement Income Builder IV")	AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Global Technology Portfolio - Class B
Separate Account VA R November 26, 2001	33 Act File No. 333-109580 40 Act file No. 811-21441 (Flexible Premium Variable Annuity - C under the marketing name "Transamerica Principium")	AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Growth and Income Portfolio - Class B
Separate Account VA Y October 19, 2001	33 Act File No. 333-131987 40 Act File No. 811-21858 (Flexible Premium Variable Annuity - J under the marketing name "Transamerica Axiom")	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Balanced Wealth Strategy Portfolio - Class B
Separate Account VA Z February 13, 2007	33 Act File No. 333-142762 40 Act File No. 811-22063 (Flexible Premium Variable Annuity - K under the marketing name "Transamerica Ascent")	AllianceBernstein Global Technology Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Balanced Wealth Strategy Portfolio - Class B
Separate Account VA-6 June 11, 1996	33 Act File No. 333-09745 40 Act File No. 811-07753 (Transamerica Classic® Variable Annuity and Transamerica Catalyst® Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class A AllianceBernstein Large Cap Growth Portfolio - Class A

Name of Separate Account and Date Established by the Board of Directors	SEC File Numbers of the Contracts Funded	Portfolios
Separate Account VA-7 June 11, 1996	33 Act File No. 333-57697 40 Act File No. 811-08835 (Transamerica Bounty® Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class A AllianceBernstein Large Cap Growth Portfolio - Class A
Separate Account VA-8 June 11, 1996	33 Act File No. 333-128772 40 Act File No. 811-09859 (Transamerica Optimum Choice® Variable Annuity)	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B
Separate Account VA W May 15, 2000	33 Act File No. 333-116562 40 Act File No. 811-21594 (Flexible Premium Variable Annuity - G under the marketing name "Transamerica Liberty")	AllianceBernstein Growth and Income Portfolio - Class B AllianceBernstein Large Cap Growth Portfolio - Class B AllianceBernstein Balanced Wealth Strategy Portfolio - Class B
Separate Account VA X Date: May 15, 2000	33 Act File No. 333-125817 40 Act File No. 811- 21776 (Flexible Premium Variable Annuity - I under the marketing name "Transamerica Advisor Elite")	AllianceBernstein Balanced Wealth Strategy Portfolio - Class B
PFL Corporate Account One August 10, 1998	1933 Act Exempt 1940 Act Exempt (Advantage V Variable Universal Life Policy) (Advantage VI Variable Universal Life Policy)	AllianceBernstein Growth Portfolio - Classes A & B AllianceBernstein Premier Growth Portfolio - Classes A & B AllianceBernstein Growth & Income Portfolio - Classes A & B AllianceBernstein Technology Portfolio - Classes A & B
Transamerica Corporate Separate Account Sixteen June 16, 2003	1933 Act File No. 333-109579 1940 Act File No. 811-21440 (Advantage X Variable Universal Life Policy)	AllianceBernstein Growth Portfolio - Classes A & B AllianceBernstein Premier Growth Portfolio - Classes A & B AllianceBernstein Growth & Income Portfolio - Classes A & B AllianceBernstein Technology Portfolio - Classes A & B

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All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.

Effective Date: May 1, 2008

TRANSAMERICA LIFE INSURANCE  
COMPANY

ALLIANCEBERNSTEIN L.P.

By: /s/ Arthur D. Woods

By: /s/ Marc O. Mayer

Name: Arthur D. Woods

Name: Marc O. Mayer

Title: Vice President

Title: Executive Vice President

TRANSAMERICA CAPITAL, INC.

ALLIANCEBERNSTEIN INVESTMENTS, INC.

By: /s/ Brenda L. Smith

By: /s/ Daniel A. Notto

Name: Brenda L. Smith

Name: Daniel A. Notto

Title: Assistant Vice President

Title: Assistant Secretary

EXHIBIT 8(o)(1)

AMENDMENT NO. 3 TO PARTICIPATION AGREEMENT  
(FRANKLIN TEMPLETON)

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**Amendment No. 3 to**  
**Amended and Restated Participation Agreement**  
Franklin Templeton Variable Insurance Products Trust  
Franklin/Templeton Distributors, Inc.  
Transamerica Life Insurance Company  
Transamerica Capital, Inc.

Franklin Templeton Variable Insurance Products Trust (the “Trust”), Franklin/Templeton Distributors, Inc. (the “Underwriter,” and together with the Trust, “we” or “us”), Transamerica Life Insurance Company (the “Company” or “you”), and Transamerica Capital, Inc., your distributor, on your behalf and on behalf of certain Accounts, have previously entered into an Amended and Restated Participation Agreement dated as of May 1, 2007 and subsequently amended as of July 30, 2007 and January 20, 2008 (the “Agreement”). The parties now desire to amend the Agreement by this amendment (the “Amendment”).

Except as modified hereby, all other terms and conditions of the Agreement shall remain in full force and effect. Unless otherwise indicated, the terms defined in the Agreement shall have the same meaning in this Amendment.

**AMENDMENT**

For good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree to amend the Agreement as follows:

1. Schedules B and C of the Agreement are deleted and replaced in their entirety with the Schedules B and C attached hereto, respectively.
2. All other terms and provisions of the Agreement not amended herein shall remain in full force and effect.



IN WITNESS WHEREOF, each of the parties has caused its duly authorized officers to execute this Amendment effective as of November 1, 2008.

The Trust:

FRANKLIN TEMPLETON VARIABLE INSURANCE  
PRODUCTS TRUST

*Only on behalf of  
each Portfolio listed  
on Schedule C of  
the Agreement.*

By: /s/ Karen L. Skidmore

Name: Karen L. Skidmore

Title: Vice President

The Underwriter:

FRANKLIN/TEMPLETON DISTRIBUTORS, INC.

By: /s/ Thomas Regner

Name: Thomas Regner

Title: Senior Vice President

The Company:

TRANSAMERICA LIFE INSURANCE COMPANY

By: /s/ Arthur D. Woods

Name: Arthur D. Woods

Title: Vice President

The Distributor:

TRANSAMERICA CAPITAL, INC.

By: /s/ Brenda L. Smith

Name: Brenda L. Smith

Title: Assistant Vice President

**Schedule B**  
**Accounts of the Company**

<u>Name of Account</u>	<u>SEC Registration</u>
	<u>Yes/</u> <u>No</u>
PFL Corporate Account One	No
Retirement Builder Variable Annuity Account	Yes
Separate Account VA B	Yes
Separate Account VA C	Yes
Separate Account VA K	Yes
Separate Account VA L	Yes
Separate Account VA P	Yes
Separate Account VA R	Yes
Separate Account VA X	Yes
Separate Account VA Y	Yes
Separate Account VA Z	Yes
Separate Account VA-8	Yes
Transamerica Corporate Separate Account Sixteen	Yes
Separate Account VA W	Yes

Separate Account VUL-4 of Transamerica Life Insurance Company	Yes
Separate Account VUL-5 of Transamerica Life Insurance Company	Yes
Separate Account VUL-6 of Transamerica Life Insurance Company	Yes
Transamerica Occidental Separate Account Two	No

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## Schedule C

### Available Portfolios and Classes of Shares of the Trust

1. Franklin Growth and Income Securities Fund - Classes 1 and 2
2. Franklin Income Securities Fund - Classes 1 and 2
3. Franklin Rising Dividends Securities Fund - Classes 1 and 2
4. Franklin Small Cap Value Securities Fund - Classes 1 and 2
5. Franklin Small-Mid Cap Growth Securities Fund - Classes 1 and 2
6. Mutual Shares Securities Fund - Classes 1 and 2
7. Templeton Developing Markets Securities Fund - Classes 1 and 2
8. Templeton Foreign Securities Fund - Classes 1 and 2
9. Templeton Global Asset Allocation Fund - Classes 1 and 2
10. Templeton Global Income Securities Fund - Classes 1 and 2
11. Franklin Templeton VIP Founding Funds Allocation Fund - Class 4

In addition to portfolios and classes of shares listed above, any additional Portfolios and classes of shares other than Class 3 shares are included in this Schedule C listing provided that:

- (1) the General Counsel of Franklin Templeton Investments receives from a person authorized by you a written notice in the form attached (which may be in electronic format) (“Notice”) identifying this Agreement as provided in the Notice and specifying: (i) the names and classes of shares of additional Portfolios that you propose to offer as investment options of the Separate Accounts under the Contracts; and (ii) the date that you propose to begin offering Separate Account interests investing in the additional Portfolios under the Contracts; and
- (2) we do not within ten (10) Business Days following receipt of the Notice send you a writing (which may be electronic mail) objecting to your offering such Separate Accounts investing in the additional Portfolios and classes of shares under the Contracts.

Provided that we do not object as provided above, your Notice shall amend, supplement and become a part of this Schedule C and the Agreement.