Advisor's Edge® Variable Annuity Prospectus

Advisor's Edge® Variable Annuity

Prospectus May 2015

TRANSAMERICA®

Annuities issued in all states except New York by Transamerica Premier Life Insurance Company, Cedar Rapids, IA. Annuities are underwritten and distributed by Transamerica Capital, Inc. References to Transamerica may pertain to one or all of these companies.

VAE0515

THE ADVISOR'S EDGE®
VARIABLE ANNUITY

Issued Through

Separate Account VA CC

By

Transamerica Premier Life Insurance Company

Prospectus
May 1, 2015

The Advisor's Edge® Variable Annuity (the "Policy") provides a means of investing on a tax-deferred basis in a variety of portfolios of underlying mutual funds (the "Portfolios") and a fixed account which offers interest at rates that are guaranteed by Transamerica Premier Life Insurance Company. The Policy is an individual variable annuity policy and is intended for retirement savings or other long-term investment purposes. For investments in the Subaccounts, the Policy Owner ("You," "Your") bears all investment risk (including the possible loss of principal), and investment results are not guaranteed. The Policy provides a Right to Cancel period of at least 20 days (30 days or more in some instances) during which the Policy may be cancelled.

Before investing you should carefully read this prospectus and the accompanying prospectuses for the Portfolios of the underlying mutual funds. These prospectuses give you important information about the Policy and the Portfolios, including the objectives, risks, and strategies of the Portfolios; you should keep them for future reference.

A Statement of Additional Information ("SAI") for the Policy prospectus has been filed with the Securities and Exchange Commission, is incorporated by reference, and is available free of charge by calling our Administrative Office at 800-525-6205. The Table of Contents of the Statement of Additional Information is included at the end of this prospectus. Information about the variable annuity also can be reviewed and copied at the SEC's Public Reference Room in Washington, DC. You may obtain information about the operation of the Public Reference Room by calling the SEC at 1-800-SEC-0330. The SEC also maintains a web site (http://www.sec.gov) that contains the prospectus, the SAI, material incorporated by reference, and other information.

The Policy is not available in all states.

This prospectus does not constitute an offering in any jurisdiction where it would be unlawful to make an offering like this. We have not authorized anyone to give any information or make any representations about this offering other than those contained in this prospectus. You should not rely on any other information or representations.

Please note that the policies, fixed account, and the separate account investment choices:
- **are not bank deposits**
- **are not federally insured**
- **are not endorsed by any bank or government agency**
- **are not guaranteed to achieve their goal**
- **are subject to risks, including loss of premium**

Neither the Securities and Exchange Commission nor any state securities regulator has approved or disapproved these securities or passed upon the accuracy or adequacy of this prospectus. Any representation to the contrary is a criminal offense.

The subaccounts available under this policy invest in the underlying funds of the Portfolio listed below:

SUBACCOUNT	PORTFOLIO
Columbia Variable Portfolio - Small Company Growth Fund	Columbia Variable Portfolio - Small Company Growth Fund
VA Global Bond Portfolio	VA Global Bond Portfolio
VA International Small Portfolio	VA International Small Portfolio
VA International Value Portfolio	VA International Value Portfolio
VA Short-Term Fixed Portfolio	VA Short-Term Fixed Portfolio
VA U.S. Large Value Portfolio	VA U.S. Large Value Portfolio
VA U.S. Targeted Value Portfolio	VA U.S. Targeted Value Portfolio
Federated Managed Tail Risk Fund II – Primary Shares	Federated Managed Tail Risk Fund II – Primary Shares
Federated Fund for U.S. Government Securities II	Federated Fund for U.S. Government Securities II
Federated High Income Bond Fund II – Primary Shares	Federated High Income Bond Fund II – Primary Shares
Federated Managed Volatility Fund II	Federated Managed Volatility Fund II
Federated Prime Money Fund II	Federated Prime Money Fund II
Fidelity® VIP Contrafund® Portfolio	Fidelity® VIP Contrafund® Portfolio
Fidelity® VIP Mid Cap Portfolio	Fidelity® VIP Mid Cap Portfolio
Fidelity® VIP Value Strategies Portfolio	Fidelity® VIP Value Strategies Portfolio
TA Asset Allocation - Conservative	Transamerica Asset Allocation - Conservative VP
TA Asset Allocation - Growth	Transamerica Asset Allocation - Growth VP
TA Asset Allocation - Moderate	Transamerica Asset Allocation - Moderate VP
TA Asset Allocation - Moderate Growth	Transamerica Asset Allocation - Moderate Growth VP
TA Barrow Hanley Dividend Focused	Transamerica Barrow Hanley Dividend Focused VP
TA Clarion Global Real Estate Securities	Transamerica Clarion Global Real Estate Securities VP
TA JPMorgan Enhanced Index	Transamerica JPMorgan Enhanced Index VP
TA MFS International Equity	Transamerica MFS International Equity VP
TA Morgan Stanley Mid-Cap Growth	Transamerica Morgan Stanley Mid-Cap Growth VP
TA Multi-Managed Balanced	Transamerica Multi-Managed Balanced VP
TA PIMCO Total Return	Transamerica PIMCO Total Return VP
TA Systematic Small/Mid Cap Value	Transamerica Systematic Small/Mid Cap Value VP
TA T. Rowe Price Small Cap	Transamerica T. Rowe Price Small Cap VP
TA TS&W International Equity	Transamerica TS&W International Equity VP
TA Vanguard ETF – Balanced	Transamerica Vanguard ETF Portfolio – Balanced VP
TA Vanguard ETF – Growth	Transamerica Vanguard ETF Portfolio – Growth VP
TA WMC US Growth	Transamerica WMC US Growth VP
Equity Index Portfolio	Equity Index Portfolio
International Portfolio	International Portfolio
Mid-Cap Index Portfolio	Mid-Cap Index Portfolio
REIT Index Portfolio	REIT Index Portfolio
Short-Term Investment-Grade Portfolio	Short-Term Investment-Grade Portfolio
Total Bond Market Index Portfolio	Total Bond Market Index Portfolio
Wanger International	Wanger International
Wanger USA	Wanger USA
WFAVT Small Cap Value Fund	WFAVT Small Cap Value Fund

For more information on the underlying funds, please refer to the prospectus for the underlying fund.

Contents

GLOSSARY OF TERMS

Accumulation Unit – An accounting unit of measure used in calculating the policy value in the separate account before the annuity commencement date.

Adjusted Policy Value – The policy value increased or decreased by any excess interest adjustments.

Administrative Office – Transamerica Premier Life Insurance Company, Attn: Customer Care Group, 4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499, 800-525-6205.

Annuitant – The person during whose life, annuity payments involving life contingencies will continue.

Annuity Commencement Date – The date upon which annuity payments are to commence.

Annuity Payment Option – A method of receiving a stream of annuity payments selected by the owner.

Beneficiary – The person who has the right to the death benefit set forth in the policy.

Business Day – A day when the New York Stock Exchange is open for business.

Cash Value – The policy value increased or decreased by an excess interest adjustment, less the annual service charge, and less any applicable premium taxes and any rider fees. This value is applied upon surrender.

Code – The Internal Revenue Code of 1986, as amended.

Excess Interest Adjustment – A positive or negative adjustment to amounts withdrawn upon partial withdrawals, full surrenders or transfers from the Guaranteed Period Options, or to amounts applied to annuity payment options. The adjustment reflects changes in the interest rates declared by Transamerica Premier Life Insurance Company since the date any payment was received by, or an amount was transferred to, a Guaranteed Period Option. The excess interest adjustment can either decrease or increase the amount to be received by the owner upon full surrender or commencement of annuity payments, depending upon whether there has been an increase or decrease in interest rates, respectively.

Fixed Account – One or more investment choices under the policy that are part of Transamerica Premier Life Insurance Company's general assets and are not in the separate account.

Good Order – An instruction that Transamerica Premier Life Insurance Company receives that is sufficiently complete and clear – along with all necessary forms, information and supporting legal documentation, including any required spousal or joint owner's consents – so that Transamerica Premier Life Insurance Company does not need to exercise any discretion to follow such instruction. All requests for a partial or full withdrawal, a transfer, a death benefit, or other transaction or change, must be in good order.

Guaranteed Period Options ("GPO") – The various guaranteed interest rate periods of the fixed account that Transamerica Premier Life Insurance Company may offer and into which Premium Payments may be paid or amounts may be transferred.

Owner (Policy Owner, You, Your) – The individual who (or entity that) may exercise all rights and privileges under an individual policy.

Policy – The individual policy.

Policy Date – The date shown on the policy data page attached to the Policy and the date on which the Policy becomes effective.

Policy Value – On or before the annuity commencement date, the policy value is equal to the owner's:

- Premium Payments; minus
- partial withdrawals (including any applicable excess interest adjustments on such withdrawals); plus
- interest credited in the fixed account; plus or minus
- accumulated gains or losses in the separate account; minus
- service charges, premium taxes, rider fees, and transfer fees, if any.

Policy Year – A policy year begins on the policy date and on each anniversary thereof.

Premium Payment – An amount paid to Transamerica Premier Life Insurance Company by the Owner or on the Owner's behalf as consideration for the benefits provided by the Policy.

Qualified Policy – A Policy issued in connection with retirement plans that qualify for special federal income tax treatment under the Code.

Separate Account – Separate Account VA CC, a separate account established and registered as a unit investment trust under the Investment Company Act of 1940, as amended (the "1940 Act"), to which Premium Payments under the policies may be allocated.

Service Charge – An annual charge on each policy anniversary (and a charge at the time of surrender during any policy year) for policy maintenance and related administrative expenses.

Subaccount – A subdivision within the separate account, the assets of which are invested in specified portfolios of the underlying funds.

Valuation Period – The period of time from one determination of accumulation unit values and annuity unit values to the next subsequent determination of those values. Such determination shall be made on each business day.

Variable Annuity Payments – Payments made pursuant to an annuity payment option which fluctuates as to dollar amount or payment term in relation to the investment performance of the specified subaccounts within the separate account.

Written Notice or Written Request – Written notice that is signed by the owner, is in good order and received at the Administrative Office, and that gives Transamerica Premier Life Insurance Company the information it requires. For some transactions, Transamerica Premier Life Insurance Company may accept an electronic notice such as telephone instructions. Such electronic notice must meet the requirements for good order that Transamerica Premier Life Insurance Company establishes for such notices.

SUMMARY

The numbered sections in this Summary provide you with a concise discussion of the major topics covered in this prospectus. Each section of the Summary is discussed in greater detail in the main body of the prospectus at corresponding numbered headings. Please read the full prospectus carefully.

1. THE ANNUITY POLICY

The Advisor's Edge® Variable Annuity

Advisor's Edge® is a flexible-premium variable annuity offered by Transamerica Premier Life Insurance Company ("TPLIC," "We," "Us," "Our"). The Policy provides a means of investing on a tax-deferred basis in various Portfolios of the underlying funds and a fixed account offered by TPLIC.

Who Should Invest

The Policy is intended for long-term investors who want tax-deferred accumulations of funds, generally for retirement but also for other long-term purposes.

The Policy provides benefits in two distinct phases: accumulation and income.

The Accumulation Phase

During the Accumulation Phase, you choose to allocate your investment in the Policy among the various Portfolios and the fixed account available under the Policy. You can contribute additional amounts to the Policy and you can take withdrawals from the Policy during the Accumulation Phase. The value of your investment depends on the investment performance of the Portfolios of the underlying funds that you choose, and the interest rate we credit to the fixed account. (That interest rate will not be less than the guaranteed minimum effective annual interest rate shown on your Policy.) Your earnings are generally not taxed during this phase unless you withdraw them.

The Income Phase

During the Income Phase, you can receive regular annuity payments on a fixed or variable basis and for various periods of time depending on your need for income and the choices available under the Policy. See **ANNUITY PAYMENTS** for more information about Annuity Payment Options.

2. PURCHASE

You can buy the Policy with a minimum investment of $10,000 for Non-Qualified Policies and $1,000 for Qualified Policies. You must obtain prior company approval to purchase a policy with an amount less than the stated minimum. You can add $500 or more to Non-Qualified Policies and $25 or more to Qualified Policies at any time during the Accumulation Phase. We reserve the right to require prior approval of any cumulative Premium Payments over $1,000,000 (if riders are attached) and $2,000,000 (if riders are not attached) (this includes subsequent Premium Payments) for policies with the same owner or same annuitant for issue ages 0 – 80. For issue ages over 80, we reserve the right to require prior approval of any cumulative Premium Payments over $500,000 (if riders are attached) and $1,000,000 (if riders are not attached) (this includes subsequent Premium Payments) for policies with the same owner or same annuitant.

3. INVESTMENT CHOICES

When you purchase the Policy, your Premium Payments are deposited into the Separate Account VA CC (the "Separate Account") or the fixed account, according to your allocation instructions. The Separate Account contains a number of Subaccounts that invest exclusively in shares of corresponding Portfolios of the underlying mutual funds (the "Subaccounts"). The investment performance of each Subaccount is linked directly to the investment performance of one of the Portfolios. Assets in the Separate Account belong to TPLIC, but are accounted for separately from the Company's other assets and can be used only to satisfy its obligations to the Policy Owners.

You can allocate your Premium Payments to one of several underlying fund portfolios listed under Investment Choices in this prospectus and described in the underlying fund prospectuses. Depending upon their investment performance, you can make or lose money in any of the subaccounts.

You can also allocate your premium payments to the fixed account.

We currently allow you to transfer money between any of the investment choices during the accumulation phase.

We reserve the right to charge a $10 fee for each transfer in excess of 12 transfers per Policy Year and to impose restrictions and limitations on transfers.

4. PERFORMANCE

The investment performance of the Subaccounts you choose directly affects the value of your **Policy**. For investments in the Subaccounts, you bear all investment risk (including the possible loss of principal), and investment results are not guaranteed. From time to time, TPLIC may advertise the investment performance of the Subaccounts. In doing so, it will use standardized methods prescribed by the Securities and Exchange Commission ("SEC"), as well as certain non-standardized methods.

Past performance does not indicate or predict future performance.

5. EXPENSES

Note: The following section on expenses and the Policy Fee Table and Example apply only to Policies issued after the date of this prospectus. See "Appendix B" and "Appendix C" for information about prior versions of the Policy.

No sales load is deducted from Premium Payments.

No surrender charge applies to withdrawals. Full surrenders, partial withdrawals, and transfers from a Guaranteed Period Option of the fixed account may be subject to an Excess Interest Adjustment, however, which may increase or decrease the amount you receive. This adjustment may also apply to amounts applied to an Annuity Payment Option from a Guaranteed Period Option of the fixed account.

TPLIC will deduct daily mortality and expense risk fees and administrative charges at an annual rate of either 0.75%, 0.60% or 0.55% from the assets in each Subaccount (depending on the death benefit you select).

On each Policy Anniversary and at the time of surrender during any Policy Year before the Annuity Commencement Date, we reserve the right to assess a service charge of up to $30 for policy administration expenses. In no event will the Service Charge exceed 2% of the Policy Value on the Policy Anniversary or at the time of surrender. The Service Charge will not be deducted on a Policy Anniversary or at the time of surrender if, at either of these times, (1) the sum of all Premium Payments less the sum of all withdrawals taken is at least $50,000 or (2) the Policy Value equals or exceeds $50,000.

If you elect the Initial Payment Guarantee when you annuitize, then there is an additional fee (during the income phase) currently equal to an annual rate of 1.25% of the daily net asset value in the Subaccounts. The fee may be higher or lower at the time you annuitize or elect the Initial Payment Guarantee.

If you select the Life with Emergency Cash® annuity payment option, then a surrender charge applies for the first four years after the Annuity Commencement Date. We can change the surrender charge, and you will be subject to whatever surrender schedule is in effect at the time that you annuitize under this option.

Upon full surrender, payment of a death benefit, or when annuity payments begin, we will deduct state premium taxes, if applicable. State premium taxes currently range from 0% to 3.5%, depending on the state.

The value of net assets of the Subaccounts will reflect the management fee and other expenses incurred by the Portfolios.

6. ACCESS TO YOUR MONEY

You can take money out of your Policy at any time during the Accumulation Phase. Each withdrawal you make must be at least $500. If you have Policy Value in the fixed account, you may take all cumulative earnings of the fixed account under the Policy free of Excess Interest Adjustments. Amounts withdrawn from the fixed account in excess of cumulative earnings of the fixed account will be subject to Excess Interest Adjustments. You may have to pay income tax and a tax penalty on any money you take out. Withdrawals may be restricted under Qualified Policies.

Full and partial withdrawals are not generally permitted during the income phase unless you elect the Life with Emergency Cash® annuity payment option.

7. ANNUITY PAYMENTS

During the Income Phase, you receive regular annuity payments under a wide range of Annuity Payment Options. The Policy allows you to receive an income guaranteed for as long as you live or until the second of two people dies. You may also choose to receive a guaranteed number of payments over a number of years. Most Annuity Payment Options are available on either a variable basis (where the amount of each payment rises or falls depending on the investment performance of the Portfolios of the underlying funds you have chosen) or a fixed basis (where the amount of each payment will remain level). If you select a variable payment option, the dollar amount of your payments may go up or down. However, the Initial Payment Guarantee is available (for an extra fee) under the Policy, and it guarantees a minimum amount for each annuity payment.

8. DEATH BENEFIT

If the annuitant dies before the Income Phase begins, then a death benefit will become payable. If the owner is not the annuitant, no death benefit is paid if the owner dies; however required distribution rules require that the policy value be distributed upon the death of any owner.

Naming different persons as owner and annuitant can affect to whom amounts will be paid. Use care when naming owners, annuitants and beneficiaries, and consult your advisor if you have questions.

When you purchase a policy, you may choose an optional Guaranteed Minimum Death Benefit for an additional fee:

- Return of Premium
- Annual Step-Up to age 81—available if the owner or annuitant has not reached age 76 on the Policy Date.

Charges are lower if you do not choose an optional Guaranteed Minimum Death Benefit. After the Policy is issued, the death benefit option cannot be changed.

The death benefit is paid first to a surviving owner, if any; it is paid to the beneficiary only if there is no surviving owner.

9. TAXES

Earnings, if any, are generally not taxed until taken out. If you take money out of a nonqualified policy during the Accumulation Phase, earnings come out first for federal tax purposes, and are taxed as ordinary income. For nonqualified and certain qualified policies, payments during the Income Phase may be considered partly a return of your original investment so that part of each payment may not be taxable as income. For qualified policies, payments during the Income Phase are, in many cases, considered as all taxable income. If you are younger than 59½ when you take money out, you may incur a 10% federal penalty tax on the taxable earnings.

10. ADDITIONAL FEATURES

This Policy has additional features that might interest you. These features are not available in all states and may not be suitable for your particular situation. These include the following:

- You can arrange to have money automatically sent to you monthly, quarterly, semi-annually or annually while your Policy is in the Accumulation Phase. This feature is referred to as the "systematic payout option." Amounts you receive may be included in your gross income, and in certain circumstances, may be subject to penalty taxes.
- You can elect an optional rider at the time of annuitization that guarantees your variable annuity payments will never be less than a percentage of the initial variable annuity payment. This feature is called the "Initial Payment Guarantee". There is an extra charge for this rider.
- Under certain medically related circumstances, we will allow you to surrender or partially withdraw your Policy Value without an Excess Interest Adjustment. This feature is called the "Nursing Care and Terminal Condition Withdrawal Option."
- Under certain unemployment circumstances, you may withdraw all or a portion of the Policy Value free of Excess Interest Adjustments. This feature is called the "Unemployment Waiver."
- You may make transfers and/or change the allocation of additional Premium Payments by telephone, or any other means acceptable to the TPLIC. We may restrict or eliminate this feature.
- We will, upon your request, automatically transfer amounts among the subaccounts on a regular basis to maintain a desired allocation of the Policy Value among the various subaccounts. This feature is called "Asset Rebalancing."
- You can arrange to have a certain amount of money (at least $500) automatically transferred from the fixed account or the Federated Prime Money Fund II subaccount either monthly or quarterly, into your choice of Subaccounts. This feature is called "Dollar Cost Averaging."

11. OTHER INFORMATION

Right to Cancel Period

You may return your Policy for a refund, but only if you return it in good order and within a prescribed period, which is usually 20 to 30 days after you receive the Policy, or whatever longer period may be required by state law. The amount of the refund will generally be Premiums paid, plus or minus accumulated gains or losses in the Separate Account. However, if state law requires, then we will refund your original Premium Payment(s). A returned Policy will be deemed void.

State Variations

Policies issued in your state may provide different features and benefits from, and impose different costs than, those described in this prospectus because of state law variations. These differences include, among other things, free look rights, issue age limitations, and the general availability of riders. Please note that this prospectus describes the material rights and obligations of a Policy Owner, and the maximum fees and charges for all policy features and benefits are set forth in the fee table of this prospectus. See your Policy for specific variations because any such state variation will be included in your Policy. See your advisor or contact us for specific information that may be applicable to your state.

Transamerica Premier Life Insurance Company

Transamerica Premier Life Insurance Company is a life insurance company incorporated under Iowa law. It is principally engaged in offering life insurance and annuity policies.

Separate Account VA CC

The Separate Account is a unit investment trust registered with the SEC and operating under Iowa law. The Separate Account has various Subaccounts dedicated to the Policy, each of which invests solely in a corresponding Portfolio of the underlying funds.

Condensed Financial Information

Please note that Appendix B contains a history of accumulation unit values in a table labeled "Condensed Financial Information."

12. INQUIRIES AND POLICY AND POLICYHOLDER INFORMATION

If you need more information or want to make a transaction, please contact us at:

Transamerica Premier Life Insurance Company
Administrative Office
Attention: Customer Care Group
4333 Edgewood Road NE
Cedar Rapids, IA 52499-0001
(800) 525-6205

You may check your policy at www.transamerica.com. Follow the logon procedures. We cannot guarantee that you will be able to access this site.

You should protect your logon information, because on-line (or telephone) options may be available and could be made by anyone who knows your logon information. We may not be able to verify that the person providing instructions using your logon information is you or someone authorized by you.

FEE TABLE[1]

The following table describes the fees and expenses that you will pay when buying, owning and surrendering the Policy. The first table describes the fees and expenses that you will pay at the time you buy the Policy, surrender the Policy, or transfer Cash Value between investment choices. State premium taxes may also be deducted, and 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 Imposed on Premiums	None
Contingent Deferred Sales Load (surrender charge)[2]	None
Transfer Fees[3]	\$0 - \$10
Special Service Fee[4]	\$0 - \$25

[1] 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."

[2] If you select the Life With Emergency Cash® annuity payment option, you will be subject to a surrender charge after the Annuity Commencement Date. See Section 5, "Expenses."

[3] TPLIC does not currently charge a fee for transfers among the Subaccounts, although it reserves the right to charge a $10 fee for each Transfer in excess of 12 per Policy Year.

[4] We may deduct a charge for special services, including overnight delivery, duplicate policies; non-sufficient checks on new business; duplicate 1099 and 5498 tax forms; duplicate disclosure documents and semi-annual reports; check copies; printing and mailing previously submitted forms; and asset verification requests from mortgage companies. In addition, we may consider as special services customer initiated changes, modifications and transactions which are submitted in such a manner as to require the Company to incur additional processing costs.

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, not including Portfolio fees and expenses.

Annual Policy Service Charge per Policy		\$0-30
Separate Account Annual Expenses (as a percentage of assets in the Separate Account)[1]		
Base Separate Account Expenses:		
Mortality and Expense Risk Fee[2]		0.40%
Administrative Charge		0.15%
Total Base Separate Account Annual Expenses		0.55%
Optional Separate Account Annual Expenses:		
Return of Premium Death Benefit[3]		0.05%
Annual Step-Up to age 81 Death Benefit[4]		0.20%
Total Separate Account Annual Expenses with Highest Optional Separate Account Expense[5]		0.75%
Optional Rider Fees – No Longer Available for New Sales		
Architect Guaranteed Lifetime Withdrawal Benefit	Single Life Option	Joint Life Option
50% Maximum Equity Percentage	0.30%	0.45%
60% Maximum Equity Percentage	0.45%	0.65%
70% Maximum Equity Percentage	0.65%	1.00%
Guaranteed Minimum Income Benefit[6]		0.45%
Additional Death Benefit[7]		0.25%
Additional Death Benefit – Extra[8]		0.60%
Additional Death Distribution – II[9]		0.55%

[1] If you elect the Initial Payment Guarantee at the time of annuitization, you will pay an additional fee—currently equal to an annual rate of 1.25% of the daily net asset value in the Subaccounts—that is reflected in the amount of the annuity payments that you receive. See Section 10, "Additional Features."

[2] The mortality and expense fee shown (0.40%) is for the Policy Value Death Benefit.

[3] The fee for the Return of Premium Death Benefit (0.05%) is in addition to the base mortality and expense risk and administrative fees.

[4] The fee for the Annual Step-Up to Age 81 Death Benefit (0.20%) is in addition to the base mortality and expense risk and administrative fees.

[5] This reflects the base separate account expenses plus the fee for the Annual Step-Up to Age 81 Death Benefit, but does not include any annual optional rider fees.

[6] The annual rider fee is o.45% of the minimum income base and is deducted on the rider anniversary only during the accumulation phase. If you annuitize under the rider, a guaranteed payment fee is deducted. See Appendix G.

(7) The annual rider fee is 0.25% of the Policy Value and is deducted on the rider anniversary date. The prorated fee will be charged upon termination. See Appendix H.

(8) The annual rider fee is 0.60% of the Policy Value and is deducted on the rider anniversary date. The prorated fee will be charged upon termination. See Appendix I.

(9) The annual rider fee is 0.55% of the Policy Value and is deducted on the rider anniversary date. The prorated fee will be charged upon termination. See Section Appendix J.

The next item shows the lowest and highest total operating expenses charged by the portfolios for the year ended December 31, 2014 (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[1]	**Lowest**	**Highest**
Expenses that are deducted from portfolio assets, including management fees, distribution and/or service 12b-1 fees, and other expenses.	0.16%	1.71%

(1) The fee table information relating to the Portfolios is for the year ending December 31, 2014 (unless otherwise noted) and was provided to TPLIC by the underlying funds, their investment advisors or managers, and TPLIC 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. "Gross" expense figures do not reflect any fee waivers or expense reimbursements. Actual expenses may have been lower than those shown in the Table.

EXAMPLE[1]

The following examples are 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 following example illustrates the highest fees and expenses of any of the Portfolios for the year ended December 31, 2014, and the highest combination of Separate Account expenses that you would incur on a $10,000 Premium Payment over various periods, assuming (1) a 5% annual rate of return; and (2) the Architect Guaranteed Lifetime Withdrawal Benefit and the Additional Death Benefit – Extra (which is no longer available for new sales) have been selected. As noted in the Fee Table, the Policy imposes no surrender or withdrawal charges of any kind. Your expenses are identical whether you continue the Policy or withdraw the entire value of your Policy at the end of the applicable period as a lump sum or under one of the Policy's Annuity Payment Options. The expenses reflect different mortality and expense risk fees depending on which death benefit you select:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Annual Step-Up to Age 81 Death Benefit Option (0.75%)	$409	$1,239	$2,084	$4,267
Return of Premium Death Benefit Option (0.60%)	$394	$1,196	$2,014	$4,140
Policy Value Death Benefit Option (0.55%)	$389	$1,181	$1,991	$4,097

The following example illustrates the highest fees and expenses of any of the Portfolios for the year ended December 31, 2014, and the highest combination of Separate Account expenses that you would incur on a $10,000 Premium Payment over various periods, and assuming (1) a 5% annual rate of return; and (2) no optional riders have been selected. As noted in the Fee Table, the Policy imposes no surrender or withdrawal charges of any kind. Your expenses are identical whether you continue the Policy or withdraw the entire value of your Policy at the end of the applicable period as a lump sum or under one of the Policy's Annuity Payment Options. The expenses reflect different mortality and expense risk fees depending on which death benefit you select:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Annual Step-Up to Age 81 Death Benefit Option (0.75%)	$249	$768	$1,312	$2,800
Return of Premium Death Benefit Option (0.60%)	$234	$722	$1,237	$2,649
Policy Value Death Benefit Option (0.55%)	$229	$707	$1,212	$2,599

(1) Different fees and expenses not reflected in the example may be assessed during the income phase of the Policy.

You should not consider this example to be a representation of past or future expenses or performance. Actual expenses may be higher than those shown, subject to the guarantees in the Policy. In addition, your rate of return may be more or less than the 5% assumed in the example. This example does not reflect any premium taxes.

For information concerning compensation paid for sale of the Policies, see "Distribution of the Policies."

1. THE ANNUITY POLICY

The Advisor's Edge® variable annuity is a flexible-premium variable annuity offered by TPLIC. The **Policy** provides a means of investing on a tax-deferred basis in various Portfolios of the underlying mutual funds (the "Portfolios") and a fixed account. The fixed account offers interest rates that TPLIC guarantees will not decrease during the selected guaranteed period. There may be a different interest rate for each different guaranteed period that you select. The **Guaranteed Period Options** are the various interest rate periods for the fixed account which TPLIC may offer and into which Premium Payments may be paid or amounts transferred.

Who Should Invest

The Policy is intended for long-term investors who want tax-deferred accumulation of funds, generally for retirement, but also for other long-term investment purposes. The tax-deferred feature of the Policy is most attractive to investors in high federal and state marginal tax brackets who have exhausted other avenues of tax deferral, such as pre-tax contributions to employer-sponsored retirement or savings plans. There is no additional tax deferral benefit when the Policy is purchased to fund a qualified plan.

Do not purchase this Policy if you plan to use it, or any of its riders, for resale, speculation, arbitrage, viatication, or any other type of collective investment scheme. Your Policy is not intended or designed to be traded on any stock exchange or secondary market. By purchasing this Policy, you represent and warrant that you are not using the Policy, or any of its riders for resale, speculation, arbitrage, viatication, or any other type of collective investment scheme.

About the Policy

The Advisor's Edge® variable annuity is a contract between you, the Policy Owner, and TPLIC, the issuer of the Policy. (For Policies issued before the date of this prospectus – Owners of Policy Number NA103 should also refer to Appendix B; and owners of Policy Number AV515 101 130 600 should refer to Appendix C, for further information about specific policy features.)

The Policy provides benefits in two distinct phases: accumulation and income.

Accumulation Phase

The **Accumulation Phase** starts when you purchase your Policy and ends immediately before the Annuity Commencement Date, when the Income Phase starts. During the Accumulation Phase, you choose to allocate your investment in the Policy among the various available Portfolios and the fixed account. The Policy is a *variable* annuity because the value of your investment in the Subaccounts can go up or down depending on the investment performance of the Subaccounts you choose. You could lose the amount that you allocate to the Subaccounts. The Policy is a *flexible-premium* annuity because after you purchase it, you can make additional investments of at least $500 until the Income Phase begins; you are not required to make any additional investments. During this phase, you are generally not taxed on earnings from amounts invested unless you make withdrawals.

Other benefits available during the Accumulation Phase include the ability to:

- Make transfers among your investment choices without current tax consequences. (See **Transfers Among the Subaccounts and the Fixed Account**)
- Withdraw all or part of your money with no surrender penalty charged by TPLIC, although you may incur income taxes and a 10% penalty tax and Excess Interest Adjustment. (See **ACCESS TO YOUR MONEY - Full and Partial Withdrawals**.)

Income Phase

During the **Income Phase,** you receive regular annuity payments. The amount of these payments is based in part on the amount of money accumulated under your Policy and the Annuity Payment Option you select. The Annuity Payment Options are explained at **ANNUITY PAYMENTS**.

At your election, payments can be either variable or fixed. If variable, the payments rise or fall depending on the investment performance of the Subaccounts you choose. However, if you annuitize under the Initial Payment Guarantee, then you will receive stabilized annuity payments that will never be less than a percentage of your initial annuity payment. There is an extra charge for this rider. If fixed, the payment amounts are level.

Annuity payments are available in a wide variety of options, including payments over a specified period or for life (for either a single life or joint lives), with or without a guaranteed number of payments.

The Separate Account

When you purchase a Policy, money you have allocated to the Subaccounts is deposited into TPLIC's Separate Account VA CC. The Separate Account contains a number of Subaccounts that invest exclusively in shares of the corresponding Portfolios. The investment performance of each Subaccount is linked directly to the investment performance of one of the Portfolios. Assets in the Separate Account belong to TPLIC, but are accounted for separately from TPLIC's other assets and can be used only to satisfy its obligations to Policy Owners.

2. PURCHASE

Customer Order Form and Issuance of Policies

To invest in the Advisor's Edge® variable annuity, you should send a completed customer order form and your initial **Premium Payment** to the address indicated on the customer order form. If you wish to make a personal delivery by hand or courier to TPLIC of your completed customer order form and initial Premium Payment (rather than through the mail), do so at our Administrative Office, 4333 Edgewood Road, N.E., Cedar Rapids, Iowa 52499. TPLIC will issue a Policy only if the Annuitant and Joint Annuitant are 85 years of age or younger.

If the customer order form and any other required documents are received in good order, TPLIC will issue the Policy and will credit the initial Premium Payment within two Business Days after receipt. (A **Business Day** is any day that the New York Stock Exchange is open for regular trading.) Along with the Policy, TPLIC will also send a Variable Annuity Confirmation form, which you should complete, sign, and return in accordance with its instructions.

If TPLIC cannot credit the initial Premium Payment because the customer order form or other required documentation is incomplete, TPLIC will contact the applicant or applicant's financial intermediary, explaining the reason for the delay, and refund the initial Premium Payment within five Business Days unless the applicant consents to TPLIC holding the initial Premium Payment up to 30 days and crediting it within two business days after your information is both complete and in good order. If your information is not received in good order within 30 days of your consent to hold the initial Premium Payment, then it will be returned to you.

Qualified Policy

In addition to Non-Qualified Policies, TPLIC also offers the Advisor's Edge® as a Qualified Policy. Note that Qualified Policies contain certain other restrictive provisions limiting the timing of payments to and distributions from the Qualified Policy.

When the term "Qualified Policy" is used in this prospectus we mean a Policy that qualifies as a tax sheltered annuity or an individual retirement annuity under Section 403(b), 408(b), or 408A of the Internal Revenue Code. Pursuant to new tax regulations, starting January 1, 2009 the policy is not available for purchase under a 403(b) plan and we do not accept additional premiums or transfers to existing 403(b) policies.

Premium Payments

A **Premium Payment** is any amount you use to buy or add to the Policy. A Premium Payment may be reduced by any applicable premium tax. In that case, the resulting amount is called a net **Premium Payment**. The initial net Premium Payment is credited to the Policy within two Business Days of receipt (in good order) of the Premium Payment, customer order form and other required documents.

A Few Things to Keep in Mind Regarding Premium Payments

- The minimum initial Premium Payment for a Non-Qualified Policy is $10,000 (including anticipated premium from 1035 exchanges as indicated on your application or electronic order form).
- The minimum initial Premium Payment for a Qualified Policy is $1,000 (including anticipated premium from transfers or rollovers as indicated on your application or electronic order form).
- You must obtain prior company approval to purchase a policy with an amount less than the stated minimum.
- We do not accept cash. We reserve the right to not accept third party checks. A third party check is a check that is made payable to one person who endorses it and offers it as payment to a second person. Checks should normally be payable to Transamerica Premier Life Insurance Company, however, in some circumstances, at

our discretion we may accept third party checks that are from rollovers or transfers from other financial institutions. Any third party checks not accepted by TPLIC will be returned.

- We reserve the right to reject or accept any form of payment. Any unacceptable forms of payment will be returned.
- You may make additional Premium Payments at any time during the Accumulation Phase and while the Annuitant or Joint Annuitant, if applicable, is living. Additional Premium Payments must be at least $500 for Non-Qualified Policies. Additional Premium Payments must be at least $25 for Qualified Policies. We reserve the right to refuse any Additional Premiums in excess of these limits, and if you do not obtain prior approval for Additional Premiums in excess of the dollar amounts listed above, the business will be deemed not in good order.
- Additional Premium Payments received (in good order) before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) are credited to the Policy as of the close of business that same day.
- For issue ages 0 – 80, we reserve the right to reject cumulative Premium Payments over $1,000,000 (if riders are attached) and $2,000,000 (if riders are not attached) (this includes subsequent Premium Payments) for policies with the same owner or same annuitant issued by us or an affiliate. For issue ages over 80, we reserve the right to reject cumulative Premium Payments over $500,000 (if riders are attached) and $1,000,000 (if riders are not attached) (this includes subsequent Premium Payments) for policies with the same owner or same annuitant issued by us or an affiliate.
- Your initial net Premium Payment will be invested on the Policy Date among the Subaccounts selected in your customer order form. See **Allocation of Premium Payments,** below, for more information.

The date on which the **Policy** is issued is called the **Policy Date.** A **Policy Anniversary** is any anniversary of the Policy Date. A **Policy Year** is a period of twelve months starting with the Policy Date or any Policy Anniversary.

There may be delays in our receipt of applications that are outside of our control. Any such delays will affect when your Policy can be issued and your Premium Payment(s) allocated among your investment choices.

Purchasing by Wire

For wiring instructions, please contact our Administrative Office at 800-525-6205.

Allocation of Premium Payments

You specify on the customer order form what portion of your Premium Payments you want to be allocated among which Subaccounts and which Guaranteed Period Options. You may allocate your Premium Payments to one or more Subaccounts or to any of the Guaranteed Period Options. All allocations you make to the Subaccounts must be in whole-number percentages totaling 100%. TPLIC reserves the right to refuse any Premium Payment.

Should your investment goals change, you may change the allocation percentages for additional net Premium Payments by sending written notice to or by calling TPLIC. Requests for Transfers received in good order before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) are processed as of that day. Requests received after the close of the New York Stock Exchange are processed the next Business Day.

WHAT'S MY POLICY WORTH TODAY?

Policy Value

The **Policy Value** of your Policy is the value of all amounts accumulated under the Policy during the Accumulation Phase (similar to the current market value of a mutual fund account). When the Policy is opened, the Policy Value is equal to your initial net Premium Payment. On any Business Day thereafter, the Policy Value equals the Policy Value from the previous Business Day,

plus –

- any additional net Premium Payments credited
- any increase in the Policy Value attributable to investment results of the Subaccount(s) you selected and the interest credited to the Guaranteed Period Options

minus –

- any decrease in the Policy Value attributable to investment results of the Subaccount(s) you selected
- the daily Mortality and Expense Risk Fee
- the daily Administrative Expense Charge
- the Annual Policy Service Charge and any rider charges, if applicable

- any withdrawals (including the net effect of any applicable Excess Interest Adjustments on such withdrawals)
- any charges for Transfers made after the first twelve in a Policy Year
- any Premium Taxes that occur during the **Valuation Period**.

(The **Cash Value**, which is what you receive if you fully withdraw (i.e., surrender) your Policy, is the Policy Value plus or minus any applicable Excess Interest Adjustment, and minus certain fees and charges.)

The **Valuation Period** is any period between two successive Business Days beginning at the close of business of the first Business Day (generally 4:00 p.m. Eastern time) and ending at the close of business of the next Business Day.

You should expect the Policy Value of your Policy to change from **Valuation Period** to **Valuation Period**, reflecting the investment experience of the Subaccounts you have selected as well as the daily deduction of charges.

An **Accumulation Unit** is a measure of your ownership interest in the Policy during the Accumulation Phase. When you allocate your net Premium Payments to a selected Subaccount, TPLIC will credit a certain number of Accumulation Units to your Policy. TPLIC determines the number of Accumulation Units it credits by dividing the dollar amount you have allocated to a Subaccount by the **Accumulation Unit Value** for that Subaccount as of the end of the **Valuation Period** in which the payment is credited. Each Subaccount has its own Accumulation Unit Value (similar to the share price (net asset value) of a mutual fund). The Accumulation Unit Value varies each **Valuation Period** with the net rate of return of the Subaccount. The net rate of return reflects the performance of the Subaccount for the **Valuation Period** and is net of asset charges to the Subaccount. The Policy Value in each Subaccount equals the number of Accumulation Units in the Subaccount multiplied by the Accumulation Unit Value for that Subaccount.

All dividends and capital gains earned will be reinvested and reflected in the Accumulation Unit Value.

3. INVESTMENT CHOICES

The Advisor's Edge® variable annuity offers you a means of investing in various Portfolios offered by different investment companies (by investing in corresponding subaccounts) and a fixed account. The companies that provide investment advice and administrative services for the Portfolios offered through this Policy are listed in Appendix A: Portfolios Associated with the Subaccounts. For information about the fixed account and the Guaranteed Period Options, see **The Fixed Account**.

There is no assurance that a Portfolio will achieve its stated objective.

The general public may invest in the Portfolios only through certain insurance policies and qualified plans. The investment objectives and policies of the Portfolios may be similar to those of certain publicly available funds or portfolios. You should not expect the investment results of the Portfolios to be the same as those of publicly available funds and portfolios.

Additional information regarding the investment objectives and policies of the Portfolios and the investment advisory services, total expenses, and charges can be found in the current prospectuses for the corresponding Funds. You should read the prospectuses for the Portfolios carefully before you invest.

Note: If you received a summary prospectus for any of the Portfolios listed below, please follow the instructions on the first page of the summary prospectus to obtain a copy of the full fund prospectus.

You can obtain prospectuses for the Portfolios by calling or writing to our Administrative Office.

Selection of Underlying Portfolios

The underlying portfolios offered through this product are selected by TPLIC, and TPLIC may consider various factors, including, but not limited to, asset class coverage, the strength of the adviser's or sub-adviser's reputation and tenure, brand recognition, performance, and the capability and qualification of each investment firm. Another factor that we may consider is whether the underlying portfolio or its service providers (*e.g.*, the investment adviser or sub-advisers) or its affiliates will make payments to us or our affiliates. For additional information about these arrangements, see "Revenue

We Receive." We review the portfolios periodically and may remove a portfolio, or limit its availability to new premiums and/or transfers of cash value if we determine that a portfolio no longer satisfies one or more of the selection criteria, and/or if the portfolio has not attracted significant allocations from owners. We have included the Transamerica Series Trust ("TST") portfolios at least in part because they are managed by one of our affiliates, Transamerica Asset Management, Inc. ("TAM").

You are responsible for choosing the portfolios, and the amounts allocated to each, that are appropriate for your own individual circumstances and your investment goals, financial situation, and risk tolerance. Because you bear the investment risk, you should carefully consider decisions you make regarding your investment allocations. **Note:** Certain Portfolios have similar names. It is important that you state or write the full name of the Portfolio to which you wish to direct your allocation when you submit an allocation request. Failure to do so may result in a delay of a requested allocation amount being credited to the Subaccount.

In making your investment selections, we encourage you to thoroughly investigate all of the information regarding the portfolios that is available to you, including each fund's prospectus, statement of additional information and annual and semi/annual reports. Other sources such as the Fund's website or newspapers and financial and other magazines provide more current information, including information about any regulatory actions or investigations relating to a Fund or portfolio. After you select portfolios for your initial premium, you should monitor and periodically re-evaluate your allocations to determine if they are still appropriate.

You bear the risk of any decline in the value of your Policy resulting from the performance of the portfolios you have chosen.

We do not recommend or endorse any particular portfolio and we do not provide investment advice.

We do not guarantee that any Subaccounts will always be available for Premium Payments, allocations, or transfers.

We also reserve the right to limit the number of Subaccounts you are invested in at any one time.

Addition, Deletion or Substitution of Investments

TPLIC cannot and does not guarantee that any of the subaccounts will always be available for Premium Payments, allocations or transfers. TPLIC retains the right, subject to any applicable law, to make certain changes in the separate account and its investments. TPLIC reserves the right to eliminate the shares of any portfolio held by a subaccount and to substitute shares of another portfolio of the underlying funds, or of another registered open-end management investment company for the shares of any portfolio, if the shares of the portfolio are no longer available for investment or if, in the judgment of TPLIC, investment in any portfolio would be inappropriate in view of the purposes of the separate account. To the extent required by the 1940 Act, as amended, substitutions of shares attributable to your interest in a subaccount will not be made without prior notice to you and the prior approval of the Securities and Exchange Commission ("SEC"). Nothing contained herein shall prevent the separate account from purchasing other securities for other series or classes of variable annuities, or from affecting an exchange between series or classes of variable annuities on the basis of your requests.

New subaccounts may be established when, in the sole discretion of TPLIC, marketing, tax, investment or other conditions warrant. Any new subaccounts may be made available to existing owners on a basis to be determined by TPLIC. Each additional subaccount will purchase shares in a mutual fund portfolio or other investment vehicle. TPLIC may also eliminate one or more subaccounts if, in its sole discretion, marketing, tax, investment or other conditions warrant such change. In the event any subaccount is eliminated, TPLIC will notify you and request reallocation of the amounts invested in the eliminated subaccount.

Similarly, TPLIC may, at its discretion, close a subaccount to new investments. Any subsequent Premium Payments (including dollar cost averaging transactions) or transfers (including asset rebalance program transactions) into a closed subaccount will be re-allocated to the remaining available investment choices according to the investment allocation instructions you previously provided. If your previous investment allocation instructions do not include any available investment choices, TPLIC will require new instructions. If TPLIC does not receive new instructions, the requested transaction will be canceled and any Premium Payment will be returned. Under asset rebalance programs the value remaining in the closed subaccount will be excluded from any future rebalancing. The value of the closed subaccount will continue to fluctuate due to portfolio performance, and may exceed the original rebalance percentages you requested. As you consider your overall investment strategy within your Policy, you should also consider whether or not to re-allocate the value remaining in the closed subaccount to another investment choice. If you decide to re-allocate the value of the closed subaccount, you will need to provide us with instructions to achieve your goal. Under certain situations involving annuitizations (e.g., Policy reached maximum annuity commencement date) if an investment choice is closed to new investment, the amount that would have been allocated thereto will instead be used to purchase annuity units pro-rata in the other investment choices you have purchased annuity units in and which are open to new investment. Moreover, in certain situations involving death benefit adjustments for continued Policies, if an investment choice is closed to new investment, the amount that would have been allocated thereto will instead be allocated pro-rata to the other investment choices you have value allocated to and which are open to new investment.

In the event of any such substitution or change, TPLIC may, by appropriate endorsement, make such changes in the policy as may be necessary or appropriate to reflect such substitution or change. Furthermore, if deemed to be in the best interests of persons having voting rights under the policies, the separate account may be (i) operated as a management company under the 1940 Act or any other form permitted by law, (ii) deregistered under the 1940 Act in the event such registration is no longer required or (iii) combined with one or more other separate accounts.

To the extent permitted by applicable law, TPLIC also may (i) transfer the assets of the separate account associated with the policies to another account or accounts, (ii) restrict or eliminate any voting rights of owners or other persons who have voting rights as to the separate account, (iii) create new separate accounts, (iv) add new subaccounts to or remove existing subaccounts, or (v) add new underlying fund portfolios, or substitute a new fund for an existing fund.

The Fixed Account

Premium Payments allocated and amounts transferred to the fixed account become part of TPLIC's general account. Interests in the general account have not been registered under the Securities Act of 1933, nor is the general account registered as an investment company under the 1940 Act. Accordingly, neither the general account nor any interests therein are generally subject to the provisions of the 1933 and 1940 Acts. TPLIC has been advised that the staff of the SEC has not reviewed the disclosures in this prospectus which relate to the fixed account.

While we do not guarantee that the fixed account will always be available for new investment, we do guarantee that the interest credited to the fixed account will not be less than the guaranteed minimum effective annual interest rate shown on your Policy (the "guaranteed minimum"). We determine credited rates, which are guaranteed for at least one year, in our sole discretion. You bear the risk that we will not credit interest greater than the guaranteed minimum. At the end of the Guaranteed Period Option you selected, the value in the Guaranteed Period Option will automatically be transferred into a new Guaranteed Period Option of the same length (or the next shorter period if the same period is no longer offered) at the current interest rate for that period. You can transfer to another investment choice by giving us notice within 30 days before the end of the expiring guaranteed period.

Full and partial surrenders and transfers from a Guaranteed Period Option of the fixed account are subject to an Excess Interest Adjustment (except at the end of the guaranteed period). This adjustment will also be made to amounts that you apply to an annuity payment option. This adjustment may increase or decrease the amount of interest credited to your Policy. The Excess Interest Adjustment will not decrease the interest credited to your Policy below the guaranteed minimum, however.

We also guarantee that upon full surrender your Cash Value attributable to the fixed account will not be less than the amount required by the applicable nonforfeiture law at the time the Policy is issued. If you select the fixed account, your money will be placed with TPLIC's other general assets. The amount of money you are able to accumulate in the fixed account during the Accumulation Phase depends upon the total interest credited. The amount of annuity payments you receive during the Income Phase from the fixed portion of your Policy will remain level for the entire Income Phase.

We reserve the right to refuse any Premium Payment or transfer to the fixed account.

Transfers Among the Subaccounts and the Fixed Account

Should your investment goals change, you may make transfers of money among the Subaccounts and the Fixed Account, subject to limitations described above which we reserve the right to impose, and the following conditions:

- You may make requests for transfers in writing, by telephone or any other means acceptable to TPLIC. TPLIC will process requests it receives in good order before the close of the New York Stock Exchange (usually 4:00 p.m. Eastern time) at the close of business that same day. Requests received after the close of the New York Stock Exchange are processed the next Business Day.
- The minimum amount you may transfer from a Subaccount is $500 (unless the Policy Value in a Subaccount is less than $500).
- TPLIC does not currently charge a fee for transfers among the Subaccounts, although it reserves the right to charge a $10 fee for Transfers in excess of 12 per Policy Year.
- Transfers out of a Guaranteed Period Option of the fixed account are limited to the following:
  - Within 30 days before the end of the guaranteed period you must notify us that you wish to transfer the amount in that Guaranteed Period Option to another investment choice. No Excess Interest Adjustment will apply.
  - Transfers of amounts equal to interest credited. This may affect your overall interest-crediting rate, because transfers are deemed to come from the oldest Premium Payment first.
  - Other than at the end of a guaranteed period, transfers of amounts from the Guaranteed Period Option (in excess of interest credited), are subject to an Excess Interest Adjustment. If the adjustment is negative, then the maximum amount you can transfer is 25% of the amount in that Guaranteed Period Option, less any previous transfers during the current Policy Year. (**Note:** This restriction may prolong the period of time it takes to transfer the full amount in a Guaranteed Period Option of **The Fixed Account**. You should carefully consider whether investment in **The Fixed Account** meets your needs and investment criteria.) If the adjustment is positive, then we do not limit the amount that you can transfer.
  - Transfers of the Guaranteed Period Option amounts equal to interest credited must be at least $50.

- There are no transfers permitted out of the Dollar Cost Averaging Fixed Account Option except through the dollar cost averaging program.

Market Timing and Disruptive Trading

Statement of Policy. This variable annuity was not designed to accommodate market timing or frequent or large transfers among the subaccounts or between the subaccounts and the fixed account. (Both frequent and large transfers may be considered disruptive.)

Market timing and disruptive trading can adversely affect you, other owners, beneficiaries and underlying fund portfolios. The adverse effects may include: (1) dilution of the interests of long-term investors in a subaccount if purchases or transfers into or out of an underlying fund portfolio are made at prices that do not reflect an accurate value for the underlying fund portfolio’s investments (some market timers attempt to do this through methods known as “time-zone arbitrage” and “liquidity arbitrage”); (2) an adverse effect on portfolio management, such as (a) impeding a portfolio manager’s ability to seek or sustain an investment objective; (b) causing the underlying fund portfolio to maintain a higher level of cash than would otherwise be the case; or (c) causing an underlying fund portfolio to liquidate investments prematurely (or otherwise at an inopportune time) in order to pay withdrawals or transfers out of the underlying fund portfolio; and (3) increased brokerage and administrative expenses. These costs are borne by all owners invested in those subaccounts, not just those making the transfers.

We have developed policies and procedures with respect to market timing and disruptive trading (which vary for certain subaccounts at the request of the corresponding underlying fund portfolios) and we do not make special arrangements or grant exceptions to accommodate market timing or potentially disruptive trading. As discussed herein, we cannot detect or deter all market timing or potentially disruptive trading. Do not invest with us if you intend to conduct market timing or potentially disruptive trading or have concerns about our inability to detect or prevent any such trading.

<u>Detection</u>. We employ various means in an attempt to detect and deter market timing and disruptive trading. However, despite our monitoring we may not be able to detect nor halt all harmful trading. In addition, because other insurance companies (and retirement plans) with different policies and procedures may invest in the underlying fund portfolios, we cannot guarantee that all harmful trading will be detected or that an underlying fund portfolio will not suffer harm from market timing and disruptive trading among subaccounts of variable products issued by these other insurance companies or retirement plans.

<u>Deterrence</u>. If we determine that you or anyone acting on your behalf is engaged in market timing or disruptive trading, we may take one or more actions in an attempt to halt such trading. Your ability to make transfers is subject to modification or restriction if we determine, in our sole opinion, that your exercise of the transfer privilege may disadvantage or potentially harm the rights or interests of other owners (or others having an interest in the variable insurance products). As described below, restrictions may take various forms, but under our current policies and procedures will include loss of expedited transfer privileges. We consider transfers by telephone, fax, overnight mail, or the Internet to be "expedited" transfers. This means that we would accept only written transfer requests with an original signature transmitted to us only by U.S. mail. We may also restrict the transfer privileges of others acting on your behalf, including your registered representative or an asset allocation or investment advisory service.

We reserve the right to reject any premium payment or transfer request from any person without prior notice, if, in our judgment, (1) the premium payment or transfer, or series of premium payments or transfers, would have a negative impact on an underlying fund portfolio's operations, or (2) if an underlying fund portfolio would reject or has rejected our purchase order or has instructed us not to allow that purchase or transfer, or (3) because of a history of market timing or disruptive trading. We may impose other restrictions on transfers, or even prohibit transfers for any owner who, in our view, has abused, or appears likely to abuse, the transfer privilege on a case-by-case basis. We may, at any time and without prior notice, discontinue transfer privileges, modify our procedures, impose holding period requirements or limit the number, size, frequency, manner, or timing of transfers we permit. Because determining whether to impose any such special restrictions depends on our judgment and discretion, it is possible that some owners could engage in disruptive trading that is not permitted for others. We also reserve the right to reverse a potentially harmful transfer if an underlying fund portfolio refuses or reverses our order; in such instances some owners may be treated differently than others in that some transfers may be reversed and others allowed. For all of these purposes, we may aggregate two or more trades or variable insurance products that we believe are connected by owner or persons engaged in trading on behalf of owners.

In addition, transfers for multiple policies invested in the Transamerica Series Trust underlying fund portfolios which are submitted together may be disruptive at certain levels. At the present time, such aggregated transactions likely will not cause disruption if less than one million dollars total is being transferred with respect to any one underlying fund portfolio (a smaller amount may apply to smaller portfolios). Please note that transfers of less than one million dollars may be disruptive in some circumstances and this general amount may change quickly.

Please note: If you engage a third party investment adviser for asset allocation services, then you may be subject to these transfer restrictions because of the actions of your investment adviser in providing these services.

In addition to our internal policies and procedures, we will administer your variable annuity to comply with any applicable state, federal, and other regulatory requirements concerning transfers. We reserve the right to implement, administer, and charge you for any fee or restriction, including redemption fees, imposed by any underlying fund portfolio. To the extent permitted by law, we also reserve the right to defer the transfer privilege at any time that we are unable to purchase or redeem shares of any of the underlying fund portfolios.

Under our current policies and procedures, we do not:

- impose redemption fees on transfers; or
- expressly limit the number or size of transfers in a given period except for certain subaccounts where an underlying fund

portfolio has advised us to prohibit certain transfers that exceed a certain size; or

- provide a certain number of allowable transfers in a given period.

Redemption fees, transfer limits, and other procedures or restrictions imposed by the underlying funds or our competitors may be more or less successful than ours in deterring market timing or other disruptive trading and in preventing or limiting harm from such trading.

In the absence of a prophylactic transfer restriction (e.g., expressly limiting the number of trades within a given period or limiting trades by their size), it is likely that some level of market timing and disruptive trading will occur before it is detected and steps taken to deter it (although some level of market timing and disruptive trading can occur despite the imposition of a prophylactic transfer restriction). As noted above, we do not impose a prophylactic transfer restriction and, therefore, it is likely that some level of market timing and disruptive trading will occur before we are able to detect it and take steps in an attempt to deter it.

Please note that the limits and restrictions described herein are subject to our ability to monitor transfer activity. Our ability to detect market timing or disruptive trading may be limited by operational and technological systems, as well as by our ability to predict strategies employed by owners (or those acting on their behalf) to avoid detection. As a result, despite our efforts to prevent harmful trading activity among the variable investment options available under this variable insurance product, there is no assurance that we will be able to detect or deter market timing or disruptive trading by such owners or intermediaries acting on their behalf. Moreover, our ability to discourage and restrict market timing or disruptive trading may be limited by decisions of state regulatory bodies and court orders that we cannot predict.

Furthermore, we may revise our policies and procedures in our sole discretion at any time and without prior notice, as we deem necessary or appropriate (1) to better detect and deter harmful trading that may adversely affect other owners, other persons with material rights under the variable insurance products, or underlying fund shareholders generally, (2) to comply with state or federal regulatory requirements, or (3) to impose additional or alternative restrictions on owners engaging in market timing or disruptive trading among the investment options under the variable insurance product. In addition, we may not honor transfer requests if any variable investment option that would be affected by the transfer is unable to purchase or redeem shares of its corresponding underlying fund portfolio.

<u>Underlying Fund Portfolio Frequent Trading Policies</u>. The underlying fund portfolios may have adopted their own policies and procedures with respect to frequent purchases and redemptions of their respective shares. Underlying fund portfolios may, for example, assess a redemption fee (which we reserve the right to collect) on shares held for less than a certain period of time. The prospectuses for the underlying fund portfolios describe any such policies and procedures. The frequent trading policies and procedures of an underlying fund portfolio may be different, and more or less restrictive, than the frequent trading policies and procedures of other underlying fund portfolios and the policies and procedures we have adopted for our variable insurance products to discourage market timing and disruptive trading. Owners should be aware that we do not monitor transfer requests from owners or persons acting on behalf of owners against, nor do we apply, the frequent trading policies and procedures of the respective underlying fund portfolios that would be affected by the transfers.

Owners should be aware that we are required to provide to an underlying fund portfolio or its payee, promptly upon request, certain information about the trading activity of individual owners, and to restrict or prohibit further purchases or transfers by specific owners or persons acting on their behalf, identified by an underlying fund portfolio as violating the frequent trading policies established for the underlying fund portfolio.

<u>Omnibus Orders</u>. Owners and other persons with material rights under the variable insurance products also should be aware that the purchase and redemption orders received by the underlying fund portfolios generally are “omnibus” orders from intermediaries such as retirement plans and separate accounts funding variable insurance products. The omnibus orders reflect the aggregation and netting of multiple orders from individual retirement plan participants and individual owners of variable insurance products. The omnibus nature of these orders may limit the underlying fund portfolios’ ability to apply their respective frequent trading policies and procedures. We cannot guarantee that

the underlying fund portfolios will not be harmed by transfer activity relating to the retirement plans or other insurance companies that may invest in the underlying fund portfolios. These other insurance companies are responsible for their own policies and procedures regarding frequent transfer activity. If their policies and procedures fail to successfully discourage harmful transfer activity, it may affect other owners of underlying fund portfolio shares, as well as the owners of all of the variable annuity or life insurance policies, including ours, whose variable investment options correspond to the affected underlying fund portfolios. In addition, if an underlying fund portfolio believes that an omnibus order we submit may reflect one or more transfer requests from owners engaged in market timing or disruptive trading, the underlying fund portfolio may reject the entire omnibus order and thereby delay or prevent us from implementing your request.

4. PERFORMANCE

The Company periodically advertises performance of the various subaccounts. Performance figures might not reflect charges for options, riders, or endorsements. We may disclose at least three different kinds of performance. First, we may calculate performance by determining the percentage change in the value of an accumulation unit by dividing the increase (decrease) for that unit by the value of the accumulation unit at the beginning of the period. This performance number reflects the deduction of the mortality and expense risk fees and administrative charges. It does not reflect the deduction of any applicable premium taxes, or fees for any optional riders or endorsements. Any such deduction would reduce the percentage increase or make greater any percentage decrease.

Second, advertisements may also include total return figures, which reflect the deduction of the mortality and expense risk fees and administrative charges. These figures will also reflect the premium enhancement, if any.

Third, for certain investment portfolios, performance may be shown for the period commencing from the inception date of the investment portfolio (i.e., before commencement of subaccount operations). These figures should not be interpreted to reflect actual historical performance of the subaccounts.

Not all types of performance data presented reflect all of the fees and charges that may be deducted (such as fees for optional benefits); performance figures would be lower if these charges were included.

5. EXPENSES

There are charges and expenses associated with the Policy that reduce the return on your investment in the Policy.

Excess Interest Adjustment

Withdrawals from the fixed account may be subject to an Excess Interest Adjustment. This adjustment could retroactively reduce the interest credited in the fixed account to the guaranteed minimum or increase the amount credited. This adjustment may also be made to amounts applied to an Annuity Payment Option. See "Excess Interest Adjustment" in the Statement of Additional Information.

Transfer Fee

You are generally allowed to make 12 free transfers per policy year before the Annuity Commencement Date. If you make more than 12 transfers per policy year, we reserve the right to charge $10 for each additional transfer. Premium Payments, asset rebalancing and dollar cost averaging transfers are not considered transfers for the purpose of assessing a transfer fee. All transfer requests made at the same time are treated as a single transfer.

Special Service Fees

We will deduct a charge for special services you request.

Annual Policy Service Charge

We reserve the right to assess an Annual Policy Service Charge of up to $30 (but no more than 2% of your Policy Value at the time of deduction) for policy administrative expenses. We will not assess this charge on your Policy if (1) the sum of all Premium Payments less the sum of all withdrawals taken is at least $50,000; or (2) your Policy Value equals or exceeds $50,000.

Mortality and Expense Risk Fee

TPLIC charges a fee as compensation for bearing certain mortality and expense risks under the Policy. The annual charge is assessed daily based on the net assets of the Separate Account. The annual Mortality and Expense Risk Fee is dependent on the death benefit option you select on the customer order form. For the Policy Value Death Benefit Option, the mortality and expense risk fee is at an annual rate of 0.40%. For the Return of Premium Death Benefit Option, the mortality and expense risk fee is at an annual rate of 0.45%. For the Annual Step-Up to age 81 Death Benefit Option, the mortality and expense risk fee is at an annual rate of 0.60%.

We guarantee that the annual charge described above will not increase. If the charge is more than sufficient to cover actual costs or assumed risks, any excess will be added to TPLIC's surplus. If the charges collected under the Policy are not enough to cover actual costs or assumed risks, then TPLIC will bear the loss. We expect to profit from this charge. We may use any profit for any proper purpose, including distribution expenses.

A Closer Look At The Mortality and Expense Risk Fee

TPLIC assumes mortality risk in two ways. First, where Policy Owners elect an Annuity Payment Option under which TPLIC guarantees a number of payments over a life or joint lives, TPLIC assumes the risk of making monthly annuity payments regardless of how long all Annuitants may live. Second, TPLIC assumes mortality risk in guaranteeing a minimum Death Benefit in the event the Annuitant dies during the Accumulation Phase.

The expense risk that TPLIC assumes is that the charges collected for administrative expenses, which are based on rates that are guaranteed not to increase above rates shown for the life of the Policy, may not cover the actual costs of issuing and administering the Policy.

Administrative Expense Charge

TPLIC assesses each Policy an annual Administrative Expense Charge to cover the cost of issuing and administering each Policy and of maintaining the Separate Account. The Administrative Expense Charge is assessed daily at a rate equal to 0.15% annually of the net asset value of the Separate Account.

Premium Taxes

Some states assess premium taxes on the Premium Payments that you make. We currently do not deduct for these taxes at the time you make a Premium Payment. However, we will deduct the total amount of premium taxes, if any, from the Policy Value when:

- you begin receiving annuity payments;
- you surrender the Policy; or
- a death benefit is paid.

Initial Payment Guarantee

If you elect the Initial Payment Guarantee at the time of annuitization, then there is a fee (during the income phase) currently at an annual rate of 1.25% of the daily net asset value in the Subaccounts. The fee may be higher or lower at the time you annuitize and elect the rider.

Life with Emergency Cash® Surrender Charge

If you select the Life with Emergency Cash® annuity payment option, then you can surrender your Policy even after annuity payments have begun. However, there is a surrender charge during the first four years after the Annuity Commencement Date. The following schedule shows the current surrender charge:

Number of years Since Annuity Commencement Date	Surrender Charge (as a percentage of adjusted policy value)
0-1	4%
1-2	3%
2-3	2%
3-4	1%
4 or more	0%

We can change the surrender charge, and you will be subject to whatever surrender schedule is in effect at the time you annuitize under the Life with Emergency Cash® annuity payment option.

Note carefully the following three things about this surrender charge:

- this surrender charge is measured from the Annuity Commencement Date and <u>not</u> from the Premium Payment date;
- this charge is a percentage of the Adjusted Policy Value applied to the Life with Emergency Cash® annuity payment option, and <u>not</u> a percentage of premium; and
- under this payment option, there is <u>no</u> surrender charge free amount.

Portfolio Expenses

The value of the assets in the Separate Account will reflect the fees and expenses paid by the Portfolios. The lowest and highest Portfolio expenses for the previous calendar year are found in the "Fee Table" section of this prospectus. See the prospectuses for the underlying fund Portfolios for more information.

Revenue We Receive

This prospectus describes generally the payments that we (and/or our affiliates) may directly or indirectly receive from the Portfolios, their advisers, subadvisers, distributors or affiliates thereof, in connection with certain administrative, marketing and other support services we (and/or our affiliates) provide and expenses we incur in offering and selling our variable insurance products. These arrangements are sometimes referred to as "revenue sharing" arrangements and are described further below. While only certain of the types of payments described below may be made in connection with your particular Policy, all such payments may nonetheless influence or impact actions we (and/or our affiliates) take, and recommendations we (and our affiliates) make, regarding each of the variable insurance products that we (and our affiliates) offer, including your Policy.

We (and/or our affiliates) may receive some or all of the following types of payments:

- ***Rule 12b-1 Fees.*** We and/or our affiliate, Transamerica Capital, Inc. ("TCI") who is the principal underwriter for the policies, indirectly receive12b-1 fees from certain funds available as investment choices under our variable insurance products. Any 12b-1 fees received by TCI that are attributable to our variable insurance products are then credited to us. These fees range from 0.00% to 0.25% of the average daily assets of the certain portfolios attributable to the Policies and to certain other variable insurance products that we and our affiliates issue.
- ***Administrative, Marketing and Support Service Fees ("Support Fees").*** As noted above, an investment adviser, sub-adviser, administrator and/or distributor (or affiliates thereof) of the Portfolios may make payments to us and/or our affiliates, including TCI. These payments may be derived, in whole or in part, from the profits the investment advisor or sub-advisor realized on the advisory fee deducted from Portfolio assets. Policy Owners, through their indirect investment in the Portfolios, bear the costs of these advisory fees (see the prospectuses for the underlying funds for more information). The amount of the payments we (or our affiliates) receive is generally based on a percentage of the assets of the particular Portfolios attributable to the Policy and to certain other variable insurance products that our affiliates and we issue. These percentages differ and the amounts may be significant. Some advisers or sub-advisers (or other affiliates) pay us more than others.

The following chart provides the maximum combined percentages of 12b-1 fees and Support Fees that we anticipate will be paid to us on an annual basis:

Incoming Payments to TPLIC and/or TCI	
Fund	**Maximum Fee % of assets[(1)]**
AB Variable Products Series Fund, Inc.	0.25%
Columbia Funds Variable Insurance Trust	0.40%
DFA Investment Dimensions Group Inc.	0.00%
The Dreyfus Socially Responsible Growth Fund, Inc.	0.55%
Dreyfus Variable Investment Fund	0.55%
Federated Insurance Series	0.25%
Fidelity Variable Insurance Products Fund[(3)]	0.10%
Nationwide Variable Insurance Trust	0.25%
Transamerica Series Trust[(2)]	0.25%
Vanguard Variable Insurance Fund	0.00%
Wanger Advisors Trust	0.15%
Wells Fargo Advantage Variable Trust Funds	0.25%

(1) Maximum Fee % of Assets: Payments are based on a percentage of the average assets of each Portfolio owned by the Subaccounts available under this Policy and under certain other variable insurance products offered by our affiliates and us. We and/or TCI may continue to receive 12b-1 fees and administrative fees on funds invested in Subaccounts that are closed to new investments, depending on the terms of the agreements supporting those payments and on the services provided.

(2) Transamerica Series Trust ("TST"): Because TST is managed by our affiliate Transamerica Asset Management, Inc. ("TAM"), an affiliate of ours, there are additional benefits to us and our affiliates for amounts you allocate to the TST underlying fund Portfolios, in terms of our and our affiliates' overall profitability. These additional benefits may be significant. Payments or other benefits may be received from TAM. Such payments or benefits may be entered into for a variety of purposes, such as to allocate resources to us to provide administrative services to the policyholders who invest in subaccounts that invest in the TST underlying fund portfolios. These payments or benefits may take the form of internal credits, recognition, or cash payments.

A variety of financial and accounting methods may be used to allocate resources and profits to us. Additionally, if a TST portfolio is sub-advised by an entity that is affiliated with us, we may retain more revenue than on those TST portfolios that are sub-advised by non-affiliated entities. During 2014 we received $15,850,005.47 in benefits from TAM pursuant to these arrangements. This includes the 0.25% amount in the above chart. We anticipate receiving comparable amounts in the future.

(3) Fidelity® Variable Insurance Products Fund: We receive this percentage once $100 million in fund shares are held by the subaccounts of the Company and its affiliates.

Proceeds from certain of these payments by the Portfolios, the advisers, the sub-advisers and/or their affiliates may be used for any corporate purpose, including payment of expenses (1) that we and our affiliates incur in promoting, marketing, and administering the policy, and (2) that we incur, in our role as intermediary, in promoting, marketing, and administering the Portfolios. We and our affiliates may profit from these payments.4

For further details about the compensation payments we make in connection with the sale of the Policies, see "Distribution of the Policies" in this prospectus.

6. ACCESS TO YOUR MONEY

The value of your Policy can be accessed during the Accumulation Phase:

- by making a full or partial withdrawal; and
- by taking systematic payouts.

On or before the Annuity Commencement Date, the **Policy Value** is equal to the owner's:

- Premium Payments; minus
- partial withdrawals (including the net effect of any applicable Excess Interest Adjustments on such withdrawals); plus
- interest credited in the fixed account; plus or minus
- accumulated gains or losses in the separate account; minus
- service charges, rider fees, Premium Taxes, and transfer fees, if any.

Full and Partial Withdrawals

You may withdraw all or part of your money at any time during the Accumulation Phase of your Policy. All partial withdrawals must be for at least $500. Withdrawals may be restricted under tax sheltered annuity policies. If your policy was issued pursuant to a 403(b) plan, starting January 1, 2009 we generally are required to confirm, with your 403(b) plan sponsor or otherwise, that surrenders, loans or transfers you request comply with applicable tax requirements and to decline requests that are not in compliance. We will defer such payments you request until all information required under the tax law has been received. By requesting a surrender, loan or transfer, you consent to the sharing of confidential information about you, the policy, and transactions under the policy and any other 403(b) contracts or accounts you have under the 403(b) plan among us, your employer or plan sponsor, any plan administrator or recordkeeper, and other product providers.

On the business day that TPLIC receives your request for a full withdrawal, the amount payable is the Cash Value. You will receive:

- the value of your Policy; plus or minus
- any Excess Interest Adjustment; minus
- any applicable Premium Taxes, annual service charges and any rider fees.

To make a withdrawal, send your written request on the appropriate TPLIC form to our Administrative Office. **Please note**: All withdrawal requests must be submitted in good order to avoid a delay in processing your request.

Because you assume the investment risk for amounts allocated to the Portfolios under the Policy, and because of certain fees and charges, the total amount paid upon a full withdrawal of the Policy may be more or less than the total Premium Payments made (taking prior withdrawals into account).

Excess Interest Adjustment

Money that you withdraw from a Guaranteed Period Option of the fixed account before the end of its guaranteed period (the number of years you specified the money would remain in the Guaranteed Period Option) may be subject to an **Excess Interest Adjustment**. At the time you request a withdrawal, if interest rates set by TPLIC have risen since the date of the initial guarantee, the Excess Interest Adjustment will result in a lower Cash Value on surrender. However, if interest rates have fallen since the date of the initial guarantee, the Excess Interest Adjustment will result in a higher Cash Value on surrender or transfer.

Generally, all withdrawals from a Guaranteed Payment Option (including transfers) in excess of your cumulative interest earnings in that option are subject to an Excess Interest Adjustment. Beginning in the first Policy Year you can withdraw up to your cumulative earnings each Policy Year, in one or more withdrawals, without an Excess Interest Adjustment. This is referred to as the "free amount."

There will be no Excess Interest Adjustment on any of the following:

- lump sum withdrawals of the free amount available;
- nursing care and terminal condition withdrawals
- unemployment withdrawals;
- withdrawals to satisfy the minimum distribution requirements for Qualified Policies; and
- Systematic Payout Option payments, which do not exceed cumulative interest credited at the time of payment.

Please note that under these circumstances you will not receive a higher Cash Value if interest rates have fallen nor will you receive a lower Cash Value if interest rates have risen.

Payment of Full or Partial Withdrawal Proceeds

TPLIC will pay cash withdrawals within seven business days after receipt in good order (at our Administrative Office) of your written request for withdrawal except in one of the following situations, in which TPLIC may delay the payment beyond seven days:

- the New York Stock Exchange is closed on a day that is not a weekend or a holiday, or trading on the New York Stock Exchange is otherwise restricted
- an emergency exists as defined by the SEC, or the SEC requires that trading be restricted
- the SEC permits a delay for your protection as a Policy Owner
- the payment is derived from premiums paid by check, in which case TPLIC may delay payment until the check has cleared your bank

Transfers of amounts from the Subaccounts may also be deferred under these circumstances. In addition, if, pursuant to SEC rules, the Federated Prime Money Fund II portfolio suspends payment of redemption proceeds in connection with a liquidation of the portfolio, then we may delay payment of any transfer, partial withdrawal, surrender, loan, or death benefit from the Federated Prime Money Fund II portfolio until the portfolio is liquidated.

Federal laws designed to counter terrorism and prevent money laundering by criminals might in certain circumstances require us to reject a Premium Payment and/or "freeze" a Policy Owner's account. If these laws apply in a particular situation, we would not be allowed to pay any request for withdrawals, surrenders, or death benefits, make transfers, or continue making annuity payments absent instructions from the appropriate federal regulator. We may also be required to provide information about you and your policy to government agencies or departments.

Signature Guarantees

As a protection against fraud, we require a signature guarantee (i.e., Medallion Signature Guarantee or Notary Public Stamp as required by us) for the following transaction requests:

- Any surrenders over $250,000;
- Certain surrenders on or within 15 days of an ownership change;
- Any surrender when the Company has been directed to send proceeds to a different personal address from the address of record for that Contract owner's account. **PLEASE NOTE:** This requirement will not apply to disbursement requests made in connection with exchanges of one annuity contract for another with the same owner in a "tax free exchange";
- Any surrender when the Company does not have an originating or guaranteed signature on file.
- Any other transaction where we require.

We may change the specific requirements listed above, or add Signature Guarantees in other circumstances, in our discretion if we deem it necessary or appropriate to help protect against fraud. For current requirements, please refer to the requirements listed on the appropriate form or call us at (800) 525-6205.

You can obtain a Medallion Signature Guarantee from more than 7,000 financial institutions across the United States and Canada that participate in the Medallion Signature Guarantee program. This includes many:

- National and state banks
- Savings banks and savings and loan association;
- Securities brokers and dealers; and
- Credit Unions.

The best source of a Medallion Signature Guarantee is a bank, savings and loan association, brokerage firm, or credit union with which you do business.

Guarantor firms may, but frequently do not, charge a fee for their services.

A notary public cannot provide a Medallion Signature Guarantee. Notarization will not substitute for a Medallion Signature Guarantee when required.

Taxation of Withdrawals

For important information on the tax consequences of withdrawals, see **Taxation of Full and Partial Withdrawals**, and **Penalty Taxes on Certain Early Withdrawals**.

Tax Withholding on Withdrawals

If you do not provide TPLIC with a written request not to have federal income taxes withheld when you request a full or partial withdrawal, federal tax law requires TPLIC to withhold federal income taxes from the taxable portion of any withdrawal and send that amount to the federal government. Eligible Rollover Distributions from tax sheltered annuity policies are subject to mandatory withholding.

7. ANNUITY PAYMENTS

During the Income Phase, you receive regular annuity payments under a wide range of Annuity Payment Options.

Starting the Income Phase

As Policy Owner, you exercise control over when the Income Phase begins by specifying an Annuity Commencement Date on the customer order form when you purchase the Policy. The **Annuity Commencement Date** is the date on which annuity payments begin. You can generally change the Annuity Commencement Date at any time by giving us 30 days notice (in good order) with the new date or age, long as the Annuitant or Joint Annuitant is living. Unless required by state law, the latest annuity commencement date generally cannot be after the date specified in your policy unless a later date is agreed to by us.

Your Policy may not be "partially" annuitized, i.e., you may not apply a portion of your Policy Value to an annuity option while keeping the remainder of your Policy in force.

The Annuity Commencement Date for Qualified Policies may also be controlled by endorsements, the plan, or applicable law.

Annuity Payment Options

The Policy provides four Annuity Payment Options that are described below. You may choose any combination of Annuity Payment Options. TPLIC will use your Adjusted Policy Value to provide these annuity payments. The Adjusted Policy Value is the Policy Value increased or decreased by any applicable Excess Interest Adjustment. If the Adjusted Policy Value on the Annuity Commencement Date is less than $2,000, TPLIC reserves the right to pay it in one lump sum in lieu of applying it under an Annuity Payment Option. You can receive annuity payments monthly, quarterly, semi-annually, or annually. (TPLIC reserves the right to change the frequency if payments would be less than $50.)

If you choose to receive fixed payments, then the amount of each payment will be set on the Annuity Commencement Date and will not change. You may, however, choose to receive variable payments under Annuity Payment Options 2 and 4. The dollar amount of the first variable payment will be determined in accordance with the annuity payment rates set forth in the applicable table contained in your Policy. The dollar amount of additional variable payments will vary based on the investment performance of the Subaccount(s). The dollar amount of each variable payment after the first may increase, decrease, or remain constant. If the actual investment performance exactly matched the assumed investment return of 5% at all times, the amount of each variable annuity payment would remain equal. If actual investment performance exceeds the assumed investment return, the amount of the variable annuity payments would increase. Conversely, if actual investment performance is lower than the assumed investment return, the amount of the variable annuity payments would decrease. These changes may only occur on an annual basis, however, if you receive stabilized payments under the Initial Payment Guarantee.

A charge for Premium Taxes and an Excess Interest Adjustment may be made when annuity payments begin.

The Annuity Payment Options are explained below. Options 1 and 3 are fixed only. Options 2 and 4 can be fixed or variable.

- **Payment Option 1—Income for a Specified Period.** We will make level payments only for a fixed period you choose, which may be from 10 to 20 years. The specified period may not exceed your life expectancy. No funds will remain at the end of the period.

- **Payment Option 2—Life Income.** You may choose between:
  Fixed Payments
  - No Period Certain–We will make level payments only during the annuitant's lifetime.
  - Period Certain—We will make level payments for the longer of the annuitant's lifetime or 10 years.
  - Guaranteed Return of Policy Proceeds—We will make level payments for the longer of the annuitant's lifetime or until the total dollar amount of payments we make to you equals the amount applied to this Annuity Payment Option.

  Variable Payments
  - No Period Certain—Payments will be made only during the lifetime of the annuitant.
  - 10 Years Certain—Payments will be made for the longer of the annuitant's lifetime or ten years.

Life with Emergency Cash® (fixed or variable)

Payments will be made during the lifetime of the annuitant. With the Life with Emergency Cash® feature, you are able to surrender all or a portion of the Life with Emergency Cash® benefit. The amount you surrender must be at least $2,500. We will provide you with a Life with Emergency Cash® benefit schedule that will assist you in estimating the amount you have available to surrender. A partial surrender will reduce all future payments pro rata. A surrender charge may apply and there may be tax consequences (consult a tax advisor before requesting a full or partial surrender). The maximum surrender charge is 4% of the annuitized amount (see "Expenses" for the surrender charge schedule) You will be subject to whatever surrender charge schedule is in effect at the time you annuitize under this Annuity Payment Option. The Life with Emergency Cash® benefit will continue through age 100 of the annuitant.

The Life with Emergency Cash® benefit is also a death benefit that is paid upon the death of the annuitant and is generally equal to the surrender value without any surrender charges. For Qualified Policies the death benefit ceases on the date the annuitant reaches the IRS age limitation. The amount of the death benefit is calculated the same as the "Emergency Cash Benefit" under the rider. The Emergency Cash Benefit is determined by multiplying the current annuity payment that is supported by the "Surrender Factor" (a factor used to determine the amount that is available to surrender) that is included on the Emergency Cash Benefit Schedule in the rider, less any applicable surrender charges. The beneficiary may choose an Annuity Payment Option, or may choose to receive a lump sum.

- **Payment Option 3—Income of a Specified Amount.** Payments are made for any specified amount until the amount applied to this option, with interest, is exhausted. The duration of the payments may not exceed the annuitant's life expectancy. This will be a series of level payments followed by a smaller final payment.

- **Payment Option 4—Joint and Survivor Annuity.** You may choose between:
  Fixed Payments
  - No Period Certain. Payments are made during the joint lifetime of the annuitant and a joint annuitant of your selection. Payments will be made as long as either person is living.

  Variable Payments
  - No Period Certain. Payments are made during the joint lifetime of the annuitant and a joint annuitant of your selection. Payments will be made as long as either person is living.

Life with Emergency Cash® (fixed or variable)

Payments will be made during the joint lifetime of the annuitant and a joint annuitant of your selection. Payments will be made as long as either person is living. With the Life with Emergency Cash® feature, you are able to surrender all or a portion of the Life with Emergency Cash® benefit. The amount you surrender must be at least $2,500. We will provide you with a Life with Emergency Cash® benefit schedule that will assist you in estimating the amount you have available to surrender. A partial surrender will reduce all future payments pro rata. A surrender charge may apply and there may be tax consequences (consult a tax advisor before requesting a full or partial surrender). The maximum surrender charge is 4% of the annuitized amount (see “Expenses” for the surrender charge schedule). You will be subject to whatever surrender schedule is in effect at the time you annuitize under this Annuity Payment Option. The Life with Emergency Cash® benefit will continue through age 100 of the surviving joint annuitant.

The Life with Emergency Cash® benefit is also a death benefit that is paid upon the death of the surviving joint annuitant and is generally equal to the surrender value without any surrender charges. For Qualified Policies the death benefit ceases on the date the surviving joint annuitant reaches the IRS joint age limitation.

The amount of the death benefit is calculated the same as the “Emergency Cash Benefit” under the rider. The Emergency Cash Benefit is determined by multiplying the current annuity payment that is supported by the “Surrender Factor” (a factor used to determine the amount that is available to surrender) that is included on the Emergency Cash Benefit Schedule in the rider, less any applicable surrender charges. The beneficiary may choose an Annuity Payment Option, or may choose to receive a lump sum.

Note: Other Annuity Payment Options may be arranged by agreement with TPLIC. Some Annuity Payment Options may not be available for all policies, all ages, or in all states; or we may limit certain options to ensure they comply with applicable tax law provisions.

If your Policy is a Qualified Policy, then payment options 1 and 3 may not satisfy minimum required distribution rules. Consult a tax advisor before electing either of these options.

NOTE CAREFULLY:

IF:
- **you choose Life Income with No Period Certain or a Joint and Survivor Annuity; and**
- **the annuitant(s) dies before the due date of the second (third, fourth, etc.) annuity payment;**

THEN:
- **we may make only one (two, three, etc.) annuity payments.**

IF:
- **you choose Income for a Specified Period, Life Income with 10 years Certain, Life Income with Guaranteed Return of Policy Proceeds, or Income of a Specified Amount; and**
- **the person receiving payments dies prior to the end of the guaranteed period;**

THEN:
- **the remaining guaranteed payments will be continued to that person’s beneficiary, or their present value may be paid in a single sum.**

However, IF:
- **you choose Life with Emergency Cash®; and**
- **the annuitant dies before age 101;**

THEN:
- **the Life with Emergency Cash® death benefit will be paid.**

We will not pay interest on amounts represented by uncashed annuity payment checks if the postal or other delivery service is unable to deliver checks to the payee’s address of record. The person receiving payments is responsible for keeping TPLIC informed of his/her current address.

You must annuitize your policy no later than the maximum annuity commencement date specified in your policy (earlier for certain distribution channels) or a later date if agreed to by us. If you do not elect an annuity payment option, the default option will generally be Option 2 Life with 10 Years Certain subject to certain exceptions for qualified policies, and all optional benefits (including guaranteed minimum death benefits and living benefits) will terminate upon annuitization.

Calculating Annuity Payments

Fixed Annuity Payments. Each fixed Annuity Payment is guaranteed to be at least the amount shown in the Policy’s Annuity Tables corresponding to the Annuity Payment Option selected.

Variable Annuity Payments. To calculate variable Annuity Payments, TPLIC determines the amount of the first variable Annuity Payment. The first variable Annuity Payment will equal the amount shown in the applicable Annuity Table in the Policy. This amount depends on the value of your Policy on the Annuity Commencement Date, the sex and age of the Annuitant (and Joint Annuitant where there is one), the Annuity Payment Option selected, and any applicable Premium Taxes.

Impact of Annuitant's Age on Annuity Payments. For either fixed or variable Annuity Payments involving life income, the actual ages of the Annuitant and Joint Annuitant will affect the amount of each payment.

Because payments based on the lives of older Annuitants and Joint Annuitants are expected to be fewer in number, the amount of each Annuity Payment will be greater.

Impact of Annuitant's Sex on Annuity Payments. For either fixed or variable Annuity Payments involving life income, the sex of the Annuitant and Joint Annuitant will affect the amount of each payment. Because payments based on the lives of male Annuitants and Joint Annuitants are expected to be fewer in number, in most states the amount of each Annuity Payment will be greater than for female Annuitants and Joint Annuitants.

Impact of Length of Payment Periods on Annuity Payments. The value of all payments, both fixed and variable, will be greater for shorter guaranteed periods than for longer guaranteed periods, and greater for single-life annuities than for joint and survivor annuities, because they are expected to be made for a shorter period.

A Few Things to Keep in Mind Regarding Annuity Payments

- If an Annuity Payment Option is not selected, TPLIC will assume that you chose the Life Income (with 10 years certain). Any amounts in a Subaccount before the Income Phase begins will be applied under a variable Annuity Payment Option based on the performance of that Subaccount.
- Money that you apply to an annuity payment option from a Guaranteed Period Option of the fixed account before the end of its guaranteed period (i.e., the number of years you specified the money would remain in the Guaranteed Period Option) may be subject to an excess interest adjustment.
- TPLIC reserves the right to change the frequency if payments would be less than $50. If on the Annuity Commencement Date, the Adjusted Policy Value is less than $2,000, TPLIC reserves the right to pay it in one lump sum in lieu of applying it under an annuity payment option.
- From time to time, TPLIC may require proof that the Annuitant, Joint Annuitant, or Policy Owner is living.
- If someone has assigned ownership of a Policy to you, or if a non-natural person (e.g., a corporation) owns a Policy, you may not start the Income Phase of the Policy without TPLIC's consent.
- At the time TPLIC calculates your Annuity Payments, TPLIC may offer more favorable rates than those guaranteed in the Annuity Tables found in the Policy.
- Once Annuity Payments begin, you cannot select a different Annuity Payment Option. Nor can you cancel an Annuity Payment Option after Annuity Payments have begun.
- Once Annuity Payments begin, there is no longer a Policy Value. You cannot make any withdrawals unless you have selected the Life with Emergency Cash® annuity payment option.
- If you have selected a variable Annuity Payment Option, then you may change the Subaccount funding the variable Annuity Payments by written request or by calling 800-525-6205. **Please Note**: All requests must be submitted in good order to avoid a delay in processing your request.
- You may select an Annuity Payment Option and allocate a portion of the value of your Policy to a fixed version of that Annuity Payment Option and a portion to a variable version of that Annuity Payment Option (assuming the Annuity Payment Option is available on both a fixed and variable basis). You may not select more than one Annuity Payment Option.
- If you choose an Annuity Payment Option and the postal or other delivery service is unable to deliver checks to the Payee's address of record, no interest will accrue on amounts represented by uncashed Annuity Payment checks. It is the Payee's responsibility to keep TPLIC informed of the Payee's most current address of record.

8. DEATH BENEFIT

We will pay a death benefit to your Beneficiary, under certain circumstances, if the Annuitant dies during the Accumulation Phase. If there is a surviving owner(s) when the Annuitant dies, the surviving owner(s) will receive the death benefit instead of the listed beneficiary. The person receiving the death benefit may choose an annuity payment option (if you pick a variable annuity payment option fees and expenses will apply), or may choose to receive the death benefit via partial withdrawals, or lump sum withdrawal. The guarantees of these death benefits are based on our claims-paying ability.

We will determine the amount of and process the death benefit proceeds, if any are payable on a policy, upon receipt at our Administrative Office of satisfactory proof of the annuitant's death, directions regarding how to process the death benefit, and any other documents, forms and information that we need (collectively referred to as "due proof of death"). For policies with multiple beneficiaries, we will process when the first beneficiary provides us with due proof of their share of the death proceeds. We will not pay any remaining beneficiary their share until we receive due proof of death from that beneficiary. Such beneficiaries continue to bear the investment risk until they submit due proof of death. Please note, we may be required to remit the death benefit proceeds to a state prior to receiving "due proof of death." See 11. OTHER INFORMATION - Abandoned or Unclaimed Property.

Please Note: Such due proof of death must be received in good order to avoid a delay in processing the death benefit claim. Due proof requires selecting a payment option. See Section 11. OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order.

The death benefit proceeds remain invested in the Separate Account in accordance with the allocations made by the Policy Owner until the Beneficiary has provided us with due proof of death. Once the Company receives due proof of death, then investment in the Separate Account may be reallocated in accordance with the Beneficiary's instructions.

The Company may permit the Beneficiary to give a "one-time" written instruction to reallocate the investments in the Separate Account to the money market fund after the death of the annuitant. If there is more than one Beneficiary, all Beneficiaries must agree to such reallocation instructions. This one-time reallocation will be permitted if the Beneficiary provides satisfactory evidence of the Annuitant's death.

When We Pay A Death Benefit

We will pay a death benefit to the beneficiary IF:
- you (owner) are both the annuitant and sole owner of the Policy; and
- you die before the Annuity Commencement Date.

We will pay a death benefit to you (owner) IF:
- you (owner) are not the annuitant; and
- the annuitant dies before the Annuity Commencement Date.

If the only person receiving the death benefit is the surviving spouse of the owner, then he or she, if eligible, may elect to continue the Policy as the new annuitant and owner, instead of receiving the death benefit.

When We Do Not Pay A Death Benefit

We will not pay a death benefit IF:
- you (owner) are not the annuitant; and
- you die before the Annuity Commencement Date.

Please note the new owner (unless it is the deceased owner's spouse) must generally surrender the Policy within five years of your death for the Adjusted Policy Value minus any applicable rider fees.

Distribution requirements apply to the Policy Value upon the death of any owner. These requirements are detailed in the SAI.

Deaths After the Annuity Commencement Date

The death benefit payable, if any, on or after the Annuity Commencement Date depends on the annuity payment option selected.

IF:
- **you (owner) are not the annuitant; and**
- **you die on or after the Annuity Commencement Date; and**
- **the entire interest in the Policy has not been paid to you;**

THEN:
- **the remaining portion of such interest in the Policy will be distributed at least as rapidly as under the method of distribution being used as of the date of your death.**

IF:
- **you (owner) are receiving annuity payments under the Life with Emergency Cash® ; and**
- **the annuitant dies before age 101;**

THEN:
- **a Life with Emergency Cash® death benefit will be paid.**

__Succession of Ownership__

If any owner (who is not the annuitant) dies during the Accumulation Phase, the person or entity first listed below who is alive or in existence on the date of that death will become the new owner:
- any surviving owner;
- primary beneficiary;
- contingent beneficiary; or
- owner's estate.

__Spousal Continuation__

If the sole primary beneficiary is the spouse, upon the owner's or the annuitant's death, the beneficiary may elect to continue the policy in his or her own name. Upon the annuitant's death if such election is made, the policy value will be adjusted upward (but not downward) to an amount equal to the death benefit amount determined upon such election and receipt of due proof of death of the annuitant. Any excess of the death benefit amount over the policy value will be allocated to each applicable investment option in the ratio that the policy value in the investment option bears to the total policy value. The terms and conditions of the policy that applied prior to the annuitant's death will continue to apply, with certain exceptions described in the policy. For purposes of the death benefit on the continued policy, the death benefit is calculated in the same manner as it was prior to continuation on the date the spouse continues the policy. See TAX INFORMATION – Same Sex Relationships for more information concerning spousal continuation involving same sex spouses.

For these purposes, if the sole primary beneficiary of the policy is a revocable grantor trust and the spouse of the owner/annuitant is the sole grantor, trustee, and beneficiary of the trust and the trust is using the spouse of the owner/annuitant's social security number at the time of claim, she or he shall be treated as the owner/annuitant's spouse. In those circumstances, the owner/annuitant's spouse will be treated as the beneficiary of the policy for purposes of applying the spousal continuation provisions of the policy.

For these purposes, if the owner is an individual retirement account within the meaning of IRC sections 408 or 408A, if the annuitant's spouse is the sole primary beneficiary of the annuitant's interest in such account. In those circumstances, the policy will continue after the annuitant's death and the annuitant's spouse will be treated as the beneficiary of the policy for purposes of applying the spousal continuation provisions of the policy.

Amount of Death Benefit

Death benefit provisions may differ from state to state. The death benefit may be paid as lump sum or as annuity payments. The "base policy" death benefit will be the greatest of:
- Policy Value on the date we receive the required information in good order at our Administrative Office; or
- Cash Value on the date we receive the required information in good order at our Administrative Office (this will be more than the Policy Value if there is a positive Excess Interest Adjustment); or
- Guaranteed Minimum Death Benefit, if any (discussed below).

Please Note, the death benefit terminates upon annuitization and there is a maximum annuity commencement date.

Guaranteed Minimum Death Benefit Options

On the Policy application, you generally may choose one of the Guaranteed Minimum Death Benefit options (listed below) for an additional fee. After the Policy is issued, you cannot make an election and the death benefit cannot be changed.

If the Guaranteed Minimum Death Benefit is not available because of the age of the Policy Owner or Annuitant, the death benefit will be the greater of the Policy Value or Cash Value as of the date of death.

A. __Return of Premium Death Benefit__

The Return of Premium Death Benefit is equal to:
- the total Premium Payments;
- less any adjusted partial withdrawals (discussed below) as of the date of death.

There is an extra charge for this death benefit of 0.05% annually for a total mortality and expense risk fee of 0.45%.

B. Annual Step-Up To Age 81 Death Benefit

Under this option, on each policy anniversary before your 81st birthday, a new "stepped-up" death benefit is determined and becomes the guaranteed minimum death benefit for that policy year. The death benefit is equal to:

- the largest policy value on the policy date or on any policy anniversary before the earlier of the date of the annuitant's death or the annuitant's 81st birthday; plus
- any premium payments since that date; minus
- any adjusted partial withdrawals since that date.

The Annual Step-Up Death Benefit is not available if you or the annuitant is 76 or older on the **Policy Date**. There is an extra charge for this death benefit of 0.20% annually, for a total mortality and expense risk fee of 0.60%.

Adjusted Partial Withdrawal

When you request a partial withdrawal, your Guaranteed Minimum Death Benefit will be reduced by an amount called the Adjusted Partial Withdrawal. Under certain circumstances, the adjusted partial withdrawal may be more than the amount of your withdrawal request. It is also possible that if a death benefit is paid after you have made a partial withdrawal, then the total amount paid could be less than the total Premium Payments. Please see Appendix E for a detailed explanation of this adjustment. If you have a Qualified Policy, minimum required distribution rules may require you to request a partial surrender.

9. TAX INFORMATION

NOTE: We have prepared the following information on federal taxes as a general discussion of the subject. It is not intended as tax advice to any taxpayer. The federal tax consequences discussed herein reflects our understanding of current law, and the law may change. No representation is made regarding the likelihood of continuation of the present federal tax law or of the current interpretations by the Internal Revenue Service. The discussion briefly references federal estate, gift and generation-skipping transfer taxes, but principally discusses federal income taxes. No attempt is made to consider any applicable state or other income tax laws, any state and local estate or inheritance tax, or other tax consequences of ownership or receipt of distributions under the policy. You should consult your own tax adviser about your own circumstances.

Introduction

Deferred annuity policies are a way of setting aside money for future needs like retirement. Congress recognized how important saving for retirement is and provided special rules in the Internal Revenue Code (the "Code") for annuities. Simply stated, these rules generally provide that individuals will not be taxed on the earnings, if any, on the money held in an annuity policy until withdrawn. This is referred to as tax deferral. When a non-natural person (e.g., corporation or certain trusts) owns a nonqualified policy, the policy will generally not be treated as an annuity for tax purposes. Thus, the owner must generally include in income any increase in the account value over the investment in the policy during each taxable year.

There are different rules as to how you will be taxed depending on how you take the money out and the type of policy-qualified or nonqualified.

If you purchase the policy as an individual retirement annuity or as part of a 403(b) plan, 457 plan, a pension plan, a profit sharing plan (including a 401(k) plan), or certain other employer sponsored retirement programs, your policy is referred to as a qualified policy. There is no additional tax deferral benefit derived from placing qualified funds into a variable annuity. Features other than tax deferral should be considered in the purchase of a qualified policy. There are limits on the amount of contributions you can make to a qualified policy. Other restrictions may apply including terms of the plan in which you participate. To the extent there is a conflict between a plan's provisions and a policy's provisions, the plan's provisions will control.

If you purchase the policy other than as part of any arrangement described in the preceding paragraph, the policy is referred to as a nonqualified policy.

You will generally not be taxed on increases in the value of your policy, whether qualified or non-qualified, until a distribution occurs (e.g., as a surrender, withdrawal, or as annuity payments). However, you may be subject to current taxation if you assign or pledge or enter into an agreement to assign or pledge any portion of the policy. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. All amounts received from the policy that are includible in income are taxed at ordinary income rates: no amounts received from the policy are taxable at the lower rates applicable to capital gains.

The Internal Revenue Service ("IRS") has not reviewed the policy for qualification as an IRA annuity, and has not addressed in a ruling of general applicability whether the death benefit options and riders available, with the policy, if any, comport with IRA qualification requirements.

The value of living and death benefit options and riders elected may need to be taken into account in calculating minimum required distributions from a qualified plan/or policy.

We may occasionally enter into settlements with owners and beneficiaries to resolve issues relating to the policy. Such settlements will be reported on the applicable tax form (e.g., Form 1099) provided to the taxpayer and the taxing authorities.

Taxation of Us

We are at present taxed as a life insurance company under part I of Subchapter L of the Code. The separate account is treated as part of us and, accordingly, will not be taxed separately as a "regulated investment company" under Subchapter M of the Code. We do not expect to incur any federal income tax liability with respect to investment income and net capital gains arising from the activities of the separate account retained as part of the reserves under the policy. Based on this expectation, it is anticipated that no charges will be made against the separate account for federal income taxes. If, in future years, any federal income taxes are incurred by us with respect to the separate account, we may make a charge to that account. We may benefit from any dividends received or foreign tax credits attributable to taxes paid by certain underlying funds to foreign jurisdictions to the extent permitted under federal tax law.

Tax Status of a Nonqualified Policy

Diversification Requirements. In order for a non-qualified variable policy which is based on a segregated asset account to qualify as an annuity policy under Section 817(h) of the Code, the investments made by such account must be "adequately diversified" in accordance with Treasury Regulations. The Regulations apply a diversification requirement to each of the subaccounts. Each separate account, through its underlying fund portfolios and their portfolios, intends to comply with the diversification requirements of the Regulations. We have entered into agreements with each underlying fund portfolio company that require the portfolios to be operated in compliance with the Regulations but we do not have control over the underlying fund portfolio companies. The policy owners bear the risk that the entire policy could be disqualified as an annuity policy under the Code due to the failure of a subaccount to be deemed to be "adequately diversified."

Owner Control. In some circumstances, owners of variable policies who retain excessive control over the investment of the underlying separate account assets may be treated as the owners of those assets and may be subject to tax on income produced by those assets. In Revenue Ruling 2003-91, the IRS stated that whether the owner of a variable policy is to be treated as the owner of the assets held by the insurance company under the policy will depend on all of the facts and circumstances.

Revenue Ruling 2003-91 also gave an example of circumstances under which the owner of a variable policy would not possess sufficient control over the assets underlying the policy to be treated as the owner of those assets for federal income tax purposes. To the extent the circumstances relating to the issuance and ownership of a policy vary from those described in Revenue Ruling 2003-91, owners bear the risk that they will be treated as the owner of Separate Account assets and taxed accordingly.

We believe that the owner of a policy should not be treated as the owner of the underlying assets. We reserve the right to modify the policies to bring them into conformity with applicable standards should such modification be necessary to prevent owners of the policies from being treated as the owners of the underlying separate account assets. Concerned owners should consult their own tax advisers regarding the tax matter discussed above.

Distribution Requirements. The Code requires that nonqualified policies contain specific provisions for distribution of policy proceeds upon the death of any owner. In order to be treated as an annuity policy for federal income tax purposes, the Code requires that such policies provide that if any owner dies on or after the annuity starting date and before the entire interest in the policy has been distributed, the remaining portion must be distributed at least as rapidly as under the method in effect on such owner's death. If any owner dies before the annuity starting date, the entire interest in the policy must generally be distributed (1) within 5 years after such owner's date of death or (2) be used to provide payments to a designated beneficiary for the life of the beneficiary or for a period not extending beyond the life expectancy of the beneficiary. The designated beneficiary must be an individual and payments must begin within one year of such owner's death. However, if upon such owner's death the owner's surviving spouse is the sole beneficiary of, the policy, then the policy may be continued with the surviving spouse as the new owner. If any owner is not a natural person (except in the case of certain grantor trusts), then for purposes of these distribution requirements, the primary annuitant shall be treated as an owner and any death or change of such primary annuitant shall be treated as the death of an owner.

In certain instances a designated beneficiary may be permitted to elect a "stretch" withdrawal option as a means of disbursing death proceeds from a non-qualified annuity. The only method the Company uses for making distribution payments from a non-qualified "stretch" withdrawal option is the required minimum distribution method as set forth in Revenue Ruling 2002-62. The applicable payments are calculated using the Single Life Expectancy Table set forth in Treasury Regulation § 1.401(a)(9)-9, A-1.

The nonqualified policies contain provisions intended to comply with these requirements of the Code. No regulations interpreting these requirements of the Code have yet been issued and thus no assurance can be given that the provisions contained in the policies satisfy all such Code requirements. The provisions contained in the policies will be reviewed and modified if necessary to assure that they comply with the Code requirements when clarified by regulation or otherwise.

Taxation of Nonqualified Annuities

The following discussion assumes the policy qualifies as an annuity policy for federal income tax purposes.

In General. Code Section 72 governs taxation of annuities in general. We believe that an owner who is an individual will not be taxed on increases in the value of a policy until such amounts are surrendered or distributed. For this purpose, the assignment, pledge, or agreement to assign or pledge any portion of the policy value, as collateral for a loan, generally will be treated as a distribution of such portion. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. The taxable portion of a distribution is taxable as ordinary income.

Non-Natural Persons. Pursuant to Section 72(u) of the Code, a nonqualified policy held by a taxpayer other than a natural person generally will not be treated as an annuity policy under the Code; accordingly, an owner who is not a natural person will recognize as ordinary income for a taxable year the excess, if any, of the policy value over the "investment in the policy". There are some exceptions to this rule and a prospective purchaser of the policy that is not a natural person should discuss these rules with a competent tax adviser. A policy owned by a trust using the grantor's social security number as its taxpayer identification number will be treated as owned by the grantor (natural person) for the purposes of our application of Section 72 of the Code. Consult a tax adviser for more information on how this may impact your policy.

Different Individual Owner and Annuitant

If the owner and annuitant on the policy are different individuals, there may be negative tax consequences to the owner and/or beneficiaries under the policy if the annuitant predeceases the owner including, but not limited, to the assessment of penalty tax and the loss of certain death benefit distribution options. You may wish to consult your legal counsel or tax adviser if you are considering designating a different individual as the annuitant on your policy to determine the potential tax ramifications of such a designation.

Annuity Starting Date

This section makes reference to the annuity starting date as defined in Section 72 of the Code and the applicable regulations. Generally, the definition of annuity starting date will correspond with the definition of annuity commencement date used in your policy and the dates will be the same. However, in certain circumstances, your annuity starting date and annuity commencement date will not be the same date. If there is a conflict between the definitions, we will interpret and apply the definitions in order to ensure your policy maintains its status as an annuity policy for federal income tax purposes. You may wish to consult a tax adviser for more information on when this issue may arise.

It is possible that at certain advanced ages a policy might no longer be treated as an annuity contract if the policy has not been annuitized before that age or have other tax consequences. You should consult with a tax adviser about the tax consequences in such circumstances.

Taxation of Annuity Payments

Although the tax consequences may vary depending on the annuity payment option you select, in general, for nonqualified and certain qualified policies, only a portion of the annuity payments you receive will be includable in your gross income.

In general, the excludable portion of each annuity payment you receive will be determined as follows:

- Fixed payments-by dividing the “investment in the policy” on the annuity starting date by the total expected return under the policy (determined under Treasury regulations) for the term of the payments. This is the percentage of each annuity payment that is excludable.
- Variable payments-by dividing the “investment in the policy” on the annuity starting date by the total number of expected periodic payments. This is the amount of each annuity payment that is excludable.

The remainder of each annuity payment is includable in gross income. Once the “investment in the policy” has been fully recovered, the full amount of any additional annuity payments is includable in gross income and taxed as ordinary income. The “investment in the policy” is generally equal to the premiums you pay for the policy, reduced by any amounts you have previously received from the policy that are excludible from gross income.

If you select more than one annuity payment option, special rules govern the allocation of the policy’s entire “investment in the policy” to each such option, for purposes of determining the excludable amount of each payment received under that option. We advise you to consult a competent tax adviser as to the potential tax effects of allocating amounts to any particular annuity payment option.

If, after the annuity starting date, annuity payments stop because an annuitant died, the excess (if any) of the “investment in the policy” as of the annuity starting date over the aggregate amount of annuity payments received that was excluded from gross income may possibly be allowable as a deduction on your tax return.

Taxation of Surrenders and Partial Withdrawals-Nonqualified Policies

When you surrender your policy, you are generally taxed on the amount that your surrender proceeds exceeds the “investment in the policy.” The “investment in the policy” is generally equal to the premiums you pay for the policy, reduced by any amounts you have previously received from the policy that are excludible from gross income. Partial withdrawals are generally treated first as taxable income to the extent of the excess in the policy value over the “investment in the policy.” Distributions made under the systematic payout option are treated for tax purposes as partial withdrawals, not annuity payments. In general, loans, pledges, and collateral assignments as security for a loan are taxed in the same manner as partial withdrawals and surrenders. You may also be subject to current taxation if you make a gift of a nonqualified policy without valuable consideration. All taxable amounts received under a policy are subject to tax at ordinary rather than capital gain tax rates.

If your policy contains an excess interest adjustment feature (also known as a market value adjustment), then your account value immediately before a policy withdrawal (or a transaction taxed like a withdrawal) may have to be increased by any positive excess interest adjustments that result from the transaction. There is, however, no definitive guidance on the proper tax treatment of excess interest adjustments, and you may want to discuss the potential tax consequences of an excess interest adjustment with your tax adviser.

The Code also provides that amounts received from the policy that are includible in gross income (including the taxable portion of some annuity payments) may be subject to a penalty tax. The amount of the penalty tax is equal to 10% of the amount that is includable in income. Some surrender withdrawals and other amounts will be exempt from the penalty tax. Amounts received that are not subject to the penalty tax include, among others, any amounts: (1) paid on or after the taxpayer reaches age 59½; (2) paid after an owner (or where the owner is a non-natural person, an annuitant) dies; (3) paid if the taxpayer becomes disabled (as that term is defined in the Code); (4) paid in a series of substantially equal payments made annually (or more frequently) over the life of the taxpayer or the joint life of the taxpayer and the taxpayer's designated beneficiary; (5) paid under an immediate annuity; or (6) which come from premium payments made prior to August 14, 1982. Regarding the disability exception, because the Company cannot verify that the owner is disabled, the Company will report such withdrawals to the IRS as early withdrawals with no known exception from the penalty tax.

Other exceptions may be applicable under certain circumstances and special rules may be applicable in connection with the exceptions enumerated above. You may wish to consult a tax adviser for more information regarding the imposition of penalty tax.

Guaranteed Lifetime Withdrawal Benefits

For policies with a guaranteed lifetime withdrawal benefit or a guaranteed maximum accumulation benefit the application of certain tax rules, particularly those rules relating to distributions from your policy, are not entirely clear. It is possible that the withdrawal base (with respect to the guaranteed lifetime withdrawal benefits) and the guaranteed future value (with respect to the guaranteed maximum accumulation benefit) could be taken into account to determine the policy value that is used to calculate the amount of the distribution that would be included in income. The proper treatment of the Income Enhancement Option under a guaranteed lifetime withdrawal benefit is unclear. It is possible that the IRS could determine that the benefit provides some form of long term care insurance. In the event, (1) you could be treated as in receipt of some amount of income attributable to the value of the benefit even though you have not received a payment from your policy, and (2) the amount of income attributable to guaranteed lifetime withdrawal payments could be affected. In view of this uncertainty, you should consult a tax adviser with any questions.

Aggregation

All nonqualified deferred annuity policies that are issued by us (or our affiliates) to the same owner (policyholder) during any calendar year are treated as one annuity for purposes of determining the amount includable in the owner's income when a taxable distribution (other than annuity payments) occurs. If you are considering purchasing multiple policies from us (or our affiliates) during the same calendar year, you may wish to consult with your tax adviser regarding how aggregation will apply to your policies.

Tax-Free Exchanges of Nonqualified Policies

We may issue the nonqualified policy in exchange for all or part of another annuity contract that you own. Such an exchange will be tax free if certain requirements are satisfied. If the exchange is tax free, your investment in the policy immediately after the exchange will generally be the same as that of the annuity contract exchanged, increased by any additional premium payment made as part of the exchange. Your policy value immediately after the exchange may exceed your investment in the policy. That excess may be includable in income should amounts subsequently be withdrawn or distributed from the policy (e.g., as a partial withdrawal, surrender, annuity income payment, or death benefit).

If you exchange part of an existing contract for the policy, and within 180 days of the exchange you receive a payment other than certain annuity payments (e.g., you make a partial withdrawal) from either contract, the exchange may not be treated as a tax free exchange. Rather, some or all of the amount exchanged into the policy could be includable in your income and subject to a10% penalty tax.

You should consult your tax advisor in connection with an exchange of all or part of an annuity contract for the policy, especially if you may make a withdrawal from either contract within 180 days after the exchange.

Medicare Tax

Distributions from nonqualified annuity policies will be considered "investment income" for purposes of the Medicare tax on investment income. Thus, in certain circumstances, a 3.8% tax may be applied to some or all of the taxable portion of distributions (e.g. earnings) to individuals, trusts, and estates whose income exceeds certain threshold amounts. The Company is required to report distributions made from nonqualified annuity policies as being potentially subject to this tax. Please consult a tax adviser for more information.

Same Sex Relationships

Section 3 of the Federal Defense of Marriage Act was recently ruled unconstitutional by the U.S. Supreme Court. The Internal Revenue Service adopted a rule in response thereto recognizing the marriage of same sex individuals validly entered into in a jurisdiction that authorizes same sex marriages, even if the individuals are domiciled in a jurisdiction that does not recognize the marriage. The Internal Revenue Service also ruled that the term "spouse" does not include an individual who has entered into a registered domestic partnership, civil union, or other similar relationship that is not denominated as a marriage under the laws of that jurisdiction. The Company intends to administer the policy consistent with these rulings until further guidance is provided. Therefore, exercise of the spousal continuation provisions of this policy or any riders by persons who do not meet the definition of "spouse" under federal law – e.g., domestic and civil union partners - may have adverse tax consequences.

Please note the jurisdiction where you are domiciled may not recognize same sex marriage which may limit your ability to take advantage of certain benefits provided to spouses under the Contract. There are several unanswered questions regarding the scope and impact of the Supreme Court's decision and the subsequent guidance provided by the Internal Revenue Service. Please consult a tax adviser for more information on this subject.

Taxation of Death Benefit Proceeds

Amounts may be distributed from the policy because of your death or the death of the annuitant. Generally, such amounts should be includable in the income of the recipient: (1) if distributed in a lump sum, these amounts are taxed in the same manner as a full surrender; (2) if distributed via partial withdrawals, these amounts are taxed in the same manner as partial surrenders; or (3) if distributed under an annuity payment option, these amounts are taxed in the same manner as annuity payments.

Transfers, Assignments or Exchanges of Policies

A transfer of ownership or assignment of a policy, the designation of an annuitant or payee or other beneficiary who is not also the owner, the exchange of a policy and certain other transactions, or a change of annuitant other than the owner, may result in certain income or gift tax consequences to the owner that are beyond the scope of this discussion. An owner contemplating any such transaction or designation should contact a competent tax adviser with respect to the potential tax effects.

Charges

It is possible that the IRS may take a position that fees for certain optional benefits (e.g., death benefits other than the Return of Premium death benefit) are deemed to be taxable distributions to you. In particular, the IRS may treat fees associated with certain optional benefits as a taxable partial withdrawal, which might also be subject to a tax penalty if the partial withdrawal occurs prior to age 59½. Although we do not believe that the fees associated with any optional benefit provided under the policy should be treated as taxable partial withdrawal, the tax rules associated with these benefits are unclear, and we advise that you consult your tax adviser prior to selecting any optional benefit under the policy.

Federal Estate, Gift and Generation-Skipping Transfer Taxes

Beginning in 2013, the federal estate tax, gift tax and generation skipping transfer ("GST") tax exemptions and maximum rates are $5,000,000 indexed for inflation and 40%, respectively.

There is no guarantee that the transfer tax exemptions and maximum rates will remain the same in the future. The uncertainty as to how the current law might be modified in coming years underscores the importance of seeking guidance from a competent legal adviser to help ensure that your estate plan adequately addresses your needs and that of your beneficiaries under all possible scenarios.

<u>Federal Estate Taxes</u>. While no attempt is being made to discuss the Federal estate tax implications of the policy in detail, a purchaser should keep in mind that the value of an annuity policy owned by a decedent and payable to a beneficiary by virtue of surviving the decedent is included in the decedent's gross estate. Depending on the terms of the annuity policy, the value of the annuity included in the gross estate may be the value of the lump sum payment payable to the designated beneficiary or the actuarial value of the payments to be received by the beneficiary. Consult an estate planning adviser for more information.

<u>Generation-Skipping Transfer Tax</u>. Under certain circumstances, the Code may impose a "generation skipping transfer tax" when all or part of an annuity policy is transferred to, or a death benefit is paid to, an individual two or more generations younger than the Owner. Regulations issued under the Code may

require us to deduct the tax from your policy, or from any applicable payment, and pay it directly to the IRS.

Qualified Policies

The qualified policy is designed for use with several types of tax-qualified retirement plans which are briefly described below. The tax rules applicable to participants and beneficiaries in tax-qualified retirement plans vary according to the type of plan and the terms and conditions of the plan. Special favorable tax treatment may be available for certain types of contributions and distributions. Adverse tax consequences may result from contributions in excess of specified limits, distributions prior to age 59½ (subject to certain exceptions), distributions that do not conform to specified commencement and minimum distribution rules, and in other specified circumstances. The distribution rules under Section 72(s) of the Code do not apply to annuities provided under a plan described in Sections 401(a), 403(a), 403(b), 408 or 408A of the Code, but other, similar rules may. Some retirement plans are subject to distribution and other requirements that are not incorporated into the policies or our policy administration procedures. Owners, employers, participants, and beneficiaries are responsible for determining that contributions, distributions, and other transactions with respect to the policies comply with applicable law.

Traditional Individual Retirement Annuities. In order to qualify as a traditional individual retirement annuity under Section 408(b) of the Code, a policy must satisfy certain conditions: (i) the owner must be the annuitant; (ii) the policy generally is not transferable by the owner, e.g., the owner may not designate a new owner, designate a contingent owner or assign the policy as collateral security; (iii) subject to special rules, the total premium payments for any calendar year may not exceed the amount specified in the Code for the year, except in the case of a rollover amount or contribution under Section 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) or 457(e)(16) of the Code; (iv) annuity payments or partial surrenders according to the requirements in the IRS regulations (minimum required distributions) must begin no later than April 1 of the calendar year following the calendar year in which the annuitant attains age 70½; (v) an annuity payment option with a period certain that will guarantee annuity payments beyond the life expectancy of the annuitant and the beneficiary may not be selected; (vi) certain payments of death benefits must be made in the event the annuitant dies prior to the distribution of the policy value; (vii) the entire interest of the owner is non-forfeitable; and (viii) the premiums must not be fixed. Policies intended to qualify as traditional individual retirement annuities under Section 408(b) of the Code contain such provisions. Amounts in the individual retirement annuity (other than nondeductible contributions) generally are taxed only when distributed from the annuity. Distributions prior to age 59½ (unless certain exceptions apply) are subject to a 10% penalty tax.

Roth Individual Retirement Annuities (Roth IRA). The Roth IRA, under Section 408A of the Code, contains many of the same provisions as a traditional IRA. However, there are some differences. First, the contributions are not deductible and must be made in cash or as a rollover or transfer from another Roth IRA, a traditional IRA or other allowed qualified plan. A rollover from or conversion of an IRA to a Roth IRA may be subject to tax. The ability to make cash contributions to Roth IRAs is available to individuals with earned income and whose modified adjusted gross income is under a specified dollar amount for the year. Subject to special rules, the amount per individual that may be contributed to all IRAs (Roth and traditional) is an amount specified in the Code for the year. Secondly, the distributions are taxed differently. The Roth IRA offers tax-free distributions when made 5 tax years after the first contribution to any Roth IRA of the individual and made after one of the following: attaining age 59½, to pay for qualified first time homebuyer expenses (lifetime maximum of $10,000), or due to death or disability. All other distributions are subject to income tax when made from earnings and may be subject to a penalty tax unless an exception applies. Please note that specific tax ordering rules apply to Roth IRA distributions. Unlike the traditional IRA, there are no minimum required distributions during the owner's lifetime; however, required distributions at death are generally the same as for traditional IRAs.

The IRS has not reviewed this policy for qualification as a Roth IRA, and has not addressed in a ruling of general applicability whether any death benefits available under the policy comport with qualification requirements.

Section 403(b) Plans. Under Section 403(b) of the Code, payments made by public school systems and certain tax exempt organizations to purchase policies for their employees are generally excludable from the gross income of the employee, subject to certain limitations. However, such payments may be subject to FICA (Social Security) taxes. The policy includes a death benefit that in some cases may exceed the greater of the premium payments or the policy value. Additionally, in accordance with the requirements of the Code, Section 403(b) annuities generally may not permit distribution of (i) elective contributions made in years beginning after December 31, 1988, and (ii) earnings on those contributions, and (iii) earnings on amounts attributed to elective contributions held as of the end of the last year beginning before January 1, 1989, unless certain events have occurred. Specifically, distributions of such amounts will be allowed only upon the death of the employee, on or after attainment of age 59½, severance from employment, disability, or financial hardship, except that income attributable to elective contributions may not be distributed in the case of hardship. These rules may prevent the payment of guaranteed withdrawals under a guaranteed lifetime withdrawal benefit prior to age 59½. For policies issued after 2008, amounts attributable to non-elective contributions may be subject to distribution restrictions specified in the employer's section 403(b) plan.

Employers using the policy in connection with Section 403(b) plans may wish to consult with their tax adviser.

Pursuant to tax regulations, we generally are required to confirm, with your 403(b) plan sponsor or otherwise, that surrenders, loans or transfers you request from a 403(b) policy comply with applicable tax requirements before we process your request. We will defer such payments you request until all information required under the tax law has been received. By requesting a surrender or transfer, you consent to the sharing of confidential information about you, the policy, and transactions under the policy and any other 403(b) policies or accounts you have under the 403(b) plan among us, your employer or plan sponsor, any plan administrator or record keeper, and other product providers.

Pension and Profit-Sharing Plans. Sections 401(a) and 403(a) of the Code permit employers to establish various types of retirement plans for employees and self-employed individuals to establish qualified plans for themselves and their employees. Such retirement plans may permit the purchase of the policies to accumulate retirement savings. Adverse tax consequences to the plan, the participant or both may result if the policy is assigned or transferred to any individual as a means to provide benefit payments. Contributions to and distributions from such plans are limited by the Code and may be subject to penalties.

Deferred Compensation Plans. Section 457(b) of the Code, while not actually providing for a qualified plan as that term is normally used, provides for certain deferred compensation plans established and maintained by state and local governments (and their agencies and instrumentalities) and tax exempt organizations. Under such plans a participant may be able to specify the form of investment in which his or her participation will be made. For non-governmental Section 457(b) plans, all such investments, however, are typically owned by, and are subject to, the claims of the general creditors of the sponsoring employer. Depending on the terms of the particular plan, a non-government employer may be entitled to draw on deferred amounts for purposes unrelated to its Section 457(b) plan obligations. In general, all amounts received under a non-governmental Section 457 plan are taxable in the year paid (or in the year paid or made available in the case of a non-governmental 457(b) plan). Distributions from non-governmental 457(b) plans are subject to federal income tax withholding as wages distributions from governmental 457(b) plans are subject to withholding as "eligible rollover distributions" as described in the section entitled "Withholding" below. Contributions to and distributions from such plans are limited by the Code and may be subject to penalties. Deferred compensation plans of governments and tax-exempt entities that do not meet the requirements of Section 457(b) are taxed under Section 457(f), which means compensation deferred under the plan is included in gross income in the first year in which the compensation is not subject to a substantial risk of forfeiture.

Ineligible Owners-Qualified

We currently will not issue new policies to/or for the following plans: 403(a), 403(b), 412(i)/412(e)(3), 419, 457 (we will in certain limited circumstances accept 457(f) plans), employee stock ownership plans, Keogh/H.R.-10 plans and any other types of plans at our sole discretion.

Taxation of Surrenders and Partial Withdrawals – Qualified Policies

In the case of a withdrawal under a qualified policy (other than from a deferred compensation plan under Section 457 of the Code), a pro rata portion of the amount you receive is taxable, generally based on the ratio of your "investment in the policy" to your total account balance or accrued benefit under the retirement plan. Your "investment in the policy" generally equals the amount of any non-deductible premium payments made by you or on your behalf. If you do not have any non-deductible premium payments, your investment in the contract will be treated as zero.

In addition, a penalty tax may be assessed on amounts surrendered from the policy prior to the date you reach age 59½, unless you meet one of the exceptions to this rule which are similar to the penalty exceptions for distributions from nonqualified policies discussed above. However, the exceptions applicable for qualified policies differ from those provided to nonqualified policies. You may wish to consult a tax adviser for more information regarding the application of these exceptions to your circumstances. The terms of the plan may limit the rights otherwise available to you under the policy.

Qualified Plan Required Distributions

For qualified plans under Section 401(a), 403(a), 403(b), and 457, the Code requires that distributions generally must commence no later than the later of April 1 of the calendar year following the calendar year in which the owner (or plan participant) (i) reaches age 70½ or (ii) retires, and must be made in a specified form or manner. If a participant is a "5 percent owner" (as defined in the Code), or in the case of an IRA (other than a Roth IRA which is not subject to the lifetime required minimum distribution rules), distributions generally must begin no later than April 1 of the year following the calendar year in which the owner (or plan participant) reaches age 70½. The actuarial present value of death and/or living benefit options and riders elected may need to be taken into account in calculating minimum required distributions. Consult a competent tax adviser before purchasing an optional living or death benefit.

Each owner is responsible for requesting distributions under the policy that satisfy applicable tax rules. We do not attempt to provide more than general information about use of the policy with the various types of retirement plans. Purchasers of policies for use with any retirement plan should consult their legal counsel and tax adviser regarding the suitability of the policy.

The Code generally requires that interest in a qualified policy be non-forfeitable. If your policy contains a bonus rider with a recapture, forfeiture, or "vesting" feature, it may not be consistent with those requirements. Consult a tax adviser before purchasing a bonus rider as part of a qualified policy.

You should consult your legal counsel or tax adviser if you are considering purchasing an enhanced death benefit or other optional rider, or if you are considering purchasing a policy for use with any qualified retirement plan or arrangement.

Optional Living Benefits

For policies with a guaranteed lifetime withdrawal benefit or a guaranteed maximum accumulation benefit the application of certain tax rules, particularly those rules relating to distributions from your policy, are not entirely clear. The tax rules for qualified policies may impact the value of these optional benefits. Additionally, the actions of the qualified plan as contract holder may cause the qualified plan participants to lose the benefit of the guaranteed lifetime withdrawal benefit. In view of this uncertainty, you should consult a tax adviser before purchasing this policy as a qualified policy.

Withholding

The portion of any distribution under a policy that is includable in gross income will be subject to federal income tax withholding unless the recipient of such distribution elects not to have federal income tax withheld. Election forms will be provided at the time distributions are requested or made. The amount of withholding varies according to the type of distribution. The withholding rates applicable to the taxable portion of periodic payments (other than eligible rollover distributions) are the same as the withholding rates generally applicable to payments of wages. A 10% withholding rate applies to the taxable portion of non-periodic payments. Regardless of whether you elect not to have federal income tax withheld, you are still liable for payment of federal income tax on the taxable portion of the payment. For qualified policies, taxable "eligible rollover distributions" from Section 401(a) plans, Section 403(a) annuities, Section 403(b) tax-sheltered annuities and government 457 plans are subject to a mandatory federal income tax withholding of 20%. An eligible rollover distribution is any distribution from such a plan other than specified distributions such as distributions required by the Code, distributions in a specified annuity form or hardship distributions. The 20% withholding does not apply, however, to nontaxable distributions or if (i) the employee (or employee's spouse or former spouse as beneficiary or alternate payee) chooses a "direct rollover" from the plan to a tax-qualified plan, IRA, Roth IRA or 403(b) tax-sheltered annuity or to a governmental 457 plan that agrees to separately account for rollover contributions; or (ii) an non-spouse beneficiary chooses a "direct rollover" from the plan to an IRA established by the direct rollover.

Annuity Purchases by Residents of Puerto Rico

The IRS has announced that income received by residents of Puerto Rico under life insurance or annuity policies issued by a Puerto Rico branch of a United States life insurance company is U.S. source income that is generally subject to United States federal income tax.

Annuity Policies Purchased by Non-resident Aliens and Foreign Corporations

The discussion above provides general information (but not tax advice) regarding U.S. federal income tax consequences to annuity owners that are U.S. persons. Taxable distributions made to owners who are not U.S. persons will generally be subject to U.S. federal income tax withholding at a 30% rate, unless a lower treaty rate applies. In addition, distributions may be subject to state and/or municipal taxes and taxes that may be imposed by the owner's country of citizenship or residence. Prospective foreign owners are advised to consult with a qualified tax adviser regarding U.S. state, and foreign taxation for any annuity policy purchase.

Foreign Account Tax Compliance Act ("FATCA")

If the payee of a distribution from the policy is a foreign financial institution ("FFI") or a non-financial foreign entity ("NFFE") within the meaning of the Code as amended by the Foreign Account Tax Compliance Act ("FATCA"), the distribution could be subject to U.S. federal withholding tax on the taxable amount of the distribution at a 30% rate irrespective of the status of any beneficial owner of the policy or the distribution. The rules relating to FATCA are complex and a tax advisor should be consulted if an FFI or NFFE is or may be designated as a payee with respect to the policy.

Possible Tax Law Changes

Although the likelihood of legislative or regulatory changes is uncertain, there is always the possibility that the tax treatment of the policy could change by legislation, regulation, or otherwise. You should consult a tax adviser with respect to legal or regulatory developments and their effect on the policy.

We have the right to modify the policy to meet the requirements of any applicable laws or regulations, including legislative changes that could otherwise diminish the favorable tax treatment that annuity policy owners currently receive.

10. ADDITIONAL FEATURES

Systematic Payout Option

You can select at any time (during the Accumulation Phase) to receive regular payments from your Policy by using the Systematic Payout Option. Under this option, you can receive the greater of (1) or (2), divided by the number of payouts made per year, where:

(1) is up to 10% of your Premium Payments (reduced by prior withdrawals in that Policy Year); or
(2) is any gains in the Policy.

For amounts greater than 10% of your Premium Payments you must receive prior company approval.

Any payment from a Guaranteed Period Option in excess of the cumulative interest credited at the time of the payment may be subject to an Excess Interest Adjustment.

Payments can be made monthly, quarterly, semi-annually, or annually. Each payment must be at least $50. Monthly and quarterly payments may be required to be taken by electronic funds transfer directly to your checking or savings account.

If you request an additional surrender while a Systematic Payout Option is in effect, then the Systematic Payout Option will terminate. Also keep in mind that partial withdrawals under the systematic payout option, like all partial withdrawals, may be taxable and, if made before age 59 1/2, may be subject to a 10% federal penalty tax.

There is no charge for this benefit.

Initial Payment Guarantee

You may only elect to purchase the Initial Payment Guarantee at the time you annuitize your Policy. You cannot terminate this payment guarantee (or eliminate the charge for it) after you have elected it. The guarantee only applies to variable annuity payments. There is an additional charge for this guarantee.

The Initial Payment Guarantee does not establish or guarantee the performance of any subaccount.

With the Initial Payment Guarantee, you receive stabilized annuity payments that are guaranteed to never be less than a percentage of the initial payment. The guaranteed percentage is subject to change from time to time; however once you annuitize and elect the Initial Payment Guarantee, the guaranteed percentage will not change during the life of the Initial Payment Guarantee. Contact us for the current guaranteed percentage.

The payment amount is adjusted once each year to reflect the investment performance of your selected investment choice(s) over the preceding year (but your payment will not be less than the guaranteed minimum).

Fee. There is a charge for the Initial Payment Guarantee, which is in addition to the base product mortality and expense risk fee charge. This fee is reflected in the amount of the annuity payments that you receive if you select the payment guarantee. It is deducted in the same manner as the Separate Account charge and it is reflected in the calculation of the annuity unit values.

The Initial Payment Guarantee fee is currently equal to an annual rate of 1.25% of the daily net asset value in the Subaccounts. We can change the fee, and you pay whatever the fee is when you annuitize.

Other Terms and Conditions. The Initial Payment Guarantee uses a 5.0% assumed investment rate ("AIR") to calculate your annuity payments. This means that the dollar amount of the annuity payments will remain level if the investment return (net of fees and expenses) exactly equals 5.0%. The payments will increase if actual investment performance (net of fees and expenses) exceeds the AIR, and decrease if actual performance is below the AIR (but not below the guaranteed level).

Termination. The Initial Payment Guarantee is irrevocable.

The Initial Payment Guarantee may vary for certain policies and may not be available for all policies, in all states or at all times.

Nursing Care and Terminal Condition

No Excess Interest Adjustment will apply if you or your spouse has been:

- confined in a hospital or nursing facility for 30 days in a row after the policy issue date; or
- diagnosed with a terminal condition after the policy issue date (usually a life expectancy of 12 months or less).

This benefit is also available to the annuitant or annuitant's spouse if the owner is not a natural person.

You may exercise this benefit at any time (during the Accumulation Phase) and there is no charge for this benefit. There is no restriction on the maximum amount you may surrender under this benefit.

This benefit may vary for certain policies and may not be available for all policies, in all states or at all times. See the Policy or endorsement for details and conditions.

Unemployment Waiver

No Excess Interest Adjustment will apply to withdrawals if you or your spouse is unemployed. In order to qualify, you (or your spouse, whichever is applicable):

- must have been employed full time for at least two years prior to becoming unemployed; and
- must have been employed full time on the Policy Date; and
- must have been unemployed for at least 60 days in a row at the time of the withdrawal; and
- must have a minimum Cash Value at the time of withdrawal of $5,000

You must provide written proof from your State's Department of Labor, which verifies that you qualify for and are receiving unemployment benefits at the time of withdrawal.

You may exercise this benefit at any time (during the Accumulation Phase) and there is no charge for this benefit.

This benefit is also available to the annuitant or annuitant's spouse if the owner is not a natural person.

There is no restriction on the maximum amount you may surrender under this benefit.

The Unemployment Waiver may vary for certain policies and may not be available for all policies, in all states or at all times. See the Policy for details.

Telephone Transactions

You may establish the telephone transfer privilege on your Policy by completing the appropriate section of the Policy acknowledgment form you will receive with your Policy or by completing a separate telephone authorization form at a later date. You may also authorize a third party to initiate transactions by telephone by completing a third party authorization form or the appropriate section of the Policy acknowledgment form.

TPLIC will take reasonable steps to confirm that instructions communicated by telephone are genuine. Before we act on any request, we will ask the caller for his or her Policy number and Social Security Number. In addition, we will take reasonable steps to confirm that instructions communicated by telephone from a third party are genuine. The third party caller will be asked for his or her name, company affiliation (if appropriate), the policy number to which he or she is referring, and the Social Security number of the Policy Owner. This information will be verified with the Policy Owner's records before processing a transaction, and all transactions performed will be verified with the Policy Owner through a written confirmation statement. We will record all calls. Neither the Company nor the Funds shall be liable for any loss, cost, or expense for acting on telephone instructions that are believed to be genuine in accordance with these procedures.

Telephone requests must be received while the New York Stock Exchange is open for regular business to get same-day pricing of the transaction. We may discontinue this option at any time.

We may deny the telephone transaction privileges to market timers and frequent or disruptive traders.

We cannot guarantee that telephone transactions will always be available. For example, our offices may be closed during severe circumstances or other emergencies. There may be interruptions in service beyond our control, and if the volume of calls is unusually high, we might not have anyone available, or telephone lines available, to take your call. Although we have taken precautions to help our systems handle heavy use, we cannot promise complete reliability in all circumstances.

Asset Rebalancing

During the Accumulation Phase, you may instruct us to make automatic transfers of amounts among the Subaccounts in order to maintain a desired allocation of Policy Value among those Subaccounts. We will "rebalance" monthly, quarterly, semi-annually, or annually, beginning on the date you select. You must select the percentage of the Policy Value you desire in each of the various Subaccounts offered (totaling 100%).

Rebalancing can be started, stopped, or changed at any time. Rebalancing will not be available when Dollar Cost Averaging is in effect or when any other transfer is requested. If a transfer is requested, then we will honor the requested transfer and discontinue Asset Rebalancing. New instructions are required to restart Asset Rebalancing.

There is no charge for this benefit.

Dollar Cost Averaging Program

During the accumulation phase, you may instruct us to automatically make transfers into one or more variable subaccounts in accordance with your allocation instructions. This is known as Dollar Cost Averaging. While Dollar Cost Averaging buys more accumulation units when prices are low and fewer accumulation units when prices are high, it does not guarantee profits or assure that you will not experience a loss. Dollar Cost Averaging programs that may be available under your policy:

- Traditional—You may specify the dollar amount to be transferred or the number of transfers. Transfers will begin as soon as the program is started. A minimum of $500 per transfer is required. The minimum number of transfers is 6 monthly or 4 quarterly, and the maximum is 24 monthly or 8 quarterly. You can elect to transfer from the fixed account, money market or other specified subaccount.

- Special—You may only elect either a six or twelve month program. Transfers will begin as soon as the program is started. You cannot transfer from another investment choice into a Special Dollar Cost Averaging program. This program is only available for new premium payments, requires transfers from a fixed source, and may credit a higher or lower interest rate than a traditional program. A minimum of $500 per transfer is required ($3,000 or $6,000 to start a 6-month or 12-month program, respectively).

A Dollar Cost Averaging program will begin once we have received in good order all necessary information and the minimum required amount. See OTHER INFORMATION - Sending Forms and Transaction Requests in Good Order. Please note, Dollar Cost Averaging programs will not begin on the 29th, 30th, or 31st. If a program would have started on one of those dates, it will start on the 1st business day of the following month. If we receive additional premium payments while a Dollar Cost Averaging program is running, absent new instructions to the contrary, the amount of the Dollar Cost Averaging transfers will increase, but the length of the Dollar Cost Averaging program will not.

NOTE CAREFULLY:

New Dollar Cost Averaging instructions are required to start a new Dollar Cost Averaging program once the previous Dollar Cost Averaging program has completed. Additional premium payments, absent new allocation instructions, received after a Dollar Cost Averaging program has completed, will be allocated according to the current premium payment allocations at that time but will not reactivate a completed Dollar Cost Averaging program.

If:

- We do not receive all necessary information to begin or restart a Dollar Cost Averaging program.

Then:

- Any amount allocated to a fixed source will be invested in that fixed source but will be transferred to the money market investment option within 30 days of allocation to fixed source if new Dollar Cost Averaging Instructions are not received;
- Any amount allocated to a variable source will be invested in that variable source and will remain in that variable investment option; and
- New Dollar Cost Averaging instructions will be required to begin a Dollar Cost Averaging program.

You should consider your ability to continue a Dollar Cost Averaging program during all economic conditions. Transfers from a Dollar Cost Averaging fixed source are not subject to an excess interest adjustment. A Dollar Cost Averaging program can be used in conjunction with Asset Rebalancing and a guaranteed lifetime withdrawal benefit (subject to any investment restrictions involving the source). There is no charge for this benefit.

The Dollar Cost Averaging Program may vary for certain policies and may not be available for all policies, in all states or at all times. See your policy for availability of the fixed account options.

Architect Guaranteed Lifetime Withdrawal Benefit

The Architect Guaranteed Lifetime Withdrawal Benefit is no longer available for new sales, but if you have previously elected this rider, you can still upgrade. See Appendix F for additional information.

Guaranteed Minimum Income Benefit

The Guaranteed Minimum Income Benefit (“GMIB”) is no longer available for new sales, but Policy Owners who elected the GMIB before May 1, 2003, can still upgrade. If you upgrade, the annual effective interest rate is currently 5% per year. See Appendix G for additional information.

Additional Death Benefit Riders

The Additional Death Benefit, Additional Death Benefit – Extra and Additional Death Distribution – II riders are no longer available for new sales. See Appendices for additional information on any these Riders.

11. OTHER INFORMATION

Transamerica Premier Life Insurance Company

On July 1, 2014, Monumental Life Insurance Company changed its name to Transamerica Premier Life Insurance Company. Transamerica Premier Life Insurance Company was incorporated under the laws of the State of Maryland on March 5, 1858. It was redomesticated to the State of Iowa on April 1, 2007. It is engaged in the sale of life and health insurance and annuity policies. The Company is a wholly-owned indirect subsidiary of Transamerica Corporation which conducts most of its operations through subsidiary companies engaged in the insurance business or in providing non-insurance financial services. All of the stock of Transamerica Corporation is indirectly owned by Aegon N.V. of The Netherlands, the securities of which are publicly traded. Aegon N.V., a holding company, conducts its business through subsidiary companies engaged primarily in the insurance business. The Company is licensed in the District of Columbia, Guam, Puerto Rico and all states except New York.

All obligations arising under the policies, including the promise to make annuity payments, are general corporate obligations of the Company. Accordingly no financial institution, brokerage firm or insurance agency is responsible for the financial obligations of the Company arising under the policies.

Financial Condition of the Company

We pay benefits under your Policy from our general account assets and/or from your Policy Value held in the Separate Account. It is important that you understand that payments of the benefits are not assured and depend upon certain factors discussed below.

Assets in the Separate Account. You assume all of the investment risk for your Policy Value that is allocated to the Subaccounts of the Separate Account. Your Policy Value in those Subaccounts constitutes a portion of the assets of the Separate Account. These assets are segregated and insulated from our general account, and may not be charged with liabilities arising from any other business that we may conduct.

Assets in the General Account. You also may be permitted to make allocations to Guaranteed Period Options of the fixed account, which are supported by the assets in our general account. Any guarantees under a policy that exceed policy value, such as those associated with any lifetime withdrawal benefit riders and any optional death benefits, are paid from our general account (and not the Separate Account). Therefore, any amounts that we may be obligated to pay under the Policy in excess of Policy Value are subject to our financial strength and claims-paying ability and our long-term ability to make such payments. The assets of the Separate Account, however, are also available to cover the liabilities of our general account, but only to the extent that the Separate Account assets exceed the Separate Account liabilities arising under the Policies supported by it.

We issue other types of insurance policies and financial products as well, and we also pay our obligations under these products from our assets in the general account.

Our Financial Condition. As an insurance company, we are required by state insurance regulation to hold a specified amount of reserves in order to meet all the contractual obligations of our general account. In order to meet our claims-paying obligations, we monitor our reserves so that we hold sufficient amounts to cover actual or expected policy and claims payments. In addition, we hedge our investments in our general account, and may require purchasers of certain of the variable insurance products that we offer to allocate premium payments and policy value in accordance with specified investment requirements. However, it is important to note that there is no guarantee that we will always be able to meet our claims-paying obligations, and that there are risks to purchasing any insurance product.

State insurance regulators also require insurance companies to maintain a minimum amount of capital, which acts as a cushion in the event that the insurer suffers a financial impairment, based on the inherent risks in the insurer's operations. These risks include those associated with losses that we may incur as the result of defaults on the payment of interest or principal on our general account assets, which include bonds, mortgages, general real estate investments, and stocks, as well as the loss in market value of these investments. We may also experience liquidity risk if our general account assets cannot be readily converted into cash to meet obligations to our policy owners or to provide the collateral necessary to finance our business operations.

How to Obtain More Information. We encourage both existing and prospective Policy Owners to read and understand our financial statements. We prepare our financial statements on a statutory basis. Our financial statements, which are presented in conformity with accounting practices prescribed or permitted by the Iowa Department of Insurance – as well as the financial statements of the separate account – are located in the Statement of Additional Information (SAI). For a copy of the SAI, simply call or write us at the phone number or address of our Administrative Office referenced in this prospectus. In addition, the SAI is available on the SEC's website at *http://www.sec.gov*. Our financial strength ratings which reflect the opinions of leading independent rating agencies of our ability to meet our obligations to our Policy owners, are available on our website at (https://www.transamerica.com/individual/what-we-do/about-us/financial-strength/), and the websites of these nationally recognized statistical ratings organizations—A.M. Best Company (www.ambest.com), Moody's Investors Service (www.moodys.com) Standard & Poor's Rating Services (www.standardandpoors.com) and Fitch, Inc. (www.fitchratings.com).

Separate Account VA CC

The Separate Account was established by TPLIC on February 1, 1992, and operates under Iowa law.

The Separate Account is a unit investment trust registered with the SEC under the 1940 Act. Such registration does not signify that the SEC supervises the management or the investment practices or policies of the Separate Account.

TPLIC owns the assets of the Separate Account, and the obligations under the Policy are obligations of TPLIC. These assets are held separately from the other assets of TPLIC and are not chargeable with liabilities incurred in any other business operation of TPLIC (except to the extent that assets in the Separate Account exceed the reserves and other liabilities of the Separate Account). TPLIC will always keep assets in the Separate Account with a value at least equal to the total Policy Value under the Policies. Income, gains, and losses incurred on the assets in the Separate Account, whether or not realized, are credited to or charged against the Separate Account without regard to other income, gains, or losses of TPLIC. Therefore, the investment performance of the Separate Account is entirely independent of the investment performance of TPLIC's general account assets or any other separate account TPLIC maintains.

The Separate Account has various Subaccounts dedicated to the Policy, each of which invests solely in a corresponding Portfolio of the underlying funds. Additional Subaccounts may be established at TPLIC's discretion. The Separate Account meets the definition of a "separate account" under Section 2(a)(37) of the 1940 Act.

Policy Owner

The Policy Owner is the person or persons designated as the Policy Owner in the customer order form to participate in the Policy and who exercises all rights under the Policy. The term shall also include any person named as Joint Owner. A Joint Owner shares ownership in all respects with the Owner. You can generally change the owner at any time by notifying us in writing at our Administrative Office. There may be limitations on your ability to change the ownership of a qualified policy. An ownership change may be a taxable event.

Annuitant

The person during whose life any annuity payments involving life contingencies will continue.

Payee

The Payee is the Policy Owner, Annuitant, beneficiary, or any other person, estate, or legal entity to whom benefits are to be paid.

Distribution of the Policies

Distribution and Principal Underwriting Agreement. We have entered into a principal underwriting agreement with our affiliate, TCI, for the distribution and sale of the Policies.

Compensation to Investment Advisers and Broker-Dealers Selling the Policies. The Policies are offered to investors through investment advisers ("advisers") that are registered as investment advisers under state and federal securities laws and may charge an investor an investment advisory fee to manage the investor's assets. The Policies are also offered to the public through broker-dealers ("selling firms") that are licensed under the federal securities laws; the selling firm and/or its affiliates is/are also licensed under state insurance laws. The selling firms have entered into written selling agreements with us and with TCI as principal underwriter for the Policies. We do not pay commissions to the advisers or the selling firms.

A limited number of representatives of Protected Investors of America ("PIA"), a broker-dealer firm, "wholesale" the Policies, that is, provide sales support to the selling firms. To the extent permitted by Financial Industry Regulatory Authority (FINRA) rules of the Financial Industry Regulatory Authority, we and/or PIA or another affiliates may provide promotional incentives in the form of cash or non-cash compensation or reimbursement to some, but not all, advisory and selling firms or organizations in connection with the sale of the Policies. We and/or our affiliates may share the costs of client appreciation events with advisory or selling firms, reimburse such firms for, among other things, the costs of exhibit booths and other items related to sponsoring marketing conferences and events, and/or provide other marketing support. To the extent permitted by FINRA Rules, we and/or our affiliates may provide certain advisors and selling representatives with occasional de minimus gifts, meals, tickets or other non-cash compensation in connection with the sale of the Policies. These special compensation arrangements are not offered to all advisory and selling firms and the terms of such arrangements may differ between firms.

You should be aware that a selling firm or its sales representatives may receive different compensation or incentives for selling one product over another. In some cases, these differences may create an incentive for the selling firm or its sales representatives to recommend or sell this Policy to you. You may wish to take such incentives into account when considering and evaluating any recommendation relating to the Policies.

Special Compensation Paid to Affiliated Firms. Our parent company provides paid-in capital to TCI and pays the cost of TCI's operating and other expenses, including costs for facilities, legal and accounting services, and other internal administrative functions. Certain costs of PIA are underwritten by our affiliates. Wholesaling representatives and their managers at PIA who meet certain productivity standards that include sales of the Policies may receive additional cash bonuses and non-cash compensation from us or our affiliates.

No specific charge is assessed directly to Policy Owners or the separate account to cover incentives or any additional payments described above. We intend to recoup our sales expenses and incentives we pay, however, through fees and charges deducted under the Policy and other corporate revenue.

Right to Cancel Period

You may return your Policy for a refund, but only if you return it within a prescribed period, which is usually 20 to 30 days after you receive the Policy, or whatever longer period may be required by state law. The amount of the refund will generally be Premiums paid, plus or minus accumulated gains or losses in the Separate Account. You bear the risk of any decline in Policy Value during the Right to Cancel Period. However, if state law requires, then we will refund your original Premium Payment(s). We will pay the refund within seven days after we receive, in good order and within the applicable period at our Administrative Office, written notice of cancellation and the returned Policy. The Policy will then be deemed void.

Assignment

The Owner has the right to assign ownership to a person or party other than himself. We reserve the right, except to the extent prohibited by applicable laws, regulations, or actions of the State insurance commissioner, to require that an assignment will be effective only upon acceptance by us, and to refuse assignments or transfers at any time on a non-discriminatory basis.

Termination for Low Value

If a partial surrender or fee (including an optional rider fee, administrative fee, or owner transaction fee) reduces your cash value below the minimum specified in your Policy, we reserve the right to terminate your Policy and send you a full distribution of your remaining cash value. All benefits associated with your annuity Policy will be terminated. Federal tax law may impose restrictions on our right to terminate certain qualified policies. We do not currently anticipate exercising this right if you have certain optional benefits, however, we reserve the right to do so. For all other Policies, including Policies with certain other optional benefits, we intend to exercise this termination provision.

Sending Forms and Transaction Requests in Good Order

We cannot process your requests for transactions relating to the Policy until we have received then in good order at our Administrative Office. "Good order" means the actual receipt by us of the instructions relating to the requested transaction in writing (or, when appropriate, by telephone or electronically), along with all forms, information and supporting legal documentation necessary to effect the transaction. This information and documentation generally includes to the extent applicable to the transaction: your completed application; the Policy number; the transaction amount (in dollars or percentage terms); the names and allocations to and/or from the Subaccounts affected by the requested transaction; the signatures of all Policy Owners (exactly as registered on the Policy), if necessary; Social Security Number or Tax I.D.; and any other information or supporting documentation that we may require, including any spousal or Joint

Owner's consents. With respect to purchase requests, "good order" also generally includes receipt (by us) of sufficient funds to affect the purchase. We may, in our sole discretion, determine whether any particular transaction request is in good order, and we reserve the right to change or waive any good order requirement at any time.

"Received" or receipt in good order generally means that everything necessary must be received *by us*, at our Administrative Office specified in the Glossary of Terms. We reserve the right to reject electronic transactions that do not meet our requirements.

Mixed and Shared Funding

The underlying fund portfolios may serve as investment vehicles for variable life insurance policies, variable annuity policies and retirement plans ("mixed funding") and shares of the underlying fund portfolios also may be sold to separate accounts of other insurance companies ("shared funding"). While the Company currently does not foresee any disadvantages to owners and participants arising from either mixed or shared funding, it is possible that the interests of owners of various policies and/or participants in various plans for which the underlying fund portfolios serve as investments might at some time be in conflict. The Company and each underlying fund portfolio's Board of Directors intend to monitor events in order to identify any material conflicts and to determine what action, if any, to take. Such action could include the sale of underlying fund portfolio shares by one or more of the separate accounts, which could have adverse consequences. Such action could also include a decision that separate funds should be established for variable life and variable annuity separate accounts. In such an event, the Company would bear the attendant expenses, but owners and plan participants would no longer have the economies of scale resulting from a larger combined fund. Please read the prospectuses for the underlying fund portfolios, which discuss the underlying fund portfolios' risks regarding mixed and shared funding, as applicable.

Exchanges and/or Reinstatements

You can generally exchange a non-qualified annuity for another in a "tax-free exchange" under Section 1035 of the Internal Revenue Code, or transfer qualified annuities directly to another life insurance company as a "trustee-to-trustee transfer". Before making the exchange or transfer, you should compare both annuities carefully. Remember that if you exchange or transfer an annuity contract for the Policy described in this prospectus, then you might have to pay a surrender charge and tax, including a penalty tax, on your old annuity contract; and there may be a new surrender charge period under this annuity and other fees and charges may be higher (or lower) under this Policy, and the benefits under this Policy may be different. You should not exchange or transfer another annuity contract for this Policy unless you determine, after knowing all of the facts, that the exchange or transfer is in your best interest and not just better for the person trying to sell you this Policy. If you decide to purchase this Policy through a exchange or transfer, you should speak to your financial professional or tax advisor to make sure that the transaction will be tax free. If you surrender your old annuity contract for cash and then buy a new annuity contract, for example, you may have to pay tax on the surrender.

You may ask us to reinstate your Policy after such an exchange, transfer, full or partial surrender and in certain limited circumstances we will allow you to do so by returning the same total dollar amount of funds distributed to applicable Subaccounts. The dollar amount will be used to purchase new Accumulation Units at the then current price. Because of changes in market value, your new Accumulation Units may be worth more or less than the units you previously owned. Generally, unless you return the original check, your annuity policy is non-qualified and a portion of the prior withdrawal was taxable, we are required to report the taxable amount of the distribution to the IRS even though the funds have been reinstated. The cost basis will be adjusted accordingly. The taxable amount will be reported on Form 1099-R which you will receive in January of the year following the distribution. We recommend that you consult a tax professional to explain the possible tax consequences of reinstatements.

Certain Offers

From time to time, the Company has (and may again) offered you some form of payment or incentive in return for terminating or modifying certain guaranteed benefits.

When the Company makes an offer, we may vary the offer amount, up or down, among the same group of policy owners based on certain criteria such as policy value and any applicable benefit base, investment allocations and the amount and type of withdrawals taken. For example, for guaranteed benefits that have benefit bases that can be reduced on either a pro rata or dollar-for-dollar basis depending on the amount of withdrawals taken, we may consider whether you have taken any withdrawal that has caused a pro rata reduction in your benefit base, as opposed to a dollar-for-dollar reduction. Also, we may increase or decrease offer amounts from offer to offer. In other words, we may make an offer to a group of policy owners based on an offer amount, and, in the future, make another offer based on a higher or lower offer amount to the remaining policy owners in the same group.

If you accept an offer that requires you to terminate a guaranteed benefit and you retain your policy, we will no longer charge you for it, and you will not be eligible for any future offers related to that type of guaranteed benefit, even if such future offer would have included a greater offer amount or different payment or incentive.

Voting Rights

The underlying funds do not hold regular meetings of shareholders. The directors/trustees of the Funds may call special meetings of shareholders as the 1940 Act or other applicable law may require. To the extent required by law, TPLIC will vote the Portfolio shares held in the Separate Account at shareholder meetings of the Funds in accordance with instructions received from persons having voting interests in the corresponding Subaccount. TPLIC will vote Fund shares as to which no timely instructions are received and those shares held by TPLIC as to which Policy Owners have no beneficial interest in proportion to the voting instructions that are received with respect to all Policies participating in that Portfolio. Voting instructions to abstain on any item to be voted upon will be applied on a pro rata basis to reduce the votes eligible to be cast.

Please note that it is possible for a small number of policy owners (assuming there is a quorum) to determine the outcome of a vote, especially if they have large policy values.

The number of votes of the Portfolio that are available will be determined as of the date established by that Portfolio for determining shareholders eligible to vote at the meeting of the Fund. Voting instructions will be solicited before such meeting in accordance with procedures established by the underlying fund.

Abandoned or Unclaimed Property

Every state has unclaimed property laws that generally provide for escheatment to the state of unclaimed property (including proceeds of annuity, life and other insurance policies) under various circumstances. In addition to the state unclaimed property laws, we may be required to escheat property pursuant to regulatory demand, finding, agreement or settlement. To help prevent such escheatment, it is important that you keep your contact and other information on file with us up to date, including the names, contact information and identifying information for owners, insureds, annuitants, beneficiaries and other payees. Such updates should be communicated in a form and manner satisfactory to us.

Legal Proceedings

We, like other life insurance companies, are subject to regulatory and legal proceedings, including class action lawsuits, in the ordinary course of our business. Such legal and regulatory matters include proceedings specific to us and other proceedings generally applicable to business practices in the industry in which we operate. In some lawsuits and regulatory proceedings involving insurers, substantial damages have been sought and/or material settlement payments have been made. Although the outcome of any litigation or regulatory proceeding cannot be predicted with certainty, at the present time, we believe that there are no pending or threatened proceedings or lawsuits that are likely to have a material adverse impact on the separate account, on TCI's ability to perform under its principal underwriting agreement, or on our ability to meet our obligations under the policy.

We are currently being audited on behalf of multiple states' treasury and controllers' offices for compliance with laws and regulations concerning the identification, reporting and escheatment of unclaimed benefits or abandoned funds. The audits focus on insurance company processes and procedures for identifying unreported death claims, and their use of the Social Security Master Death File to identify deceased policy and contract holders. In addition, we are the subject of multiple state Insurance Department inquiries and market conduct examinations with a similar focus on the handling of unreported claims and abandoned property. The audits and related examination activity have resulted in or may result in additional payments to beneficiaries, escheatment of funds deemed abandoned, administrative penalties and changes in our procedures for the identification of unreported claims and handling of escheatable property. We do not believe that any regulatory actions or agreements that have resulted from or will result from these examinations has had or will have a material adverse impact on the separate account, on TCI's ability to perform under its principal underwriting agreement, or on our ability to meet our obligations under the policy.

Cyber Security

Our variable product business is highly dependent upon the effective operation of our computer systems and those of our business partners. Consequently, our business is potentially susceptible to operational and information security risks resulting from a cyber-attack. These risks include, among other things, the theft, misuse, corruption and destruction of data maintained online or digitally, denial of service attacks on websites and other operational disruption and unauthorized release of confidential customer information. Cyber-attacks affecting us, any third party administrator, the underlying fund portfolios, intermediaries and other affiliated or third-party service provides may adversely affect us and your policy value. For instance, cyber-attacks may interfere with our processing of policy transactions, including the processing of orders from our website or with the underlying fund portfolios; cause the release and possible destruction of confidential customer or business information; impede order processing; subject us and/or our service providers and intermediaries to regulatory fines and financial losses; and/or cause reputational damage. Cyber security risks may also affect the issuers of securities in which the underlying fund portfolios invest, which may cause the underlying fund portfolios to lose value. There can be no assurance that we, the underlying fund portfolios or our service providers will avoid losses affecting your Contract that result from cyber-attacks or information security breaches.

For a complete description regarding the Company's policies for its websites, including the Privacy Policy and Terms of Use for such websites, please visit: https://www.transamerica.com/individual/privacy-policy and https://www.transamerica.com /individual/terms-of-use.

Other Transamerica Policies

We offer a variety of fixed and variable annuity policies. They may offer features, including investment options, and have fees and charges, that are different from those in the policy offered by this Prospectus. Not every policy we issue is offered through every financial intermediary. Some financial intermediaries may not offer and/or limit the offering of certain features or options, as well as limit the availability of the policies, based on issue age, or other criteria established by the financial intermediary. Upon request, your financial professional can show you information regarding other Transamerica annuity policies that he or she distributes. You can also contact us to find out more about the availability of any of the Transamerica annuity policies.

You should work with your financial professional to decide whether this policy is appropriate or you based on a thorough analysis of your particular insurance needs, financial objectives, investment goals, time horizons and risk tolerance.

TABLE OF CONTENTS FOR THE ADVISOR'S EDGE® VARIABLE ANNUITY STATEMENT OF ADDITIONAL INFORMATION

APPENDIX A
PORTFOLIOS ASSOCIATED WITH THE SUBACCOUNTS

Please Note: the Company reserves the right to change investment choices made by purchasers of the Architect Guaranteed Lifetime Withdrawal Benefit as we deem necessary to support the guarantees under these riders.

The subaccounts listed below are available under the policy for new investors, but may not be available for all policies.

SUBACCOUNT[1]	PORTFOLIO	ADVISOR/SUBADVISOR
Columbia Funds Variable Insurance Trust – Class 1 Shares		
Columbia Variable Portfolio - Small Company Growth Fund[2][3]	Columbia Variable Portfolio - Small Company Growth Fund	Columbia Management Investment Advisers, LLC
Investment Objective: Long-term capital appreciation.		
DFA Investment Dimensions Group Inc.		
VA Global Bond Portfolio[2][3]	VA Global Bond Portfolio	Dimensional Fund Advisors LP
Investment Objective: Provide a market rate of return for a fixed income portfolio with low relative volatility of returns.		
VA International Small Portfolio[2][3]	VA International Small Portfolio	Dimensional Fund Advisors LP
Investment Objective: Achieve long term capital appreciation.		
VA International Value Portfolio[2][3]	VA International Value Portfolio	Dimensional Fund Advisors LP
Investment Objective: Achieve long-term capital appreciation.		
VA Short-Term Fixed Portfolio[2][3]	VA Short-Term Fixed Portfolio	Dimensional Fund Advisors LP
Investment Objective: Achieve a stable real return in excess of the rate of inflation with a minimum risk.		
VA U.S. Large Value Portfolio[2][3]	VA U.S. Large Value Portfolio	Dimensional Fund Advisors LP
Investment Objective: Achieve long-term capital appreciation.		
VA U.S. Targeted Value Portfolio[2][3]	VA U.S. Targeted Value Portfolio	Dimensional Fund Advisors LP
Investment Objective: Achieve long-term capital appreciation.		
Federated Insurance Series		
Federated Managed Tail Risk Fund II – Primary Shares	Federated Managed Tail Risk Fund II – Primary Shares	Federated Global Investment Management Corp.
Investment Objective: Capital appreciation.		
Federated Fund for U.S. Government Securities II[1][2]	Federated Fund for U.S. Government Securities II	Federated Investment Management Company
Investment Objective: Provide current income.		
Federated High Income Bond Fund II – Primary Shares	Federated High Income Bond Fund II – Primary Shares	Federated Investment Management Company
Investment Objective: High current income.		
Federated Managed Volatility Fund II[2][3]	Federated Managed Volatility Fund II	Federated Equity Management Company of Pennsylvania
Investment Objective: Achieve high current income and moderate capital appreciation.		
Federated Prime Money Fund II[2][3][4]	Federated Prime Money Fund II[4]	Federated Investment Management Company
Investment Objective: Provide current income consistent with stability of principal and liquidity.		
Fidelity® Variable Insurance Products Fund – Initial Class		
Fidelity® VIP Contrafund® Portfolio	Fidelity® VIP Contrafund® Portfolio	Fidelity Management & Research Company
Investment Objective: Long term capital appreciation.		
Fidelity® VIP Mid Cap Portfolio	Fidelity® VIP Mid Cap Portfolio	Fidelity Management & Research Company
Investment Objective: Long term growth of capital.		
Fidelity® VIP Value Strategies Portfolio	Fidelity® VIP Value Strategies Portfolio	Fidelity Management & Research Company
Investment Objective: Capital appreciation.		
Transamerica Series Trust - Initial Class		
TA Asset Allocation - Conservative[2]	Transamerica Asset Allocation - Conservative VP	Aegon USA Investment Management, LLC
Investment Objective: Current income and preservation of capital.		
TA Asset Allocation - Growth[2]	Transamerica Asset Allocation - Growth VP	Aegon USA Investment Management, LLC
Investment Objective: Long-term capital appreciation		

SUBACCOUNT[1]	PORTFOLIO	ADVISOR/SUBADVISOR
Transamerica Series Trust - Initial Class (Continued…)		
TA Asset Allocation - Moderate[2]	Transamerica Asset Allocation - Moderate VP	Aegon USA Investment Management, LLC
Investment Objective: Capital appreciation and current income.		
TA Asset Allocation - Moderate Growth[2]	Transamerica Asset Allocation - Moderate Growth VP	Aegon USA Investment Management, LLC
Investment Objective: Capital appreciation with current income as a secondary objective.		
TA Barrow Hanley Dividend Focused [2]	Transamerica Barrow Hanley Dividend Focused VP	Barrow, Hanley, Mewhinney, & Strauss, LLC
Investment Objective: Seeks total return gained from the combination of dividend yield, growth of dividends and capital appreciation.		
TA Clarion Global Real Estate Securities[2][3]	Transamerica Clarion Global Real Estate Securities VP	CBRE Clarion Securities LLC
Investment Objective: Long-term total return from investment primarily in equity securities of real estate companies.		
TA JPMorgan Enhanced Index[2][3]	Transamerica JPMorgan Enhanced Index VP	J.P. Morgan Investment Management Inc.
Investment Objective: Earn a total return modestly in excess of the total return performance of the Standard & Poor's 500® Index (including the reinvestment of dividends) while maintaining a volatility of return similar to the S&P 500® Index.		
TA MFS International Equity[2]	Transamerica MFS International Equity VP	MFS® Investment Management
Investment Objective: Capital growth.		
TA Morgan Stanley Mid-Cap Growth[2]	Transamerica Morgan Stanley Mid-Cap Growth VP	Morgan Stanley Investment Management Inc.
Investment Objective: Capital appreciation.		
TA Multi-Managed Balanced[2][3]	Transamerica Multi-Managed Balanced VP	J.P. Morgan Investment Management Inc. and Aegon USA Investment Management, LLC
Investment Objective: High total investment return through investments in a broadly diversified portfolio of stock, bonds and money market instruments.		
TA PIMCO Total Return[2]	Transamerica PIMCO Total Return VP	Pacific Investment Management Company LLC
Investment Objective: Maximum total return consistent with preservation of capital and prudent investment management.		
TA Systematic Small/Mid Cap Value[2][3]	Transamerica Systematic Small/Mid Cap Value VP	Systematic Financial Management L.P.
Investment Objective: Maximize total return.		
TA T. Rowe Price Small Cap	Transamerica T. Rowe Price Small Cap VP	T. Rowe Price Associates, Inc.
Investment Objective: Long-term growth of capital by investing primarily in common stocks of small growth companies.		
TA TS&W International Equity[2][3]	Transamerica TS&W International Equity VP	Thompson, Siegel & Walmsley LLC
Investment Objective: Seeks maximum long-term total return.		
TA Vanguard ETF – Balanced	Transamerica Vanguard ETF Portfolio – Balanced VP	Aegon USA Investment Management, LLC
Investment Objective: Balance capital appreciation and income.		
TA Vanguard ETF – Growth	Transamerica Vanguard ETF Portfolio – Growth VP	Aegon USA Investment Management, LLC
Investment Objective: Capital appreciation as a primary objective and income as a secondary objective.		
TA WMC US Growth[2][3]	Transamerica WMC US Growth VP	Wellington Management Company, LLP
Investment Objective: Maximize long-term growth.		
Vanguard® Variable Insurance Fund		
Equity Index Portfolio[2]	Equity Index Portfolio	Vanguard Equity Investment Group[5]
Investment Objective: Track the performance of a benchmark index that measures the investment return of large-capitalization stocks.		
International Portfolio	International Portfolio	Baillie Gifford Overseas Ltd., M&G Investment Management Limited, and Schroder Investment Management North America Inc.[6]
Investment Objective: Provide long-term capital appreciation.		
Mid-Cap Index Portfolio[2]	Mid-Cap Index Portfolio	Vanguard Equity Investment Group[5]
Investment Objective: Track the performance of a benchmark index that measures the investment return of mid-capitalization stocks.		
REIT Index Portfolio[2]	REIT Index Portfolio	Vanguard Equity Investment Group[5]
Investment Objective: Provide a high level of income and moderate long-term capital appreciation by tracking the performance of a benchmark index that measures the performance of publicly traded equity REITs.		

SUBACCOUNT[1]	PORTFOLIO	ADVISOR/SUBADVISOR
Vanguard® Variable Insurance Fund (Continued…)		
Short-Term Investment-Grade Portfolio[2]	Short-Term Investment-Grade Portfolio	Vanguard's Fixed Income Group
Investment Objective: Provide current income while maintaining limited price volatility.		
Total Bond Market Index Portfolio[2]	Total Bond Market Index Portfolio	Vanguard's Fixed Income Group
Investment Objective: Track the performance of a broad, market-weighted bond index.		
Wanger Advisors Trust		
Wanger International[2][3]	Wanger International	Columbia Wanger Asset Management, LLC
Investment Objective: Long-term capital appreciation.		
Wanger USA[2][3]	Wanger USA	Columbia Wanger Asset Management, LLC
Investment Objective: Long-term capital appreciation.		
Wells Fargo Advantage Variable Trust Funds – Class 2		
WFAVT Small Cap Value Fund[2][3]	WFAVT Small Cap Value Fund	Wells Fargo Funds Management, LLC
Investment Objective: Long-term capital appreciation.		

(1) Some Subaccounts may be available for certain policies and may not be available for all policies. You should work with your registered representative to decide which subaccount(s) may be appropriate for you based on a thorough analysis of your particular insurance needs, financial objectives, investment goals, time horizons, and risk tolerance.

(2) Owners of Policy Number AV515 101 130 600 may only invest in these funds.

(3) Owners of Policy Number NA103 may only invest in these funds.

(4) There can be no assurance that the Federated Prime Money Fund II portfolio will be able to maintain a stable net asset value per share. During extended periods of low interest rates, and partly as a result of Policy charges, the yield on the Federated Prime Money Fund II subaccount may become extremely low and possibly negative.

(5) On or about May 1, 2015, Vanguard's Quantitative Equity Group will change its name to Vanguard Equity Investment Group.

(6) On or about May 1, 2015, M&G Investment Management Limited will be added as a subadvisor.

Additional Information:

The following subaccounts were closed to new investments on May 1, 2006:

SUBACCOUNT	PORTFOLIO	ADVISOR/SUBADVISOR
AB Variable Products Series Fund, Inc. – Class B[1]		
AB Global Thematic Growth Portfolio[2]	AB Global Thematic Growth Portfolio[2]	AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.		
AB Growth Portfolio[3]	AB Growth Portfolio[3]	AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.		
AB Large Cap Growth Portfolio[4]	AB Large Cap Growth Portfolio[4]	AllianceBernstein L.P.
Investment Objective: Long-term growth of capital.		
Columbia Funds Variable Series Trust II – Class 2 Shares		
Columbia Variable Portfolio - Mid Cap Growth Fund[5]	Columbia Variable Portfolio - Mid Cap Growth Fund[5]	Columbia Management Investment Advisers, LLC
Investment Objective: Seeks to provide shareholders with growth of capital.		
Columbia Variable Portfolio - Seligman Global Technology Fund	Columbia Variable Portfolio - Seligman Global Technology Fund	Columbia Management Investment Advisers, LLC
Investment Objective: Seeks to provide shareholders with long-term capital appreciation.		
Dreyfus Variable Investment Fund - Service Class		
Dreyfus VIF - Appreciation Portfolio	Dreyfus VIF - Appreciation Portfolio	The Dreyfus Corporation
Investment Objective: Long-term capital growth consistent with the preservation of capital. Its secondary goal is current income.		
The Dreyfus Socially Responsible Growth Fund, Inc. - Service Class		The Dreyfus Corporation
Investment Objective: Provide capital growth, with current income as a secondary goal.		
Transamerica Series Trust - Initial Class		
TA Morgan Stanley Capital Growth	Transamerica Morgan Stanley Capital Growth VP	Morgan Stanley Investment Management Inc.
Investment Objective: Maximize long-term growth.		

Effective December 12, 2011, the following subaccounts are closed to new investments:

SUBACCOUNT	PORTFOLIO	ADVISOR/SUBADVISOR
Nationwide Variable Insurance Trust – Class II		
NVIT Developing Markets Fund	NVIT Developing Markets Fund	Nationwide Fund Advisors
Investment Objective: Long-term capital appreciation.		

(1) Effective May 1, 2015, AllianceBernstein Variable Products Series Fund, Inc. will change its name to AB Variable Products Series Fund, Inc.
(2) Effective May 1, 2015, AllianceBernstein Global Thematic Growth Portfolio will change its name to AB Global Thematic Growth Portfolio.
(3) Effective May 1, 2015, AllianceBernstein Growth Portfolio will change its name to AB Growth Portfolio.
(4) Effective May 1, 2015, AllianceBernstein Large Cap Growth Portfolio will change its name to AB Large Cap Growth Portfolio.
(5) Effective May 1, 2015 Columbia Variable Portfolio – Mid Cap Growth Opportunities Fund will change its name to Columbia Variable Portfolio – Mid Cap Growth Fund.

APPENDIX B

CONDENSED FINANCIAL INFORMATION

The accumulation unit values and the number of accumulation units outstanding for each subaccount from the date of inception are shown in the following tables.

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Vanguard ETF - Balanced – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.282554	$1.336896	259,232.206
	2013	$1.153884	$1.282554	497,955.165
	2012	$1.067670	$1.153884	627,703.107
	2011	$1.056959	$1.067670	102,713.406
	2010	$0.956826	$1.056959	71,892.693
	2009	$0.824965	$0.956826	42,838.621
	2008	$1.000000	$0.824965	0.000
TA Vanguard ETF - Growth – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.308832	$1.355948	2,277,958.566
	2013	$1.105100	$1.308832	772,665.077
	2012	$0.994000	$1.105100	379,346.415
	2011	$1.008092	$0.994000	0.000
	2010	$0.895838	$1.008092	0.000
	2009	$0.728318	$0.895838	0.000
	2008	$1.000000	$0.728318	0.000
TA Asset Allocation - Conservative – Initial Class Subaccount Inception Date May 1, 2002	2014	$1.630910	$1.657488	379,895.786
	2013	$1.499440	$1.630910	462,499.871
	2012	$1.403049	$1.499440	512,850.487
	2011	$1.374260	$1.403049	432,326.364
	2010	$1.268516	$1.374260	360,937.378
	2009	$1.018565	$1.268516	387,580.032
	2008	$1.299417	$1.018565	964,929.958
	2007	$1.228196	$1.299417	767,543.052
	2006	$1.260418	$1.228196	212,157.370
	2005	$1.078659	$1.260418	129,069.005
	2004	$1.000	$1.078659	4,104.603
TA Asset Allocation - Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.811576	$1.850848	4,719,357.122
	2013	$1.436428	$1.811576	3,415,399.294
	2012	$1.282778	$1.436428	430,733.438
	2011	$1.363690	$1.282778	581,760.115
	2010	$1.192845	$1.363690	1,189,520.019
	2009	$0.923906	$1.192845	1,080,335.720
	2008	$1.538963	$0.923906	1,166,726.389
	2007	$1.436100	$1.538963	771,284.336
	2006	$1.248926	$1.436100	700,412.105
	2005	$1.118828	$1.248926	119,059.197
	2004	$1.000	$1.118828	114,238.364
TA Asset Allocation - Moderate - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.734390	$1.772630	779,172.525
	2013	$1.536502	$1.734390	682,971.809
	2012	$1.411786	$1.536502	1,934,548.084
	2011	$1.411270	$1.411786	1,091,040.273
	2010	$1.285632	$1.411270	1,290,599.242
	2009	$1.022695	$1.285632	586,809.512
	2008	$1.388981	$1.022695	393,145.172
	2007	$1.293739	$1.388981	313,286.324
	2006	$1.166896	$1.293739	133,521.853
	2005	$1.092010	$1.166896	66,486.533
	2004	$1.000	$1.092010	0.000

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Asset Allocation - Moderate Growth - Initial Class	2014	$1.796275	$1.832396	943,627.779
Subaccount Inception Date May 1, 2002	2013	$1.512914	$1.796275	973,699.547
	2012	$1.374915	$1.512914	734,434.767
	2011	$1.410857	$1.374915	771,500.925
	2010	$1.258454	$1.410857	839,680.418
	2009	$0.987354	$1.258454	847,103.246
	2008	$1.476567	$0.987354	1,072,576.476
	2007	$1.377156	$1.476567	464,639.928
	2006	$1.216429	$1.377156	903,987.927
	2005	$1.112818	$1.216429	581,103.580
	2004	$1.000	$1.112818	0.000
TA Barrow Hanley Dividend Focused - Initial Class	2014	$1.620652	$1.807942	635,746.440
Subaccount Inception Date November 19, 2009	2013	$1.251171	$1.620652	579,190.107
	2012	$1.126081	$1.251171	575,401.757
	2011	$1.102115	$1.126081	359,948.519
	2010	$1.003382	$1.102115	232,553.595
	2009	$0.984675	$1.003382	237,340.135
TA Clarion Global Real Estate Securities - Initial Class	2014	$2.130748	$2.406530	360,075.639
Subaccount Inception Date May 3, 1999	2013	$2.062127	$2.130748	405,412.852
	2012	$1.655473	$2.062127	378,122.148
	2011	$1.765861	$1.655473	419,114.706
	2010	$1.535077	$1.765861	394,779.736
	2009	$1.156909	$1.535077	445,380.460
	2008	$2.018884	$1.156909	628,155.628
	2007	$2.175950	$2.018884	513,184.297
	2006	$1.537803	$2.175950	252,119.533
	2005	$1.362646	$1.537803	154,572.954
	2004	$1.000	$1.362646	161,625.168
TA JPMorgan Enhanced Index - Initial Class	2014	$1.892228	$2.148826	261,726.506
Subaccount Inception Date October 13, 1997	2013	$1.435770	$1.892228	183,563.827
	2012	$1.240819	$1.435770	171,691.737
	2011	$1.238482	$1.240819	311,107.676
	2010	$1.081213	$1.238482	385,231.526
	2009	$0.838923	$1.081213	401,044.126
	2008	$1.346440	$0.838923	256,453.245
	2007	$1.295117	$1.346440	331,287.149
	2006	$1.129319	$1.295117	93,601.166
	2005	$1.097549	$1.129319	69,603.889
	2004	$1.000	$1.097549	40,111.820
TA Morgan Stanley Capital Growth - Initial Class	2014	$2.128665	$2.244120	0.000
Subaccount Inception Date June 18, 2001	2013	$1.443767	$2.128665	0.000
	2012	$1.256400	$1.443767	0.000
	2011	$1.341185	$1.256400	0.000
	2010	$1.058220	$1.341185	0.000
	2009	$0.831861	$1.058220	0.000
	2008	$1.314449	$0.831861	0.000
	2007	$1.308160	$1.314449	0.000
	2006	$1.109463	$1.308160	0.000
	2005	$1.071846	$1.109463	0.000
	2004	$1.000	$1.071846	0.000
TA MFS International Equity - Initial Class	2014	$1.994555	$1.881012	167,926.636
Subaccount Inception Date May 1, 2002	2013	$1.698287	$1.994555	200,881.847
	2012	$1.397933	$1.698287	227,121.399
	2011	$1.562771	$1.397933	473,110.240
	2010	$1.422107	$1.562771	389,811.459
	2009	$1.077700	$1.422107	411,216.796
	2008	$1.674640	$1.077700	441,777.737
	2007	$1.542705	$1.674640	379,399.884
	2006	$1.260418	$1.542705	258,477.899
	2005	$1.122870	$1.260418	129,069.005
	2004	$1.000	$1.122870	36,078.514

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA PIMCO Total Return – Initial Class Subaccount Inception Date May 1, 2002	2014	$1.549087	$1.612614	5,963,999.613
	2013	$1.598305	$1.549087	7,862,674.407
	2012	$1.494323	$1.598305	9,943,019.319
	2011	$1.413893	$1.494323	11,782,800.113
	2010	$1.326254	$1.413893	10,196,923.483
	2009	$1.149262	$1.326254	9,124,055.609
	2008	$1.188790	$1.149262	6,203,011.050
	2007	$1.097177	$1.188790	5,077,216.956
	2006	$1.058625	$1.097177	3,164,946.110
	2005	$1.040208	$1.058625	1,721,066.694
	2004	$1.000	$1.040208	561,646.080
TA T. Rowe Price Small Cap – Initial Class Subaccount Inception Date May 1, 2006	2014	$2.028426	$2.149462	1,595,835.656
	2013	$1.415681	$2.028426	2,141,568.001
	2012	$1.230432	$1.415681	2,301,891.751
	2011	$1.216589	$1.230432	1,592,777.094
	2010	$0.910011	$1.216589	1,442,249.097
	2009	$0.659690	$0.910011	838,118.409
	2008	$1.040547	$0.659690	715,910.224
	2007	$0.954575	$1.040547	262,101.974
	2006	$1.000	$0.954575	44,719.318
TA Systematic Small Mid-Cap Value – Initial Class Subaccount Inception Date October 13, 1997	2014	$1.657974	$1.735067	327,622.757
	2013	$1.222947	$1.657974	485,197.677
	2012	$1.056566	$1.222947	549,551.063
	2011	$1.091360	$1.056566	491,955.689
	2010	$0.841446	$1.091360	526,335.373
	2009	$0.590776	$0.841446	668,041.369
	2008	$1.000000	$0.590776	140,012.394
TA WMC US Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.860135	$2.055358	356,236.138
	2013	$1.411978	$1.860135	520,311.613
	2012	$1.254574	$1.411978	694,903.240
	2011	$1.310367	$1.254574	910,948.026
	2010	$1.118382	$1.310367	862,865.459
	2009	$0.870411	$1.118382	1,109,145.835
	2008	$1.620935	$0.870411	1,512,671.608
	2007	$1.401632	$1.620935	1,201,079.421
	2006	$1.296355	$1.401632	1,342,656.752
	2005	$1.118505	$1.296355	729,190.869
	2004	$1.000	$1.118505	210,858.102
TA TS&W International Equity - Initial Class Subaccount Inception Date October 13, 1997	2014	$1.845184	$1.739944	177,156.449
	2013	$1.492111	$1.845184	156,720.166
	2012	$1.285091	$1.492111	174,045.885
	2011	$1.507650	$1.285091	559,788.945
	2010	$1.397456	$1.507650	496,739.088
	2009	$1.116224	$1.397456	522,136.676
	2008	$1.834932	$1.116224	727,021.303
	2007	$1.596045	$1.834932	702,492.581
	2006	$1.299360	$1.596045	448,649.730
	2005	$1.148143	$1.299360	127,803.009
	2004	$1.000	$1.148143	8,830.040
TA Morgan Stanley Mid-Cap Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$2.429528	$2.416604	102,542.378
	2013	$1.755691	$2.429528	159,972.350
	2012	$1.618424	$1.755691	160,815.402
	2011	$1.744344	$1.618424	166,339.241
	2010	$1.309877	$1.744344	50,435.019
	2009	$0.820308	$1.309877	56,992.963
	2008	$1.535703	$0.820308	88,620.353
	2007	$1.260225	$1.535703	149,848.957
	2006	$1.152927	$1.260225	18,455.707
	2005	$1.077895	$1.152927	25,335.923
	2004	$1.000	$1.077895	2,180.440
TA Multi-Managed Balanced – Initial Class Subaccount Inception Date April 29, 2010	2014	$1.546583	$1.704384	90,483.921
	2013	$1.316836	$1.546583	68,101.294
	2012	$1.176266	$1.316836	103,580.040
	2011	$1.136839	$1.176266	95,900.235
	2010	$1.000000	$1.136839	98,391.109

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
AB Global Thematic Growth Portfolio - Class B[1]	2014	$1.441581	$1.502604	0.000
Subaccount Inception Date June 18, 2001	2013	$1.179169	$1.441581	0.000
	2012	$1.047049	$1.179169	0.000
	2011	$1.374575	$1.047049	0.000
	2010	$1.165560	$1.374575	0.000
	2009	$0.765291	$1.165560	0.000
	2008	$1.464765	$0.765291	0.000
	2007	$1.228466	$1.464765	0.000
	2006	$1.139690	$1.228466	0.000
	2005	$1.105608	$1.139690	0.000
	2004	$1.000	$1.105608	0.000
AB Growth Portfolio - Class B[2]	2014	$1.720837	$1.933281	0.000
Subaccount Inception Date June 18, 2001	2013	$1.293913	$1.720837	0.000
	2012	$1.145509	$1.293913	0.000
	2011	$1.140747	$1.145509	0.000
	2010	$0.999187	$1.140747	0.000
	2009	$0.756153	$0.999187	0.000
	2008	$1.324518	$0.756153	2,639.758
	2007	$1.182149	$1.324518	2,644.553
	2006	$1.203577	$1.182149	2,648.935
	2005	$1.084054	$1.203577	2,517.732
	2004	$1.000	$1.084054	0.000
AB Large Cap Growth Portfolio - Class B[3]	2014	$1.878601	$2.126887	0.000
Subaccount Inception Date June 18, 2001	2013	$1.378803	$1.878601	0.000
	2012	$1.188007	$1.378803	0.000
	2011	$1.241110	$1.188007	0.000
	2010	$1.136230	$1.241110	0.000
	2009	$0.833296	$1.136230	0.000
	2008	$1.392334	$0.833296	0.000
	2007	$1.232274	$1.392334	0.000
	2006	$1.247020	$1.232274	0.000
	2005	$1.091803	$1.247020	0.000
	2004	$1.000	$1.091803	65,072.971
Columbia Variable Portfolio - Small Company Growth Fund - Class 1	2014	$1.903029	$1.804840	183,138.306
Subaccount Inception Date March 31, 1997	2013	$1.362210	$1.903029	212,301.565
	2012	$1.222946	$1.362210	318,034.678
	2011	$1.301870	$1.222946	1,283,502.108
	2010	$1.019669	$1.301870	1,333,968.627
	2009	$0.815936	$1.019669	1,507,463.629
	2008	$1.386478	$0.815936	1,502,775.924
	2007	$1.228771	$1.386478	1,182,081.281
	2006	$1.099205	$1.228771	681,678.979
	2005	$1.076070	$1.099205	193,994.486
	2004	$1.000000	$1.076070	7,878.795
DFA - VA Global Bond Portfolio	2014	$1.371194	$1.403019	24,722,595.673
Subaccount Inception Date January 18,1995	2013	$1.383599	$1.371194	25,307,714.796
	2012	$1.326816	$1.383599	28,154,461.136
	2011	$1.276512	$1.326816	30,544,841.298
	2010	$1.216257	$1.276512	27,489,081.042
	2009	$1.166786	$1.216257	24,320,066.182
	2008	$1.123164	$1.166786	23,645,911.860
	2007	$1.071359	$1.123164	24,702,782.312
	2006	$1.038489	$1.071359	17,043,022.035
	2005	$1.026981	$1.038489	10,115,002.707
	2004	$1.000	$1.026981	1,609,345.206

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA International Small Portfolio Subaccount Inception Date October 6, 1995	2014	$2.355228	$2.207002	9,577,010.478
	2013	$1.863682	$2.355228	10,328,924.938
	2012	$1.569306	$1.863682	11,283,851.852
	2011	$1.852496	$1.569306	10,667,282.971
	2010	$1.492516	$1.852496	11,587,229.647
	2009	$1.072963	$1.492516	11,175,721.849
	2008	$1.888752	$1.072963	12,705,195.375
	2007	$1.781597	$1.888752	9,642,915.761
	2006	$1.435123	$1.781597	7,277,921.656
	2005	$1.184747	$1.435123	3,701,880.900
	2004	$1.000	$1.184747	1,079,399.615
DFA - VA International Value Portfolio Subaccount Inception Date October 3, 1995	2014	$1.941515	$1.792659	12,960,293.062
	2013	$1.604747	$1.941515	14,088,413.172
	2012	$1.379326	$1.604747	14,138,351.944
	2011	$1.669979	$1.379326	14,600,391.517
	2010	$1.519222	$1.669979	14,098,149.768
	2009	$1.107430	$1.519222	13,511,942.647
	2008	$2.054780	$1.107430	16,171,057.692
	2007	$1.865555	$2.054780	13,536,723.446
	2006	$1.394929	$1.865555	10,118,581.452
	2005	$1.204565	$1.394929	4,527,535.821
	2004	$1.000	$1.204565	1,098,010.563
DFA - VA U.S. Large Value Portfolio Subaccount Inception Date January 18,1995	2014	$2.165880	$2.349701	22,141,704.086
	2013	$1.546517	$2.165880	23,887,005.401
	2012	$1.275236	$1.546517	25,850,419.855
	2011	$1.327747	$1.275236	27,984,357.957
	2010	$1.106748	$1.327747	27,175,356.849
	2009	$0.856492	$1.106748	27,252,507.929
	2008	$1.432980	$0.856492	28,954,217.965
	2007	$1.484593	$1.432980	23,325,121.638
	2006	$1.245911	$1.484593	17,079,139.960
	2005	$1.142164	$1.245911	7,959,434.213
	2004	$1.000	$1.142164	1,623,268.250
DFA - VA Short-Term Fixed Portfolio Subaccount Inception Date October 9, 1995	2014	$1.163642	$1.159058	27,397,629.591
	2013	$1.167158	$1.163642	28,618,496.702
	2012	$1.163881	$1.167158	26,323,982.936
	2011	$1.165303	$1.163881	27,619,083.661
	2010	$1.158826	$1.165303	25,600,205.839
	2009	$1.143824	$1.158826	23,197,727.674
	2008	$1.106381	$1.143824	22,153,547.907
	2007	$1.059756	$1.106381	18,693,052.664
	2006	$1.018433	$1.059756	11,502,798.007
	2005	$1.002169	$1.018433	4,844,887.820
	2004	$1.000	$1.002169	1,690,345.121
DFA - VA U.S. Targeted Value Portfolio Subaccount Inception Date October 6, 1995	2014	$2.118877	$2.185398	13,395,976.329
	2013	$1.473142	$2.118877	15,348,377.894
	2012	$1.233228	$1.473142	16,843,815.092
	2011	$1.299073	$1.233228	19,453,445.151
	2010	$1.012026	$1.299073	20,626,428.728
	2009	$0.803667	$1.012026	20,645,977.616
	2008	$1.281459	$0.803667	22,104,503.761
	2007	$1.497585	$1.281459	17,571,178.740
	2006	$1.244835	$1.497585	11,778,721.252
	2005	$1.181284	$1.244835	6,557,739.077
	2004	$1.000	$1.181284	1,481,443.695

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
The Dreyfus Socially Responsible Growth Fund, Inc. - Service Class Subaccount Inception Date June 18, 2001	2014	$1.828036	$2.056784	49,928.774
	2013	$1.371760	$1.828036	59,654.632
	2012	$1.234878	$1.371760	71,378.576
	2011	$1.233616	$1.234878	71,390.189
	2010	$1.082890	$1.233616	71,402.404
	2009	$0.815983	$1.082890	71,417.199
	2008	$1.254242	$0.815983	137,890.954
	2007	$1.173250	$1.254242	137,910.231
	2006	$1.082694	$1.173250	137,922.169
	2005	$1.053324	$1.082694	137,941.974
	2004	$1.000	$1.053324	0.000
Dreyfus - VIF Appreciation - Service Class Subaccount Inception Date June 18, 2001	2014	$1.804253	$1.934822	13,776.336
	2013	$1.501478	$1.804253	14,580.543
	2012	$1.370804	$1.501478	15,468.497
	2011	$1.267551	$1.370804	18,596.459
	2010	$1.107853	$1.267551	19,803.400
	2009	$0.911363	$1.107853	21,163.256
	2008	$1.303950	$0.911363	22,741.734
	2007	$1.227080	$1.303950	24,194.822
	2006	$1.061729	$1.227080	35,276.271
	2005	$1.025329	$1.061729	8,736.937
	2004	$1.000	$1.025329	2,157.417
Federated Managed Tail Risk Fund II – Primary Shares Subaccount Inception Date March 11, 2010	2014	$1.297409	$1.277828	196,892.194
	2013	$1.120234	$1.297409	192,380.325
	2012	$1.022406	$1.120234	104,705.166
	2011	$1.085469	$1.022406	158,071.774
	2010	$1.000000	$1.085469	192,782.509
Federated Managed Volatility Fund II Subaccount Inception Date July 20, 1995	2014	$2.218264	$2.292403	145,421.983
	2013	$1.832118	$2.218264	164,314.725
	2012	$1.622410	$1.832118	161,014.513
	2011	$1.556992	$1.622410	155,531.960
	2010	$1.396754	$1.556992	192,829.211
	2009	$1.094841	$1.396754	179,202.898
	2008	$1.382658	$1.094841	136,085.458
	2007	$1.336351	$1.382658	113,609.061
	2006	$1.161939	$1.336351	243,287.978
	2005	$1.099232	$1.161939	23,809.132
	2004	$1.000	$1.099232	15,878.293
Federated Fund for U.S. Government Securities II Subaccount Inception Date June 28, 1995	2014	$1.366603	$1.421945	1,242,596.936
	2013	$1.402897	$1.366603	1,299,994.340
	2012	$1.369895	$1.402897	1,806,935.644
	2011	$1.302183	$1.369895	1,948,516.317
	2010	$1.245018	$1.302183	2,229,996.944
	2009	$1.189884	$1.245018	1,960,127.325
	2008	$1.147364	$1.189884	1,747,893.866
	2007	$1.085483	$1.147364	869,805.893
	2006	$1.048066	$1.085483	729,479.406
	2005	$1.032882	$1.048066	505,328.404
	2004	$1.000	$1.032882	9,986.555
Federated High Income Bond Fund II – Primary Shares Subaccount Inception Date September 18, 1995	2014	$2.024205	$2.067323	1,270,951.255
	2013	$1.902388	$2.024205	1,551,619.213
	2012	$1.667781	$1.902388	1,577,501.399
	2011	$1.594544	$1.667781	1,679,384.387
	2010	$1.397475	$1.594544	3,043,489.585
	2009	$0.919313	$1.397475	3,563,686.031
	2008	$1.249061	$0.919313	1,955,068.061
	2007	$1.214340	$1.249061	1,705,968.465
	2006	$1.101934	$1.214340	1,201,066.626
	2005	$1.079295	$1.101934	1,108,773.511
	2004	$1.000	$1.079295	236,889.337

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Federated Prime Money Fund II Subaccount Inception Date December 7, 1994	2014	$1.105704	$1.099560	5,447,389.956
	2013	$1.111853	$1.105704	5,066,738.221
	2012	$1.118037	$1.111853	4,770,515.719
	2011	$1.124204	$1.118037	5,186,339.068
	2010	$1.130399	$1.124204	4,355,472.621
	2009	$1.131506	$1.130399	6,943,895.456
	2008	$1.109538	$1.131506	12,086,785.967
	2007	$1.065016	$1.109538	6,289,166.390
	2006	$1.024237	$1.065016	3,442,728.615
	2005	$1.002774	$1.024237	1,587,529.153
	2004	$1.000	$1.002774	597,816.500
Fidelity VIP Contrafund® Portfolio – Initial Class Subaccount Inception Date May 1, 2006	2014	$1.598014	$1.779080	2,041,383.610
	2013	$1.223888	$1.598014	2,188,591.349
	2012	$1.057117	$1.223888	2,794,766.651
	2011	$1.090458	$1.057117	3,359,787.345
	2010	$0.935408	$1.090458	2,949,378.269
	2009	$0.693067	$0.935408	3,626,583.264
	2008	$1.212285	$0.693067	3,751,071.513
	2007	$1.036620	$1.212285	4,029,763.806
	2006	$1.000	$1.036620	341,351.166
Fidelity VIP Mid Cap Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$2.743427	$2.899938	215,818.308
	2013	$2.024892	$2.743427	211,154.096
	2012	$1.773109	$2.024892	214,277.025
	2011	$1.994516	$1.773109	282,210.672
	2010	$1.556636	$1.994516	307,699.431
	2009	$1.117303	$1.556636	334,787.177
	2008	$1.855218	$1.117303	414,069.997
	2007	$1.613357	$1.855218	366,047.285
	2006	$1.439409	$1.613357	187,297.812
	2005	$1.223374	$1.439409	65,050.705
	2004	$1.000	$1.223374	46,012.045
Fidelity VIP Value Strategies Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$1.998232	$2.122340	118,922.924
	2013	$1.539713	$1.998232	142,416.441
	2012	$1.216379	$1.539713	137,000.901
	2011	$1.341168	$1.216379	126,916.519
	2010	$1.064914	$1.341168	154,027.967
	2009	$0.679483	$1.064914	176,681.259
	2008	$1.398968	$0.679483	291,356.188
	2007	$1.330520	$1.398968	383,091.488
	2006	$1.149967	$1.330520	41,272.189
	2005	$1.126292	$1.149967	1,921.173
	2004	$1.000	$1.126292	0.000
NVIT Developing Markets Fund Subaccount Inception Date February 5, 1996	2014	$2.052199	$1.921641	1,012,225.534
	2013	$2.062810	$2.052199	1,449,955.926
	2012	$1.776125	$2.062810	1,632,675.449
	2011	$2.301543	$1.776125	3,170,993.761
	2010	$1.992584	$2.301543	2,945,391.774
	2009	$1.235024	$1.992584	2,760,927.408
	2008	$2.946926	$1.235024	2,383,823.428
	2007	$2.064819	$2.946926	1,550,113.773
	2006	$1.542746	$2.064819	1,331,971.165
	2005	$1.179473	$1.542746	490,060.775
	2004	$1.000	$1.179473	277,782.740
Columbia Variable Portfolio – Mid Cap Growth Fund- Class 2 Shares(4) Subaccount Inception Date April 26, 2013	2014	$1.203852	$1.282785	4,924.943
	2013	$1.000000	$1.203852	4,965.547

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Columbia Variable Portfolio - Seligman Global Technology Fund - Class 2 Shares Subaccount Inception Date June 18, 2001	2014	$2.077689	$2.585335	2,695.509
	2013	$1.664895	$2.077689	2,697.765
	2012	$1.564145	$1.664895	2,700.545
	2011	$1.674175	$1.564145	9,556.207
	2010	$1.462798	$1.674175	853.896
	2009	$0.907188	$1.462798	855.028
	2008	$1.530125	$0.907188	20,162.572
	2007	$1.334567	$1.530125	20,163.653
	2006	$1.029715	$1.334567	22,421.699
	2005	$1.062001	$1.140132	18,917.450
	2004	$1.000	$1.062001	4,854.719
Vanguard - Equity Index Subaccount Inception Date May 1, 2002	2014	$1.901441	$2.146446	14,104,314.687
	2013	$1.446429	$1.901441	16,506,091.240
	2012	$1.255352	$1.446429	18,432,417.670
	2011	$1.238292	$1.255352	19,430,199.644
	2010	$1.083510	$1.238292	20,134,746.258
	2009	$0.861621	$1.083510	19,554,877.060
	2008	$1.373795	$0.861621	19.690,942.684
	2007	$1.310847	$1.373795	14,535,424.379
	2006	$1.139110	$1.310847	7,478,645.559
	2005	$1.092958	$1.139110	3,858,975.816
	2004	$1.000	$1.092958	1,052,682.307
Vanguard - Mid-Cap Index Subaccount Inception Date May 1, 2002	2014	$2.429391	$2.744527	2,882,410.540
	2013	$1.810399	$2.429391	2,749,353.086
	2012	$1.571806	$1.810399	2,901,022.481
	2011	$1.613291	$1.571806	2,899,306.904
	2010	$1.293906	$1.613291	3,325,869.438
	2009	$0.926841	$1.293906	2,615,960.809
	2008	$1.601737	$0.926841	3,162,118.705
	2007	$1.517423	$1.601737	2,836,507.862
	2006	$1.341289	$1.517423	1,429,823.986
	2005	$1.183281	$1.341289	1,013,469.352
	2004	$1.000	$1.183281	380,084.611
Vanguard – REIT Index Subaccount Inception Date May 1, 2002	2014	$2.177089	$2.817088	3,930,249.776
	2013	$2.139181	$2.177089	4,123,497.625
	2012	$1.831272	$2.139181	4,157,860.648
	2011	$1.698041	$1.831272	4,580,975.253
	2010	$1.331277	$1.698041	4,695,348.664
	2009	$1.036509	$1.331277	4,289,469.942
	2008	$1.660857	$1.036509	4,248,364.410
	2007	$2.002473	$1.660857	2,999,281.905
	2006	$1.492233	$2.002473	1,654,504.201
	2005	$1.341632	$1.492233	1,010,789.382
	2004	$1.000	$1.341632	578,009.324
Vanguard – International Subaccount Inception Date May 1, 2007	2014	$1.219565	$1.139447	5,271,874.031
	2013	$0.994896	$1.219565	4,802,652.835
	2012	$0.832703	$0.994896	4,552,739.734
	2011	$0.968367	$0.832703	4,017,440.775
	2010	$0.841396	$0.968367	3,562,794.006
	2009	$0.592522	$0.841396	3,757,805.694
	2008	$1.081634	$0.592522	2,895,275.388
	2007	$1.000000	$1.081634	842,884.524
Vanguard – Short-Term Investment-Grade Subaccount Inception Date May 1, 2002	2014	$1.365184	$1.381553	19,391,635.075
	2013	$1.358063	$1.365184	19,072,304.801
	2012	$1.307796	$1.358063	16,155,983.892
	2011	$1.288989	$1.307796	16,154,165.365
	2010	$1.231782	$1.288989	13,162,048.670
	2009	$1.087801	$1.231782	10,722,636.018
	2008	$1.132937	$1.087801	8,640,633.739
	2007	$1.074433	$1.132937	8,905,675.191
	2006	$1.029715	$1.074433	5,888,569.171
	2005	$1.012584	$1.029715	2,464,231.921
	2004	$1.000	$1.012584	363,467.388

		0.55%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Vanguard - Total Bond Market Index	2014	$1.467914	$1.545889	12,173,341.036
Subaccount Inception Date May 1, 2002	2013	$1.510573	$1.467914	12,613,454.766
	2012	$1.460162	$1.510573	11,809,156.552
	2011	$1.363810	$1.460162	12,366,717.589
	2010	$1.287613	$1.363810	12,631,158.324
	2009	$1.222091	$1.287613	12,084,595.081
	2008	$1.167765	$1.222091	11,063,437.012
	2007	$1.097566	$1.167765	10,869,457.595
	2006	$1.058026	$1.097566	5,572,693.009
	2005	$1.038902	$1.058026	1,813,910.816
	2004	$1.000	$1.038902	969,309.680
Wanger International	2014	$2.907858	$2.764590	510,223.094
Subaccount Inception Date September 18, 1995	2013	$2.389405	$2.907858	521,190.292
	2012	$1.976427	$2.389405	620,223.101
	2011	$2.327607	$1.976427	630,732.142
	2010	$1.873547	$2.327607	342,666.288
	2009	$1.257719	$1.873547	337,204.419
	2008	$2.324809	$1.257719	510,860.794
	2007	$2.009822	$2.324809	597,433.784
	2006	$1.473344	$2.009822	797,593.401
	2005	$1.219009	$1.473344	631,226.179
	2004	$1.000	$1.219009	17,144.274
Wanger USA	2014	$2.288806	$2.385202	806,150.664
Subaccount Inception Date September 20, 1995	2013	$1.720615	$2.288806	890,067.649
	2012	$1.441581	$1.720615	950,497.855
	2011	$1.501956	$1.441581	1,125,215.805
	2010	$1.224314	$1.501956	1,182,530.197
	2009	$0.865542	$1.224314	1,379,339.449
	2008	$1.442963	$0.865542	1,704,331.067
	2007	$1.376751	$1.442963	1,635,285.301
	2006	$1.283262	$1.376751	1,315,856.373
	2005	$1.159786	$1.283262	822,085.042
	2004	$1.000	$1.159786	328,296.201
WFAVT Small Cap Value Fund	2014	$1.910872	$1.985125	133,053.669
Subaccount Inception Date October 13, 1997	2013	$1.674364	$1.910872	180,884.471
	2012	$1.476911	$1.674364	176,817.882
	2011	$1.601330	$1.476911	112,754.107
	2010	$1.373235	$1.601330	136,035.960
	2009	$0.862034	$1.373235	99,041.957
	2008	$1.563184	$0.862034	106,379.214
	2007	$1.582839	$1.563184	127,056.318
	2006	$1.375293	$1.582839	82,764.543
	2005	$1.186971	$1.375293	23,674.028
	2004	$1.000	$1.186971	1,183.966

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Vanguard ETF - Balanced – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.278901	$1.332422	290,144.733
	2013	$1.151172	$1.278901	677,186.992
	2012	$1.065703	$1.151172	2,128,983.991
	2011	$1.055539	$1.065703	0.000
	2010	$0.956015	$1.055539	1,064,533.808
	2009	$0.824685	$0.956015	0.000
	2008	$1.000000	$0.824685	0.000
TA Vanguard ETF - Growth – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.305126	$1.351432	2,894,905.837
	2013	$1.102518	$1.305126	2,934,036.349
	2012	$0.992184	$1.102518	1,351,292.349
	2011	$1.006742	$0.992184	0.000
	2010	$0.895087	$1.006742	1,136,651.688
	2009	$0.728073	$0.895087	10,731.111
	2008	$1.000000	$0.728073	645,641.107
TA Asset Allocation - Conservative - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.808699	$1.837258	416,992.486
	2013	$1.663728	$1.808699	432,987.498
	2012	$1.557556	$1.663728	633,018.286
	2011	$1.526349	$1.557556	685,692.090
	2010	$1.409610	$1.526349	756,519.276
	2009	$1.132412	$1.409610	854,441.327
	2008	$1.445371	$1.132412	914,905.571
	2007	$1.366831	$1.445371	405,961.734
	2006	$1.263237	$1.366831	652,110.708
	2005	$1.201594	$1.263237	313,270.422
	2004	$1.101791	$1.201594	237,702.677
	2003	$0.902	$1.101791	0.000
TA Asset Allocation - Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.926054	$1.966819	1,956,372.584
	2013	$1.527955	$1.926054	1,835,274.673
	2012	$1.365188	$1.527955	376,805.579
	2011	$1.452021	$1.365188	288,424.845
	2010	$1.270750	$1.452021	542,446.524
	2009	$0.984741	$1.270750	558,115.574
	2008	$1.641113	$0.984741	473,921.366
	2007	$1.532194	$1.641113	894,494.656
	2006	$1.333147	$1.532194	931,646.130
	2005	$1.194875	$1.333147	576,930.522
	2004	$1.052733	$1.194875	489,072.766
	2003	$0.810	$1.052733	411,028.790
TA Asset Allocation - Moderate - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.897387	$1.938251	240,851.220
	2013	$1.681736	$1.897387	246,400.326
	2012	$1.546003	$1.681736	648,264.232
	2011	$1.546209	$1.546003	549,062.094
	2010	$1.409260	$1.546209	520,241.767
	2009	$1.121593	$1.409260	399,393.917
	2008	$1.524062	$1.121593	1,086,279.651
	2007	$1.420274	$1.524062	1,039,087.630
	2006	$1.281661	$1.420274	601,669.477
	2005	$1.200004	$1.281661	311,017.523
	2004	$1.083738	$1.200004	274,797.304
	2003	$0.873	$1.083738	111,467.237
TA Asset Allocation Moderate Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.935910	$1.973863	277,439.466
	2013	$1.631336	$1.935910	290,903.400
	2012	$1.483262	$1.631336	154,355.920
	2011	$1.522795	$1.483262	193,234.699
	2010	$1.358967	$1.522795	242,087.082
	2009	$1.066739	$1.358967	265,429.664
	2008	$1.596080	$1.066739	346,172.648
	2007	$1.489372	$1.596080	326,798.342
	2006	$1.316193	$1.489372	251,018.364
	2005	$1.204683	$1.316193	341,836.416
	2004	$1.067366	$1.204683	262,148.789
	2003	$0.844	$1.067366	183,807.344

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Barrow Hanley Dividend Focused - Initial Class Subaccount Inception Date November 19, 2009	2014	$1.617311	$1.803313	444,913.232
	2013	$1.249223	$1.617311	376,586.510
	2012	$1.124887	$1.249223	265,684.657
	2011	$1.101489	$1.124887	253,391.035
	2010	$1.003320	$1.101489	201,217.847
	2009	$0.984673	$1.003320	415,616.779
TA Clarion Global Real Estate Securities - Initial Class Subaccount Inception Date May 3, 1999	2014	$2.958696	$3.339975	449,071.601
	2013	$2.864825	$2.958696	435,523.757
	2012	$2.301028	$2.864825	366,088.126
	2011	$2.455672	$2.301028	421,332.703
	2010	$2.135792	$2.455672	425,910.298
	2009	$1.610424	$2.135792	519,112.697
	2008	$2.811696	$1.610424	700,517.083
	2007	$3.031960	$2.811696	736,226.791
	2006	$2.143834	$3.031960	640,917.766
	2005	$1.900589	$2.143834	675,836.713
	2004	$1.439114	$1.900589	727,653.238
	2003	$1.067	$1.439114	733,552.025
TA JPMorgan Enhanced Index - Initial Class Subaccount Inception Date October 13, 1997	2014	$1.718014	$1.950012	894,962.021
	2013	$1.304224	$1.718014	712,617.554
	2012	$1.127696	$1.304224	486,489.315
	2011	$1.126117	$1.127696	553,211.140
	2010	$0.983606	$1.126117	672,109.252
	2009	$0.763562	$0.983606	1,266,147.477
	2008	$1.226094	$0.763562	1,193,291.705
	2007	$1.179951	$1.226094	1,648,547.171
	2006	$1.029409	$1.179951	1,749,593.371
	2005	$1.000939	$1.029409	1,748,694.477
	2004	$0.907020	$1.000939	1,470,499.107
	2003	$0.708	$0.907020	1,289,513.133
TA Morgan Stanley Capital Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$2.102175	$2.215087	1,767.031
	2013	$1.426504	$2.102175	1.767.031
	2012	$1.241995	$1.426504	1,767.031
	2011	$1.326460	$1.241995	1,767.031
	2010	$1.047129	$1.326460	22,561.253
	2009	$0.823563	$1.047129	73,167.874
	2008	$1.301988	$0.823563	74,882.299
	2007	$1.296407	$1.301988	78,708.808
	2006	$1.100038	$1.296407	120,426.511
	2005	$1.063273	$1.100038	190,998.034
	2004	$0.980088	$1.063273	198,657.186
	2003	$0.730	$0.980088	172,997.132
TA MFS International Equity - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.991089	$1.876815	653,619.314
	2013	$1.696172	$1.991089	767,049.699
	2012	$1.396902	$1.696172	773,830.149
	2011	$1.562393	$1.396902	747,699.587
	2010	$1.422470	$1.562393	763,017.966
	2009	$1.078505	$1.422470	954,946.152
	2008	$1.676726	$1.078505	784,681.732
	2007	$1.545403	$1.676726	657,198.793
	2006	$1.263237	$1.545403	643,958.090
	2005	$1.125943	$1.263237	652,110.708
	2004	$0.990624	$1.125943	488,193.938
	2003	$0.795	$0.990624	323,170.471

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA PIMCO Total Return – Initial Class Subaccount Inception Date May 1, 2002	2014	$1.698564	$1.767335	13,149,734.659
	2013	$1.753407	$1.698564	16,316,056.632
	2012	$1.640159	$1.753407	20,036,848.646
	2011	$1.552648	$1.640159	15,843,519.568
	2010	$1.457126	$1.552648	16,625,347.487
	2009	$1.263297	$1.457126	15,819,694.804
	2008	$1.307403	$1.263297	13,645,028.438
	2007	$1.207246	$1.307403	12,842,233.501
	2006	$1.165404	$1.207246	10,243,118.891
	2005	$1.145696	$1.165404	5,511,284.618
	2004	$1.103003	$1.145696	3,858,224.303
	2003	$1.058	$1.103003	2,808,699.748
TA T. Rowe Price Small Cap – Initial Class Subaccount Inception Date May 1, 2006	2014	$2.020652	$2.140160	1,232,215.765
	2013	$1.410962	$2.020652	1,498,874.946
	2012	$1.226949	$1.410962	1,713,708.693
	2011	$1.213747	$1.226949	1,006,653.361
	2010	$0.908337	$1.213747	1,305,528.744
	2009	$0.658809	$0.908337	1,091,480.489
	2008	$1.039682	$0.658809	199,979.953
	2007	$0.954257	$1.039682	56,242.969
	2006	$1.000	$0.954257	23,017.472
TA WMC US Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.842568	$2.034955	887,534.552
	2013	$1.399332	$1.842568	1,043,938.377
	2012	$1.243960	$1.399332	1,139,254.493
	2011	$1.299925	$1.243960	1,360,281.514
	2010	$1.110019	$1.299925	1,379,303.897
	2009	$0.864338	$1.110019	1,815,208.487
	2008	$1.610425	$0.864338	2,214,057.389
	2007	$1.393250	$1.610425	2,893,330.671
	2006	$1.289246	$1.393250	3,565,858.198
	2005	$1.112931	$1.289246	2,216,477.993
	2004	$0.966804	$1.112931	1,691,423.840
	2003	$0.741	$0.966804	1,064,371.534
TA Systematic Small/Mid Cap Value - Initial Class Subaccount Inception Date October 13, 1997	2014	$3.670916	$3.839702	184,400.578
	2013	$2.709065	$3.670916	244,141.506
	2012	$2.341684	$2.709065	296,004.339
	2011	$2.420014	$2.341684	228,693.354
	2010	$1.866783	$2.420014	404,244.774
	2009	$1.311318	$1.866783	374,941.908
	2008	$2.230889	$1.311318	177,436.055
	2007	$1.799226	$2.230889	96,532.594
	2006	$1.533199	$1.799226	127,852.940
	2005	$1.358181	$1.533199	145,973.421
	2004	$1.174384	$1.358181	168,398.455
	2003	$0.619	$1.174384	227,529.638
TA TS&W International Equity - Initial Class Subaccount Inception Date October 13, 1997	2014	$1.854470	$1.747832	198,833.654
	2013	$1.500369	$1.854470	187,555.670
	2012	$1.292847	$1.500369	191,602.836
	2011	$1.517506	$1.292847	422,508.802
	2010	$1.407287	$1.517506	428,338.344
	2009	$1.124643	$1.407287	460,716.061
	2008	$1.849693	$1.124643	598,274.388
	2007	$1.609681	$1.849693	725,415.968
	2006	$1.311116	$1.609681	760,106.648
	2005	$1.159115	$1.311116	745,724.485
	2004	$1.004892	$1.159115	790,973.401
	2003	$0.761	$1.004892	697,640.710

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Morgan Stanley Mid-Cap Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.769437	$1.759148	142,405.118
	2013	$1.279305	$1.769437	290,511.466
	2012	$1.179874	$1.279305	323,870.400
	2011	$1.272301	$1.179874	164,684.277
	2010	$0.955877	$1.272301	301,380.768
	2009	$0.598918	$0.955877	445,827.899
	2008	$1.121797	$0.598918	116.575.877
	2007	$0.921024	$1.121797	207,691.644
	2006	$0.843017	$0.921024	131,113.958
	2005	$0.788542	$0.843017	155,540.780
	2004	$0.740403	$0.788542	351,969.314
	2003	$0.581	$0.740403	335,094.522
TA Multi-Managed Balanced – Initial Class Subaccount Inception Date April 29, 2010	2014	$1.543745	$1.700413	559,895.797
	2013	$1.315073	$1.543745	497,160.983
	2012	$1.175282	$1.315073	747,997.014
	2011	$1.136452	$1.175282	506,484.283
	2010	$1.000000	$1.136452	561,126.674
AB Global Thematic Growth Portfolio - Class B(1) Subaccount Inception Date June 18, 2001	2014	$1.029791	$1.072854	0.000
	2013	$0.842755	$1.029791	0.000
	2012	$0.748696	$0.842755	0.000
	2011	$0.983391	$0.748696	0.000
	2010	$0.834271	$0.983391	0.000
	2009	$0.548051	$0.834271	0.000
	2008	$1.049489	$0.548051	0.000
	2007	$0.880626	$1.049489	0.000
	2006	$0.817392	$0.880626	0.000
	2005	$0.793346	$0.817392	31,675.168
	2004	$0.759480	$0.793346	80,852.102
	2003	$0.531	$0.759480	164,566.234
AB Growth Portfolio - Class B(2) Subaccount Inception Date June 18, 2001	2014	$1.576903	$1.770693	0.000
	2013	$1.186284	$1.576903	0.000
	2012	$1.050748	$1.186284	0.000
	2011	$1.046907	$1.050748	0.000
	2010	$0.917446	$1.046907	11,735.918
	2009	$0.694637	$0.917446	17,560.864
	2008	$1.217380	$0.694637	118,632.448
	2007	$1.087065	$1.217380	153,193.721
	2006	$1.107301	$1.087065	249,662.030
	2005	$0.997825	$1.107301	324,065.707
	2004	$0.876476	$0.997825	377,872.418
	2003	$0.655	$0.876476	292,951.615
AB Large Cap Growth Portfolio - Class B(3) Subaccount Inception Date June 18, 2001	2014	$1.457067	$1.648824	20,447.146
	2013	$1.069946	$1.457067	20,704.517
	2012	$0.922344	$1.069946	20,961.198
	2011	$0.964047	$0.922344	21,225.561
	2010	$0.883020	$0.964047	21,487.769
	2009	$0.647909	$0.883020	33,897.077
	2008	$1.083110	$0.647909	45,275.710
	2007	$0.959075	$1.083110	68,095.521
	2006	$0.971038	$0.959075	68,692.814
	2005	$0.850602	$0.971038	158,414.895
	2004	$0.789806	$0.850602	18,256.315
	2003	$0.644	$0.789806	57,870.598
Columbia Variable Portfolio - Small Company Growth Fund - Class 1 Subaccount Inception Date March 31, 1997	2014	$2.029953	$1.924264	165,129.027
	2013	$1.453784	$2.029953	205,813.853
	2012	$1.305809	$1.453784	214,767.030
	2011	$1.390769	$1.305809	860,135.540
	2010	$1.089830	$1.390769	978,756.721
	2009	$0.872507	$1.089830	1,325,566.365
	2008	$1.483337	$0.872507	1,413,099.369
	2007	$1.315267	$1.483337	1,135,288.563
	2006	$1.177162	$1.315267	950,455.376
	2005	$1.152953	$1.177162	1,011,972.692
	2004	$1.040451	$1.152953	853,497.860
	2003	$0.726000	$1.040451	645,130.767

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA Global Bond Portfolio Subaccount Inception Date January 18,1995	2014	$1.561200	$1.596651	24,150,952.030
	2013	$1.576102	$1.561200	24,703,617.036
	2012	$1.512168	$1.576102	23,292,924.203
	2011	$1.455557	$1.512168	25,415,883.674
	2010	$1.387529	$1.455557	24,875,346.773
	2009	$1.331750	$1.387529	23,486,450.355
	2008	$1.282597	$1.331750	22,503,141.503
	2007	$1.224054	$1.282597	26,949,369.011
	2006	$1.187062	$1.224054	23,559,803.482
	2005	$1.174465	$1.187062	21,066,500.669
	2004	$1.149659	$1.174465	15,922,163.147
	2003	$1.125	$1.149659	9,384,152.959
DFA - VA International Small Portfolio Subaccount Inception Date October 6, 1995	2014	$3.572863	$3.346343	5,681,934.391
	2013	$2.828593	$3.572863	6,495,942.435
	2012	$2.382999	$2.828593	7,157,665.914
	2011	$2.814412	$2.382999	7,492,385.863
	2010	$2.268629	$2.814412	7,657,478.997
	2009	$1.631700	$2.268629	7,884,027.551
	2008	$2.873746	$1.631700	8,798,042.523
	2007	$2.712059	$2.873746	8,619,751.111
	2006	$2.185709	$2.712059	8,935,169.349
	2005	$1.805267	$2.185709	9,183,697.611
	2004	$1.408442	$1.805267	8,468,912.058
	2003	$0.899	$1.408442	5,030,462.442
DFA - VA International Value Portfolio Subaccount Inception Date October 3, 1995	2014	$2.482705	$2.291216	12,025,290.519
	2013	$2.053088	$2.482705	12,425,741.471
	2012	$1.765571	$2.053088	13,373,933.124
	2011	$2.138671	$1.765571	13,704,788.269
	2010	$1.946565	$2.138671	13,541,525.754
	2009	$1.419639	$1.946565	13,704,731.296
	2008	$2.635388	$1.419639	15,355,376.013
	2007	$2.393895	$2.635388	14,508,225.962
	2006	$1.790869	$2.393895	14,730,747.916
	2005	$1.547241	$1.790869	15,011,306.402
	2004	$1.228331	$1.547241	13,113,305.351
	2003	$0.823	$1.228331	9,099,983.262
DFA - VA U.S. Large Value Portfolio Subaccount Inception Date January 18,1995	2014	$2.194032	$2.379060	17,524,769.200
	2013	$1.567396	$2.194032	19,995,643.606
	2012	$1.293103	$1.567396	22,270,725.645
	2011	$1.347022	$1.293103	24,159,273.665
	2010	$1.123378	$1.347022	26,005,012.657
	2009	$0.869790	$1.123378	29,067,610.832
	2008	$1.455961	$0.869790	31,839,691.023
	2007	$1.509153	$1.455961	31,982,901.137
	2006	$1.267152	$1.509153	30,769,461.239
	2005	$1.162208	$1.267152	28,072,051.518
	2004	$0.995999	$1.162208	23,621,839.297
	2003	$0.745	$0.995999	15,889,251.813
DFA - VA Short-Term Fixed Portfolio Subaccount Inception Date October 9, 1995	2014	$1.234618	$1.299072	20,639,048.205
	2013	$1.238827	$1.234618	21,117,922.313
	2012	$1.235817	$1.238827	19,573,287.930
	2011	$1.237827	$1.235817	27,815,541.847
	2010	$1.231551	$1.237827	24,000,407.447
	2009	$1.216255	$1.231551	22,635,692.794
	2008	$1.177000	$1.216255	22,270,173.005
	2007	$1.128000	$1.177000	24,263,588.606
	2006	$1.084541	$1.128000	20,761,155.376
	2005	$1.067822	$1.084541	19,389,443.774
	2004	$1.065931	$1.067822	15,560,121.201
	2003	$1.058	$1.065931	10,159,183.732

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
VA U.S. Targeted Value Portfolio Subaccount Inception Date October 6, 1995	2014	$3.351796	$3.455306	8,106,568.992
	2013	$2.331478	$3.351796	9,926,538.529
	2012	$1.952747	$2.331478	11,489,108.473
	2011	$2.058024	$1.952747	11,549,161.343
	2010	$1.604067	$2.058024	14,276,786.224
	2009	$1.274451	$1.604067	16,390,412.522
	2008	$2.033141	$1.274451	16,949,714.075
	2007	$2.377255	$2.033141	16,266,491.543
	2006	$1.977030	$2.377255	15,741,507.942
	2005	$1.877030	$1.977030	15,558,939.518
	2004	$1.533537	$1.877030	12,784,226.454
	2003	$0.928	$1.533537	9,157,566.110
The Dreyfus Socially Responsible Growth Fund, Inc. - Service Class Subaccount Inception Date June 18, 2001	2014	$1.454629	$1.635832	82,464.231
	2013	$1.092099	$1.454629	82,464.231
	2012	$0.983620	$1.092099	94,647.129
	2011	$0.983110	$0.983620	174,839.439
	2010	$0.863423	$0.983110	174,839.439
	2009	$0.650943	$0.863423	181,040.850
	2008	$1.001055	$0.650943	252,398.443
	2007	$0.936879	$1.001055	276,189.135
	2006	$0.865002	$0.936879	327,848.713
	2005	$0.841950	$0.865002	350,911.590
	2004	$0.799523	$0.841950	382,814.029
	2003	$0.640	$0.799523	169,891.975
Dreyfus - VIF Appreciation - Service Class Subaccount Inception Date June 18, 2001	2014	$1.736667	$1.861421	10,526.465
	2013	$1.445966	$1.736667	13,277.425
	2012	$1.320792	$1.445966	25,579.438
	2011	$1.221916	$1.320792	29,345.170
	2010	$1.068504	$1.221916	29,894.382
	2009	$0.879428	$1.068504	127,845.755
	2008	$1.258881	$0.879428	147,222.432
	2007	$1.185254	$1.258881	169,206.815
	2006	$1.026056	$1.185254	252,375.891
	2005	$0.991372	$1.026056	322,903.049
	2004	$0.951686	$0.991372	434,587.218
	2003	$0.792	$0.951686	666,054.068
Federated Managed Tail Risk Fund II – Primary Shares Subaccount Inception Date March 11, 2010	2014	$1.294930	$1.274752	97,361.646
	2013	$1.118662	$1.294930	100,395.317
	2012	$1.021485	$1.118662	136,328.400
	2011	$1.085037	$1.021485	116,206.809
	2010	$1.000000	$1.085037	227,227.900
Federated Managed Volatility Fund II Subaccount Inception Date July 20, 1995	2014	$1.814426	$1.874128	556,092.215
	2013	$1.499321	$1.814426	460,941.789
	2012	$1.328366	$1.499321	447,400.124
	2011	$1.275437	$1.328366	355,390.783
	2010	$1.144745	$1.275437	639,347.870
	2009	$0.897758	$1.144745	337,485.926
	2008	$1.134336	$0.897758	68,251.149
	2007	$1.096899	$1.134336	65,111.248
	2006	$0.954206	$1.096899	92,807.342
	2005	$0.903168	$0.954206	85,042.887
	2004	$0.826580	$0.903168	29,405.922
	2003	$0.689	$0.826580	88,578.104
Federated Fund for U.S. Government Securities II Subaccount Inception Date June 28, 1995	2014	$1.545666	$1.607453	1,443,910.967
	2013	$1.587503	$1.545666	1,347,265.638
	2012	$1.550928	$1.587503	1,660,434.572
	2011	$1.474991	$1.550928	2,926,207.574
	2010	$1.410936	$1.474991	2,059,366.210
	2009	$1.349125	$1.410936	2,077,844.056
	2008	$1.301550	$1.349125	2,437,220.824
	2007	$1.231956	$1.301550	2,514,989.417
	2006	$1.190079	$1.231956	2,399,960.916
	2005	$1.173397	$1.190079	2,423,994.740
	2004	$1.139328	$1.173397	1,851,148.927
	2003	$1.120	$1.139328	1,734,568.805

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Federated High Income Bond Fund II – Primary Shares Subaccount Inception Date September 18, 1995	2014	$2.489170	$2.540920	1,184,636.138
	2013	$2.340543	$2.489170	1,281,414.234
	2012	$2.052929	$2.340543	1,202,276.767
	2011	$1.963739	$2.052929	1,198,271.735
	2010	$1.721884	$1.963739	1,475,462.363
	2009	$1.133277	$1.721884	1,712,471.304
	2008	$1.540537	$1.133277	2,055,497.911
	2007	$1.498456	$1.540537	2,697,939.881
	2006	$1.360432	$1.498456	2,597,521.938
	2005	$1.333153	$1.360432	2,735,412.842
	2004	$1.214176	$1.333153	3,690,140.363
	2003	$0.999	$1.214176	3,794,609.112
Federated Prime Money Fund II Subaccount Inception Date December 7, 1994	2014	$1.122620	$1.115993	6,502,089.354
	2013	$1.129267	$1.122620	5,752,918.572
	2012	$1.136177	$1.129267	7,752,347.374
	2011	$1.143039	$1.136177	7,905,682.722
	2010	$1.149905	$1.143039	5,840,535.529
	2009	$1.151614	$1.149905	5,270,898.436
	2008	$1.129819	$1.151614	13,143,016.049
	2007	$1.085019	$1.129819	6,848,408.764
	2006	$1.044001	$1.085019	4,945,100.695
	2005	$1.022638	$1.044001	4,639,408.822
	2004	$1.020480	$1.022638	3,867,753.698
	2003	$1.020	$1.020480	3,892,259.552
Fidelity VIP Contrafund® Portfolio – Initial Class Subaccount Inception Date May 1, 2006	2014	$1.591965	$1.771466	2,546,546.346
	2013	$1.219851	$1.591965	2,637,082.381
	2012	$1.054158	$1.219851	2,901,678.331
	2011	$1.087948	$1.054158	3,179,028.556
	2010	$0.933714	$1.087948	3,628,858.553
	2009	$0.692148	$0.933714	5,171,086.451
	2008	$1.211275	$0.692148	4,355,368.724
	2007	$1.036286	$1.211275	2,580,137.249
	2006	$1.000	$1.036286	665,319.393
Fidelity VIP Mid Cap Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$2.730281	$2.884608	488,003.018
	2013	$2.016189	$2.730281	513,108.158
	2012	$1.766372	$2.016189	543,638.695
	2011	$1.987927	$1.766372	434,766.102
	2010	$1.552256	$1.987927	529,297.307
	2009	$1.114712	$1.552256	505,821.937
	2008	$1.851845	$1.114712	622,436.421
	2007	$1.611228	$1.851845	669130.213
	2006	$1.438221	$1.611228	747,022.702
	2005	$1.222968	$1.438221	501,964.739
	2004	$1.000	$1.222968	89,625.850
Fidelity VIP Value Strategies Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$1.988695	$2.111157	265,254.723
	2013	$1.533122	$1.988695	269,577.112
	2012	$1.211767	$1.533122	310,659.973
	2011	$1.336744	$1.211767	402,167.657
	2010	$1.061921	$1.336744	420,538.901
	2009	$0.677907	$1.061921	756,078.055
	2008	$1.396422	$0.677907	170,243.292
	2007	$1.328766	$1.396422	184,672.851
	2006	$1.149027	$1.328766	199,915.126
	2005	$1.125929	$1.149027	164,806.654
	2004	$1.000	$1.125929	110,156.286

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
NVIT Developing Markets Fund Subaccount Inception Date February 5, 1996	2014	$2.854762	$2.671815	554,061.196
	2013	$2.870961	$2.854762	657,027.048
	2012	$2.473187	$2.870961	757,612.476
	2011	$3.206414	$2.473187	1,297,855.689
	2010	$2.777355	$3.206414	1,311,261.298
	2009	$1.722282	$2.777355	1,386,954.908
	2008	$4.111621	$1.722282	1,357,678.640
	2007	$2.882324	$4.111621	1,063,783.168
	2006	$2.154623	$2.882324	1,336,122.310
	2005	$1.648088	$2.154623	1,066,742.833
	2004	$1.384188	$1.648088	783,476.002
	2003	$0.872	$1.384188	534,117.748
Columbia Variable Portfolio – Mid Cap Growth Fund- Class 2 Shares(4) Subaccount Inception Date April 26, 2013	2014	$1.203444	$1.281716	20,789.963
	2013	$1.000000	$1.203444	29,283.441
Columbia Variable Portfolio - Seligman Global Technology Fund - Class 2 Shares Subaccount Inception Date June 18, 2001	2014	$1.674892	$2.083082	10,949.460
	2013	$1.342791	$1.674892	10,949.460
	2012	$1.262168	$1.342791	10,949.460
	2011	$1.351632	$1.262168	10,949.460
	2010	$1.181560	$1.351632	0.000
	2009	$0.733137	$1.181560	3,261.653
	2008	$1.237175	$0.733137	8,140.059
	2007	$1.079598	$1.237175	18,726.283
	2006	$0.922763	$1.079598	44,931.786
	2005	$0.859954	$0.922763	51,527.536
	2004	$0.833190	$0.859954	82,141.928
	2003	$0.616	$0.833190	55,582.035
Vanguard - Equity Index Subaccount Inception Date May 1, 2002	2014	$1.989514	$2.244746	13,826,803.608
	2013	$1.514180	$1.989514	15,732,418.530
	2012	$1.314813	$1.514180	15,876,312.340
	2011	$1.297588	$1.314813	17,087,035.447
	2010	$1.135967	$1.297588	18,733,874.308
	2009	$0.903781	$1.135967	21,923,618.852
	2008	$1.441734	$0.903781	20,154,916.538
	2007	$1.376361	$1.441734	18,542,352.157
	2006	$1.196627	$1.376361	15,564,397.558
	2005	$1.148713	$1.196627	13,879,232.891
	2004	$1.042940	$1.148713	13,328,664.848
	2003	$0.817	$1.042940	8,121,760.396
Vanguard - Mid-Cap Index Subaccount Inception Date May 1, 2002	2014	$2.597579	$2.933078	2,814,827.057
	2013	$1.936692	$2.597579	2,533,830.911
	2012	$1.682295	$1.936692	2,321,966.803
	2011	$1.727550	$1.682295	2,465,677.457
	2010	$1.386234	$1.727550	2,488,162.306
	2009	$0.993457	$1.386234	2,560,649.505
	2008	$1.717725	$0.993457	3,243,827.080
	2007	$1.628114	$1.717725	3,169,088.568
	2006	$1.439836	$1.628114	3,15,649.428
	2005	$1.270854	$1.439836	2,953,824.921
	2004	$1.062613	$1.270854	1,919,259.914
	2003	$0.797	$1.062613	1,166,225.739
Vanguard – REIT Index Subaccount Inception Date May 1, 2002	2014	$2.656034	$3.435138	4,082,739.808
	2013	$2.611087	$2.656034	3,997,575.722
	2012	$2.236367	$2.611087	3,662,516.576
	2011	$2.074701	$2.236367	3,723,209.485
	2010	$1.627394	$2.074701	4,392,861.393
	2009	$1.267706	$1.627394	4,829,248.401
	2008	$2.032337	$1.267706	4,182,929.013
	2007	$2.451572	$2.032337	4,166,086.334
	2006	$1.827797	$2.451572	4,868,947.434
	2005	$1.644141	$1.827797	4,672,816.793
	2004	$1.267349	$1.644141	4,242,532.165
	2003	$0.941	$1.267349	3,222,018.073

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Vanguard – International Subaccount Inception Date May 1, 2007	2014	$1.215519	$1.135112	4,767,411.703
	2013	$0.992100	$1.215519	4,278,217.401
	2012	$0.830783	$0.992100	3,868,745.935
	2011	$0.966612	$0.830783	3,143,648.257
	2010	$0.840283	$0.966612	3,530,789.111
	2009	$0.592033	$0.840283	3,413,800.705
	2008	$1.081274	$0.592033	2,104,554.137
	2007	$1.000000	$1.081274	441,216.217
Vanguard – Short-Term Investment-Grade Subaccount Inception Date May 1, 2002	2014	$1.465816	$1.482706	16,593,541.491
	2013	$1.458923	$1.465816	15,772,726.397
	2012	$1.405631	$1.458923	11,377,790.624
	2011	$1.386082	$1.405631	13,410,264.310
	2010	$1.325234	$1.386082	10,790,395.891
	2009	$1.170907	$1.325234	10,166,278.686
	2008	$1.220091	$1.170907	10,528,972.117
	2007	$1.157676	$1.220091	10,219,726.445
	2006	$1.110001	$1.157676	9,232,343.425
	2005	$1.092107	$1.110001	8,038,430.648
	2004	$1.076457	$1.092107	5,604,990.353
	2003	$1.046	$1.076457	3,653,958.373
Vanguard - Total Bond Market Index Subaccount Inception Date May 1, 2002	2014	$1.600026	$1.684192	12,226,127.923
	2013	$1.647334	$1.600026	11,001,732.579
	2012	$1.593157	$1.647334	12,431,911.221
	2011	$1.488777	$1.593157	10,854,706.236
	2010	$1.406288	$1.488777	11,559,049.282
	2009	$1.335405	$1.406288	12,446,949.284
	2008	$1.276682	$1.335405	8,465,821.066
	2007	$1.200526	$1.276682	8,068,817.301
	2006	$1.157846	$1.200526	6,872,470.880
	2005	$1.137478	$1.157846	5,230,831.039
	2004	$1.098159	$1.137478	3,432,334.135
	2003	$1.062	$1.098159	2,032,328.432
Wanger International Subaccount Inception Date September 18, 1995	2014	$3.324000	$3.158667	428,077.363
	2013	$2.732715	$3.324000	467,002.701
	2012	$2.261528	$2.732715	466,815.325
	2011	$2.664692	$2.261528	541,089.029
	2010	$2.145937	$2.664692	742,290.794
	2009	$1.441307	$2.145937	694,999.210
	2008	$2.665470	$1.441307	721,114.812
	2007	$2.305467	$2.665470	1,018,126.456
	2006	$1.690910	$2.305467	1,285,950.183
	2005	$1.399715	$1.690910	1,200,334.402
	2004	$1.080928	$1.399715	944,530.961
	2003	$0.730	$1.080928	631,039.327
Wanger USA Subaccount Inception Date September 20, 1995	2014	$2.757708	$2.872402	858,044.562
	2013	$2.074156	$2.757708	958,163.210
	2012	$1.738662	$2.074156	1,119,695.932
	2011	$1.812379	$1.738662	1,261,396.000
	2010	$1.478084	$1.812379	1,423,742.703
	2009	$1.045473	$1.478084	1,746,009.407
	2008	$1.743814	$1.045473	1,834,926.590
	2007	$1.664632	$1.743814	2,166,217.193
	2006	$1.552374	$1.664632	2,622,777.565
	2005	$1.403700	$1.552374	2,390,531.848
	2004	$1.193356	$1.403700	1,991,761.308
	2003	$0.838	$1.193356	1,706,191.113

		0.60%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
WFAVT Small Cap Value Fund	2014	$1.904276	$1.977294	21,390.395
Subaccount Inception Date October 13, 1997	2013	$1.669415	$1.904276	174,047.640
	2012	$1.473286	$1.669415	234,558.311
	2011	$1.598194	$1.473286	87,049.403
	2010	$1.371224	$1.598194	115,114.171
	2009	$0.861195	$1.371224	280,340.706
	2008	$1.562428	$0.861195	186,064.025
	2007	$1.582877	$1.562428	202,117.306
	2006	$1.376012	$1.582877	529,958.444
	2005	$1.188178	$1.376012	676,733.660
	2004	$1.023686	$1.188178	664,566.240
	2003	$0.744	$1.023686	854,092.940

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Vanguard ETF - Balanced – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.275322	$1.328039	0.000
	2013	$1.148521	$1.275322	0.000
	2012	$1.063764	$1.148521	0.000
	2011	$1.054136	$1.063764	0.000
	2010	$0.955229	$1.054136	0.000
	2009	$0.824415	$0.955229	0.000
	2008	$1.000000	$0.824415	0.000
TA Vanguard ETF - Growth – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.301472	$1.346975	8,174.894
	2013	$1.099977	$1.301472	8,174.894
	2012	$0.990396	$1.099977	0.000
	2011	$1.005428	$0.990396	0.000
	2010	$0.894355	$1.005428	0.000
	2009	$0.727837	$0.894355	0.000
	2008	$1.000000	$0.727837	0.000
TA Asset Allocation - Conservative - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.798219	$1.825709	0.000
	2013	$1.654920	$1.798219	0.000
	2012	$1.550082	$1.654920	0.000
	2011	$1.519782	$1.550082	0.000
	2010	$1.404243	$1.519782	0.000
	2009	$1.128664	$1.404243	0.000
	2008	$1.441314	$1.128664	0.000
	2007	$1.363670	$1.441314	145,682.511
	2006	$1.254054	$1.363670	145,682.511
	2005	$1.199995	$1.254054	145,682.511
	2004	$1.100876	$1.199995	145,683
	2003	$0.901	$1.100876	161,869.457
TA Asset Allocation - Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.914932	$1.954504	51,022.843
	2013	$1.519899	$1.914932	51,536.273
	2012	$1.358668	$1.519899	0.000
	2011	$1.445802	$1.358668	0.000
	2010	$1.265933	$1.445802	0.000
	2009	$0.981488	$1.265933	0.000
	2008	$1.636511	$0.981488	0.000
	2007	$1.528654	$1.636511	0.000
	2006	$1.330735	$1.528654	0.000
	2005	$1.193301	$1.330735	0.000
	2004	$1.051863	$1.193301	0.000
	2003	$0.809	$1.051863	0.000
TA Asset Allocation - Moderate - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.886414	$1.926084	11,064.385
	2013	$1.672840	$1.886414	11,064.385
	2012	$1.538596	$1.672840	53,022.997
	2011	$1.539558	$1.538596	11,064.385
	2010	$1.403899	$1.539558	139,283.709
	2009	$1.117881	$1.403899	11,064.385
	2008	$1.519777	$1.117881	11,064.385
	2007	$1.416973	$1.519777	11,064.385
	2006	$1.279315	$1.416973	11,064.385
	2005	$1.198397	$1.279315	11,071.539
	2004	$1.082823	$1.198397	11,,072
	2003	$0.873	$1.082823	0.000
TA Asset Allocation Moderate Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.924701	$1.961456	7,784.263
	2013	$1.622696	$1.924701	7,784.263
	2012	$1.476147	$1.622696	7,784.263
	2011	$1.516244	$1.476147	16,710.645
	2010	$1.353792	$1.516244	21,872.987
	2009	$1.063210	$1.353792	7,784.263
	2008	$1.591599	$1.063210	7,784.263
	2007	$1.485941	$1.591599	7,784.263
	2006	$1.313821	$1.485941	1,253,257.564
	2005	$1.23103	$1.313821	1,289,440.122
	2004	$1.066490	$1.23103	1,312,266
	2003	$0.844	$1.066490	1,026,859.772

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Barrow Hanley Dividend Focused - Initial Class Subaccount Inception Date November 19, 2009	2014	$1.614007	$1.798734	37,795.168
	2013	$1.247293	$1.614007	37,795.168
	2012	$1.123715	$1.247293	10,938.947
	2011	$1.100893	$1.123715	12,921.479
	2010	$1.003266	$1.100893	12,921.479
	2009	$0.984672	$1.003266	5,502.928
TA Clarion Global Real Estate Securities - Initial Class Subaccount Inception Date May 3, 1999	2014	$36.306027	$40.964343	28,370.422
	2013	$35.171703	$36.306027	30,133.059
	2012	$28.264016	$35.171703	34,458.473
	2011	$30.178545	$28.264016	18,707.634
	2010	$26.260490	$30.178545	20,906.184
	2009	$19.810808	$26.260490	24,207.054
	2008	$34.605654	$19.810808	28,176.804
	2007	$37.335227	$34.605654	48,929.187
	2006	$26.412035	$37.335227	71,414.071
	2005	$23.426754	$26.412035	81,719.962
	2004	$17.747415	$23.426754	111,270
	2003	$13.160	$17.747415	171,570
TA JP Morgan Enhanced Index- Initial Class Subaccount Inception Date October 13, 1997	2014	$21.460021	$24.345908	115,550.948
	2013	$16.299394	$21.460021	138,765.984
	2012	$14.100350	$16.299394	146,765.023
	2011	$14.087667	$14.100350	149,730.326
	2010	$12.310946	$14.087667	149,822.673
	2009	$9.561646	$12.310946	217,711.306
	2008	$15.361466	$9.561646	239,326.218
	2007	$14.790720	$15.361466	295,275.233
	2006	$12.909972	$14.790720	347,294.095
	2005	$12.559244	$12.909972	442,623.782
	2004	$11.386439	$12.559244	420,976
	2003	$8.888	$11.386439	665,507
TA Morgan Stanley Capital Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$2.089147	$2.200275	0.000
	2013	$1.418360	$2.089147	0.000
	2012	$1.235521	$1.418360	0.000
	2011	$1.320204	$1.235521	0.000
	2010	$1.042704	$1.320204	5,517.439
	2009	$0.820479	$1.042704	5,517.439
	2008	$1.297769	$0.820479	5,517.439
	2007	$1.292862	$1.297769	5,517.439
	2006	$1.097576	$1.292862	5,517.439
	2005	$1.061410	$1.097576	5,517.439
	2004	$0.978856	$1.061410	12,446
	2003	$0.729	$0.978856	92,510.213
TA MFS International Equity - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.979521	$1.864985	367,557.291
	2013	$1.687156	$1.979521	367,694.617
	2012	$1.390171	$1.687156	201,283.780
	2011	$1.555644	$1.390171	39,031.720
	2010	$1.417019	$1.555644	52,111.364
	2009	$1.074920	$1.417019	64,510.777
	2008	$1.671990	$1.074920	100,479.675
	2007	$1.541803	$1.671990	90,124.072
	2006	$1.260924	$1.541803	123,725.155
	2005	$1.124436	$1.260924	129,637.320
	2004	$0.989796	$1.124436	158,465
	2003	$0.795	$0.989796	64,880.955

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA PIMCO Total Return – Initial Class Subaccount Inception Date May 1, 2002	2014	$1.688729	$1.756235	383,107.429
	2013	$1.744120	$1.688729	464,282.507
	2012	$1.632288	$1.744120	798,336.291
	2011	$1.545963	$1.632288	1,759,175.107
	2010	$1.451583	$1.545963	1,873,033.906
	2009	$1.259128	$1.451583	1,305,619.511
	2008	$1.303739	$1.259128	1,450,657.124
	2007	$1.204464	$1.303739	1,781,631.119
	2006	$1.163292	$1.204464	1,782,437.953
	2005	$1.144186	$1.163292	653,795.094
	2004	$1.102095	$1.144186	355,941
	2003	$1.057	$1.102095	465,901.044
TA T. Rowe Price Small Cap – Initial Class Subaccount Inception Date May 1, 2006	2014	$2.013015	$2.131009	40,836.914
	2013	$1.406325	$2.013015	41,467.064
	2012	$1.223521	$1.406325	40,919.874
	2011	$1.210953	$1.223521	39,173.721
	2010	$0.906691	$1.210953	15,504.336
	2009	$0.657941	$0.906691	0.000
	2008	$1.038825	$0.657941	16,458.355
	2007	$0.953944	$1.038825	0.000
	2006	$1.000000	$0.953944	0.000
TA WMC US Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.831104	$2.021286	619,524.165
	2013	$1.391316	$1.831104	679,905.522
	2012	$1.237449	$1.391316	760,998.530
	2011	$1.293771	$1.237449	1,378,235.317
	2010	$1.105313	$1.293771	1,402,839.584
	2009	$0.861097	$1.105313	1,656,571.830
	2008	$1.605203	$0.861097	1,853,266.977
	2007	$1.389423	$1.605203	2,170,738.483
	2006	$1.286344	$1.389423	2,914,463.375
	2005	$1.110971	$1.286344	1,542,179.343
	2004	$7.406285	$1.110971	1,379,374
	2003	$5.522	$7.406285	308,368.183
TA Systematic Small/Mid Cap Value - Initial Class Subaccount Inception Date October 13, 1997	2014	$58.068445	$60.708181	15,314.855
	2013	$42.874717	$58.068445	17,029.409
	2012	$37.078960	$42.874717	17,727.769
	2011	$38.338220	$37.078960	25,928.321
	2010	$29.588484	$38.338220	24,065.977
	2009	$20.794733	$29.588484	25,723.005
	2008	$35.394843	$20.794733	25,943.601
	2007	$28.560397	$35.394843	33,728.305
	2006	$24.349604	$28.560397	35,228.546
	2005	$21.580876	$24.349604	47,453.857
	2004	$18.669705	$21.580876	61,703
	2003	$9.847	$18.669705	86,713
TA TS&W International Equity - Initial Class Subaccount Inception Date October 13, 1997	2014	$17.225047	$16.226519	29,893.951
	2013	$13.942953	$17.225047	35,254.803
	2012	$12.020482	$13.942953	38,759.669
	2011	$14.116252	$12.020482	44,427.955
	2010	$13.097510	$14.116252	53,283.321
	2009	$10.472084	$13.097510	67,742.173
	2008	$17.231985	$10.472084	80,851.597
	2007	$15.003550	$17.231985	102,172.071
	2006	$12.226714	$15.003550	131,385.426
	2005	$10.814525	$12.226714	180,498.351
	2004	$9.380292	$10.814525	202,778
	2003	$7.109	$9.380292	245,313

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Morgan Stanley Mid-Cap Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.758446	$1.747347	152,289.074
	2013	$1.271998	$1.758446	153,506.584
	2012	$1.173717	$1.271998	118,404.099
	2011	$1.266292	$1.173717	140,670.884
	2010	$0.951836	$1.266292	103,493.698
	2009	$0.596675	$0.951836	42,656.003
	2008	$1.118155	$0.596675	27,350.563
	2007	$0.918490	$1.118155	28,091.044
	2006	$0.841117	$0.918490	28,619.591
	2005	$0.787151	$0.841117	28,658.394
	2004	$0.739462	$0.787151	28,255
	2003	$0.581	$0.739462	26,700.574
TA Multi-Managed Balanced – Initial Class Subaccount Inception Date April 29, 2010	2014	$1.540909	$1.696440	531,673,975
	2013	$1.313314	$1.540909	553,594.899
	2012	$1.174304	$1.313314	524,494.739
	2011	$1.136065	$1.174304	626,003.897
	2010	$1.000000	$1.136065	676,523.414
AB Global Thematic Growth Portfolio - Class B(1) Subaccount Inception Date June 18, 2001	2014	$1.023388	$1.065646	14,129.674
	2013	$0.837927	$1.023388	14,129.674
	2012	$0.744774	$0.837927	14,129.674
	2011	$0.978718	$0.744774	14,129.674
	2010	$0.830715	$0.978718	14,129.674
	2009	$0.545979	$0.830715	14,129.674
	2008	$1.046062	$0.545979	14,129.674
	2007	$0.878196	$1.046062	14,129.674
	2006	$0.815530	$0.878196	14,126.907
	2005	$0.791931	$0.815530	14,129.674
	2004	$0.758513	$0.791931	14,130
	2003	$0.531	$0.758513	14,129.674
AB Growth Portfolio - Class B(2) Subaccount Inception Date June 18, 2001	2014	$1.567075	$1.758796	26,638.623
	2013	$1.179476	$1.567075	26,779.227
	2012	$1.045249	$1.179476	26,854.400
	2011	$1.041936	$1.045249	26,854.400
	2010	$0.913545	$1.041936	26,856.883
	2009	$0.692029	$0.913545	26,854.883
	2008	$1.213422	$0.692029	26,854.883
	2007	$1.084070	$1.213422	29,369.838
	2006	$1.104812	$1.084070	32,061.679
	2005	$0.996080	$1.104812	32,268.688
	2004	$0.875372	$0.996080	39,938
	2003	$0.654	$0.875372	0.000
AB Large Cap Growth Portfolio - Class B(3) Subaccount Inception Date June 18, 2001	2014	$1.447978	$1.637736	0.000
	2013	$1.063798	$1.447978	0.000
	2012	$0.917501	$1.063798	0.000
	2011	$0.959464	$0.917501	0.000
	2010	$0.879253	$0.959464	0.000
	2009	$0.645470	$0.879253	0.000
	2008	$1.079581	$0.645470	21,691.484
	2007	$0.956428	$1.079581	21,691.484
	2006	$0.968833	$0.956428	50,029.029
	2005	$0.849087	$0.968833	27,404.530
	2004	$0.788790	$0.849087	19,619
	2003	$0.644	$0.788790	11,464
Columbia Variable Portfolio - Small Company Growth Fund - Class 1 Subaccount Inception Date March 31, 1997	2014	$24.574808	$23.283754	19,902.474
	2013	$17.608444	$24.574808	20,745.041
	2012	$15.824070	$17.608444	21,029.809
	2011	$16.862017	$15.824070	23,314.016
	2010	$13.220026	$16.862017	26,723.127
	2009	$10.589068	$13.220026	31,109.908
	2008	$18.011397	$10.589068	61,348.639
	2007	$15.978616	$18.011397	64,808.103
	2006	$14.307909	$15.978616	55,618.011
	2005	$14.020673	$14.307909	55,465.068
	2004	$12.658764	$14.020673	47,446
	2003	$8.840000	$12.658764	57,066

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA Global Bond Portfolio Subaccount Inception Date January 18, 1995	2014	$24.416113	$24.958197	215,344.754
	2013	$24.661193	$24.416113	268,816.923
	2012	$23.672582	$24.661193	291,278.111
	2011	$22.797580	$23.672582	341,353.075
	2010	$21.743066	$22.797580	406,205.628
	2009	$20.879320	$21.743066	404,336.203
	2008	$20.118789	$20.879320	414,825.156
	2007	$19.210246	$20.118789	605,760.590
	2006	$18.638944	$19.210246	621,766.141
	2005	$18.450519	$18.638944	720,214.342
	2004	$18.069956	$18.450519	753,666
	2003	$17.693000	$18.069956	809,316
DFA - VA International Small Portfolio Subaccount Inception Date October 6, 1995	2014	$32.548248	$30.469580	156,795.824
	2013	$25.780807	$32.548248	189,686.031
	2012	$21.730295	$25.780807	203,501.119
	2011	$25.677053	$21.730295	219,783.384
	2010	$20.707949	$25.677053	228,417.357
	2009	$14.901527	$20.707949	258,354.452
	2008	$26.257613	$14.901527	337,816.457
	2007	$24.792666	$26.257613	347,460.775
	2006	$19.990937	$24.792666	416,369.391
	2005	$16.519544	$19.990937	555,959.410
	2004	$12.894695	$16.519544	730,401
	2003	$8.235000	$12.894695	767,292
DFA - VA International Value Portfolio Subaccount Inception Date October 3, 1995	2014	$32.749282	$30.208402	196,706.614
	2013	$27.095590	$32.749282	239,859.419
	2012	$23.312751	$27.095590	247,213.727
	2011	$28.253229	$23.312751	261,993.800
	2010	$25.728187	$28.253229	280,416.820
	2009	$18.773108	$25.728187	297,436.457
	2008	$34.867415	$18.773108	358,857.688
	2007	$31.688212	$34.867415	403,322.040
	2006	$23.717646	$31.688212	494,259.341
	2005	$20.501250	$23.717646	655,502.862
	2004	$16.283703	$20.501250	864,883
	2003	$10.910000	$16.283703	980,021
DFA - VA U.S. Large Value Portfolio Subaccount Inception Date January 18, 1995	2014	$51.740072	$56.075735	192,164.046
	2013	$36.980959	$51.740072	227,932.781
	2012	$30.524448	$36.980959	250,345.425
	2011	$31.812823	$30.524448	284,875.745
	2010	$26.544094	$31.812823	317,074.585
	2009	$20.562453	$26.544094	376,576.661
	2008	$34.437028	$20.562453	466,510.635
	2007	$35.713089	$34.437028	501,868.069
	2006	$30.001098	$35.713089	569,646.587
	2005	$27.530251	$30.001098	690,914.775
	2004	$23.604732	$27.530251	856,713
	2003	$17.667000	$23.604732	897,346
DFA - VA Short-Term Fixed Portfolio Subaccount Inception Date October 9, 1995	2014	$15.990885	$15.910809	337,701.066
	2013	$16.053950	$15.990885	449,724.065
	2012	$16.023587	$16.053950	520,412.381
	2011	$16.058179	$16.023587	572,312.918
	2010	$15.985114	$16.058179	586,737.960
	2009	$15.794483	$15.985114	582,909.705
	2008	$15.292447	$15.794483	514,859.239
	2007	$14.662905	$15.292447	823,505.195
	2006	$14.105109	$14.662905	787,749.211
	2005	$13.894007	$14.105109	899,407.208
	2004	$13.876360	$13.894007	960,799
	2003	$13.774000	$13.876360	1,160,101

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA U.S. Targeted Value Portfolio Subaccount Inception Date October 6, 1995	2014	$67.819508	$69.879111	100,692.919
	2013	$47.197896	$67.819508	123,793.203
	2012	$39.550637	$47.197896	140,540.944
	2011	$41.703705	$39.550637	157,851.091
	2010	$32.520962	$41.703705	178,367.713
	2009	$25.851235	$32.520962	208,948.359
	2008	$41.261403	$25.851235	262,539.166
	2007	$48.268976	$41.261403	295,607.924
	2006	$40.162336	$48.268976	331,092.435
	2005	$38.149891	$40.162336	423,368.472
	2004	$31.184051	$38.149891	618,201
	2003	$18.888000	$31.184051	717,600
The Dreyfus Socially Responsible Growth Fund, Inc. - Service Class Subaccount Inception Date June 18, 2001	2014	$1.445623	$1.624892	0.000
	2013	$1.085876	$1.445623	0.000
	2012	$0.978501	$1.085876	17,751.696
	2011	$0.978466	$0.978501	19,500.621
	2010	$0.859762	$0.978466	31,529.635
	2009	$0.648492	$0.859762	41,774.027
	2008	$0.997788	$0.648492	55,589.549
	2007	$0.934286	$0.997788	63,967.529
	2006	$0.863032	$0.934286	64,567.698
	2005	$0.840456	$0.863032	64,567.698
	2004	$0.798516	$0.840456	64,568
	2003	$0.639000	$0.798516	64,567.698
Dreyfus - VIF Appreciation - Service Class Subaccount Inception Date June 18, 2001	2014	$1.725900	$1.848965	0.000
	2013	$1.437709	$1.725900	0.000
	2012	$1.313905	$1.437709	0.000
	2011	$1.216156	$1.313905	0.000
	2010	$1.063979	$1.216156	0.000
	2009	$0.876128	$1.063979	0.000
	2008	$1.254784	$0.876128	19,477.279
	2007	$1.181988	$1.254784	61,768.178
	2006	$1.023726	$1.181988	61,768.178
	2005	$0.989615	$1.023726	63,024.386
	2004	$0.950483	$0.989615	61,903
	2003	$0.792	$0.950483	100,639.495
Federated Managed Tail Risk Fund II – Primary Shares Subaccount Inception Date March 11, 2010	2014	$1.292493	$1.271717	258,513.939
	2013	$1.117108	$1.292493	308,431.501
	2012	$1.020572	$1.117108	361,142.532
	2011	$1.084604	$1.020572	511,169.847
	2010	$1.000000	$1.084604	777,638.829
Federated Managed Volatility Fund II Subaccount Inception Date July 20, 1995	2014	$27.542818	$28.435067	10,497.002
	2013	$22.770881	$27.542818	11,505.917
	2012	$20.184624	$22.770881	13,137.216
	2011	$19.389953	$20.184624	14,525.263
	2010	$17.411869	$19.389953	14,297.560
	2009	$13.661861	$17.411869	15,333.738
	2008	$17.270655	$13.661861	17,749.033
	2007	$16.708979	$17.270655	15,451.070
	2006	$14.542572	$16.708979	19,085.480
	2005	$13.771444	$14.542572	37,509.341
	2004	$12.609999	$13.771444	43,038
	2003	$10.518000	$12.609999	44,170
Federated Fund for U.S. Government Securities II Subaccount Inception Date June 28, 1995	2014	$21.740349	$22.598269	50,475.725
	2013	$22.339823	$21.740349	53,870.480
	2012	$21.836037	$22.339823	67,775.064
	2011	$20.777219	$21.836037	72,192.407
	2010	$19.884787	$20.777219	74,525.993
	2009	$19.023115	$19.884787	116,210.160
	2008	$18.361462	$19.023115	141,396.224
	2007	$17.388494	$18.361462	193,115.879
	2006	$16.805776	$17.388494	201,515.600
	2005	$16.578556	$16.805776	256,300.708
	2004	$16.105222	$16.578556	297,704
	2003	$15.835000	$16.105222	387,836

	0.65%			
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Federated High Income Bond Fund II – Primary Shares Subaccount Inception Date September 18, 1995	2014	$31.038949	$31.688569	50,828.971
	2013	$29.200189	$31.038949	55,983.750
	2012	$25.624871	$29.200189	71,320.826
	2011	$24.523836	$25.624871	66,253.419
	2010	$21.514199	$24.523836	82,882.603
	2009	$14.166879	$21.514199	113,247.123
	2008	$19.267604	$14.166879	119,419.551
	2007	$18.750641	$19.267604	149,449.284
	2006	$17.031897	$18.750641	214,350.649
	2005	$16.698744	$17.031897	254,389.168
	2004	$15.215940	$16.698744	303,789
	2003	$12.531000	$15.215940	351,231
Federated Prime Money Fund II Subaccount Inception Date December 7, 1994	2014	$14.742173	$14.646976	112,047.364
	2013	$14.837994	$14.742173	138,630.948
	2012	$14.934983	$14.837994	172,551.944
	2011	$15.031798	$14.934983	193,702.724
	2010	$15.129344	$15.031798	151,015.399
	2009	$15.159159	$15.129344	158,034.893
	2008	$14.879709	$15.159159	237,697.406
	2007	$14.296822	$14.879709	184,412.287
	2006	$13.763074	$14.296822	185,440.362
	2005	$13.487982	$13.763074	214,989.127
	2004	$13.466238	$13.487982	262,560
	2003	$13.462000	$13.466238	376,674
Fidelity VIP Contrafund® Portfolio – Initial Class Subaccount Inception Date May 1, 2006	2014	$1.585911	$1.763861	243,808.751
	2013	$1.215818	$1.585911	266,285.386
	2012	$1.051197	$1.215818	72,164.086
	2011	$1.085432	$1.051197	160,308.386
	2010	$0.932014	$1.085432	141,700.401
	2009	$0.691234	$0.932014	142,489.299
	2008	$1.210280	$0.691234	263,384.615
	2007	$1.035939	$1.210280	0.000
	2006	$1.000000	$1.035939	0.000
Fidelity VIP Mid Cap Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$2.717176	$2.869341	25,435.820
	2013	$2.007507	$2.717176	26,378.655
	2012	$1.759650	$2.007507	27,451.413
	2011	$1.981342	$1.759650	28,733.034
	2010	$1.547891	$1.981342	30,067.510
	2009	$1.112132	$1.547891	34,332.213
	2008	$1.848487	$1.112132	36,699.708
	2007	$1.609103	$1.848487	42,655.794
	2006	$1.437037	$1.609103	65,452.479
	2005	$1.222571	$1.437037	44,455.332
	2004	$1.000	$1.222571	49,131
Fidelity VIP Value Strategies Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$1.979133	$2.099974	119,546.723
	2013	$1.526504	$1.979133	120,055.207
	2012	$1.207149	$1.526504	120,229.574
	2011	$1.332318	$1.207149	136,183.579
	2010	$1.058944	$1.332318	141,082.206
	2009	$0.676343	$1.058944	128,862.202
	2008	$1.393896	$0.676343	25,141.673
	2007	$1.327020	$1.393896	25,141.673
	2006	$1.148082	$1.327020	25,141.673
	2005	$1.125557	$1.148082	25,141.673
	2004	$1.000	$1.125557	25,142

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
NVIT Developing Markets Fund Subaccount Inception Date February 5, 1996	2014	$20.435144	$19.116077	18,647.451
	2013	$20.561296	$20.435144	21,243.813
	2012	$17.721376	$20.561296	27,298.854
	2011	$22.986636	$17.721376	38,217.316
	2010	$19.920664	$22.986636	40,440.949
	2009	$12.359231	$19.920664	45,851.456
	2008	$29.520112	$12.359231	69,412.895
	2007	$20.704447	$29.520112	85,052.843
	2006	$15.484852	$20.704447	109,321.500
	2005	$11.850324	$15.484852	150,138.318
	2004	$9.957720	$11.850324	203,184
	2003	$6.276000	$9.957720	207,243
Columbia Variable Portfolio – Mid Cap Growth Fund - Class 2 Shares(4) Subaccount Inception Date April 26, 2013	2014	$1.203029	$1.280629	73,479.646
	2013	$0.913671	$1.203029	74,792.435
Columbia Variable Portfolio - Seligman Global Technology Fund - Class 2 Shares Subaccount Inception Date June 18, 2001	2014	$1.664483	$2.069102	29,677.456
	2013	$1.335108	$1.664483	44,527.352
	2012	$1.255562	$1.335108	54,522.027
	2011	$1.345218	$1.255562	55,280.341
	2010	$1.176538	$1.345218	20,540.646
	2009	$0.730378	$1.176538	25,048.001
	2008	$1.233138	$0.730378	31,121.356
	2007	$1.076606	$1.233138	34,780.964
	2006	$0.920674	$1.076606	35,043.013
	2005	$0.858432	$0.920674	35,266.651
	2004	$0.832124	$0.858432	34,833
	2003	$0.616	$0.832124	34,771.816
Vanguard - Equity Index Subaccount Inception Date May 1, 2002	2014	$1.978052	$2.230711	534,304.401
	2013	$1.506201	$1.978052	559,773.473
	2012	$1.308529	$1.506201	591,928.013
	2011	$1.292033	$1.308529	677,257.474
	2010	$1.131654	$1.292033	823,362.337
	2009	$0.900797	$1.131654	851,407.662
	2008	$1.437694	$0.900797	1,147,458.135
	2007	$1.373192	$1.437694	1,141,591.533
	2006	$1.194465	$1.373192	1,142,943.169
	2005	$1.147196	$1.194465	1,451,022.563
	2004	$1.042081	$1.147196	1,227,352
	2003	$0.816000	$1.042081	863,820.761
Vanguard - Mid-Cap Index Subaccount Inception Date May 1, 2002	2014	$2.582503	$2.914621	52,592.509
	2013	$1.926416	$2.582503	56,483.401
	2012	$1.674201	$1.926416	57,273.569
	2011	$1.720098	$1.674201	62,020.552
	2010	$1.380944	$1.720098	88,568.493
	2009	$0.990167	$1.380944	98,781.883
	2008	$1.712888	$0.990167	94,739.209
	2007	$1.624344	$1.712888	231,954.469
	2006	$1.437207	$1.624344	191,536.049
	2005	$1.269154	$1.437207	189,212.254
	2004	$1.061727	$1.269154	213,788
	2003	$0.797000	$1.061727	168,033.293
Vanguard - REIT Index Subaccount Inception Date May 1, 2002	2014	$2.640693	$3.413608	238,104.275
	2013	$2.597295	$2.640693	267,383.321
	2012	$2.225664	$2.597295	265,580.623
	2011	$2.065794	$2.225664	263,254.836
	2010	$1.621212	$2.065794	284,623.925
	2009	$1.263518	$1.621212	300,120.856
	2008	$2.026627	$1.263518	320,605.392
	2007	$2.445905	$2.026627	238,811.900
	2006	$1.824468	$2.445905	324,811.039
	2005	$1.641967	$1.824468	370,184.894
	2004	$1.266290	$1.641967	812,377
	2003	$0.941000	$1.266290	240,889.768

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Vanguard – International Subaccount Inception Date May 1, 2007	2014	$1.211486	$1.130787	54,894.229
	2013	$0.989295	$1.211486	51,675.484
	2012	$0.828842	$0.989295	43,921.156
	2011	$0.964834	$0.828842	210,131.428
	2010	$0.839168	$0.964834	203,905.580
	2009	$0.591535	$0.839168	195,890.327
	2008	$1.080912	$0.591535	111,859.625
	2007	$1.000000	$1.080912	0.000
Vanguard - Short-Term Investment-Grade Subaccount Inception Date May 1, 2002	2014	$1.457339	$1.473385	1,527,000.465
	2013	$1.451222	$1.457339	1,560,178.627
	2012	$1.398904	$1.451222	1,276,722.604
	2011	$1.380145	$1.398904	1,097,306.392
	2010	$1.320221	$1.380145	508,309.401
	2009	$1.167051	$1.320221	542,800.426
	2008	$1.216702	$1.167051	253,165.517
	2007	$1.155054	$1.216702	602,341.023
	2006	$1.108055	$1.155054	524,509.007
	2005	$1.090718	$1.108055	483,081.580
	2004	$1.075578	$1.090718	437,812
	2003	$1.045000	$1.075578	543,197.414
Vanguard - Total Bond Market Index Subaccount Inception Date May 1, 2002	2014	$1.590828	$1.673679	275,674.797
	2013	$1.638680	$1.590828	252,668.466
	2012	$1.585578	$1.638680	248,743.565
	2011	$1.482418	$1.585578	227,992.628
	2010	$1.400983	$1.482418	147,514.720
	2009	$1.331021	$1.400983	169,928.443
	2008	$1.273128	$1.331021	203,276.302
	2007	$1.197784	$1.273128	479,035.302
	2006	$1.155766	$1.197784	542,142.246
	2005	$1.135982	$1.155766	539,317.948
	2004	$1.097255	$1.135982	480,132
	2003	$1.062000	$1.097255	187,818.265
Wanger International Subaccount Inception Date September 18, 1995	2014	$79.149573	$75.175353	9,089.357
	2013	$65.102210	$79.149573	9,345.267
	2012	$53.903913	$65.102210	12,875.298
	2011	$63.544865	$53.903913	14,193.646
	2010	$51.199411	$63.544865	16,776.413
	2009	$34.404821	$51.199411	21,560.004
	2008	$63.658274	$34.404821	24,635.963
	2007	$55.088165	$63.658274	32,993.774
	2006	$40.423609	$55.088165	42,449.409
	2005	$33.478705	$40.423609	58,796.030
	2004	$25.866750	$33.478705	74,012
	2003	$17.489	$25.866750	120,840
Wanger USA Subaccount Inception Date September 20, 1995	2014	$66.314153	$69.038315	19,639.715
	2013	$49.901662	$66.314153	21,344.755
	2012	$41.850812	$49.901662	26,850.733
	2011	$43.646843	$41.850812	32,670.665
	2010	$35.613826	$43.646843	35,115.682
	2009	$25.202687	$35.613826	39,077.407
	2008	$42.057961	$25.202687	51,464.033
	2007	$40.168299	$42.057961	64,053.591
	2006	$37.477896	$40.168299	72,348.000
	2005	$33.905369	$37.477896	97,299.979
	2004	$28.839247	$33.905369	136,830
	2003	$20.267	$28.839247	206,683

		0.65%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
WFAVT Small Cap Value Fund	2014	$21.238346	$22.041747	11,843.922
Subaccount Inception Date October 13, 1997	2013	$18.628198	$21.238346	12,349.027
	2012	$16.447925	$18.628198	10,738.085
	2011	$17.851312	$16.447925	11,652.575
	2010	$15.323712	$17.851312	19,152.239
	2009	$9.628819	$15.323712	25,402.117
	2008	$17.477916	$9.628819	35,079.886
	2007	$17.715411	$17.477916	50,620.956
	2006	$15.407767	$17.715411	52,917.198
	2005	$13.311104	$15.407767	55,825.527
	2004	$11.474112	$13.311104	61,828
	2003	$8.245	$11.474112	65,649

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Vanguard ETF - Balanced – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.268178	$1.319296	34,355.745
	2013	$1.143222	$1.268178	0.000
	2012	$1.059919	$1.143222	0.000
	2011	$1.051370	$1.059919	0.000
	2010	$0.953656	$1.051370	0.000
	2009	$0.823868	$0.953656	0.000
	2008	$1.000000	$0.823868	0.000
TA Vanguard ETF - Growth – Initial Class Subaccount Inception Date May 1, 2008	2014	$1.294159	$1.338090	85,362.635
	2013	$1.094879	$1.294159	305,686.835
	2012	$0.986784	$1.094879	109,294.179
	2011	$1.002759	$0.986784	0.000
	2010	$0.892871	$1.002759	0.000
	2009	$0.727352	$0.892871	0.000
	2008	$1.000000	$0.727352	0.000
TA Asset Allocation - Conservative - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.777465	$1.802855	223,996.831
	2013	$1.637441	$1.777465	260,060.654
	2012	$1.535241	$1.637441	163,027.418
	2011	$1.506722	$1.535241	174,588.914
	2010	$1.393560	$1.506722	422,096.808
	2009	$1.121188	$1.393560	1,385,763.475
	2008	$1.433189	$1.121188	525,046.818
	2007	$1.357347	$1.433189	822,690.587
	2006	$1.249478	$1.357347	391,141.716
	2005	$1.196796	$1.249478	318,647.301
	2004	$1.099033	$1.196796	130,336.081
	2003	$0.901	$1.099033	0.000
TA Asset Allocation - Growth - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.892871	$1.930068	218,762.920
	2013	$1.503869	$1.892871	46,933.617
	2012	$1.345684	$1.503869	50,740.022
	2011	$1.433403	$1.345684	54,189.135
	2010	$1.256320	$1.433403	44,345.047
	2009	$0.975014	$1.256320	83,005.760
	2008	$1.627352	$0.975014	154,980.656
	2007	$1.521618	$1.627352	100,775.107
	2006	$1.325911	$1.521618	44,908.422
	2005	$1.190160	$1.325911	41,740.306
	2004	$1.050140	$1.190160	94,903.793
	2003	$0.809	$1.050140	33,689.754
TA Asset Allocation - Moderate - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.864622	$1.901947	259,648.152
	2013	$1.655157	$1.864622	180,023.926
	2012	$1.523852	$1.655157	98,464.164
	2011	$1.526312	$1.523852	141,432.901
	2010	$1.393209	$1.526312	219,607.778
	2009	$1.110473	$1.393209	241,365.842
	2008	$1.511226	$1.110473	261,085.936
	2007	$1.410426	$1.511226	606,955.242
	2006	$1.274668	$1.410426	782,404.195
	2005	$1.195226	$1.274668	42,067.960
	2004	$1.081041	$1.195226	42,067.960
	2003	$0.872	$1.081041	0.000
TA Asset Allocation Moderate Growth - Initial Class -Subaccount Inception Date May 1, 2002	2014	$1.902502	$1.936898	123,802.790
	2013	$1.605574	$1.902502	333,701.974
	2012	$1.462039	$1.605574	124,754.037
	2011	$1.503233	$1.462039	124,001.514
	2010	$1.343509	$1.503233	124,104.906
	2009	$1.056183	$1.343509	136,513.522
	2008	$1.582672	$1.056183	154,933.380
	2007	$1.479067	$1.582672	175,955.918
	2006	$1.309030	$1.479067	154,139.178
	2005	$1.199903	$1.309030	184,803.851
	2004	$1.064711	$1.199903	91,569.709
	2003	$0.844	$1.064711	628.296

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Barrow Hanley Dividend Focused - Initial Class Subaccount Inception Date November 19, 2009	2014	$1.607474	$1.789678	263,222.402
	2013	$1.243464	$1.607474	179,885.381
	2012	$1.121374	$1.243464	140,872.807
	2011	$1.099686	$1.121374	103,957.012
	2010	$1.003146	$1.099686	94,612.136
	2009	$0.984669	$1.003146	164,254.049
TA Clarion Global Real Estate Securities - Initial Class Subaccount Inception Date May 3, 1999	2014	$2.903868	$3.273200	156,635.803
	2013	$2.815938	$2.903868	126,608.804
	2012	$2.265158	$2.815938	115,863.575
	2011	$2.420996	$2.265158	127,107.107
	2010	$2.108768	$2.420996	153,659.540
	2009	$1.592434	$2.108768	205,991.121
	2008	$2.784456	$1.592434	213,980.280
	2007	$3.007087	$2.784456	303,956.885
	2006	$2.129400	$3.007087	243,430.059
	2005	$1.890591	$2.129400	183,372.557
	2004	$1.433686	$1.890591	249,353.599
	2003	$1.064	$1.433686	141,437.415
TA JP Morgan Enhanced Index - Initial Class Subaccount Inception Date October 13, 1997	2014	$1.686162	$1.911018	388,331.717
	2013	$1.281948	$1.686162	254,553.428
	2012	$1.110107	$1.281948	97,919.247
	2011	$1.110207	$1.110107	104,535.631
	2010	$0.971153	$1.110207	145,796.124
	2009	$0.755010	$0.971153	221,208.333
	2008	$1.214189	$0.755010	376,754.552
	2007	$1.170247	$1.214189	450,354.749
	2006	$1.022456	$1.170247	329,649.305
	2005	$0.995663	$1.022456	239,167.447
	2004	$0.903588	$0.995663	356,013.180
	2003	$0.706	$0.903588	1,367,507.815
TA Morgan Stanley Capital Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$2.063317	$2.170913	3,722.364
	2013	$1.402219	$2.063317	3,941.001
	2012	$1.222684	$1.402219	15,148.617
	2011	$1.307783	$1.222684	15,317.176
	2010	$1.033909	$1.307783	15,377.266
	2009	$0.814366	$1.033909	24,405.281
	2008	$1.289378	$0.814366	24,467.096
	2007	$1.285789	$1.289378	24,533.100
	2006	$1.092643	$1.285789	24,575.118
	2005	$1.057672	$1.092643	24,618.523
	2004	$0.976384	$1.057672	24,665.248
	2003	$0.728	$0.976384	29,344.251
TA MFS International Equity - Initial Class Subaccount Inception Date May 1, 2002	2014	$1.956698	$1.841647	101,142.627
	2013	$1.669358	$1.956698	95,248.560
	2012	$1.376877	$1.669358	83,390.034
	2011	$1.542291	$1.376877	74,029.067
	2010	$1.406257	$1.542291	125,060.116
	2009	$1.067815	$1.406257	164,495.478
	2008	$1.662599	$1.067815	86,310.915
	2007	$1.534669	$1.662599	264,161.705
	2006	$1.256337	$1.534669	282,308.125
	2005	$1.121460	$1.256337	41,083.201
	2004	$0.988170	$1.121460	61,552.017
	2003	$0.795	$0.988170	573,521.694

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA PIMCO Total Return – Initial Class Subaccount Inception Date May 1, 2002	2014	$1.669318	$1.734331	1,839,247.657
	2013	$1.725779	$1.669318	1,861,174.914
	2012	$1.616724	$1.725779	2,344,695.201
	2011	$1.532735	$1.616724	2,242,491.098
	2010	$1.440582	$1.532735	2,972,647.552
	2009	$1.250812	$1.440582	3,300,558.231
	2008	$1.296409	$1.250812	2,461,946.651
	2007	$1.198895	$1.296409	2,136,858.946
	2006	$1.159058	$1.198895	1,339,704.667
	2005	$1.141145	$1.159058	948,781.784
	2004	$1.100269	$1.141145	469,691.245
	2003	$1.057	$1.100269	438,083.214
TA T. Rowe Price Small Cap – Initial Class Subaccount Inception Date May 1, 2006	2014	$1.997727	$2.112730	953,977.129
	2013	$1.397032	$1.997727	1,244,453.153
	2012	$1.216649	$1.397032	537,162.437
	2011	$1.205352	$1.216649	264,662.153
	2010	$0.903397	$1.205352	457,877.760
	2009	$0.656205	$0.903397	352,166.472
	2008	$1.037117	$0.656205	100,967.961
	2007	$0.953327	$1.037117	34,944.244
	2006	$1.000000	$0.953327	31,334.614
TA WMC US Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.808460	$1.994299	180,960.824
	2013	$1.375473	$1.808460	224,243.159
	2012	$1.224577	$1.375473	326,944.333
	2011	$1.281584	$1.224577	375,832.273
	2010	$1.095985	$1.281584	765,355.619
	2009	$0.854679	$1.095985	748,354.731
	2008	$1.594824	$0.854679	697,418.419
	2007	$1.381826	$1.594824	751,404.778
	2006	$1.280569	$1.381826	1,045,357.865
	2005	$1.107079	$1.280569	668,383.796
	2004	$0.963156	$1.107079	442,463.183
	2003	$0.739	$0.963156	132,041.061
TA Systematic Small/Mid Cap Value - Initial Class Subaccount Inception Date October 13, 1997	2014	$3.602955	$3.763003	71,682.146
	2013	$2.662879	$3.602955	161,612.008
	2012	$2.305216	$2.662879	184,101.978
	2011	$2.385877	$2.305216	107,088.427
	2010	$1.843184	$2.385877	107,073.343
	2009	$1.296675	$1.843184	196,535.472
	2008	$2.209283	$1.296675	67,795.772
	2007	$1.784469	$2.209283	6,767.293
	2006	$1.522885	$1.784469	6,849.837
	2005	$1.351056	$1.522885	25,269.206
	2004	$1.169963	$1.351056	25,270.111
	2003	$0.618	$1.169963	72,001.844
TA TS&W International Equity - Initial Class Subaccount Inception Date October 13, 1997	2014	$1.820166	$1.712950	5,014.735
	2013	$1.474810	$1.820166	5,067.594
	2012	$1.272734	$1.474810	19,935.794
	2011	$1.496114	$1.272734	38,906.356
	2010	$1.389521	$1.496114	112,197.913
	2009	$1.112090	$1.389521	131,136.113
	2008	$1.831795	$1.112090	153,771.834
	2007	$1.596493	$1.831795	218,674.036
	2006	$1.302305	$1.596493	172,677.792
	2005	$1.153030	$1.302305	80,040.571
	2004	$1.001104	$1.153030	149,064.803
	2003	$0.759	$1.001104	159,465.145

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
TA Morgan Stanley Mid-Cap Growth - Initial Class Subaccount Inception Date June 18, 2001	2014	$1.736620	$1.723952	51,474.921
	2013	$1.257457	$1.736620	163,420.560
	2012	$1.161461	$1.257457	189,881.168
	2011	$1.254313	$1.161461	112,532.154
	2010	$0.943775	$1.254313	346,764.687
	2009	$0.592214	$0.943775	464,706.225
	2008	$1.110891	$0.592214	20,254.345
	2007	$0.913439	$1.110891	152,129.663
	2006	$0.837324	$0.913439	49,829.856
	2005	$0.784383	$0.837324	78,862.301
	2004	$0.737599	$0.784383	63,389.867
	2003	$0.580	$0.737599	72,917.580
TA Multi-Managed Balanced – Initial Class Subaccount Inception Date April 29, 2010	2014	$1.535309	$1.688608	125,657.304
	2013	$1.309842	$1.535309	48,805.939
	2012	$1.172367	$1.309842	61,908.741
	2011	$1.135313	$1.172367	59,304.010
	2010	$1.000000	$1.135313	64,822.465
AB Global Thematic Growth Portfolio - Class B[1] Subaccount Inception Date June 18, 2001	2014	$1.010688	$1.051380	0.000
	2013	$0.828350	$1.010688	0.000
	2012	$0.737011	$0.828350	0.000
	2011	$0.969481	$0.737011	0.000
	2010	$0.823692	$0.969481	0.000
	2009	$0.541901	$0.823692	0.000
	2008	$1.039271	$0.541901	0.000
	2007	$0.873362	$1.039271	0.000
	2006	$0.811860	$0.873362	0.000
	2005	$0.789151	$0.811860	4,667.547
	2004	$0.756591	$0.789151	4,469.141
	2003	$0.530	$0.756591	494,672.402
AB Growth Portfolio - Class B[2] Subaccount Inception Date June 18, 2001	2014	$1.547674	$1.735299	13,592.496
	2013	$1.166023	$1.547674	14,482.571
	2012	$1.034356	$1.166023	15,042.692
	2011	$1.032093	$1.034356	15,682.778
	2010	$0.905811	$1.032093	16,310.705
	2009	$0.686852	$0.905811	16,946.922
	2008	$1.205553	$0.686852	68,262.039
	2007	$1.078118	$1.205553	77,474.204
	2006	$1.099834	$1.078118	78,313.840
	2005	$0.992572	$1.099834	116,864.962
	2004	$0.873163	$0.992572	148,989.076
	2003	$0.653	$0.873163	108,827.248
AB Large Cap Growth Portfolio - Class B[3] Subaccount Inception Date June 18, 2001	2014	$1.430067	$1.615867	0.000
	2013	$1.051681	$1.430067	0.000
	2012	$0.907958	$1.051681	0.000
	2011	$0.950421	$0.907958	0.000
	2010	$0.871834	$0.950421	0.000
	2009	$0.640654	$0.871834	0.000
	2008	$1.072589	$0.640654	0.000
	2007	$0.951182	$1.072589	0.000
	2006	$0.964473	$0.951182	0.000
	2005	$0.846104	$0.964473	59,279.966
	2004	$0.786798	$0.846104	0.000
	2003	$0.643	$0.786798	16,521.337
Columbia Variable Portfolio - Small Company Growth Fund - Class 1 Subaccount Inception Date March 31, 1997	2014	$1.992338	$1.885789	77,739.043
	2013	$1.428972	$1.992338	78,703.829
	2012	$1.285451	$1.428972	85,036.675
	2011	$1.371134	$1.285451	251,546.915
	2010	$1.076049	$1.371134	307,224.463
	2009	$0.862762	$1.076049	301,572.083
	2008	$1.468969	$0.862762	325,293.988
	2007	$1.304487	$1.468969	361,277.468
	2006	$1.169252	$1.304487	196,947.236
	2005	$1.146916	$1.169252	123,603.591
	2004	$1.036545	$1.146916	48,757.382
	2003	$0.725	$1.036545	55,416.233

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA Global Bond Portfolio Subaccount Inception Date January 18, 1995	2014	$1.532283	$1.564732	2,757,802.473
	2013	$1.549213	$1.532283	3,186,048.775
	2012	$1.488599	$1.549213	3,154,096.437
	2011	$1.434995	$1.488599	3,590,906.087
	2010	$1.369980	$1.434995	3,106,354.429
	2009	$1.316861	$1.369980	3,295,688.125
	2008	$1.270151	$1.316861	3,395,004.580
	2007	$1.213998	$1.270151	4,528,191.634
	2006	$1.179060	$1.213998	3,255,592.709
	2005	$1.168298	$1.179060	2,474,387.359
	2004	$1.145334	$1.168298	1,019,243.257
	2003	$1.123	$1.145334	1,057,068.273
DFA - VA International Small Portfolio Subaccount Inception Date October 6, 1995	2014	$3.506722	$3.279512	1,216,961.972
	2013	$2.780367	$3.506722	1,394,672.335
	2012	$2.345873	$2.780367	1,562,844.313
	2011	$2.774685	$2.345873	1,397,959.481
	2010	$2.239936	$2.774685	1,589,212.656
	2009	$1.613469	$2.239936	1,624,712.511
	2008	$2.845878	$1.613469	1,786,159.442
	2007	$2.689786	$2.845878	1,927,451.361
	2006	$2.170995	$2.689786	1,578,095.536
	2005	$1.795784	$2.170995	1,410,591.034
	2004	$1.403131	$1.795784	526,805.875
	2003	$0.897	$1.403131	397,317.897
DFA - VA International Value Portfolio Subaccount Inception Date October 3, 1995	2014	$2.436708	$2.245415	1,858,633.163
	2013	$2.018047	$2.436708	1,949,072.208
	2012	$1.738037	$2.018047	2,508,296.540
	2011	$2.108457	$1.738037	2,547,262.923
	2010	$1.921919	$2.108457	2,375,000.785
	2009	$1.403761	$1.921919	2,676,175.771
	2008	$2.609832	$1.403761	2,991,639.307
	2007	$2.374239	$2.609832	2,950,016.520
	2006	$1.778797	$2.374239	2,457,066.647
	2005	$1.539099	$1.778797	2,111,302.874
	2004	$1.223687	$1.539099	1,324,915.181
	2003	$0.821	$1.223687	1,018,620.501
DFA - VA U.S. Large Value Portfolio Subaccount Inception Date January 18, 1995	2014	$2.153419	$2.331552	2,968,523.866
	2013	$1.540675	$2.153419	3,299,703.185
	2012	$1.272952	$1.540675	4,801,596.035
	2011	$1.327998	$1.272952	5,178,069.864
	2010	$1.109158	$1.327998	5,235,684.521
	2009	$0.860061	$1.109158	5,835,679.865
	2008	$1.441822	$0.860061	6,481,822.264
	2007	$1.496749	$1.441822	6,356,491.840
	2006	$1.258606	$1.496749	5,292,496.499
	2005	$1.156087	$1.258606	4,122,414.256
	2004	$0.992228	$1.156087	2,738,097.837
	2003	$0.743	$0.992228	1,975,692.826
DFA - VA Short-Term Fixed Portfolio Subaccount Inception Date October 9, 1995	2014	$1.211387	$1.204091	3,227,567.571
	2013	$1.217407	$1.211387	4,345,860.663
	2012	$1.216377	$1.217407	4,472,938.553
	2011	$1.220179	$1.216377	4,419,377.987
	2010	$1.215846	$1.220179	4,652,629.202
	2009	$1.202571	$1.215846	4,379,838.288
	2008	$1.165498	$1.202571	4,369,461.200
	2007	$1.118629	$1.165498	4,747,373.593
	2006	$1.077128	$1.118629	3,122,824.176
	2005	$1.062080	$1.077128	2,545,735.191
	2004	$1.061815	$1.062080	1,751,843.893
	2003	$1.055	$1.061815	1,046,833.978

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
DFA - VA U.S. Targeted Value Portfolio Subaccount Inception Date October 6, 1995	2014	$3.289685	$3.386220	1,589,866.891
	2013	$2.291678	$3.289685	1,692,607.708
	2012	$1.922285	$2.291678	1,962,558.940
	2011	$2.028926	$1.922285	2,257,766.540
	2010	$1.583751	$2.028926	2,327,998.704
	2009	$1.260192	$1.583751	2,625,017.932
	2008	$2.013419	$1.260192	2,732,911.590
	2007	$2.357726	$2.013419	3,077,617.135
	2006	$1.963698	$2.357726	2,815,838.096
	2005	$1.867137	$1.963698	2,417,755.350
	2004	$1.527732	$1.867137	1,209,931.783
	2003	$0.926	$1.527732	914,254.787
The Dreyfus Socially Responsible Growth Fund, Inc. - Service Class Subaccount Inception Date June 18, 2001	2014	$1.427712	$1.603180	0.000
	2013	$1.073479	$1.427712	0.000
	2012	$0.968292	$1.073479	0.000
	2011	$0.969229	$0.968292	0.000
	2010	$0.852501	$0.969229	0.000
	2009	$0.643655	$0.852501	0.000
	2008	$0.991328	$0.643655	1,196.458
	2007	$0.929166	$0.991328	6,730.009
	2006	$0.859154	$0.929166	6,145.081
	2005	$0.837514	$0.859154	105,744.537
	2004	$0.796501	$0.837514	103,043.648
	2003	$0.638	$0.796501	82,137.189
Dreyfus - VIF Appreciation - Service Class Subaccount Inception Date June 18, 2001	2014	$1.704535	$1.824265	3,660.645
	2013	$1.421322	$1.704535	3,875.656
	2012	$1.300220	$1.421322	4,018.646
	2011	$1.204668	$1.300220	4,144.844
	2010	$1.054985	$1.204668	4,163.068
	2009	$0.869594	$1.054985	4,183.137
	2008	$1.246671	$0.869594	18,248.060
	2007	$1.175527	$1.246671	18,287.824
	2006	$1.019142	$1.175527	55,472.865
	2005	$0.986163	$1.019142	106,553.489
	2004	$0.948103	$0.986163	89,101.357
	2003	$0.791	$0.948103	78,836.449
Federated Managed Tail Risk Fund II – Primary Shares Subaccount Inception Date March 11, 2010	2014	$1.287589	$1.265637	37,243.468
	2013	$1.113969	$1.287589	54,934.958
	2012	$1.018725	$1.113969	55,220.831
	2011	$1.083721	$1.018725	60,795.931
	2010	$0.000000	$1.083721	59,596.519
Federated Managed Volatility Fund II Subaccount Inception Date July 20, 1995	2014	$1.780853	$1.8368718	250,691.564
	2013	$1.473773	$1.780853	147,552.415
	2012	$1.307694	$1.473773	132,260.395
	2011	$1.257457	$1.307694	135,394.802
	2010	$1.130295	$1.257457	316,149.172
	2009	$0.887741	$1.130295	191,417.196
	2008	$1.123355	$0.887741	171,273.523
	2007	$1.087909	$1.123355	352,386.189
	2006	$0.947787	$1.087909	478,278.433
	2005	$0.898411	$0.947787	288,725.443
	2004	$0.823457	$0.898411	168,337.700
	2003	$0.688	$0.823457	189,040.543
Federated Fund for U.S. Government Securities II Subaccount Inception Date June 28, 1995	2014	$1.517021	$1.575318	392,566.953
	2013	$1.560402	$1.517021	440,717.165
	2012	$1.526738	$1.560402	674,805.581
	2011	$1.454141	$1.526738	1,816,806.827
	2010	$1.393069	$1.454141	689,665.864
	2009	$1.334027	$1.393069	624,971.192
	2008	$1.288914	$1.334027	850,216.599
	2007	$1.221828	$1.288914	1,123,912.431
	2006	$1.182055	$1.221828	277,612.180
	2005	$1.167228	$1.182055	411,877.137
	2004	$1.135042	$1.167228	376,640.276
	2003	$1.117	$1.135042	260,708.164

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Federated High Income Bond Fund II – Primary Shares Subaccount Inception Date September 18, 1995	2014	$2.443080	$2.490162	318,142.738
	2013	$2.300638	$2.443080	293,533.468
	2012	$2.020960	$2.300638l	277,922.756
	2011	$1.936049	$2.020960	340,403.477
	2010	$1.700132	$1.936049	320,259.297
	2009	$1.120629	$1.700132	508,416.917
	2008	$1.525617	$1.120629	446,059.149
	2007	$1.486169	$1.525617	823,772.059
	2006	$1.351274	$1.486169	633,521.584
	2005	$1.326143	$1.351274	792,796.237
	2004	$1.209590	$1.326143	592,222.834
	2003	$0.997	$1.209590	2,900,468.282
Federated Prime Money Fund II Subaccount Inception Date December 7, 1994	2014	$1.101888	$1.093718	1,978,474.672
	2013	$1.110226	$1.101888	2,036,697.398
	2012	$1.118632	$1.110226	2,574,668.768
	2011	$1.127004	$1.118632	5,012,876.102
	2010	$1.135419	$1.127004	2,942,161.144
	2009	$1.138773	$1.135419	3,112,229.480
	2008	$1.118890	$1.138773	6,486,557.249
	2007	$1.076133	$1.118890	6,128,874.701
	2006	$1.036978	$1.076133	3,740,305.057
	2005	$1.017256	$1.036978	1,300,405.488
	2004	$1.016629	$1.017256	787,903.096
	2003	$1.017	$1.016629	709,882.433
Fidelity VIP Mid Cap Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$2.691209	$2.839092	62,498.749
	2013	$1.990295	$2.691209	90,469.198
	2012	$1.746298	$1.990295	100,494.078
	2011	$1.968276	$1.746298	109,704.375
	2010	$1.539202	$1.968276	373,272.862
	2009	$1.106984	$1.539202	158,036.827
	2008	$1.841767	$1.106984	201,477.156
	2007	$1.604856	$1.841767	318,481.093
	2006	$1.434664	$1.604856	462,840.849
	2005	$1.221755	$1.434664	302,141.439
	2004	$1.000	$1.221755	224,026.263
Fidelity VIP Value Strategies Portfolio - Initial Class Subaccount Inception Date May 1, 2004	2014	$1.960231	$2.077850	58,460.767
	2013	$1.513439	$1.960231	65,375.934
	2012	$1.198007	$1.513439	58,653.445
	2011	$1.323542	$1.198007	73,768.654
	2010	$1.052999	$1.323542	236,368.188
	2009	$0.673217	$1.052999	602,849.887
	2008	$1.388839	$0.673217	21,992.931
	2007	$1.323523	$1.388839	137,327.067
	2006	$1.146197	$1.323523	911.355
	2005	$1.124815	$1.146197	1,035.219
	2004	$1.000	$1.124815	1,435.910
NVIT Developing Markets Fund Subaccount Inception Date February 5, 1996	2014	$2.801917	$2.618454	150,408.576
	2013	$2.822010	$2.801917	178,093.454
	2012	$2.434664	$2.822010	195,471.331
	2011	$3.161172	$2.434664	374,923.096
	2010	$2.742248	$3.161172	356,308.947
	2009	$1.703041	$2.742248	506,275.529
	2008	$4.071796	$1.703041	395,134.780
	2007	$2.858661	$4.071796	444,202.252
	2006	$2.140103	$2.858661	531,265.945
	2005	$1.639412	$2.140103	593,387.513
	2004	$1.378954	$1.639412	207,493.666
	2003	$0.870	$1.378954	298,053.075
Columbia Variable Portfolio – Mid Cap Growth Fund - Class 2 Shares(4) Subaccount Inception Date April 26, 2013	2014	$1.202227	$1.278505	4,911.869
	2013	$1.000000	$1.202227	5,496.554

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Columbia Variable Portfolio - Seligman Global Technology Fund - Class 2 Shares Subaccount Inception Date June 18, 2001	2014	$1.643870	$2.041467	3,892.452
	2013	$1.319885	$1.643870	4,340.181
	2012	$1.242491	$1.319885	4,840.531
	2011	$1.332536	$1.242491	5,375.349
	2010	$1.166602	$1.332536	5,687.200
	2009	$0.724925	$1.166602	13,022.167
	2008	$1.225154	$0.724925	13,228.350
	2007	$1.070706	$1.225154	13,437.452
	2006	$0.916532	$1.070706	13,531.924
	2005	$0.855419	$0.916532	17,094.191
	2004	$0.830041	$0.855419	17,307.639
	2003	$0.615	$0.830041	138,499.989
Vanguard - Equity Index Subaccount Inception Date May 1, 2002	2014	$1.955195	$2.202751	1,715,055.436
	2013	$1.490280	$1.955195	2,453,476.199
	2012	$1.295991	$1.490280	2,755,534.355
	2011	$1.280928	$1.295991	3,128,013.907
	2010	$1.123044	$1.280928	3,033,342.161
	2009	$0.894835	$1.123044	3,185,467.046
	2008	$1.429603	$0.894835	2,987,736.500
	2007	$1.366826	$1.429603	2,720,577.094
	2006	$1.190108	$1.366826	2,303,408.299
	2005	$1.144147	$1.190108	1,997,657.075
	2004	$1.040340	$1.144147	1,199,088.521
	2003	$0.816	$1.040340	601,035.067
Vanguard - Mid-Cap Index Subaccount Inception Date May 1, 2002	2014	$2.552680	$2.878096	943,857.679
	2013	$1.906061	$2.552680	1,027,928.628
	2012	$1.658178	$1.906061	1,056,561.385
	2011	$1.705325	$1.658178	1,124,655.800
	2010	$1.370434	$1.705325	1,228,652.415
	2009	$0.983603	$1.370434	1,257,052.983
	2008	$1.703236	$0.983603	1,288,940.040
	2007	$1.616796	$1.703236	1,505,146.241
	2006	$1.431957	$1.616796	1,198,117.291
	2005	$1.265777	$1.431957	860,565.638
	2004	$1.059954	$1.265777	657,374.892
	2003	$0.797	$1.059954	375,251.347
Vanguard - REIT Index Subaccount Inception Date May 1, 2002	2014	$2.610284	$3.370951	587,041.537
	2013	$2.569938	$2.610284	619,107.722
	2012	$2.204421	$2.569938	721,929.505
	2011	$2.048103	$2.204421	692,069.931
	2010	$1.608907	$2.048103	913,852.376
	2009	$1.255178	$1.608907	806,140.152
	2008	$2.015271	$1.255178	842,300.172
	2007	$2.434636	$2.015271	542,455.051
	2006	$1.817860	$2.434636	573,814.059
	2005	$1.637629	$1.817860	412,308.480
	2004	$1.264203	$1.637629	451,134.496
	2003	$0.940	$1.264203	796,775.233
Vanguard International Subaccount Inception Date May 1, 2007	2014	$1.203491	$1.122196	986,377.876
	2013	$0.983734	$1.203491	1,105,772.123
	2012	$0.825014	$0.983734	1,147,030.176
	2011	$0.961321	$0.825014	722,212.653
	2010	$0.836939	$0.961321	533,208.072
	2009	$0.590557	$0.836939	571,325.397
	2008	$1.080202	$0.590557	468,647.692
	2007	$1.000000	$1.080202	0.000

		0.75%		
Subaccount	Year	Beginning AUV	Ending AUV	# Units
Vanguard - Short-Term Investment-Grade Subaccount Inception Date May 1, 2002	2014	$1.440592	$1.454979	2,317,270.682
	2013	$1.435940	$1.440592	2,143,325.792
	2012	$1.385561	$1.435940	2,627,656.100
	2011	$1.368293	$1.385561	2,789,049.764
	2010	$1.310158	$1.368293	2,624,337.415
	2009	$1.159317	$1.310158	2,174,669.489
	2008	$1.209831	$1.159317	1,624,972.547
	2007	$1.149679	$1.209831	1,839,908.393
	2006	$1.104000	$1.149679	1,359,403.994
	2005	$1.087798	$1.104000	1,142,790.161
	2004	$1.073787	$1.087798	810,288.698
	2003	$1.045	$1.073787	703,167.020
Vanguard - Total Bond Market Index Subaccount Inception Date May 1, 2002	2014	$1.572469	$1.652721	1,751,595.984
	2013	$1.621380	$1.572469	2,160,720.569
	2012	$1.570406	$1.621380	2,249,109.293
	2011	$1.469683	$1.570406	2,185,060.282
	2010	$1.390332	$1.469683	2,272,009.119
	2009	$1.322209	$1.390332	1,620,590.868
	2008	$1.265951	$1.322209	1,441,962.202
	2007	$1.192224	$1.265951	1,710,133.553
	2006	$1.151548	$1.192224	1,225,763.972
	2005	$1.132964	$1.151548	464,698.859
	2004	$1.095438	$1.132964	328,976.964
	2003	$1.061	$1.095438	357,180.924
Wanger International Subaccount Inception Date September 18, 1995	2014	$3.262426	$3.095536	160,020.136
	2013	$2.686083	$3.262426	232,764.214
	2012	$2.226261	$2.686083	217,048.284
	2011	$2.627043	$2.226261	185,412.450
	2010	$2.118764	$2.627043	406,045.205
	2009	$1.425175	$2.118764	242,219.984
	2008	$2.639595	$1.425175	260,112.179
	2007	$2.286518	$2.639595	345,045.751
	2006	$1.679508	$2.286518	262,088.161
	2005	$1.392339	$1.679508	146,456.705
	2004	$1.076834	$1.392339	454,008.176
	2003	$0.729	$1.076834	248,012.565
Wanger USA Subaccount Inception Date September 20, 1995	2014	$2.706684	$2.815081	235,040.292
	2013	$2.038812	$2.706684	265,880.798
	2012	$1.711579	$2.038812	297,079.309
	2011	$1.786799	$1.711579	421,916.009
	2010	$1.459396	$1.786799	477,511.737
	2009	$1.033793	$1.459396	643,088.987
	2008	$1.726906	$1.033793	693,532.203
	2007	$1.650964	$1.726906	1,043,658.627
	2006	$1.541919	$1.650964	1,169,927.477
	2005	$1.396325	$1.541919	953,921.041
	2004	$1.188865	$1.396325	661,593.565
	2003	$0.836	$1.188865	687,354.715
WFAVT Small Cap Value Fund Subaccount Inception Date October 13, 1997	2014	$1.868953	$1.937727	25,532.196
	2013	$1.640892	$1.868953	83,707.461
	2012	$1.450293	$1.640892	85,278.407
	2011	$1.575600	$1.450293	118.690
	2010	$1.353869	$1.575600	25,363.320
	2009	$0.851567	$1.353869	160,517.795
	2008	$1.547287	$0.851567	19,402.256
	2007	$1.569876	$1.547287	24,964.614
	2006	$1.366730	$1.569876	412,990.563
	2005	$1.181914	$1.366730	485,888.681
	2004	$1.019821	$1.181914	357,556.116
	2003	$0.742	$1.019821	291,360.828

(1) Effective May 1, 2015, AllianceBernstein Global Thematic Growth Portfolio will change its name to AB Global Thematic Growth Portfolio.

(2) Effective May 1, 2015, AllianceBernstein Growth Portfolio will change its name to AB Growth Portfolio.

(3) Effective May 1, 2015, AllianceBernstein Large Cap Growth Portfolio will change its name to AB Large Cap Growth Portfolio.

(4) Effective May 1, 2015 Columbia Variable Portfolio – Mid Cap Growth Opportunities Fund will change its name to Columbia Variable Portfolio – Mid Cap Growth Fund.

APPENDIX C: POLICY FORM NUMBER NA103

If you are a Policy Owner of Policy Form Number NA103, below is a description of the significant features of your Policy and the available investment choices that may be different than those described in the Prospectus. (The Policy Form Number appears on the bottom left-hand corner of your Policy.) Please see your actual Policy and any attachments for determining your specific coverage.

The Nursing Care and Terminal Condition Option, Unemployment Waiver Option, and the Guaranteed Minimum Death Benefit Options are currently not available to Policy Owners of Policy Form Number NA103.

Annuity Payment Options

The income you take from the Contract during the Income Phase can take several different forms, depending on your particular needs. Except for the Designated Period Annuity Option listed below, the Annuity Payment Options listed below are available on either a variable basis or a fixed basis.

If available on a variable basis, the Annuity Payment Options provide payments that, after the initial payment, will go up or down depending on the investment performance of the Portfolios you choose.

If available on a fixed basis, the Annuity Payment Options provide payments in an amount that does not change. If you choose a fixed Annuity Payment Option, TPLIC will move your investment out of the Portfolios and into the general account of TPLIC.

- **Life Annuity**—Monthly Annuity Payments are paid for the life of an Annuitant, ending with the last payment before the Annuitant dies.

- **Joint and Last Survivor Annuity**—Monthly Annuity Payments are paid for as long as at least one of two named Annuitants is living, ending with the last payment before the surviving Annuitant dies.

- **Life Annuity With Period Certain**—Monthly Annuity Payments are paid for as long as the Annuitant lives, with payments guaranteed to be made for a period of at least 10 years, 15 years, or 20 years, as elected. If the Annuitant dies before the period certain ends, TPLIC will make any remaining payments to the Beneficiary.

- **Installment or Unit Refund Life Annuity**—Available as either a fixed (Installment Refund) or variable (Unit Refund) Annuity Payment Option. Monthly Annuity Payments are paid for the life of an Annuitant, with a period certain determined by dividing the Accumulated Value by the first Annuity Payment. If the Annuitant dies before the period certain ends, TPLIC will make any remaining payments to the Beneficiary.

- **Designated Period Annuity**—Available only on a fixed basis. Monthly Annuity Payments are paid for a specified period, which may be from 10 to 30 years.

Mortality and Expense Risk Charge

TPLIC charges a fee as compensation for bearing certain mortality and expense risks under the Contract. The annual charge is assessed daily based on the net assets of the Separate Account. The annual Mortality and Expense Risk Charge is 0.50% of the net asset value of the Separate Account.

We guarantee that this annual charge will not increase. If the charge is more than sufficient to cover actual costs or assumed risks, any excess will be added to TPLIC’s surplus. If the charges collected under the Contract are not enough to cover actual costs or assumed risks, then TPLIC will bear the loss. We expect to profit from this charge. We may use any profits for any proper purpose, including distribution expenses.

Fee Table

The following table describes the fees and expenses that you will pay when buying, owning and surrendering the Contract. The first table describes the fees and expenses that you will pay at the time you buy the Contract, surrender the Contract, or transfer Cash Value between investment choices. State premium taxes may also be deducted.

Contract Owner Transaction Expenses	
Sales Load Imposed on Purchases	None
Contingent Deferred Sales Load (surrender charge)	None
Transfer Fees[1]	$10
Special Service Fee	$0 - $25

(1) TPLIC does not currently charge a fee for transfers among the Subaccounts, although it reserves the right to charge a $10 fee for each transfer in excess of 12 per Policy Year.

The next table describes the fees and expenses that you will pay periodically during the time that you own the Contract, not including Portfolio fees and expenses.

Annual Policy Service Charge	$0 - $30
Separate Account Annual Expenses (as a percentage of assets in the Separate Account)	
Base Separate Account Expenses:	
Mortality and Expense Risk Fee	0.50%
Administrative Charge	0.15%
Total Base Separate Account Annual Expenses	0.65%

The next item shows the lowest and highest total operating expenses charged by the Portfolios for the year ended December 31, 2014. 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.

Portfolio Annual Expenses[1]	**Lowest**	**Highest**
Expenses that are deducted from portfolio assets, including management fees, distribution and/or service 12b-1 fees, and other expenses.	0.25%	1.71%

(1) The fee table information relating to the Portfolios was provided to TPLIC by the underlying funds, their investment advisors or managers, and TPLIC has not independently verified such information. Actual future expenses of the underlying funds may be greater or less than those shown in the Table. "Gross" expense figures do not reflect any fee waivers or expense reimbursements. Actual expenses may have been lower than those shown in the Table.

EXAMPLE TABLE

The following example illustrates the highest fees and expenses of any of the Portfolios for the year ended December 31, 2014, and the highest combination of Separate Account expenses that you would incur on a $10,000 Purchase Payment over various periods, assuming (1) a 5% annual rate of return and (2) full surrender at the end of each period. As noted in the Fee Table, the Contract imposes no surrender or withdrawal charges of any kind. Your expenses are identical whether you continue the Contract or withdraw the entire value of your Contract at the end of the applicable period as a lump sum or under one of the Contract's Annuity Payment Options.

1 Year	3 Years	5 Years	10 Years
$239	$738	$1,262	$2,700

You should not consider this example to be a representation of past or future expenses or performance. Actual expenses may be higher or lower than those shown. In addition, your rate of return may be more or less than the 5% assumed in the example.

For information concerning compensation paid for sale of the Policies, see "Distribution of the Policies."

Minimum Balance Requirements

The minimum required balance in any Portfolio is $250, except where Purchase Payments are made by monthly payroll deduction. The minimum required balance in any General Account Guaranteed Option, except the Dollar Cost Averaging Fixed Account Option, is $1,000. If an exchange or withdrawal would reduce the balance in a Portfolio to less than $250 (or $1,000 in the case of a General Account Guaranteed Option other than the Dollar Cost Averaging Fixed Account Option), TPLIC will transfer the remaining balance to the remaining Portfolios under the Contract on a pro rata basis. If the entire value of the Contract falls below $1,000, and if you have not made a Purchase Payment within three years, TPLIC may notify you that the Accumulated Value of your Contract is below the minimum balance requirement. In that case, you will be given 60 days to make an Additional Purchase Payment before your Contract is liquidated. TPLIC would then promptly pay proceeds to the Contract Owner. The proceeds would be taxed as a withdrawal from the Contract. Full withdrawal will result in an automatic termination of the Contract. We will not exercise this right to cancel your Contract if it is a Qualified Contract.

DEATH BENEFIT

In General

If the Annuitant dies during the Accumulation Phase, the Beneficiary will receive the Death Benefit. The Death Benefit is the greater of the then-current Accumulated Value of the Contract (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) or the Adjusted Death Benefit. During the first six Contract Years, the Adjusted Death Benefit is the sum of all Net Purchase Payments minus any partial withdrawals. During each following six-year period, the Adjusted Death Benefit is the Death Benefit on the last day of the previous six-year period plus any Net Purchase Payments made during that six-year period minus any partial withdrawals taken during that six-year period. After the Annuitant reaches age 75, the Adjusted Death Benefit remains equal to the Death Benefit on the last day of the six-year period before the Annuitant reaches age 75 plus any Net Purchase Payments subsequently made minus any partial withdrawals subsequently taken. The Beneficiary may elect to receive these amounts as a lump sum or as Annuity Payments.

Federal tax law requires that if a Contract Owner is a natural person and dies before the Annuity Date, then the entire value of the Contract must be distributed within five years of the date of death of the Contract Owner. If the Contract Owner is not a natural person, the death of the primary Annuitant triggers the same distribution requirement. Special rules may apply to a surviving spouse.

Death of the Annuitant During the Accumulation Phase

If the Annuitant dies during the Accumulation Phase, the Beneficiary will be entitled to the Death Benefit. When TPLIC receives Due Proof of Death of the Annuitant, TPLIC will calculate the Death Benefit. The Beneficiary can choose to receive the amount payable in a lump-sum cash benefit or under one of the Annuity Payment Options. The Contract Owner can choose an Annuity Payment Option for the Beneficiary before the Annuitant's death. However, if the Contract Owner does not make such a choice and TPLIC has not already paid a cash benefit, the Beneficiary may choose a payment option after the Annuitant's death.
Paid as a lump sum, the Death Benefit is the greater of:

(1) the Accumulated Value (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) on the date we receive Due Proof of Death; or

(2) the Adjusted Death Benefit.

Paid under one of the Annuity Payment Options, the Death Benefit will be based on the greater of:

(1) the Accumulated Value (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) on the Annuity Date elected by the Beneficiary and approved by TPLIC; or

(2) the Adjusted Death Benefit.

The amount of the Adjusted Death Benefit is calculated as follows. During the first six Contract Years, the Adjusted Death Benefit is the sum of all Net Purchase Payments minus any partial withdrawals. During each following six-year period, the Adjusted Death Benefit is the Death Benefit on the last day of the previous six-year period plus any Net Purchase Payments made during that six-year period minus any partial withdrawals taken during that six-year period. After the Annuitant reaches age 75, the Adjusted Death Benefit remains equal to the Death Benefit on the last day of the six-year period before the Annuitant reaches age 75 plus any Net Purchase Payments subsequently made minus any partial withdrawals subsequently taken.

Death of the Annuitant During the Income Phase

The Death Benefit, if any, payable if the Annuitant dies during the Income Phase, depends on the Annuity Payment Option selected. Upon the Annuitant's death, TPLIC will pay the Death Benefit, if any, to the Beneficiary under the Annuity Payment Option in effect. For instance, if the Life Annuity With Period Certain option has been elected, and if the Annuitant dies during the Income Phase, then any unpaid payments certain will be paid to the Beneficiary.

Joint Annuitants

The Contract permits you as Contract Owner to name a Joint Annuitant. This can have different effects depending on whether the Contract is in the Accumulation Phase or the Income Phase.

During the Accumulation Phase, the Death Benefit is payable only after the death of both the Annuitant and the Joint Annuitant.

During the Income Phase, it will not matter that you have named a Joint Annuitant unless you have chosen an Annuity Payment Option, such as the Joint and Last Survivor Annuity option, that pays over the life of more than one person. Therefore, if you have chosen an Annuity Payment Option that provides income over the life of someone other than the person named as Joint Annuitant, the Joint Annuitant's death during the Income Phase will have no effect on the benefits due under the Contract.

Designation of a Beneficiary

The Contract Owner may select one or more Beneficiaries and name them in the customer order form. Thereafter, while the Annuitant or Joint Annuitant is living, the Contract Owner may change the Beneficiary by written notice. The change will take effect as of the date the Contract Owner signs the notice, but it will not affect any payment made or any other action taken before TPLIC acknowledges the notice. The Contract Owner may also make the designation of Beneficiary irrevocable by sending written notice to TPLIC and obtaining approval from TPLIC. Changes in the Beneficiary may then be made only with the consent of the designated irrevocable Beneficiary.

If the Annuitant dies during the Accumulation Period, the following will apply unless the Contract Owner has made other provisions:

- If there is more than one Beneficiary, each will share in the Death Benefit equally.
- If one or two or more Beneficiaries have already died, TPLIC will pay that share of the Death Benefit equally to the survivor(s).
- If no Beneficiary is living, TPLIC will pay the proceeds to the Contract Owner.
- If a Beneficiary dies at the same time as the Annuitant, TPLIC will pay the proceeds as though the Beneficiary had died first. If a Beneficiary dies within 15 days after the Annuitant's death and before TPLIC receives due proof of the Annuitant's death, TPLIC will pay proceeds as though the Beneficiary had died first.

If a Beneficiary who is receiving Annuity Payments dies, TPLIC will pay any remaining Payments Certain to that Beneficiary's named Beneficiary(ies) when due. If no Beneficiary survives the Annuitant, the right to any amount payable will pass to the Contract Owner. If the Contract Owner is not living at this time, this right will pass to his or her estate.

Death of the Contract Owner

Death of the Contract Owner During the Accumulation Phase. With two exceptions, federal tax law requires that when either the Contract Owner or the Joint Owner (if any) dies during the Accumulation Phase, TPLIC must pay out the entire value of the Contract within five years of the date of death. First exception: If the entire value is to be distributed to the Owner's Designated Beneficiary, he or she may elect to have it paid under an Annuity Payment Option over his or her life or over a period certain no longer than his or her life expectancy as long as the payments begin within one year of the Contract Owner's death. Second exception: If the Owner's Designated Beneficiary is the spouse of the Contract Owner (or Joint Owner), the spouse may elect to continue the Contract in his or her name as Contract Owner indefinitely and to continue deferring tax on the accrued and future income under the Contract. ("Owner's Designated Beneficiary" means the natural person whom the Contract Owner names as a beneficiary and who becomes the Contract Owner upon the Contract Owner's death.) If the Contract Owner and the Annuitant is the same person, then upon that person's death the Beneficiary is entitled to the Death Benefit. In this regard, see **Death of the Annuitant During the Accumulation Phase**.

Death of the Contract Owner During the Income Phase. Federal tax law requires that when either the Contract Owner or the Joint Owner (if any) dies during the Income Phase, TPLIC must pay the remaining portions of the value of the Contract at least as rapidly as under the method of distribution being used on the date of death.

Non-Natural Person as Contract Owner. Where the Contract Owner is not a natural person (for example, is a corporation), the death of the "primary Annuitant" is treated as the death of the Contract Owner for purposes of federal tax law. (The Internal Revenue Code defines a "primary Annuitant" as the individual who is of primary importance in affecting the timing or the amount of payout under the Contract.) In addition, where the Contract Owner is not a natural person, a change in the identity of the "primary Annuitant" is also treated as the death of the Contract Owner for purposes of federal tax law.

Payment of Lump-Sum Death Benefits

TPLIC will pay lump-sum Death Benefits within seven days after the election to take a lump sum becomes effective except in one of the following situations, in which TPLIC may delay the payment beyond seven days:

- the New York Stock Exchange is closed on a day that is not a weekend or a holiday, or trading on the New York Stock Exchange is otherwise restricted
- an emergency exists as defined by the SEC, or the SEC requires that trading be restricted
- the SEC permits a delay for your protection as a Contract Owner
- the payment is derived from premiums paid by check, in which case TPLIC may delay payment until the check has cleared your bank.

APPENDIX D: POLICY FORM NUMBER AV515 101 130 600

If you are a Policy Owner of Policy Form Number AV515 101 130 600, below is a description of the significant features of your Policy and the available investment choices that may be different than described in the Prospectus. (The Policy Form Number appears on the bottom left-hand corner of your Policy.) Please see your actual Policy and any attachments for determining your specific coverage.

Annuity Payment Options

The income you take from the Contract during the Income Phase can take several different forms, depending on your particular needs. Except for the Interest Payments Option, Income for a Specified Period Option, and Income for a Specified Amount listed below, the Annuity Payment Options listed below are available on either a variable basis or a fixed basis.

If available on a variable basis, the Annuity Payment Options provide payments that, after the initial payment, will go up or down depending on the investment performance of the Portfolios you choose.

If available on a fixed basis, the Annuity Payment Options provide payments in an amount that does not change. If you choose a fixed Annuity Payment Option, TPLIC will move your investment out of the Portfolios and into the general account of TPLIC.

- **Interest Payments.** We will pay the interest on the amount we use to provide annuity payments in equal payments, or this amount may be left to accumulate for a period of time to which you and TPLIC agree. You and TPLIC will agree on withdrawal rights when you elect this option.

- **Income for a Specified Period.** We will make level payments only for a fixed period you choose. No funds will remain at the end.

- **Life Income.** You may choose between:

  Fixed Payments
  - No Period Certain–We will make level payments only during the Annuitant's lifetime.
  - 10 Years Certain—We will make level payments for the longer of the Annuitant's lifetime or ten years.
  - Guaranteed Return of Policy Proceeds—We will make level payments for the longer of the Annuitant's lifetime or until the total dollar amount of payments we make to you equals the amount applied to this option.

  Variable Payments
  - No Period Certain—Payments will be made only during the lifetime of the Annuitant.
  - 10 Years Certain—Payments will be made for the longer of the Annuitant's lifetime or ten years.

  Life with Emergency Cash® (fixed or variable)

  Payments will be made during the lifetime of the Annuitant. With the Life with Emergency Cash® feature, you are able to surrender all or a portion of the Life with Emergency Cash® benefit. The amount you surrender must be at least $2,500. We will provide you with a Life with Emergency Cash® benefit schedule that will assist you in estimating the amount you have available to surrender. A partial surrender will reduce all future payments. A surrender charge may apply and there may be tax consequences (consult a tax advisor before requesting a full or partial surrender). The maximum surrender charge is 4% of the amount you surrender.

  The Life with Emergency Cash® benefit is also a death benefit that is paid upon the death of the Annuitant. (For qualified policies, the death benefit ceases at the date the annuitant reaches the IRS joint age limitation determined at Policy issue date.) The death benefit will be paid if the annuitant dies before age 101. The amount of the death benefit is calculated the same as the "Emergency Cash Benefit" under the rider. The Emergency Cash Benefit is determined by multiplying the current annuity payment that is supported by the "Surrender

Factor" (a factor used to determine the amount that is available to surrender) that is included on the Emergency Cash Benefit Schedule in the rider, less any applicable surrender charges. The beneficiary may choose an Annuity Payment Option, or may choose to receive a lump sum.

- **Income of a Specified Amount.** Payments are made for any specified amount until the amount applied to this option, with interest, is exhausted. This will be a series of level payments followed by a smaller final payment.

- **Joint and Survivor Annuity.** You may choose between:

  Fixed Payments
  - Payments are made during the joint lifetime of the Annuitant and a Joint Annuitant of your selection. Payments will be made as long as either person is living.

  Variable Payments
  - Payments are made during the joint lifetime of the Annuitant and a Joint Annuitant of your selection. Payments will be made as long as either person is living.

  Life with Emergency Cash® (fixed or variable)

  Payments will be made during the joint lifetime of the Annuitant and a Joint Annuitant of your selection. Payments will be made as long as either person is living. With the Life with Emergency Cash® feature, you are able to surrender all or a portion of the Life with Emergency Cash® benefit. The amount you surrender must be at least $2,500. We will provide you with a Life with Emergency Cash® benefit schedule that will assist you in estimating the amount you have available to surrender. A partial surrender will reduce all future payments pro rata. A surrender charge may apply and there may be tax consequences (consult a tax advisor before requesting a full or partial surrender). The maximum surrender charge is 4% of the annuitized amount (see "Expenses" for the surrender charge schedule).

  The Life with Emergency Cash® benefit is also a death benefit that is paid upon the death of the surviving Annuitant. (For qualified policies the death benefit ceases on the date the surviving Joint Annuitant reaches the IRS joint age limitation.)

Mortality and Expense Risk Charge

TPLIC charges a fee as compensation for bearing certain mortality and expense risks under the Contract. The annual charge is assessed daily based on the net assets of the Separate Account. The annual Mortality and Expense Risk Charge is 0.60%, 0.50% or 0.40% (depending on the selected Death Benefit Option) of the net asset value of the Separate Account.

We guarantee that these annual charges will not increase. If the charges are more than sufficient to cover actual costs or assumed risks, any excess will be added to TPLIC's surplus. If the charges collected under the Contract are not enough to cover actual costs or assumed risks, then TPLIC will bear the loss. We expect to profit from this charge. We may use any profit for any proper purpose, including distribution expenses.

FEE TABLE

The following table describes the fees and expenses that you will pay when buying, owning and surrendering the Policy. The first table describes the fees and expenses that you will pay at the time you buy the Policy, surrender the Policy, or transfer Cash Value between investment choices. State premium taxes may also be deducted, and 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 Imposed on Premiums	None
Contingent Deferred Sales Load (surrender charge)[2]	None
Transfer Fees[1]	$10
Special Service Fee	$0 - $25

(1) TPLIC does not currently charge a fee for transfers among the Subaccounts, although it reserves the right to charge a $10 fee for each transfer in excess of 12 per Policy Year.

(2) If you select the Life With Emergency Cash® annuity payment option, you will be subject to a surrender charge after the Annuity Commencement Date. See Section 5, "Expenses."

The next table describes the fees and expenses that you will pay periodically during the time that you own the Policy, not including Portfolio fees and expenses.

Annual Policy Service Charge	$0 - $30
Separate Account Annual Expenses (as a percentage of assets in the Separate Account)	
Base Separate Account Expenses:	
Mortality and Expense Risk Fee	0.45%
Administrative Charge	0.15%
Total Base Separate Account Annual Expenses	0.60%
Optional Separate Account Expenses:	
Double Enhanced Death Benefit	0.15%
6 Year Step-Up Death Benefit	0.05%
Total Separate Account Annual Expenses with Highest Optional Separate Account Expenses[1]	0.75%
Annual Optional Rider Fees:	
Additional Death Benefit Fee[2]	0.25%
Additional Death Distribution – II[3]	0.55%

(1) Total Separate Account Annual Expenses reflect the base separate account expenses plus the Double Enhanced Death Benefit.

(2) The annual rider fee is 0.25% of the Policy Value and is deducted on the rider anniversary date. The prorated fee will be charged upon termination.

(3) The annual rider fee is 0.55% of the Policy Value and is deducted on the rider anniversary date. The prorated fee will be charged upon termination.

The next item shows the lowest and highest total operating expenses charged by the Portfolios for the year ended December 31, 2014 (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[1]	**Lowest**	**Highest**
Expenses that are deducted from portfolio assets, including management fees, distribution and/or service 12b-1 fees, and other expenses.	0.16%	1.71%

(1) The fee table information relating to the Portfolios is for the year ending December 31, 2014 (unless otherwise noted) and was provided to TPLIC by the underlying funds, their investment advisors or managers, and TPLIC has not and cannot independently verify the accuracy or completeness of such information. Actual future expenses of the underlying funds may be greater or less than those shown in the Table. "Gross" expense figures do not reflect any fee waivers or expense reimbursements. Actual expenses may have been lower than those shown in the Table.

EXAMPLE TABLE A

The following example illustrates the highest fees and expenses of any of the Portfolios for the year ended December 31, 2014, and the highest combination of Separate Account expenses that you would incur on a $10,000 Premium Payment over various periods, assuming (1) a 5% annual rate of return, (2) full surrender at the end of each period, and (3) assuming no optional riders have been selected. The examples assume that current fee waivers and expense reimbursement arrangements for a fund will continue for the periods shown. As noted in the Fee Table, the Policy imposes no surrender or withdrawal charges of any kind. Your expenses are identical whether you continue the Policy or withdraw the entire value of your Policy at the end of the applicable period as a lump sum or under one of the Policy's Annuity Payment Options. The expenses reflect different mortality and expense risk fees depending on which death benefit you select:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Double Enhanced Death Benefit Option (0.75%)	$249	$768	$1,312	$2,800
6 Year Step-Up to Age 81 Death Benefit Option (0.65%)	$239	$738	$1,262	$2,700
Return of Premium Death Benefit Option (0.60%)	$234	$722	$1,237	$2,649

EXAMPLE TABLE B

The following example illustrates the highest fees and expenses of any of the Portfolios for the year ended December 31, 2014, and the highest combination of Separate Account expenses that you would incur on a $10,000 Premium Payment over various periods, assuming (1) a 5% annual rate of return, (2) full surrender at the end of each period, and (3) assuming the ADD-II rider has been selected. The examples assume that current fee waivers and expense reimbursement arrangements for a fund will continue for the periods shown. As noted in the Fee Table, the Policy imposes no surrender or withdrawal charges of any kind. Your expenses are identical whether you continue the Policy or withdraw the entire value of your Policy at the end of the applicable period as a lump sum or under one of the Policy's Annuity Payment Options. The expenses reflect different mortality and expense risk fees depending on which death benefit you select:

	1 Year	**3 Years**	**5 Years**	**10 Years**
Double Enhanced Death Benefit Option (0.75%)	$306	$936	$1,591	$3,345
6 Year Step-Up to Age 81 Death Benefit Option (0.65%)	$296	$906	$1,542	$3,251
Return of Premium Death Benefit Option (0.60%)	$291	$891	$1,518	$3,204

You should not consider these examples to be a representation of past or future expenses or performance. Actual expenses may be higher or lower than those shown. In addition, your rate of return may be more or less than the 5% assumed in the example.

For information concerning compensation paid for sale of the Policies, see "Distribution of the Policies."

Minimum Balance Requirements

The minimum required balance in any Portfolio is $250, except where Purchase Payments are made by monthly payroll deduction. The minimum required balance in any General Account Guaranteed Option, except the Dollar Cost Averaging Fixed Account Option, is $1,000. If an exchange or withdrawal would reduce the balance in a Portfolio to less than $250 (or $1,000 in the case of a General Account Guaranteed Option other than the Dollar Cost Averaging Fixed Account Option), TPLIC will transfer the remaining balance to the remaining Portfolios under the Contract on a pro rata basis. If the entire value of the Contract falls below $1,000, and if you have not made a Purchase Payment within three years, TPLIC may notify you that the Accumulated Value of your Contract is below the minimum balance requirement. In that case, you will be given 60 days to make an Additional Purchase Payment before your Contract is liquidated. TPLIC would then promptly pay proceeds to the Contract Owner. The proceeds would be taxed as a withdrawal from the Contract. Full withdrawal will result in an automatic termination of the Contract. We will not exercise this right to cancel your Contract if it is a Qualified Contract.

DEATH BENEFIT

In General

If the Annuitant dies during the Accumulation Phase, the Beneficiary will receive the Death Benefit. The Death Benefit is the greater of the then-current Accumulated Value of the Contract (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) or the Adjusted Death Benefit. During the first six Contract Years, the Adjusted Death Benefit is the sum of all Net Purchase Payments minus any partial withdrawals. During each following six-year period, the Adjusted Death Benefit is the Death Benefit on the last day of the previous six-year period plus any Net Purchase Payments made during that six-year period minus any partial withdrawals taken during that six-year period. After the Annuitant reaches age 75, the Adjusted Death Benefit remains equal to the Death Benefit on the last day of the six-year period before the Annuitant reaches age 75 plus any Net Purchase Payments subsequently made minus any partial withdrawals subsequently taken. The Beneficiary may elect to receive these amounts as a lump sum or as Annuity Payments.

Federal tax law requires that if a Contract Owner is a natural person and dies before the Annuity Date, then the entire value of the Contract must be distributed within five years of the date of death of the Contract Owner. If the Contract Owner is not a natural person, the death of the primary Annuitant triggers the same distribution requirement. Special rules may apply to a surviving spouse.

Death of the Annuitant During the Accumulation Phase

If the Annuitant dies during the Accumulation Phase, the Beneficiary will be entitled to the Death Benefit. When we receive Due Proof of Death of the Annuitant, we will calculate the Death Benefit. The Beneficiary can choose to receive the amount payable in a lump-sum cash benefit or under one of the Annuity Payment Options. The Contract Owner can choose an Annuity Payment Option for the Beneficiary before the Annuitant’s death. However, if the Contract Owner does not make such a choice and TPLIC has not already paid a cash benefit, the Beneficiary may choose a payment option after the Annuitant’s death.

Paid as a lump sum, the Death Benefit is the greater of:

(1) the Accumulated Value (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) on the date we receive Due Proof of Death; or

(2) the Adjusted Death Benefit.

Paid under one of the Annuity Payment Options, the Death Benefit will be based on the greater of:

(1) the Accumulated Value (plus any positive Market Value Adjustment applicable under the Multi-Year Guaranteed Rate Option) on the Annuity Date elected by the Beneficiary and approved by TPLIC; or

(2) the Adjusted Death Benefit.

The amount of the Adjusted Death Benefit is calculated as follows. During the first six Contract Years, the Adjusted Death Benefit is the sum of all Net Purchase Payments minus any partial withdrawals. During each following six-year period, the Adjusted Death Benefit is the Death Benefit on the last day of the previous six-year period plus any Net Purchase Payments made during that six-year period minus any partial withdrawals taken during that six-year period. After the Annuitant reaches age 75, the Adjusted Death Benefit remains equal to the Death Benefit on the last day of the six-year period before the Annuitant reaches age 75 plus any Net Purchase Payments subsequently made minus any partial withdrawals subsequently taken.

Death of the Annuitant During the Income Phase

The Death Benefit, if any, payable if the Annuitant dies during the Income Phase depends on the Annuity Payment Option selected. Upon the Annuitant’s death, TPLIC will pay the Death Benefit, if any, to the Beneficiary under the

Annuity Payment Option in effect. For instance, if the Life Annuity With Period Certain option has been elected, and if the Annuitant dies during the Income Phase, then any unpaid payments certain will be paid to the Beneficiary.

Joint Annuitants

The Contract permits you as Contract Owner to name a Joint Annuitant. This can have different effects depending on whether the Contract is in the Accumulation Phase or the Income Phase.

During the Accumulation Phase, the Death Benefit is payable only after the death of both the Annuitant and the Joint Annuitant.

During the Income Phase, it will not matter that you have named a Joint Annuitant unless you have chosen an Annuity Payment Option, such as the Joint and Last Survivor Annuity option, that pays over the life of more than one person. Therefore, if you have chosen an Annuity Payment Option that provides income over the life of someone other than the person named as Joint Annuitant, the Joint Annuitant's death during the Income Phase will have no effect on the benefits due under the Contract.

Designation of a Beneficiary

The Contract Owner may select one or more Beneficiaries and name them in the customer order form. Thereafter, while the Annuitant or Joint Annuitant is living, the Contract Owner may change the Beneficiary by written notice. The change will take effect as of the date the Contract Owner signs the notice, but it will not affect any payment made or any other action taken before TPLIC acknowledges the notice. The Contract Owner may also make the designation of Beneficiary irrevocable by sending written notice to TPLIC and obtaining approval from TPLIC. Changes in the Beneficiary may then be made only with the consent of the designated irrevocable Beneficiary.

If the Annuitant dies during the Accumulation Period, the following will apply unless the Contract Owner has made other provisions:

- If there is more than one Beneficiary, each will share in the Death Benefit equally.
- If one or two or more Beneficiaries have already died, TPLIC will pay that share of the Death Benefit equally to the survivor(s).
- If no Beneficiary is living, TPLIC will pay the proceeds to the Contract Owner.
- If a Beneficiary dies at the same time as the Annuitant, TPLIC will pay the proceeds as though the Beneficiary had died first. If a Beneficiary dies within 15 days after the Annuitant's death and before TPLIC receives due proof of the Annuitant's death, TPLIC will pay proceeds as though the Beneficiary had died first.

If a Beneficiary who is receiving Annuity Payments dies, TPLIC will pay any remaining Payments Certain to that Beneficiary's named Beneficiary(ies) when due. If no Beneficiary survives the Annuitant, the right to any amount payable will pass to the Contract Owner. If the Contract Owner is not living at this time, this right will pass to his or her estate.

Death of the Contract Owner

Death of the Contract Owner During the Accumulation Phase. With two exceptions, federal tax law requires that when either the Contract Owner or the Joint Owner (if any) dies during the Accumulation Phase, TPLIC must pay out the entire value of the Contract within five years of the date of death. First exception: If the entire value is to be distributed to the Owner's Designated Beneficiary, he or she may elect to have it paid under an Annuity Payment Option over his or her life or over a period certain no longer than his or her life expectancy as long as the payments begin within one year of the Contract Owner's death. Second exception: If the Owner's Designated Beneficiary is the spouse of the Contract Owner (or Joint Owner), the spouse may elect to continue the Contract in his or her name as Contract Owner indefinitely and to continue deferring tax on the accrued and future income under the Contract. ("Owner's Designated Beneficiary" means the natural person whom the Contract Owner names as a beneficiary and who becomes the Contract Owner upon the Contract Owner's death.) If the Contract Owner and the Annuitant is the same person, then upon that person's death the Beneficiary is entitled to the Death Benefit. In this regard, see **Death of the Annuitant During the Accumulation Phase**.

Death of the Contract Owner During the Income Phase. Federal tax law requires that when either the Contract Owner or the Joint Owner (if any) dies during the Income Phase, TPLIC must pay the remaining portions of the value of the Contract at least as rapidly as under the method of distribution being used on the date of death.

Non-Natural Person as Contract Owner. Where the Contract Owner is not a natural person (for example, is a corporation), the death of the "primary Annuitant" is treated as the death of the Contract Owner for purposes of federal tax law. (The Internal Revenue Code defines a "primary Annuitant" as the individual who is of primary importance in affecting the timing or the amount of payout under the Contract.) In addition, where the Contract Owner is not a natural person, a change in the identity of the "primary Annuitant" is also treated as the death of the Contract Owner for purposes of federal tax law.

Payment of Lump-Sum Death Benefits

TPLIC will pay lump-sum Death Benefits within seven days after the election to take a lump sum becomes effective except in one of the following situations, in which TPLIC may delay the payment beyond seven days:

- the New York Stock Exchange is closed on a day that is not a weekend or a holiday, or trading on the New York Stock Exchange is otherwise restricted;
- an emergency exists as defined by the SEC, or the SEC requires that trading be restricted;
- the SEC permits a delay for your protection as a Contract Owner; or
- the payment is derived from premiums paid by check, in which case TPLIC may delay payment until the check has cleared your bank.

APPENDIX E
DEATH BENEFIT – ADJUSTED PARTIAL WITHDRAWAL

Adjusted Partial Withdrawal. If you make a partial withdrawal, then your guaranteed minimum death benefit is reduced by an amount called the adjusted partial withdrawal. The amount of the reduction depends on the relationship between your death benefit and policy value. The adjusted partial withdrawal is equal to (1) multiplied by (2), where:

(1) is the gross partial withdrawal;
(2) is the adjustment factor = current death proceeds prior to the gross partial withdrawal divided by the policy value prior to the gross partial withdrawal, where death proceeds are equal to the maximum of policy value, cash value, and the death benefit.

The following examples describe the effect of a withdrawal on the guaranteed minimum death benefit and policy value.

EXAMPLE 1	
$75,000	current guaranteed minimum death benefit before withdrawal
$50,000	current policy value before withdrawal
$75,000	current death benefit proceeds
$15,600	Total gross partial withdrawal
$23,400	adjusted partial withdrawal = 15,600 * (75,000/50,000)
$51,600	new guaranteed minimum death benefit (after withdrawal) = 75,000 - 23,400
$34,400	new policy value (after withdrawal)=50,000 – 15,600

Summary:
Reduction in guaranteed minimum death benefit = $23,400
Reduction in policy value = $15,600

This example is for illustrative purposes only. The purpose of this illustration is to demonstrate how this feature is calculated using hypothetical values, assuming there is no excess interest adjustment. Your experience will vary based on the circumstances at the time of withdrawal.

The guaranteed minimum death benefit is reduced more than the policy value because the guaranteed minimum death benefit was greater than the policy value just prior to the withdrawal.

EXAMPLE 2	
$50,000	current guaranteed minimum death benefit before withdrawal
$75,000	current policy value before withdrawal
$75,000	current death benefit proceeds
$15,450	Total gross partial withdrawal
$15,450	adjusted partial withdrawal = 15,450 * (75,000/75,000)
$34,550	new guaranteed minimum death benefit (after withdrawal) = 50,000 - 15,450
$59,550	new policy value (after withdrawal) = 75,000 – 15,450

Summary:
Reduction in guaranteed minimum death benefit = $15,450
Reduction in policy value = $15,450

This example is for illustrative purposes only. The purpose of this illustration is to demonstrate how this feature is calculated using hypothetical values, assuming there is no excess interest adjustment. Your experience will vary based on the circumstances at the time of withdrawal.

The guaranteed minimum death benefit and policy value are reduced by the same amount because the policy value was higher than the guaranteed minimum death benefit prior to the withdrawal.

APPENDIX F

ARCHITECT GUARANTEED LIFETIME WITHDRAWAL BENEFIT NO LONGER AVAILABLE FOR NEW SALES

If you elected the Architect Guaranteed Lifetime Withdrawal Benefit identified below, which provides certain guaranteed benefits, the Company requires your policy value to be allocated into designated investment options. One or more of the designated investment choices may include a volatility control strategy. Volatility control strategies, in periods of high market volatility, could limit your participation in market gains; this may conflict with your investment objectives by limiting your ability to maximize potential growth of your policy value and, in turn, the value of any guaranteed benefit that is tied to investment performance. Volatility control strategies are intended to help limit overall volatility and reduce the effects of significant market downturns during periods of high market volatility, providing policy owners with the opportunity for smoother performance and better risk adjusted returns. Volatility control (and similar terms) can encompass a variety of investment strategies of different types and degrees; therefore, you should read the applicable annuity and underlying fund portfolio prospectuses carefully to understand how these investment strategies may affect your policy value and rider benefits. The Company's requirement to invest in accordance with designated investment choices, which may include volatility control, may reduce our costs and risks associated with this rider. You pay an additional fee for the rider benefits which, in part, pay for protecting the rider benefit base from investment losses. Since the rider benefit base does not decrease as a result of investment losses, volatility control strategies might not provide meaningful additional benefit to you. You should carefully evaluate with your financial advisor whether to invest in funds with volatility control strategies, taking into consideration the potential positive or negative impact that such strategy may have on your investment objectives, your policy value and the benefits under the Architect Guaranteed Lifetime Withdrawal Benefit. If you determine that funds with volatility control strategies are not consistent with your investment objectives, there continues to be other designated investment choices available under the Architect Guaranteed Lifetime Withdrawal Benefit that do not invest in funds that utilize volatility control strategies.

You may elect to purchase the optional Architect Guaranteed Lifetime Withdrawal Benefit ("Architect GLWB") which provides you with a guaranteed lifetime withdrawal benefit if you invest in certain designated investment choices. You are also limited in the amount of your policy value that can be invested in the "equity" category of the designated investment choices ("maximum equity percentage"). This rider is available during the accumulation phase. This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a non-qualified annuity under which death benefits are being distributed under a stretch withdrawal option.

The Architect GLWB may vary for certain policies and may not be available for all policies. Please contact us at (800) 525-6205 for additional information regarding the availability of the Architect GLWB.

In addition, the tax rules for qualified policies may limit the value of this rider. Please consult a qualified tax advisor before electing the Architect GLWB for a qualified policy.

Architect GLWB – Base Benefit

This benefit is intended to provide a level of cash withdrawals (and payments from us, if necessary) regardless of the performance of the designated investment choices you select. If you elect this benefit, we will provide a maximum annual withdrawal amount regardless of your Policy Value. Under this benefit, you can receive (first as withdrawals from your Policy Value and, if necessary, as payments from us) up to the maximum annual withdrawal amount each calendar year, starting with the calendar year immediately following the annuitant's 59th birthday and lasting until the annuitant's (or the annuitant's surviving spouse if the joint life option is elected and the surviving spouse was eligible to and elected to continue the policy) death (unless your total withdrawal base is reduced to zero because of “excess withdrawals”; see Total Withdrawal Base Adjustments, below). All withdrawals before the annuitant (or the annuitant’s surviving spouse if the joint life option is elected and the surviving spouse was eligible to and elected to continue the policy) is 59 are excess withdrawals; a penalty tax may be assessed on amounts withdrawn from the policy before the owner reaches age 59½.

> *Example. Assume you are the owner and annuitant and you make a single premium payment of $100,000 when you are 61 years old. Further assume that you do not make any additional withdrawals or premium payments, but that after ten years your Policy Value has declined to $90,000 solely because of negative investment performance. You could receive up to $5,000.00, which is the applicable income benefit percentage of (5.0%) multiplied by the total withdrawal base of $100,000, each calendar year for the rest of your life (assuming that you take your first withdrawal when you are age 70 – 74, and that you do not withdraw more than the maximum annual withdrawal amount in any one year).*

Of course, you can always withdraw an amount up to your Policy 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 71 years old. That excess withdrawal decreases your future maximum annual withdrawal amount to $4,705.88.*

See “Appendix – Architect Guaranteed Lifetime Withdrawal Benefit Total withdrawal Base Adjustments” for examples showing the effect of hypothetical withdrawals in more detail.

Please note:

- 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.
- We have designed this rider for you to take withdrawals each rider year that are less than or equal to the maximum annual withdrawal amount. You should not purchase this rider if you plan to take withdrawals in excess of the maximum annual withdrawal amount, because such excess withdrawals may significantly reduce or eliminate the value of the guarantees provided by the rider.
- Because the guaranteed lifetime withdrawal benefit under this rider is accessed through regular withdrawals that do not exceed the maximum annual 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” below). You are also limited to the amount of your Policy Value that can be invested in the “equity” category of the designated investment choices (see “Maximum Equity Percentage” below). 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 calendar year in excess of the maximum annual withdrawal amount are excess withdrawals.
- An excess withdrawal may impact the maximum annual withdrawal amount and total withdrawal base on a greater than dollar-for-dollar basis.
- Upon the death of the annuitant (or the annuitant’s spouse if the joint life option is elected and the surviving spouse was eligible to and elected to continue the policy), the Architect GLWB terminates and no more guaranteed withdrawals can be made.

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 an excess interest adjustment;
- may be subject to income taxes and federal tax penalties; and
- may be limited or restricted under certain qualified policies.

Maximum Annual Withdrawal Amount. You can withdraw up to the maximum annual withdrawal amount in any calendar year without causing an excess withdrawal. See "Total Withdrawal Base Adjustments" below.

The maximum annual withdrawal amount is zero if the annuitant (or the annuitant's surviving spouse if the joint life option is elected) is not 59 years old on the date the rider is elected ("rider date") and remains zero until the first day of the calendar year after the annuitant's 59th birthday. If the annuitant is at least 59 years old on the rider date, the maximum annual withdrawal amount in the calendar year during which the rider is elected is equal to the income benefit percentage of the total withdrawal base prorated based on the number of days from the rider date to the end of the calendar year. Thereafter, the maximum annual withdrawal amount for each subsequent calendar year is equal to the income benefit percentage of the total withdrawal base.

For qualified policies: If the plan participant (generally the annuitant) is at least 70 ½ years old, the maximum annual withdrawal amount for that calendar year (and each subsequent calendar year) is equal to the greater of:

- the maximum annual 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). An amount not calculated as set forth above cannot be used as the maximum annual withdrawal amount.

You can receive up to the maximum annual withdrawal amount each year (first from your Policy Value and, if necessary, as payments from us) under this rider regardless of your Policy Value. However, once your Policy Value reaches zero (by other than an excess withdrawal), you cannot make premium payments and all other policy features, benefits, and guarantees (except those provided by this rider) are terminated. If your policy value reached zero by other than an excess withdrawal, we will, unless instructed otherwise, disburse any remaining maximum annual withdrawal amount for the current rider year and set up monthly payments beginning in the next rider year according to your guarantees. Payments after the Policy Value reaches zero are subject to our claims paying ability.

Please note:

- The maximum annual withdrawal amount described above is based on calendar years, not rider or policy years.
- You cannot carry over any portion of your maximum annual withdrawal amount that is not withdrawn during a calendar year for withdrawal in a future calendar year. This means that if you do not take the maximum annual withdrawal amount during the calendar year, you cannot take more than the maximum annual withdrawal amount in the next calendar year and maintain the rider's guarantee.
- If the rider is added before the annuitant's 59th birthday, the maximum annual withdrawal amount will be zero until January 1st of the calendar year after the annuitant's 59th birthday, however, you will still be charged a rider fee before this time.
- 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 and the allocation is subject to specified equity limits. (See "Designated Investment Choices" and "Maximum Equity Percentage," below).

Income Benefit Percentage. We use the income benefit percentage to calculate the maximum annual withdrawal amount. The income benefit percentage is determined by the annuitant's age at the time of the first withdrawal taken on or after the January 1st immediately following the annuitant's 59th birthday
(or if the joint life option is elected, the 59th birthday of the younger of the annuitant or the annuitant's spouse). The income benefit percentage is as follows:

Age at time of first withdrawal	Income Benefit Percentage
0-58	0%
59-64	4.0%
65-69	4.5%
70-74	5.0%
75-79	5.5%
80-84	6.0%
85-89	6.5%
90-94	7.0%
≥ 95	7.5%

Please note that once established at the time of the first withdrawal on or after the January 1st immediately following the 59th birthday of the annuitant (or if the joint life option is elected, of the younger of the annuitant or the annuitant's spouse), the income benefit percentage will not increase even though the annuitant's age increases.

Total Withdrawal Base. We use the total withdrawal base to calculate the maximum annual withdrawal amount. The total withdrawal base on the rider date is the Policy Value. After the rider date, the total withdrawal base is equal to the total withdrawal base on the rider date, plus subsequent premium payments, less subsequent total withdrawal base adjustments (described below).

Please note:

- We determine the total withdrawal base solely to calculate the maximum annual withdrawal amount and rider fees. Your total withdrawal base is not a cash value (or Policy 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 total withdrawal base is generally equal to the Policy Value on the rider date, the maximum annual withdrawal amount may be lower if you delay electing the rider and the Policy Value decreases before you elect the rider.
- Upon the death of the annuitant (or the annuitant's spouse if the joint life option is elected and the surviving spouse was eligible to and elected to continue the policy), the Architect GLWB terminates and there are no more additional guaranteed withdrawals.

Total Withdrawal Base Adjustments. Gross partial withdrawals up to the maximum annual withdrawal amount that are made in a single calendar year will not reduce the total withdrawal base. Gross partial withdrawals in excess of the maximum annual withdrawal amount that are made in a single calendar year ("excess withdrawals") will reduce the total withdrawal base (on the date of the withdrawal) 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. See "Appendix – Architect Guaranteed Lifetime Withdrawal Benefit Total Withdrawal Base Adjustments" for examples showing the effect of hypothetical withdrawals in more detail, including an excess withdrawal that reduces the total withdrawal base by a pro rata amount. Excess withdrawals may eliminate any guarantee offered by this rider.

Designated Investment Choices. If you elect the Architect GLWB, you must allocate 100% of your Policy Value to one or more of the following designated investment choices:

Non-Equity:

DFA – VA Global Bond Portfolio
DFA – VA Short-Term Fixed Portfolio
Federated Fund for U.S. Government Securities II
Federated Prime Money Fund II
TA PIMCO Total Return – Initial Class
Vanguard Short-Term Investment-Grade Portfolio
Vanguard Total Bond Market Index Portfolio
Fixed Account

Equity:

DFA – VA International Small Portfolio
DFA – VA International Value Portfolio
DFA – VA U.S. Large Value Portfolio
DFA – VA U.S. Targeted Value Portfolio
Federated Managed Tail Risk Fund II
Federated High Income Bond Fund II
Fidelity® VIP Contrafund® Portfolio – Initial Class
Fidelity® VIP Mid Cap Portfolio – Initial Class
Fidelity® VIP Value Strategies Portfolio – Initial Class
TA Asset Allocation – Conservative – Initial Class
TA Asset Allocation – Growth – Initial Class
TA Asset Allocation – Moderate – Initial Class
TA Asset Allocation – Moderate Growth – Initial Class
TA Barrow Hanley Dividend Focused – Initial Class
TA Efficient Markets – Initial Class
TA JPMorgan Enhanced Index – Initial Class
TA Multi-Managed Balanced – Initial Class
TA T. Rowe Price Small Cap – Initial Class
TA TS&W International Equity – Initial Class
TA Vanguard ETF - Balanced – Initial Class
TA Vanguard ETF - Growth – Initial Class
TA WMC US Growth – Initial Class
Vanguard Equity Index Portfolio
Vanguard International Portfolio
Vanguard Mid-Cap Index Portfolio
Vanguard REIT Index Portfolio
Wanger International
Wanger USA

If you elect this rider, you may transfer amounts among the designated investment choices. However, you cannot transfer any amount which would cause you to exceed your maximum equity percentage or to any other subaccount. Requiring that you designate 100% of your Policy Value to the designated investment choices, some of which employ strategies that are intended to reduce the risk of loss and/or manage volatility, may reduce investment returns and may reduce the likelihood that we will be required to use our own assets to pay amounts due under this benefit.

Please note: 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.

Within 30 days after each rider anniversary (i.e., the anniversary of the rider date), you can terminate this rider. Terminating the rider will result in losing all your benefits under this rider. Starting the next business day you may transfer to a non-designated investment choice.

Maximum Equity Percentage. You select either the 50%, 60%, or 70% maximum equity percentage at the time you elect the Architect GLWB. Your equity percentage is equal to your Policy Value in all designated investment choices in the "equity" category, divided by the total Policy Value. You cannot have more than your maximum equity percentage in "equity" investment choices. A higher maximum equity percentage results in a higher rider fee.

Asset Rebalancing. While the Architect GLWB is in effect, you must participate in asset rebalancing. Each month, and according to your instructions, we will automatically rebalance the amounts of your Policy Value in the designated investment choices to maintain your desired asset allocation. The amount of Policy Value you direct us to allocate to designated investment choices in the "equity" category cannot exceed your maximum equity percentage.

We will notify you when any of the following has occurred:

- you discontinue monthly asset rebalancing;
- the asset allocation that you request results in Policy Value in designated investment choices in the "equity" category that exceeds your maximum equity percentage; or
- you make a transfer that causes your Policy Value in "designated investment choices" in the "equity" category to exceed your maximum equity percentage.

We will give you 30 days to address any failure to continue monthly asset rebalancing or to maintain the maximum equity percentage. Failure to resume monthly asset rebalancing or to come into compliance with your maximum equity percentage will cause the rider to terminate.

Upgrades. As long as you are younger than the maximum rider issue age, you can upgrade the total withdrawal base to the Policy Value during the 30 day period following each rider anniversary, by sending us written notice (in good order). The maximum annual withdrawal amount will be recalculated at the time of the upgrade. If an upgrade is elected, your current rider will terminate and a new rider will be issued with a new rider date and its own rider fee (which may be higher than your current rider fee). The new rider date will be the date that the Company receives all information that it requires.

Please Note:

- Even if the rider fee percentage does not increase, the dollar amount of the rider fee will increase because it will be based on a higher total withdrawal base.
- If you upgrade while you are receiving systematic payouts of the maximum annual withdrawal amount, then after the upgrade the dollar amount of such systematic payouts may decrease for the reminder of the calendar year, even though the total withdrawal base increases. This is generally because the maximum annual withdrawal amount for the remainder of the calendar year is calculated based on the remaining partial year and the systematic payout is calculated on a yearly basis.

Annuitization. If you have reached your maximum annuity commencement date, we will allow you to annuitize your Policy and elect to receive lifetime annuity payments each year that are equal to your maximum annual withdrawal amount.

Architect GLWB – Joint Life Option

If you elect the Architect GLWB, you can also elect to postpone termination of the rider until the later of the death of the annuitant or the death of the annuitant's spouse. This allows the maximum annual withdrawal amount to be withdrawn until the death of the annuitant or the death of the annuitant's spouse (only if the annuitant's spouse is eligible and elects to continue the policy), whichever is later.

Please note that if you elect this option, then:

- the annuitant's spouse must be either (1) a joint owner along with the annuitant or, (2) the sole primary beneficiary and there is no joint owner.
- 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.
- for purposes of the rider, the annuitant's spouse cannot be changed.
- the income benefit percentage is based on the age of the younger of the annuitant and the annuitant's spouse.

Architect GLWB Fee

A rider fee, which is a percentage of the total withdrawal base on each rider anniversary, is charged annually before annuitization. The rider fee percentage depends on the maximum equity percentage that you select, and on whether you select the joint life option. The rider fee percentages are:

Maximum Equity Percentage	Single Life Option	Joint Life Option
50%	0.30%	0.45%
60%	0.45%	0.65%
70%	0.65%	1.00%

We will also deduct the rider fee pro rata upon full surrender of the policy or other termination of the rider. The rider fee is deducted from each designated investment choice in proportion to the amount of Policy Value in each designated investment choice.

Please Note: Because the rider fee is a percentage of you total withdrawal base, the fee can be substantially more than the rider fee percentage multiplied by your Policy Value if the total withdrawal base is higher than your Policy Value.

Architect GLWB Issue Requirements

The Company will not issue the Architect GLWB unless:
- the annuitant is not yet age 91 (or younger 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 not yet age 91 (or younger if required by state law) and is also either (1) a joint owner along with the annuitant or (2) the sole primary beneficiary (and there is no joint owner).

Termination

The Architect GLWB will terminate upon the earliest of the following:
- the date we receive written notice from you requesting termination of the Architect GLWB, provided that the request is made in good order within 30 days after a rider anniversary;
- the death of the annuitant (or if the joint life option was elected, the death of the annuitant's spouse if that spouse was eligible to and elected to continue the policy as the surviving spouse);
- discontinuing asset rebalancing, changing your asset rebalancing so that your Policy Value in designated investment choices in the "equity" category exceeds your maximum equity percentage, or making a transfer that causes your Policy Value in designated investment choices in the "equity" category to exceed your maximum equity percentage, if any of these occurrences is not corrected within 30 days from the date we mail you a notice of the problem;
- annuitization (however, if you have reached your maximum annuity commencement date, then you may choose an annuitization option which guarantees lifetime payments in an amount equal to your maximum annual withdrawal amount); or
- termination of your policy.

Please note: This feature terminates upon annuitization, and there is a maximum annuity commencement date for your policy.

Architect Guaranteed Lifetime Withdrawal Benefit – Total Withdrawal Base Adjustments

Total Withdrawal Base. Gross partial withdrawals up to the maximum annual withdrawal amount that are made in a single calendar year will not reduce the total withdrawal base. Gross partial withdrawals in excess of the maximum annual withdrawal amount that are made in a single calendar year will reduce the total 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 maximum annual withdrawal amount remaining before the withdrawal);
   - B is the policy value after the maximum annual withdrawal amount has been withdrawn, but before the withdrawal of the excess amount; and
   - C is the total withdrawal base before the withdrawal of the excess amount.

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

When a withdrawal is taken, two parts of the guaranteed lifetime withdrawal benefit can be affected:
1. Total withdrawal base ("TWB")
2. Maximum annual withdrawal amount ("MAWA")

Example 1 ("Non-Excess" Withdrawal):

Assumptions:

You = Owner and Annuitant, or younger of annuitant and annuitant's spouse if joint life option is elected for additional cost, age 55 on rider issue; age 65 at time withdrawals begin, which means the Income Benefit Percentage is 4.5%.

TWB at rider issue = $100,000

TWB at time withdrawals begin = $100,000

4.5% withdrawal ("WD") beginning 10 years from the rider date would be $4,500 (4.5% of the then-current $100,000 total withdrawal base)

WD = $4,500

Excess withdrawal ("EWD") = None

Policy Value ("PV") = $90,000 in 10 years

Is any portion of the withdrawal greater than the maximum annual withdrawal amount?

No. There is no excess withdrawal under the guarantee if no more than $4,500 is withdrawn.

Result. In this example, because no portion of the withdrawal was in excess of $4,500, the total withdrawal base does not change.

Example 2 ("Excess" Withdrawal):

Assumptions:

You = Owner and Annuitant, or younger of annuitant and annuitant's spouse if joint life option is elected for additional cost, age 55 on rider issue; age 65 at time withdrawals begin, which means the Income Benefit Percentage is 4.5%.

TWB at rider issue = $100,000

TWB at time withdrawals begin = $100,000

4.5% WD beginning 10 years from the rider date would be $4,500 (4.5% of the then-current $100,000 total withdrawal base)

WD = $10,000
EWD = $5,500 ($10,000 - $4,500)
PV = $90,000 in 10 years

Is any portion of the total withdrawal greater than the maximum annual withdrawal amount?

Yes. $10,000 - $4,500 = $5,500 (the excess withdrawal amount)

NOTE. For the guaranteed lifetime withdrawal benefit, because there was an excess withdrawal amount, the total withdrawal base needs to be adjusted and a new lower maximum annual withdrawal amount must be computed. Had the withdrawal for this example not been more than $4,500, the total withdrawal base would remain at $100,000 and the maximum annual withdrawal amount would be $4,500. However, because an excess withdrawal has been taken, the total withdrawal base and, consequently, the maximum annual withdrawal amount, will decline.

<u>New total withdrawal base</u>:

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

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

1. The formula is (EWD / (PV – 4.5% WD)) * TWB before any adjustments
2. ($5,500 / ($90,000 - $4,500)) * $100,000 = $6,432.75

Step Three. Which is larger, the actual $5,500 excess withdrawal amount or the $6,432.75 pro rata amount?

$6,432.75 pro rata amount.

Step Four. What is the new total withdrawal base upon which the maximum annual withdrawal amount is based?

$100,000 - $6,432.75 = $93,567.25

Result. The new total withdrawal base is $93,567.25

<u>New maximum annual withdrawal amount</u>:

Because the total withdrawal base was adjusted (as a result of the excess withdrawal), we have to calculate a new maximum annual withdrawal amount that will be available starting on the next January 1st. This calculation assumes no more activity before the next January 1st.

Step One. What is the new maximum annual withdrawal amount?

$93,567.25 (the adjusted total withdrawal base) * 4.5% = $4,210.53

Result. Going forward, the maximum you can take out in a year is $4,210.53 without causing an excess withdrawal that would further reduce of the total withdrawal base.

The Architect GLWB 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 Architect GLWB. The application and operation of the Architect GLWB are governed by the terms and conditions of the rider itself.

APPENDIX G
GUARANTEED MINIMUM INCOME BENEFIT

The optional Guaranteed Minimum Income Benefit (''GMIB'') assures you of a minimum level of income in the future by guaranteeing a minimum income base (discussed below) you can apply to a GMIB payment option and which also guarantees a minimum amount for those payments once you begin to receive them. The guarantee under the GMIB is supported by the general account assets of TPLIC. By electing this benefit, you can participate in the gains of the underlying variable investment options you select while knowing that you are guaranteed a minimum level of income in the future, regardless of the performance of the underlying variable investment options. The GMIB will not be issued if you are age 91 or older (earlier, if required by state law). You also have the option to upgrade your minimum income base.

You can annuitize under the GMIB (subject to the conditions described below) at the greater of the adjusted Policy Value or the minimum income base.

<u>Minimum Income Base.</u> The minimum income base on the rider date (i.e., the date the rider is added to the Policy) is the Policy Value. After the rider date, the minimum income base is:

- the minimum income base on the rider date; plus
- any subsequent premium payments; minus
- any subsequent surrenders;
- each of which is accumulated at the annual growth rate from the date of each transaction; minus any premium taxes.

The annual growth rate is currently 6% per year. Once the rider is added to your Policy, the annual growth rate will not vary during the life of that rider. Surrenders may reduce the minimum income base on a basis greater than dollar-for-dollar. See the SAI for more information.

The minimum income base may only be used to annuitize using the GMIB payment options and may not be used with any other annuity payment options. The GMIB payment options are:

- Life Income—An election may be made for ''No Period Certain'' or ''10 Years Certain''. In the event of the death of the annuitant prior to the end of the chosen period certain, the remaining period certain payments will be continued to the beneficiary.
- Joint and Full Survivor—An election may be made for ''No Period Certain'' or ''10 Years Certain''. Payments will be made as long as either the annuitant or joint annuitant is living. In the event of the death of both the annuitant and joint annuitant prior to the end of the chosen period certain, the remaining period certain payments will be continued to the beneficiary.

NOTE CAREFULLY:

IF:

- **You choose Life Income with No Period Certain or Joint and Full Survivor with No Period Certain; and**
- **The annuitant(s) dies before the due date of the second (third, fourth, etc.) annuity payment;**

THEN:

- **We will make only one (two, three, etc.) annuity payments.**

IF:

- **You annuitize using the GMIB before the 10th rider anniversary;**

THEN:

- **the first payment will be calculated with an annuity factor age adjustment.See ''Annuity Factor Age Adjustment'' below.**

<u>Annuity Factor Age Adjustment.</u> If you annuitize using the GMIB before the 10th rider anniversary, the first payment will be calculated with an annuity factor age adjustment which subtracts up to 10 years from your age. This results in all payments being lower than if an annuity factor age adjustment was not used. See the SAI for information concerning the calculation of the initial payment. If you are over 84 when you elect the rider or upgrade your minimum income base, (earlier if required by state law), you will be subject to an annuity factor age adjustment if you annuitize under the rider. The age adjustment is as follows:

Number of Years Since the Rider Date	**Age Adjustment: Number of Years Subtracted from Your Age**
0-1	10
1-2	9
2-3	8
3-4	7
4-5	6
5-6	5
6-7	4
7-8	3
8-9	2
9-10	1
>10	0

The minimum income base is used solely to calculate the GMIB annuity payments and does not establish or guarantee a Policy Value or guarantee performance of any investment option. Because this benefit is based on conservative actuarial criteria (such as the use of a 3% assumed investment return, or ''AIR,'' to calculate the first annuity payment, which results in a lower dollar amount for that payment than would result from using the 5.0% AIR that is used with the regular annuity payments), the level of lifetime income that it guarantees may be less than the level that would be provided by application of the adjusted Policy Value at otherwise applicable annuity factors. Therefore, the GMIB should be regarded as a safety net. The costs of annuitizing under the GMIB includes the guaranteed payment fee, and also the lower payout levels inherent in the annuity tables used for those minimum payouts (which may include an annuity age factor adjustment). These costs should be balanced against the benefits of a minimum payout level.

Moreover, the Initial Payment Guarantee—rider (described below) also provides for a minimum payout level, and it uses actuarial criteria (such as a 5.0% AIR) that provide for higher payment levels for a given Policy Value than the GMIB. You should carefully consider these factors, since electing annuity payments under the GMIB will generally be advantageous only when the minimum income base is sufficiently in excess of the adjusted Policy Value to overcome these disadvantages.

If the GMIB will not provide an annuity benefit that is as large as the base policy values under the policy after the Annuity Commencement Date, the Policy Owner may wish to purchase the Initial Payment Guarantee Rider. If both riders are purchased, the Policy Owner will not be subject to both rider fees at the same time.

In addition to the annual growth rate, other benefits and fees under the rider (the rider fee, the fee waiver threshold, the guaranteed payment fee, and the annuity factor age adjustment) are also guaranteed not to change after the rider is added. However, all of these benefit specifications may change if you elect to upgrade the minimum income base.

<u>Minimum Income Base Upgrade.</u> You can upgrade your minimum income base to the Policy Value after the first rider anniversary and before your 91st birthday (earlier if required by state law). For your convenience, we will put the last date to upgrade on page one of the rider. The Policy Value used will be the Policy Value calculated immediately after we receive all necessary information to complete the upgrade.

If you upgrade:

- the current rider will terminate and a new one will be issued with its own specified guaranteed benefits and fees;
- the new fees, thresholds and factors *may be higher* (or lower) than before; and
- the new annual growth rate *may be lower* (or higher) than before.

Please note that if you upgrade, you will begin a new annuity factor age adjustment period. It generally will not be to your advantage to upgrade unless your Adjusted Policy Value exceeds your minimum income base on the applicable Policy Anniversary.

<u>Conditions of Exercise of the GMIB.</u> You can only annuitize using the GMIB within the 30 days after a Policy Anniversary after the GMIB is elected. You cannot, however, annuitize using the GMIB after the Policy Anniversary after your 94th birthday (earlier if required by state law). For your convenience, we will put the last date to annuitize using the GMIB on page one of the rider.

NOTE CAREFULLY:

- **If you annuitize at any time other than indicated above, you cannot use the GMIB.**
- **If you annuitize before the 10th rider anniversary there will be an annuity factor age adjustment. See ''Annuity Factor Age Adjustment.''**

<u>Guaranteed Minimum Stabilized Payments.</u> Annuity payments under the GMIB are guaranteed to never be less than the initial payment. See the SAI for information concerning the calculation of the initial payment. The payments will also be ''stabilized'', that is, held constant during each Policy Year.

During the first Policy Year after annuitizing using the GMIB, each stabilized payment will equal the initial payment. On each Policy Anniversary thereafter, the stabilized payment will increase or decrease depending on the performance of the investment options you selected (but will never be less than the initial payment), and then be held constant at that amount for that Policy Year. The stabilized payment on each Policy Anniversary will equal the greater of the initial payment or the payment supportable by the annuity units in the selected investment options. See the SAI for additional information concerning stabilized payments.

<u>GMIB Fee.</u> A rider fee, currently 0.45% of the minimum income base on the rider anniversary, is charged annually prior to annuitization. We will also charge this fee if you take a complete surrender. The rider fee is deducted from each investment choice in proportion to the amount of Policy Value in each investment option. This fee is deducted even if the adjusted Policy Value exceeds the minimum income base. The rider fee on any given rider anniversary will be waived if the Policy Value exceeds the fee waiver threshold. The fee waiver threshold currently is two times the minimum income base.

<u>Guaranteed Payment Fee.</u> A guaranteed payment fee, currently equal to an effective annual rate of 1.25% of the daily net asset value in the separate account, is reflected in the amount of the variable payments you receive if you annuitize under the GMIB, in addition to the Policy mortality and expense risk fee and administrative charge. The guaranteed payment fee is included on page one of the rider.

<u>Termination.</u> The GMIB will terminate upon the earliest of the following:

- the date we receive written notice from you requesting termination of the GMIB (you may not terminate the rider before the first rider anniversary);
- annuitization (you will still get guaranteed minimum stabilized payments if you annuitize using the minimum income base under the GMIB);
- upgrade of the minimum income base (although a new rider will be issued);
- termination of your Policy; or
- 30 days after the Policy Anniversary after your 94th birthday (earlier if required by state law).

The GMIB rider may vary by state and may not be available in all states.

APPENDIX H
ADDITIONAL DEATH BENEFIT

The optional Additional Death Benefit ("ADB") pays an additional amount (based on earnings since the rider was issued) when a death benefit is payable under your Policy, in certain circumstances. The ADB is only available for issue ages through age 80. This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a non-qualified annuity under which death benefits are being distributed under a stretch withdrawal option.

ADB Amount. The ADB is only payable if you elected the rider prior to the death triggering the payment of the Policy death benefit and a death benefit is payable under the policy. The ADB is equal to:
- the ADB factor (see below); multiplied by
- the rider earnings on the date the death benefit is calculated.

Rider earnings equal:
- the Policy Value on the date the death benefit is determined; minus
- Policy Value on the rider date; minus
- Premium Payments after the rider date; plus
- surrenders after the rider date that exceed the rider earnings on the date of the surrender.

No benefit is payable under the ADB if there are no rider earnings on the date the death benefit is calculated.

If you purchase your Policy as part of a 1035 exchange or add the ADB after you purchase the Policy, rider earnings do not include any gains before the 1035 exchange or the date the ADB is added to your Policy.

The ADB factor is currently 40% for issue ages under 71 and 25% for issue ages 71-80.

No benefit is paid under the rider unless (a) the rider is in force, (b) a death benefit is payable on the Policy, and (c) there are rider earnings when the death benefit is calculated.

For purposes of computing taxable gains, both the death benefit payable under the Policy and the ADB will be considered.

Please see the SAI for an example which illustrates the ADB payable as well as the effect of a partial surrender on the ADB.

Spousal Continuation. If a spouse is eligible to and elects to continue the Policy as the new owner instead of receiving a death benefit and ADB, the spouse will generally receive a one-time policy value increase equal to the ADB. At this time the rider will terminate. The spouse will have the option of immediately re-electing the rider as long as he or she is under the age of 80 if the ADB is still being offered. Certain owners may have the option to continue the rider without receiving the one-time policy value increase.

Rider Fee. A rider fee, 0.25% of the Policy Value, is deducted annually on each rider anniversary prior to annuitization. We will also deduct this fee upon full surrender of the Policy or other termination of the rider (once we have received all necessary regulatory approvals). The rider fee is deducted pro rata from each investment choice. The fee is deducted even during periods when the ADB would not pay any benefits (because there are no rider earnings).

Termination. The rider will remain in effect until:
- you cancel it by notifying our service center in writing,
- the Policy is annuitized or surrendered, or
- the ADB is paid or added to the Policy Value under a spousal continuation.

Once terminated, the ADB may be re-elected if still being offered; however, a new rider will be issued and the additional death benefit will be re-determined. Please note that if the rider is terminated and then re-elected, it will only cover gains, if any, since it was re-elected and the terms of the new rider may be different than the terminated rider.

The tax consequences associated with this rider are not clear. This rider may violate the requirements of certain qualified plans and of IRAs. Consult a tax adviser before electing this rider for any qualified plan or IRA.

The Additional Death Benefit may vary for certain policies and may not be available for all policies.

APPENDIX I
ADDITIONAL DEATH BENEFIT – EXTRA

The optional ADB—Extra pays an additional death benefit amount when a death benefit is payable under your Policy, in certain circumstances. The ADB—Extra is available for issue ages through age 75. This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a non-qualified annuity under which death benefits are being distributed under a stretch withdrawal option.

The ADB-Extra pays a percentage of the value of the death benefit under the Policy prior to adding the rider, as well as a different percentage of the gain under the Policy since the rider was added. Consequently, the ADB-Extra may be helpful if it is added after the Policy has been effective for a while, or if the Policy was issued as a result of an exchange from an existing policy with investment gain. The ADB-Extra is intended to provide an additional amount of death benefit. Please consult a tax adviser before electing this rider.

Additional Death Benefit Amount. The additional death benefit is only payable if you elected the rider five years prior to the death triggering the payment of the Policy death benefit, and a death benefit is payable under the Policy. If a death benefit is payable before the end of the fifth year, all rider fees paid since the rider date will be refunded. After the fifth year, the additional death benefit is equal to:

- rider benefit percentage (40% for issues ages through age 70 and 25% for ages 71-75) multiplied by the sum of:
- future growth (see below); and
- the initial death benefit option multiplied by the Policy death benefit on the rider date, minus surrenders after the rider date that exceed future growth on the date of surrender.

Future growth equals:

- the Policy death benefit payable; minus
- the death benefit on the rider date; minus
- premium payments after the rider date; plus
- surrenders after the rider date that exceed the future growth on the date of the surrender.

No benefit is payable under the ADB—Extra if the Policy death benefit payable is less than one minus the initial death benefit option, multiplied by the death benefit at the time the rider was added (adjusted for surrenders after the rider date). For purposes of computing taxable gains, both the death benefit payable under the Policy and the additional death benefit will be considered.

Please see the SAI for an example which illustrates the additional death benefit payable as well as the effect of a partial surrender on the additional death benefit.

Spousal Continuation. If a spouse is eligible to and elects to continue the Policy as the new owner instead of receiving a death benefit and ADB-Extra, the spouse will generally receive a one-time policy value increase equal to the ADB-Extra. At this time the rider will terminate. The spouse will have the option of immediately re- electing the rider as long as they are under the age of 76 if the ADB-Extra is still being offered. Certain owners may have the option to continue the rider without receiving the one-time policy value increase.

Rider Fee. A rider fee, 0.50% of the Policy Value for the 50% initial death benefit option and 0.60% of the Policy Value for the 75% initial death benefit option, is deducted annually on each rider anniversary prior to annuitization. We will also deduct this fee upon full surrender of the Policy or other termination of the rider (once we have received all necessary regulatory approvals). The rider fee is deducted pro rata from each investment option. The fee is deducted even during periods when the rider would not pay any benefits.

Termination. The rider will remain in effect until:

- you cancel it by notifying our service center in writing,
- the Policy is annuitized or surrendered, or
- the additional death benefit is paid or added to the Policy Value under a spousal continuation.

Once terminated, the ADB—Extra may not be re-elected if still being offered for one year.

The tax consequences associated with this rider are not clear. This rider may violate the requirements of certain qualified plans. Consult a tax adviser before electing this rider.

The ADB—Extra may vary by state and may not be available in all states.

APPENDIX J
ADDITIONAL DEATH DISTRIBUTION – II

The optional Additional Death Distribution – II ("ADD-II") pays an additional death benefit amount when a death benefit is payable under your Policy, in certain circumstances. The ADD-II is only available for issue ages through age 75. This rider may not be issued or added to Inherited IRAs (sometimes also referred to as beneficiary IRAs) or a non-qualified annuity under which death benefits are being distributed under a stretch withdrawal option.

<u>ADD-II Amount.</u> An additional death benefit is only payable if a death benefit is paid on the base Policy to which the rider is attached. The amount of the additional benefit is dependent on the amount of time that has passed since the rider date as follows:

- If a death benefit is payable within the first five years after the rider date, the additional benefit amount will be equal to the sum of all rider fees paid since the rider date.
- If a death benefit is payable after five years following the rider date, the additional benefit will be equal to the rider benefit base multiplied by the rider benefit percentage.

The rider benefit base at any time is equal to the Policy Value less any premiums added after the rider date.

The rider benefit percentage may vary but will currently be equal to 30% for issue ages 0 – 70 and 20% for issue ages 71 – 75.

No benefit is payable under the ADD-II if the Policy Value on the date of death is less than the Premium Payments after the rider date.

For purposes of computing taxable gains, both the death benefit payable under the Policy and the additional benefit will be considered.

Please see the SAI for an example which illustrates the additional death benefit payable as well as the effect of a partial surrender on the additional benefit.

<u>Spousal Continuation</u>. If a spouse is eligible to and elects to continue the Policy as the new owner instead of receiving a death benefit and ADB-II, the spouse will generally receive a one-time policy value increase equal to the ADB-II. At this time the rider will terminate. The spouse will have the option of immediately re-electing the rider as long he or she is under the age of 76 if the ADD-II is still being offered. Certain owners may have the option to continue the rider without receiving the one-time policy value increase.

<u>Rider Fee</u>. A rider fee, currently 0.55% of the Policy Value, is deducted annually on each rider anniversary prior to annuitization. We will also deduct this fee upon full surrender of the Policy or other termination of the rider (once we have received all necessary regulatory approvals). The rider fee is deducted pro rata from each investment option. The fee is deducted even during periods when the rider would not pay any benefits.

<u>Termination.</u> The rider will remain in effect until:

- you cancel it by notifying our service center in writing,
- the Policy is annuitized or surrendered, or
- the additional death benefit is paid or added to the Policy Value under a spousal continuation.

Once terminated, the ADD-II may not be re-elected if still being offered for one year.

The tax consequences associated with this rider are not clear. This rider may violate the requirements of certain qualified plans. Consult a tax adviser before electing this rider.

The Additional Death Distribution - II may vary for certain policies and may not be available for all policies.

[THIS PAGE INTENTIONALLY LEFT BLANK]

[THIS PAGE INTENTIONALLY LEFT BLANK]

TRANSAMERICA®

Transamerica Capital, Inc. serves as the principal underwriter for the policies. More information about Transamerica Capital, Inc. is available at www.finra.com or by calling 800-289-9999. You can also obtain an investor brochure from the FINRA, Inc. describing its Public Disclosure Program.

This cover is not part of the prospectus. This prospectus does not constitute an offering in any jurisdiction in which such offering may not be lawfully made. No person is authorized to make any representations in connection with these offerings, other than those contained in this prospectus.