

AFC Amended and Restated LLC Operating Agreement

This Amended and Restated Limited Liability Company Operating Agreement (this 'Agreement') of Aegon Funding Company, LLC (the 'Company'), is entered into by Transamerica Corporation, a Delaware corporation, as the sole member (the 'Member').

The Member, by execution of this Agreement, hereby agrees as follows:

Section 1. Definitions

Capitalized terms used and not otherwise defined herein have the meanings set forth on [Schedule A](#) hereto.

Section 2. Formation

The Company was formed by filing a Certificate of Conversion and Certificate of Formation with the Delaware Secretary of State on April 25, 2008 and effective as of April 28, 2008 (the 'Effective Time'), pursuant to the Delaware Limited Liability Company Act (6 Del. C. § 18-101 et seq.), as amended from time to time (the 'Act'). The rights and obligations of the Member shall be as provided therein except as otherwise expressly provided in this Agreement. The Company constitutes a continuation of Aegon Funding Corp., a Delaware corporation (the 'Converted Corporation'), which was converted to a Delaware limited liability company in accordance with Section 266 of the Delaware General Corporation Law (the 'DGCL') and Section 18-214 of the Act (the 'Conversion'). As provided in the Act, the existence of the Company is deemed to have commenced on May 21, 1999, the date the Converted Corporation was organized under the laws of the State of Delaware. As provided in the Act and the DGCL, the Conversion did not affect any rights, privileges, powers and interests, or debts, liabilities and duties of the Company.

Section 3. Name

The name of the limited liability company is Aegon Funding Company, LLC.

Section 4. Principal business office

The principal business office of the Company shall be located at 4333 Edgewood Road NE, Cedar Rapids, Iowa 52499 or such other location as may hereafter be determined by the Member.

Section 5. Registered agent

The address of the registered agent of the Company for service of process on the Company in the State of Delaware is The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, in the City of Wilmington, County of New Castle, Delaware 19801. The name of its registered agent at such address is The Corporation Trust Company.

Section 6. Member

The mailing address of the Member is set forth on Schedule B.

Section 7. Purpose

The purpose of the Company is: (a) to issue debt securities, the net proceeds of which will be used to make loans to Aegon N.V. and its affiliates, and to engage in any other activities which are necessary or desirable to effectuate, or are incidental to, the foregoing; and (b) to carry out its obligations and duties and to conduct such other activities and enter into such other agreements as it deems necessary or appropriate to carry out the foregoing.

Section 8. Term

The term of the Company will be perpetual unless the Company is dissolved pursuant to the terms of this Agreement (including Section 22) or the Act.

Section 9. Powers

The Company, and the Board of Managers and the Officers of the Company on behalf of the Company, (i) shall have and exercise all powers necessary, convenient or incidental to accomplish its purposes as set forth herein and (ii) shall have and exercise all of the powers and rights conferred upon limited liability companies formed pursuant to the Act, except as may be limited hereunder. In fulfilling its duties, the Company shall comply with all corporate policies applicable to the Member and its Affiliates, including the Aegon Approval Requirements.

Section 10. Management

a) **Board of Managers.** The business and affairs of the Company shall be managed by or under the direction of a Board of one or more Managers designated by the Member. The Member may determine at any time in its sole and absolute discretion the number of Managers to constitute the Board. The authorized number of Managers may be increased or decreased by the Member at any time in its sole and absolute discretion, upon notice to all Managers. The initial number of Managers shall be three. Each Manager elected, designated or appointed by the Member shall hold office until a successor is elected and qualified or until such Manager's earlier death, resignation, expulsion or removal. Managers need not be Members. A Manager is hereby designated as a 'manager' of the Company within the meaning of Section 18-101(10) of the Act.

The following persons shall constitute the Board of Managers:

1. C. Michiel van Katwijk
2. Eric J. Martin
3. Jason Orlandi

b) **Powers.** The Board of Managers ('the Board') shall have the power to do any and all acts necessary, convenient or incidental to or for the furtherance of the purposes described herein, including all powers, statutory or otherwise. The Board of Managers has the authority to bind the Company.

c) **Meetings of the Board of Managers.** The Board of Managers of the Company may hold meetings, both regular and special, within or outside the State of Delaware. Regular meetings of the Board may be held without notice at such time and at such place as shall from time to time be determined by the Board. Special meetings of the Board may be called by the President on not less than one day's notice to each Manager by telephone, facsimile, mail, electronic transmission or any other means of communication, and special meetings shall be called by the President or Secretary in like manner and with like notice upon the written request of any one or more of the Managers.

d) **Quorum; Acts of the Board; Deadlock.**

- i) At all meetings of the Board, a majority of the Managers shall constitute a quorum for the transaction of business and, except as otherwise provided in any other provision of this Agreement, the act of a majority of the Managers present at any meeting at which there is a quorum shall be the act of the Board. If a quorum shall not be present at any meeting of the Board, the Managers present at such meeting may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present.
- ii) Any action required or permitted to be taken at any meeting of the Board or of any committee thereof may be taken without a meeting if all members of the Board or committee, as the case may be, consent thereto in writing including electronic transmission, and the writings including electronic transmissions are filed with the minutes of proceedings of the Board or committee, as the case may be.
- iii) At any meeting of the Board of Managers, if the Board is unable to reach a majority vote on any proposed action or decision of the Company, then a resolution approving the proposed action or decision creating the deadlock shall be submitted upon the request of any one of the Managers to the Member for review and action.

- e) **Electronic Communications.** Members of the Board, or any committee designated by the Board, may participate in meetings of the Board, or any committee, by means of telephone conference or similar communications equipment that allows all persons participating in the meeting to hear each other, and such participation in a meeting shall constitute presence in person at the meeting. If all the participants are participating by telephone conference or similar communications equipment, the meeting shall be deemed to be held at the principal place of business of the Company.
- f) **Committees of Managers.**
- i) The Board may, by resolution passed by a majority of the whole Board, designate one or more committees, each committee may consist of one or more of the Managers or of individuals that are not Managers. The Board may designate one or more Managers as alternate members of any committee, who may replace any absent or disqualified committee member at any meeting of the committee.
 - ii) In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not such members constitute a quorum, may unanimously appoint another Manager of the Board to act at the meeting in the place of any such absent or disqualified member.
 - iii) Any such committee, to the extent provided in the resolution of the Board, shall have and may exercise the powers and authority of the Board in the management of the business and affairs of the Company, but no such committee shall have the power or authority to amend this Agreement, adopt an agreement of merger or consolidation, recommend to the Member(s) the sale, lease or exchange of all or substantially all of the Company's property and assets or recommend to the Member(s) a dissolution of the Company or a revocation of a dissolution. Such committee or committees shall have such name or names as may be determined from time to time by resolution adopted by the Board. Each committee shall keep regular minutes of its meetings and report the same to the Board when required.
- g) **Compensation of Managers; Expenses.** The Board shall have the authority to fix the compensation of Managers. The Managers may be paid their expenses, if any, of attendance at meetings of the Board, which may be a fixed sum for attendance at each meeting of the Board or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefor. Members of special or standing committees may be allowed like compensation for attending committee meetings. Managers and committee members who are employees of the Company or an Affiliate shall not otherwise be compensated for their service on the Board or a committee.
- h) **Removal of Managers.** Unless otherwise restricted by law, any Manager or the entire Board of Managers may be removed or expelled, with or without cause, at any time by the Member, and any vacancy caused by any such removal or expulsion may be filled by action of the Member.
- i) **Managers as Agents.** To the extent of their powers set forth in this Agreement, the Managers are agents of the Company for the purpose of the Company's business, and the actions of the Managers taken in accordance with such powers set forth in this Agreement shall bind the Company.

Section 11. Officers

- a) **Officers.** The Officers of the Company shall be chosen by the Board and shall consist of at least a chairman, a president, a secretary and a treasurer. The Board of Managers may also appoint one or more vice presidents, assistant secretaries and assistant treasurers. Any number of offices may be held by the same person. The Board may appoint such other Officers and agents as it shall deem necessary or advisable who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board. The salaries of all Officers and agents of the Company shall be fixed by or in the manner prescribed by the Board. The Officers of the Company shall hold office until their successors are chosen and qualified. Any Officer elected or appointed by the Board may be removed at any time, with or without cause, by the affirmative vote of a majority of the Board. Any vacancy occurring in any office of the Company shall be filled by the Board.
- b) **Chairman.** The Chairman shall preside at all meetings of the Board of Managers. He or she shall perform such other duties as may be assigned to him or her from time to time by the Board.
- c) **President.** The President shall be the chief executive officer of the Company, shall preside at all meetings of the Board, shall have general and active management of the business of the Company and shall see that all orders and resolutions of the Board are carried into effect. The President or any other Officer authorized by the President or the Board shall execute all bonds, mortgages and other contracts, except: (i) where required or permitted by law or this Agreement to be otherwise signed and executed; (ii) where signing and execution thereof shall be prescribed by the Board and as otherwise expressly delegated by the Board to some other Officer or agent of the Company; and (iii) as otherwise permitted in Section 1 l(c).
- d) **Vice President.** In the absence of the President or in the event of the President's inability to act, the Vice President, if any (or in the event there be more than one Vice President, the Vice Presidents in the order designated by the Managers, or in the absence of any designation, then in the order of their election), shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President. The Vice Presidents, or any of them, as prescribed by the Board, may sign any deeds, leases, mortgages, easements, releases and any other documents relating to management, operation, purchase, sale or encumbrances of the Company's real estate assets. The Vice Presidents, if any, shall perform such other duties and have such other powers as the Board may from time to time prescribe.
- e) **Secretary and Assistant Secretary.** The Secretary shall be responsible for filing legal documents and maintaining records for the Company. The Secretary shall attend all meetings of the Board and record all the proceedings of the meetings of the Company and of the Board in a book to be kept for that purpose and shall perform like duties for the standing committees when required. The Secretary shall give, or shall cause to be given, notice of all meetings of the Member, if any, and special meetings of the Board, and shall perform such other duties as may be prescribed by the Board or the President, under whose supervision the Secretary shall serve. The Assistant Secretary, or if there be more than one, the Assistant Secretaries in the order determined by the Board (or if there be no such determination, then in order of their election), shall, in the absence of the Secretary or in the event of the Secretary's inability to act, perform the duties and exercise the powers of the Secretary and shall perform such other duties and have such other powers as the Board may from time to time prescribe.

- f) **Treasurer and Assistant Treasurer.** The Treasurer shall have the custody of the Company funds and securities and shall keep full and accurate accounts of receipts and disbursements in books belonging to the Company and shall deposit all moneys and other valuable effects in the name and to the credit of the Company in such depositories as may be designated by the Board. The Treasurer shall disburse the funds of the Company as may be ordered by the Board, taking proper vouchers for such disbursements, and shall render to the President and to the Board, at its regular meetings or when the Board so requires, an account of all of the Treasurer's transactions and of the financial condition of the Company. The Assistant Treasurer, or if there shall be more than one, the Assistant Treasurers in the order determined by the Board (or if there be no such determination, then in the order of their election), shall, in the absence of the Treasurer or in the event of the Treasurer's inability to act, perform the duties and exercise the powers of the Treasurer and shall perform such other duties and have such other powers as the Board may from time to time prescribe.
- g) **Officers as Agents.** The Officers, to the extent of their powers set forth in this Agreement or otherwise vested in them by action of the Board not inconsistent with this Agreement, are agents of the Company for the purpose of the Company's business and the actions of the Officers taken in accordance with such powers shall bind the Company.
- h) **Duties of Board and Officers.** Except to the extent otherwise provided herein, each Manager and Officer shall have a fiduciary duty of loyalty and care similar to that of directors and officers of business corporations organized under the General Corporation Law of the State of Delaware.

Section 12. Limited liability

Except as otherwise expressly provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and neither the Member, nor any Manager, Officer or Committee Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Member, Manager, Officer or Committee Member of the Company.

Section 13. Capital contribution and capital accounts

- a) The Member has contributed to the Company property of an agreed value as listed on Schedule B attached hereto. The Member, in its discretion, may transfer additional cash or property to the Company from time to time, as contributions to the capital of the Company. Except as provided in this Section 13, the Member shall not be required to make any additional contributions to the capital of the Company.
- b) Except as specifically provided in this Agreement, the Member shall not be entitled to the return of its capital contribution to the Company.
- c) The Company shall not pay interest on capital contributions or undistributed profits.

Section 14. Additional contributions

The Member is not required to make any additional contributions to the Company. However, the Member may make additional capital contributions to the Company at any time upon the written consent of the Member. The provisions of this Agreement, including this Section 14, are intended solely to benefit the Member and, to the fullest extent permitted by law, shall not be construed as conferring any benefit upon any creditor of the Company (and no such creditor of the Company shall be a third-party beneficiary of this Agreement) and the Member shall not have any duty or obligation to any creditor of the Company to make any contribution to the Company or to issue any call for capital pursuant to this Agreement.

Section 15. Allocation of profits and losses

All Profits and Losses (including all items of income and expense entering into the determination of such Profits and Losses), shall be allocated entirely to the Member. For so long as the Member is the sole member of the Company, the Company shall be characterized as a disregarded entity for federal income tax purposes and, to the extent consistent with applicable law, for all applicable state and local income tax purposes. Notwithstanding the preceding sentence, the Company shall be permitted to elect to be an association taxable as a corporation if the Company is eligible to do so under applicable law and the Company is directed to do so by the Member.

Section 16. Distributions

Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Board. Notwithstanding any provision to the contrary contained in this Agreement, the Company shall not be required to make a distribution to the Member on account of its interest in the Company if such distribution would violate Section 18-607 of the Act or any other applicable law.

Section 17. Books and records

The Board shall keep or cause to be kept complete and accurate books of account and records with respect to the Company's business. The books of the Company shall at all times be maintained by the Board. The Member and its duly authorized representatives shall have the right to examine the Company books, records and documents during normal business hours. The Company, and the Board on behalf of the Company, shall not have the right to keep confidential from the Member any information that the Board would otherwise be permitted to keep confidential from the Member pursuant to Section 18-305(c) of the Act. The Company's books of account shall be kept using the method of accounting determined by the Member. The Company's independent auditor, if any, shall be an independent public accounting firm selected by the Member.

Section 18. Exculpation and indemnification

- a) Neither the Member, nor any Officer, Manager, employee or agent of the Company, and no employee, representative, agent or Affiliate of the Member (collectively, the 'Covered Persons') shall be liable to the Company or any other Person who has an interest in or claim against the Company for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's willful misconduct.
- b) To the fullest extent permitted by applicable law, a Covered Person shall be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of the authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of such Covered Person's willful misconduct with respect to such acts or omissions; provided, however, that any indemnity under this Section 18 by the Company shall be provided out of and to the extent of Company assets only, and the Member shall not have personal liability on account thereof.
- c) To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person defending any claim, demand, action, suit or proceeding shall, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 18.

- d) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any Person as to matters the Covered Person reasonably believes are within such other Person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.
- e) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement or any approval or authorization granted by the Company or any other Covered Person. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the Member to replace such other duties and liabilities of such Covered Person.
- f) The foregoing provisions of this Section 18 shall survive any termination of this Agreement.

Section 19. Assignments

Subject to Section 20, the Member may assign in whole or in part its limited liability company interest in the Company, provided that such transfer would not cause the Company to become an 'investment company' within the meaning of the U.S. Investment Company Act of 1940, as amended. If the Member transfers all of its limited liability company interest in the Company pursuant to this Section 19, the transferee shall be admitted to the Company as a member of the Company upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the transfer and, immediately following such admission, the transferor Member shall cease to be a member of the Company. Notwithstanding anything in this Agreement to the contrary, any successor to the Member by merger or consolidation shall, without further act, be the Member hereunder, and such merger or consolidation shall not constitute an assignment for purposes of this Agreement.

Section 20. Resignation

If the Member is permitted to resign pursuant to this Section 20, an additional member of the Company shall be admitted to the Company, subject to Section 21, upon its execution of an instrument signifying its agreement to be bound by the terms and conditions of this Agreement, which instrument may be a counterpart signature page to this Agreement. Such admission shall be deemed effective immediately prior to the resignation and, immediately following such admission, the resigning Member shall cease to be a member of the Company.

Section 21. Admission of additional members

One or more additional members of the Company may be admitted to the Company with the written consent of the Member.

Section 22. Dissolution

- a) The Company shall be dissolved, and its affairs shall be wound up upon the first to occur of the following: (i) upon the mutual consent of the Member and any additional or substitute member, if any; (ii) the resignation or dissolution of the Member or the occurrence of any other event which terminates the continued membership of the Member in the Company unless the business of the Company is continued in a manner permitted by the Act; or (iii) the entry of a decree of judicial dissolution under Section 18-802 of the Act. Upon the occurrence of any event that causes the last remaining member of the Company to cease to be a member of the Company (other than upon a permitted transfer by the Member of all of its interest and the admission of a successor member, in accordance with this Agreement), to the fullest extent permitted by law, the personal representative of the Member is hereby authorized to, and shall, within five (5) business days after the occurrence of the event that terminated the continued membership of such Member in the Company, agree in writing (i) to continue the Company and (ii) to the admission of the personal representative or its nominee or designee, as the case may be, as a substitute member of the Company, effective as of the occurrence of the event that terminated the continued membership of the Member in the Company, and thereafter all references in this Agreement to the Member shall be deemed to refer to such substitute member.
- b) The bankruptcy (as defined in Sections 18-101(1) and 18-304 of the Act) of the Member shall not cause the Member to cease to be a member of the Company and upon the occurrence of such an event, the business of the Company shall continue without dissolution. Notwithstanding any other provision of this Agreement, the Member waives any right it might have under Section 18-801 (b) of the Act to agree in writing to dissolve the Company upon the bankruptcy of the Member, or the occurrence of an event that causes the Member to cease to be a member of the Company. The existence of the Company as a separate legal entity shall continue until the cancellation of its Certificate of Formation as provided in the Act.
- c) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act.
- d) The Company shall dissolve when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company, shall have been distributed to the Member in the manner provided for in this Agreement, and (ii) the Certificate of Formation shall have been canceled in the manner required by the Act.

Section 23. Waiver of partition; nature of interest

Except as otherwise expressly provided in this Agreement, to the fullest extent permitted by law, the Member hereby irrevocably waives any right or power that the Member might have to cause the Company or any of its assets to be partitioned, to cause the appointment of a receiver for all or any portion of the assets of the Company, to compel any sale of all or any portion of the assets of the Company pursuant to any applicable law or to file a complaint or to institute any proceeding at law or in equity to cause the dissolution, liquidation, winding up or termination of the Company. The Member shall not have any interest in any specific assets of the Company, and the Member shall not have the status of a creditor with respect to any distribution pursuant to Section 16 hereof. The interest of the Member in the Company is personal property.

Section 24. Benefits of agreement; no third-party rights

None of the provisions of this Agreement shall be for the benefit of or enforceable by any creditor of the Company or by any creditor of the Member. Nothing in this Agreement shall be deemed to create any right in any Person (other than Covered Persons) not a party hereto, and this Agreement shall not be construed in any respect to be a contract in whole or in part for the benefit of any third Person.

Section 25. Severability of provisions

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable or illegal under any existing or future law, such invalidity, unenforceability or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable and legal.

Section 26. Entire agreement

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.

This Agreement supersedes and replaces in its entirety the limited liability company operating agreement adopted by the Member on April 25, 2008.

Section 27. Binding agreement

Notwithstanding any other provision of this Agreement, the Member agrees that this Agreement constitutes a legal, valid and binding agreement of the Member, and is enforceable against the Company and the Member by the Managers, in accordance with its terms.

Section 28. Governing law

This Agreement shall be governed by and construed under the laws of the State of Delaware without regard to its conflict of laws principles, all rights and remedies being governed by said laws.

Section 29. Amendments

This Agreement may not be modified, altered, supplemented or amended except as adopted by written consent of the Member.

Section 30. Counterparts

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

Section 31. Notices

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by telecopy, electronic mail or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) in the case of the Company, to the Company at its address in Section 4, (b) in the case of the Member, to the Member at its address as listed on Schedule B attached hereto and (c) in the case of either of the foregoing, at such other address as may be designated by written notice to the other party.

Section 32. Effectiveness

Pursuant to Section 18-201(d) of the Act, this Agreement shall be effective as of the time of the filing of the Certificate of Formation with the Office of the Delaware Secretary of State on April 28, 2008.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, has duly executed this Amended and Restated Limited Liability Company Agreement as of the 13th day of December, 2017.

Member:

Transamerica Corporation

By: _____/s/_____

Name: Jason Orlandi

Title: Secretary

Schedule A

Definitions

A. Definitions

When used in this Agreement, the following terms not otherwise defined herein have the following meanings:

Act	has the meaning set forth in Section 2 of this Agreement.
Aegon Approval Requirements	means the approval requirements applicable to all Affiliates adopted by the Executive Board of Aegon N.V.
Affiliate	means, with respect to any Person, any other Person directly or indirectly Controlling, Controlled by, or under direct or indirect common Control with, such Person or any Subsidiary of such Person. A Person shall be deemed to Control another Person if the Controlling Person owns 10% or more of any class of voting securities of the Controlled Person or possesses, directly or indirectly, the power to direct or cause the direction of the management or policies of the Controlled Person, whether through ownership of stock, by contract or otherwise.
Agreement	means this Limited Liability Company Operating Agreement of the Company, together with the schedules attached hereto, as amended, restated, or supplemented or otherwise modified from time to time.
Board or Board of Managers	means the Board of Managers of the Company.
Certificate of Formation	means the Certificate of Formation of the Company filed with the Secretary of State of the State of Delaware on April 25, 2008, as amended or amended and restated from time to time.
Company	means Aegon Funding Company, LLC, a Delaware limited liability company.
Company Expenses	means (a) organizational expenses of the Company; (b) all fees, costs, expenses (including extraordinary expenses) and liabilities incurred in connection with Company operations, including all brokerage commissions, fees, costs, expenses and liabilities incurred in connection with the acquisition, maintenance, administration and disposition of investments (whether or not completed); (c) all fees, costs and expenses of brokers, custodians, paying agents, registrars, counsel, consultants, auditors, tax preparers, bankers and third party accounting and administrative service providers; (d) all fees, costs and expenses incurred in connection with utilizing an independent appraiser; (e) all fees, costs and expenses incurred in connection with the preparation of or relating to reports made to the Member; (f) all fees, costs and expenses related to litigation involving the Company, directly or indirectly, including attorneys' fees incurred in connection therewith; (g) all costs and expenses related to the Company's indemnification or contribution obligations; (h) interest on, and all fees, costs and expenses arising out of all borrowings and guarantees made by the Company, including, but not limited to, the arranging thereof; (i) the premiums, fees, costs and expenses of any Manager, director and officer liability or other insurance obtained by the Company; (j) all costs, fees, expenses and liabilities relating to transactions that are not consummated; (k) all fees, costs and expenses of liquidating the Company; and (l) any taxes, fees or other governmental charges levied against the Company, and all fees, costs and expenses incurred in connection with any tax audit, investigation, settlement or review of the Company.

Control	means the possession, directly or indirectly, or the power to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities or general partnership or managing member interests, by contract or otherwise. 'Controlling' and 'Controlled' shall have correlative meanings. Without limiting the generality of the foregoing, a Person shall be deemed to Control any other Person in which it owns, directly or indirectly, a majority of the ownership interests.
Covered Persons	has the meaning set forth in Section 18 (a).
Managers	means the Managers elected to the Board of Managers from time to time by the Member.
Member	means Transamerica Corporation, a Delaware corporation, as the member of the Company, and includes any Person admitted as an additional member of the Company or a substitute member of the Company pursuant to the provisions of this Agreement.
Officer	means an officer of the Company described in Section 11.
Person	means any individual, corporation, partnership, joint venture, limited liability company, limited liability partnership, association, joint stock company, trust, unincorporated organization, or other organization, whether or not a legal entity, and any governmental authority.
Profits and Losses	means the net income or loss of the Company for federal income tax purposes as finally determined by the Company for each fiscal year of the Company, as well as, where the context requires, related federal tax items such as tax preferences and credits, in each case, appropriately adjusted with respect to final determination of any of the foregoing for federal income tax purposes.
Subsidiary of a Person	means (i) any corporation more than 50% of the outstanding securities having ordinary voting power of which shall at the time be owned or controlled, directly or indirectly, by such Person or by one or more of its Subsidiaries or by such Person and one or more of its Subsidiaries, or (ii) any partnership, association, joint venture or similar business organization more than 50% of the ownership interests having ordinary voting power of which shall at the time be so owned or controlled. Unless otherwise expressly provided, all references herein to a 'Subsidiary' shall mean a Subsidiary of the Company.

B. Rules of Construction.

Definitions in this Agreement apply equally to both the singular and plural forms of the defined terms. The words 'include' and 'including' shall be deemed to be followed by the phrase 'without limitation.' The terms 'herein,' 'hereof' and 'hereunder' and other words of similar import refer to this Agreement as a whole and not to any particular Section, paragraph or subdivision. The Section titles appear as a matter of convenience only and shall not affect the interpretation of this Agreement. All Section, paragraph, clause, Exhibit or Schedule references not attributed to a particular document shall be references to such parts of this Agreement.

Schedule B

Member

Name	Mailing address	Membership interest
Transamerica Corporation	4333 Edgewood Road N.E. Cedar Rapids, Iowa 52499 ATTN: General Counsel	100%