



Voya Retirement Insurance and Annuity Company

One Orange Way
Windsor, Connecticut 06095-4774
1-800-584-6001

If you have questions about the Contract, call the toll-free number shown above.

Group, Fixed, Deferred Annuity Contract (Nonparticipating)

Voya Retirement Insurance and Annuity Company (VRIAC), a stock company, will pay benefits according to the terms and conditions set forth in this Contract. This Contract is delivered in Delaware and is subject to the laws of that jurisdiction.

Please read this Contract carefully. It states the Company's contractual rights and obligations as well as the rights and obligations of the Contract Holder and Participants.

Specifications

Plan
STATE OF DELAWARE

Type of Plan
VOYA RETIREMENT CHOICE II 403(b) EMPLOYER-CONTROLLED

Contract Holder
STATE OF DELAWARE

Group Annuity Contract Number
664095

Contract Effective Date
JULY 27, 2016

Right to Cancel

The Contract Holder may cancel this Contract within 10 calendar days of receiving it by returning it to the Company at the address shown above, or to the agent from whom it was purchased. Within seven calendar days of receiving the cancellation request at its Home Office, the Company will return any Contributions received.

Signed at the Home Office on the Effective Date.

President

Secretary

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Contract Schedule I Accumulation Phase

Control of Contract (see 1.03)

The Contract is established under a Plan of the Contract Holder pursuant to Section 403(b) of the Code (the Plan).

The Contract Holder controls the Contract.

Unless otherwise provided by the Plan, we will make payments only at the written direction of the Contract Holder and a Participant.

The Contract and Individual Accounts are nontransferable and nonassignable except in the event of a qualified domestic relations order as allowed under the Retirement Equity Act of 1984 (REA).

Participants have a nonforfeitable right to the value of employer Contributions made to their Individual Accounts subject to any Plan vesting limits as determined by the Contract Holder. Participants have a nonforfeitable right to the value of employee Contributions made to their Individual Accounts as provided by Code Section 403(b) and subject to the terms of the Plan.

The Contract Holder must notify us in writing if the Plan is, or becomes, subject to the Employee Retirement Income Security Act of 1974 (ERISA) and/or related law or regulations including REA. We will rely on the Contract Holder's determination and representation of the applicability of such laws. If the Plan is subject to ERISA, before we will make a distribution from an Individual Account, the Contract Holder must certify in writing that all applicable REA requirements have been met and that the distribution complies with the Plan.

This Contract is subject to the terms of the Plan, provided that the terms of the Plan do not expand the terms of this Contract and do not impose any responsibilities or duties on the Company greater than those set forth in this Contract.

The Company shall rely upon the Contract Holder's representations regarding the contents of the applicable Plan document, except as otherwise agreed to by the Company. The Company shall rely upon instructions of the Contract Holder and/or its designee in permitting Contributions to and making distributions from this Contract (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) in accordance with the terms of the Plan.

Subject to the terms of the Plan, tax-free exchanges within the Plan and plan-to-plan transfers involving this Contract, including transfers to a governmental defined benefit plan to purchase permissive service credits within the meaning of Code Section 415(n), may be allowed to the extent permitted by law.

To the extent provided for in the Treasury Regulations, the Contract Holder and/or its designee is responsible for sharing with the Company information that is necessary for the Company to administer this Contract in accordance with the terms of the Plan, Code and the Treasury Regulations, including information necessary for the Company to satisfy its withholding and information reporting obligations under the Code with respect to this Contract. Except to the extent otherwise agreed between the Company and the Contract Holder and/or its designee, the Company shall share with the Contract Holder and/or its designee information regarding this Contract that the Contract Holder and/or its designee requests for purposes of ensuring adherence to the terms of the Plan.

Claims of Creditors (see 1.15)

Individual Accounts are not subject to the claim of any creditor of the Contract Holder, a Participant or a beneficiary, except to the extent permitted by law.

Maintenance Fee (see 1.16)

The maintenance fee for each Participant under the Contract is \$0.00 as of the Effective Date of the Contract and is subject to change. The fee will never exceed \$50.

The maintenance fee, deducted quarterly, will be applied pro rata across all Investment Options that are treated as Investment Options offered under the Contract (see Definitions, Investment Option).

The maintenance fee may vary (increase, decrease, or be eliminated) based on the total assets held in all Individual Accounts under the Contract. In determining total assets, we may aggregate Individual Accounts established under different Company Contracts. The aggregate amount is equal to the sum of assets in all Individual Accounts under the Contract, plus the value of Individual Accounts under other Company Contracts of the same class issued to the Contract Holder. We may determine the amount of the maintenance fee based on total assets on an annual basis. We will determine the initial maintenance fee based on our estimate of the amount that will be allocated to the Contract during a period mutually agreed upon by the Contract Holder and us.

Contribution Limits (see 2.01)

Except in the case of a rollover Contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3), 457(e)(16)) and 402A(e)(1), or as a result of an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, Contributions to the Contract must be made by the Contract Holder (or employer if different). The Contract Holder or employer may not make Contributions after the Participant's death, except as permitted under Section 1.403(b)-4(d) of the Treasury Regulations.

Contributions may not exceed the applicable limits under Code Sections 415 and 402(g).

Code Section 415 contains the maximum annual contribution limit for a Participant under a Code Section 403(b) plan and includes employer nonelective contributions (including matching contributions), Code Section 403(b) elective deferrals, and after-tax contributions. Any amounts identified to be in excess of this limit that remain in the Contract shall be separately accounted for by the Company in accordance with Code Section 403(c).

For purposes of this section, Code Section 403(b) elective deferrals include employee pre-tax contributions and, to the extent permitted by the Plan and this Contract, any employee designated Roth contributions.

Elective deferral Contributions made to this Contract and any other plans, contracts or arrangements of the Contract Holder on behalf of a Participant may not exceed the limits of Code Section 402(g). If the Company is notified that a Contribution to the Contract has exceeded the limits of Code Section 402(g) or any other applicable Code section, the Company will, upon receipt of appropriate instruction, distribute such Contribution plus any earnings or interest and less any losses to a Participant no later than April 15 of the year following the year of the excess Contribution or as otherwise permitted under the Code.

Rollovers (see 2.02)

- (a) Where the Code Section 403(b) arrangement is governed by a separate Plan document, then, to the extent allowed by the Plan, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).
- (b) Where the Code Section 403(b) arrangement is not governed by a separate Plan document, this Contract shall accept Contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).

Fixed Plus Account Minimum Guaranteed Interest Rates (see 3.01)

(a) We will add interest daily to amounts held in the Fixed Plus Account at a guaranteed annual rate of no less than 1.00%.

(b) For each calendar year, we will also set a one-year minimum guaranteed interest rate which will apply to all amounts held in the Fixed Plus Account during that calendar year. This one-year minimum guaranteed interest rate will never be less than the annual rate described above. It will be established prior to each calendar year and will be made available to the Contract Holder or Participants, as applicable, in advance of the calendar year.

(c) The Company at its discretion, may credit interest during the calendar year at a rate greater than those rates established pursuant to paragraphs (a) and (b) above. We will make available to the Contract Holder or Participants, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.

Fixed Plus Account Annual Transfer and Partial Withdrawal Limit (see 3.02 and 3.03)

20%

Waiver of Fixed Plus Account Transfer Limit (see 3.02)

\$5,000

Waiver of Fixed Plus Account Partial Withdrawal Limit (see 3.03)

When a partial Withdrawal is requested by a Participant, the partial Withdrawal limit does not apply when the Withdrawal is:

- (a) Due to a Participant's death during the Accumulation Phase and is made within six months of the date of death (this exception applies to only one partial Withdrawal);
- (b) Used to purchase Annuity payments;
- (c) Subject to the Equity Wash Restrictions and Limitations Option (see 3.06);
- (d) Due to other conditions as we may allow without discrimination, including:
 - (1) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (i) Separation from service is documented in a form acceptable to us;
 - (ii) The amount is paid directly the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by a Participant; and
 - (iii) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
 - (2) Due to a Participant's financial hardship as defined in the Code, and when:
 - (i) If applicable, certified by the employer;
 - (ii) The amount is paid directly to a Participant; and
 - (iii) The amount paid for all Withdrawals due to financial hardship during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period;
- (e) Due to a Plan loan taken in accordance with the terms of the Plan, in which case the portion of the loan amount, if any, that exceeds the amount available from the other Investment Options offered under the Contract, will be automatically transferred from the Fixed Plus Account into the Investment Option designated by the Plan as the loan fund, without regard to the Fixed Plus Account Partial Withdrawal Limit.

Waiver of Fixed Plus Account Full Withdrawal Provision (see 3.05)

When a full Withdrawal is requested by a Participant, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is made:

- (a) When the amount in the Fixed Plus Account is \$5,000 or less (or, if applicable, as otherwise allowed by the Plan for a lump-sum cash-out without Participant consent) and during the previous 12 months no amounts have been withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments;
- (b) Due to a Participant's death before Annuity payments begin and paid within six months of the Participant's death;
- (c) As provided in section 4.06;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period;
- (e) Due to a Participant's separation from service, (provided, however, that such waiver shall not apply due to a Participant's severance from employment that would not otherwise qualify as a separation from service), and when:
 - (1) Separation from service is documented in a form acceptable to us;
 - (2) The amount is paid directly to the Participant or as a direct rollover to another Code Section 403(b), 401 or governmental 457(b) plan or an Individual Retirement Account or Individual Retirement Annuity designated by the Participant; and
 - (3) The amount paid for all Withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (f) Due to a Participant's financial hardship as defined in the Code, and when:
 - (1) If applicable, certified by the employer;
 - (2) The amount is paid directly to the Participant; and
 - (3) The amount paid for all Withdrawals due to financial hardship during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period.

Elections Made By the Contract Holder (see 3.06)

At the time of application for the Contract, the Contract Holder may irrevocably elect to have Equity Wash Restrictions and Limitations Option (for Participants) provision apply to the Contract.

The Equity Wash Restrictions and Limitations Option does apply to the Contract.

Withdrawal Restrictions Under the Code (see 4.02)

- (a) **In General.** Distributions from this Contract shall be made only in accordance with the requirements of Code Section 403(b), the Treasury Regulations, and the Plan. The Company has no responsibility to make any distribution (including distributions due to Plan loans, Annuity payments, qualified domestic relations orders, hardship Withdrawals and systematic distributions options) from this Contract until it has received instructions or information from the Contract Holder and/or its designee in a form acceptable to the Company and necessary for the Company to administer this Contract in accordance with Code Section 403(b) the Treasury Regulations, and the Plan.
- (b) **Restricted Elective Deferrals.** Restricted Elective Deferrals means (1) with respect to a Section 403(b) annuity contract, elective deferral contributions made after December 31, 1988, pursuant to a salary reduction agreement, and the earnings on such contributions and on amounts held as of December 31, 1988; and (2) with respect to amounts held under a Section 403(b)(7) custodial account that are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above, elective deferral contributions made pursuant to a salary reduction agreement and the earnings on such contributions. Unless otherwise indicated, Restricted Elective Deferrals include employee designated Roth contributions within the meaning of Code Section 402A(c)(1). Withdrawals and other distributions attributable to Restricted Elective Deferrals shall not be paid from this Contract unless a Participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case such amounts shall be limited to actual salary deferral contributions, excluding earnings thereon).
- (c) **Employer Annuity Amounts.** Employer Annuity Amounts means amounts attributable to contributions made to an annuity contract under Code Section 403(b)(1) (including earnings thereon) that are not elective deferrals. Employer Annuity Amounts do not include after-tax employee contributions or earnings thereon. Withdrawals and other distributions attributable to Employer Annuity Amounts shall not be paid from this Contract earlier than the Participant's severance from employment or upon the prior occurrence of some event, such as after a fixed number of years, the attainment of a stated age, or disability, as provided in the Plan. This provision does not apply to individual contracts issued prior to January 1, 2009 or to certificates issued prior to January 1, 2009 under group contracts, unless the Plan otherwise restricted such Withdrawals prior to that date.
- (d) **Employer Custodial Amounts.** Employer Custodial Amounts means amounts attributable to contributions made to a custodial account under Code Section 403(b)(7) (including earnings thereon) that are not elective deferrals, and which are contributed to this Contract pursuant to an intra-plan exchange or plan-to-plan transfer described under Control of Contract above. Withdrawals and other distributions attributable to Employer Custodial Amounts that are transferred or exchanged into this Contract shall not be paid from this Contract unless the Participant has (1) reached age 59 1/2, (2) had a severance from employment, (3) died, (4) become disabled (within the meaning of Code Section 72(m)(7)), or (5) incurred a hardship (in which case the portion of the Employer Custodial Amounts available for hardship shall be limited to the Employer Custodial Amount balance held as of December 31, 1988 provided such balance is separately accounted for by the Company.)
- (e) **Separate Accounting.** If this Contract includes both Restricted Elective Deferrals and other Contributions and the Restricted Elective Deferrals are not separately accounted for by the Company, distributions may not be made earlier than the later of (1) any date permitted under paragraph b of this section, and (2) any date permitted under paragraph c or paragraph d of this section, whichever is applicable, with respect to Contributions that are not Restricted Elective Deferrals.
- (f) **Exchanges and Transfers.** With respect to amounts exchanged or transferred to this Contract pursuant to the Control of Contract provision, this Contract imposes distribution restrictions that are not less stringent than those imposed under the contract being exchanged or under the transferor plan, whichever is applicable, in accordance with Section 1.403(b)-10(b)(2) of the Treasury Regulations.

(g) **Exceptions**

- (1) Notwithstanding any other provision in this section, Withdrawals and other distributions are permitted to be paid from this Contract to the extent (a) allowed by applicable law, (b) described under Contribution Limits, (c) required by a qualified domestic relations order within the meaning of Section 414(p), or (d) the Withdrawal is a qualified reservist distribution described in Code Section 72(t)(2)(G).
- (2) If the Contract Holder informs the Company that the Plan has been terminated in accordance with Section 1.403(b)-10(a) of the Treasury Regulations, the Company shall distribute this Contract or the accumulated benefits thereunder in accordance with the requirements of Code Section 403(b) and the Treasury Regulations.
- (3) The withdrawal restrictions described in this section do not apply to amounts attributable to Contributions that are eligible rollover distributions as described in Section 1.403(b)-10(d) of the Treasury Regulations and that have been separately accounted for by the Company.

(h) **Withdrawals from Designated Roth Accounts - Exclusion from Income**

A partial or full Withdrawal from a designated Roth account will be excluded from income if it is a qualified distribution which means:

- (1) the Withdrawal occurs after the 5-taxable year period measured from the earlier of:
 - (i) the first taxable year a Participant made a designated Roth Contribution to any designated Roth account established for the Participant under the same applicable retirement plan as defined in Code Section 402A, or
 - (ii) if a rollover Contribution was made from a designated Roth account previously established for a Participant under another applicable retirement plan, the first taxable year for which a Participant made a designated Roth Contribution to such previously established account; and
- (2) the Withdrawal occurs due to a death benefit distribution to a beneficiary, disability as defined by the Code, or after attainment of age 59 1/2.

Required Distributions (see 4.04)

Distributions from this Contract must be made in accordance with the required minimum distribution rules of Code Sections 403(b)(10) and 401(a)(9) and may be taken in the form of an Annuity option or other method permitted by the Contract and the Plan. Distributions from and benefits under this Contract also must satisfy the requirements relating to incidental benefits under Section 1.401-1(b)(1)(ii) of the Treasury Regulations. All such rules are incorporated herein by reference.

Contract Beneficiary (see 5.02)

The Contract Holder is the Contract beneficiary. A Participant may designate a beneficiary under the Plan (Plan beneficiary).

Contract Schedule II Annuity Phase

Payment Period (see 6.02)

When the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, elects an Annuity payment option under section 6.02 pursuant to which we guarantee Annuity payments for a fixed period of years, the period of years for which we will make guaranteed Annuity payments must be within the range of at least five years and no more than 30 years.

Mortality Table (see 6.03)

Society of Actuaries' Annuity 2000 Table

Fixed Annuity Minimum Guaranteed Interest Rate (see 6.05)

The guaranteed annual interest rate for a fixed Annuity will never be less than 1.0%.

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Definitions

Accumulation Phase

The time between an Individual Account Effective Date and the date on which the entire Individual Account value is used to purchase Annuity payments, or otherwise distributed.

Annuitant

The person whose life expectancy determines the amount and/or duration of the payments under a life-contingent Annuity option.

Annuity

Payment of an income:

- (a) For a stated period;
- (b) For the life of one or two people; or
- (c) Some combination of (a) and (b).

A fixed Annuity is one in which the payment amount does not vary.

Annuity Phase

The time during which we make Annuity payments.

Business Day

Each day our Home Office is open for business.

Code

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

Competing Investment Option

Any Investment Option under the Contract which:

- (a) Provides a direct or indirect investment performance guarantee;
- (b) Is, or may be, invested primarily in assets other than common or preferred stock;
- (c) Is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock;
- (d) Is available through a self-directed brokerage arrangement; or
- (e) Is any fund with similar characteristics to the above.

Investment Options that no longer accept Contributions or Transfers are not considered to be Competing Investment Options.

Contract

This agreement between the Company and the Contract Holder.

Contract Holder

The entity, or person, named in the specifications section on the face page, to which the Contract is issued.

Contribution

The payment made to us during the Accumulation Phase. The Contribution may be reduced by any applicable Premium Tax due.

Effective Date

The date, shown in the specifications section on the face page, on which we issue the Contract or establish an Individual Account.

Fixed Plus Account

The fixed interest Investment Option available under the Contract. The Fixed Plus Account is an obligation of our General Account.

Good Order

Instructions that are complete and clear enough to allow us to act without exercising discretion.

Home Office

Our main office located at One Orange Way, Windsor, Connecticut 06095-4774.

Individual Account

An account, or accounts (including, if applicable, accounts for employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions) established for each Participant to maintain a record of transactions and the value of Contributions as invested.

Voya Retirement Insurance and Annuity Company (VRIAC)

Voya Retirement Insurance and Annuity Company ("we," and "our," and "us," and "the Company" refer to VRIAC).

Investment Option

Any investment vehicle, including but not limited to mutual funds and annuity contracts, where Plan assets are or may be invested, transferred, or rolled over. Any Investment Option offered as part of a trust or custodial account held by the Contract Holder and record kept in common with this Contract by the Company, or a company affiliated with the Company, shall be treated as an Investment Option offered under the Contract.

Upon request, the Contract Holder must provide the Company with a copy of any prospectus, or other disclosure material, for any Investment Option offered by the Plan to Participants and any contractual agreement between an Investment Option provider and the Contract Holder.

Participant

A person who is covered under the retirement Plan or program for which the Contract is issued.

Plan

The retirement plan or program for which the Contract is issued.

Premium Tax

Any tax assessed by any governmental entity on Contributions or amounts used to purchase Annuity payments.

Transfer

The movement of funds between Investment Options offered under the Contract.

Withdrawal

The movement of funds from the Fixed Plus Account or any Investment Option offered under the Contract that is not a Transfer, including the movement of funds to Investment Options offered by an investment provider other than the Company or a company affiliated with the Company.

Section 1. General Contract Provisions

1.01 Entire Contract

The entire Contract consists of this document, any attachments and any endorsements incorporated.

The Plan, if applicable, is not part of the Contract and the Company is not bound by its terms.

1.02 Nonparticipating Contract

The Contract is nonparticipating. The Contract Holder, a Participant or a beneficiary has no right to share in our earnings.

1.03 Control of Contract

Control of the Contract is as shown on Contract Schedule I under Control of Contract.

1.04 Certificate

Any certificate provided to a Participant summarizes Contract provisions; it is for information only and is not part of the Contract. We will provide certificates as required by state law in the state where the Contract is delivered and as allowed under the Plan.

1.05 Incontestability

We will not cancel the Contract because of any error of fact.

1.06 Grace Period

Except as provided in 4.06, the Contract and all Individual Accounts will remain in effect even if Contributions are not continued.

1.07 Change of Contract

We may make changes to the Contract in accordance with the following:

- (a) Only a Vice President or above of the Company or any officer acting pursuant to a written delegation of authority from such person may change the terms of the Contract. No other employee, agent, or representative of the Company may make any change to the Contract;
- (b) The Contract may be changed at any time by written mutual agreement of the Contract Holder and the Company. Where the Company proposes a change to the Contract requiring written mutual agreement, if the Contract Holder does not agree to any change under this provision, no new Participants will be covered under the Contract;
- (c) The Company may not make any unilateral changes to the Contract, except that the Company may change the Contract as specifically provided below in this item (c) of 1.07:
 - (1) The Company may change the terms of the Contract at any time as required by federal or state law; and
 - (2) The Company may change the Annuity Options (see 6.02), the attached Annuity options tables, and the mortality table (see 6.03) we use to calculate payment rates for life-contingent Annuity payments:
 - (i) No earlier than 12 months after the Effective Date of the Contract; and
 - (ii) No earlier than 12 months after the date on which any such prior change was effective.

Any such changes will not apply to any individual participating under the Contract before the effective date of the change, but will apply to new Participants covered on or after the date any change is effective. Any change will not affect the amount or terms of any Annuity beginning before the change is effective; and

- (d) Notwithstanding any other section of the Contract, we do not have the right to change, unilaterally or pursuant to mutual agreement, the provisions of section 3.01 (Fixed Plus Account Minimum Guaranteed Interest Rates) or the Fixed Plus Account Minimum Guaranteed Interest Rates provisions in Contract Schedule I.

1.08 Payments

We make payments as directed by the Contract Holder or a Participant, as applicable. Payment requests must be in writing or as we otherwise allow in our administrative practice. We determine the amount of any payment based on the Individual Account value as of the Business Day we receive a payment request in Good Order at our Home Office. Generally, we make payments within seven calendar days.

1.09 Deferral of Payment

By law, we have the right to defer payment of Withdrawals for up to six (6) months from the date we receive the request after making written request and receiving written approval of the Insurance Commissioner.

1.10 Proof of Age

If a life-contingent Annuity option is elected, we may require proof of the age of an Annuitant.

1.11 Evidence of Survival

We may require proof that any Annuitant under a life-contingent Annuity option is living.

1.12 Misstatements and Adjustments

If we learn that the age of any Annuitant or second Annuitant is misstated, we will use the correct age to adjust payments. We reserve the right to obtain reimbursement, or to adjust future payments for any amount we overpaid. We will pay the amount of any underpayment.

1.13 Reports

Each calendar year we provide the Contract Holder or a Participant, as applicable, with a report of the Individual Account value.

1.14 State Laws

The Contract complies with the laws of the state in which it is delivered. Any cash, death or Annuity payments are equal to or greater than the minimum required. To determine legal reserve valuation, we use Annuity tables as required by law; such tables may be different from those we use to determine Annuity payments.

1.15 Claims of Creditors

Individual Accounts are subject to the claims of creditors of the Contract Holder, a Participant or a beneficiary as shown on Contract Schedule I under Claims of Creditors.

1.16 Maintenance Fee

We may deduct an annual maintenance fee during the Accumulation Phase.

The amount of the maintenance fee, if any, for the Contract will never be more than the amount shown on Contract Schedule I under Maintenance Fee.

If a Participant has more than one Individual Account, we will deduct the fee proportionately from each Individual Account unless the Contract Holder directs otherwise. We may eliminate the fee for an Individual Account established with one lump-sum Contribution.

1.17 Charges for Additional Services

We, or our authorized representatives, may provide administrative services to the Plan under a separate administrative services agreement with the Contract Holder. We may charge for the services described in the separate agreement, and the costs of such services may be periodically deducted directly from Individual Accounts (see 2.06). The amount of such fees, and the frequency at which they may be paid from Individual Accounts, will be specified in the separate agreement between us and the Contract Holder, and will be approved by the Contract Holder.

1.18 Deduction of Plan Fees

Upon written direction from a Contract Holder sponsoring a 403(b), 457(b) or 401(a) plan, and upon confirmation from the Contract Holder that such deduction is permitted under the terms of its Plan, the Company will deduct from account values of Participants under the Contract Holder's Plan the amounts specified by the Contract Holder to pay costs associated with the administration of the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company will deduct such amounts at the frequency specified by the Contract Holder, provided such frequency is agreed to by the Company. The Company will not retain any such amounts deducted but will pay them as directed by the Contract Holder.

If a Contract Holder does not direct such deductions, the Company may in its discretion elect to pay all or part of the administration expenses of the Contract Holder's Plan in accordance with any applicable provisions of the Contract.

1.19 Plan Administration Subsidy

The Company and/or its affiliates may provide Plan administration services to the Contract Holder. Such services may be offered at no or reduced cost. Also, the Company may subsidize all or a portion of the Contract Holder's Plan administration expenses by paying certain costs associated with the Contract Holder's Plan administration personnel and/or certain costs associated with a third party administrator engaged by the Contract Holder to administer the Plan in accordance with its terms, the Code and the Treasury Regulations. The Company shall have no obligation to agree to Plan administration subsidy requests, and unless otherwise agreed to in advance by the Company and the Contract Holder, the Company may limit or terminate the subsidy with respect to a Contract Holder's Plan at the Company's sole discretion. Plan administration subsidies will be paid only to the extent requested by the Contract Holder and agreed to by the Company in writing. The Company will determine the availability of a Plan administration subsidy on a basis that is not unfairly discriminatory.

1.20 Recodification

In the event of any recodification of the Code Section references contained herein, the Contract shall be construed to refer to the original Code Sections as recodified.

Part I. Accumulation Phase

Section 2. Contributions and Individual Account Value

2.01 Contributions

We reserve the right to establish minimum Contribution amounts and to refuse to accept any Contribution.

The Contract Holder or a Participant, as applicable, may establish an Individual Account with one lump-sum Contribution.

Contributions to Individual Accounts may be limited as provided in the Code. The limits, if any, are shown on Contract Schedule I under Contributions Limits.

2.02 Rollovers

Rollovers of amounts from other retirement plans or arrangements are accepted as provided for on Contract Schedule I under Rollovers.

2.03 Premium Tax

We pay any applicable Premium Tax when it is due. We will deduct the amount of any applicable Premium Tax from the Individual Account value no earlier than when there is a tax liability. We reserve the right to deduct any Premium Tax due before a Contribution is allocated to an Individual Account.

2.04 Individual Account

We will establish an Individual Account for each Participant.

If required, we will provide accounts that distinguish between employer Contributions, employee pre-tax Contributions and employee designated Roth Contributions for each Participant.

2.05 Experience Credit

We may apply experience credits (investment, administrative, mortality or other) under the Contract and may apply such credits as a reduction in the maintenance fee or an increase in the minimum one-year guaranteed interest rate provided under the Fixed Plus Account as described in 3.01.

We will apply experience credits at our sole discretion, as we deem appropriate for the class of contracts to which the Contract is issued.

2.06 Individual Account Value

The Individual Account value is equal to the total of all Contributions:

- (a) Plus any interest added on the amount in the Fixed Plus Account;
- (b) Minus any applicable maintenance fees, any amounts withdrawn, or used to purchase Annuity payments, or any applicable Premium Tax; and
- (c) Minus any applicable fees or charges deducted.

Section 3. Fixed Plus Account

3.01 Fixed Plus Account Minimum Guaranteed Interest Rates

We will credit interest to the Fixed Plus Account at annual effective yields that are at least equal to the Fixed Plus Account Minimum Guaranteed Interest Rates shown on Contract Schedule I.

We, at our discretion, may credit interest at a higher rate. We will make available to the Contract Holder or Participants, as applicable, the rate currently being credited to amounts held in the Fixed Plus Account.

3.02 Transfers from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be transferred from the Fixed Plus Account to another Investment Option offered under the Contract. Any such Transfer, if made to a Code Section 403(b) Plan Investment Option, will be made in accordance with requirements of the Plan, the Code and applicable regulations.

The amount available for Transfer is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the Transfer request. In addition, we reserve the right to reduce the amount available for Transfer by amounts withdrawn under a systematic distribution option and the right to establish a minimum transfer amount.

The Transfer limit referenced above does not apply when:

- (a) The amount in the Fixed Plus Account is less than or equal to the amount shown on Contract Schedule I under Waiver of Fixed Plus Account Transfer Limit; or
- (b) The Transfer is subject to the Equity Wash Restrictions and Limitations Option (see 3.06).

The Contract Holder or a Participant, as applicable, may request a Transfer by properly completing a Transfer request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

3.03 Partial Withdrawals from the Fixed Plus Account

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be withdrawn by a Participant from the Fixed Plus Account. The amount available for Withdrawal is based on the Individual Account value in the Fixed Plus Account on the Business Day we receive the Withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred (including transfers made to issue a Plan loan), or used to purchase Annuity payments during the 12 months prior to the request. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05).

The partial Withdrawal limit previously referenced does not apply when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Account Partial Withdrawal Limit.

3.04 Full Withdrawal of the Total Amount in the Fixed Plus Account

The Contract Holder or a Participant, as applicable, may make a full Withdrawal from the Fixed Plus Account as follows:

- (a) The Contract Holder may withdraw the sum of the value of all Individual Accounts under the Contract provided the Contract Holder controls the Contract (see Contract Schedule I under Control of Contract); and
- (b) A Participant or the Contract Holder, as applicable, may withdraw the entire value of the Individual Account(s) established for that Participant under the terms of this provision unless the option described in 3.06 applies.

Once we receive a Withdrawal request in Good Order at our Home Office, no additional Transfers (including transfers made to issue a Plan loan) or partial Withdrawals are allowed.

For a full Withdrawal to a Contract Holder or to a Participant, we will pay the applicable amount, with interest determined in a manner consistent with 3.01, in five payments as follows, unless, for Withdrawals requested by a Participant, the waiver described in 3.05 applies:

- (1) One-fifth of the following amount: The Individual Account value, or the value of the sum of all Individual Accounts, as applicable, in the Fixed Plus Account as of the Business Day we receive the Withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred (including transfers made to issue a Plan loan), withdrawn or used to purchase Annuity payments during the prior 12 months. We also reserve the right to reduce the amount available by deducting any amount withdrawn under a SDO (see 4.05); then
- (2) One-fourth of the remaining amount 12 months later; then
- (3) One-third of the remaining amount 12 months later; then
- (4) One-half of the remaining amount 12 months later; then
- (5) The balance of the Individual Account value, or the balance of the value of the sum of all Individual Accounts, as applicable in the Fixed Plus Account 12 months later.

The Contract Holder or Participant, as applicable, may cancel a full Withdrawal request from the Fixed Plus Account at any time.

3.05 Waiver of Fixed Plus Account Full Withdrawal Provision

When a full Withdrawal is requested by a Participant, payment from the Fixed Plus Account is not limited as described in 3.04 when the Withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Full Withdrawal Provision.

3.06 Equity Wash Restrictions and Limitations Option (for Participants)

At the time of application to the Contract, the Contract Holder makes an irrevocable election as to whether the Equity Wash Restrictions and Limitations Option will apply to Participants. The election of the Contract Holder regarding this option is shown on Contract Schedule I under Elections Made By the Contract Holder.

This option is an alternative for Participants to the Transfer and Withdrawal payment limitations described in 3.02, 3.03 and 3.04. If this option has been elected, then Transfers and partial and full Withdrawals from the Fixed Plus Account are instead subject to the following restrictions and limitations:

- (a) Transfers between Investment Options offered under the Contract are allowed at any time, subject to the following provisions:
 - (i) Direct Transfers from the Fixed Plus Account cannot be made to a Competing Investment Option;
 - (ii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a Transfer to a Competing Investment Option has taken place within 90 days;
 - (iii) A Transfer from the Fixed Plus Account to other Investment Options under the Contract cannot be made if a non-benefit Withdrawal from a non-Competing Investment Option has taken place within 90 days; and
 - (iv) A Transfer from a non-Competing Investment Option to a Competing Investment Option cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

Notwithstanding the above, automatic Transfers from the Fixed Plus Account, pursuant to a request for a Plan loan from an Investment Option offered under the Contract other than the Fixed Plus Account, are allowed at any time.

- (b) Withdrawals from the Contract are subject to the following restrictions:
 - (i) Withdrawals from the Fixed Plus Account or any other Investment Option offered under the Contract to pay benefits are allowed at any time;
 - (ii) Non-benefit Withdrawals from the Fixed Plus Account cannot be made; and
 - (iii) Non-benefit Withdrawals from non-Competing Investment Options under the Contract cannot be made if a Transfer from the Fixed Plus Account has taken place within 90 days.

For purposes of this Equity Wash Restrictions and Limitations Option provision, "benefits" are payments to Participants under the terms of the Plan as allowed by the Code for any of the following reasons: retirement, death, in-service Withdrawals after age 59 1/2, separation from service (not including a severance from employment that would not otherwise qualify as a separation from service), financial hardship, unforeseeable emergency, in-service distribution and distributions under a SDO (see 4.05). The Contract Holder or Participant, as applicable, must supply documentation acceptable to us to support requests for all such benefit payments.

Section 4. Withdrawals and Distributions

4.01 General Withdrawal Provisions

As allowed by the Plan and subject to Section 3 and provisions of the Code (see 4.02), the Contract Holder or a Participant, as applicable, may withdraw any portion or all of the Individual Account value during the Accumulation Phase. For 403(b), 401 and governmental 457 plans, a Participant or the surviving spousal beneficiary of a deceased Participant (or a Participant's spouse or former spouse who is an alternate payee under a domestic relations order, as defined in Section 414(p) of the Code) who is entitled to an eligible rollover distribution may elect to have any portion of an eligible rollover distribution (as defined in Section 402(c)(4) of the Code) from the Plan paid directly to an eligible retirement plan (as defined in Section 402(c)(8)(B) of the Code) or paid directly to a Roth individual retirement annuity or a Roth individual retirement account as a qualified rollover contribution (as defined in Section 408A(e) of the Code), as specified by the Participant, beneficiary or spouse in a direct rollover. A beneficiary who at the time of the Participant's death was neither the spouse of the Participant nor the spouse or former spouse of the Participant who is an alternate payee under a qualified domestic relations order may elect to have any portion of an eligible rollover distribution directly rolled over only to an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the beneficiary as an inherited IRA (within the meaning of Section 408(d)(3)(C) of the Code), to the extent permitted under the Plan.

The Contract Holder or a Participant, as applicable, may request a Withdrawal by properly completing a Withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures.

4.02 Withdrawal Restrictions Under the Code

The Code may impose restrictions on the amount and timing of Withdrawals. The restrictions applicable to the Contract are shown on Contract Schedule I under Withdrawal Restrictions Under the Code. Withdrawals that do not comply with the Code may be subject to tax penalties.

4.03 Reinstatement

Within 30 calendar days after a Withdrawal, the Contract Holder or a Participant, as applicable may elect to reinstate all or a portion of the proceeds of a full Withdrawal if allowed by applicable law. We must receive the reinstated amount within 60 calendar days of the Withdrawal.

Any maintenance fee imposed at the time of the Withdrawal is included in the reinstatement. Any maintenance fee which falls due after the Withdrawal and before reinstatement is deducted from the amount reinstated.

If only a portion of the amount withdrawn is reinstated, the amount of any maintenance fee deducted will be restored proportionally.

Reinstatement is permitted only once.

4.04 Required Distributions

While an Individual Account remains in the Accumulation Phase, the Code may require distribution of all or a portion of the Individual Account value. The Contract Holder, a Participant or Contract beneficiary, as applicable, must tell us when to begin distributions. We have no responsibility for adverse tax consequences as the result of the Contract Holder, Participant or Contract beneficiary, as applicable, not complying with minimum distribution requirements.

The distribution requirements, if any, are shown on Contract Schedule I under Required Distributions.

Generally, to meet distribution requirements, the Contract Holder, a Participant or Contract beneficiary, as applicable, may request partial Withdrawals, a systematic distribution option (see 4.05) or an Annuity option.

4.05 Systematic Distribution Options (SDOs)

During the Accumulation Phase, we may offer one or more distribution options under which we make regularly scheduled automatic partial distributions of the Individual Account value. To request a SDO, the Contract Holder, a Participant or Contract beneficiary, as applicable, must complete a SDO election form and forward it to our Home Office.

Each option is available without discrimination to any class of contracts. The availability of any specific option may be subject to terms and conditions applicable to that option. We may discontinue the availability of a SDO option for future election. Payments will, however, continue to Participants who elected the option before the date it is no longer available.

4.06 Individual Account Termination

If Contributions have not been made for a period of two full years and the guaranteed monthly benefit under the Annuity options would be less than \$20 per month, then we may terminate an Individual Account by payment of the Individual Account value. Before we do this, we notify the Contract Holder or Participant, as applicable, 90 calendar days in advance.

Section 5. Death Benefit During the Accumulation Phase

5.01 Death Benefit

If a Participant dies during the Accumulation Phase, we pay a death benefit. The amount of the death benefit is the Individual Account value as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

5.02 Contract Beneficiary

The Contract beneficiary is shown on Contract Schedule I under Contract Beneficiary. Generally, the Participant may name a beneficiary under the Plan (the Plan beneficiary). If allowed by the Plan, when designating the beneficiary, the Contract Holder or a Participant, as applicable, may specify the form of payment as permitted by the Code. The beneficiary and the form of payment, if applicable, may be designated or changed in writing or as we may otherwise allow in our administrative procedures.

5.03 Distribution of Death Benefit

Generally, if the Plan beneficiary is the Participant's surviving spouse, distribution of the death benefit must begin no later than the year the Participant would have attained age 70 1/2 or any other date allowed under federal law or regulations.

If the Plan beneficiary is not the Participant's surviving spouse, generally, the death benefit must be used to purchase Annuity payments within one year of the year of the Participant's death or otherwise paid within five years of the year of the Participant's death.

Annuity payments to a Plan beneficiary may not extend beyond the period specified in the Code.

Part II. Annuity Phase

Section 6. General Provisions

6.01 Election

The Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, may elect an Annuity option (see 6.02) by properly completing an election form and forwarding it to our Home Office no later than 30 calendar days before the desired first Annuity payment date. All Annuity option elections must comply with any Plan requirements and regulatory requirements including the Code minimum distribution requirements.

All or any portion of the Individual Account value (after the deduction of any applicable Premium Tax) may be used to purchase Annuity payments.

Once payments begin, an Annuity option may not be revoked, nor may any amount be withdrawn except as noted below.

6.02 Annuity Options

The Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must elect one of the following fixed Annuity options and, if applicable, a payment period for the option. For each option, the attached Annuity options tables provide the Company's guaranteed Annuity purchase rates in effect as of the date the Contract is delivered:

Option 1: Payments for a Stated Period

This option provides payments for a stated period of years. The number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

At the time this option is chosen (if permitted by the Code), an annual increase of one, two or three percent (compounded annually) may be elected.

Option 2: Life Income for One Annuitant

This option provides payments for the life of the Annuitant. If this option is elected, the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) Payments that cease at the death of the Annuitant; or
- (b) Payments that are guaranteed for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period.

Under (a) or (b), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Option 3: Life Income for Two Annuitants

This option provides payments for the lives of the Annuitant and a second Annuitant. Payments continue until both Annuitants have died. If this option is elected, the Contract Holder, a Participant, or a Contract or Plan beneficiary, as applicable, must also choose one of the following:

- (a) 100% of the payment amount to continue after the first death; or
- (b) 66 2/3% of the payment amount to continue after the first death; or
- (c) 50% of the payment amount to continue after the first death; or
- (d) 100% of the payment amount to continue after the first death with payments guaranteed to the beneficiary after the second death for a period of years; the number of years in the payment period must fall within the range shown on Contract Schedule II under Payment Period; or
- (e) 100% of the payment amount to continue at the death of the specified second Annuitant and 50% of the payment amount to continue at the death of the specified Annuitant.

Under (a) or (d), an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

Other Options

As allowed under applicable state law, we reserve the right to make other options available.

6.03 Mortality Table

The mortality table for the Contract is shown on Contract Schedule II under Mortality Table.

6.04 Payments

The first payment amount must be at least \$100 per month or \$500 per year. We reserve the right to increase the minimum first payment amount, if allowed by state law, based on increases reflected in the Consumer Price Index-Urban (CPI-U) since January 1, 2009.

To calculate the guaranteed payments for a fixed Annuity, we will use the Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age. The Annuitant's adjusted age and, if applicable, the second Annuitant's adjusted age is the person's age as of the birthday closest to the day Annuity payments begin, reduced as follows:

- (a) Reduced by one year for payments beginning before January 1, 2014;
- (b) Reduced by two years for payments beginning during the period from January 1, 2014 through December 31, 2023;
- (c) Starting on January 1, 2024, reduced by one additional year for payments beginning in each succeeding ten year period.

We will use the applicable current settlement option rates if they will provide higher fixed Annuity payments.

6.05 Fixed Annuity Minimum Guaranteed Interest Rate

The interest rate for a fixed Annuity will never be less than the minimum guaranteed rate shown on Contract Schedule II under Fixed Annuity Minimum Guaranteed Interest Rate.

6.06 Death Benefit During the Annuity Phase

The Contract Holder or a Participant, as applicable, must name a beneficiary for the Annuity Phase. Unless not allowed by the Plan, or restricted by the Contract Holder, or a Participant, as applicable, the beneficiary may name a beneficiary.

If an Annuitant(s) dies, any remaining guaranteed payments continue to the beneficiary. Payments are made at least as rapidly as provided by the option in effect at the death of the Annuitant. Annuity payments to a beneficiary may not extend beyond (1) the life of the beneficiary, or (2) any period certain greater than the beneficiary's life expectancy as determined by the Code.

The beneficiary may also elect a lump-sum payment equal to the present value of any remaining payments.

The interest rate used to determine the first Annuity payment is used to calculate the present value. The present value is determined as of the Business Day we receive acceptable proof of death and a written claim for the death benefit at our Home Office.

Unless not allowed by the Plan or restricted by the Contract Holder, or a Participant, as applicable, if the beneficiary dies while receiving payments, the present value of any remaining guaranteed payments is paid in a lump-sum payment to the beneficiary's beneficiary or to the beneficiary's estate.

Annuity Options Tables

OPTION 1: Payments for a Stated Period

Monthly Amount for Each \$1,000*			
Rates for a Fixed Annuity with a 1% Guaranteed Interest Rate			
Years	Payment	Years	Payment
5	\$17.08	20	\$4.59
10	8.75	25	3.76
15	5.98	30	3.21

Option 2: Life Income for One Annuitant**

Monthly Payment Amount for Each \$1,000*					
Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate					
Adjusted Age of Annuitant	Option 2(a): payments for life	Option 2(b): payments guaranteed 5 years	Option 2(b): payments guaranteed 10 years	Option 2(b): payments guaranteed 15 years	Option 2(b): payments guaranteed 20 years
55	\$3.20	\$3.19	\$3.18	\$3.14	\$3.08
60	3.67	3.66	3.62	3.55	3.43
65	4.30	4.27	4.19	4.04	3.80
66	4.45	4.42	4.33	4.15	3.87
70	5.17	5.12	4.93	4.60	4.14
75	6.41	6.27	5.83	5.15	4.40

Option 3: Life Income for Two Annuitants**

Monthly Payment Amount for Each \$1,000*						
Rates for a Fixed Annuity Payment with 1% Guaranteed Interest Rate						
Adjusted Ages		Option 3(a)	Option 3(b)	Option 3(c)	payments guaranteed 10 years Option 3(d)	Option 3(e)
Primary Annuitant	Secondary Annuitant					
55	50	\$2.57	\$2.85	\$3.01	\$2.57	\$2.85
55	60	2.87	3.21	3.42	2.86	3.02
65	60	3.25	3.69	3.96	3.25	3.70
65	70	3.76	4.34	4.69	3.75	4.01
75	70	4.46	5.23	5.73	4.43	5.26
75	80	5.45	6.50	7.20	5.31	5.90

* Net of any applicable Premium Tax deduction

** Rates are based on mortality from Annuity 2000 Table. The rates do not differ by sex.
Rates for ages not shown will be provided on request and will be computed
on a basis consistent with the rates in the above tables.

INTERNAL USE ONLY

Voya Retirement Insurance and Annuity Company

ENDORSEMENT

This Contract is hereby endorsed as follows.

Add the following paragraphs at the end of Section 3.04, entitled **Full Withdrawal of the Total Amount in the Fixed Plus Account**:

After the completion of the fifth Contract anniversary as measured from the Contract Effective Date and every five years thereafter ("Applicable Anniversary Date"), the Contract Holder may terminate this Contract and receive the total amount in the Fixed Plus Account in a lump sum payment. To initiate the Contract termination and lump sum payment, the Contract Holder must submit a written request for a Full Withdrawal of the total amount in the Fixed Plus Account. This request must be received in good order by the Company's Home Office at least 60 days in advance of the Applicable Anniversary Date.

Full withdrawal requests not meeting the requirements stated above are subject to the standard Contract withdrawal provisions.

Endorsed and made a part of the Contract on its effective date.


President

Voya Retirement Insurance and Annuity Company

INTERNAL USE ONLY

INTERNAL USE ONLY

INTERNAL USE ONLY



Voya Retirement Insurance and Annuity Company

Home Office: One Orange Way
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**Group, Fixed, Deferred Annuity Contract
(Nonparticipating)**