

LOAN REQUEST AND AGREEMENT

Section 403(b) Contracts, Education Custom Choice Contracts and MAP Plus NP Contracts

Mail Check to:

Voya Retirement Insurance and Annuity Company ("VRIAC")
PO Box 1515, New York, NY 10116-1515



Mail Form to:

Voya Retirement Insurance and Annuity Company ("VRIAC")
A member of the Voya™ family of companies
PO Box 990063
Hartford, CT 06199-0063
Phone: 800-262-3862 Fax: 800-643-8143

As used on this form, the term "Voya," "Company," "we," "us" or "our" refers to your plan's funding agent and/or services provider. That entity is Voya Retirement Insurance and Annuity Company. Contact us for more information.

GOOD ORDER

Good order is receipt at our designated location of this form accurately and entirely completed, including all necessary signatures. If we determine that this form is not received in good order, it may be returned to you for correction and processed upon re-submission in good order at our designated location, at the address above.

TERMS AND CONDITIONS

Loans are available to Account Holders under 403(b) and Education Custom Choice 457 Contracts from the value of your individual account derived from employee salary reduction contributions (*loans are not available to a beneficiary or to an Alternate Payee under a QDRO*). If your Employer's plan permits, loans may also be available from the vested portion of the value of any Employer Contributions made to your account.

The loan effective date will be the date the designated location has received the Loan Request Form and any other required forms in good order. However, for loan requests received on the 29th, 30th or 31st of any calendar month that are otherwise in good order, the loan effective date will be the first business day of the following month.

For purposes of calculating the maximum loan amount, the value of the vested individual account will be determined after the final close of business of the New York Stock Exchange on the valuation date we have received the Loan Request Form and any other required forms in good order at the designated location. A valuation date is any normal business day, Monday through Friday, that the New York Stock Exchange is open.

Notwithstanding any other provision in this Loan Agreement, we reserve the right to make any changes to this Loan Agreement that are required by Federal and/or State laws and regulations. In addition, we reserve the right to make any changes to this Loan Agreement that are required to enable it to administer this loan in accordance with the Group Annuity Contract or other agreement between us and your Employer, including but not limited to, requiring that the entire outstanding loan balance (*principal and interest*) will be considered in default and reportable as a deemed distribution to the Internal Revenue Service (IRS) in the event any payment is not received by us by the due date (*including any applicable grace period*), and changing the method or frequency of payment. Unless required by law, no such change will affect the outstanding loan amount or the term of the loan.

Amounts used to satisfy your loan request will be withdrawn proportionately from the investment options under the individual account. However, amounts may not be taken from the Voya Guaranteed Accumulation Account (GAA) or from the Voya GET Fund (GET). Amounts withdrawn do not share in the investment experience of the options from which they were withdrawn.

If you wish to transfer amounts out of GAA or GET, a separate Allocation Change/Transfer Request Form is required, or you may contact a customer service representative at the number provided to initiate a fund transfer.

If the loan amount you have requested exceeds the amount held in your individual account (*not including amounts held in GAA or GET*), you must first transfer funds from GAA or GET to one of the other investment options.

Funds transferred from GAA prior to the end of the guaranteed term will be subject to a market value adjustment, which may be positive or negative. The amount available for transfers from GET may be more or less than the amount initially deposited into GET. Refer to the GAA or GET prospectuses for more complete information. If you decide not to take the loan, the transfer of funds will not be reversed.

- **Systematic Withdrawal Option** - Payment under a Systematic Withdrawal Option (SWO) is not allowed with an outstanding loan. If you have a SWO, payments under this option will stop when your loan is processed.
- **Election of an Annuity Option** - If you elect an annuity option and have an outstanding loan balance, you may repay this balance or your individual account will be adjusted as described in the Withdrawal of Your Account section.
- **Death** - If a death claim is submitted for an individual account with an outstanding loan balance, the individual account including the amount of the Loan Account will be reduced by the amount of the outstanding loan balance before the death benefit amount is determined.

KEEP FOR YOUR RECORDS

TERMS AND CONDITIONS *(Continued)*

- **Divorce** - In the event of a divorce, the outstanding loan remains an obligation of the Account Holder unless it is assumed by the Alternate Payee through completion of the appropriate form. Loan payments will be allocated to the person responsible for repayment and, in the event of default, the defaulted amount will be tax reported to such person.
- **Leave of Absence** - If you take a routine or military leave from your Employer, you may be eligible to have your loan payments suspended for a specified period. For routine and military leave, employer certification is required and no new loans can be taken during the leave. For routine leave, the term of the loan will not be extended. Certain additional restrictions apply and specific documentation is required. Please contact a customer service representative at the number provided above for further details.

LOAN AMOUNT

Minimum Loan Amount

For all loans from ERISA plans, and for non-residential loans from non-ERISA plans: The required minimum individual account value is \$2,000. The minimum loan amount is \$1,000.

For residential loans from non-ERISA cases: The required minimum individual account value is \$5,000. The minimum loan amount is \$2,500 unless otherwise provided by your Contract.

Maximum Loan Amount

The loan amount may not exceed the lesser of:

1. 50% of the vested individual account value (*including any current outstanding loan balance*), reduced by any outstanding loan balance(s) on the loan effective date; or
2. \$50,000, reduced by the highest outstanding loan balance(s) during the preceding 12 months ending on the day before the current loan is made.

Any amount awarded to another person under a QDRO is not part of your individual account value.

The balance of all outstanding loans may not exceed \$50,000. In calculating this limit, all loans (*including accrued interest on defaulted loans*) under all 401, 403(b) and 457 Plans sponsored by a single Employer must be combined. Plans of related Employers must also be included in this calculation. You are responsible for providing information about any other 401, 403(b) or 457 loans with this Employer or any related Employer.

One loan request is permitted per contract during any 12 month period.

LOAN REPAYMENT PERIOD

- Principal and interest must be amortized and repaid quarterly.
- For general purpose (*non-residential*) loans, the repayment period is from one (1) to five (5) years, as you select, and as permitted by your plan.
- For residential loans (*used to purchase your principal residence*), the repayment period is from one (1) to twenty (20) years, as you select, and as permitted by your plan.
- Once a loan repayment period has been selected, that repayment period cannot be changed.
- Refinancing of loans is not permitted.

LOAN INTEREST

Interest Charged

The loan will be processed using the rate in effect when the Loan Agreement, and where applicable the Account Holder Election/ Spousal Consent, are received in good order.

For loans from ERISA cases, we will set the loan interest rate on the first business day of each calendar month. This rate will be equal to Moody's Corporate Bond Yield Average - Monthly Average Corporates, as published by Moody's Investors Service, Inc. for the calendar month ending two months before the date on which the new loan interest rate is effective.

For loans from ERISA cases, the loan interest rate will apply for one year from the loan effective date. Annually on the anniversary of the loan effective date, the rate will be adjusted if the current rate is an increase or decrease of 0.5% or greater. Your quarterly payment can change yearly based on changes in the interest rate.

For loans from Non-ERISA cases, the loan interest rate charged is 6% on an annual basis. This rate is charged for the life of the loan.

Interest Earned

Interest earned on the remaining loan balances for ERISA and non-ERISA cases is at a rate which is not less than the loan interest rate charged, less 2.5%. The interest is calculated daily, accrues in the Loan Account and is credited quarterly to your account.

LOAN PAYMENTS

The first quarterly payment will be due three months after the loan effective date. Future quarterly payments will be due in three month intervals from the first due date. A notice for the quarterly payment amount due will be sent to you before the due date. Failure to receive this notice does not extend the due date. Any payments received in between the quarterly payment schedule will be applied to the principal portion of the outstanding loan.

If a loan payment is not received by the designated location within 60 days following the due date (*grace period*), the entire loan will be in default.

Each loan payment will be allocated among the current investment options in effect and in the same proportion as when the payment was received. For any loan that is paid in full within the first year of the loan effective date, we reserve the right to allocate the payment among the same investments options as when the loan was made.

When we receive a payment in excess of a billed amount, the excess will be applied to the principal portion of the outstanding loan. Payments received that are less than the amount due will be returned to you.

Prepayment of the entire loan is allowed. We will bill you for any accrued loan interest in your next bill. The loan will be considered paid when we receive this amount. To avoid an additional bill for accrued interest, call the number provided above to receive a loan payoff quote.

You may elect to repay the loan that is in default. We will accept partial payments on a defaulted loan. We will retain the portion of the payment consisting of accrued interest, the deferred sales charge on the defaulted loan, and the 5% default charge on the Fixed Plus Account, if applicable. Since the defaulted loan is reported as a taxable distribution in the year of default (*and subject to the IRS 10% premature distribution penalty tax, unless an exception applies*), the repaid loan balance is treated as cost basis (*after-tax contributions*). Any cost basis is not taxed at annuitization or withdrawal.

For all Voya Retirement Insurance and Annuity Company contracts issued on or after January 1, 2004, any Account Holder with an outstanding defaulted loan will not be permitted to take a subsequent loan until the outstanding defaulted loan and any accrued interest is repaid in full. This will not apply to Voya Retirement Insurance and Annuity Company contracts issued on or before December 31, 2003. For these contracts, subsequent loans are permitted when there is an outstanding defaulted loan.

Send all quarterly loan payments in U.S. Currency to the designated location:

Voya Retirement Insurance and Annuity Company
PO Box 1515
New York, NY 10116-1515

Please write the following on your check:

- The 15 digit account number
- The words LOAN PAYMENT
- Loan ID #
- Plan ID #

LOAN DEFAULT

If a payment is not received at the designated location by the last day of the grace period, the entire outstanding loan will be in default including accrued interest to date. The loan is treated as follows:

1. If the amount available for distribution from your individual account equals or exceeds the defaulted loan, including accrued interest, plus any deferred sales charge on the defaulted loan, and the 5% default charge for the Fixed Plus Account, if applicable:
then that amount will be withdrawn from your individual account and retained by us. The defaulted loan plus any accrued interest will be reported as an actual distribution to the IRS on IRS Form 1099-R for the year the default occurred.
2. If the amount available for distribution from your individual account is not sufficient to cover the defaulted loan, including accrued interest, plus any deferred sales charge on the defaulted loan and the 5% default charge for the Fixed Plus Account, if applicable:
then the entire loan will be in default, and will be reported as a deemed distribution to the IRS on IRS Form 1099-R for the year the default occurred.

We will continue to charge interest on the defaulted loan until the defaulted loan is repaid or until there is a sufficient amount available for distribution from your individual account to repay the defaulted loan, including accrued interest, any deferred sales charge on the defaulted loan and the 5% default charge for the Fixed Plus Account, if applicable. For loans issued under 403(b) plans, this generally will be when you reach age 59½ or we are notified that you have separated from service. On the day you attain age 59½ or we are notified that you have separated from service, a partial withdrawal will be processed for the amount due and will be retained by us. For loans issued under Education Custom Choice 457 Contracts, this generally will be when you reach age 70½ or we are notified that you have separated from service.

We will accept partial payments on a defaulted loan.

Voya Fixed Plus Account – 5% Default Charge

If a quarterly loan payment is missed, and more than 20% of the Voya Fixed Plus Account was used for the loan, a 5% default charge is applied to a percentage of the defaulted loan.

The percentage of the defaulted loan that is subject to the 5% charge equals: (a) the loan amount withdrawn from the Voya Fixed Plus Account, minus 20% of the Voya Fixed Plus Account value on the day the loan is made, reduced by any surrenders, transfers or amounts applied to an annuity option during the prior 12 months; divided by (b) the total amount of the loan.

KEEP FOR YOUR RECORDS

WITHDRAWAL OF YOUR ACCOUNT

The amount available for a partial withdrawal while a loan is outstanding equals the vested individual account value, including the Loan Account, minus 125% (*110% for Contracts issued in New York*) of the outstanding loan balance.

If you request a full withdrawal and you have an outstanding loan, and the amount available for distribution is enough to cover:

- a) The entire outstanding loan balance (*principal plus accrued interest*),
- b) any deferred sales charge due on the outstanding loan balance and,
- c) the 5% default charge on the Fixed Plus Account, if applicable,

then the sum of a), b) and c), is deducted from your individual account and the loan is canceled. Any interest earned on your outstanding loan balance but not yet credited is applied to your individual account. The outstanding principal loan balance and accrued interest, if not previously reported, will be reported to the IRS as a taxable distribution on IRS Form 1099-R.

If you request a full withdrawal and you have an outstanding loan, and the amount available for distribution is not enough to cover the entire outstanding loan balance, any deferred sales charge due on the outstanding loan balance and the 5% default charge on the Fixed Plus Account, if applicable: then the withdrawal amount cannot exceed the vested individual account value, including the Loan Account, reduced by 125% (*110% for Contracts issued in New York*) of the outstanding loan balance.

SPOUSAL CONSENT

If your account is part of an ERISA plan (*check with your Employer or loan administrator*), you, and if you are married, your Spouse, must complete the Account Holder Election/Spousal Consent to Loan Form.

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PO Box 990063
Hartford, CT 06199-0063
Phone: 800-262-3862 Fax: 800-643-8143

1. PLAN INFORMATION

Employer Name _____ Plan # _____
(Can be found on your quarterly statement.)

2. ACCOUNT HOLDER INFORMATION

Name (last, first, middle initial) _____

SSN (Required) _____

Street Address/PO Box _____

City _____ State _____ ZIP _____

Daytime Phone _____

3. LOAN AMOUNT

If, due to market fluctuation or other disbursement activity, my account does not have the amount requested available on the day the Loan Request is received by Voya in good order, I understand that the loan will be issued for the maximum amount available.

Total Loan Amount Requested \$ _____

Employee	Employer	Rollover	Other _____
\$ _____ or _____ %	\$ _____ or _____ %	\$ _____ or _____ %	\$ _____ or _____ %

Please provide information about loans that have been issued under contracts **not issued** by a member of the Voya™ family of companies. Both "A" and "B" of this section must be answered.

A. During the last 12 months, have you had any 401, 403(b) or 457 loans under this Employer or any related Employer?

Yes No

If "Yes," for each loan, please provide the SUM of the highest outstanding loan balances during the past 12 months.
\$ _____

If "Yes," please provide the SUM of the current outstanding loan balance(s). \$ _____

B. Have you defaulted on a 401, 403(b) or 457 loan under this Employer or any related Employer?

Yes No

NOTE: The Internal Revenue Code imposes maximum limits on loans. Except where the Employer or its third party administrator is required to approve loan request, the Company relies on the Account Holder to provide information that it does not otherwise have in order to determine the maximum amount available for a loan. Failure to provide accurate and complete information may result in taxable income to you.

Checks will be made payable and mailed to the Account Holder. Checks will NOT be issued to a third party. The loan amount will be withdrawn pro rata from each allowable fund.

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4. EMPLOYER CONTRIBUTIONS

Are loans available from the vested portion of Employer Contributions? Yes No

If "Yes," the vested percentage is required for acceptance of a loan request. The Employee is _____ % vested in Employer Contributions. If the plan restricts the amounts available from Employer Contributions, please indicate the maximum amount here. \$ _____ (minimum \$500)

Your Employer must sign this form certifying that this information is correct.

5. LOAN REPAYMENT PERIOD *(Complete A or B. We will assume the maximum loan repayment period (5 years for general purpose loans and 20 years for principal residence loans) if term not otherwise specified.)*

A. This loan will be used for general purposes. I select a _____ - year repayment period *(from 1 to 5 years)*.

B. This loan will be used to purchase my principal residence. I select a _____ - year repayment period *(from 1 to 20 years)*.

6. DELIVERY OPTIONS FOR CASH DISTRIBUTIONS

Withdrawal will be deposited directly into my bank account. *(Complete the bank information below.)*

Withdrawal check will be mailed to me through regular U.S. Mail.

If you decide to have a withdrawal deposited directly into your bank account you need to complete the information below, and by doing so you authorize Voya to initiate an electronic funds transfer (EFT). The electronic deposit is immediately available for use once the transfer is completed. The Company does not charge you for this service; the payment is typically completed within 3-4 business days.

Please verify the correct ABA routing number with your bank. If the electronic deposit cannot be completed using the information provided below, we will issue and mail a check to the Account Holder.

The EFT information must be clear and complete. If we are unable to read the instructions, in order to expedite the request, the payment will be made by check.

- EFT will not deposit to a third party account.
- EFT cannot be made outside of the U.S.

Account Type Checking or Savings Account

Bank Account # _____

ABA Routing # *(9 digits, verify with your bank)* _____

Default: If no election is made, your check will be mailed to you through regular U.S. Mail.

7. ACCOUNT HOLDER AUTHORIZED SIGNATURE AND CERTIFICATION

I, the Account Holder, certify that I have read the Terms and Conditions section appearing on the cover page of the request and agree to its provisions.

I, the Account Holder, certify that there is no pending Qualified Domestic Relations Order (QDRO/DRO), a court judgment, decree or order relating to the provision of child support, alimony, or marital property rights to a Spouse, Former Spouse, child or other dependant with respect to the requested loan amount.

I understand that the Company reserves the right to directly or through a third party recover any payments made in excess of amounts to which I am entitled under the terms of the Contract regardless of the method of payment.

Those signing the form may rely conclusively on all information, including this certification, in processing this Loan Request. In the case of any conflicting information, the Company is entitled to rely exclusively on the information contained in this Loan Request.

Account Holder Signature _____ Date *(mm/dd/yyyy)* _____

Account Holder SSN **(Required)** _____

**Your form will NOT be processed
without Account Holder SSN completed.**

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8. THIRD PARTY ADMINISTRATOR AUTHORIZED SIGNATURE AND CERTIFICATION

This section must be completed if required by the Employer.

I am employed as a Third Party Administrator of the Plan identified above and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Account Holder's eligibility for such loan and have not relied solely on information provided by the Account Holder in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document; and
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Account Holder to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me.

Name of TPA Firm _____

Authorized Signer Name *(Please print.)* _____

Signature _____ Date *(mm/dd/yyyy)* _____

9. EMPLOYER, PLAN SPONSOR OR NAMED FIDUCIARY AUTHORIZED SIGNATURE AND CERTIFICATION

If this section is not signed, your participant will not receive the requested loan.

This section must be completed by the Employer or its designee if required by a contract between the Company and the Employer.

I am an Employer, Plan Sponsor, or Named Fiduciary of the Plan identified above and certify the following:

- I have read and agree to the terms of the requested loan;
- I have verified the Account Holder's eligibility for such loan and have not relied solely on information provided by the Account Holder in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document;
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Account Holder to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me; and
- I have amended my Plan document to reflect all applicable federal tax legislation and IRS guidance, including the Pension Protection Act of 2006, in accordance with the IRS's remedial amendment period.

Authorized Signer Name *(Please print.)* _____

Signature _____ Date *(mm/dd/yyyy)* _____

**QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)
QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)
WAIVER AND SPOUSAL CONSENT**

Voya Retirement Insurance and Annuity Company ("VRIAC")
Voya Institutional Plan Services, LLC ("VIPS")
Members of the Voya™ family of companies
PO Box 990063, Hartford, CT 06199-0063



As used on this form, the term "Voya," "Company," "we," "us" or "our" refer to VRIAC or VIPS acting as your plan's funding agent and/or administrative services provider. Contact us for more information. The term 'withdrawal' refers to your attached transaction request which could represent a loan or withdrawal.

This form must be completed in its entirety.

1. GENERAL INFORMATION

Plan Name _____ Plan # _____

Account Holder Name _____ SSN (Required) _____

Spouse Name _____ SSN _____ Date of Request (mm/dd/yyyy) _____

2. ACCOUNT HOLDER CERTIFICATION

I have requested a withdrawal of my account under the above referenced Plan.

Required to be completed regardless of marital status.

Marital Status (Check one.)

- I am not married.
- I am married. (Your spouse must consent to this request by completing the Spousal Consent section below.)
- My spouse cannot be located or I am legally separated or abandoned within the meaning of local law. (Spousal consent is not required unless a pending domestic relations order provides otherwise.)

I have read the attached *Qualified Joint and Survivor Annuity Notice* below and request a withdrawal as indicated on the attached form. I acknowledge that I have read and understand this form and certify that the above information is completed correctly to the best of my knowledge.

Account Holder Signature _____ Date (mm/dd/yyyy) _____

3. SPOUSAL CONSENT

I have read the attached *Qualified Annuity Notice* and the withdrawal request to which it relates. I understand that I have the right to have the Plan pay my spouse's benefits in a QPSA or QJSA payment form and am waiving those rights for the amount being requested in this request. I understand that I do not have to sign this Spousal Consent form and am doing so voluntarily. I understand that if I do not sign this Spousal Consent form, then my spouse will not receive a withdrawal from the Plan. I understand that by consenting to this withdrawal, my survivor benefits under the Plan may be reduced or eliminated. Moreover, I understand that I may not be entitled to any Plan benefit for the amount so withdrawn in the event of my spouse's death. I acknowledge receiving the Special Tax Notice.

Spouse Name (Please print.) _____

Spouse Signature _____ Date (mm/dd/yyyy) _____

4. PLAN REPRESENTATIVE OR NOTARY PUBLIC CERTIFICATION

The above consent was signed or acknowledged in my presence.

Plan Representative/Notary Public Name (Please print.) _____

Plan Representative/Notary Public Signature _____

State _____ County _____ Date (mm/dd/yyyy) _____

QUALIFIED ANNUITY NOTICE



QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)

Federal law requires the Plan to pay retirement benefits in a special payment form unless your spouse chooses a different payment form and you agree to that choice. This special payment form is often called a “qualified joint and survivor annuity” or “QJSA” payment form. The QJSA payment form gives you a monthly retirement payment for the rest of your life. This is often called an “annuity.” Under the QJSA payment form, after you die, each month the plan will pay your spouse all or a portion of the retirement benefit that was paid to you. The benefit paid to your spouse after you die is often called a “survivor annuity” or a “survivor benefit.” Your spouse will receive this survivor benefit for the rest of his or her life.

If you elect to waive the QJSA form of payment, your spouse may receive less money than he or she would have received under the special QJSA payment form. Depending upon the payment form that you choose, your spouse may receive nothing after you die.

Instead of a QJSA, you may elect distribution in one of the following forms below, if allowed under your Plan:

- a. Direct rollover
- b. Lump sum payment
- c. Installment payments

Refer to your Summary Plan Description for the benefit payment options under your Plan. You also may elect one form of payment for part of your vested account balance and another form of payment for another part of your vested account balance. For more information also see the Special Tax Notice and Notice of Your Right to Defer Distributions.

To determine the approximate annuity payment you will receive, you must: (1) look up the Annuity Factor in the table below based on your single life, or if you are married based on your joint lives based upon you and your spouse’s (if applicable) respective ages; (2) divide your vested account balance by the annuity factor below which most closely approximates your respective ages. For example, if you and your spouse are both age 65 and your vested account balance is \$10,000, then your approximate monthly payment is \$80.26 (\$10,000 divided by 124.5932) and if your spouse survives you, the approximate monthly payment to your surviving spouse is \$40.13. If you are unmarried, age 65, and your vested account balance is \$10,000, your approximate monthly payment is \$89.17 (\$10,000 divided by 112.1426).

Annuity Factor Table									
Joint Life Expectancy						Single Life Expectancy			
Your Age	Spouse’s Age	Annuity Factor	Your Age	Spouse’s Age	Annuity Factor	Your Age	Annuity Factor	Your Age	Annuity Factor
35	35	185.7820	55	55	151.8823	35	179.9992	62	121.2561
40	40	179.7357	55	60	149.2923	40	172.7137	63	118.2464
45	40	173.9274	60	55	142.4041	45	163.7769	64	115.2065
45	45	172.1575	60	60	139.0556	50	153.1549	65	112.1426
45	50	170.4506	60	65	136.0040	55	140.9267	66	109.0660
50	45	165.1396	65	60	128.5001	58	132.8334	67	105.9902
50	50	162.8974	65	65	124.5932	59	130.0210	68	102.9118
50	55	160.7694	65	70	121.1550	60	127.1504	69	99.8175
55	50	154.6553	70	70	109.0890	61	124.2266	70	96.6943

Note: The above annuity factors are based on the UP-1984 mortality tables, assuming a 6% interest rate. The insurance company from which the annuity is purchased may use different factors for the QJSA or single Annuity. Different factors will produce a different monthly payment. The QJSA Annuity Factors above assumes a joint and 50% survivor annuity. A different percentage survivor annuity will also produce a different monthly payment. To determine the options under your plan please refer to your Summary Plan Description.

If you would like to request a more precise calculation of any of the annuity options available under your plan please call 1-800-584-6001.

QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA) (Continued)

Postponement of distribution. If you do not wish to continue with this withdrawal request from the Plan, do not complete the attached form. If your election to take a withdrawal is postponed your vested account balance will be subject to adjustment for investment gains or losses. Due to market fluctuations, the total amount ultimately distributed to you could be more or less than the value of your vested account balance as of the current date or as of the date of termination of your employment with the Employer.

Financial effect of distribution options. Under a QJSA, you will receive lifetime income. If you are married and your spouse predeceases you, the annuity payments will continue until your death. If you are married and your spouse survives you, then you will receive joint life payments until your death, and your spouse will continue to receive a percentage (based on your choice of options available under the Plan) of the joint life payments until his or her death. The QJSA will not pay any death benefits to beneficiaries other than your spouse. If you waive the QJSA, then you may receive your vested account balance in any form allowed under your Plan.

You have a right to waive the QJSA at any time provided that (1) you make the selection within the 180-day period before the date on which your benefits are to begin, and (2) your spouse consents to your election. Your spouse's consent must be in writing and must be witnessed by a notary public or Plan Sponsor Representative. You may revoke your waiver of QJSA at any time before your benefits begin. Spousal consent of this revocation is not necessary. If you revoke your election, your benefits under the plan will be paid in the form of a QJSA.

Minimum notice period. After you receive this Notice, you have 30 days to consider your distribution options under the Plan ("30-day period"). If you sign and return the attached withdrawal request authorization form before the expiration of the 30-day period to the Plan Administrator, you will have elected to waive the 30-day period. If you waive the 30-day period and elect a benefit payment option other than a QJSA, you have the right to revoke that election until the later of the date that payments begin or 7-days from the date that you received this Notice.

QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)

You have an account in the Plan. The money in the account that you will be entitled to receive is called the vested account. Federal law states that your spouse will receive a special death benefit that is paid from the vested account if you die before you begin receiving retirement benefits (or, if earlier, before the beginning of the period for which the retirement benefits are paid). Your spouse has the right to receive this periodic payment beginning after you die. The special death benefit is often called a "qualified preretirement survivor annuity" or "QPSA" benefit. The plan will pay this death benefit in a lump sum, rather than as a QPSA, if the value of the death benefit is \$5,000 or less.

Your spouse generally may waive his or her right to the QPSA benefit only on or after the first day of the plan year in which you attain age 35. However, the Plan may provide for an earlier waiver with spousal consent, provided that a written explanation of the QPSA is given to you and that the waiver executed prior to age 35 becomes invalid upon the beginning of the plan year in which your thirty-fifth birthday occurs. If a new waiver and spousal consent is not executed on or after that date, a QPSA benefit must be provided. Your spouse may elect to waive his or her right to a QPSA, and if applicable, his or her right to be named as the beneficiary of your vested account under the Plan.

You may make either or both of these elections beginning with the first day after which you become a Participant in the Plan.

IMPORTANT NOTE

Because a spouse has certain rights under the law, you should inform your Plan Administrator or Employer immediately of any changes in your marital status. A change in your marital status may require you to designate a new beneficiary. Your spouse may need to consent to any change of beneficiary. For more information regarding QJSA or QPSA, contact your Plan Administrator or Employer.