

SECURITIES AND EXCHANGE COMMISSION  
Washington, D.C. 20549

FORM S-2

REGISTRATION STATEMENT UNDER THE SECURITIES ACT OF 1933

THE TRAVELERS LIFE AND ANNUITY COMPANY  
and  
THE TRAVELERS INSURANCE COMPANY

(Exact name of registrant as specified in its charter)

CONNECTICUT

(State or other jurisdiction of incorporation or organization)

I.R.S. Employer Identification Number: 06-0904249  
I.R.S. Employer Identification Number: 06-0555090

One Tower Square, Hartford, Connecticut 06183 (203) 277-0111

(Address, including Zip Code, and Telephone Number, including Area Code, of Registrant's Principal Executive Offices)

Ernest J. Wright  
The Travelers Life and Annuity Company  
The Travelers Insurance Company  
One Tower Square  
Hartford, Connecticut 06183  
(203) 277-4345

(Name, Address, including Zip Code, and Telephone number, including Area Code of Agent for Service)

Approximate date of commencement of proposed sale to the public:  
The annuities covered by this registration statement are to be issued from time to time after the effective date of this registration statement.

If any of the securities being registered on this Form are to be offered on a delayed or continuous basis pursuant to Rule 415 under the Securities Act of 1933 check the following box.  
X  
- - - - -

If the Registrant elects to deliver its latest Annual Report to security-holders, or a complete and legible facsimile thereof, pursuant to Item 11(a)(1) of this Form, check the following box.  
- - - - -

CALCULATION OF REGISTRATION FEE UNDER THE SECURITIES ACT OF 1933

Title of Each Class of Securities to be Registered	Amount to be Registered	Proposed Maximum Offering Price Per Unit	Proposed Maximum Aggregate Offering Price*	Amount of Registration Fee
Modified Guaranteed Annuity Contracts	Not Applicable*	Not Applicable*	\$100,000,000*	\$34,482.76*
Limited Guarantee	Not Applicable*	Not Applicable*		**

\* The maximum aggregate offering price is estimated solely for the purpose of determining the registration fee. The amount being registered and the proposed maximum offering price per unit are not applicable in that these contracts are not issued in predetermined amounts or units.

\*\* No separate fee is required for the Limited Guarantee, under Rule 457(n) of the Securities Act of 1933.

The Registrant hereby amends this registration statement on such date or dates as may be necessary to delay its effective date until the registrant shall file a further amendment which

specifically states that this registration statement shall thereafter become effective in accordance with Section 8(a) of the Securities Act of 1933 or until the registration statement shall become effective on such date as the Commission acting pursuant to said Section 8(a), may determine.

PART I

INFORMATION REQUIRED IN PROSPECTUS

THE TRAVELERS LIFE AND ANNUITY COMPANY  
THE TRAVELERS INSURANCE COMPANY

Cross Reference Sheet Pursuant to Regulation S-K, Item 501(b)

Item No.	Form S-2 Caption	Heading in Prospectus
1.	Forepart of the Registration Statement and Outside Front Cover Page of Prospectus	Outside Front Cover Page of Registration Statement and Prospectus
2.	Inside Front and Outside Back Cover Pages of Prospectus	Available Information; Incorporation of Certain Documents by Reference; Table of Contents
3.	Summary Information, Risk Factors and Ratio of Earnings to Fixed Charges	Prospectus Summary; Outside Front Cover Page
4.	Use of Proceeds	Investments by the Company
5.	Determination of Offering Price	Not Applicable
6.	Dilution	Not Applicable
7.	Selling Security Holders	Not Applicable
8.	Plan of Distribution	Distribution of the Contract
9.	Description of Securities to be Registered	Outside Front Cover Page of Prospectus; Description of Contracts; Limited Guarantee
10.	Interests of Named Experts and Counsel	Not Applicable
11.	Information with Respect to the Registrant	Outside Front Cover Page; Incorporated by Reference to Form 10-K; Description of The Travelers Life and Annuity Company
12.	Incorporation of Certain Information by Reference	Incorporation of Certain Documents by Reference
13.	Disclosure of Commission Position on Indemnification for Securities Act Liabilities	Not Applicable

PROSPECTUS

THE TRAVELERS LIFE AND ANNUITY COMPANY  
THE TRAVELERS INSURANCE COMPANY  
ONE TOWER SQUARE  
HARTFORD, CONNECTICUT 06183  
TTM  
TRAVELERS TARGET MATURITY  
MODIFIED GUARANTEED ANNUITY CONTRACT

This Prospectus describes \$100 million in participating interests in individual and group deferred annuity contracts issued by The Travelers Life and Annuity Company (the "Company"). They are designed to offer retirement programs to eligible individuals. With respect to the group Contract, eligible individuals include persons who have established accounts with certain broker-dealers that have entered into a participation agreement to offer interests in the Contract, and members of other eligible groups. (See "Distribution of the Contracts," page 10.) An individual deferred annuity contract is offered in certain states and through certain trusts. Certain Qualified Plans may also purchase the Contract. (See Appendix A.)

Participation by an individual in a group Contract will be separately accounted for by the issuance of a certificate evidencing the individual's interest under the Contract. Participation in an individual Contract is evidenced by the issuance of an individual annuity Contract. A group Contract will be issued under certain circumstances. (See Appendix A.) The certificate, group and individual annuity Contract are hereafter collectively referred to as the "Contract."

A minimum single Purchase Payment of at least \$5,000 must accompany the application or purchase order for a Contract. Prior approval by the Company is necessary for Purchase Payments in excess of \$1,000,000. No additional payments are permitted to be made under a Contract, although eligible individuals may purchase more than one Contract. (See "Description of the Contracts--Application and Purchase Payment," page 2.)

Purchase Payments become part of the general assets of the Company. The Company intends generally to invest funds received in relation to the Contracts in fixed income securities, including public and privately placed bonds, and mortgages. (See "Investments by the Company," page 9.)

The Travelers Insurance Company ("Travelers Insurance") has entered into an agreement, a Limited Guarantee, with the Company whereby Travelers Insurance has agreed to guarantee the Contracts described in this Prospectus as to principal and interest. (See "Limited Guarantee," page 15.)

UPON A SUBSEQUENT GUARANTEE PERIOD, THE GUARANTEED INTEREST RATE WILL BE DECLARED BY THE COMPANY BASED ON VARIOUS FACTORS. IT MAY BE HIGHER OR LOWER THAN THE PREVIOUS GUARANTEED INTEREST RATE. (See "Guarantee Periods," page 2) and "Establishment of Guaranteed Interest Rates," page 4.)

THIS PROSPECTUS IS ACCOMPANIED BY A COPY OF THE TRAVELERS INSURANCE COMPANY LATEST ANNUAL REPORT ON FORM 10-K, WHICH CONTAINS ADDITIONAL INFORMATION ABOUT THE TRAVELERS INSURANCE COMPANY.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

MUTUAL FUNDS, ANNUITIES AND INSURANCE PRODUCTS ARE NOT DEPOSITS OR OBLIGATIONS OF, OR GUARANTEED BY ANY BANK, NOR ARE THEY INSURED OR OTHERWISE PROTECTED BY THE FDIC, THE FEDERAL RESERVE BOARD, OR ANY OTHER AGENCY; THEY ARE SUBJECT TO INVESTMENT RISKS, INCLUDING POSSIBLE LOSS OF PRINCIPAL INVESTMENT.

The date of this Prospectus is \_\_\_\_\_.

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## GLOSSARY OF SPECIAL TERMS

In this Prospectus the following terms have the indicated meanings:

**ACCOUNT VALUE** -- The Purchase Payment plus all interest earned, minus all surrenders, surrender charges and applicable premium taxes previously deducted.

**ANNUITANT** -- The person upon whose life the Contract is issued.

**ANNUITY COMMENCEMENT DATE** -- The date on which annuity payments are to start. The date may be designated in the Contract or elected by the Owner.

**BENEFICIARY** -- The person entitled to receive benefits pursuant to the terms of the Contract in case of the death of the Annuitant or the Owner, or joint Owner, as applicable.

**CASH SURRENDER VALUE** -- The Cash Value less surrender charges and any applicable premium tax.

**CASH VALUE** -- The Account Value at the end of a Guarantee Period or the Market Adjusted Value before the end of a Guarantee Period.

**COMPANY (WE, US, OUR)** -- The Travelers Life and Annuity Company.

**CONTINGENT ANNUITANT** -- The person named prior to the Contract Date by the Owner who, upon the Annuitant's death (prior to the Annuity Commencement Date) becomes the Annuitant. All rights and benefits provided by the Contract then continue to be in effect. Applicable to non-tax qualified Contracts only.

**CONTRACT** -- For a group Contract, the certificate evidencing a participating interest in the group annuity Contract. Any reference in this Prospectus to Contract includes the underlying group annuity Contract. For an individual Contract, the individual annuity Contract.

**CONTRACT DATE** -- The effective date of participation under the group annuity Contract as designated in the certificate, or the date of issue of an individual annuity Contract.

**CONTRACT YEAR** -- A continuous twelve-month period commencing on the Contract Date and each anniversary thereof.

**GUARANTEE PERIOD** -- The period for which either an initial or subsequent Guaranteed Interest Rate is credited.

**GUARANTEED INTEREST RATE** -- The annual effective interest rate credited during the Guarantee Period.

**HOME OFFICE** -- The principal executive offices of The Travelers Life and Annuity Company located at One Tower Square, Hartford, Connecticut 06183 (Attention: Annuity Services).

**MARKET VALUE ADJUSTMENT** -- The Market Value Adjustment reflects the relationship, at the time of surrender, between the then-current Guaranteed Interest Rate for a Guarantee Period equal to the duration left in your Guarantee Period, and the Guaranteed Interest Rate that applies to your Contract.

**MATURITY VALUE** -- The accumulated value of a Purchase Payment at the Guaranteed Interest Rate at the end of the Guarantee Period selected, minus all surrenders, surrender charges and premium taxes previously deducted.

**OWNER (YOU, YOURS)** -- For an individual Contract, the person or entity to whom the individual Contract is issued. Joint Owners, who share in ownership rights and any benefits or payments, may be named in non-tax qualified Contracts. For a group Contract, the person or entity to whom the certificate under a group annuity Contract is issued.

**PURCHASE PAYMENT** -- The premium payment applied to the Contract less premium taxes if applicable.

## PROSPECTUS SUMMARY

The Travelers Life and Annuity Company ("Company"), an indirect wholly owned subsidiary of The Travelers Inc., is offering individual and group modified guaranteed annuity contracts to eligible individuals.

Upon application or purchase order, you select an initial Guarantee Period from among those available from the Company. Interest on the Purchase Payment is credited on a daily basis and this compounding effect is reflected in the Guaranteed Interest Rate. (See "Accumulation Period--Guarantee Periods," page 2 and "Establishment of Guaranteed Interest Rates," page 4.)

At the end of each Guarantee Period, a subsequent Guarantee Period of one year will begin unless, within the thirty-day period prior to the end of the Guarantee Period, you elect a different duration from among those offered by us at that time.

The Account Value as of the first day of each subsequent Guarantee Period will earn interest at the subsequent Guaranteed Interest Rate. THE COMPANY WILL MAKE THE FINAL DETERMINATION AS TO GUARANTEED INTEREST RATES TO BE DECLARED. WE CANNOT PREDICT NOR CAN WE GUARANTEE FUTURE GUARANTEED INTEREST RATES. (See "Accumulation Period--Guarantee Periods," page 2 and "Establishment of Guaranteed Interest Rates," page 4.)

Subject to certain restrictions, full and partial surrenders are permitted. However, such surrenders may be subject to a surrender charge and/or a Market Value Adjustment. A full or partial surrender made prior to the end of a Guarantee Period will be subject to a Market Value Adjustment. Except as described below, the surrender charge will be deducted from any surrender made before the end of the seventh Contract Year. The surrender charge will be equal to seven percent of the amount surrendered in the first Contract Year, and will be reduced by one percentage point for each of the next six Contract Years. A REQUEST FOR SURRENDER AT THE END OF A GUARANTEE PERIOD MUST BE RECEIVED IN WRITING WITHIN 30 DAYS PRECEDING THE END OF THE GUARANTEE PERIOD. A MARKET VALUE ADJUSTMENT WILL NOT BE APPLIED.

No surrender charge will apply for full or partial surrenders taken: (1) at the end of an initial Guarantee Period of at least three years, or (2) at the end of any other Guarantee Period provided the surrender occurs on or after the fifth Contract Year. We will waive surrender charges in certain instances. (See "Surrenders--Waiver of Surrender Charge," page 5.) For Section 403(b) or other qualified plan participants, surrenders may be subject to restrictions. (See "Federal Tax Considerations," page 10.)

In addition, we will send you any interest that has been credited during the prior Contract Year if you so request in writing. No surrender charge or Market Value Adjustment will be imposed on such interest payments; however, all applicable premium taxes will be deducted. Any such surrender may also be subject to federal and state taxes. (See "Surrenders," page 4 and "Federal Tax Considerations," page 10.)

The Market Value Adjustment reflects the relationship between the then current Guaranteed Interest Rate for the duration remaining in the Guarantee Period at the time of surrender and the Guaranteed Interest Rate that applies to your Contract. Generally, the primary factor affecting the amount of the Market Value Adjustment is the level of interest rates on investments to be made by the Company at the time that the current Guaranteed Interest Rates are established. The Market Value Adjustment is sensitive, therefore, to changes in interest rates. It is possible that the amount you receive upon surrender may be less than your original Purchase Payment if interest rates increase. It is also possible that if interest rates decrease, the amount you receive upon surrender may be more than your original Purchase Payment plus accrued interest.

We may defer payment of any surrender for a period not exceeding six months from the date of our receipt of your

written notice of surrender or the period permitted by state insurance law, if less, but such a deferral of payment will be for a period greater than thirty days only under highly unusual circumstances. Interest of at least 3 1/2% per annum will be paid on any amounts deferred for more than 30 days if the Company chooses to exercise this deferral right. (See "Payment Upon Full or Partial Surrender," page 7.)

On the Annuity Commencement Date specified by you, the Company will make either a lump-sum payment or start to pay a series of payments based on the Annuity Options you select. (See "Annuity Period," page 7.)

The Contract provides for a death benefit. If the Annuitant dies before the Annuity Commencement Date and there is no designated Contingent Annuitant surviving, or if the Owner dies before the Annuity Commencement Date with the Annuitant surviving, the death benefit will be payable to the Beneficiary. For Contracts that are not tax-qualified, the party receiving distributions upon the death of the Owner before the Annuity Commencement Date with the Annuitant surviving may be either the surviving joint Owner or the Beneficiary depending upon all the circumstances and terms of the Contract. The death benefit is calculated as of the date we receive written notification of due proof of death at the Company's Home Office. The death benefit will equal the Account Value. (See "Death Benefit," page 6.)

On any Contract subject to premium tax, the Company will deduct any applicable premium taxes from the Cash Value either upon death, surrender, annuitization, or at the time the Purchase Payment is made to the Contract. (See "Surrenders--Premium Taxes," page 6.)

Certain changes and elections must be made in writing to the Company. Where the term "in writing" is used, it means that written information must be sent to the Company's Home Office in a form and content satisfactory to the Company.

## THE INSURANCE COMPANY

The Travelers Life and Annuity Company (the "Company") is a wholly owned subsidiary of The Travelers Insurance Company, which is indirectly owned, through a wholly owned subsidiary, by The Travelers Inc. The Company is a stock insurance company chartered in 1973 in the State of Connecticut and has been continuously engaged in the insurance business since that time. The Company is licensed to conduct a life insurance business in a majority of the states of the United States, and intends to seek licensure in the remaining states, except New York. The principal executive offices of both the Company and Travelers Insurance are located at One Tower Square, Hartford, Connecticut 06183, telephone number (203) 277-0111.

## AVAILABLE INFORMATION

Travelers Insurance is subject to the informational requirements of the Securities Exchange Act of 1934 (the "1934 Act"), as amended, and in accordance therewith files reports and other information with the Securities and Exchange Commission (the "Commission"). Such reports and other information can be inspected and copied at the public reference facilities of the Commission at Room 1024, 450 Fifth Street, N.W., Washington, D.C. and at the Commission's Regional Offices located at Seven World Trade Center, New York, New York 10048, and Northwestern Atrium Center, 500 West Madison Street, Suite 1400, Chicago, Illinois 60661. Copies of such materials can also be obtained from the Public Reference Section of the Commission at 450 Fifth Street, N.W., Washington, D.C. 20549, at prescribed rates.

Under the Securities Act of 1933, the Company and Travelers Insurance have filed with the Commission a registration statement (the "Registration Statement") relating to the Contracts offered by this Prospectus and the related Limited Guarantee. This Prospectus has been filed as a part of the Registration Statement and does not contain all of the information set forth in the Registration Statement and the exhibits, and reference is hereby made to such Registration Statement and exhibits for further information relating to the Company, Travelers Insurance and the Contracts and related Limited Guarantee. The Registration Statement and the exhibits may be inspected and copied as described above. Neither the Company nor Travelers Insurance plans to furnish annual reports containing financial information to the owners of contracts or certificates described in this Prospectus.

## INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The Annual Report on Form 10-K for the year ended December 31, 1994 and the Current Report on Form 8-K dated January 3, 1995, heretofore filed by Travelers Insurance with the Commission under the 1934 Act, are incorporated by reference in this Prospectus and the 10-K must accompany this Prospectus.

If requested, the Company will furnish, without charge, to each person to whom a copy of this Prospectus is delivered, a copy of any of the documents referred to above which has been incorporated by reference in the Prospectus, other than exhibits to any such document (unless such exhibits are specifically incorporated by reference in such document). Any such requests should be directed to The Travelers Life and Annuity Company, One Tower Square, Hartford, Connecticut 06183-5030, Attention: Annuity Services. The telephone number is (203) 277-0111.

## DESCRIPTION OF THE CONTRACTS

### APPLICATION AND PURCHASE PAYMENT

To apply for a Contract, you must complete an application form or an order to purchase. The application must be submitted to the Company's Home Office for approval. Your Purchase Payment must accompany the application or order to purchase in order for the Contract to become effective.

The minimum Purchase Payment is \$5,000. The Company retains the right to limit the amount of the maximum Purchase Payment to \$1,000,000 without prior approval.

On the date we receive your Purchase Payment, it becomes part of our general assets and is credited to an account we establish for you. We then issue a Contract and confirm the Purchase Payment in writing. You may not contribute additional Purchase Payments to the Contract in the future. You may, however, purchase additional Contracts at the then-effective interest rates.

In the event that your application or order to purchase is not properly completed, we will attempt to contact your agent or broker by telephone. We will return an improperly completed application, along with the corresponding Purchase Payment, within ten days after we receive it, if the application or order to purchase has not been properly completed by that time.

### RIGHT TO CANCEL

State law may afford the right to cancel a Contract for a certain period of time after receipt of the Contract and may allow a refund of the Purchase Payment.

### ACCUMULATION PERIOD

#### GUARANTEE PERIODS

Upon application, you will select the duration of the Guarantee Period and corresponding Guaranteed Interest Rate from among those offered by us. Your Purchase Payment will earn interest at the Guaranteed Interest Rate during the entire Guarantee Period. All interest earned will be credited daily; this compounding effect is reflected in the Guaranteed Interest Rate.

The following example is an illustration of how interest will be credited to your Account Value during each Guarantee Period. For the purpose of this example we have made the assumptions indicated.

NOTE: THE FOLLOWING EXAMPLE ASSUMES NO SURRENDERS, DEDUCTIONS FOR PREMIUM TAXES, OR PRE-AUTHORIZED PAYMENT OF INTEREST DURING THE ENTIRE FIVE-YEAR PERIOD. A MARKET VALUE ADJUSTMENT OR SURRENDER CHARGE MAY APPLY TO ANY SUCH INTERIM SURRENDER (SEE "SURRENDERS," PAGE 4). THE HYPOTHETICAL GUARANTEED INTEREST RATES ARE ILLUSTRATIVE ONLY AND ARE NOT INTENDED TO PREDICT FUTURE GUARANTEED INTEREST RATES TO BE DECLARED UNDER THE CONTRACT. ACTUAL GUARANTEED INTEREST RATES DECLARED FOR ANY GIVEN TIME MAY BE MORE OR LESS THAN THOSE SHOWN.

EXAMPLE OF COMPOUNDING AT THE GUARANTEED INTEREST RATE

Beginning Account Value: \$50,000  
 Guarantee Period: 5 years  
 Guarantee Interest Rate: 5.50% per annum

	End of Contract Year				
	Year 1	Year 2	Year 3	Year 4	Year 5
Beginning Account Value	\$50,000.00				
X (1 + Guaranteed Interest Rate)	1.055				
	\$52,750.00				
Account Value at end of Contract Year 1	\$52,750.00				
X (1 + Guaranteed Interest Rate)	1.055				
	\$55,651.25				
Account Value at end of Contract Year 2		\$55,651.25			
X (1 + Guaranteed Interest Rate)		1.055			
		\$58,712.07			
Account Value at end of Contract Year 3			\$58,712.07		
X (1 + Guaranteed Interest Rate)			1.055		
			\$61,941.23		
Account Value at end of Contract Year 4				\$61,941.23	
X (1 + Guaranteed Interest Rate)				1.055	
				\$65,348.00	
Account Value at end of Guarantee Period (i.e. Maturity Value)					\$65,348.00
Total Interest Credited in Guarantee Period --		\$65,348.00 - 50,000.00 =	\$15,348.00		
Account Value at end of Guarantee Period --		\$50,000.00 + 15,348.00 =	\$65,348.00		

At the end of any Guarantee Period, a subsequent Guarantee Period will begin. The Account Value at the beginning of any subsequent Guarantee Period will equal the Account Value at the end of the Guarantee Period just ending. This Account Value will earn interest at the subsequent Guaranteed Interest Rate. We will notify you in writing about selecting a subsequent Guarantee Period before maturity. This written notification will not specify the then current Guaranteed Interest Rates. You may elect, during the 30-day period before the end of the then-current Guarantee Period, a Guarantee Period of a duration available at that time. The election may be made by notifying us in writing or by telephone.

If no election is made, we will automatically transfer the Account Value into a one-year Guarantee Period. At any time during that year, you may elect to transfer from your current automatic one-year Guarantee Period into another Guarantee Period of a different duration. No Market Value Adjustment, transfer or surrender charge will be applied. Surrender charges will continue to be based on time elapsed from the original Contract Date.

In no event may subsequent Guarantee Periods extend beyond the Annuity Commencement Date then in effect. For example, if you are age 72 upon the expiration of a Guarantee Period and you have chosen age 75 as an Annuity Commencement Date, we will provide a three-year Guarantee Period to equal the

number of years remaining before your Annuity Commencement Date. Your Account Value will then earn interest at a Guaranteed Interest Rate that we have declared for that duration.

We will notify you of any subsequent Guaranteed Interest Rate applicable to your Contract. You may also contact us to inquire about subsequent Guaranteed Interest Rates.

## ESTABLISHMENT OF GUARANTEED INTEREST RATES

You will know the Guaranteed Interest Rate for the Guarantee Period you choose at the time you purchase your Contract, and we will send you a confirmation that will show the amount of your Purchase Payment and the applicable Guaranteed Interest Rate. After the end of each calendar year, we will send you a statement that will show (a) your Account Value as of the end of the preceding year, (b) all transactions regarding your Contract during the year, (c) your Account Value at the end of the current year, and (d) the Guaranteed Interest Rate being credited to your Contract.

The Company has no specific formula for determining Guaranteed Interest Rates in the future. The Guaranteed Interest Rates will be declared from time to time as market conditions dictate. (See "Investments by the Company," page 9.) In addition, the Company may also consider various other factors in determining Guaranteed Interest Rates for a given period, including regulatory and tax requirements, sales commissions, administrative expenses, general economic trends and competitive factors.

THE COMPANY WILL MAKE THE FINAL DETERMINATION AS TO GUARANTEED INTEREST RATES TO BE DECLARED. WE CANNOT PREDICT NOR CAN WE GUARANTEE FUTURE GUARANTEED INTEREST RATES.

## SURRENDERS

### GENERAL

The Company will permit full and partial surrenders of the Contract at any time, subject to surrender charges described below. In the case of all surrenders, the Cash Value and Maturity Value will be reduced.

Upon request, the Company will inform you of the amount payable upon a full or partial surrender. Any full, partial or special surrender may be subject to tax. (See "Federal Tax Considerations," page 10.)

For Participants in Section 403(b) tax-deferred annuity plans, a cash surrender may not be made from certain amounts prior to the earliest of age 59 1/2, separation from service, death, disability or hardship. (See "Federal Tax Considerations--Section 403(b) Plans and Arrangements," page 10.)

### SURRENDER CHARGE

There are no sales charges deducted from a Purchase Payment when it is received. However, a surrender charge may be assessed on surrenders made before the end of the seventh Contract Year. The surrender charge is computed as a percentage of the Cash Value (or portion thereof) being surrendered. The chart below indicates the percentage charge applied during the specified Contract Year:

Contract Year in which Surrender is made	Charges as a Percentage of Cash Value
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	1%
Thereafter	0%

No surrender charge will be made for surrender dates after Contract Year 7 or certain surrenders effective at the end of a Guarantee Period. (See "Special Surrenders," below.)

## MARKET VALUE ADJUSTMENT

The amount payable on a full or partial surrender made prior to the end of any Guarantee Period may be adjusted up or down by the application of the Market Value Adjustment.

The Market Value Adjustment reflects, at the time of surrender, the relationship between the then-current Guaranteed Interest Rate for a Guarantee Period equal to the duration left in your Guarantee Period, and the Guaranteed Interest Rate that applies to your Contract.

Generally, if your Guaranteed Interest Rate is lower than the applicable current Guaranteed Interest Rate, then the application of the Market Value Adjustment will result in a lower payment upon surrender. Conversely, if your Guaranteed Interest Rate is higher than the applicable current Guaranteed Interest Rate, the application of the Market Value Adjustment will result in a higher payment upon surrender.

For example, assume you purchase a Contract and select an initial Guarantee Period of ten years which has a Guaranteed Interest Rate of 8% per annum. Assume at the end of seven years you make a partial surrender. If the current three-year Guaranteed Interest Rate is then 6%, the amount payable upon partial surrender will increase after the application of the Market Value Adjustment. On the other hand, if the current three-year Guaranteed Interest Rate is higher than your 8% Guaranteed Interest Rate, for example, 10%, the application of the Market Value Adjustment will decrease the amount payable to you upon this partial surrender.

Generally, the primary factor affecting the amount of the Market Value Adjustment is the level of interest rates on investments made by the Company at the time that the current Guaranteed Interest Rates are established. The Market Adjusted Value is sensitive, therefore, to changes in current interest rates. It is possible that the amount you receive upon surrender would be less than the original Purchase Payment if interest rates increase. It is also possible that if interest rates decrease, the amount you receive upon surrender may be more than the original Purchase Payment plus accrued interest.

The formula for calculating the Market Value Adjustment is set forth in Appendix B to this Prospectus, which also contains an additional illustration of the application of the Market Value Adjustment.

## SPECIAL SURRENDERS

No surrender charge or Market Value Adjustment will apply for full or partial surrenders taken: 1) at the end of an Initial Guarantee Period of at least three years in duration; or 2) at the end of any other Guarantee Period provided the surrender occurs on or after the fifth Contract Year. However, Guarantee Periods initiated through the Guaranteed Period Exchange Option will be subject to the surrender charges based on the original Contract Date. (See "Guarantee Period Exchange Option," page 6.)

No surrender charges will be assessed upon the application of your Account Value to elect an annuity option on the Annuity Commencement Date (except if the Fifth Option is elected within the First Contract Year). A Market Value Adjustment will be applied if the Annuity Commencement Date is not at the end of a Guarantee Period. To elect an annuity option, you must notify us at least thirty days before your Annuity Commencement Date.

In addition, we will send you any interest that has been credited during the prior Contract Year if you so request in writing. No surrender charge or Market Value Adjustment will be imposed on such interest payments. Any such surrender may, however, be subject to federal or state taxes.

## WAIVER OF SURRENDER CHARGE

The surrender charge may be waived if:

(a) distributions are applied to any one of the annuity options (except if the Fifth Option is elected within the first Contract Year);

(b) you become disabled (as defined by the Internal Revenue Code ("Code") Section 72(m)(7)) subsequent to purchase of the Contract;

(c) the Owner or Annuitant dies and payment of a death benefit is made to the Beneficiary;

(d) as a participant under a tax-deferred annuity plan (Section 403(b) plan), you retire after age 55 and the Contract has been in force for at least five years, provided that the payment is made directly to the Owner;

(e) as Owner of an IRA, you reach age 70 1/2, and the Contract has been in force for at least five years;

(f) as a participant under a qualified pension or profit sharing plan, including a 401(k) plan, you retire at or after age 59 1/2 and the Contract has been in force for at least five years, or if refunds are made under any such plan to satisfy the anti-discrimination test; or

(g) as a participant under a Section 457 deferred compensation plan, you retire and the Contract has been in force for at least five years, or if a financial hardship or disability withdrawal as defined by the Code has been allowed by the plan administrator.

#### REDUCTION OR ELIMINATION OF SURRENDER CHARGES

The amount of the surrender charge and duration that may be assessed on a Contract may be reduced or eliminated when sales of Contracts are made to persons in certain employee or professional purchase arrangements in such a manner that results in savings or reductions of sales and distribution expenses. Any such reduction in the surrender charge will be based on the size and type of groups to which sales are made (the sales and distribution expenses for a larger group are generally less than for a smaller group), and any prior or existing relationship with the Company.

There may be other circumstances, of which the Company is not presently aware, which could result in reduced sales and distribution expenses. In no event will reductions or elimination of the surrender charge and its duration be permitted where such reductions or elimination would be unfairly discriminatory to any person.

#### GUARANTEE PERIOD EXCHANGE OPTION

Once each Contract Year after the first year, you may elect to transfer from your current Guarantee Period into a new Guarantee Period of a different duration and at the then-current Guaranteed Interest Rate. A Market Value Adjustment will be applied to your current Account Value at the time of transfer. There will be no surrender charge for this exchange. However, surrender charges will continue to be based on time elapsed from the original Contract Date. We reserve the right to charge a fee of up to \$50 for such transfers, but do not impose a transfer charge as of the date of this Prospectus.

#### PREMIUM TAXES

Certain state and local governments impose premium taxes. These taxes currently range from 0.5% to 5.0%, depending upon jurisdiction. The Company, in compliance with any applicable state law, will determine the method used to recover premium tax expenses incurred. The Company will deduct any applicable premium taxes from the Cash Value either upon death, surrender, annuitization, or at the time the Purchase Payment is made to the Contract, but no earlier than when the Company has a tax liability under state law.

#### DEATH BENEFIT

A death benefit is payable to the Beneficiary upon the death of the Annuitant prior to the Annuity Commencement Date with no contingent Annuitant surviving. The death benefit will equal the Account Value, and will be calculated as of the date we receive written notification of due proof of death at the Company's

Home Office. A Beneficiary may request that a death benefit payable under the Contract be applied to one of the annuity options available under the Contract, subject to the contract provisions.

In addition, for non-tax qualified contracts, if the Owner dies (including the first of joint owners) before the Annuity Commencement Date with the Annuitant surviving, and if a distribution is made as a result of such death, as required by the Code's minimum distribution rules, the value of the death benefit will be credited to the individual(s) taking distributions upon death of the Owner. The individual(s) will generally be the surviving joint owner or the Beneficiary in accordance with all the circumstances and the terms of the Contract. The individual(s) may differ from the Beneficiary who was named by the Owner in a written request and who would receive any remaining contractual benefits upon the death of the Annuitant. The individual(s) may be paid in a single lump sum, or by other options, but should take distributions as required by the Code's minimum distribution rules. If the Owner's spouse is the surviving joint owner or Beneficiary, the spouse may elect to continue the Contract as owner in lieu of taking a distribution under the Contract.

#### PAYMENT UPON FULL OR PARTIAL SURRENDER

We may defer payment of any surrender for a period not exceeding six months from the date we receive your notice of surrender or the period permitted by state insurance law, if less. Only under highly unusual circumstances will we defer a surrender payment more than thirty days, and if we defer payment for more than thirty days, we will pay interest of at least 3.5% per annum on the amount deferred. While all circumstances under which we could defer payment upon surrender may not be foreseeable at this time, such circumstances could include, for example, our inability to liquidate assets due to a general financial crisis.

#### ANNUITY PERIOD

##### ELECTION OF ANNUITY COMMENCEMENT DATE AND FORM OF ANNUITY

When you apply for or complete a purchase order for a Contract, you may select an Annuity Commencement Date. If no date is elected, for nonqualified Contracts, the automatic default age is 95. For qualified Contracts, the automatic default age is 70 1/2. Within thirty days prior to your Annuity Commencement Date, you may elect to have all or a portion of your Cash Value paid in a lump sum on your Annuity Commencement Date. Alternatively, you may elect, at least thirty days prior to the Annuity Commencement Date, to have your Cash Value or a portion thereof (less applicable premium taxes, if any) distributed under any of the Annuity Options described below. In the absence of such an election, for nonqualified Contracts, the Cash Value will be applied on the Annuity Commencement Date under the Second Option to provide a life annuity with 120 monthly payments certain. For qualified Contracts, the Cash Value will be applied to the Fourth Option, to provide a Joint and Last Survivor Life Annuity. This Contract may not be surrendered after the commencement of annuity payments, except with respect to the Sixth Option.

##### CHANGE OF ANNUITY COMMENCEMENT DATE OR ANNUITY OPTION

You may change the Annuity Commencement Date at any time as long as such change is made in writing and is received by us at least thirty days prior to the scheduled Annuity Commencement Date. Once an Annuity Option has begun, it may not be changed.

## ANNUITY OPTIONS

Any one of the following Annuity Options may be elected. Annuity payments may be available on a monthly, quarterly, semiannual or annual basis. The minimum amount that may be applied to Annuity Options is \$2,000 unless we consent to a smaller amount.

**FIRST OPTION - LIFE ANNUITY:** An annuity payable during the lifetime of the Annuitant, ceasing with the last payment prior to the Annuitant's death. Upon the death of the Annuitant, no additional annuity payments will be made.

**SECOND OPTION - LIFE ANNUITY WITH 120, 180 OR 240 MONTHLY PAYMENTS CERTAIN:** An annuity providing income to the Annuitant for a guaranteed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant lives.

**THIRD OPTION - CASH REFUND LIFE ANNUITY:** An annuity payable during the lifetime of the Annuitant. Upon the death of the Annuitant, the Beneficiary will receive a payment equal to the Cash Value applied to this option on the Annuity Commencement Date minus the dollar amount of annuity payments already paid.

**FOURTH OPTION - JOINT AND LAST SURVIVOR LIFE ANNUITY:** An annuity payable during the lifetimes of the Annuitant and a designated second person, ceasing with the last payment prior to the death of the survivor. Upon the death of the last survivor, no additional annuity payments will be made.

**FIFTH OPTION - PAYMENTS FOR A DESIGNATED PERIOD:** An amount payable for the guaranteed number of years selected which may be from five to thirty years.

**SIXTH OPTION - ANNUITY PROCEEDS SETTLEMENT OPTION:** Proceeds from the Death Benefit may be left with the Company for a period not to exceed five years from the date of the Owner's or Annuitant's death prior to the Annuity Commencement Date. The proceeds will remain in the same Guarantee Period and continue to earn the same Guaranteed Interest Rate as at the time of death. If the Guarantee Period ends before the end of the five-year period, the Beneficiary may elect a new Guarantee Period with a duration closest to but not to exceed the time remaining in the period of five years from the date of the Owner's or Annuitant's death. Full or partial surrenders may be made at any time. In the event of surrenders, the remaining Cash Value will equal the proceeds left with the Company, minus any surrenders and applicable premium tax, plus any interest earned. A Market Value Adjustment will be applied to all surrenders except those occurring at the end of a Guarantee Period.

The Tables in the Contract reflect guaranteed dollar amounts of monthly payments for each \$1,000 applied under the first five Annuity Options listed above. Under the First, Second or Third Options, the amount of each payment will depend upon the age (and, for nonqualified Contracts, sex) of the Annuitant at the time the first payment is due. Under the Fourth Option, the amount of each payment will depend upon the payees' ages at the time the first payment is due (and, for nonqualified Contracts, the sex of both payees).

The Tables for the First, Second, Third and Fourth Options are based on the 1983 Individual Annuitant Mortality Table A with ages set back one year and a net investment rate of 3% per annum. The table for the Fifth Option is based on a net investment rate of 3% per annum. If mortality appears more favorable and interest rates so justify, at our discretion, we may apply other tables which will result in higher payments for each \$1,000 applied under one or more of the first five Annuity Options.

## ANNUITY PAYMENT

The first payment under any Annuity Option will be made on the Annuity Commencement Date. Subsequent payments will be made in accordance with the manner of payment selected based on the first payment date.

The option elected must result in a payment at least equal

to the minimum payment amount according to Company rules then in effect. If at any time payments are less than the minimum payment amount, the Company has the right to change the frequency to an interval resulting in a payment at least equal to the

minimum. If any amount due is less than the minimum per year, the Company may make other arrangements that are equitable to the Annuitant.

Once annuity payments have commenced, no surrender of the annuity benefit (including benefits under the Fifth Option) can be made for the purpose of receiving a lump-sum settlement.

#### DEATH OF ANNUITANT AFTER ANNUITY COMMENCEMENT DATE

In the event of the Annuitant's death after the Annuity Commencement Date, the amount of any remaining guaranteed payments will be paid in one lump sum to the Beneficiary unless other provisions have been made. The amount paid will be the present value of the payments as of the date we receive the notice of death. Calculations of such present value will be based on the interest rate that we use to determine the amount of each payment.

#### INVESTMENTS BY THE COMPANY

Assets of the Company must be invested in accordance with the requirements established by applicable state laws regarding the nature and quality of investments that may be made by life insurance companies and the percentage of their assets that may be committed to any particular type of investment. In general, these laws permit investments, within specified limits and subject to certain qualifications, in federal, state and municipal obligations, corporate bonds, preferred and common stocks, real estate mortgages, real estate and certain other investments. All claims by purchasers of the Contracts, and other general account products, will be funded by the Company's general account. All proceeds of the Contracts will be used for general corporate purposes.

In establishing Guaranteed Interest Rates, the Company will consider the yields on fixed income securities that are part of the Company's current investment strategy for the Contracts at the time that the Guaranteed Interest Rates are established. (See "Establishment of Guaranteed Interest Rates," page 4.) The current investment strategy for the Contracts is to invest in fixed income securities, including public bonds, privately placed bonds, and mortgages, some of which may be zero coupon securities. While the foregoing generally describes our investment strategy, we are not obligated to follow any particular strategy except as may be required by federal and state laws.

#### AMENDMENT OF THE CONTRACT

We reserve the right to amend the Contracts to comply with applicable federal or state laws or regulations. We will notify you in writing of any such amendments.

#### ASSIGNMENT OF THE CONTRACT

Your rights as evidenced by a Contract may be assigned as permitted by applicable law. An assignment will not be binding upon us until we receive notice from you in writing. We assume no responsibility for the validity or effect of any assignment. You should consult your tax adviser regarding the tax consequences of an assignment.

## DISTRIBUTION OF THE CONTRACTS

Travelers Equities Sales, Inc. ("TESI") is the principal underwriter of the Contracts. TESI is registered with the Securities and Exchange Commission under the Securities Exchange Act of 1934 as a broker-dealer, and is a member of the National Association of Securities Dealers, Inc. TESI is an indirect wholly owned subsidiary of The Travelers Inc.

TESI may enter into distribution agreements with certain broker-dealers registered under the Securities Exchange Act of 1934. Under the distribution agreements such broker-dealers may offer Contracts to persons who have established an account with the broker-dealer. In addition, the Company may offer certificates to members of certain other eligible groups. The Company will pay a maximum commission of 5% of the Purchase Payment for the sale of a Contract. From time to time, the Company may offer customers of certain broker-dealers special Guaranteed Interest Rates and negotiated commissions. The Company may pay a commission on an Owner's election of a subsequent guarantee period.

In addition, the Company may offer Contracts to members of certain other eligible groups through trusts or otherwise.

## FEDERAL TAX CONSIDERATIONS

### GENERAL

The Company is taxed as a life insurance company under Subchapter L of the Code. Generally, amounts credited to a contract are not taxable until received by the Contract Owner, participant or beneficiary, either in the form of annuity payments or other distributions. Tax consequences and limits are described further below for each annuity program.

### SECTION 403(B) PLANS AND ARRANGEMENTS

Purchase Payment for a tax deferred annuity contract may be made by an employer for employees under annuity plans adopted by public educational organizations and certain organizations which are tax exempt under Section 501(c)(3) of the Code. Within statutory limits, such payments are not currently includable in the gross income of the participants. Increases in the value of the contract attributable to these Purchase Payments are similarly not subject to current taxation. The income in the contract is taxable as ordinary income whenever distributed.

An additional tax of 10% will apply to any taxable distribution received by the participant before the age of 59 1/2, except when due to death, disability, or as part of a series of payments for life or life expectancy, or made after the age of 55 with separation from service. There are other statutory exceptions.

Amounts attributable to salary reductions and income thereon may not be withdrawn prior to attaining the age of 59 1/2, separation from service, death, total and permanent disability, or in the case of hardship as defined by federal tax law and regulations. Hardship withdrawals are available only to the extent of the salary reduction contributions and not from the income attributable to such contributions. These restrictions do not apply to assets held generally as of December 31, 1988.

Distributions must begin by April 1st of the calendar year following the calendar year in which the participant attains the age of 70 1/2. Certain other mandatory distribution rules apply at the death of the participant. Certain rollover distributions, including most partial or full redemptions or "term-for-years" distributions of less than 10 years, are eligible for direct rollover to another 403(b) contract or to an Individual Retirement Arrangement (IRA) without federal income tax withholding.

### QUALIFIED PENSION AND PROFIT-SHARING PLANS

Under a qualified pension or profit-sharing trust described in Section 401(a) of the Code and exempt from tax under

Section 501(a) of the Code, a Purchase Payment made by an employer is not currently taxable to the participant and increases in the value of a contract are not subject to taxation until received by a participant or beneficiary.

Distributions in the form of annuity payments are taxable to the participant or beneficiary as ordinary income in the year of receipt. Any distribution that is considered the participant's "investment in the contract" is treated as a return of capital and is not taxable. Certain lump-sum distributions described in Section 402 of the Code may be eligible for special ten-year forward averaging treatment for individuals born before January 1, 1936. All individuals may be eligible for favorable five-year forward averaging of lump-sum distributions after age 59 1/2. Certain eligible rollover distributions including most partial and full surrenders or term-for-years distributions of less than 10 years are eligible for direct rollover to an eligible retirement plan or to an IRA without federal income tax withholding.

An additional tax of 10% will apply to any taxable distribution received by the participant before the age of 59 1/2, except by reason of death, disability or as part of a series of payments for life or life expectancy, or at early retirement at or after the age of 55. There are other statutory exceptions.

#### INDIVIDUAL RETIREMENT ANNUITIES

To the extent of earned income for the year and not exceeding \$2,000 per individual, an individual may make deductible contributions to an individual retirement annuity (IRA). (Note: The minimum Purchase Payment allowed for this Contract is \$5,000.) There are certain limits on the deductible amount based on the adjusted gross income of the individual and spouse based on their participation in a retirement plan. If an individual is married and the spouse is not employed, the individual may establish IRAs for the individual and spouse. Purchase Payments may then be made annual into IRAs for both spouses in the maximum amount of 100% of earned income up to a combined limit of \$2,250.

Partial or full distributions made prior to the age of 59 1/2 are treated as ordinary income. Amounts contributed after 1986 on a non-deductible basis are not includable in income when distributed. Distributions must commence by April 1st of the calendar year after the close of the calendar year in which the individual attains the age of 70 1/2. The individual must maintain personal and tax return records of any non-deductible contributions and distributions.

Section 407(k) of the Code provides for the purchase of a Simplified Employee Pension (SEP) plan. A SEP is funded through an IRA with an annual employer contribution limit of 15% of compensation up to \$30,000 for each participant.

#### SECTION 457 PLANS

Section 457 of the Code allows employees and independent contractors of state and local governments and tax-exempt organizations to defer a portion of their salaries or compensation to retirement years without paying current income tax on either the deferrals or the earnings on the deferrals.

The Owner of contracts issued under Section 457 plans is the employer or a contractor of the participant and amounts may not be made available to participants (or beneficiaries) until separation from service, retirement or death or an unforeseeable emergency as determined by Treasury Regulations. The proceeds of annuity contracts purchased by Section 457 plans are subject to the claims of general creditors of the employer or contractor.

Distributions must begin generally by April 1st of the calendar year following the calendar year in which the participant attains the age of 70 1/2. Certain other mandatory distribution rules apply upon the death of the participant.

All distributions from plans that meet the requirements of Section 457 of the Code are taxable as ordinary income in the year paid or made available to the participant or beneficiary.

#### NONQUALIFIED ANNUITIES

Individuals may purchase tax-deferred annuities without tax law funding limits. The Purchase Payments receive no tax benefit, deduction or deferral, but increases in the value of the Contract are generally deferred from tax until distribution. If a non-qualified annuity is owned by other than an individual, however, (e.g., by a corporation), the increases in value attributable to Purchase Payments made after February 28, 1986 are includable in income annually. Furthermore, for Contracts issued after April 22, 1987, all deferred increases in value will be includable in income annually. Furthermore, for Contracts issued after April 22, 1987, all deferred increases in value will be includable in the income of an Owner when that Owner transfers the Contract without adequate considerations.

The federal tax law requires non-qualified annuity contracts issued on or after January 19, 1985 to meet minimum mandatory distribution requirements upon the death of the Contract Owner. Failure to meet these requirements will cause the succeeding Contract Owner or beneficiary to lose the tax benefits associated with annuity contracts, i.e., primarily the tax deferral prior to distribution. The distribution required depends upon whether an Annuity Option is elected or whether the succeeding Owner is the surviving spouse. Contracts will be administered by The Company in accordance with these rules.

If two or more non-qualified annuity contracts are purchased from the same insurer within the same calendar year, distributions from any of them will be taxed based upon the amount of income in all of the same calendar year series of annuities. This will generally have the effect of causing taxes to be paid sooner on the deferred gain in the contracts.

Those receiving partial distributions made before annuitization of a contract will generally be taxed on an income-first basis to the extent of income in the contract. Certain pre-August 14, 1982 deposits into a non-qualified annuity contract that have been placed in the contract by means of a tax-deferred exchange under Section 1035 of the Code may be withdrawn first without income tax liability. This information on deposits must be provided to the Company by the other insurance company at the time of the exchange. There is income in the contract generally to the extent the Cash Value exceeds the investment in the contract. The investment in the contract is equal to the amount of premiums paid less any amount received previously which was excludable from gross income. Any direct or indirect borrowing against the value of the contract or pledging of the contract as security for a loan will be treated as a cash withdrawal under the tax law.

With certain exceptions, the law will impose an additional tax if a Contract Owner makes a withdrawal of any amount under the contract which is allocable to an investment made after August 13, 1982. The amount of the additional tax will be 10% of the amount includable in income by the Contract Owner because of the withdrawal. The additional tax will not be imposed if the amount is received on or after the Contract Owner reaches the age of 59 1/2, or if the amount is one of a series of substantially equal periodic payments made for life or life expectancy of the taxpayer. The additional tax will not be imposed if the withdrawal or partial surrender follows the death or disability of the Contract Owner.

#### FEDERAL INCOME TAX WITHHOLDING

The portion of a distribution which is taxable income to the recipient will be subject to federal income tax withholding, generally pursuant to Section 3405 of the Code. The application of this provision is summarized below.

1. ELIGIBLE ROLLOVER DISTRIBUTION FROM SECTION 403(B) PLANS OR ARRANGEMENTS OR FROM QUALIFIED PENSION AND PROFIT-SHARING PLANS

There is an unwaivable 20% tax withholding for plan distributions that are eligible for rollover to an IRA or to another retirement plan but that are not directly rolled over. A distribution made directly to a participant or beneficiary may avoid this result if:

- (a) a periodic settlement distribution is elected based upon a life or life expectancy calculation, or
- (b) a complete term-for-years settlement distribution is elected for a period of ten years or more, payable at least annually, or
- (c) a minimum required distribution as defined under the tax law is taken after the attainment of the age of 70 1/2 or as otherwise required by law.

A distribution including a rollover that is not a direct rollover will require the 20% withholding, and a 10% additional tax penalty may apply to any amount not added back in the rollover. The 20% withholding may be recovered when the participant or beneficiary files a personal income tax return for the year if a rollover was completed within 60 days of receipt of the funds, except to the extent that the participant or spousal beneficiary is otherwise underwithheld or short on estimated taxes for that year.

2. OTHER NON-PERIODIC DISTRIBUTIONS (FULL OR PARTIAL REDEMPTIONS)

To the extent not described as requiring 20% withholding in 1 above, the portion of a non-periodic distribution which constitutes taxable income will be subject to federal income tax withholding, to the extent such aggregate distributions exceed \$200 for the year, unless the recipient elects not to have taxes withheld. If an election out is not provided, 10% of the taxable distribution will be withheld as federal income tax. Election forms will be provided at the time distributions are requested. This form of withholding applies to all annuity programs.

3. PERIODIC DISTRIBUTIONS (DISTRIBUTIONS PAYABLE OVER A PERIOD GREATER THAN ONE YEAR)

The portion of a periodic distribution which constitutes taxable income will be subject to federal income tax withholding under the wage withholding tables as if the recipient were married claiming three exemptions. A recipient may elect not to have income taxes withheld or have income taxes withheld at a different rate by providing a completed election form. Election forms will be provided at the time distributions are requested. This form of withholding applies to all annuity programs. As of January 1, 1994, a recipient receiving periodic payments (e.g., monthly or annual payments under an Annuity Option) which total \$13,700 or less per year, will generally be exempt from the withholding requirements.

Recipients who elect not to have withholding made are liable for payment of federal income tax on the taxable portion of the distribution. All recipients may also be subject to penalties under the estimated tax payment rules if withholding and estimated tax payments are not sufficient.

Recipients who do not provide a social security number or other taxpayer identification number will not be permitted to elect out of withholding. Additionally, United States citizens residing outside of the country, or U.S. legal residents temporarily residing outside the country, are not permitted to elect out of withholding.

TAX ADVICE

Because of the complexity of the law and the fact that the tax results will vary according to the factual status of the individual involved, tax advice may be needed by a person contemplating purchase of an annuity contract and by an Owner, participant or beneficiary who may make elections under a contract. It should be understood that the foregoing description of the federal income tax consequences under these contracts is not exhaustive and that special rules are provided with respect to situations not discussed here. It should be

understood that if a tax-benefited plan loses its exempt status, employees could lose some of the tax benefits described. For further information, a qualified tax adviser should be consulted.

#### LEGAL OPINION

Legal matters in connection with federal laws and regulations affecting the issue and sale of the Contracts described in this Prospectus and the organization of the Company, its authority to issue such Contracts under Connecticut law, the Limited Guarantee and the validity of the forms of the Contracts under Connecticut law have been passed on by the General Counsel of the Life and Annuities Division of the Company.

#### INDEPENDENT ACCOUNTANTS

The consolidated statements of operations and retained earnings and cash flows for the year ended December 31, 1994 and the consolidated balance sheets of the Company as of December 31, 1994 and 1993, included in The Travelers Insurance Company's Form 10-K for the year ended December 31, 1994, have been incorporated by reference herein in reliance upon the report (also incorporated by reference herein) of KPMG Peat Marwick LLP, independent certified public accountants, and upon the authority of said firm as experts in accounting and auditing. The consolidated statements of operations and retained earnings and cash flows of The Travelers Insurance Company for the years ending December 31, 1993 and 1992, have been incorporated by reference herein in reliance upon the report (also incorporated by reference herein) of Coopers & Lybrand L.L.P., independent accountants, and upon the authority of said firm as experts in accounting and auditing.

#### THE TRAVELERS LIFE AND ANNUITY COMPANY

##### BUSINESS

The Travelers Life and Annuity Company (the "Company") is a wholly owned subsidiary of The Travelers Insurance Company, which is indirectly owned, through a wholly owned subsidiary, by The Travelers Inc. The Company is a stock insurance company chartered in 1973 in the state of Connecticut and has been continuously engaged in the insurance business since that time. The Company offers individual life insurance, annuities and accident and health insurance to individuals and small businesses. It also provides group pension deposit products, including guaranteed investment contracts, and annuities to employer-sponsored retirement and savings plans.

The Company is licensed to conduct a life insurance business in a majority of the states of the United States and intends to seek licensure in the remaining states, except New York. The Company's Home Office is located at One Tower Square, Hartford, Connecticut 06183.

##### SELECTED FINANCIAL DATA

The following selected financial data for the Company should be read in conjunction with the financial statements and notes thereto included in this Prospectus on page \_\_\_\_\_. (To be filed by amendment)

Management Discussion and Analysis of Financial Condition  
1994 Compared to 1993  
(To be filed by amendment)

#### LIMITED GUARANTEE

Travelers Insurance has agreed to guarantee the Contracts described in this Prospectus as to principal and interest only.

The Limited Guarantee has been filed as an exhibit to the Registration Statement, of which this Prospectus forms a part.

Travelers Insurance has agreed to pay in full to any owner of a Contract the principal and interest under the Contract, as and when due to the extent that the Company has not made such payment.

This Limited Guarantee will remain in effect for only so long as the Contracts described in this Prospectus remain in effect.

## APPENDIX A

### MODIFIED GUARANTEED ANNUITY FOR QUALIFIED PLANS

The Travelers Target Maturity Annuity for Qualified Plans is a group deferred annuity Contract under which a Purchase Payment may be made. Plans eligible to purchase the Contract are pension and profit sharing plans qualified under Section 401(a) of the Internal Revenue Code, and eligible state deferred compensation plans under Section 457 of the Code ("Qualified Plans").

To apply for a Group Annuity Contract, the trustee or other applicant need only complete an application or purchase order for the Group Annuity Contract and make a Purchase Payment. A Group Annuity Contract will then be issued to the applicant. While no Certificates are issued, each Purchase Payment and the Account established thereby, are confirmed to the Contract Owner. The Purchase Payment operates to establish an Account under the Group Annuity Contract in the same manner as non-qualified purchases. Each Account will have its own optional Guarantee Period and Guaranteed Interest Rate. Surrenders under the Group Annuity Contract may be made at the election of the Contract Owner, from the Account established under the Contract. Account surrenders are subject to the same limitations, adjustments and charges as surrenders made under a certificate (see "Surrenders," page 4). Surrender Values may be taken in cash or applied to purchase annuities for the Contract Owners' Qualified Plan participants.

Because there are no individual participant accounts, the qualified Group Annuity Contract issued in connection with a Qualified Plan does not provide for death benefits. Annuities purchased for Qualified Plan participants may provide for a payment upon the death of the Annuitant depending on the option chosen (see "Annuity Options," page 8). Additionally, since there are no Annuitants prior to the actual purchase of an Annuity by the Contract Owner, the provisions regarding the Annuity Commencement Date are not applicable.

APPENDIX B

MARKET VALUE ADJUSTMENT

The amount payable on a partial or full surrender may be adjusted up or down by the application of the Market Value Adjustment. The formula which will be used to determine the Market Adjusted Value is:

$$\text{Market Adjusted Value} = (\text{Maturity Value}) \times [1/1+iC]^{t/365}$$

where "iC" is the current Guaranteed Interest Rate for a Guarantee Period of "t" days and "t" is the number of days remaining in the Guarantee Period.

The current Guaranteed Interest Rate is declared periodically by the Company and is the rate (straight line interpolation between whole years) which the Company is then paying on premiums paid under this class of Contracts with the same maturity date as the Purchase Payment to which the formula is being applied.

ILLUSTRATION OF A MARKET VALUE ADJUSTMENT

PURCHASE PAYMENT: \$50,000.00

GUARANTEE PERIOD: 5 YEARS

GUARANTEED INTEREST RATE: 5% EFFECTIVE ANNUAL RATE

The following examples illustrate how the Market Value Adjustment may affect the values of your Contract. In these examples, the surrender occurs one year after a Purchase Payment of \$50,000 was made to the Contract. The Maturity Value of this Purchase Payment would be \$63,814.08 at the end of the five-year Guarantee Period. However, after one year, when the surrenders occur in these examples, the Account Value (i.e., the Purchase Payment plus accumulated interest) would be \$52,500.00.

The Market Value Adjustment will be based on the rate the Company is crediting at the time of surrender on new Purchase Payments of the same term-to-maturity as the time remaining in your Guarantee Period. One year after the Purchase Payment was made, you would have four years remaining in the five-year Guarantee Period.

EXAMPLE OF A NEGATIVE MARKET VALUE ADJUSTMENT

A negative Market Value Adjustment results from a surrender that occurs when interest rates have increased since the date the Purchase Payment was made. Assume interest rates have increased one year after the Purchase Payment and the Company is crediting 7% for a four-year Guarantee Period.

If you surrender the full Account Value, the Market Adjusted Value would be:

$$\$ 48,683.46 = \$63,814.08 \times [1/1 + .07]^{-4}$$

The Market Value Adjustment is a reduction of \$3,816.54 from the Account Value: \$48,683.46 = \$52,500.00 - \$3,816.54

If instead of a full surrender, 50% of the Account Value was surrendered, the Market Adjusted Value of the surrendered portion would be 50% of the full surrender:

$$\$24,341.73 = \$31,907.04 \times [1/1 + .07]^{-4}$$

The Maturity Value after the partial surrender would be 50% of the Maturity Value prior to surrender, or \$31,907.04.

#### EXAMPLE OF A POSITIVE MARKET VALUE ADJUSTMENT

A positive Market Value Adjustment results from a surrender that occurs when interest rates have decreased since the date a Purchase Payment was made. Assume interest rates have decreased one year later and the Company is then crediting 3.5% for a four-year Guarantee Period.

If you surrender the full Account Value, the Market Adjusted Value would be:

$$\$55,610.28 = \$63,814.08 \times [1/1 + .035]^{-4}$$

The Market Value Adjustment is an increase of \$3,110.28 over Account Value:

$$\$55,610.28 = \$52,500.00 + \$3,110.28$$

If instead of a full surrender, 50% of the Account Value were surrendered, the Market Adjusted Value of the surrendered portion would be 50% of the full surrender:

$$\$27,805.14 = \$31,907.04 \times [1/1 + .035]^{-4}$$

The Maturity Value after the partial surrender would be 50% of the Maturity Value prior to the surrender, or \$31,907.04. These examples illustrate what may happen when interest rates increase or decrease from the beginning of a Guarantee Period. A particular Market Value Adjustment may have a greater or lesser impact than that shown in these examples, depending on how much interest rates have changed since the beginning of a Guarantee Period and the amount of time remaining to maturity. In addition, a surrender charge may be assessed on surrenders made before the Purchase Payment has been under the Contract for seven years.

"TTM"  
Travelers Target Maturity  
MODIFIED GUARANTEED ANNUITY CONTRACTS  
issued by  
The Travelers Life and Annuity Company  
One Tower Square  
Hartford, Connecticut 06183

L-12455

TIC Ed. \_\_\_\_ 1995

PART II

INFORMATION NOT REQUIRED IN PROSPECTUS

Item 14. Other Expenses of Issuance and Distribution

Registration Fees: \$34,482.76 for 100,000,000 in interests of Modified Guaranteed Annuity Contracts.

Estimate of Printing Costs: \$15,000

Cost of Independent Auditors: Approximately \$8,000

Item 15. Indemnification of Directors and Officers

Section 33-320a of the Connecticut General Statutes regarding indemnification of directors and officers of Connecticut corporations provides in general that Connecticut corporations shall indemnify their officers, directors and certain other defined individuals against judgments, fines, penalties, amounts paid in settlement and reasonable expenses actually incurred in connection with proceedings against the corporation. The corporation's obligation to provide such indemnification generally does not apply unless (1) the individual is successful on the merits in the defense of any such proceeding; or (2) a determination is made (by persons specified in the statute) that the individual acted in good faith and in the best interests of the corporation; or (3) the court, upon application by the individual, determines in view of all of the circumstances that such person is fairly and reasonably entitled to be indemnified, and then for such amount as the court shall determine. With respect to proceedings brought by or in the right of the corporation, the statute provides that the corporation shall indemnify its officers, directors and certain other defined individuals, against reasonable expenses actually incurred by them in connection with such proceedings, subject to certain limitations.

C.G.S. Section 33-320a provides an exclusive remedy; a Connecticut corporation cannot indemnify a director or officer to an extent either greater or less than that authorized by the statute, e.g., pursuant to its certificate of incorporation, by-laws, or any separate contractual arrangement. However, the statute does specifically authorize a corporation to procure indemnification insurance to provide greater indemnification rights. The premiums for such insurance may be shared with the insured individuals on an agreed basis.

The Travelers Inc. provides liability insurance for its directors and officers and the directors and officers of its subsidiaries, including the Registrants. This insurance provides for coverage against loss from claims made against directors and officers in their capacity as such, including, subject to certain exceptions, liabilities under the federal securities laws.

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

Item 16. Exhibits

(a) Exhibits

1. Form of Underwriting Agreement.
- 3(a). Charter of The Travelers Life and Annuity Company, as amended on April 10, 1990. (Incorporated herein by reference to Exhibit 6(a) to the Registration Statement on Form N-4, File No. 33-58131, filed on March 17, 1995.)
- 3(a)(i) Charter of The Travelers Insurance Company as amended on October 19, 1994.
- 3(b). By-Laws of The Travelers Life and Annuity Company, as amended on October 20, 1994. (Incorporated herein by reference to Exhibit 6(b) to the Registration Statement on Form N-4, File No. 33-58131, filed on March 17, 1995.)
- 3(b)(i) By-Laws of The Travelers Insurance Company, as amended on October 20, 1994.
- 4(a). Form of Contract.
- 4(b). Form of Limited Guarantee (To be filed by amendment.)
5. Opinion Re: Legality, Including Consent.
10. Material Contracts.
  - a. Restated Second Amended General Agency Agreement (SAGAA) dated as of November 1, 1989 by and among Primerica Life Insurance Company (formerly Massachusetts Indemnity Life Insurance Company; hereinafter "Primerica Life"), A.L. Williams & Associates, Inc. and Arthur L. Williams, Jr., incorporated by reference to Exhibit 10.15 to the Annual Report on Form 10-K of The Travelers Inc. (formerly Primerica Corporation) for the fiscal year ended December 31, 1990 (File No. 1-9924) (the "Primerica 1990 10-K").
  - b. Restated First Amendment to SAGAA dated as of November 1, 1989, by and among Primerica Life, A.L. Williams & Associates, Inc. and Arthur L. Williams, Jr., incorporated by reference to Exhibit 10.16 to the Primerica 1990 10-K.
  - c. Master Agreement, dated as of September 1, 1994, between the Company and Metropolitan Life Insurance Company ("MetLife"), incorporated by reference to Exhibit 10.03 to The Travelers Insurance Company's Form 10-Q for the quarter ended September 30, 1994, File No. 33-33691, filed on November 14, 1994.
  - d. Group Life Insurance and Related Businesses Acquisition Agreement, dated as of September 1, 1994, among MetLife, the Company, The Travelers Indemnity Company of Rhode Island and The Travelers Insurance Company of Illinois, incorporated by reference to Exhibit 10.04 to Form 10-Q for the quarter ended September 30, 1994, File No. 33-33691, filed on November 14, 1994.

23(a). Consent of Coopers & Lybrand L.L.P., Independent Accountants, to the reference in the Prospectus to such firm as "experts" in accounting and auditing and to the incorporation of their reports on The Travelers Insurance Company and The Travelers Life and Annuity Company financial statements. (To be filed by amendment.)

23(b). Consent of KPMG Peat Marwick, LLP, Independent Auditors, to the reference in the Prospectus to such firm as "experts" in accounting and auditing and to the incorporation of their reports on The Travelers Insurance Company and The Travelers Life and Annuity Company financial statements. (To be filed by amendment.)

23(c). Consent of Counsel (see Exhibit 5).

24. Powers of Attorney for Separate Account MGA II authorizing Jay S. Fishman as signatory for Robert I. Lipp, Charles O. Prince, III, Donald T. DeCarlo, Irwin R. Ettinger, and Michael A. Carpenter.

Powers of Attorney authorizing Jay S. Fishman as signatory for Robert I. Lipp and Charles O. Prince, III. (Incorporated herein by reference to the Registration Statement on Form S-2, File No. 33-33691, filed on April 11, 1994.)

Powers of Attorney authorizing Jay S. Fishman as signatory for Marc P. Weill, James F. Calvano, Irwin R. Ettinger, Michael A. Carpenter and James L. Morgan. (Incorporated herein by reference to the Registration Statement on Form S-2, File No. 33-89812, filed on February 27, 1995.)

27(a). Financial Data Schedule of The Travelers Insurance Company. (To be filed by amendment.)

27(b). Financial Data Schedule of The Travelers Life and Annuity Company. (To be filed by amendment.)

#### Item 17. Undertakings

The undersigned registrants hereby undertake as follows, pursuant to Item 512 of Regulation S-K:

##### (a) Rule 415 offerings:

1. To file, during any period in which offers or sales of the registered securities are being made, a post-effective amendment to this registration statement:

a. to include any prospectus required by Section 10(a)(3) of the Securities Act of 1933;

b. to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement; and

c. to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement.

2. That, for the purpose of determining any liability under the Securities Act of 1933, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at the time shall be deemed to be the initial bona fide offering thereof.

3. To remove from registration by means of a post-effective amendment any of the securities being registered which remain unsold at the termination of the offering.

(h) Requests for Acceleration of Effective Date:

Insofar as indemnification for liabilities arising under the Securities Act of 1933 may be permitted to directors, officers and controlling persons of the registrants pursuant to the provisions described under Item 15 above or otherwise, the Registrants have been advised that in the opinion of the Securities and Exchange Commission such indemnification is against public policy as expressed in the Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the registrants of expenses incurred or paid by a director, officer or controlling person of the registrants in the successful defense of any action, suit or proceeding) is asserted against the registrants by such director, officer or controlling person in connection with the securities being registered, the registrants will, unless in the opinion of their counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by them is against public policy as expressed in the Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant named below certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-2 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hartford, State of Connecticut, on April 18, 1995.

THE TRAVELERS LIFE AND ANNUITY COMPANY  
(Registrant)

By: /s/ Jay S. Fishman

\_\_\_\_\_  
Jay S. Fishman  
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on April 18, 1995.

*MICHAEL A. CARPENTER _____ (Michael A. Carpenter)	Director and Chairman of the Board
*ROBERT I. LIPP _____ (Robert I. Lipp)	Director
/s/ JAY S. FISHMAN _____ (Jay S. Fishman)	Director and Chief Financial Officer
*CHARLES O. PRINCE, III _____ (Charles O. Prince, III)	Director
_____ (Marc P. Weill)	Director
*DONALD T. DECARLO _____ (Donald T. DeCarlo)	Director
*IRWIN R. ETTINGER _____ (Irwin R. Ettinger)	Director
/s/JAMES L. MORGAN _____ (James L. Morgan)	Senior Vice President -Finance and Chief Accounting Officer

\*By: /s. Jay S. Fishman

\_\_\_\_\_  
Jay S. Fishman, Attorney-in-Fact

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, the Registrant named below certifies that it has reasonable grounds to believe that it meets all of the requirements for filing on Form S-2 and has duly caused this registration statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Hartford, State of Connecticut, on April 18, 1995.

THE TRAVELERS INSURANCE COMPANY  
(Registrant)

By:\_\_\_\_/s/Jay S. Fishman\_\_\_\_\_  
Jay S. Fishman  
Chief Financial Officer

Pursuant to the requirements of the Securities Act of 1933, this registration statement has been signed by the following persons in the capacities indicated on April 18, 1995.

\*ROBERT I. LIPP  
\_\_\_\_\_  
(Robert I. Lipp) Director, Chairman  
and President  
(principal executive officer)

/s/ Jay S. Fishman  
\_\_\_\_\_  
(Jay S. Fishman) Director and Chief  
Financial Officer

\*CHARLES O. PRINCE, III  
\_\_\_\_\_  
(Charles O. Prince, III) Director

\*MARC P. WEILL  
\_\_\_\_\_  
(Marc P. Weill) Director

\*DONALD T. DECARLO  
\_\_\_\_\_  
(Donald T. DeCarlo) Director

\*IRWIN R. ETTINGER  
\_\_\_\_\_  
(Irwin R. Ettinger) Director

\*MICHAEL A. CARPENTER  
\_\_\_\_\_  
(Michael A. Carpenter) Director

/s/ James L. Morgan  
\_\_\_\_\_  
(James L. Morgan) Senior Vice  
President - Finance  
and Chief Accounting  
Officer

\*By: /s/ Jay S. Fishman  
\_\_\_\_\_  
Jay S. Fishman, Attorney-in-Fact

EXHIBIT INDEX

Exhibit No.	Description	Page Number In Sequential Order
1.	Form of Underwriting Agreement.	
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10.	Material Contracts.	
	a. Restated Second Amended General Agency Agreement (SAGAA) dated as of November 1, 1989 by and among Primerica Life Insurance Company (formerly Massachusetts Indemnity Life Insurance Company; hereinafter "Primerica Life"), A.L. Williams & Associates, Inc. and Arthur L. Williams, Jr., incorporated by reference to Exhibit 10.15 to the Annual Report on Form 10-K of The Travelers Inc. (formerly Primerica Corporation) for the fiscal year ended December 31, 1990 (File No. 1-9924) (the "Primerica 1990 10-K").	
	b. Restated First Amendment to SAGAA dated as of November 1, 1989, by and among Primerica Life, A.L. Williams & Associates, Inc. and Arthur L. Williams, Jr., incorporated by reference to Exhibit 10.16 to the Primerica 1990 10-K.	
	c. Master Agreement, dated as of September 1, 1994, between the Company and Metropolitan Life Insurance Company ("MetLife"), incorporated by reference to Exhibit 10.03 to Form 10-Q for the quarter ended September 30, 1994, File No. 33-33691, filed on November 14, 1994.	

EXHIBIT INDEX (CONT'D)

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EXHIBIT 1

FORM OF  
PRINCIPAL UNDERWRITING AGREEMENT

PRINCIPAL UNDERWRITING AGREEMENT (the "Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 1995, by and among The Travelers Life and Annuity Company, a Connecticut stock insurance company (hereinafter the "Company"), Travelers Equities Sales, Inc., a Connecticut general business corporation (hereinafter "TESI"), and The Travelers Separate Account MGA II (hereinafter "Separate Account MGA II"), a separate account of the Company established on February 1, 1995 by its Chief Investment Officer in accordance with a resolution adopted by the Company's Board of Directors and pursuant to Section 38a-433 of the Connecticut General Statutes.

1. The Company hereby agrees to provide all administrative services relative to modified guaranteed annuity contracts and revisions thereof (hereinafter "Contracts") sold by the Company, the net proceeds of which or reserves for which are maintained in Separate Account MGA II.

2. TESI hereby agrees to perform all sales functions relative to the Contracts. The Company agrees to reimburse TESI for commissions paid, other sales expenses and properly allocable overhead expenses incurred in performance thereof.

3. For providing the administrative services referred to in paragraph 1 above and for reimbursing TESI for the sales functions referred to in paragraph 2 above, the Company will receive the deductions for sales and administrative expenses which are stated in the Contracts.

4. The Company will furnish at its own expense and without cost to Separate Account MGA II the administrative expenses of Separate Account MGA II, including but not limited to:

- (a) office space in the offices of the Company or in such other place as may be agreed upon from time to time, and all necessary office facilities and equipment;
- (b) necessary personnel for managing the affairs of Separate Account MGA II, including clerical, bookkeeping, accounting and other office personnel;
- (c) all information and services, including legal services, required in connection with registering and qualifying Separate Account MGA II or the Contracts with federal and state regulatory authorities, preparation of registration statements and prospectuses, including amendments and revisions thereto, and any other reports required to be furnished to Contract Owners, including the costs of printing and mailing such items;
- (d) the costs of preparing, printing, and mailing all sales literature;
- (e) all registration, filing and other fees in connection with compliance requirements of federal and state regulatory authorities;

(f) the charges and expenses of independent accountants retained by Separate Account MGA II, if applicable.

5. The services of the Company and TESI to Separate Account MGA II hereunder are not to be deemed exclusive and the Company or TESI shall be free to render similar services to others so long as its services hereunder are not impaired or interfered with thereby.

6. This Agreement will be effective on the date executed, and will remain effective until terminated by any party upon sixty (60) days notice; provided, however, that this Agreement will terminate automatically in the event of its assignment by any of the parties hereto.

7. Notwithstanding termination of this Agreement, the Company shall continue to provide administrative services and mortality and expense guarantees provided for herein with respect to Contracts in effect on the date of termination, and the Company shall continue to receive the compensation provided under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officials thereunto duly authorized and, in the case of the Company and TESI, seals to be affixed as of the day and year first above written.

THE TRAVELERS LIFE AND ANNUITY COMPANY

(Seal)

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Assistant Secretary

THE TRAVELERS SEPARATE ACCOUNT MGA II

By: \_\_\_\_\_

Title: \_\_\_\_\_

WITNESS:

\_\_\_\_\_

TRAVELERS EQUITIES SALES, INC.

By: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST: (SEAL)

\_\_\_\_\_  
Corporate Secretary

EXHIBIT 3(a)(i)

COPY OF THE CHARTER  
OF  
THE TRAVELERS INSURANCE COMPANY  
Hartford, Connecticut  
AS EFFECTIVE  
October 19, 1994

CHARTER  
of  
THE TRAVELERS INSURANCE COMPANY

SECTION 1. James G. Batterson, John L. Bunce, Gustavus F. Davis, George Sexton, William L. Collins, Elijah H. Owen, James L. Howard, Charles F. Howard, Alfred E. Burr, Henry Keeney, William H. D. Callender, George S. Gilman, and all others who may become associated with them as shareholders, as is hereinafter provided, their successors and assigns forever be and they hereby are created and made a body corporate and politic by the name of The Travelers Insurance Company and under that name shall have all the powers specially granted to it by law and, in addition, all powers granted by the general statutes as now enacted or hereafter amended, to corporations formed under the Connecticut Stock Corporation Act.

SECTION 2. The business, purposes and powers of said corporation, including all those set forth in special acts of the Connecticut General Assembly pertaining to it, shall be:

(A) Insuring persons against the accidental loss of life, or personal injury, sustained while traveling by railways, steamboats or other modes of conveyance;

(B) To insure persons against and to make all and every insurance connected with accidental loss of life or personal injury sustained by accident of every description;

(C) To insure persons against loss of life or personal injury resulting from any cause;

(D) To confer endowments, grant and purchase annuities upon such conditions and for such periods of time as may be determined by said corporation;

(E) To issue policies, stipulated to be with or without participation in profits, and all dividends allocated to such participating policies, which shall not be claimed and called for within two years after the same shall have been declared, shall be forfeited to said company;

(F) To reinsure any and all risks taken under its charter;

(G) To insure persons and corporations against loss on account of liability to others for personal injuries, fatal or otherwise, or injury to property connected with personal injuries, resulting from accidental causes; and

(H) To make all investments which insurance companies are now or hereafter may be authorized to make under the laws of this state.

SECTION 3. The capital with which the corporation shall commence business shall be an amount not less than one hundred thousand dollars. The authorized capital stock of the corporation shall be 40,000,000 shares of common capital stock of the par value of \$2.50 per share. Said corporation may from time to time increase its capital stock to an amount not exceeding one hundred fifty million dollars by the issue of additional shares of stock with the par value then authorized, and is authorized from time to time to change the par value and number of shares of its issued and outstanding capital stock, provided the par value shall be not less than Two Dollars Fifty Cents (\$2.50) for each share and the aggregate par value be not altered by such change.

SECTION 4. The business, property and affairs of the corporation shall be managed by the chief executive officer and his delegated officers under the direction of the Board of Directors. The Board of Directors shall be charged with the following responsibilities and duties: selection, surveillance and removal of the chief executive officer and, subject to the provisions of any applicable by-laws, other corporate officers; provision of periodic statements to the shareholders concerning the operation and financial status of the corporation; amendment of the charter and by-laws; authorization or approval of major acquisitions and dispositions of assets; authorization or approval of mergers, consolidations and reorganizations; the taking of action with respect to the issuance, acquisition, retirement or cancellation, redemption or determination of terms, limitations and relative rights and preferences of the corporation's capital stock or any class thereof; the incurrence of major corporate indebtedness; declaration of dividends with respect to outstanding shares of the corporation's capital stock; action with respect to the dissolution of the corporation; and such other responsibilities and duties as may be required by law.

Section 5. The personal liability to the corporation or its shareholders of a person who is or was a director of the corporation for monetary damages for breach of duty as a director shall be limited to the amount of the compensation received by the director for serving the corporation during the year of the violation if such breach did not (a) involve a knowing and culpable violation of law by the director, (b) enable the director or an associate, as defined in subdivision (3) of Section 33-374d of the Connecticut Stock Corporation Act as in effect on the effective date hereof or as it may be amended from time to time, to receive an improper personal economic gain, (c) show a lack of good faith and a conscious disregard for the duty of the director to the corporation under circumstances in which the director was aware that his conduct or omission created an

unjustifiable risk of serious injury to the corporation, (d) constitute a sustained and unexcused pattern of inattention that amounted to an abdication of the director's duty to the corporation, or (e) create liability under Section 33-321 of the Connecticut Stock Corporation Act as in effect on the effective date hereof or as it may be amended from time to time. This Section 5 shall not limit or preclude the liability of a person who is or was a director for any act or omission occurring prior to the effective date hereof on the date of filing of a Certificate of Amendment amending the Charter of the corporation with the Secretary of the State of the State of Connecticut. The personal liability of a person who is or was a director to the corporation or its shareholders for breach of duty as a director shall further be limited to the full extent allowed by the Connecticut Stock Corporation Act as it may be amended from time to time. Any lawful repeal or modification of this Section 5 or the adoption of any provision inconsistent herewith by the Board of Directors and the shareholders of the corporation shall not, with respect to a person who is or was a director, adversely affect any limitation of liability, right or protection existing at or prior to the effective date of such repeal, modification or adoption of a provision inconsistent herewith.

EXHIBIT 3(b) (i)

BY-LAWS

of

THE TRAVELERS INSURANCE COMPANY

OCTOBER 20, 1994

ARTICLE I.

SHAREHOLDERS AND SHAREHOLDERS' MEETINGS.

SECTION 1. The annual meeting of the shareholders of The Travelers Insurance Company shall be held at such time and place as the directors may appoint.

SECTION 2. Special meetings of the shareholders may be held at such time and place as may be designated in the notice thereof and may be called at any time by the Chairman of the Board or the President or by a majority of the directors.

SECTION 3. At each meeting of the shareholders the Chairman of the Board, or in his absence the President, or, in the absence of both, such other person as may be appointed by the Board of Directors, shall act as chairman of the meeting and the Corporate Secretary shall act as clerk of the meeting, and in his absence, an Assistant Corporate Secretary, or in the absence of the Corporate Secretary or an Assistant Corporate Secretary, such company officer as the Chairman may appoint shall act as clerk of the meeting.

SECTION 4(A). There shall be a minimum of three and a maximum of twelve directorships and the number of directorships at any time within such minimum and maximum shall be the number fixed by resolution of the Board of Directors. At each annual meeting of the company directors shall be elected, each to hold office until the next succeeding annual meeting of shareholders following such election or until a successor has been elected and qualified, except as provided hereafter. Whenever any vacancy shall occur in the Board of Directors by death, resignation or otherwise, such vacancy may be filled by a majority of the directors then in office whether or not they constitute a quorum.

(B). The Board of Directors may increase the number of directorships, within a minimum of three and a maximum of twelve, and fill any vacancy created by reason of such increase in the

number of directorships, by the concurring vote of directors holding a majority of the directorships, which number of directorships shall be the number prior to the vote on the increase. Directors elected to fill such vacancies shall serve until the next annual meeting of shareholders and until a successor has been elected and qualified.

(C). Any adult person in good standing in his/her community is eligible to be a director of the Company.

SECTION 5. A majority of the shares of voting capital stock outstanding of all classes shall constitute a quorum for the transaction of business at such meetings.

## ARTICLE II.

### DIRECTORS.

SECTION 1. The regular meetings of the directors shall be held at such place and at such time as the directors may by vote designate. The directors may authorize the Chairman of the Board or the President to change the time of any regular meeting.

SECTION 2. Special meetings of the directors may be called at any time by the Chairman of the Board or the President or by any three directors.

SECTION 3. Written notice by mail shall be given by the Corporate Secretary of each regular and special meeting of the board and each committee thereof to all directors or members of the committee, as the case may be, at least two days before the time appointed therefor or notice to such directors or committee members may be personally delivered or given by telegraph or telephone not later than the day before the meeting.

SECTION 4. Not less than one-third of the board shall constitute a quorum for the transaction of business at any meeting of the board, and at every meeting the presiding officer shall have the right to vote, but at any special meeting called by three directors not less than seven directors shall constitute a quorum.

SECTION 5. The Board of Directors annually at the first meeting of the board held after the annual election of directors or at some adjourned meeting thereof by a majority vote of the directors present shall elect from their own number a Chairman of the Board and may elect from their own number a President and one or more Vice Chairmen, each to hold office for one year and until his successor is chosen, and may at any time fill any vacancy which may occur in said offices for the unexpired term. In the absence of the Chairman of the Board, the President, if he is a

member of the Board of Directors, shall preside when present at all meetings of the board; in the absence of the Chairman of the Board and the President, the Board of Directors may choose from among their own number a Chairman or a President pro tem to preside at its meetings. Any two or more offices may be held by the same person, except the offices of President and Corporate Secretary.

SECTION 6. By the same vote but at any time and from time to time the Board of Directors shall appoint a President (if not elected from their own number) and may appoint one or more Executive Vice Presidents, Senior Vice Presidents, a General Counsel, a Corporate Secretary, a Treasurer, an Auditor and such other officers under appropriate titles as the board may deem necessary for the proper conduct of the Company's business, to hold office during the pleasure of the chief executive officer.

### ARTICLE III.

#### COMMITTEES.

SECTION 1. The Board of Directors by resolution adopted by the affirmative vote of the directors holding a majority of the directorships shall annually appoint an Investment Committee and an Audit Committee, the members of which may be selected from the members of the Board of Directors or otherwise, and may from time to time appoint and prescribe the duties and authority of other committees. Appointments to any committee may be revoked and annulled and new appointments made by the board at any time in its discretion. The Board of Directors may appoint from among its members two directors as alternates to each such committee to serve in the order of their appointment and the chairman of any committee may appoint a director as an alternate to serve as a member of such committee in the absence or disqualification of any committee member and any alternate appointed by the Board of Directors.

SECTION 2. The Investment Committee shall consist of not less than three members. It shall be the duty of the Investment Committee to authorize or approve each loan or investment transaction made by the Company and to review the investment policy and program of the Company.

SECTION 3. Not less than two members of the Investment Committee shall constitute a quorum for the transaction of business at any meeting of the Committee, and at every meeting the presiding officer shall have the right to vote.

SECTION 4. The Investment Committee may appoint from among the officers of the Company or an affiliated company a Management Investment Committee and assign to the Management Investment

Committee, subject to such limitations as the Investment Committee may from time to time establish, the review and authorization of loans and investments of the Company.

#### ARTICLE IV.

##### OFFICERS.

SECTION 1. The Chairman of the Board shall be the chief executive officer, charged with the management of the business, property and affairs of the Company under the direction of the Board of Directors. The Board of Directors may appoint as the chief executive officer the President or some other officer, provided that no such appointment shall become effective unless notice thereof is included in a notice of the meeting at which the change is made, or such appointment was considered at a meeting of the board at which a majority of the directors were present held at least twenty-four hours prior to the appointment. At his discretion, the chief executive officer may act as Chairman of any Committee of which he is a member. When present, the Chairman of the Board shall preside at all meetings of the board. He shall be a member ex officio of all committees, except the Audit Committee. The chief executive officer may at any time and from time to time appoint such other officers, not specified in or appointed by the Board of Directors pursuant to Section 6 of Article II, under appropriate titles as he may deem necessary for the proper conduct of the Company's business to hold office during his pleasure. The chief executive officer may at his discretion delegate such power of appointment to any of the officers designated in Sections 5 and 6 of Article II.

SECTION 2. In the absence of the chief executive officer or his inability to act, the Board of Directors may designate the Chairman of the Board or the President or such other officer of the Company as it may select to perform the duties imposed upon the chief executive officer by these by-laws.

SECTION 3. Each officer appointed by the Board of Directors shall be subject to the direction of and shall have such authority and perform such duties as may be assigned to him from time to time by the Board of Directors, the chief executive officer and his delegated officers. Each officer appointed pursuant to Section 1 of this Article IV shall be subject to the direction of and shall have such authority and perform such duties as may be assigned to him from time to time by the chief executive officer and his delegated officers.



FORM OF CONTRACT  
THE TRAVELERS LIFE AND ANNUITY COMPANY  
ONE TOWERSQUARE -- HARTFORD CT -- 06183

A STOCK COMPANY

We are pleased to provide You the benefits of this annuity contract. Please read all the attached forms carefully.

This contract is issued in consideration of the Purchase Payment. It is subject to the terms and conditions stated on the attached pages, all of which are a part of it.

Executed at Hartford, Connecticut

Chairman

This is a legal contract between You and Us  
PLEASE READ YOUR CONTRACT CAREFULLY.

SINGLE PREMIUM INDIVIDUAL MODIFIED GUARANTEED ANNUITY CONTRACT

TAX QUALIFIED

ELECTIVE OPTIONS NON--PARTICIPATING

THE CASH SURRENDER VALUE MAY INCREASE OR DECREASE IN ACCORDANCE WITH THE MARKET VALUE ADJUSTMENT FORMULA ON THE CONTRACT SPECIFICATIONS PAGE. THE CASH SURRENDER VALUE IS AVAILABLE WITHOUT APPLICATION OF THE MARKET VALUE ADJUSTMENT AT THE END OF A GUARANTEE PERIOD.

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Any Riders or Endorsements follow the Life Annuity Tables.

CONTRACT SPECIFICATIONS

CONTRACT OWNER	JOHN DOE	JANE DOE	ANNUITANT
CONTRACT NUMBER	SPECIMEN	06/01/94	CONTRACT DATE
MONTHLY LIFE ANNUITY		06/01/24	ANNUITY COMMENCEMENT DATE

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PURCHASE PAYMENT/TERMINATION AMOUNTS

Minimum Purchase Payment Amount:	\$5,000
Maximum Purchase Payment Amount:	\$1,000,000 unless we consent to a larger amount
Termination Amount	\$2000

Market Value Adjustment:  
-----

A Market Value Adjustment will be applied when a surrender occurs prior to the end of a Guarantee Period. The Market Value Adjustment is the difference between the Account Value and the Market Adjusted Value.

$$\text{Market Adjusted Value} = \text{Maturity Value} \times \left(1 + \frac{t}{365} ic\right)$$

ic = the current Guaranteed Interest Rate (straight line interpolation between whole years) that we are then crediting for a Guarantee Period of t days on this class of contract(s).

t = the number of days remaining in the Guarantee Period.

Surrender Charge:  
-----

During the first seven years after a Purchase Payment is applied under the contract, a surrender charge will be deducted from any amount surrendered. This charge is a percentage of the Cash Value surrendered from a contract.

CONTRACT YEARS SINCE PAYMENT APPLIED	SURRENDER CHARGE
-----	-----
1	7%
2	6%
3	5%
4	4%
5	3%
6	2%
7	1%
THEREAFTER	0%

NOTE: A surrender charge applies on all dates (except those at the end of a three to ten year Guarantee Period) occurring during the first seven years after a Purchase Payment is applied.

No surrender charge will apply at the end of a Guarantee Period of at least three years or at the end of a Guarantee Period of one or

two years after the third Contract Year.

Free Partial Withdrawal Amount:

- - - - -

Interest earned in the previous Contract Year may be withdrawn without a Market Value Adjustment or surrender charge.

Automatic Renewal Guarantee Period:

- - - - -

A one year Guarantee Period.

Guarantee Period Transfer Amount:

- - - - -

\$0.

#### DEFINITIONS

- (a) ACCOUNT VALUE - The sum of the Purchase Payment and all interest earned to that date less the sum of all partial surrenders, surrender charges, and applicable Premium Tax deducted to that date.
- (b) ANNUITANT - The person on whose life this contract is issued.
- (c) ANNUITY COMMENCEMENT DATE - The date shown on the Contract Specifications page.
- (d) BENEFICIARY(IES) - The person(s) entitled to receive benefits after the death of the Annuitant or the Contract Owner.
- (e) CASH SURRENDER VALUE - The Cash Value less surrender charges and any applicable Premium Tax.
- (f) CASH VALUE - The Account Value at the end of a Guarantee Period or the Market Adjusted Value before the end of a Guarantee Period.
- (g) CONTRACT DATE - The date shown on the Contract Specifications page. Contract Years are measured from the Contract Date.
- (h) Contract Owner - The owner of the contract.
- (i) CONTRACT YEAR - The twelve month period beginning with the Contract Date.
- (j) DUE PROOF OF DEATH - A copy of a certified death certificate; a copy of a certified decree of a court of competent jurisdiction as to the finding of death; a written statement by a medical doctor who attended the deceased; or any other proof satisfactory to the Company.
- (k) GUARANTEED INTEREST RATE - The annual effective interest rate credited to a Purchase Payment during the Guarantee Period as described in the Crediting of Interest and Guarantee Periods section.
- (l) GUARANTEE PERIOD - The period for which either an initial or subsequent Guarantee Interest Rate is credited.
- (m) MARKET ADJUSTED VALUE - Reflects the relationship between the current Guaranteed Interest Rate for the duration remaining in the Guarantee Period on the Surrender Date, and the Guaranteed Interest Rate then applicable in the Contract.
- (n) MARKET VALUE ADJUSTMENT - The difference between the Account Value and the Market Adjusted Value.
- (o) MATURITY VALUE - The accumulated value of a Purchase Payment at the Guaranteed Interest Rate at the end of the Guarantee Period selected less any partial surrenders, surrender charges, and applicable Premium Tax previously deducted.
- (p) OUR OFFICE - The home office of The Travelers Life and Annuity Company located at One Tower Square, Hartford, Connecticut. All correspondence concerning this contract should be sent to the attention of Annuity Services.
- (q) SURRENDER DATE - The date We receive Your Written Request for a surrender or the date You request the surrender to be effective, if later.
- (r) WE, US, OUR - The Travelers Life and Annuity Company.
- (s) WRITTEN REQUEST - A written form satisfactory to Us and received at Our Office.
- (t) YOU, YOUR - The Contract Owner. The Contract Owner is the person or entity named as such on the Contract Specifications page.

## PURCHASE PAYMENT

PURCHASE PAYMENT - The Purchase Payment is shown on the Contract Specifications page. The Purchase Payment is payable at Our Office. We reserve the right to limit the amount of the Purchase Payment which will be accepted.

PREMIUM TAX - The amount of tax, if any, charged by the state or municipality on a Purchase Payment, on the Cash Value upon surrender, or on the amount applied to elect an annuity. We will deduct any applicable Premium Tax from the Cash Value either upon death, surrender, annuitization or at the time the Purchase Payment is made, but no earlier than when We have a tax liability under state law.

## CONTRACT CONTROL PROVISIONS

### ALLOCATION OF PURCHASE PAYMENT

The Purchase Payment (less applicable Premium Tax, if any) will be allocated to an account established by Us for the Contract Owner(s) of those contracts. A Contract Owner's Account Value will be determined in accordance with the terms of this contract.

### OWNER

This contract belongs to the Contract Owner shown on the Contract Specifications page. As Contract Owner, you have sole power during the Annuitant's lifetime to exercise any rights and to receive all benefits given in this contract provided You have not named an irrevocable Beneficiary and provided the contract is not assigned.

You will be the recipient of all payments while the Annuitant is alive unless you direct them to an alternate recipient under a recorded payment direction. An alternate recipient under a payment direction does not become the Contract Owner. A payment direction is revocable by you at any time by Written Request giving 30 days advance notice.

### CREDITOR CLAIMS

To the extent permitted by law, no right or benefit of the Contract Owner or Beneficiary under this contract is subject to the claims of creditors or to any legal process except as may be provided by an assignment.

### BENEFICIARY

The Beneficiary is the party named in a Written Request. The Beneficiary has the right to receive any remaining contractual benefits upon the death of the Annuitant, or under certain circumstances, upon the death of the Contract Owner. If there is more than one Beneficiary surviving the Annuitant, the Beneficiaries will share equally in benefits unless different shares are recorded with Us in a Written Request prior to the death of the Annuitant.

Unless an irrevocable Beneficiary has been named, you have the right to change any Beneficiary by Written Request during the lifetime of the Annuitant and while the contract continues.

Once a change in Beneficiary is recorded by Us, it will take effect on that date or on the date requested, if later subject to any payment made or other actions taken by Us before the recording.

If no Beneficiary has been named by You, or if no Beneficiary is living when the Annuitant dies, the interest of any Beneficiary will pass:

- (a) if You are living, to You; or
- (b) if You have died, to Your estate.

### ANNUITANT

The Annuitant is the individual shown on the Contract Specifications page on whose life the first annuity payment is made. The Annuitant may not be changed after the Contract Date.

#### CREDITING OF INTEREST AND GUARANTEE PERIODS

The Purchase Payment (less surrenders made and less applicable Premium Tax, if any) will earn interest at the initial Guaranteed Interest Rate during the initial Guarantee Period. All interest earned will be credited daily. This compounding effect is reflected in the Guaranteed Interest Rates.

Within 60 days of the end of any Guarantee Period, We will notify the Contract Owner about selecting a subsequent Guarantee Period. If no election is made, the Automatic Renewal Guarantee Period as stated on the Contract Specifications page will commence, unless the Contract Owner has:

- (a) submitted a Written Request for a full surrender within 30 days prior to the end of the current Guarantee Period; or
- (b) elected by Written Request a Guarantee Period of a different duration from among those offered by Us at any time within 30 days prior to the end of the current Guarantee Period; or
- (c) selected a subsequent Guarantee Period that extends beyond the Annuity Commencement Date then in effect. In this case, We will automatically establish a subsequent Guarantee Period that will end nearest to the Annuity Commencement Date then in effect, unless the Contract Owner elects by Written Request a subsequent Guarantee Period of shorter duration.

At any time during the Automatic Renewal Guarantee Period, the Contract Owner may transfer to a Guarantee Period of a different duration without incurring a surrender charge or Market Value Adjustment.

The Account Value at the beginning of any subsequent Guarantee Period will be equal to the Account Value at the end of the Guaranteed Period just ending. The Account Value will earn interest at the subsequent Guaranteed Interest Rate during the subsequent Guarantee Period. This rate will be at least equal to the Guaranteed Interest Rate being credited to Purchase Payments for new contracts at the time the Guaranteed Interest Rate is determined.

#### MARKET VALUE ADJUSTMENT

This contract contains a Market Value Adjustment formula. The formula may result in upward or downward adjustments in the amount payable on any full or partial surrender made prior to the end of any Guarantee Period. Details of the Market Value Adjustment formula are described on the Contract Specifications page.

The Market Value Adjustment formula will not be applied when You submit a Written Request for:

- (a) a full or partial surrender at the end of any Guarantee Period if We receive the request during the 30 day period preceding the end of such Guarantee Period; or
- (b) any interest credited during the previous Contract Year.

#### TRANSFER BETWEEN GUARANTEE PERIODS

Once each Contract Year after the first year, the Contract Owner may elect by Written Request to transfer out of the current Guarantee Period and into a Guarantee Period of a different duration. At that time, a new Guarantee Period will be established for the duration chosen by You, and the Account Value at the beginning of the new Guarantee Period will equal the Market Adjusted Value for the current Guarantee Period at the time of the transfer. We reserve the right to charge for any such transfer by reducing the Account Value at the beginning of the new Guarantee Period by an amount not to exceed \$50.00.

Surrender charges will continue to be based on the appropriate Contract Year as determined from the original Contract Date.

## TERMINATION PROVISIONS

### GENERAL SURRENDERS

Full and partial surrenders may be made under this contract at any time. A surrender charge may be assessed on surrenders as stated on the Contract Specifications page.

### SPECIAL SURRENDERS

A full or partial surrender made at the end of a Guarantee Period may be subject to a surrender charge as set forth on the Contract Specifications page. A Market Value Adjustment will not be applied. A request for a surrender at the end of a Guarantee Period must be received by Written Request during the 30 day period preceding the end of such Guarantee Period.

No surrender charges will apply at the end of a Guarantee Period of at least three years or at the end of a Guarantee Period of one or two years after the third Contract Year.

In addition, if You notify Us by Written Request, We will send You any interest credited during the previous Contract Year. No surrender charge or Market Value Adjustment will be imposed on such interest payments.

### TERMINATION AFTER THE ANNUITY COMMENCEMENT DATE

This contract may not be surrendered after the commencement of annuity payments.

### PAYMENT UPON SURRENDER - DEFERRAL OF PAYMENT

We may defer payment of a partial or full surrender request for up to six months from the date of the request. If payment is deferred for more than 30 days from the date the request is received, We will pay interest of 3 1/2% on the amount deferred.

### DEATH BENEFIT

If the Annuitant or Contract Owner dies prior to the Annuity Commencement Date, the death benefit will be payable to the Beneficiary as determined under the Control Provisions. The death benefit equals the Account Value as of the date We receive written notification of Due Proof of Death.

The death benefit will be due and payable within a reasonable period of time (not to exceed 6 months) after the date of Our receipt of Due Proof of Death. The death benefit may be taken in one sum or under any of the settlement options then being offered by Us.

## SETTLEMENT PROVISIONS

### ANNUITY BENEFIT

On the Annuity Commencement Date, unless directed otherwise, We will apply the Cash Value or any part thereof less any applicable Premium Tax (subject to a \$2000 minimum unless We consent to a lesser amount), to purchase the monthly income payments according to the Annuity Option elected. If the Annuity Commencement Date coincides with the end of any Guarantee Period, no Market Value Adjustment will be applied in the determination of the monthly income payments. No surrender charge will be applied upon annuitization.

You, or in the event You have not done so, the Beneficiary after the death of the Annuitant, may elect, in lieu of payment in one sum, any amount (but not less than \$2000, unless We consent to a lesser amount) or part thereof due by Us under this contract to the Beneficiary will be applied under any of the options described below. Such election must be made within one year after the death of the Annuitant by written notice to Our Office.

In no event will the annuity benefit, at the time of its commencement, be less than that which would be provided by applying the greater of the Cash Value or 95 percent of what the Cash Value would be with no surrender charge, to purchase a single premium immediate annuity contract offered by Us or one of Our affiliates at the time to the same class of annuitants.

### ELECTION OF ANNUITY OPTIONS

You may elect any of the Annuity Options described below or any other Annuity Option being offered by Us at the time of annuitization. In the absence of such election, the fourth option providing a joint and last survivor annuity will apply.

Election of any of these options must be made by Written Request received by Us at least 30 days prior to the date such election is to become effective.

#### DATE OF PAYMENT

The first payment under any option shall be made on the Annuity Commencement Date. Subsequent payments shall be made on the same day of each month in accordance with the manner of payment selected.

## DEATH OF ANNUITANT

In the event of the death of the Annuitant while receiving annuity payments, the present values of the current dollar amount on the date of death of any remaining guaranteed number of payments will be paid in one sum to the Beneficiary unless other provisions have been made and approved by Us. However, if the Contract Owner was also the Annuitant, any method of distribution must provide that any amount payable as a death benefit will be distributed at least as rapidly as under the method of distribution in effect at the Contract Owner's death.

Calculations of such present value of the guaranteed payments remaining will be based on the interest rate that is used by Us to determine the amount of each certain payment.

## ANNUITY OPTIONS

Option 1. Life Annuity - An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant.

Option 2. Life Annuity with 120, 180, or 240 Monthly Payments Certain - An annuity providing monthly income to the Annuitant for a guaranteed period of 120 months, 180 months, or 240 months (as selected), and for as long thereafter as the Annuitant shall live.

Option 3. Cash Refund Life Annuity - An annuity payable monthly during the lifetime of the Annuitant, ceasing with the last payment due prior to the death of the Annuitant provided that, at the death of the Annuitant, the Beneficiary will receive an additional payment equal to the excess, if any, of (a) over (b) where: (a) is the Cash Value applied on the Annuity Commencement Date under this option; and (b) is the dollar amount of annuity payments already paid.

Option 4. Joint and Last Survivor Annuity - An annuity payable monthly during the joint lifetime of the Annuitant and a secondary payee, and thereafter during the remaining lifetime of the survivor, ceasing with the last payment prior to the death of the survivor.

Option 5. Payments for a Designated Period - An amount payable monthly for the guaranteed number of years selected which may be from 5 to 30 years.

Option 6. Annuity Proceeds Settlement Option - Proceeds from the death benefit's left with Us for a period not to exceed five years from the date of the Contract Owner's death prior to the Annuity Commencement Date. The proceeds will remain in the same Guarantee Period and continue to earn the same Guaranteed Interest Rate as at the time of death. If the Guarantee Period ends before the end of the five year period, the Beneficiary may elect a new Guarantee Period with a duration closest to but not to exceed the time remaining in the period of five years from the date of the Contract Owner's death. Full or partial surrenders may be made at any time. In the event of surrender the remaining Cash Value will equal the proceeds left with Us, minus any surrenders or applicable Premium Tax, plus any interest earned. A Market Value Adjustment will be applied to all surrenders except those occurring at the end of a Guarantee Period. This option is only available to Beneficiaries.

## ANNUITY TABLES

The attached tables show the dollar amount of the monthly payments for each \$1000 applied under the five options. Under Option 1, Option 2 or Option 3, the amount of each payment will depend upon the age of the Annuitant at the time the first payment is due. Under Option 4, the amount of each payment will depend upon the ages of both payees at the time the first payment is due.

## MINIMUM PAYMENT

The option elected must result in a payment of at least \$20.00. If at any time payments are less than \$20.00, We have the right to change the frequency to an interval resulting in a payment of at least \$20.00. If any amount due is less than \$20.00 per year, We may make other arrangements that are equitable to the Annuitant.

## GENERAL PROVISIONS

#### THE CONTRACT

The entire contract between You and Us consists of the contract and all attached pages.

#### CONTRACT CHANGES

The only way this contract may be changed is by a written endorsement signed by one of Our officers.

#### MISSTATEMENT

If Your or the Annuitant's date of birth was misstated, all benefits of this contract are what the Purchase Payment paid would have purchased at the correct age. Proof of the Annuitant's and Your ages may be filed at any time at the Our Office.

#### INCONTESTABILITY

We will not contest this contract from its Contract Date.

#### REQUIRED REPORTS

We will provide a report to You as often as required by law, but at least once in each Contract Year before the due date of the first annuity payment.

#### MORTALITY AND EXPENSES

Our actual mortality and expense experience will not affect the amount of any annuity payments or any other values under this contract.

#### NON-PARTICIPATING

This contract does not share in Our surplus earnings, so You will receive no dividends under it.

#### CONFORMITY WITH STATE AND FEDERAL LAWS

This contract is governed by the law of the state in which it is issued for delivery. Any paid-up annuity, Cash Surrender or death benefits that are available under this contract are not less than the minimum benefits required by the statutes of that state.

Upon receiving appropriate state approval, We may at any time make any changes, including retroactive changes, in this contract to the extent that the change is required to meet the requirements of any law or regulation issued by any governmental agency to which We or You are subject.

SINGLE PREMIUM  
INDIVIDUAL MODIFIED GUARANTEED ANNUITY CONTRACT  
TAX QUALIFIED

NON-PARTICIPATING

ENDORSEMENTS

## TAX SHELTERED ANNUITY QUALIFICATION RIDER

This endorsement is made a part of this contract in order to comply with Section 403(b) of the Internal Revenue Code. The following conditions, restrictions and limitations apply.

### OWNERSHIP - NONTRANSFERABLE

You may not sell, assign, or discount this contract or pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person or organization other than to Us. This provision supersedes any provisions of the contract which may be inconsistent with it.

### ELECTIVE DEFERRAL CONTRIBUTION LIMITS

In order to meet the qualification requirements of Code Section 403(b), elective deferral contributions may not exceed the limitations in effect under Code Section 402(g).

This rule is an individual limitation that applies to all elective deferral plans, contracts or arrangements in the aggregate.

### WITHDRAWAL RESTRICTIONS

To qualify as a contract which can defer compensation under a Code Section 403(b) plan or arrangement, the withdrawal restrictions under Code Section 403(b)(11) must be met.

Withdrawals attributable to contributions made pursuant to a salary reduction agreement may be paid only upon or after attainment of age 59 1/2, separation from service, death, total or permanent disability (as defined in Code Section 72(m)(7)) or in the case of hardship (as defined in the Treasury Regulations). The hardship exception applies only to the salary reduction contribution and not to any income attributable to such contribution.

These withdrawal restrictions apply to years beginning after December 31, 1988 but only with respect to assets other than those assets held as of the close of the last year beginning before January 1, 1989.

If contributions attributable to a custodial account described in Section 403(b)(7) of the Code are transferred to this contract, the following conditions, restrictions and limitations apply.

Withdrawals attributable to these transferred contributions may be paid only upon or after attainment of age 59 1/2, separation from service, death, or total and permanent disability (as defined in Code Section 72(m)(7)).

Withdrawals on account of hardship may be made only with respect to assets attributable to a custodial account as of the close of the last year beginning before January 1, 1989 and amounts contributed thereafter under a salary reduction agreement but not to any income attributable to such contributions.

### MANDATORY DISTRIBUTION REQUIREMENTS

In order to meet the qualification requirements of Code Section 403(b), all plans must meet the required mandatory distribution rules in Code Section 401(a)(9).

Code Section 401(a)(9) states that a plan will not be qualified unless the entire interest of each employee is distributed to such employee not later than the "required beginning date" or over the life or life expectancy of such employee or over the lives or joint life expectancy of such employee and a designated Beneficiary. Generally, the "required beginning date" means April 1 of the calendar year following the calendar year in which the employee attains age 70 1/2.

If the employee dies before his/her entire interest has been distributed, the remaining interest must be paid out at least as rapidly as it was being paid out under the method of payment in effect at the time of death. If the employee dies before the distribution of his/her entire interest has begun, the entire interest must be distributed within five years after the employee's death or an annuity payable over no longer than life or life expectancy must be distributed to an electing designated Beneficiary starting within one year of the employee's death. A spousal designated Beneficiary may elect to defer

distributions until the employee would have attained the age of 70 1/2.

#### ELIGIBLE ROLLOVERS AND OTHER ROLLOVERS

To the extent You are otherwise eligible for a distribution under this contract, and provided the distribution is an eligible rollover distribution, You may elect to have such distribution or a portion of it paid directly to an eligible retirement plan. You must specify the eligible retirement plan to which such distribution is to be paid in a form and at such time acceptable to Us. Such distribution shall be made in the form of a direct transfer to the eligible retirement plan so specified. Contract surrender penalties and/or market value adjustments may apply to all rollovers.

Previously taxed amounts in this contract are not eligible for rollover. Amounts that are rolled over are not taxed generally until later distributed. An eligible rollover distribution includes generally any taxable distribution or portion thereof from this contract except:

a. any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually and made to You for life or life expectancy or to You and Your joint life beneficiary for joint lives or life expectancies, or for a specified period of 10 years or more, or

b. any distribution which is a required distribution as described above under "MANDATORY DISTRIBUTION REQUIREMENTS".

An eligible retirement plan includes an individual retirement annuity or account described in Code Section 408. It also includes a qualified annuity plan under Code Section 403(a) or a qualified trust under Code Section 401(a), or a tax sheltered annuity plan or arrangement under Code Section 403(b), provided they accept eligible rollovers and are defined contribution plans.

If You receive a distribution that is eligible for rollover but You receive the check directly, then mandatory income tax withholding will be taken from the distribution. You may roll over the balance to an individual retirement annuity or account within 60 days of receipt, and may make up the amount withheld from other sources in the rollover in order to roll over the maximum without possible early distribution tax penalty on the amount of the tax withholding.

#### ADMINISTRATIVE COMPLIANCE

If changes in the Code and related law, regulations and rulings require a distribution greater than described above in order to keep this annuity qualified under the Code, We will administer the contract in accordance with these laws, regulations and rulings. We will provide you with a revised rider describing any necessary changes, following all required regulatory approvals.

THE TRAVELERS LIFE AND ANNUITY COMPANY

Chairman

INDIVIDUAL RETIREMENT ANNUITY QUALIFICATION RIDER

As requested by the You, this contract is amended as follows to qualify as an Individual Retirement Annuity (IRA) under Section 408(b) of the Internal Revenue Code of 1986, as amended.

I. EXCLUSIVE BENEFIT

This contract is established for the exclusive benefit of You or Your Beneficiaries.

II. PROHIBITION OF ASSIGNMENT OR LOAN

This contract shall not be pledged or otherwise encumbered and it shall not be sold, assigned or otherwise transferred to any person or entity other than Us. No loans shall be made under this contract.

III. LIMITATION ON PURCHASE PAYMENTS

Notwithstanding the provisions of the contract and except in the case of a rollover contribution (as permitted by Section 402(c), 403(a)(4), 403(b)(8), or 408(d)(3) of the Code) or a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) program as described in Section 408(k) of the Code, the total contributions shall not exceed the lesser of \$2,000 or 100% of compensation for any taxable year. In the case of a spousal IRA, the maximum contribution shall not exceed the lesser of \$2,250 or 100% of compensation, but no more than \$2,000 can be contributed to either spouse's IRA. In the case of a Simplified Employee Pension Plan qualifying under Section 408(k), the annual contribution under the contract may not exceed the lesser of \$30,000 or 15% of compensation. No contribution will be accepted unless it is in cash.

The Purchase Payment under this contract is not fixed. Any refund of Purchase Payment (other than those attributable to excess contributions) will be applied, before the close of the calendar year following the year of the refund.

IV. COMPENSATION

Compensation means wages, salaries, professional fees, or other amounts derived from or received from personal service actually rendered (including, but not limited to, commissions) and includes earned income as defined in Code Section 401(c)(2). Compensation does not include amounts received as earnings or profits from property or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument.

V. DISTRIBUTION OF BENEFITS

Notwithstanding any provision of this contract to the contrary, the distribution of an individual's interest shall be made in accordance with the minimum distribution requirements of Section 408(a)(6) or Section 408(b)(3) of the Code and the regulations thereunder, including the incidental death benefit provisions of Section 1.401(a)(9)-2 of the proposed regulations, all of which are herein incorporated by reference.

Your entire interest in the account must be distributed, or begin to be distributed, by Your required beginning date, which is the April 1 following the calendar year in which You reach age 70 1/2. For each succeeding year, a distribution must be made on or before December 31. By the required beginning date You may elect to have the balance in the account distributed in one of the following forms:

1. a single sum payment;
2. equal or substantially equal payments over Your life;
3. equal or substantially equal payments over the lives of You and Your designated Beneficiary;
4. equal or substantially equal payments over a specified period that may not be longer than Your life expectancy;

5. equal or substantially equal payments over a specified period that may not be longer than the joint life and last survivor expectancy of You and Your designated Beneficiary.

Minimum Amounts to be Distributed.

-----

If Your interest is to be distributed in other than a lump sum or substantially equal amounts as discussed above, then the amount to be distributed each year, commencing at Your required beginning date, must be at least an amount equal to the quotient obtained by dividing Your entire interest by Your life expectancy or the joint and last survivor expectancy of You and Your designated Beneficiary.

Life expectancy and joint and last survivor expectancy are computed by use of the return multiples contained in section 1.72-9 of the Income Tax Regulations. For purposes of this computation, the Your life expectancy may be recalculated no more frequently than annually; however, the life expectancy of a nonspouse Beneficiary may not be recalculated.

If Your designated Beneficiary is not Your spouse, then the minimum amount required to be distributed shall be the greater of the amount determined above, or the amount determined under the incidental benefit rules set forth in Treasury Regulation Section 1.401(a)(9)-2.

#### VI. DEATH

-----

If You die before Your entire interest is distributed, the entire remaining interest will be distributed as follows:

1. If You die on or after distributions have begun under the DISTRIBUTION OF BENEFITS section, the entire remaining interest must be distributed at least as rapidly as provided under the DISTRIBUTION OF BENEFITS section.
2. If You die before distributions have begun under the DISTRIBUTION OF BENEFITS section, the entire remaining interest must be distributed as elected by You, or, if You have not so elected, as elected by the Beneficiary or Beneficiaries, as follows:
  - a. by December 31st of the year containing the fifth anniversary of Your death; or
  - b. in equal or substantially equal payments over the life or life expectancy of the designated Beneficiary or Beneficiaries starting by December 31st of the year following the year of Your death. If, however, the Beneficiary is Your surviving spouse, then this distribution is not required to begin before December 31st of the year in which You would have turned 70 1/2.

If Your surviving spouse dies before distributions begin, he or she shall be treated as the IRA Contract Owner and the restrictions in the preceding paragraph shall apply.

Unless otherwise elected by You prior to the commencement of distributions under the DISTRIBUTION OF BENEFITS section or, if applicable, by the surviving spouse where You die before distributions have commenced, life expectancies of You or Your spousal Beneficiary shall be recalculated annually for purposes of distributions under the DISTRIBUTION OF BENEFITS section and the DEATH section. An election not to recalculate shall be irrevocable and shall apply to all subsequent years. The life expectancy of a non-spouse Beneficiary shall not be recalculated.

#### VII. ALTERNATIVE CALCULATION METHOD

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An individual may satisfy the minimum distribution requirements under section 408(a)(6) and 408(b)(3) of the Code by receiving a distribution for one IRA that is equal to the amount required to satisfy the minimum distribution requirements for two or more IRAs. For this purpose, the owner of two or more IRAs may use the "alternative method" described in Notice 88-38, 1988-1 C.B. 524, to satisfy the minimum distribution requirements described above.

#### VIII. NONFORFEITABLE

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Your entire interest in this contract is nonforfeitable.

#### IX. NONTRANSFERABLE

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This contract is not transferable.

#### X. ROLLOVERS

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- A. Subject to subparagraphs (B) and (C) hereof, and the limitations stated in the contract, you may transfer to this contract your interest in any of the following:
  1. the entire amount, or any portion thereof, under any other individual retirement account or individual retirement annuity qualified under Section 408 of the Code;

2. the entire amount, or any portion thereof, excluding nondeductible employee voluntary contributions, under a trust described in Section 401(a) of the Code which is exempt from tax under Section 501(a) of the Code or under a qualified annuity plan described in Section 403(a) of the Code.
  3. the entire amount or any portion thereof to which you are entitled under a tax sheltered annuity described in Section 403(b) of the Code, excluding nondeductible employee voluntary contributions.
  4. distributions You roll over from retirement plans or arrangements described in A.2. and A.3. above to this contract must be completed by means of a direct transfer or rollover in accordance with Code Section 401(a)(31) in order to avoid mandatory 20% income tax withholding from the distribution and a possible 10% additional tax penalty under Code Section 72(t). You may replace amounts withheld from other sources to complete the full rollover, but the 10% penalty may continue to be due, if you do not specify that the transfer of the distribution be conducted by direct transfer or rollover.
- B. You shall not make a rollover under subparagraph (A)(1) hereof during the 12 month period commencing on the date you last made a rollover contribution of the type described in subparagraph (A)(1).
- C. We must receive any amount which qualifies for a rollover within 60 days after You receive the distribution.

XI. DISTRIBUTIONS PRIOR TO AGE 59 1/2  
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Except in the event of Your death, disability or attainment of age 59 1/2, We must receive from You a declaration of Your intention as to the disposition of the amounts distributed before making any distribution from this contract.

XII. REPORTS  
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As the issuer of this contract, We will furnish reports concerning the status of the annuity at least annually.

XIII. DISABILITY PAYMENTS  
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If the contract contains a Rider for waiver of premium and disability payment benefits, any disability payments provided for in the Contract Specifications will be applied as a purchase payment under the contract.

XIV. AMENDMENT  
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This contract may be amended by Us at any time to maintain its qualified status under Section 408(b) of the Code, following all required regulatory approvals. Any such amendment may be made retroactively effective if necessary or appropriate to conform to the requirements of the Code (or any State law granting IRA tax benefits.)

THE TRAVELERS LIFE AND ANNUITY COMPANY

Chairman

#### DISTRIBUTION FROM A PENSION/PROFIT SHARING PLAN QUALIFICATION RIDER

The following conditions, restrictions and limitations apply to this contract if it has been issued as an annuity contract as described in Section 401(g) of the Internal Revenue Code.

#### OWNERSHIP - NON-TRANSFERABLE

You may not sell, assign, or discount this contract or pledge this contract as collateral for a loan or as security for the performance of an obligation or for any other purpose, to any person or organization other than Us; provided, however, the restrictions of this provision will not apply to the Trustee of any Trust described in Section 401(a) or the Administrator of any Annuity Plan described in Section 403(a) of the Code. This provision supersedes any provisions of the contract which may be inconsistent with it.

#### MANDATORY DISTRIBUTION RESTRICTIONS

In order to meet the qualification requirements of Code Section 401(a), all plans must meet the required mandatory distribution rules in Code Section 401(a)(9).

Code Section 401(a)(9) states that a plan will not be qualified unless the entire interest of each employee is distributed to such employee no later than the "required beginning date" or over no longer than the life or life expectancy of such employee or the lives or joint life expectancy of such employee and a designated Beneficiary. Generally, the "required beginning date" means April 1 of the calendar year following the calendar year in which the employee attains age 70 1/2.

If the employee dies before his/her entire interest has been distributed, the remaining interest must be paid out at least as rapidly as under the method of payment in effect at the time of death. If the employee dies before the distribution of his/her entire interest has begun, the entire interest must be distributed within five years after the employee's death or an annuity payable over no longer than life or life expectancy must be distributed to an electing designated Beneficiary starting within one year of the employee's death. A spousal designated Beneficiary may elect to defer distributions until the employee would have attained the age of 70 1/2.

#### ANNUITIES DISTRIBUTED UNDER QUALIFIED PLANS

If the applicant for this contract requested that it be issued to comply with Section 401(a) of the Code, and this contract has subsequently been transferred to the Annuitant, the following conditions, restrictions and limitations apply to this contract in addition to the above.

#### Spousal Consent

Death Benefit - If the Annuitant dies while the contract continues and the Annuitant has a spouse at the time of the Annuitant's death, We will pay the death benefit to a person other than the spouse of the Annuitant only if proof of spousal consent, which meets the requirements of Section 417 of the Code, is furnished to Us.

If the Beneficiary is not the spouse and such spousal consent is not furnished, We will pay 50% of the death benefit to the spouse. We will pay the balance of the death benefit to the Beneficiary.

Cash Surrender - Before the due date of the first Annuity Payment, 1) if You do not have a spouse and without the consent of any Beneficiary unless irrevocably named; or, 2) if You do have a spouse then only with the written consent of Your spouse, as required by Section 417 of the Code; We will pay to You all or any portion of the Cash Surrender Value of the contract upon receipt of your Written Request for it.

Settlement Option - If the Annuitant is living on the Maturity Date, payment must be made in accordance with Option 4 under ANNUITY OPTIONS unless you elect another form of annuity option and furnish us a qualified election which meets the requirements of Section 417 of the Code.

THE TRAVELERS LIFE AND ANNUITY COMPANY

Chairman



March 27, 1995

The Travelers Life and Annuity Company  
One Tower Square  
Hartford, Connecticut 06183

Gentlemen:

With reference to the Registration Statement on Form S-2 filed by The Travelers Life and Annuity Company with the Securities and Exchange Commission covering Modified Guaranteed Annuity contracts, I have examined such documents and such law as I have considered necessary and appropriate, and on the basis of such examination, it is my opinion that:

1. The Travelers Life and Annuity Company is duly organized and existing under the laws of the State of Connecticut and has been duly authorized to do business and to issue variable annuity contracts by the Insurance Commissioner of the State of Connecticut.
2. The modified guaranteed annuity contracts covered by the above Registration Statement, and all pre- and post-effective amendments relating thereto, have been or will be approved and authorized by the Insurance Commissioner of the State of Connecticut and when issued such contracts will be valid, legal and binding obligations of The Travelers Life and Annuity Company.

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement and to the reference to this opinion under the caption "Legal Proceedings and Opinion" in the Prospectus constituting a part of the Registration Statement.

Very truly yours,

/s/Ernest J. Wright  
-----  
Ernest J. Wright  
General Counsel  
Life and Annuities Division  
The Travelers Life and Annuity Company

March 27, 1995

The Travelers Insurance Company  
One Tower Square  
Hartford, Connecticut 06183

Gentlemen:

With reference to the Registration Statement on Form S-2 filed by The Travelers Insurance Company with the Securities and Exchange Commission covering Modified Guaranteed Annuity contracts, I have examined such documents and such law as I have considered necessary and appropriate, and on the basis of such examination, it is my opinion that:

1. The Travelers Insurance Company is duly organized and existing under the laws of the State of Connecticut and has been duly authorized to do business and to issue variable annuity contracts by the Insurance Commissioner of the State of Connecticut.

2. The Limited Guarantee of the modified guaranteed annuity contracts covered by the above Registration Statement, and all pre- and post-effective amendments relating thereto, have been or will be approved and authorized by the Insurance Commissioner of the State of Connecticut and when issued such Guarantee will be a valid, legal and binding obligation of The Travelers Insurance Company.

I hereby consent to the filing of this opinion as an exhibit to the above-referenced Registration Statement and to the reference to this opinion under the caption "Legal Proceedings and Opinion" in the Prospectus constituting a part of the Registration Statement.

Very truly yours,

/s/Ernest J. Wright

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Ernest J. Wright  
General Counsel  
Life and Annuities Division  
The Travelers Insurance Company



MODIFIED GUARANTEED ANNUITY CONTRACTS  
"MGA II"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Charles O. Prince, III of Weston, Connecticut, director of The Travelers Life and Annuity Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form S-2 or other appropriate form under the Securities Act of 1933 for Modified Guaranteed Annuity Contracts to be offered by the Company and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of February, 1995.

/s/Charles O. Prince, III  
Director  
The Travelers Life and Annuity Company

MODIFIED GUARANTEED ANNUITY CONTRACTS  
"MGA II"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert I. Lipp of Scarsdale, New York, director of The Travelers Life and Annuity Company (hereafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form S-2 or other appropriate form under the Securities Act of 1933 for Modified Guaranteed Annuity Contracts to be offered by the Company and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 9th day of February, 1995.

/s/Robert I. Lipp  
Director  
The Travelers Insurance Company

MODIFIED GUARANTEED ANNUITY CONTRACTS  
"MGA II"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, MICHAEL A. CARPENTER of Greenwich, Connecticut, Chairman of The Travelers Life and Annuity Company (hereinafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form S-2 or other appropriate form under the Securities Act of 1933 for Modified Guaranteed Annuity Contracts to be offered by the Company and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 3rd day of February, 1995.

/s/Michael A. Carpenter  
Chairman  
The Travelers Life and Annuity Company

MODIFIED GUARANTEED ANNUITY CONTRACTS  
"MGA II"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Donald T. DeCarlo of Douglaston, New York, director of The Travelers Life and Annuity Company (hereinafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form S-2 or other appropriate form under the Securities Act of 1933 for Modified Guaranteed Annuity Contracts to be offered by the Company and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of April, 1995.

/s/ Donald T. DeCarlo  
Director  
The Travelers Life and Annuity Company

MODIFIED GUARANTEED ANNUITY CONTRACTS  
"MGA II"

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS:

That I, Irwin R. Ettinger of Stamford, Connecticut, director of The Travelers Life and Annuity Company (hereinafter the "Company"), do hereby make, constitute and appoint JAY S. FISHMAN, Director and Chief Financial Officer of said Company, and ERNEST J. WRIGHT, Assistant Secretary of said Company, or either one of them acting alone, my true and lawful attorney-in-fact, for me, and in my name, place and stead, to sign registration statements on behalf of said Company on Form S-2 or other appropriate form under the Securities Act of 1933 for Modified Guaranteed Annuity Contracts to be offered by the Company and further, to sign any and all amendments thereto, including post-effective amendments, that may be filed by the Company on behalf of said registrant.

IN WITNESS WHEREOF, I have hereunto set my hand this 13th day of February, 1995.

/s/Irwin R. Ettinger  
Director  
The Travelers Life and Annuity Company

