



## ING Life Insurance and Annuity Company

One Orange Way  
Windsor, Connecticut 06095-4774  
800-525-4225

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

### Group Combination Deferred Annuity Contract (Nonparticipating)

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

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

### Specifications

Plan  
LEDYARD PUBLIC SCHOOLS 403B PLAN

Type of Plan  
ING CUSTOM CHOICE VOLUNTARY TDA

Contract Holder  
LEDYARD PUBLIC SCHOOLS 403B PLAN

Group Annuity Contract Number  
VFR200

Contract Effective Date  
FEBRUARY 20, 2008

### Right to Cancel

The Contract Holder may cancel this Contract within 10 calendar days of receiving it by returning it to the Company at the address shown above, or to the agent from whom it was purchased. Within seven calendar days of receiving the cancellation request at its Home Office, the Company will return any Contributions received, plus any increase, or minus any decrease in value, on the amount, if any, allocated to the Separate Account.

Signed at the Home Office on the Effective Date.

President

Secretary

THE VARIABLE FEATURES OF THIS CONTRACT ARE DESCRIBED IN SECTIONS 3 AND 11.

**All payments and values provided by the group Contract, when based on the investment experience of the Separate Account, are variable and are not guaranteed as to fixed dollar amount. Amounts allocated to the Guaranteed Accumulation Account, if withdrawn before a guaranteed term maturity date, may be subject to a market value adjustment. The market value adjustment may result in an increase, or a decrease, in the Individual Account value.**



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## **Contract Schedule I Accumulation Phase**

### **Control of Contract** (see 1.03)

This is a Contract between the Contract Holder and the Company only to satisfy the purchase requirements of Code Section 403(b)(1). The Contract Holder has no right, title, or interest in the value of Individual Accounts established under the Contract.

Participants own all amounts held in their Individual Accounts and may make any choices allowed under the Contract.

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

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

### **Maintenance Fee** (see 1.16)

The maintenance fee for each Individual Account is \$0.00 as of the Effective Date of the Contract and is subject to change (see 1.18). The fee will never exceed \$30.00.

### **Contribution Limits** (see 2.01)

Each year, Contributions to the Contract are limited to the lesser of:

- (a) The maximum exclusion allowance (MEA) limit under Code Section 403(b); or
- (b) The amount set forth in Code Section 415, generally, 25% of compensation up to \$30,000.

In addition, salary reduction Contributions as defined in Code Section 402(g) may not exceed \$10,000, or such larger amount as adjusted by the Secretary of the Treasury, unless the alternative limitation under Code Section 402(g)(8) applies.

### **Separate Account** (see 3.01)

Variable Annuity Account C

**Daily Charges to the Separate Account** (see 3.07)

Charges to the Separate Account are subject to change (see 1.18). The charges as of the Effective Date of the Contract are as follows:

Mortality and Expense Risk Charge: 0.75% (annual basis)  
This charge will never exceed 1.50% (annual basis)

Administrative Charge: 0.00% (annual basis)  
This charge will never exceed 0.25% (annual basis)

ING GET Fund Guarantee Charge: If applicable, the charge will be provided to the Contract Holder and will never exceed 0.75% (annual basis)

**Fixed Interest Options Available** (see Section 5, Section 6, and Section 7)

Guaranteed Accumulation Account  
Fixed Plus Account

**Fixed Account Minimum Guaranteed Interest Rate** (see 5.01)

The interest rate will never be less than 3% (annual basis).

**Fixed Account Annual Transfer Limit** (see 5.02)

10%

**Fixed Plus Account Minimum Guaranteed Interest Rate** (see 6.01)

The interest rate will never be less than 3% (annual basis).

**Fixed Plus Account Annual Transfer and Partial Withdrawal Limit** (see 6.02 and 6.03)

20%

**Waiver of Fixed Plus Account Transfer Limit** (see 6.02)

\$2,000

**Waiver of Fixed Plus Account Full Withdrawal Provision** (see 6.05)

When a full withdrawal is requested, payment from the Fixed Plus Account is not limited as described in 6.04 when the withdrawal is made:

- (a) When the amount in the Fixed Plus Account is \$5,000 or less (or, if applicable, as otherwise allowed by the Plan for lump-sum cash-out without Participant consent) and during the previous 12 months no amounts have been withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments;
- (b) Due to a Participant's death before Annuity payments begin and paid within six months of the Participant's death;
- (c) As provided in Section 8.09;
- (d) To purchase Annuity payments on a life-contingent basis or payments for a stated period on a fixed-only basis;
- (e) When a Participant is separated from service, and when:
  - (1) Separation from service is documented in a form acceptable to us;
  - (2) The amount is paid directly to the Participant; and
  - (3) The amount paid for all withdrawals due to separation from service during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period; or
- (f) Due to financial hardship as defined in the Code, and when:
  - (1) If applicable, certified by the employer;
  - (2) The amount is paid directly to the Participant; and
  - (3) The amount paid for all withdrawals due to financial hardship during the previous 12 months does not exceed 20% of the average value of all Individual Accounts under the Contract during that period.

**Guaranteed Accumulation Account Minimum Guaranteed Interest Rate** (see 7.02)

The interest rate will never be less than 3% (annual basis).

**Withdrawal Restrictions Under the Code** (see 8.03)

Limitations apply to partial and full withdrawals of the "restricted amount" from this Contract as required by Code Section 403(b)(11). The restricted amount is the sum of:

- (1) Contributions attributable to a Participant's salary reduction Contributions made on and after January 1, 1989; plus
- (2) The net increase, if any, in the Individual Account value after December 31, 1988 attributable to investment gains and losses and credited interest.

The restricted amount may be partially or fully withdrawn only if one or more of the following conditions are met. The Participant has:

- (a) Separated from service when certified by the employer;
- (b) Attained age 59 1/2;
- (c) Died;
- (d) Become disabled, as defined by the Code;
- (e) Experienced financial hardship as defined by the Code. The amount available for financial hardship is limited to the lesser of the amount necessary to satisfy the need or the Contributions attributable to Participant salary reduction Contributions made on or after January 1, 1989; or
- (f) Met other circumstances as otherwise allowed by federal law, regulations or rulings.

No withdrawal restrictions apply to salary reduction Contributions and earnings credited to such Contributions on or before December 31, 1988.

In addition, any portion of an Individual Account representing amounts transferred under Internal Revenue Service Revenue Ruling 90-24 from a Code Section 403(b)(7) custodial account will be subject to the restrictions set forth in Code Section 403(b)(7)(A)(ii).

**Withdrawal Charge** (see 8.04)

For each withdrawal from an Individual Account, we may deduct a withdrawal charge. This charge is a percentage of the amount withdrawn. The withdrawal charge is as follows:

<u>Number of Completed Contribution Periods</u>	<u>Withdrawal Charge</u>
Fewer than 5	5%
5 or more, but fewer than 7	4%
7 or more, but fewer than 9	3%
9 or more, but fewer than 10	2%
10 or more	0%

The number and amount of Contributions that constitute a contribution period is chosen by the Contract Holder or a Participant, as applicable. The number of periods may not be greater than the number of whole years since the Effective Date of the Contract or any exchanged Contract.

The withdrawal charge will never exceed 8.5% of total Contributions, or the maximum permitted by National Association of Securities Dealers, Inc. (NASD) rules.

**Waiver of Withdrawal Charge (see 8.05)**

The withdrawal charge does not apply when the withdrawal is:

- (a) Used to purchase Annuity payments;
- (b) Used to purchase a single premium immediate Annuity or individual retirement Annuity issued by the Company or one of its affiliates, provided that the right to cancel under the new Contract is not exercised. We will treat exercise of the right to cancel as a reinstatement and any subsequent withdrawal may then be subject to the withdrawal charge applicable on the date of the withdrawal;
- (c) Under a systematic distribution option (see 8.08);
- (d) In an amount equal to or less than 10% of the Individual Account value when the withdrawal is the first withdrawal request in a calendar year and is made to a Participant who has attained age 59 1/2 and is less than age 70 1/2 (not available when a systematic distribution option is in effect). Any outstanding loans are not included in the Individual Account value when determining the 10% amount. This waiver does not apply to full withdrawals or to a withdrawal due to a loan default;
- (e) When we terminate an Individual Account as provided in 8.09;
- (f) When the Individual Account value is \$5,000 or less (or, if applicable, as otherwise allowed by the Plan for lump-sum cash-out without Participant consent) and during the previous 12 months no amounts have been withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments;
- (g) Due to the transfer of the Individual Account value to another contract issued by the Company for the Plan, subject to various conditions agreed to by the Contract Holder and the Company;
- (h) Due to a Participant's death before Annuity payments begin;
- (i) To a Participant who is separated from service when certified by the employer;
- (j) Due to financial hardship as defined in the Code; or
- (k) For a transfer as provided under Internal Revenue Service Ruling 90-24 to a Company Code Section 403(b)(7) custodial account.

**Required Distributions (see 8.07)**

Generally, for Contributions made and earnings credited after December 31, 1986, distribution must begin by April 1 of the calendar year following the later of (1) the calendar year in which a Participant attains age 70 1/2, or (2) retires. For Individual Account values as of December 31, 1986, distribution must begin by the last day of the year in which a Participant attains age 75 or retires, whichever is later.

The entire Individual Account value must be distributed, or begin to be distributed, over the life or life expectancy of a Participant, or the joint life expectancies of a Participant and a beneficiary.

**Individual Account Termination Amount (see 8.09)**

\$5,000

**Loans (see 9.01)**

Loans are available under this Contract.

**Contract Beneficiary (see 10.02)**

The Contract beneficiary is named by the Participant.

## **Contract Schedule II Annuity Phase**

### **Payment Period (see 11.03)**

The period for which we will guarantee Annuity payments must be at least five years and no more than 30 years.

### **Mortality Table (see 11.04)**

Society of Actuaries' 1983 Table a

### **Maximum Number of Funds (see 11.06)**

The maximum number of Funds is four.

### **Fixed Annuity Minimum Guaranteed Interest Rate (see 11.07)**

3% (annual basis)

### **Number of Annual Transfers Among Funds (see 11.09)**

Each calendar year, we allow twelve transfers among funds.

### **Daily Charges to the Separate Account (see 11.14)**

Charges to the Separate Account will never be more than the following:

Mortality and Expense Risk Charge: 1.25% (annual basis)

Administrative Charge: 0.25% (annual basis)

**Fund**

A variable Investment Option available under this Contract. The Funds are open-end registered investment management companies (mutual funds) in which the Separate Account invests.

**General Account**

The account that holds our assets other than those held in the Separate Account or Nonunitized Separate Account.

**Guaranteed Accumulation Account (GAA)**

A Fixed Interest Option that may be available during the Accumulation Phase. Under this option, we guarantee specified rates of interest for specified periods of time. Amounts allocated to the Guaranteed Accumulation Account are held in the Nonunitized Separate Account.

**Good Order**

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

**Home Office**

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

**Individual Account**

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

**Investment Options**

The Funds and Fixed Interest Options available under this Contract.

**Maturity Date**

The last day of a GAA guaranteed term or the last day of the guarantee period of an ING GET Fund series.

**Nonunitized Separate Account**

A separate account that holds assets allocated to the Guaranteed Accumulation Account.

**Participant**

A person who is covered under the retirement Plan or program for which this Contract is issued and who has an interest in this Contract.

**Plan**

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

**Premium Tax**

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

**Separate Account**

An account that buys and holds shares of the Funds through its subaccounts.

**Valuation Date**

The date and time at which accumulation unit values and Annuity unit values are calculated. Currently, this calculation is made after the close of business of the New York Stock Exchange on any normal business day, Monday through Friday, that the New York Stock Exchange is open.



## **Section 1. General Contract Provisions**

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### **1.01 Entire Contract**

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

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

### **1.02 Nonparticipating Contract**

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

### **1.03 Control of Contract**

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

### **1.04 Certificate**

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

### **1.05 Incontestability**

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

### **1.06 Grace Period**

Except as provided in 8.09, this Contract and all Individual Accounts will remain in effect even if Contributions are not continued.

### **1.07 Change of Contract**

Only a Company officer at the level of Vice President or higher, or an officer with written delegation of authority from a Vice President or higher officer, may change the terms of this Contract. No other Company officer, employee, agent or representative can change this Contract.

Except as noted below, this Contract may be changed at any time by written mutual agreement between the Contract Holder and the Company. For changes we initiate requiring Contract Holder consent, we notify the Contract Holder 60 calendar days in advance of the change and consider that the Contract Holder has agreed to the change unless we receive written notice that the Contract Holder does not agree to the change at least 30 calendar days before the date the change becomes effective.

If we propose a change requiring Contract Holder consent and the Contract Holder does not agree to the change, we have the right to not establish new Individual Accounts and to stop accepting Contributions to existing Individual Accounts.

We will not reduce the minimum guaranteed interest rate for the Fixed Account and the Fixed Plus Account.

We have the right to change the following without Contract Holder consent:

(a) **Net Investment Factor (see 3.06)**

We may change the net investment factor by notifying the Contract Holder in writing at least 30 calendar days before the change becomes effective. If we do this, the change will apply only to Individual Accounts established, and Contributions received, after the date the change becomes effective.

- (b) **Guaranteed Accumulation Account (GAA) market value adjustment (see 7.09)**  
We may change the GAA market value adjustment by notifying the Contract Holder in writing at least 90 calendar days before the change becomes effective. If we do this, the change will apply only to guaranteed terms offered in deposit periods after the date the change becomes effective.
- (c) **Systematic Distribution Options (see 8.08)**  
We may change systematic distribution options by notifying the Contract Holder in writing at least 30 calendar days before the change becomes effective. If we do this, the change will not apply to Participants or beneficiaries receiving payments under an option before the date the change becomes effective.
- (d) **Annuity Options (see 11.03)**  
We may change Annuity options by notifying the Contract Holder in writing at least 30 calendar days before the date the change becomes effective. If we do this, the change will not take effect until at least 12 months after the Effective Date of the Contract, or until at least 12 months after any previous change. Any change will not apply to Participants or beneficiaries receiving Annuity payments before the date the change becomes effective.
- (e) **Mortality Table (see 11.04)**  
We may change the mortality table by notifying the Contract Holder in writing at least 30 calendar days before the date the change becomes effective. If we do this, the new table will not apply to Individual Accounts established before the date the change becomes effective.

In addition, we may change this Contract as required to comply with state and federal law without Contract Holder consent by notifying the Contract Holder at least 30 calendar days before the date the change becomes effective.

Any unilateral change will not apply to Individual Accounts established before the date the change becomes effective, but will apply to Individual Accounts established on or after the date the change becomes effective. If we make a unilateral change, the Contract Holder or Participants, as applicable, are permitted to terminate participation in the Contract before the date the change becomes effective under the terms of the Contract in effect prior to the date the change becomes effective.

As required by law, we will make any change of Contract by endorsement, which may be subject to regulatory approval in the state where the Contract is delivered.

#### **1.08 Payments**

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

#### **1.09 Deferral of Payment**

We may defer payment up to a period of six months or as otherwise provided by state and/or federal law.

#### **1.10 Proof of Age**

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

#### **1.11 Evidence of Survival**

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

#### **1.12 Misstatements and Adjustments**

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

#### **1.13 Reports**

Each calendar year we provide the Contract Holder or a Participant, as applicable, with a report of the Individual Account value. We also provide an annual report for the Separate Account.

#### **1.14 State Laws**

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

#### **1.15 Claims of Creditors**

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

#### **1.16 Maintenance Fee**

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

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

The fee, if any, is deducted proportionately from each Investment Option in which the Individual Account is invested on the anniversary of the Individual Account Effective Date. The fee is also deducted if the entire Individual Account value is withdrawn.

If a Participant has more than one Individual Account, we may deduct the fee proportionately from all Individual Accounts. We may eliminate the fee for an Individual Account established with one lump-sum Contribution.

#### **1.17 Charges for Additional Services**

At the request of the Contract Holder, we or our authorized representatives, may provide administrative services to the Plan. We reserve the right to charge for such services.

#### **1.18 Charges Subject to Change**

The maintenance fee (see 1.16) and charges to the Separate Account during the Accumulation Phase (see 3.07) may vary (increase, decrease, or be eliminated) based on the total assets held in all Individual Accounts under the Contract. In determining total assets, we may aggregate Individual Accounts established under different Company Contracts. The aggregate amount is equal to the sum of assets in all Individual Accounts under this Contract, plus the value of Individual Accounts under other Company Contracts of the same class issued to the Contract Holder. We may determine the amount of the maintenance fee and/or charges to the Separate Account based on total assets on an annual basis. We will determine initial charges based on our estimate of the amount that will be allocated to the Contract during a period mutually agreed upon by the Contract Holder and us.

## **Part I. Accumulation Phase**

### **Section 2. Contributions and Individual Account Value**

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#### **2.01 Contributions**

We allocate Contributions in whole percentages among the Investment Options available as directed by the Contract Holder or a Participant, as applicable. Changes in future Contribution allocation may be made at any time without charge. The Contract Holder or a Participant, as applicable, may also establish an Individual Account with one lump sum Contribution.

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

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

#### **2.02 Premium Tax**

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

#### **2.03 Individual Account**

We will establish an Individual Account for each Participant.

If required, we will provide accounts that distinguish between employer and employee Contributions for each Participant.

#### **2.04 Experience Credit**

We may apply experience credits (investment, administrative, mortality or other) under this Contract and may apply such credits as:

- (a) A reduction in the maintenance fee;
- (b) A reduction in the mortality and expense risk charge to the Separate Account;
- (c) A reduction in the administrative charge to the Separate Account; and
- (d) An increase in a Fixed Interest Option interest rate.

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

#### **2.05 Individual Account Value**

As of the most recent Valuation Date, the Individual Account value is equal to the total of all Contributions:

- (a) Plus any interest added on the amount, if any, allocated to a Fixed Interest Option(s);
- (b) Plus or minus the investment experience on the amount, if any, held in the Separate Account;
- (c) Minus any applicable maintenance fees, any amounts withdrawn, or used to purchase Annuity payments, or any applicable premium tax; and
- (d) Minus any applicable fees or charges deducted.

## Section 3. Separate Account

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### 3.01 General

The Separate Account, established under Title 38a, Section 38a-433 of the Connecticut General Statutes, buys and holds shares of the Funds available under the Contract. The Separate Account is registered as a unit investment trust under the Investment Company Act of 1940.

We own the assets held in the Separate Account; we are not a trustee of those assets. Income, gains or losses, realized or unrealized, are credited to or charged against the Separate Account without regard to our other income, gains or losses. Separate Account assets, to the extent of reserves and other Contract liabilities, cannot be charged with liabilities arising out of any other business we conduct.

### 3.02 Funds Available

We reserve the right to limit the number of Funds in which an Individual Account may be invested, at one time or cumulatively, during the Accumulation Phase and/or Annuity Phase.

### 3.03 Change or Substitution of Funds

We reserve the right to stop offering any Fund or to add Funds. We may substitute shares of a Fund for shares of another Fund. We will provide the Contract Holder with reasonable advance notice of any elimination, addition or substitution of a Fund. If the Plan is subject to ERISA, we will seek Contract Holder consent in advance of any Fund substitution. Consent will be deemed given unless, following notice of substitution and within a prescribed time period, the Contract Holder notifies us in writing that it does not consent and provides us with alternative investment instructions for the shares that would otherwise be affected by the substitution.

### 3.04 Accumulation Units

Each Contribution allocated to one or more of the Funds is credited to an Individual Account as accumulation units. The number of accumulation units is calculated by dividing the amount of the Contribution allocated to the Fund by the accumulation unit value (see 3.05) as of the next Valuation Date following our receipt of the Contribution in Good Order at our Home Office.

### 3.05 Accumulation Unit Value

The value of each accumulation unit for any Fund for each Valuation Date is computed by multiplying the net investment factor (see 3.06) by the accumulation unit value for such Valuation Date.

Accumulation unit values may increase or decrease from Valuation Date to Valuation Date.

### 3.06 Net Investment Factor

The net investment factor is used to compute the accumulation unit value for any Fund.

For each Valuation Date, for each Fund, the net investment factor is equal to 1.0000000, plus the net return rate.

The net return rate equals:

$$\frac{[a - b - c]}{d} - e - f$$

Where:

- a is the value of the shares of the Fund held by the Separate Account on the current Valuation Date;
- b is the value of the shares of the Fund held by the Separate Account on the prior Valuation Date;
- c is taxes or provisions for taxes, if any, on the Separate Account (with any federal income tax liability offset by foreign tax credits to the extent allowed);

- d is the total value of the accumulation units and Annuity units of the Separate Account on the prior Valuation Date;
- e is Separate Account daily charges for mortality and expense risk and a daily administrative charge as shown on Contract Schedule I under Daily Charges to the Separate Account; and
- f is if applicable, a charge for the GET Fund guarantee, which is deducted daily during the guarantee period. The charge, which is determined before the beginning of each offering period (see 4.02), is shown on Contract Schedule I under Daily Charges to the Separate Account.

The net return rate may be greater or less than zero percent.

### **3.07 Charges to the Separate Account**

During the Accumulation Phase, we may deduct a mortality and expense risk charge from the Individual Account value invested in the Separate Account. In addition, we reserve the right to impose an administrative charge.

The charges to the Separate Account are shown on Contract Schedule I under Daily Charges to the Separate Account and are deducted daily.

### **3.08 Fund Transfers**

During the Accumulation Phase, any portion or all of the Individual Account value held in a Fund may be transferred to any other Fund or any available Fixed Interest Option. The Individual Account value will be based on the Fund's accumulation unit value next determined after we receive a transfer request in Good Order.

### **3.09 Withdrawals from the Separate Account**

If the Contract Holder or a Participant, as applicable, requests a partial or full withdrawal (see 8.02) from the Funds, a withdrawal charge may apply (see 8.04).

## **Section 4. ING GET Fund (GET Fund)**

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The following provisions apply if the GET Fund is available.

### **4.01 GET Fund Guarantee Period**

For each GET Fund series, the period for which the GET Fund guarantee applies. The guarantee period ends on the Maturity Date.

### **4.02 GET Fund Offering Period**

The period, usually from one to three months, during which the Contract Holder or a Participant, as applicable, may transfer or allocate amounts to a GET Fund series. Each GET Fund series has a specific offering period. Amounts transferred or allocated prior to the date on which the guarantee period begins are invested in money market instruments.

We will specify a minimum total asset amount required at the end of an offering period to offer a GET Fund series. If the minimum is not achieved, we reserve the right not to begin the guarantee period. If a GET Fund series is not begun, we will mail a notice to all Contract Holders or Participants, as applicable, who have made allocations to that GET Fund series no less than 15 calendar days after the end of the offering period. The Contract Holder or a Participant, as applicable, then has 45 calendar days from the end of the offering period to reallocate the amount allocated to the GET Fund to any other available Investment Options. During this time, GET Fund assets are invested in money market instruments. If the Contract Holder or a Participant, as applicable, makes no election by the end of the 45-day period, at the next Valuation Date, we will allocate the amount in the terminated GET Fund series to the money market fund available under the Contract.



We reserve the right to specify a maximum total asset amount for a GET Fund series. If the maximum is achieved, we reserve the right to set a date on which we will stop accepting allocations for that GET Fund series. We will announce the date on which we will stop accepting transfers and allocations 10 calendar days prior to that date.

#### **4.03 GET Fund Guarantee**

On the Maturity Date of each GET Fund series, the GET Fund accumulation unit value for that series will not be less than the GET Fund accumulation unit value determined at the close of business on the last day of the offering period. If necessary to offset any shortfall in the GET Fund accumulation unit value, we will transfer funds from our General Account to the Separate Account. The GET Fund guarantee does not apply to transfers or withdrawals made before the Maturity Date.

If GET Fund accumulation units are adjusted at any time during the guarantee period, the GET Fund guarantee will be restated. We calculate the restated guarantee so that it is equivalent to the original guarantee for that GET Fund series.

A daily charge is assessed on the amount, if any, allocated to the GET Fund. This charge for the GET Fund guarantee is shown on Contract Schedule I under Daily Charges to the Separate Account.

#### **4.04 GET Fund Maturity Date**

The GET Fund Maturity Date is the date on which the guarantee period ends and GET Fund accumulation units are liquidated.

Prior to the Maturity Date for each series, we send a written notice of the date to each Contract Holder or Participant, as applicable, who has an Individual Account value in that series. In response, the Contract Holder or Participant, as applicable, must tell us to which available Investment Options to transfer the amount in the GET Fund on the Maturity Date. If we do not receive instructions, on the Maturity Date we transfer the portion of the Individual Account value held in the GET Fund to another GET Fund series, if available. If no GET Fund series is available, we transfer the amount to the Fund or Funds we designate in the written notice.

#### **4.05 Transfers or Withdrawals from the GET Fund**

Transfers or withdrawals from the GET Fund before the Maturity Date are based on the GET Fund unit value for the next Valuation Date following our receipt of the request in Good Order (see 8.01 and 8.02).

### **Section 5. Fixed Account**

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The following provisions apply if the Fixed Account is available as shown on Contract Schedule I under Fixed Interest Options Available.

#### **5.01 Fixed Account Minimum Guaranteed Interest Rate**

The Fixed Account minimum guaranteed interest rate is shown on Contract Schedule I under Fixed Account Minimum Guaranteed Interest Rate.

Each calendar year, we will set an annual minimum guaranteed interest rate which will apply to all amounts held in the Fixed Account during the calendar year. The one year minimum guaranteed interest rate will be established prior to each calendar year and will be made available to the Contract Holder or Participants, as applicable, in advance of the calendar year. We, at our discretion, may credit a higher interest rate, which is not guaranteed; we will make the current rate, and the period for which it will be credited, available to the Contract Holder or Participants, as applicable.

## **5.02 Transfers from the Fixed Account**

Each calendar year, the percentage shown on Contract Schedule I under Fixed Account Annual Transfer Limit of the amount in the Fixed Account may be transferred to any available Investment Options. The amount available for transfer will be based on the Individual Account value in the Fixed Account as of the date we receive the transfer request in Good Order at our Home Office. We may, on a temporary basis, allow transfer of a larger percentage. There is no limit on the amount that may be transferred to the Fixed Plus Account.

## **5.03 Withdrawals from the Fixed Account**

If the Contract Holder or a Participant, as applicable, requests a partial or full withdrawal (see 8.02) from the Fixed Account, a withdrawal charge may apply (see 8.04).

# **Section 6. Fixed Plus Account**

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The following provisions apply if the Fixed Plus Account is available as shown on Contract Schedule I under Fixed Interest Options Available.

## **6.01 Fixed Plus Account Minimum Guaranteed Interest Rate**

The Fixed Plus Account minimum guaranteed interest rate is shown on Contract Schedule I under Fixed Plus Account Minimum Guaranteed Interest Rate.

Each calendar year, we will set an annual minimum guaranteed interest rate which will apply to all amounts held in the Fixed Plus Account during the calendar year. The one year minimum guaranteed interest rate will be established prior to each calendar year and will be made available to the Contract Holder or Participants, as applicable, in advance of the calendar year. We, at our discretion, may credit a higher interest rate, which is not guaranteed; we will make the current rate, and the period for which it will be credited, available to the Contract Holder or Participants, as applicable.

## **6.02 Transfers from the Fixed Plus Account**

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit of the amount in the Fixed Plus Account may be transferred to any available Investment Option.

The amount available for transfer is based on the Individual Account value in the Fixed Plus Account on the date we receive the transfer request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract) or used to purchase Annuity payments during the 12 months prior to the transfer request. In addition, we reserve the right to reduce the amount available for transfer by amounts withdrawn under a systematic distribution option.

Twenty percent of the amount in the Fixed Plus Account may be transferred in each of four consecutive 12 months and the balance transferred in the fifth year subject to the following conditions:

- (a) During the five-year period, no additional amounts are allocated to or transferred from the Fixed Plus Account;
- (b) We will include any amount transferred, taken as a loan (if allowed under the Contract) or used to purchase Annuity payments during the prior 12-month period when calculating the amount which equals 20%; and
- (c) We reserve the right to include amounts paid under a systematic distribution option when calculating the amount which equals 20%.

In addition, we reserve the right to waive the transfer limit when the amount in the Fixed Plus Account is less than or equal to the amount shown on Contract Schedule I under Waiver of Fixed Plus Account Transfer Limit.



### **6.03 Partial Withdrawals from the Fixed Plus Account**

During each rolling 12-month period, the percentage shown on Contract Schedule I under Fixed Plus Account Annual Transfer and Partial Withdrawal Limit may be withdrawn from the Fixed Plus Account.

The amount available for withdrawal is based on the Individual Account value in the Fixed Plus Account on the date we receive the withdrawal request in Good Order at our Home Office, reduced by any amount withdrawn, transferred, taken as a loan (if allowed under the Contract), or used to purchase Annuity payments during the 12 months prior to the request. In addition, we reserve the right to reduce the amount available by deducting any amount withdrawn under a systematic distribution option.

The withdrawal limit does not apply when the partial withdrawal is:

- (a) Due to a Participant's death during the Accumulation Phase and is made within six months of the date of death (this exception applies to only one partial withdrawal);
- (b) Used to purchase Annuity payments; or
- (c) Due to other conditions as we may allow without discrimination.

### **6.04 Full Withdrawal of the Total Amount in the Fixed Plus Account**

The Contract Holder, or a Participant, as applicable, may withdraw the full amount held in the Fixed Plus Account. When we receive a request for a full withdrawal, no additional transfers, partial withdrawals or loans (if allowed under the Contract) are allowed. The withdrawal will be made as follows:

- (a) One-fifth of the Individual Account value in the Fixed Plus Account as of the date we receive the withdrawal request in Good Order at our Home Office reduced by the amount, if any, transferred, withdrawn, taken as a loan (if allowed under the contract) or used to purchase Annuity payments during the prior 12 months; then
- (b) One-fourth of the remaining amount 12 months later; then
- (c) One-third of the remaining amount 12 months later; then
- (d) One-half of the remaining amount 12 months later; then
- (e) The balance of the Individual Account value in the Fixed Plus Account 12 months later.

No withdrawal charge applies to amounts withdrawn.

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

### **6.05 Waiver of Fixed Plus Account Full Withdrawal Provision**

When a full withdrawal is requested, payment from the Fixed Plus Account is not limited as described in 6.04 when the withdrawal is as noted on Contract Schedule I under Waiver of Fixed Plus Full Withdrawal Provision.

## **Section 7. Guaranteed Accumulation Account (GAA)**

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The following provisions apply if the Guaranteed Accumulation Account is available as shown on Contract Schedule I under Fixed Interest Options Available.

### **7.01 Nonunitized Separate Account**

The Nonunitized Separate Account is established under Title 38a, Section 38a-433 of the Connecticut General Statutes. There are no discrete units for this account. We own the assets held in the Nonunitized Separate Account; we are not a trustee of those assets. The Contract Holder or Participant does not participate in the investment gain or loss from assets held in the Nonunitized Separate Account. Such gain or loss is borne entirely by us. Income, gains or losses, realized or unrealized, are credited to or charged against the Nonunitized Separate Account without regard to our other income, gains or losses. Nonunitized Separate Account assets, to the extent of reserves and other Contract liabilities, cannot be charged with liabilities arising out of any other business we conduct.

## **7.02 GAA Minimum Guaranteed Interest Rate**

All Contributions allocated to a GAA guaranteed term (see 7.04) earn a rate of interest which we determine and which is guaranteed when the Contribution remains in the guaranteed term until the Maturity Date. The rate credited will never be less than the minimum interest rate shown on Contract Schedule I under Guaranteed Accumulation Account Minimum Guaranteed Interest Rate.

For guaranteed terms of one year or less, one guaranteed rate is credited for the full guaranteed term. For longer guaranteed terms, we may credit an initial guaranteed interest rate from the date of deposit to the end of a specified period within the guaranteed term. We may credit different interest rates for subsequent specified periods throughout the guaranteed term.

## **7.03 Deposit Period**

A deposit period is the period of time we determine during which we accept allocations (Contributions, transfers, or reinvestments) to one or more guaranteed terms. We reserve the right to extend the deposit period.

## **7.04 Guaranteed Term**

A guaranteed term is the period of time for which we guarantee the declared interest rate for allocations (Contributions, transfers, or reinvestments) to GAA guaranteed terms. We may offer guaranteed terms ranging in duration from one to ten years. During each deposit period, we may offer more than one guaranteed term of varying lengths. The guaranteed term begins the day after the deposit period ends. The Contract Holder or a Participant, as applicable, may allocate Contributions or transfers to any or all guaranteed terms available in the current deposit period.

## **7.05 Guaranteed Term Groups**

A guaranteed term group is comprised of all GAA guaranteed terms of the same duration.

## **7.06 Maturity Date, Maturity Value and Reinvestment**

The Maturity Date is the last day of a guaranteed term. The maturity value is the amount we pay at the end of a guaranteed term. At least 18 calendar days before any guaranteed term Maturity Date, we notify the Contract Holder or a Participant, as applicable, of the projected maturity value and the guaranteed terms (and the guaranteed interest rates for each) available during the then-current deposit period. The Contract Holder, or a Participant, as applicable, may then tell us how to allocate the maturity value.

If the Contract Holder or a Participant, as applicable, does not tell us how to reinvest the maturity value, we reinvest it in a guaranteed term of the same duration if one is available. If no guaranteed term of the same duration is available, we reinvest the maturity value in the guaranteed term with the next shortest duration. If no shorter guaranteed term is available, we reinvest the maturity value in the next longest term. We mail a confirmation of reinvestment. The confirmation includes the guaranteed term in which we have reinvested the maturity value and the guaranteed interest rate for that term.

If we have reinvested the maturity value, during the month following the Maturity Date, the Contract Holder or a Participant, as applicable, may transfer or withdraw the reinvested amount, with interest earned (as of the date we receive the request) without incurring a market value adjustment (see 7.08).

## **7.07 Transfers and Withdrawals from the GAA**

Except as noted below, the Contract Holder or a Participant, as applicable, may transfer any portion or all of the amount held in the GAA. Transfers or withdrawals before the Maturity Date may be subject to a market value adjustment (see 7.08). Amounts invested in a guaranteed term may not be transferred during the deposit period or for a period of 90 calendar days after the close of the deposit period.

Unless directed otherwise, when the Contract Holder or a Participant, as applicable, requests a transfer or withdrawal from the GAA, we withdraw amounts proportionately from each guaranteed term in which the Individual Account is invested. Within a guaranteed term group, we withdraw first from the oldest deposit period and then from the next oldest and so on until the amount requested is withdrawn.

## 7.08 Application of the Market Value Adjustment

Transfers or withdrawals from the GAA before the Maturity Date are subject to a market value adjustment, except for:

- (a) A one-month period following the Maturity Date on which we have automatically reinvested the value on the Maturity Date;
- (b) Distributions under certain systematic distribution options; and
- (c) When the withdrawal is equal to the minimum distribution amount required under the Code, using a method permitted by the Code and which we offer.

For withdrawals and transfers from the GAA made (1) within six months of a Participant's death; or (2) to purchase Annuity payments under a life-contingent Annuity option, the amount withdrawn from the GAA is the greater of:

- (a) The aggregate market value adjustment amount which is the sum of all market value adjusted amounts calculated due to a withdrawal before the Maturity Date (which may be positive or negative); or
- (b) The amount in the GAA.

For withdrawals made after the six month period following death, the withdrawal or transfer amount is the aggregate MVA amount.

A MVA applies to amounts withdrawn to purchase Annuity payment under a period certain Annuity option.

We may change the GAA market value adjustment by notifying the Contract Holder in writing at least 90 calendar days before the change becomes effective. Any such change will apply only to guaranteed terms offered in deposit periods after the date the change becomes effective and will apply to existing and new Individual Accounts.

## 7.09 Market Value Adjustment (MVA)

The market value adjustment reflects any change in yields on U.S. Treasury Notes from the time an amount is allocated to a GAA guaranteed term to the time of a transfer or withdrawal prior to the Maturity Date. When the market value adjustment is applied, the amount transferred or withdrawn from the GAA is multiplied by a factor which is calculated as follows:

$$\frac{(1 + i)^{\frac{x}{365}}}{(1 + j)^{\frac{x}{365}}}$$

Where:

- i is the deposit period yield
- j is the current yield
- x is the number of days remaining (computed from Wednesday of the week of withdrawal) in the guaranteed term.

The deposit period yield and the current yield are determined as follows:

Deposit Period Yield

At the close of the last business day of each week of a deposit period, we compute a yield that is the average of the yields on U.S. Treasury Notes which mature in the last three months of the guaranteed term. The deposit period yield is the average of those yields for the deposit period. If a withdrawal is made prior to the close of the deposit period, the deposit period yield is the average of the yields of U.S. Treasury Notes for each week preceding the withdrawal. In the event that no U.S. Treasury Notes will mature in the last three months of the guaranteed term, we reserve the right to use the U.S. Treasury Notes that mature in a following quarter.

Current Yield

The Current Yield is the average of the yields of the same U.S. Treasury Notes used to calculate the deposit period yield on the last business day of the week preceding withdrawal.

## **Section 8. Transfers, Withdrawals and Distributions**

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### **8.01 Transfers**

During the Accumulation Phase, the Contract Holder or a Participant, as applicable, may transfer all or any portion of the Individual Account value among the available Investment Options. The Individual Account value on any amount transferred from a Fund will be based on the Fund's accumulation unit value next determined after we receive the transfer request in Good Order at our Home Office.

The Contract Holder or a Participant, as applicable, may request a transfer by properly completing a transfer request form and sending it to our Home Office, or by otherwise complying with our administrative procedures. We reserve the right to establish a minimum transfer amount.

### **8.02 Withdrawals**

As allowed by the Plan, if applicable, and subject to provisions of the Code (see 8.03), during the Accumulation Phase, the Contract Holder or a Participant, as applicable, may withdraw any portion or all of the Individual Account value. For Code Section 403(b) Plans, the Contract Holder or a Participant, as applicable, may transfer the amount withdrawn to another investment provider under the Plan or roll over such amount that qualifies as an eligible rollover distribution in accordance with Code Sections 403(b)(8), 401(a)(31) and 402(c) and applicable regulations. The Individual Account value of any amount withdrawn from a Fund will be based on the Fund's accumulation unit value next determined after we receive the transfer request in Good Order.

The Contract Holder or a Participant, as applicable, may request a withdrawal by properly completing a withdrawal request form and forwarding it to our Home Office, or by otherwise complying with our administrative procedures. Unless the Contract Holder or a Participant, as applicable, requests otherwise, the withdrawal will be made proportionately from the Investment Options in which the Individual Account is invested.

A withdrawal charge may apply to amounts withdrawn (see 8.04). In addition, a market value adjustment may apply to amounts withdrawn from the GAA (see 7.08 and 7.09) and limitations may apply to withdrawals from the Fixed Plus Account (see 6.04).

### **8.03 Withdrawal Restrictions Under the Code**

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

#### **8.04 Withdrawal Charge**

During the Accumulation Phase, we may deduct a withdrawal charge from the Individual Account value withdrawn. The charge, if any, is a percentage of the amount withdrawn from the Funds and/or Fixed Interest Options (except, if applicable, the Fixed Plus Account). The withdrawal charge will never exceed 8.5% of the total amount of Contributions, or the maximum permitted by National Association of Securities Dealers, Inc. (NASD) rules.

The withdrawal charge, if any, is shown on Contract Schedule I under Withdrawal Charge.

#### **8.05 Waiver of Withdrawal Charge**

The withdrawal charge (see 8.04) does not apply in any of the circumstances shown on Contract Schedule I under Waiver of Withdrawal Charge.

In addition, we reserve the right to reduce, waive or eliminate the withdrawal charge.

#### **8.06 Reinstatement**

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

Any maintenance fee and withdrawal charge imposed at the time of the withdrawal is included in the reinstatement. If only a portion of the amount withdrawn is reinstated, the amount of any maintenance fee and withdrawal charge deducted will be restored proportionally. The amount of any market value adjustment deducted from any amount withdrawn from GAA is not included in the amount reinstated.

Any amount reinstated to the GAA will be credited to guaranteed terms available in the current deposit period. We will reinvest it in a guaranteed term of the same duration if one is available. If no guaranteed term of the same duration is available, we reinvest the maturity value in the guaranteed term with the next shortest duration. If no shorter guaranteed term is available, we reinvest the maturity value in the next longest term.

Amounts withdrawn from a GET Fund series are reinstated to the current offering period if one is available. If no GET Fund offering period is available, any amount withdrawn from the GET Fund is reinstated equally among all other Investment Options in which the Individual Account is invested.

Amounts are reinstated among the Investment Options in the same proportion as they were held at the time of withdrawal, except, as noted above, for amounts from the GET Fund. Any maintenance fee which falls due after the withdrawal and before the reinstatement is deducted from the amount reinstated.

The number of accumulation units reinstated to any Fund is based on the accumulation unit values next computed after we receive the reinstatement request in Good Order at our Home Office.

Reinstatement is permitted only once.

#### **8.07 Required Distributions**

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

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

Generally, to meet distribution requirements, the Contract Holder, a Participant or Contract beneficiary, as applicable, may request partial withdrawals, a systematic distribution option (see 8.08) or an Annuity option.



## **8.08 Systematic Distribution Options (SDOs)**

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

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

## **8.09 Individual Account Termination**

If the Individual Account value is an amount equal to or less than the amount shown on Contract Schedule I under Individual Account Termination Amount and we have received no Contributions for 12 months, we reserve the right to terminate an Individual Account. Before we do this, we notify the Contract Holder or Participant, as applicable, 90 calendar days in advance. When we terminate an Individual Account, we do not deduct a withdrawal charge. We do not exercise this right when the Individual Account value is equal to or less than the amount shown on Contract Schedule I under Individual Account Termination Amount due to investment performance.

# **Section 9. Loans**

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## **9.01 Loan Availability**

Contract Schedule I indicates whether loans are available under this Contract. If available, a loan endorsement is included as part of this Contract.

# **Section 10. Death Benefit During the Accumulation Phase**

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## **10.01 Death Benefit**

If a Participant dies during the Accumulation Phase, we pay a death benefit. The amount of the death benefit is the Individual Account value as of the next Valuation Date following our receipt of acceptable proof of death at our Home Office (see 7.08 for amounts in the GAA).

## **10.02 Contract Beneficiary**

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

## **10.03 Distribution of Death Benefit**

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

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

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

## Part II. Annuity Phase

### Section 11. General Provisions

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#### 11.01 Election

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

All or any portion of the Individual Account value (after the deduction of any applicable premium tax) may be used to purchase Annuity payments (for amounts from the GAA, see 7.08).

The Contract Holder, a Participant, or Contract or Plan beneficiary, as applicable, must also select an Annuity option (see 11.03) and the Investment Options (see 11.06).

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

#### 11.02 Change of Annuity Provisions

We reserve the right to change or eliminate Annuity options (see 11.03) and to change the mortality table (see 11.04) we use to calculate payment rates for life-contingent Annuity payments. If we do this, any change will not take effect until at least 12 months after the Contract Effective Date, or until at least 12 months after any previous change. A change to Annuity options or the mortality table used to calculate payment rates will not apply to Individual Accounts established before the date the change becomes effective.

#### 11.03 Annuity Options

The Contract Holder, a Participant, or Contract or Plan beneficiary, as applicable, must elect one of the following:

##### Option 1: Payments for a Stated Period

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

If payments for this option are under a Variable Annuity, the present value of any remaining payments may be withdrawn at any time. If a withdrawal is requested within five years of the first payment, the lump-sum payment is treated as a withdrawal during the Accumulation Phase and any applicable withdrawal charge applies (see 8.04).

If the payments are fixed-only, an annual increase of one, two or three percent (compounded annually) may be elected at the time the Annuity option is chosen (if permitted by the Code).

##### Option 2: Life Income for One Annuitant

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

- (a) Payments cease at the death of the Annuitant; or
- (b) Payments are guaranteed for a period within the range shown on Contract Schedule II under Payment Period; or
- (c) Fixed-only cash refund: at the death of the Annuitant, the beneficiary receives a lump-sum payment in an amount equal to the amount applied to the Annuity (minus any applicable premium tax), minus the amount of payments made to the Annuitant.

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

#### Option 3: Life Income for Two Annuitants

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

- (a) 100% of the payment amount to continue after the first death; or
- (b) 66 2/3% of the payment amount to continue after the first death; or
- (c) 50% of the payment amount to continue after the first death; or
- (d) 100% of the payment amount to continue after the first death with payments guaranteed to the beneficiary after the second death for a period within the range shown on Contract Schedule II under Payment Period; or
- (e) 100% of the payment amount to continue at the death of the specified second Annuitant and 50% of the payment amount to continue at the death of the specified Annuitant; or
- (f) 100% of the fixed-only payment amount to continue after the first death with a cash refund to the Contract beneficiary after the second death. The amount of the cash refund is equal to the amount applied to the Annuity (minus any applicable premium tax), minus the amount of payments made.

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

#### Other Options

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

### **11.04 Mortality Table**

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

### **11.05 Payments**

The first payment amount must be at least \$50 per month or \$250 per year. We reserve the right to increase the minimum first payment amount, if allowed by state law, based on increases reflected in the Consumer Price Index-Urban (CPI-U) since July 1, 1993.

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

- (a) Reduced by one year for payments before January 1, 2000;
- (b) Reduced by two years for payments beginning during the period from January 1, 2000 through December 31, 2009;
- (c) Starting on January 1, 2010, reduced by one additional year for payments beginning in each succeeding decade.

If a fixed Annuity is elected, we will use the applicable current settlement option rates if they will provide higher fixed Annuity payments.

### **11.06 Investment Options**

When an Annuity option is elected, the Contract Holder, a Participant, or Contract or Plan beneficiary, as applicable, must elect:

- (a) A fixed Annuity for which the underlying investment is our General Account;



- (b) A variable Annuity for which the underlying investment is one or more of the available Funds; or
- (c) A combination of (a) and (b).

For a variable Annuity, the maximum number of Funds available during the Annuity Phase is shown on Contract Schedule II under Maximum Number of Funds. The Funds available during the Annuity Phase might not be the same as those available during the Accumulation Phase.

#### **11.07 Fixed Annuity Minimum Guaranteed Interest Rate**

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

#### **11.08 Variable Annuity Assumed Annual Net Return Rate Election**

If a variable Annuity is elected, the Contract Holder, or Participant, as applicable must also elect an assumed annual net return rate of 3.5% or 5%. The initial Annuity payment for the option elected will reflect the assumed annual net return rate. If subsequent Annuity payments are to remain level, the Separate Account must earn this rate, plus enough to cover the mortality and expense risk charge shown on Contract Schedule II under Daily Charges to the Separate Account plus any applicable administrative charge.

#### **11.09 Variable Annuity Transfers**

If a variable Annuity is elected, the Contract Holder, a Participant, or Contract or Plan beneficiary, as applicable, may request that we transfer all or a portion of the amount allocated to a Fund to any other available Fund. Transfer requests must be expressed as a percentage of the allocation among the Funds on which the variable payment is based. The number of transfers allowed each calendar year is shown on Contract Schedule II under Number of Annual Transfers Among Funds. We reserve the right to allow additional transfers. Transfers are effective as of the next Valuation Date following our receipt of a transfer request in Good Order at our Home Office.

#### **11.10 Fund Annuity Units**

The number of Fund Annuity units is based on the amount of the first variable Annuity payment which is equal to:

- (a) The portion of the Individual Account value (minus any applicable premium tax) used to purchase a variable Annuity; divided by
- (b) One thousand; multiplied by
- (c) The payment rate for the option chosen.

Such amount, or portion of the variable payment will be divided by the appropriate Fund's, or Funds', Annuity unit value (see 11.11) on the tenth Valuation Date before the due date of the first payment to determine the number of Fund Annuity units. The number of each Fund's Annuity units remains fixed unless changed by a subsequent Fund transfer or if the Annuity option provides for a change in units (i.e., under life income for two annuitants option after the first death). Each future payment is equal to the sum of the products of each Fund's Annuity unit value multiplied by the appropriate number of units. The Fund Annuity unit value on the tenth Valuation Date before the payment due date is used.

#### **11.11 Fund Annuity Unit Value**

For any Valuation Date, a Fund's Annuity unit value is equal to:

- (a) The Annuity unit value for the prior Valuation Date; multiplied by
- (b) The Annuity unit net return factor (see 11.12) for the current Valuation Date; multiplied by
- (c) A factor to reflect the assumed annual net return rate. The factor for an assumed annual net return rate of 5% is 0.9998663; for 3.5% it is 0.9999058.

The dollar value of a Fund Annuity unit and the amount of a variable Annuity payment may increase or decrease due to investment gain or loss. We will not change the payment amount due to changes in mortality, expense results, or the administrative charge.

#### 11.12 Fund Annuity Net Return Factor

The Annuity net return factor(s) are used to compute all variable Annuity payments for any Fund.

The net return factor(s) for each Fund is equal to 1.0000000 plus the net return rate.

The net return rate equals:

$$\frac{[a - b - c]}{d} - e$$

Where:

- a is the value of the shares of the Fund held by the Separate Account on the current Valuation Date;
- b is the value of the shares of the Fund held by the Separate Account on the prior Valuation Date;
- c is taxes or provisions for taxes, if any, on the Separate Account (with any federal income tax liability offset by foreign tax credits to the extent allowed);
- d is the total value of the accumulation units and Annuity units of the Separate Account on the prior Valuation Date;
- e is Separate Account daily charges for mortality and expense risk and a daily administrative charge as shown on Contract Schedule II under Daily Charges to the Separate Account.

A net return rate may be more or less than 0%. The value of a share of a Fund is equal to the net assets of the Fund divided by the number of shares outstanding.

#### 11.13 Death Benefit During the Annuity Phase

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

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

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

The interest rate used to determine the first Annuity payment is used to calculate the present value. The present value is determined as of the next Valuation Date following our receipt of acceptable proof of death and a written claim for the death benefit.

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

#### 11.14 Charges to the Separate Account

During the Annuity Phase, we may deduct a mortality and expense risk charge from the Individual Account value invested in the Separate Account. In addition, we reserve the right to impose an administrative charge.

The maximum charges to the Separate Account are shown on Contract Schedule II under Daily Charges to the Separate Account. If applicable, the charges are deducted daily.

### OPTION 1: Payments for a Stated Period

Monthly Amount for Each \$1,000*			
Rates for a Fixed Annuity with a 3% Guaranteed Interest Rate			
Years	Payment	Years	Payment
5	\$17.91	20	\$5.51
10	9.61	25	4.71
15	6.87	30	4.18

First Monthly Amount for Each \$1,000*			
Rates for a Variable Annuity with a 3.5% Assumed Interest Rate (AIR)			
Years	Payment	Years	Payment
5	\$18.12	20	\$5.75
10	9.83	25	4.96
15	7.10	30	4.45

First Monthly Amount for Each \$1,000*			
Rates for a Variable Annuity with a 5% Assumed Interest Rate (AIR)			
Years	Payment	Years	Payment
5	\$18.74	20	\$6.51
10	10.51	25	5.76
15	7.82	30	5.28

\* Net of any applicable premium tax deduction

## Option 2: Life Income for One Annuitant

Monthly Payment Amount for Each \$1,000*						
Rates for a Fixed Annuity Payment with 3% Guaranteed Interest Rate						
Adjusted Age of Annuitant	Option 2(a): payments for life	Option 2(b): payments guaranteed 5 years	Option 2(b): payments guaranteed 10 years	Option 2(b): payments guaranteed 15 years	Option 2(b): payments guaranteed 20 years	Option 2(c): Cash Refund
55	\$4.44	\$4.42	\$4.39	\$4.32	\$4.22	\$4.19
60	4.95	4.93	4.86	4.73	4.55	4.57
65	5.65	5.61	5.47	5.22	4.89	5.06
66	5.82	5.77	5.61	5.33	4.96	5.18
70	6.64	6.54	6.23	5.76	5.19	5.70
75	8.06	7.82	7.14	6.25	5.38	6.51

First Monthly Payment Amount for Each \$1,000*					
Rates for a Variable Annuity Payment with 3.5% Assumed Interest Rate					
Adjusted Age of Annuitant	Option 2(a): payments for life	Option 2(b): payments guaranteed 5 years	Option 2(b): payments guaranteed 10 years	Option 2(b): payments guaranteed 15 years	Option 2(b): payments guaranteed 20 years
55	\$4.72	\$4.71	\$4.67	\$4.60	\$4.50
60	5.23	5.21	5.13	5.00	4.82
65	5.94	5.89	5.73	5.48	5.15
70	6.92	6.81	6.49	6.00	5.43
75	8.35	8.08	7.38	6.48	5.62

First Monthly Payment Amount for Each \$1,000*					
Rates for a Variable Annuity Payment with 5% Assumed Interest Rate					
Adjusted Age of Annuitant	Option 2(a): payments for life	Option 2(b): payments guaranteed 5 years	Option 2(b): payments guaranteed 10 years	Option 2(b): payments guaranteed 15 years	Option 2(b): payments guaranteed 20 years
55	\$5.63	\$5.61	\$5.56	\$5.47	\$5.36
60	6.12	6.09	6.00	5.85	5.65
65	6.82	6.75	6.57	6.30	5.95
70	7.80	7.67	7.30	6.78	6.21
75	9.23	8.93	8.16	7.23	6.38

\* Net of any applicable premium tax deduction

**Rates are based on mortality from 1983 Table a. The rates do not differ by sex.  
Rates for ages not shown will be provided on request and will be computed  
on a basis consistent with the rates in the above tables.**

### Option 3: Life Income for Two Annuitants

First Monthly Payment Amount for Each \$1,000*							
Rates for a Fixed Annuity Payment with 3.0% Guaranteed Interest Rate							
Adjusted Ages					payments guaranteed 10 years		
Primary Annuitant	Secondary Annuitant	Option 3(a)	Option 3(b)	Option 3(c)	Option 3(d)	Option 3(e)	Option 3(f)
55	50	\$3.69	\$4.05	\$4.27	\$3.69	\$4.03	\$3.67
55	60	3.99	4.44	4.71	3.98	4.20	3.94
65	60	4.38	4.97	5.32	4.38	4.93	4.29
65	70	4.93	5.68	6.15	4.91	5.27	4.74
75	70	5.69	6.68	7.32	5.62	6.67	5.29
75	80	6.78	8.11	8.99	6.54	7.36	5.93

First Monthly Payment Amount for Each \$1,000*						
Rates for a Variable Annuity Payment with 3.5% Assumed Interest Rate						
Adjusted Ages					payments guaranteed 10 years	
Primary Annuitant	Secondary Annuitant	Option 3(a)	Option 3(b)	Option 3(c)	Option 3(d)	Option 3(e)
55	50	\$3.97	\$4.35	\$4.56	\$3.97	\$4.31
55	60	4.27	4.73	5.00	4.26	4.48
65	60	4.66	5.25	5.61	4.65	5.22
65	70	5.19	5.97	6.44	5.17	5.54
75	70	5.95	6.96	7.61	5.87	6.95
75	80	7.04	8.39	9.29	6.79	7.64

First Monthly Payment Amount for Each \$1,000*						
Rates for a Variable Annuity Payment with 5% Assumed Interest Rate						
Adjusted Ages					payments guaranteed 10 years	
Primary Annuitant	Secondary Annuitant	Option 3(a)	Option 3(b)	Option 3(c)	Option 3(d)	Option 3(e)
55	50	\$4.88	\$5.26	\$5.48	\$4.88	\$5.23
55	60	5.15	5.63	5.91	5.14	5.38
65	60	5.52	6.14	6.51	5.51	6.10
65	70	6.04	6.84	7.34	6.00	6.41
75	70	6.77	7.84	8.51	6.68	7.81
75	80	7.86	9.28	10.20	7.57	8.49

\* Net of any applicable premium tax deduction

**Rates are based on mortality from 1983 Table a. The rates do not differ by sex.  
Rates for ages not shown will be provided on request and will be computed  
on a basis consistent with the rates in the above tables.**



ING Life Insurance and Annuity Company

ENDORSEMENT

The Contract and Certificate, if applicable, are hereby endorsed as follows:

For all loans effective on and after January 1, 2004:

We reserve the right not to grant a loan request if the Participant has an outstanding loan in default.

Endorsed and made part of the Contract and Certificate, if applicable, on the effective date of the Contract.

A handwritten signature in black ink, appearing to read "Bruce A. Combs". The signature is fluid and cursive, with a long horizontal stroke at the end.

President  
ING Life Insurance and Annuity Company





ING Life Insurance and Annuity Company

ENDORSEMENT

This Contract, and the Certificate, if applicable, are endorsed as follows.

Delete Section 10.01, **Death Benefit**, and replace it with the following:

If a Participant dies during the Accumulation Phase, we pay a death benefit. If the Contract beneficiary requests payment of the death benefit as a lump sum or Annuity option within six months of the Participant's death, the amount of the death benefit MVA on the date we receive notice of death and a request for payment in Good Order is guaranteed to be the greater of:

- (a) The Individual Account value, minus any outstanding loan balance, plus any applicable aggregate positive MVA; or
- (b) The total of Contributions to the Individual Account, minus:
  - (1) Any amount withdrawn,
  - (2) Any outstanding loan balance,
  - (3) Or any amount used to purchase Annuity payments.

Endorsed and made part of this Contract, and the Certificate, if applicable, on the Effective Date of the Contract and Certificate.



President  
ING Life Insurance and Annuity Company



ING Life Insurance and Annuity Company

ENDORSEMENT

The Contract or Certificate, whichever is applicable is hereby endorsed as follows:

1. (a) The Earned interest provision (if applicable) is deleted.
- (b) The Loan Account provision is added to or deleted and replaced in the Section, entitled Definitions or General Definitions, (whichever is applicable):

**Loan Account:** An accounting device used to keep a record of loan activity. For each loan, an amount equal to the loan amount is transferred from the Investment Options in which the Individual Account is invested and is credited to the Loan Account. The Loan Account is then credited with interest at a rate which is not less than the Loan Interest Rate, less 2.5%, on an annual basis.

These provisions become effective:

- For all loans issued on or after January 1, 2002.
- For all loans which provide for reamortization and were issued prior to January 1, 2002, on the first loan anniversary occurring in 2002.

2. **For all loans which are effective on or after January 1, 2002, the following loan provisions apply:**

**Loan Effective Date:** The date the Company's Home Office has received a loan request form and any other required forms in good order. However, for loan requests received on the 29th, 30th or 31st of any calendar month that are otherwise in good order, the Loan Effective Date will be the first business day of the following month.

**Loan Interest Rate:** The interest rate the Company charges on a loan.

**Monthly Average Corporates:** Moody's Corporate Bond Yield Average-Monthly Average Corporates published by Moody's Investor Service, or its successor, or a substantially similar average as may be allowed by law or regulation.

The Section, entitled **Loans** or **Loan Value** (whichever is applicable), is deleted and replaced with the following:

**Loans:** During the Accumulation Phase, loans are granted (1) as permitted under applicable law; (2) subject to the terms and conditions of the loan agreement; and (3) in accordance with the following provisions:

- (a) **Amount available for loan:** The amount available for loan is limited to the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value, (whichever is applicable) attributable to Participant contributions subject to any Plan vesting limits as determined by the Contract Holder or Owner (whichever is applicable), plus any additional amounts allowed by the Plan as determined by the Contract Holder or Owner (whichever is applicable). Amounts available from some Investment Options may be subject to limitations specified in the loan agreement. To obtain the requested loan amount, these limitations may require a transfer of funds from certain Investment Options. A Market Value Adjustment may apply to amounts transferred from the Guaranteed Accumulation Account (if applicable). The amount, if any, from the Fixed Plus Account (if applicable) may be subject to a default charge if the Participant defaults on the loan.

For plans subject to ERISA, the minimum loan amount is \$1,000. For plans not subject to ERISA, the minimum loan amount is defined in the loan agreement.

The maximum loan amount is the lesser of:

- (1) Fifty percent (50%) of the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable), including the amount, if any, in the Loan Account, reduced by the amount of any outstanding loan balance on the Loan Effective Date; or
- (2) Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months.

The total amount of all outstanding loans cannot exceed \$50,000.

(b) **Loan Interest Rate:**

- (1) **For plans subject to ERISA:** The Company will set a Loan Interest Rate on the first business day of each month. The interest rate will be equal to the Monthly Average Corporates for the calendar month beginning two months before the Loan Interest Rate is effective. The initial interest rate for each loan is the rate for the calendar month in which the Loan Effective Date occurs. The initial interest rate is effective for a period of time not less than three months and not more than one year. The period is specified in the loan agreement. For each subsequent period, the interest rate is adjusted if the new rate is at least 0.5% higher or lower than the current interest rate. The Company will provide written notification of any change to the Loan Interest Rate.
- (2) **For plans not subject to ERISA:** The Loan Interest Rate will not be greater than 8% on an annual basis.

(c) **Loan Repayment:** A loan may be repaid as described in the loan agreement, or paid in full at any time.

(d) **Partial Withdrawal(s) While A Loan Is Outstanding:** The amount available for partial withdrawal while a loan is outstanding is equal to the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable), including the Loan Account, minus 125% of the outstanding loan balance.

(e) **Full Withdrawal While A Loan Is Outstanding:** When a full withdrawal is requested while a loan is outstanding, one of the following occurs:

- (1) If the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value, (whichever is applicable) available for distribution is sufficient to repay (a) the outstanding loan balance plus (b) any applicable Fixed Plus Account default charge, and (c) any applicable Withdrawal or Surrender Fee (whichever is applicable) due on the outstanding loan balance, that amount (the total of (a), (b), and (c)) minus the Loan Account balance, is deducted from the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) and the loan is canceled. The outstanding loan balance, if not previously reported, will be reported to the Internal Revenue Service as a distribution.
- (2) If the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) available for distribution is not sufficient to repay (a) the outstanding loan balance plus (b) any applicable Fixed Plus Account default charge, and (c) any applicable Withdrawal or Surrender Fee (whichever is applicable) due on the outstanding loan balance, the withdrawal amount cannot exceed the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable), including the Loan Account, minus 125% of the outstanding loan balance and a full withdrawal cannot be made until the loan is repaid in full.

(f) **Electing An Annuity Option While a Loan Is Outstanding:** Before all or any portion of the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) is used to purchase Annuity payments, the Participant may repay any outstanding loan balance, or the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) value is adjusted to cancel the loan as described in "Full Withdrawal While A Loan Is Outstanding" above.

(g) **Death Of The Participant While A Loan Is Outstanding:** If a death benefit claim is submitted for an Individual Account with an outstanding loan, the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable), including the amount of the Loan Account, is reduced by the amount of the outstanding loan balance before the death benefit amount is determined.

- (h) **Loan Default:** If the Company does not receive a loan payment when due, the entire outstanding loan balance will be in default, will be reported to the IRS on IRS Form 1099-R for the year that the default occurred and will be treated as follows:
- (1) If the amount of the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) available for distribution is sufficient to repay (a) the outstanding loan balance plus (b) any applicable Fixed Plus Account default charge, plus (c) any Withdrawal or Surrender Fee (whichever is applicable) due on the outstanding loan balance, that amount is deducted from the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable); or
  - (2) If the amount of the vested Individual Account Value or Reserve or Individual Account Reserve or Current Value (whichever is applicable) available for distribution is not sufficient to repay (a) the outstanding loan balance plus (b) any applicable Fixed Plus Account default charge, plus (c) any Withdrawal Fee or Surrender Fee (whichever is applicable) due on the outstanding loan balance, the Loan Account will continue to earn interest, and interest will continue to be charged on the defaulted amount until it is repaid in its entirety or until there is a sufficient amount in the Individual Account to repay the total amount due in (a), (b), and (c) above. This will generally be when the Participant reaches age 59 1/2 or separates from service.

Endorsed and made a part of the Contract and Certificate on January 1, 2002.



President  
ING Life Insurance and Annuity Company



ING Life Insurance and Annuity Company

ENDORSEMENT

This Contract, and the Certificate, if applicable, are endorsed as shown below.

This endorsement applies to Individual Accounts established under an Exchanged Contract. An Exchanged Contract is a Company contract (other than this Contract) that was issued prior to the Contract Effective Date and from which Individual Account values may be transferred to this Contract.

For an Individual Account established under an Exchanged Contract, any amount allocated to the Fixed Plus Account after the Contract Effective Date will be subject to the Fixed Plus Account provisions stated in this Contract except as provided below.

For amounts held in the Fixed Plus Account under the previous Company contract, the amount, if any, transferred to the Fixed Plus Account under this Contract will be subject to the Fixed Plus Account provisions of the previous contract unless the Contract Holder or Participant, as applicable, elects to have the provisions of this Contract apply. The election must be in writing or as otherwise allowed under our administrative practices during the three months beginning on the Contract Effective Date. Such an election cannot be revoked.

Endorsed and made part of this Contract, and the Certificate, if applicable, on the Effective Date of the Contract and Certificate.

A handwritten signature in dark ink, appearing to read "Bruce A. Com", with a long horizontal flourish extending to the right.

President  
ING Life Insurance and Annuity Company





ING Life Insurance and Annuity Company

ENDORSEMENT

In order to reflect amendments to the Internal Revenue Code made pursuant to the **Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA")**, the Contract and, if applicable, the Certificate are amended in the following manner:

A. Where the Contract and Certificate, if applicable, are issued in connection with a Section 403(b) tax deferred annuity arrangement, then:

1. **Contribution Limits.** References to contribution limits are deleted and replaced with the following: Contributions to the Contract for any tax limitation year are limited to the amount set forth in Code Section 415, generally, 100% of compensation up to \$40,000 (as may be adjusted by law or by the Secretary of the Treasury). In addition, except to the extent of any alternative limitation permitted under Code Section 402(g)(7), salary reduction contributions may not exceed the applicable dollar amount permitted under Code Section 402(g)(1) as follows:

For taxable years beginning in:

2002

2003

2004

2005

2006

2007 and thereafter.

The applicable dollar amount is:

\$ 11,000

\$ 12,000

\$ 13,000

\$ 14,000

\$ 15,000

\$ 15,000 as adjusted by the Secretary  
of the Treasury for cost of living

2. **MEA References Deleted.** Any references to the Code Section 403(b)(2) exclusion allowance, the exclusion allowance, the maximum exclusion allowance or MEA not otherwise deleted by paragraph A.1, above, are deleted.
3. **Catch-up Contributions Allowed for Participants Age 50 or Over.** Notwithstanding the contribution limit provided for in Paragraph A.1 above, for any plan year beginning on or after January 1, 2002, a participant who would be at least age 50 by the end of the plan year, may contribute an additional amount not to exceed the lesser of:
  - (a) \$1,000 as adjusted under Code Section 414(v)(2)(B) and (C) or
  - (b) the excess of his compensation for such plan year over the amounts the participant contributed for such plan year under Paragraph A.1.
4. **Rollovers Accepted.**
  - (a) Where the Code Section 403(b) arrangement is governed by a separate Plan document, then, to the extent allowed by the Plan, this Contract shall accept contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).
  - (b) Where the Code Section 403(b) arrangement is not governed by a separate Plan document, this Contract shall accept contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B).

B. Where the Contract and Certificate, if applicable, are issued in connection with a Code Section 401(a) Plan then:

1. **Rollovers Accepted to the Extent Allowed by the Plan.** To the extent allowed by the Plan, this Contract shall accept contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from eligible retirement plans described in Code Section 402(c)(8)(B). A separate accounting of rollover contributions shall be maintained including separate accounts for the portion of such contributions otherwise includible in gross income and the portion of such contributions not otherwise includible in gross income (i.e., the before-tax and after-tax portion of such contributions.)

C. Where the Contract and Certificate, if applicable, are issued in connection with a Code Section 457 Plan that satisfies the requirements of Code Section 457(e)(1)(A) (i.e. a governmental 457 plan):

1. **Rollovers Accepted to the Extent Allowed by the Plan.** To the extent allowed by the Plan, this Contract shall accept contributions that are considered rollover eligible amounts in accordance with Code Section 402(c)(4) from an eligible retirement plan described in Code Section 402(c)(8)(B). A separate accounting of rollover contributions shall be maintained including a separate account for the portion of such contributions that is subject to Code Section 72(t).

This Endorsement shall be effective January 1, 2002. In the event of any subsequent recodification of the Code Section references contained herein, this Endorsement shall be construed to refer to the original Code Sections, as recodified.



President  
ING Life Insurance and Annuity Company



# Application Form

## Group Annuity Contracts

ING Life Insurance and Annuity Company (the Company)  
151 Farmington Avenue  
Hartford, CT 06156-8022

### Applicant Information

Applicant Name (Employer)

*Ledyard Public Schools*

Tax Identification No.

*06-6001630*

Applicant Address (No. & Street)

*4 Blouin Blvd.*

P.O. Box (optional)

City/Town

*Ledyard*

State

*CT.*

Zip Code

*06339*

### Account Information

Plan Name (if any)

#### Type of Organization:

☒ Governmental Organization

☐ State, local, county, municipality

☐ Healthcare

☒ Public School

☒ K-12

☐ Higher Education

☐ Tax-exempt Organization (includes churches, healthcare organizations and private education organizations)

☐ 501(c)(3) Organization (IRS Tax-exempt status letter required to be submitted for organizations formed after 10/9/69)

☐ Church, qualified and non-qualified Church controlled organizations

☐ Healthcare

☐ Education

☐ Other: \_\_\_\_\_ Type of Entity: \_\_\_\_\_

☐ 501(c)( ) Organization Type of Entity: \_\_\_\_\_

☐ For Profit Organization:

☐ Corporation

☐ Unincorporated (e.g. partnerships and self employed individuals; also including S Corporations)

☐ Other: \_\_\_\_\_

#### Type of Plan:

457 Plan

☐ Governmental 457(b) (including public schools)

☐ Tax-exempt 457(b) top hat (for select management and/or highly compensated employees)

☐ Tax-exempt 457(b) (only non-qualified Church controlled organizations)

☐ 457(f)

403(b)

☒ 403(b) Non-ERISA public schools and ERISA exempt 501(c)(3) organizations

☐ 403(b) ERISA (generally, 501(c)(3) organization sponsoring a 403(b) with employer and/or employee contributions)

401(a)/(k)

☐ 401(a)

☐ 401(k) - employee salary deferral plan

Other: \_\_\_\_\_

#### Product:

☐ Government Custom Choice - Value

☐ Government Custom Choice - Original-(not available unless linking to an existing Master Billing Group)

☐ Retirement Master

☒ Education Custom Choice

☐ Retirement Plus

☐ Voluntary Tax Deferred Annuity

☐ Retirement Choice (Fixed Plus III)

☐ Other \_\_\_\_\_

Is this Plan subject to ERISA Title I?

☐ Yes

☒ No

If Yes, indicate Plan Anniversary Month/Day \_\_\_\_\_

If Yes, indicate Plan Beginning Date \_\_\_\_\_

Contract is to be:

☒ Allocated

☐ Unallocated

CONTRACT EFFECTIVE DATE:

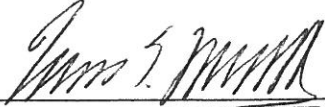
*3-1-08*

2008 FEB 21 PM 3: 53

**FOR MASTER APPLICATIONS ONLY**

*I hereby acknowledge receipt of an Account C prospectus dated April 30, 2007 as well as all current prospectuses for the funds available under the Contracts.*

         Please send an Account C Statement of Additional Information (Form No. SAI.01107-07) dated April 30, 2007.



\_\_\_\_\_  
**CONTRACT HOLDER'S SIGNATURE**

         2/20/2008

\_\_\_\_\_  
**DATE**







## Plan Sponsor Submission Information

Education Markets: Governmental Non-ERISA  
(Not for Use with ING Retirement Choice Fixed Plus III Product)

ING Life Insurance and Annuity Company (ILIAC), and ING Financial Advisers, LLC (member SIPC) may be referred to as ING. Submit with Master Application.

ING Life Insurance and Annuity Company  
P.O. Box 990063  
Hartford, CT 06199-0063  
Fax: 800-643-0063

### Part 1 – Case Profile

#### Employer Information

Employer Name

Hedford Public Schools

Address (No. & Street/PO Box, City/Town, State, ZIP) – if different from the Address listed on Master Application

Administrator Contact Name and Phone Number (please print)

If ING is not the exclusive provider, list the names of other carriers:

#### Product/Plan Information

Please check the appropriate product and check the code section that applies.

Type of Organization: Governmental Public School/Institution

Market

☒ 01-K-12

☐ 02-Higher Ed

403(b)

☐ Voluntary 403(b)

☐ Retirement Master\*

☒ ING Custom Choice

Voluntary TDA

Other \_\_\_\_\_

457(b)

☐ ING Education Custom Choice 457

Other \_\_\_\_\_

(Product approval required)

401(a)

☐ Retirement Master\*

☐

Other \_\_\_\_\_

\* EE and ER contributions required

Special Pay Plans: (Product Manager Approval Required)

☐ 403(b)

☐ 401(a)

Other \_\_\_\_\_

#### Contributions

Contributions (check all that apply)

403(b)

457(b)

401(a)

Employee Pre-Tax

☒

☐

N/A

Employee Roth

☐

N/A

N/A

Employer

☒

☐

☐

After-Tax Contribution

☐

☐

414(h) Pickup Contribution

☐

☐

Contribution Frequency (check all that apply)

Employee

☐ Annually

☐ Quarterly

☐ Monthly

☐ Semi-Monthly

☒ Bi-Weekly

☐ Weekly

Employer

☐ Annually

☐ Quarterly

☐ Monthly

☐ Semi-Monthly

☒ Bi-Weekly

☐ Weekly

Total Number of Eligible Employees

400

Total Takeover Plan Assets

A Estimated 1<sup>st</sup> Year Enrollment (Number of Participants)

B Estimated Average Annual Amount (Contribution per Participant)

ER \_\_\_\_\_ EE \_\_\_\_\_

C Estimated 1<sup>st</sup> Year Cash Flow (A x B)

ER \_\_\_\_\_ EE \_\_\_\_\_

#### Special Requests

(e.g., Does this case require any special Case Notations regarding processing restrictions?)

#### Contract Administration

Is this Contract to be linked with an existing Master Billing Group? ☒ Yes ☐ No

If Yes, indicate Master Billing Group No. ✓FR186

Does the Plan require a Forfeiture Account (not applicable to 457)? ☐ Yes ☒ No

Loans allowed from

EE Contributions\* ☒ Yes ☐ No

ER Contributions ☒ Yes ☐ No

\*Loans are not currently available from Employee Roth Accounts. Once the feature becomes available, we will include the Employee Roth assets as an available money source.

Does this Plan qualify for Large Case Credit?

Requirements:

401(a) and/or 403(b) Plans-minimum 200 active participants or \$500,000 in annual contributions. ☐ Yes ☐ No

457 Plans- minimum of 2000 eligible employees.

☐ Yes ☐ No

## Part 2 – Data Remittance and Deposit Options Available

### Payroll Remittance *Payroll remittance elections apply only to K-12 Voluntary 403 (b) plans.*

The Plan Sponsor elects to:

- ☐ Automate payroll remittances; ING will work with payroll personnel to transmit remittance over the phone or via internet electronic fund transfer;
- ☐ Re-code payroll remittance information to include multiple billing groups for participants (applicable for existing plans only); or
- ☐ Receive contribution summaries from ING to include with payroll remittances.

### Data Remittance *To ensure accuracy and timeliness in the processing of Plan Contributions, ING offers 3 options. Select only one method you wish to use.*

ING requires one (1) of three (3) methods to accommodate your submission of census and contribution remittances.

- ☐ Voice Response Unit (VRU)
- ☐ Internet File Transfer (IFT)
- ☐ Internet Direct Payment

Date of first contribution submission to ING: \_\_\_\_\_

Submission frequency by location and source: \_\_\_\_\_

### Deposit Method *You must select only one Deposit Method.*

- ☐ ACH Debit - Money is electronically transferred from the Sponsor's Bank Account to ING when remittance data is received (ACH Debit Section must be completed).
- ☐ ACH Credit - Sponsor initiates electronic transfer of money, which is received the following business day by ING.
- ☐ Wire Transfer - Sponsor initiates money transfer to ING via federal reserve system.

### Automated Clearing House (ACH) Debit Account Information

ING will access the bank account below upon receipt of remittance data and will process an Automated Clearing House (ACH) debit transaction from the customer account. Funds will be transferred to the Operating Account at Wachovia Bank in Winston-Salem, North Carolina. In consideration of your participation in this Plan, in the unlikely event of an ACH debit error, ING agrees to indemnify and hold the Customer harmless from any loss you may suffer from the above transaction. This authorization applies to all of the subsidiaries and affiliates of the Customer and is effective immediately. Termination of this Agreement must be submitted in writing and will be effective upon receipt of written request by ING. Bank account information can be updated by the customer via ING approved mediums that have been made available to the customer (VRU/Internet Direct Payment) or by contacting ING at 1-800-238-6212. ING will confirm to the Customer when bank account information has been updated. Upon receipt of your bank account information, ING will process a "pre-note" \$0.00 transaction to verify account information. This takes approximately ten (10) business days from the date ING receives this completed form. Once all information is acknowledged for accuracy, ING will thereafter access Customer bank account each time remittance information is sent to ING by the Customer for an amount which may vary from time to time. Customer will verify amount through selected remittance medium.

Bank Name	Bank Contact Person
Bank Address (No. & Street / PO Box, City/Town, State, ZIP)	
Bank Account No.	ABA Routing No. (9 digits)
Bank Telephone No.	Bank Fax No.

### ACH Debit Confirmation Election *(Applies to ACES Plans only)*

If you have selected ACH Debit as your payment method, ING will return a confirmation of receipt upon processing your remittance. Please indicate below your preference for receiving this confirmation.

☐ Mail Back – Written confirmation mailed to the following address (No. & Street / PO Box, City/Town, State, ZIP): \_\_\_\_\_

☐ Fax Back – Confirmation sent to Fax No (include area code): \_\_\_\_\_

☐ E-Mail – Confirmation sent to E-Mail Address: \_\_\_\_\_

### Plan Sponsor Contact

Plan Sponsor Contact Name <i>William Herrill</i>	Tax Identification No. <i>06-6001630</i>
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### Payroll Contact

Payroll Contact Name <i>Theese Roush</i>	No. of Payroll Locations <i>1</i>	Plan No. (to be completed by ING)
Address (No. & Street/PO Box, City/Town, State, ZIP) <i>4 Blondus Blvd. Hedgeland, CT. 06339</i>		
Telephone No. (Please include area code) <i>860-464-9255 Ex 213</i>		Fax No.
Email Address (if available) <i>T.Roush@hedgeland.net</i>		

<b>TPA Information</b> <i>N/A</i>	TPA Name  Address (No. & Street/PO Box, City/Town, State, ZIP)	Telephone No. (     )
<b>Additional Loan Information</b> 457 Plans only  <i>N/A</i>	<p>Sponsor Election Regarding the Availability of Loans Under the Contract:</p> <p><input type="checkbox"/> No loans are to be made available under the Contract</p> <p><input type="checkbox"/> Yes, participants may borrow from their account balances in accordance with the loan provisions set forth in the Contract and ING's administrative rules as they may exist from time to time.</p> <p>If "Yes," please indicate below from which money sources loans may be taken. If loans are available and no money source(s) is/are indicated, loans will be made available from all sources.</p> <p>Loans are available from the following money sources: _____</p> <p>Loan Authorization:</p> <p>Employee Self-Certification      <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Employer Signature Required    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Does the plan provide for in-service distributions beginning at age 70½?    <input type="checkbox"/> Yes    <input type="checkbox"/> No</p> <p>Sponsor understands and agrees that ING is not responsible for ensuring that loans will be administered in accordance with the plan document. ING will administer loans consistently with the information provided above. Upon request, ING will provide the Sponsor with a sample copy of a loan agreement and disclosure form describing the terms under which loans are available and administered.</p>	
<b>Mortality &amp; Expense Charges (M&amp;E)</b>	Mortality and Expense charge for an Annuity Contract applies to the variable investment options only. The charge does not include Mutual Fund Investment Advisory and Administrative Fees or other fund operating expenses. These separate expenses are added to the M&E to determine the total cost of the variable investment options.	
<b>Maintenance Fee</b>	The maintenance fee is deducted from participant account(s) established under the contract on or about each contract anniversary date and at the time of full surrender.	
<b>Fees</b>	<ul style="list-style-type: none"> <li>The Annuity Contract Mortality and Expense Charge will be <u>0.75%</u>.</li> <li>The Annuity Contract Maintenance Fee will be <u>0</u>.</li> </ul> <p><i>We reserve the right to impose an additional 0.25% Administration Charge on those Plans that do not adhere to ING's automation standards.</i></p>	
<b>Compensation</b>	<p><b>Compensation is not an additional fee.</b></p> <p>With respect to the schedule below, the representative may select other payment options that would be financially equivalent but that would result in a lower percentage applying to first year premium and increases, and higher percentages applying to one or more of the other categories.</p> <p>Compensation is paid at <u>3</u> % of all contributions in the first year and on increase contributions, <u>50</u> % on all renewal contributions, and <u>2</u> % on transfer amounts. A fixed trailer compensation of <u>10</u> % will be paid on the total assets commencing in the thirteenth month. Supplemental bonus compensation may also be paid at ____ % of the commissions on first year premiums, increase premiums, and external qualified single premiums earned on ILIAC contracts that are eligible for this program.</p> <p>Compensation may also be paid at the time of selection of an annuitization option or systematic distribution option, and will be disclosed to the participant at the time the option is selected.</p> <p>Any questions regarding compensation may be referred to your representative.</p>	
<b>Fees Paid to ING by Mutual Funds</b>	<p>ING receives payments from mutual fund investment managers:</p> <p><b>12b-1 Fees:</b> Some funds offered under our products pay ING Financial Advisers, LLC a fee ranging from 0.15% - 0.50% of assets in their applicable funds for distribution and other services provided on behalf of those funds. These fees (sometimes referred to as "12b-1 Fees") vary from fund to fund.</p> <p><b>Administration and Other Fees:</b> ING receives, or may receive, fees of up to \$12 per Participant per Fund from one or more of the applicable funds. Alternatively, ING may receive up to 0.425% of assets in administrative fees from one or more of the applicable funds. These fees, where received, cover the following types of administrative services only and do not constitute payment for investment advisory services or costs of distribution: Accounting, recordkeeping, prospectus printing and/or delivery/mailling, proxy printing and/or mailing and tabulation, periodic fund reports printing and/or mailing, etc. For information on which funds pay ING such fees and at what level, please consult your ING Representative. Written confirmation will be provided upon request.</p> <p><b>Other Mutual Fund Fees and Expenses:</b> The charges listed above do not include mutual fund investment advisory fees or other fund operating expenses.</p> <p>Please refer to the mutual fund prospectuses and investment option summaries for more complete information about all expenses and fees.</p>	
<b>Fund Restrictions</b>	If you wish to restrict the fund choices, please provide a letter along with this paperwork specifying your restrictions.	

## Part 3 - Plan Primary Contact Designation

### Client Primary Contact Information

Contact Name

*William Merrill*

Title

*Business Manager*

Email Address

*bmerrill@bedyard.net*

Business Telephone Number

*860-464-9255 ex 215*

The designation of **PRIMARY CONTACT** defines the individual's role as the person at your organization who is authorized to control ING Sponsor Web Site "Access Authorization" and make changes to "Mail Delivery Preferences" for your retirement plan. The Access Authorization feature will allow the Primary Contact to assign and control other individual's access to the ING Sponsor Web Site. Additionally, the Primary Contact will determine and authenticate the specific permission of various functionalities within the Web site for each authorized individual. The Primary Contact will be responsible for the individuals that he/she has authorized and the level of permissions assigned to each of those individuals.

The following chart illustrates the various permissions and associated functionality.

Access Type	Permission	Functionality (Some or all of the functionality may be available to your plan)
Plan	Inquiry	View plan-level financials (assets, plan balance), usage reports, publications, forms and other plan-related information as well as set/change mail delivery preferences. Mail Delivery Preferences is not applicable to all plans.
	Update	Plan Inquiry functionality and in addition, the ability to update plan-specific information. Update capability may not be available for all plans.
	None	User does not have the ability to view and/or update plan-level information.
Participant	Inquiry	List all participants for a plan and view their account information.
	Update	Approve participant loans and add/update participant's profile information (e.g., participant address, date of birth) Participant update may not be available for all plans.
	None	User does not have the ability to view and/or update participant information.
Payroll	Yes	Submit contributions and other files for processing.
	No	User does not have the ability to submit contributions and other files for processing.
Administrative Rights	Yes	Authorizes/controls access to the ING Plan Sponsor Web Site.
	No	User does not have the ability to authorize/control access to the ING Plan Sponsor Web Site.

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## Part 4 - Responsibilities, Authorization, Approval and Signatures

### Co-Responsibilities of Plan Sponsor and ING Life Insurance and Annuity Company – INFORMATION SHARING

Plan Sponsor acknowledges that the 403(b) Plan under which is funded by 403(b) annuity contract(s) issued by ING Life Insurance and Annuity Company (ILIAC) permits contract exchanges and that ILIAC's 403(b) annuity contract is available to receive both ongoing contributions and contract exchanges under the 403(b) Plan. Information sharing as described in this section applies to any 403(b) annuity contract issued by ILIAC on behalf of a Participant or Beneficiary (pursuant to sections 1.403(b)-(2)(b) (3) and (12) of the Final Treasury Regulations) pursuant to an exchange from a prior issuer's 403(b) contract as described in section 1.403(b)-10(b) of the Treasury Regulations under the Plan Sponsor's 403(b) Plan.

- Plan Sponsor and ILIAC agree to share with each other the following information from time to time:
  1. Information necessary for ILIAC's 403(b) annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the Participant or Beneficiary, to satisfy section 403(b), including information concerning the Participant's employment, if applicable, and information that takes into account the Participant or Beneficiary's other section 403(b) contracts or qualified employer plans (such as whether a severance from employment has occurred for purposes of the distributions restrictions in §1.403(b)-6 of the Final Treasury Regulations and whether the hardship withdrawal rules of §1.403(b)-6(d)(2) are satisfied).
  2. Information necessary for ILIAC's annuity contract, or any other contract to which contributions have been made by the Plan Sponsor under the 403(b) Plan on behalf of the same individual, to satisfy other tax requirements (such as whether a plan loan satisfies the conditions in Internal Revenue Code section 72(p)(2) so that the loan is not a deemed distribution under section 72(p)(2)).
  3. Any other information required to comply with the applicable laws and regulations.
  4. Information sharing must begin NO LATER than January 1, 2009.
- The Plan Sponsor agrees to comply with the Final IRS 403(b) regulations which are generally effective January 1, 2009.
- The Plan Sponsor agrees to provide ILIAC with a list of all issuers approved to issue 403(b) contracts to Participants or Beneficiaries under the 403(b) Plan and ILIAC agrees to cooperate with respect to sharing information as described in this section. The Plan Sponsor agrees to identify ILIAC as an approved Investment Provider and ILIAC's contracts as available under the Plan to receive both ongoing contributions and contract exchanges in a written plan, no later than January 1, 2009 as required by the new 403(b) regulations.
- The Plan Sponsor agrees to partner with ILIAC and other approved Providers and, and if applicable, any third party administrators to develop both procedures and agreements to share participant information, as required by the 403(b) regulations, including the information mentioned above, and any other information necessary to comply with the new 403(b) regulations.
- The Plan Sponsor agrees to establish a written plan that covers both required elements and any optional features and to amend the plan as may be necessary from time to time.
- The Plan Sponsor agrees to review any applicable state laws and local laws and collective bargaining agreements regarding any provisions about exchanges of Participant 403(b) accounts.
- ILIAC agrees to request information regarding a prior 403(b) contract from the prior issuer at the time of an exchange into a 403(b) contract issued by ILIAC and provide information to any successor issuer in any subsequent exchange transaction out ILIAC's 403(b) annuity contract. In the absence of available information regarding all or any portion of a 403(b) contract, ILIAC shall rely on the rules described in §1.403(b)-6(d)(3) of the Final Treasury Regulations.

### Plan Sponsor Responsibilities

- Overall Plan operation, including wage withholding in connection with Employee Roth contributions.
- Select a Plan design that best meets the sponsor's objectives. Choose Plan's investment options.
- If necessary appoint a Third Party Administrator (TPA) to ensure Plan compliance with qualification requirements, manage that relationship, and provide the TPA with Employee data.
- Review Plan document, and related documentation with legal counsel.
- Make Plan contributions, consistent with ING's money collection specifications.
- Review and reconcile payroll contribution information with contract investment reports.

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## Part 6 – Domestic Emerging Markets

### CONFIDENTIAL INFORMATION Domestic Emerging Markets\*

\*ING defines Domestic Emerging Markets as those high growth segments of the United States population that control a large and ever-increasing segment of the economy.

To help us better serve our Sponsors and their Participants, please tell us about the demographics of this new case. This information will help ING provide our customers with specialized capabilities and services, e.g., bilingual capabilities, the Calendar of African American History, and/or brochures and books to help women meet their special financial needs. The information, if provided, will be confidential except when used to direct these and other ING resources.

Thank you.

Are any of the following Domestic Emerging Markets **significantly** represented in the Employee population (*i.e.*, 20% of the Employee population or greater):

	Yes	No	Unknown	If Yes
African American	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ % if known
Asian American	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ % if known
Latino/Hispanic	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ % if known
Other Emerging Market:	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____ % if known

Please specify \_\_\_\_\_

Complete the following based on the demographics of the person(s) who are the decision makers for the purchase of ING's program/service.

- ☐ Woman
- ☐ African American
- ☐ Asian American
- ☐ Latino/Hispanic
- ☐ Other Emerging Market – Please Specify: \_\_\_\_\_
- ☐ None of the above







**ING Life Insurance and Annuity Company**

Home Office: One Orange Way  
Windsor, CT 06095-4774

PO Box 990065  
Hartford, CT 06199-0065  
800-525-4225

**Group Combination, Deferred Annuity Contract  
(Nonparticipating)**