

SERFF Tracking Number: INGD-126233975 State: Arkansas
 Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 44072
 Company Tracking Number: IU-RA-4021
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: IRA and Roth IRA Endorsements
 Project Name/Number: IU-RA-4021/IU-RA-4021

Filing at a Glance

Company: ING Life Insurance and Annuity Company

Product Name: IRA and Roth IRA SERFF Tr Num: INGD-126233975 State: Arkansas

Endorsements

TOI: A02.11 Individual Annuities- Deferred Non- SERFF Status: Closed-Approved- State Tr Num: 44072
 Variable and Variable Closed

Sub-TOI: A02.11.004 Modified Single Premium Co Tr Num: IU-RA-4021 State Status: Approved-Closed
 Filing Type: Form Reviewer(s): Linda Bird

Authors: Karen Flieck, Alicia Disposition Date: 11/17/2009

Gemelli, Susan Holloway, Christine

Runkle-DiFonzo, Patricia Smith

Date Submitted: 11/11/2009 Disposition Status: Approved-Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: IU-RA-4021

Status of Filing in Domicile: Pending

Project Number: IU-RA-4021

Date Approved in Domicile:

Requested Filing Mode: Review & Approval

Domicile Status Comments: Connecticut is our state of domicile.

Explanation for Combination/Other:

Market Type: Individual

Submission Type: New Submission

Group Market Size:

Overall Rate Impact:

Group Market Type:

Filing Status Changed: 11/17/2009

Explanation for Other Group Market Type:

State Status Changed: 11/17/2009

Deemer Date:

Created By: Christine Runkle-DiFonzo

Submitted By: Christine Runkle-DiFonzo

Corresponding Filing Tracking Number:

Filing Description:

The IRA Endorsement form IU-RA-4021 and Roth IRA Endorsement form IU-RA-4022 are new and are not intended to revise or replace any forms previously filed with, or approved for use by, your Department. These forms do not contain any unusual or possibly controversial items from normal company or industry standards.

| | | | |
|---------------------------------|---|-------------------------------|---|
| <i>SERFF Tracking Number:</i> | <i>INGD-126233975</i> | <i>State:</i> | <i>Arkansas</i> |
| <i>Filing Company:</i> | <i>ING Life Insurance and Annuity Company</i> | <i>State Tracking Number:</i> | <i>44072</i> |
| <i>Company Tracking Number:</i> | <i>IU-RA-4021</i> | | |
| <i>TOI:</i> | <i>A02.11 Individual Annuities- Deferred Non-</i> | <i>Sub-TOI:</i> | <i>A02.11.004 Modified Single Premium</i> |
| | <i>Variable and Variable</i> | | |
| <i>Product Name:</i> | <i>IRA and Roth IRA Endorsements</i> | | |
| <i>Project Name/Number:</i> | <i>IU-RA-4021/IU-RA-4021</i> | | |

Forms IU-RA-4021 and IU-RA-4022 will be attached with the appropriate individual fixed and variable annuity contracts as approved, or as may be filed and approved, in your state, to qualify such contracts as IRAs and Roth IRAs under the Internal Revenue Code Sections 408A and 408(b).

The officer's signature is enclosed in brackets to indicate variability. We reserve the right to make changes to the officer's signature to reflect current company operations. Changes in printing technology may slightly alter the format of the forms, we reserve the right to make such changes without refiling. Any such revisions will comply with applicable state requirements.

Due to the constraints of SERFF requiring submissions to be categorized as a specific type of insurance, only one TOI and one Sub TOI can be chosen for the type of filing. Please understand that while this submission may only show one line of insurance in SERFF, the endorsements will be used with the appropriate individual fixed and variable annuity contracts.

The forms have been filed concurrently for use in Connecticut, our state of domicile.

As the language of the endorsements is generally required by the IRS to qualify the plans as IRAs and Roth IRAs, they are exempt from any state readability requirements.

Your review and approval of this submission will be greatly appreciated. If there are any questions or comments regarding this filing, please do not hesitate to contact me at 1-800-325-3792 extension 4253977, directly at 610-425-3977, or via e-mail at christine.runkle-difonzo@us.ing.com.

Company and Contact

Filing Contact Information

Christine DiFonzo, Contract Analyst
1475 Dunwoody Drive

christine.runkle-difonzo@us.ing.com

800-325-3792 [Phone] 4253977

[Ext]

West Chester, PA 19380

610-426-3520 [FAX]

Filing Company Information

ING Life Insurance and Annuity Company
One Orange Way
Windsor, CT 06095
(800) 654-8065 ext. [Phone]

CoCode: 86509

State of Domicile: Connecticut

Group Code: 229

Company Type:

Group Name:

State ID Number:

FEIN Number: 71-0294708

SERFF Tracking Number: *INGD-126233975* State: *Arkansas*
Filing Company: *ING Life Insurance and Annuity Company* State Tracking Number: *44072*
Company Tracking Number: *IU-RA-4021*
TOI: *A02.11 Individual Annuities- Deferred Non-Variable and Variable* Sub-TOI: *A02.11.004 Modified Single Premium*
Product Name: *IRA and Roth IRA Endorsements*
Project Name/Number: *IU-RA-4021/IU-RA-4021*

Filing Fees

Fee Required? Yes
Fee Amount: \$40.00
Retaliatory? No
Fee Explanation: 20.00 per endorsement
Per Company: No

| COMPANY | AMOUNT | DATE PROCESSED | TRANSACTION # |
|--|---------|----------------|---------------|
| ING Life Insurance and Annuity Company | \$40.00 | 11/11/2009 | 31960752 |

SERFF Tracking Number: INGD-126233975 State: Arkansas
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 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: IRA and Roth IRA Endorsements
 Project Name/Number: IU-RA-4021/IU-RA-4021

Correspondence Summary

Dispositions

| Status | Created By | Created On | Date Submitted |
|---------------------|------------|------------|----------------|
| Approved- Closed | Linda Bird | 11/17/2009 | 11/17/2009 |

Amendments

| Schedule | Schedule Item Name | Created By | Created On | Date Submitted |
|----------|---|------------------------------|------------|----------------|
| Form | Individual Retirement Annuity Endorsement | Christine Runkle- DiFonzo | 11/16/2009 | 11/16/2009 |
| Form | Roth Individual Retirement Annuity Endorsement | Christine Runkle- DiFonzo | 11/16/2009 | 11/16/2009 |

Filing Notes

| Subject | Note Type | Created By | Created On | Date Submitted |
|-------------------------------|------------------|------------------------------|------------|----------------|
| IRA and Roth IRA Endorsements | Note To Reviewer | Christine Runkle- DiFonzo | 11/12/2009 | 11/12/2009 |

SERFF Tracking Number: INGD-126233975 State: Arkansas
 Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 44072
 Company Tracking Number: IU-RA-4021
 TOI: A02.11 Individual Annuities- Deferred Non- Sub-TOI: A02.11.004 Modified Single Premium
 Variable and Variable
 Product Name: IRA and Roth IRA Endorsements
 Project Name/Number: IU-RA-4021/IU-RA-4021

| Schedule | Schedule Item | Schedule Item Status | Public Access |
|---------------------|---|----------------------|---------------|
| Supporting Document | Flesch Certification | | Yes |
| Supporting Document | Application | | No |
| Supporting Document | Life & Annuity - Actuarial Memo | | No |
| Form (revised) | Individual Retirement Annuity Endorsement | | Yes |
| Form | Individual Retirement Annuity Endorsement | | Yes |
| Form (revised) | Roth Individual Retirement Annuity Endorsement | | Yes |
| Form | Roth Individual Retirement Annuity Endorsement | | Yes |

SERFF Tracking Number: *INGD-126233975* State: *Arkansas*
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 Product Name: *IRA and Roth IRA Endorsements*
 Project Name/Number: *IU-RA-4021/IU-RA-4021*

Amendment Letter

Submitted Date: 11/16/2009

Comments:

Attached is the final form for the IRA endorsement IU-RA-4021 and Roth IRA endorsement IU-RA-4022. We apologize for any inconvenience.

Sincerely,
 Christine DiFonzo
 Contract Analyst

Changed Items:

Form Schedule Item Changes:

Form Schedule Item Changes:

| Form Number | Form Type | Form Name | Action | Form Action Other | Previous Filing # | Replaced Form # | Readability Score | Attachments |
|-------------|-----------------|---|---------|-------------------|-------------------|-----------------|-------------------|----------------|
| IU-RA-4021 | Policy/Contract | Individual Retirement Certificate: Annuity Amendment, Endorsement Insert | Initial | | | | 0.000 | IU-RA-4021.pdf |
| IU-RA-4022 | Policy/Contract | Roth Individual Retirement Certificate: Annuity Amendment, Endorsement Insert | Initial | | | | 0.000 | IU-RA-4022.pdf |

SERFF Tracking Number: *INGD-126233975* State: *Arkansas*
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Form Schedule

Lead Form Number: IU-RA-4021

| Schedule Item Status | Form Number | Form Type | Form Name | Action | Action Specific Data | Readability | Attachment |
|----------------------|-------------|-------------|---|---------|----------------------|-------------|----------------|
| | IU-RA-4021 | Policy/Cont | Individual Retirement Initial ract/Fratern Annuity Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0.000 | IU-RA-4021.pdf |
| | IU-RA-4022 | Policy/Cont | Roth Individual Retirement Annuity ract/Fratern Endorsement al Certificate: Amendmen t, Insert Page, Endorseme nt or Rider | Initial | | 0.000 | IU-RA-4022.pdf |

ING Life Insurance and Annuity Company

P.O. BOX 10450, 909 LOCUST STREET, DES MOINES, IOWA 50306-0450

Individual Retirement Annuity Endorsement

The Contract to which this Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the Contract Date.

This Endorsement amends the Contract in order to meet the qualification requirements for an Individual Retirement Annuity ("IRA") under Section 408(b) of the Code, and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS OR SURRENDERS. IF YOU RETURN YOUR IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your IRA) following the date you received your IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as certain guaranteed living and death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your beneficiaries. Joint Owners are not permitted. You are also the Annuitant.

Your Interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract may require the payment of a minimum Premium amount. Additional Premiums, if permitted under the Contract, will be subject to a minimum amount that is not greater than \$50.

- (1) A Contribution permitted under the Contract may include a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code Section 7701(a)(37), and cash not exceeding \$5,000 for any taxable year. In addition, if the Contract permits the Contribution of an Initial Premium and Additional Premiums, a permitted Contribution may include a Contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code Section 408(k). After 2008, this annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (2) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (3) In addition to the amounts described in paragraphs (1) and (2) above, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

3.2 SIMPLE IRA Contribution Limitation

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of this IRA to the contrary, the distribution of your Interest in this IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in this IRA must satisfy the requirements of Section 408(a)(6) of the Code and the regulations thereunder, rather than the provisions of subsections 4.2 and 4.3.

4.2 Required Minimum Distributions

Your entire Interest in the IRA will be distributed no later than April 1 following the calendar year in which you attain 70½ (the "required beginning date") over your life or the lives of you and your Designated Beneficiary, or a period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your Designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 under Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described in the paragraph above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1 of the year following the year in which you attain 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of Section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

4.3 Distributions Upon Death

Death On or After Required Distributions Commence. If you die on or after the date required distributions commence, the remaining portion of your Interest will continue to be distributed under the Contract option chosen.

Death Before Required Distributions Commence. If you die before required distributions commence, your entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest must be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the Contract option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.
- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may only be made once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Multiple IRAs

If you own more than one IRA, the required minimum distribution must be calculated separately for each IRA. The separately calculated amounts may be totaled and the total distribution taken from any one or more of your IRAs under the rules set forth in Q&A-9 of Section 1.408-8 of the Income Tax Regulations. Amounts in IRAs that you hold as a beneficiary of the same decedent and which are being distributed under Code Section 401(a)(9)(B)(iii) or (iv) may be aggregated, but such amounts may not be aggregated with amounts held in IRAs that you hold as the IRA owner or as the beneficiary of another decedent.

5.2 Annual Report

We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.3 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

5.4 Annuity Plan Table

When the underlying Contract is issued in connection with a SEP-IRA, Annuity Plan Tables B and C in the underlying Contract are replaced with the following tables:

Table B: Life Payments (Single Annuitant)

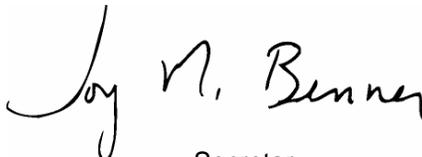
| Annuitant's Age | Life Only Unisex | Life with 10 | Life with 20 |
|--------------------|---------------------|--------------------------------------|--------------------------------------|
| | | Years Period Certain Unisex | Years Period Certain Unisex |
| 50 | \$2.75 | \$2.74 | \$2.70 |
| 55 | 3.08 | 3.07 | 2.99 |
| 60 | 3.52 | 3.49 | 3.34 |
| 65 | 4.11 | 4.04 | 3.72 |
| 70 | 4.93 | 4.75 | 4.10 |
| 75 | 6.12 | 5.67 | 4.38 |
| 80 | 7.88 | 6.71 | 4.53 |
| 85 | 10.50 | 7.65 | 4.58 |

Table C: Joint and Last Survivor Life Payments (Joint Annuitants)

| | Age | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Age | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 |
| 50 | \$2.41 | \$2.51 | \$2.59 | \$2.65 | \$2.69 | \$2.71 | \$2.73 | \$2.74 | \$2.74 | \$2.74 |
| 55 | 2.51 | 2.66 | 2.79 | 2.89 | 2.97 | 3.01 | 3.04 | 3.06 | 3.07 | 3.08 |
| 60 | 2.59 | 2.79 | 2.98 | 3.15 | 3.29 | 3.38 | 3.44 | 3.48 | 3.50 | 3.51 |
| 65 | 2.65 | 2.89 | 3.15 | 3.41 | 3.64 | 3.82 | 3.97 | 4.02 | 4.06 | 4.08 |
| 70 | 2.69 | 2.97 | 3.29 | 3.64 | 3.99 | 4.31 | 4.56 | 4.72 | 4.82 | 4.87 |
| 75 | 2.71 | 3.01 | 3.38 | 3.82 | 4.31 | 4.82 | 5.27 | 5.62 | 5.84 | 5.97 |
| 80 | 2.73 | 3.04 | 3.44 | 3.94 | 4.56 | 5.27 | 6.01 | 6.67 | 7.15 | 7.46 |
| 85 | 2.74 | 3.06 | 3.48 | 4.02 | 4.72 | 5.62 | 6.67 | 7.76 | 8.70 | 9.37 |

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

ING Life Insurance and Annuity Company

P.O. BOX 10450, 909 LOCUST STREET, DES MOINES, IOWA 50306-0450

Roth Individual Retirement Annuity Endorsement

The Contract to which this Roth Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the date it is attached to the Contract.

This Endorsement amends the Contract in order to meet the qualification requirements for a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Code, and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR ROTH IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR ROTH IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS OR SURRENDERS. IF YOU RETURN YOUR ROTH IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS ROTH IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your Roth IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your Roth IRA) following the date you received your Roth IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code. If you are married and filing a joint return, the greater Compensation of you or your spouse is treated as your own Compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Contribution to a Roth IRA or a deductible Contribution to a non-Roth IRA.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer, and re-characterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as certain guaranteed living and death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

Modified Adjusted Gross Income or Modified AGI means the amount defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a “conversion”).

Qualified Rollover Contribution means a rollover Contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover Contribution is from an IRA other than a Roth IRA; i.e. a non-Roth IRA. A Qualified Rollover Contribution includes a rollover from a designated Roth account described in Section 402A of the Code and an eligible retirement plan described in Section 402(c)(8)(B) of the Code.

Recharacterization means a regular Contribution to a non-Roth IRA that is recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular Contribution to this Roth IRA, subject to the limits in 3.1 below.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your beneficiaries. Joint Owners are not permitted. You are also the Annuitant.

Your Interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract to which this Endorsement is attached may require the payment of a minimum Premium amount. Additional Premiums, if permitted under the Contract, will be subject to a minimum amount that is not greater than \$50.

Maximum Permissible Amount. A Contribution permitted under the Contract may include a Qualified Rollover Contribution, a non-taxable transfer from another Roth IRA, a Recharacterization, and cash. The total of such cash Contributions to all Roth IRA's held by you in a taxable year may not exceed the lesser of the applicable amount (described below) or your Compensation for the year. The Contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's Compensation is referred to as a "regular Contribution." However, notwithstanding the dollar limits on Contributions, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period.

If you are under age 50, the applicable amount is \$5,000 for taxable year 2008 and thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments, if any, will be in multiples of \$500.

If you are age 50 or older, the applicable amount under the previous paragraph is increased by \$1,000.

The maximum regular Contribution that can be made to all of your Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

(1) The maximum regular Contribution is phased out ratably between certain levels of Modified AGI in accordance with the following table:

| Filing Status | Full Contribution | Phase-out Range Modified AGI | No Contribution |
|--------------------------------------|-------------------|---------------------------------|-------------------|
| Single or Head of Household | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widow(er) | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

If your Modified AGI for a taxable year is in the phase-out range, the maximum regular Contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1,000.

(2) If you make regular Contributions to both Roth IRA's and non-Roth IRA's in any taxable year, the maximum regular Contribution that may be made to all of your Roth IRA's in that taxable year is reduced by the regular Contributions made to your non-Roth IRA's for that taxable year.

3.2 SIMPLE IRA Contribution Limitation

No Contributions to this Roth IRA will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of the Contract to the contrary, the distribution of your Interest in this Roth IRA shall be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code, and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made in the form of an annuity on an irrevocable basis (except for acceleration), then distribution of the Interest in the Contract must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the regulations thereunder, rather than the distribution rules noted below.

4.2 Distributions During the Owner's Life

No amount is required to be distributed under Code Section 408A or Code Section 401(a)(9) prior to your death. However if distributions commence under an Annuity Plan while you are alive, the Annuity Plan that you may elect will be limited as necessary so that any Annuity Payments made after your death will satisfy Section 4.3 below. In particular, unless otherwise permitted under applicable federal tax law and by us, any Period Certain of Annuity Payments commencing during your life may not exceed the life expectancy of the Designated Beneficiary.

4.3 Distributions Upon Death

Upon your death, the entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the Contract option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the annuity starting date.

- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may be made only once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Annual Report

We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.2 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

SERFF Tracking Number: *INGD-126233975* State: *Arkansas*
 Filing Company: *ING Life Insurance and Annuity Company* State Tracking Number: *44072*
 Company Tracking Number: *IU-RA-4021*
 TOI: *A02.II Individual Annuities- Deferred Non- Variable and Variable* Sub-TOI: *A02.II.004 Modified Single Premium*
 Product Name: *IRA and Roth IRA Endorsements*
 Project Name/Number: *IU-RA-4021/IU-RA-4021*

Supporting Document Schedules

| | Item Status: | Status Date: |
|---|---------------------|---------------------|
| Satisfied - Item: Flesch Certification | | |

Comments:

Attached is Rule & Regulation 19 Certification. The other compliance certification does not apply as this is an endorsement filing.

As the language of the endorsements is required by the IRS to qualify the plans as IRAs and Roth IRAs, it is exempt from any state readability requirements.

Attachment:

AR Rule 19 Cert.pdf

| | Item Status: | Status Date: |
|-------------------------------------|---------------------|---------------------|
| Bypassed - Item: Application | | |

Bypass Reason: Not required. This is an endorsement filing.

Applications are Not made part of the contract.

Comments:

| | Item Status: | Status Date: |
|--|---------------------|---------------------|
| Bypassed - Item: Life & Annuity - Acturial Memo | | |

Bypass Reason: Please Note: This is an IRA and Roth IRA endorsement filing. There is no actuarial memorandum associated with this filing. There is no cost for the endorsements. Please refer to the filing description for more details of this filing. Thank you.

Comments:

**ARKANSAS
POLICY FORM CERTIFICATION**

Form Number: IU-RA-4021, IU-RA-4022

Form Title: Individual Retirement Annuity Endorsement
 Roth Individual Retirement Annuity Endorsement

By my signature below, I hereby certify that I have reviewed the enclosed policy forms and certify that the forms submitted meet the provisions of Rule 19 as well as all applicable requirements of the Arkansas Insurance Department.

Signed:



Assistant Secretary

November 11, 2009

Date

SERFF Tracking Number: *INGD-126233975* State: *Arkansas*
 Filing Company: *ING Life Insurance and Annuity Company* State Tracking Number: *44072*
 Company Tracking Number: *IU-RA-4021*
 TOI: *A02.11 Individual Annuities- Deferred Non- Variable and Variable* Sub-TOI: *A02.11.004 Modified Single Premium*
 Product Name: *IRA and Roth IRA Endorsements*
 Project Name/Number: *IU-RA-4021/IU-RA-4021*

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

| Creation Date: | Schedule | Schedule Item Name | Replacement Creation Date | Attached Document(s) |
|-----------------------|-----------------|--|----------------------------------|--|
| 11/11/2009 | Form | Individual Retirement Annuity Endorsement | 11/16/2009 | IRA Endorsement IU-RA-4021.pdf (Superseded) |
| 11/11/2009 | Form | Roth Individual Retirement Annuity Endorsement | 11/16/2009 | Roth IRA Endorsement IU-RA-4022.pdf (Superseded) |

ING Life Insurance and Annuity Company

P.O. BOX 10450, 909 LOCUST STREET, DES MOINES, IOWA 50306-0450

Individual Retirement Annuity Endorsement

The Contract to which this Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the Contract Date.

This Endorsement amends the Contract in order to meet the qualification requirements for an Individual Retirement Annuity ("IRA") under Section 408(b) of the Internal Revenue Code, as amended and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID LESS ANY WITHDRAWALS. IF YOU RETURN YOUR IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT" PROVISION OF THE CONTRACT TO WHICH THIS IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your IRA) following the date you received your IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. The term "compensation" includes any differential wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means a natural person designated by you as a Beneficiary and who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your Beneficiaries. Joint Owners are not permitted. You are also the Annuitant.

Your interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract may require the payment of a minimum Premium amount.

- (1) A Contribution permitted under the Contract may include a rollover contribution (as permitted by Code sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), a non-taxable transfer from an individual retirement plan under Code section 7701(a)(37), and cash not exceeding \$5,000 for any taxable year. In addition, if the Contract permits the Contribution of an Initial Premium and Additional Premiums, a permitted Contribution may include a contribution made in accordance with the terms of a Simplified Employee Pension (SEP) as described in Code section 408(k). After 2008, this annual cash contribution limit will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code section 219(b)(5)(D). Such adjustments will be in multiples of \$500.
- (2) In the case of an individual who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year beginning in 2006 and years thereafter.
- (3) In addition to the amounts described in paragraphs (1) and (2) above, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

3.2 SIMPLE IRA Contribution Limitation

No Contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of this IRA to the contrary, the distribution of your Interest in this IRA shall be made in accordance with the requirements of Code Section 408(b)(3) and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made under an Annuity Plan on an irrevocable basis (except for acceleration), then distribution of the Interest in this IRA must satisfy the requirements of Section 408(a)(6) of the Code and the regulations thereunder, rather than noted below in subsections 4.2 and 4.3.

4.2 Required Minimum Distributions

Your entire Interest in the IRA will be distributed no later than April 1 following the calendar year in which you attain 70½ (the "required beginning date") over your life or the lives of you and your Designated Beneficiary, or a period certain not extending beyond your life expectancy or the joint and last survivor expectancy of you and your Designated Beneficiary. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either nonincreasing or they may increase only as provided in Q&As-1 and -4 of Section 1.401(a)(9)-6 of the Income Tax Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 under Section 1.401(a)(9)-6 of the Income Tax Regulations.

The distribution periods described in the paragraph above cannot exceed the periods specified in Section 1.401(a)(9)-6 of the Income Tax Regulations.

The first required payment can be made as late as April 1 of the year following the year in which you attain 70½ and must be the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval. If all or a portion of an individual account is used to purchase an annuity after distributions are required to commence (the required beginning date, in the case of distributions commencing before death, or the date determined under Q&A-3 of Section 1.401(a)(9)-3 of the Income Tax Regulations, in the case of distributions commencing after death), payments under the annuity, and distributions of any remaining account, must be made in accordance with Q&A-5(e) of Section 1.401(a)(9)-5 of the Income Tax Regulations.

4.3 Distributions Upon Death

Death On or After Required Distributions Commence. If you die on or after required distributions commence, the remaining portion of your Interest will continue to be distributed under the Contract option chosen.

Death Before Required Distributions Commence. If you die before required distributions commence, your entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest must be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining Interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining Interest will continue to be distributed under the Contract option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on your required beginning date or, if applicable, on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Plan meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the Annuity Commencement Date or Maturity Date, whichever is applicable, as defined in the Contract.
- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may only be made once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Multiple IRA's

If you own more than one IRA, the required minimum distribution must be calculated separately for each IRA. The separately calculated amounts may be totaled and the total distribution taken from any one or more of your IRAs under the rules set forth in Q&A-9 of Section 1.408-8 of the Income Tax Regulations. Amounts in IRAs that you hold as a beneficiary of the same decedent and which are being distributed under Code Section 401(a)(9)(B)(iii) or (iv) may be aggregated, but such amounts may not be aggregated with amounts held in IRAs that you hold as the IRA owner or as the beneficiary of another decedent.

5.2 Annual Report

We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.3 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

5.4 Annuity Plan Table

When the underlying Contract is issued in connection with a SEP-IRA, the Annuity Plan Tables of the underlying Contract are replaced with the following table:

Table B: Life Payments (Single Annuitant)

| Annuitant's Age | Life Only Unisex | Life with 10 | Life with 20 |
|--------------------|---------------------|--------------------------------------|--------------------------------------|
| | | Years Period Certain Unisex | Years Period Certain Unisex |
| 50 | \$2.75 | \$2.74 | \$2.70 |
| 55 | 3.08 | 3.07 | 2.99 |
| 60 | 3.52 | 3.49 | 3.34 |
| 65 | 4.11 | 4.04 | 3.72 |
| 70 | 4.93 | 4.75 | 4.10 |
| 75 | 6.12 | 5.67 | 4.38 |
| 80 | 7.88 | 6.71 | 4.53 |
| 85 | 10.50 | 7.65 | 4.58 |

Table C: Joint and Last Survivor Life Payments (Joint Annuitants)

| | Age | | | | | | | | | |
|-----|--------|--------|--------|--------|--------|--------|--------|--------|--------|--------|
| Age | 50 | 55 | 60 | 65 | 70 | 75 | 80 | 85 | 90 | 95 |
| 50 | \$2.41 | \$2.51 | \$2.59 | \$2.65 | \$2.69 | \$2.71 | \$2.73 | \$2.74 | \$2.74 | \$2.74 |
| 55 | 2.51 | 2.66 | 2.79 | 2.89 | 2.97 | 3.01 | 3.04 | 3.06 | 3.07 | 3.08 |
| 60 | 2.59 | 2.79 | 2.98 | 3.15 | 3.29 | 3.38 | 3.44 | 3.48 | 3.50 | 3.51 |
| 65 | 2.65 | 2.89 | 3.15 | 3.41 | 3.64 | 3.82 | 3.97 | 4.02 | 4.06 | 4.08 |
| 70 | 2.69 | 2.97 | 3.29 | 3.64 | 3.99 | 4.31 | 4.56 | 4.72 | 4.82 | 4.87 |
| 75 | 2.71 | 3.01 | 3.38 | 3.82 | 4.31 | 4.82 | 5.27 | 5.62 | 5.84 | 5.97 |
| 80 | 2.73 | 3.04 | 3.44 | 3.94 | 4.56 | 5.27 | 6.01 | 6.67 | 7.15 | 7.46 |
| 85 | 2.74 | 3.06 | 3.48 | 4.02 | 4.72 | 5.62 | 6.67 | 7.76 | 8.70 | 9.37 |

All other provisions of the Contract remain unchanged.

Signed:

[]
Secretary

ING Life Insurance and Annuity Company

P.O. BOX 10450, 909 LOCUST STREET, DES MOINES, IOWA 50306-0450

Roth Individual Retirement Annuity Endorsement

The Contract to which this Roth Individual Retirement Annuity Endorsement (this "Endorsement") is attached is hereby modified by the provisions of this Endorsement. The Endorsement provisions shall control if there is a conflict between the Endorsement and the Contract, including any other endorsements or riders issued with the Contract. Any capitalized terms not defined in this Endorsement shall have the meaning given to them in the Contract. This Endorsement is effective as of the date it is attached to the Contract.

This Endorsement amends the Contract in order to meet the qualification requirements for a Roth Individual Retirement Annuity ("Roth IRA") under Section 408A of the Internal Revenue Code, as amended and shall be interpreted in accordance with that section.

YOU MAY RETURN YOUR ROTH IRA AT THE ADDRESS SHOWN ABOVE WITHIN 7 DAYS (OR LONGER IF REQUIRED BY LAW OR BY THE PROVISIONS OF YOUR ROTH IRA) AFTER THE DATE YOU RECEIVE IT. IF SO RETURNED, WE WILL PROMPTLY RETURN YOUR ENTIRE PREMIUM PAID. IF YOU RETURN YOUR ROTH IRA AFTER 7 DAYS, THE RETURN OF FUNDS WILL BE IN ACCORDANCE WITH THE "RIGHT TO EXAMINE AND RETURN THIS CONTRACT " PROVISION OF THE CONTRACT TO WHICH THIS ROTH IRA ENDORSEMENT IS ATTACHED.

If you send correspondence indicating your intent to return your Roth IRA, your letter must be postmarked during the 7-day period (or longer if required by law or by the provisions of your Roth IRA) following the date you received your Roth IRA. You must also enclose your Contract.

1. IMPORTANT TERMS AND DEFINITIONS

Compensation means wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Section 401(c)(2) of the Code (reduced by the deduction you take for Contributions made to a self-employed retirement plan if you are self-employed). For the purposes of this definition, Section 401(c)(2) of the Code shall be applied as if the terms "trade" or "business" for purposes of Section 1402 of the Code includes service described in subsection (c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. Compensation shall include any amount includible in your gross income under Section 71 of the Code with respect to a divorce or separation instrument described in subparagraph (A) of Section 71(b)(2) of the Code. If you are married and filing a joint return, the greater Compensation of you or your spouse is treated as your own Compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a Contribution to a Roth IRA or a deductible Contribution to a non-Roth IRA. The term "compensation" includes any different wage payment, as defined in Section 3401(h)(2) of the Code. For purposes of this definition, the amount of compensation includible in your gross income shall be determined without regard to Section 112 of the Code.

Contribution means Premium, as used in the Contract. Contributions may be limited under the "CONTRIBUTIONS" section below.

Designated Beneficiary means natural person designated by you as a Beneficiary and who is a "designated beneficiary" within the meaning of Section 401(a)(9) of the Code and the Income Tax Regulations thereunder.

Interest means the Accumulation Value plus the amount of any outstanding rollover, transfer, and re-characterization under Q&As-7 and -8 of Section 1.408-8 of the Income Tax Regulations and, prior to the date that the Contract is annuitized, the actuarial value of any other benefits provided under the Contract, such as guaranteed death benefits.

Income Tax Regulations mean the regulations found in Title 26 of the Code of Federal Regulations.

Modified Adjusted Gross Income or Modified AGI means the amount defined in Section 408A(c)(3)(C)(i) of the Code and does not include any amount included in adjusted gross income as a result of a rollover from an eligible retirement plan other than a Roth IRA (a “conversion”).

Qualified Rollover Contribution means a rollover Contribution of a distribution from an IRA that meets the requirements of Section 408(d)(3) of the Code, except the one-rollover-per-year rule of Section 408(d)(3)(B) of the Code does not apply if the rollover Contribution is from an IRA other than a Roth IRA; i.e. a non-Roth IRA. A Qualified Rollover Contribution includes a rollover from a designated Roth account described in Section 402A of the Code and an eligible retirement plan described in Section 402(c)(8)(B) of the Code.

Recharacterization means a regular Contribution to a non-Roth IRA that is recharacterized pursuant to the rules in Section 1.408A-5 of the regulations as a regular Contribution to this Roth IRA, subject to the limits in 3.1 below.

2. NON-FORFEITABLE AND NON-TRANSFERABLE

The Contract is established for the exclusive benefit of you or your Beneficiaries. Joint Owners are not permitted. You are also the Annuitant.

Your interest in the Contract is nontransferable and, except as provided by law, is nonforfeitable. It may not be sold, assigned, discounted or pledged as collateral for a loan or as security for the performance of an obligation or for any other purpose.

3. CONTRIBUTIONS

3.1 Maximum Regular Contribution Limits

The Contract to which this Endorsement is attached may permit the Contribution of: (1) an Initial Premium and Additional Premiums, (2) an Initial Premium and, on a limited basis, Additional Premiums, or (3) only a Single Premium. In addition, the Contract to which this Endorsement is attached may require the payment of a minimum Premium amount. If permitted under the Contract, Additional Premiums may be subject to a minimum amount.

Maximum Permissible Amount. A Contribution permitted under the Contract may include a Qualified Rollover Contribution, a non-taxable transfer from another Roth IRA, a Recharacterization, and cash. The total of such cash Contributions to all Roth IRA's held by you in a taxable year may not exceed the lesser of the applicable amount (described below) or your Compensation for the year. The Contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Owner's Compensation is referred to as a "regular Contribution." However, notwithstanding the dollar limits on Contributions, a Contribution permitted under the Contract may include an individual's repayment of a qualified reservist distribution described in Code Section 72(t)(2)(G) during the 2-year period beginning on the day after the end of the active duty period or by August 17, 2008, if later.

If you are under age 50, the applicable amount is \$5,000 for taxable year 2008 and thereafter. After 2008, the \$5,000 amount will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 219(b)(5)(D) of the Code. Such adjustments, if any, will be in multiples of \$500.

If you are age 50 or older, the applicable amount under the previous paragraph is increased by \$1,000.

If you were a participant in a Code Section 401(k) plan of a certain employer in bankruptcy described in Section 219(c)(5)(C) of the Code, then the applicable amount under the second paragraph of this Section 3.1 is increased by \$3,000 for taxable years beginning after 2006 and before 2010 only. An individual who makes Contributions under this paragraph may not also make Contributions under the third paragraph of this Section 3.1 for an Owner who is age 50 or older.

The maximum regular Contribution that can be made to all of your Roth IRAs for a taxable year is the smaller amount determined under (1) or (2) below.

(1) The maximum regular Contribution is phased out ratably between certain levels of Modified AGI in accordance with the following table:

| Filing Status | Full Contribution | Phase-out Range | No Contribution |
|--------------------------------------|-------------------|---------------------------------|-------------------|
| Modified AGI | | | |
| Single or Head of Household | \$95,000 or less | Between \$95,000 and \$110,000 | \$110,000 or more |
| Joint Return or Qualifying Widow(er) | \$150,000 or less | Between \$150,000 and \$160,000 | \$160,000 or more |
| Married Separate Return | \$0 | Between \$0 and \$10,000 | \$10,000 or more |

If your Modified AGI for a taxable year is in the phase-out range, the maximum regular Contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2006, the dollar amounts above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Section 408A(c)(3) of the Code. Such adjustments will be in multiples of \$1000.

(2) If you make regular Contributions to both Roth IRA's and non-Roth IRA's in any taxable year, the maximum regular Contribution that may be made to all of your Roth IRA's in that taxable year is reduced by the regular Contributions made to your non-Roth IRA's for that taxable year.

3.2 Qualified Rollover Contribution Limitation

A rollover from an eligible retirement plan other than a Roth IRA or a designated Roth account cannot be made to this Roth IRA if, for the taxable year the amount is distributed from the other plan:

- (1) You are married and file a separate return and;
- (2) You are not married and have Modified AGI in excess of \$100,000; or
- (3) You are married and together you and your spouse have Modified AGI in excess of \$100,000.

For this purpose, you and your spouse are not treated as married for the taxable year if you have lived apart at all times during that taxable year and file separate returns for the taxable year. For taxable years beginning after 2009, the limits in this Section 3.2 do not apply to Qualified Rollover Contributions.

3.3 SIMPLE IRA Contribution Limitation

No Contributions to this Roth IRA will be accepted under a SIMPLE IRA plan established by any employer pursuant to Section 408(p) of the Code. Also, no transfer or rollover of funds attributable to Contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date you first participated in that employer's SIMPLE IRA plan.

4. REQUIRED MINIMUM DISTRIBUTIONS

4.1 In General

Notwithstanding any provision of the Contract to the contrary, the distribution of your Interest in this Roth IRA shall be made in accordance with the requirements of Section 408(b)(3) of the Code, as modified by Section 408A(c)(5) of the Code, and the Income Tax Regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are not made under an Annuity Plan on an irrevocable basis (except for acceleration), then distribution of the Interest in the Contract must satisfy the requirements of Section 408(a)(6) of the Code, as modified by Section 408A(c)(5) of the Code, and the regulations thereunder, rather than the distribution rules noted below.

4.2 Distributions During the Owner's Life

No amount is required to be distributed prior to your death. However if distributions commence under an Annuity Plan while you are alive, the Annuity Plan that you may elect will be limited as necessary so that any Annuity Payments made after your death will satisfy Section 4.3 below. In particular, unless otherwise permitted under applicable federal tax law and by us, any Period Certain of Annuity Payments commencing during your life may not exceed the life expectancy of the Designated Beneficiary.

4.3 Distributions Upon Death

Upon your death, the entire Interest will be distributed at least as rapidly as follows:

- (1) If the Designated Beneficiary is someone other than your surviving spouse, the remaining portion of the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death, over the Designated Beneficiary's life, or over a period not extending beyond the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of your death, or if elected, in accordance with paragraph (3) below.
- (2) If the sole Designated Beneficiary is your surviving spouse, the entire Interest will be distributed, starting by the end of the calendar year following the calendar year of your death (or by the end of the calendar year in which you would have attained age 70½, if later), over such spouse's life, or over a period not extending beyond the remaining life expectancy of the surviving spouse, or, if elected, in accordance with paragraph (3) below. If the surviving spouse dies before required distributions commence to him or her, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Designated Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below.

If the surviving spouse dies after the required distributions commence to him or her, any remaining interest will continue to be distributed under the Contract option chosen.

- (3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1) or (2) above, the entire Interest will be distributed by the end of the calendar year containing the 5th anniversary of your death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2) above).
- (4) Life expectancy is determined using the Single Life Table in Q&A-1 of Section 1.401(a)(9)-9 of the Income Tax Regulations. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in paragraph (1) or (2) above and reduced by 1 for each subsequent year. If distributions are made in the form of an annuity, life expectancy is not recalculated.
- (5) For purposes of this Section 4.3, required distributions are considered to commence on the date distributions are required to begin to the surviving spouse under paragraph (2) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Plan meeting the requirements of Section 1.401(a)(9)-6 of the Income Tax Regulations, then required distributions are considered to commence on the Annuity Commencement Date or Maturity Date, whichever is applicable, as defined in the Contract.

- (6) If you die prior to the date annuity payments commence under the Contract and the sole Designated Beneficiary is your surviving spouse, the spouse may elect to treat the Contract as his or her own Roth IRA. This election will be deemed to have been made if such surviving spouse makes a Contribution to the Contract or fails to take required distributions as the Designated Beneficiary. This election may be made only once, and thus may not be made a second time if the surviving spouse Designated Beneficiary elects to treat the IRA as his or her own, remarries, and his or her new spouse is the sole Designated Beneficiary.

5. GENERAL PROVISIONS

5.1 Annual Report

We will furnish annual calendar year reports concerning the status of the Contract and such information concerning required minimum distributions as is prescribed by the Commissioner of the Internal Revenue Service.

5.2 Amendments

We reserve the right to amend or administer this Endorsement, subject to regulatory approval, as necessary to comply with the Code, the Income Tax Regulations or published Internal Revenue Service Rulings. We will send a copy of any such amendment to you. It will be mailed to the last post office address known to us. Any such changes will apply uniformly to all Contracts that are affected.

All other provisions of the Contract remain unchanged.

Signed:

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Secretary