

SERFF Tracking Number: INGD-126513770 State: Arkansas
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 45401
Company Tracking Number: ST-401 (12/09)
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.002 GIC
Product Name: ST-401 (12/09)
Project Name/Number: /

Filing at a Glance

Company: ING Life Insurance and Annuity Company

Product Name: ST-401 (12/09)

SERFF Tr Num: INGD-126513770 State: Arkansas

TOI: A08G Group Annuities - Unallocated

SERFF Status: Closed-Approved-
Closed State Tr Num: 45401

Sub-TOI: A08G.002 GIC

Co Tr Num: ST-401 (12/09)

State Status: Approved-Closed

Filing Type: Form

Reviewer(s): Linda Bird

Author: Monica McGill

Disposition Date: 04/14/2010

Date Submitted: 04/12/2010

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name:

Status of Filing in Domicile: Authorized

Project Number:

Date Approved in Domicile: 03/04/2010

Requested Filing Mode: Review & Approval

Domicile Status Comments: Connecticut, our
state of domicile, approved this filing on March
4, 2010.

Explanation for Combination/Other:

Market Type: Group

Submission Type: New Submission

Group Market Size: Large

Overall Rate Impact:

Group Market Type: Employer

Filing Status Changed: 04/14/2010

Explanation for Other Group Market Type:

State Status Changed: 04/14/2010

Deemer Date:

Created By: Monica McGill

Submitted By: Monica McGill

Corresponding Filing Tracking Number:

Filing Description:

ING Life Insurance and Annuity Company NAIC No. 86509

Unallocated Group Annuity Form Filing: FEIN 71-0294708

ST-401 (12/09) - Stabilizer Contract Form

ST-401-APP (12/09) - Application for Stabilizer Contract

On behalf of ING Life Insurance and Annuity Company ("ILIAC"), the above-captioned unallocated group annuity forms are being submitted for your review and approval. These forms do not represent a replacement of any previously

SERFF Tracking Number: *INGD-126513770* State: *Arkansas*
 Filing Company: *ING Life Insurance and Annuity Company* State Tracking Number: *45401*
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 TOI: *A08G Group Annuities - Unallocated* Sub-TOI: *A08G.002 GIC*
 Product Name: *ST-401 (12/09)*
 Project Name/Number: */*

Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Linda Bird	04/14/2010	04/14/2010

Objection Letters and Response Letters

Objection Letters				Response Letters		
Status	Created By	Created On	Date Submitted	Responded By	Created On	Date Submitted
Pending Industry Response	Linda Bird	04/13/2010	04/13/2010	Monica McGill	04/13/2010	04/13/2010

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Disposition

Disposition Date: 04/14/2010

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification		Yes
Supporting Document	Application		No
Supporting Document	Life & Annuity - Acturial Memo		No
Supporting Document	Statement of Variability		Yes
Supporting Document	Blacklined Copy		Yes
Supporting Document	Amendment Form		Yes
Form	Group Annuity Contract		Yes
Form	Group Annuity Application		Yes

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Objection Letter

Objection Letter Status Pending Industry Response
Objection Letter Date 04/13/2010
Submitted Date 04/13/2010
Respond By Date 05/13/2010

Dear Monica McGill,

This will acknowledge receipt of the captioned filing.

Objection 1

No Objections

Comment: Please refer to Arkansas Rule and Regulation 57 for Arkansas filing fees which were revised effective January 1, 2010. An additional filing fee of \$50.00 is due on this submission. The revised filing fee is \$50.00 per form. We will hold your filing in a pending status until the fee is received.

Please feel free to contact me if you have questions.

Sincerely,

Linda Bird

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Project Name/Number: /

Response Letter

Response Letter Status Submitted to State
Response Letter Date 04/13/2010
Submitted Date 04/13/2010

Dear Linda Bird,

Comments:

Below is our response to your objection dated 4/13/2010.

Response 1

Comments: An additional fee of \$50.00 has been submitted under the Filing Fee tab.

We will update our procedures to reflect the revised filing fee of \$50.00 per form.

Related Objection 1

Comment:

Please refer to Arkansas Rule and Regulation 57 for Arkansas filing fees which were revised effective January 1, 2010. An additional filing fee of \$50.00 is due on this submission. The revised filing fee is \$50.00 per form. We will hold your filing in a pending status until the fee is received.

Changed Items:

No Supporting Documents changed.

No Form Schedule items changed.

No Rate/Rule Schedule items changed.

Thank you for your attention to this submission.

Sincerely,
Monica McGill

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Form Schedule

Lead Form Number: ST-401 (12/09)

Schedule Item Status	Form Number	Form Type Form Name	Action	Action Specific Data	Readability	Attachment
	ST-401 (12/09)	Policy/Cont Group Annuity ract/Fratern Contract al Certificate	Initial		0.000	ST-401 (12-09).pdf
	ST-401-APP (12/09)	Application/ Group Annuity Enrollment Application Form	Initial		0.000	ST-401-APP (12-09).pdf

StabilizerSM Contract

A group annuity contract issued by ING Life Insurance and Annuity Company to:
[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]

Contract Effective Date:
[Effective Date, 20XX]

Contract Document Number:
[ST - XXXXX]

This page, the following pages and the application are the entire contract.

You acknowledge that you have read and understand this contract and that, by completing an application, you have agreed to make deposits to this contract. Your application and any other writings acceptable to us, in which you agree to make deposits, are part of this contract.

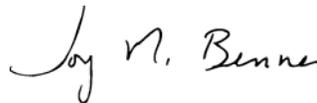
This contract is delivered in **[State]**.

THE VALUE OF THE SEPARATE ACCOUNT(S) DESCRIBED IN THIS CONTRACT IS SUBJECT TO CHANGE AND WILL VARY BOTH UP AND DOWN IN ACCORDANCE WITH THE INVESTMENT RESULTS OF THE ACCOUNT(S) AND IS NOT GUARANTEED AS TO FIXED DOLLAR AMOUNTS.

ING Life Insurance and Annuity Company has signed this contract at its Home Office, [One Orange Way, Windsor, Connecticut 06095 on **Execution Date, 20XX**].



[Catherine Smith, President]



Joy Benner, Secretary]

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1. Definitions

Parties to this Contract

- 1.1. *ING* is ING Life Insurance and Annuity Company. Wherever "we," "us" or "our" is used in this contract, it means ING.
- 1.2. *Contractholder* is [the holder of this contract named on the face page]. Wherever "you" or "your" is used in this contract, it means the Contractholder. When this contract provides that we will make a payment to you, the payment will be made to you if you are a trustee of the Plan; otherwise, we will pay the Plan funding agent you designate.

Other Defined Terms

- 1.3. *Annuity* is a Member's periodic benefit that you may direct us to purchase under this contract.
- 1.4. *Benefit Withdrawals* are withdrawals (other than Contractholder Withdrawals as described in the Operation of the Contract section of this contract) [made in accordance with your Plan and this contract for:
 - (a) Member-initiated withdrawals;
 - (b) Member-directed transfers of their account balances between Investment Options;
 - (c) loans to Members; or
 - (d) Annuity purchases.]

Benefit Withdrawals must meet the conditions in the Operation of the Contract section.
 - 1.5. *Book Value Settlement Phase* is the phase this contract enters following its total discontinuance if you elect to receive the balance of the Interest Accumulation Fund subject to the terms described in the attached Book Value Settlement Exhibit.
 - 1.6. *Business Day* is [any day both we and the financial markets are open for business.]
 - 1.7. *Code* is the Internal Revenue Code of 1986, as amended, or any successor to it.

- 1.8. *Competing Investment Option* is [any Investment Option (other than the one using this contract) which
- (a) is invested in money market instruments, repurchase agreements, guaranteed investment contracts, or investments offering a fixed rate of return; or
 - (b) any Investment Option having a targeted duration of less than three (3) years; or
 - (c) provides a direct or indirect investment performance guarantee; or
 - (d) is, or may be, invested primarily in assets other than common or preferred stock; or
 - (e) is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock; or
 - (f) is a self-directed brokerage arrangement; or
 - (g) is designated as competing by us in accordance with our underwriting standards.]
- 1.9. *Contractholder Withdrawals* are any withdrawals you make which are not Benefit Withdrawals.
- 1.10. *Credited Rate* is the effective annual rate of interest we periodically announce for this contract and which is credited to the Interest Accumulation Fund. Unless we agree otherwise, it is effective as of the first day of a Credited Rate Period.
- 1.11. *Credited Rate Period* is the period of time for which the Credited Rate is applicable. It is [an annual, semiannual or quarterly] period as directed by you or such shorter period as may be required during the Book Value Settlement Phase.
- 1.12. *Eligible Assets* are [all Plan assets if Members do not have the option to direct investment of their account balances among various Plan investment facilities. If Members have such an option, Eligible Assets are all Plan investments allocated to the Investment Option which includes amounts held under this contract.]
- 1.13. *Employer* is [any corporation, partnership, proprietorship or other entity whose employees may participate in the Plan.]
- 1.14. *Immediate Credited Rate* is our calculation of what the effective annual rate of interest determined according to the Credited Rate Determination Exhibit would be, assuming the next Credited Rate Period were to commence immediately.
- 1.15. *Interest Accumulation Fund* is an accounting record we maintain under this contract for amounts allocated to a Separate Account, reflecting [deposits received, withdrawals you make, fees charged, plus interest at the Credited Rate and other adjustments]. This account may be used by you for Plan recordkeeping and communications.
- 1.16. *Investment Option* is any facility used for Member-directed investment of account balances. If the Plan does not have Investment Options, then a reference to an Investment Option means all Plan funds.
- 1.17. *Member* is a participant in the Plan (regardless of employment status), [or any person deriving his rights from such participant. A Member has no rights or obligations under this contract, except as specifically stated.]
- 1.18. *Plan* is the [**Plan Name**]. You must give us a copy of the Plan upon entering into this contract. We are not a party to the Plan.
- 1.19. A *Separate Account* is a segregated asset account we established under Connecticut law. [A Separate Account may have amounts allocated to it on a pooled basis.]

2. Operation of the Contract

- 1.20. *Separate Account Balance* is an accounting record we maintain to reflect the [fair market value of your pro rata share of a Separate Account.]
- 1.21. *Term Schedule* is an attachment to this contract describing the terms applicable to a Separate Account you use to support the Interest Accumulation Fund.

Deposits

- 2.1. Deposits received by us are allocated to [the Separate Account(s) in which you choose to participate.] Deposits are subject to any conditions or limitations in the Term Schedule for that Separate Account. [Unless otherwise agreed, deposits are made by wire transfer.]
- 2.2. We reserve the right to establish minimum deposit amounts and to refuse to accept deposits.

Operation of the Fund

- 2.3. As of the contract effective date and at least [30 days] prior to each Credited Rate Period, or such shorter period as may be required during the Book Value Settlement Phase, we will notify you of the rate to be credited to the Interest Accumulation Fund for that period. Interest is credited on a daily basis.
- 2.4. [The Credited Rate is determined by us. It reflects our assumptions as to your deposits and withdrawals to this contract and the investment results of the Separate Account. It also reflects an adjustment for differences between the balance of the Interest Accumulation Fund and the Separate Account Balance. The formula we currently use to determine this contract's Credited Rate is described in the attached Credited Rate Determination Exhibit.]

2.5. [With our consent, the Plan may “book-in” to this Contract by transferring to the Interest Accumulation Fund the book value at termination of the predecessor stable value option investment vehicle, prior to reduction for any termination related charges or adjustments. Under a book-in arrangement, the balance of the Interest Accumulation Fund is an amount equal to such transferred value, plus any additional Plan deposits, plus interest, less any withdrawals, less any adjustment made in connection with any Contractholder Withdrawal, and less any fees or expenses that are deducted from time to time.]

2.6. With our consent, Plans sponsored by a common Employer or Employer group may elect to receive uniform Credited Rates by establishing a Plan group. While a Plan group election is in effect, the activity of each of the Plans within the Plan group shall be pooled and accounted for through a single Interest Accumulation Fund for the Plan group and single Separate Account Balance for the Plan group.

While a Plan group election is in effect, references in this Contract to “you” and “your” shall be construed to apply to each of the Contractholder(s) holding a Contract on behalf of the Plans within the Plan group and references to “Plan” shall refer to each of the Plans within the Plan group collectively. Each plan within the Plan group will hold an undivided percentage interest in the Interest Accumulation Fund and in the Separate Account Balance established for the Plan group. Each Plan’s percentage interest in the Plan group Interest Accumulation Fund and the Plan group Separate Account Balance, at any point in time, shall be determined by the ratio of total Plan Member account balances funded through the Interest Accumulation Fund to total Plan group Member balances funded through the Interest Accumulation Fund. In the event that a percentage interest determination is required, you agree to take all steps necessary to cause the Plan’s recordkeeper to furnish us with the Plan’s Member account balance information in an

appropriate, industry standard format.

A Plan group election may be terminated as to one or more plans upon at least [30 days advance written notice] to us if, on the date of notice, each Plan is then individually eligible for coverage under this class of contracts. Upon termination, the percentage of the Interest Accumulation Fund and the Separate Account Balance attributable to each Plan will transfer to distinct accounts established specifically for each Plan and a distinct, plan-specific Credited Rate shall be calculated for and applied to each of the formerly grouped Plans’ respective Interest Accumulation Funds.

2.7. Amounts in a Separate Account are invested consistent with the investment objectives we set for that Separate Account. The investments and operation of a Separate Account are also subject to any rules and limitations established by our Board of Directors or its duly authorized committee.

2.8. [The value of a Separate Account is the fair market value of investments in the Separate Account plus cash balances and accruals, less liabilities, in accordance with such methods as are described in the Term Schedule or as we may adopt from time to time. Income and gains or losses, realized or unrealized, are credited or charged directly to a Separate Account. The values determined may decrease or increase according to such procedure. A Separate Account is charged with expenses arising from the operation of the account, including taxes, brokerage commissions and other costs.]

2.9. [Your pro rata share of a Separate Account increases when you make a deposit or when others participating in the Separate Account make withdrawals. Your share decreases when you make a withdrawal or when others participating make deposits.]

- 2.10 The assets in a Separate Account are not chargeable with liabilities arising out of any of our other business. We own the investments held in a Separate Account. We are not a trustee of such assets.
- 2.11 Unless the Term Schedule specifies otherwise, we may discontinue the use or availability of any Separate Account (other than any Separate Account you use during the Book Value Settlement Phase). At your direction, we will transfer your Separate Account Balance to another of our investment facilities or pay such value to you as a Contractholder Withdrawal.
- 2.12. [At least annually], we will send you financial statements.
- Benefit Withdrawals**
- 2.13. [If the Plan has a Competing Investment Option, Benefit Withdrawals to effect Member-directed transfers of their account balances between Investment Options may be made only if:
- (a) the transfers are not made from the Investment Option that includes amounts held under this contract to any Competing Investment Option, and
 - (b) the Plan requires that any transfers from the Investment Option that includes amounts held under this contract remain invested in non-Competing Investment Options for 90 days before any transfer is made to a Competing Investment Option, and
 - (c) the Plan prohibits transfers from the Investment Option that includes amounts held under this contract if any transfer to a Competing Investment Option has occurred in the past 90 days, and
 - (d) the Plan prohibits transfers from the Investment Option that includes amounts held under this contract if a member-initiated withdrawal from any Investment Option has occurred in the past 90 days.]
- 2.14. [If the Plan permits loans, amounts needed to meet Member loan requests are considered Benefit Withdrawals. The loan must meet the requirements of section 72(p)(2) of the Code and, if applicable, section 4975(d) of the Code and section 408(b)(1) of the Employee Retirement Income Security Act of 1974, as amended (ERISA).]
- 2.15. [This contract follows a LIFO withdrawal order. Benefit Withdrawals from Eligible Assets are paid from the investment vehicles, including this contract, in the reverse order in which Plan fixed fund deposits were made to the investment vehicles. The term "Plan fixed fund deposits" includes amounts received by the Plan in the form of interest payments and proceeds resulting from the maturity or termination of other Plan investment vehicles that are reinvested by the Plan. If more than one investment vehicle is receiving or has received Plan fixed fund deposits during the same deposit period, the Plan agrees to make withdrawals from such investment vehicles according to their pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed for Benefit Withdrawals times the percentage of fixed fund deposits being directed to each contract from which Benefit Withdrawals are to be paid).]
- 2.16. [We can require reasonable proof that Benefit Withdrawals are being made in accordance with the Plan and this contract.] In absence of reasonable proof, the Benefit Withdrawal request will be treated as a Contractholder Withdrawal.
- 2.17. Subject to the withdrawal deferral provision in the General Matters section of this contract, payments are normally made on the next Business Day following our receipt of all necessary information or proofs.

- 2.18. Benefit Withdrawals are not subject to any market value adjustment. They are deducted from the balance of the Interest Accumulation Fund and the Separate Account Balance.
- 2.19. Benefit Withdrawals may not exceed the balance in the Interest Accumulation Fund.
- 2.20. Any withdrawal not eligible for treatment as a Benefit Withdrawal must be withdrawn as a Contractholder Withdrawal.
- 2.21. [You must promptly give us a description of any proposed amendment to the Plan. You must also give us a copy of all Plan amendments actually adopted. We will add these amendments to our copy of the Plan, but we can advise you that we will not alter our administration of this contract to comply with any Plan amendment which we determine may otherwise directly or indirectly have a material adverse effect on our obligations to you.]

Contractholder Withdrawals

- 2.22. You may withdraw all or a part of your Separate Account Balance. [Your Separate Account Balance is determined as of the payment date if there is cash available in the Separate Account. If no cash is available this value is determined on the date we make any transactions necessary to raise cash to pay your withdrawal request.] In no event may you withdraw more than the value of your Separate Account Balance. The Term Schedule for a Separate Account may limit the timing of receipt of amounts from the account.
- 2.23. Subject to the withdrawal deferral provision in the General Matters section of this contract, Contractholder Withdrawal requests are normally honored promptly, taking into account the character of the investments in the Separate Account and reasonable business and settlement practices.

- 2.24. In connection with any Contractholder Withdrawal, the balance of the Interest Accumulation Fund is reduced by an amount equal to the payment made times the ratio of the balance of the Interest Accumulation Fund to the Separate Account Balance.
- 2.25. [Member-initiated withdrawal or transfer requests, directly or indirectly arising out of corporate actions such as bankruptcies, mergers, amalgamations, spinoffs, divestitures, other corporate combinations, changes in other retirement plan programs, corporate relocations, layoffs, changes in retirement incentive programs, the creation of a Competing Investment Option, partial or total Plan terminations, or the liberalization of Plan withdrawal or transfer rules, are all Contractholder Withdrawals. Such payments are not treated as Benefit Withdrawals.]
- 2.26. You agree that Members will exercise their own independently determined judgments, without influence or direction by the Contractholder, employer or Plan sponsor, in regard to their actions under the Plan. Upon request by us, you will furnish us with copies of communications to Members concerning the Plan.

We reserve the right to treat any Member-initiated withdrawal or transfer request as a Contractholder Withdrawal, if it appears from the circumstances that Members' actions were influenced and not the result of their own independent judgment.
- 2.27. [With our consent, you may elect to treat a Contractholder Withdrawal as a Benefit Withdrawal if the total amount withdrawn under this section and the Benefit Withdrawals section over any continuous 12-month period is less than [20%] of the Interest Accumulation Fund balance at the start of that period.]

3. Discontinuance

2.28. Subject to our underwriting requirements and approval, we may allow you to transfer all or a portion of your Separate Account Balance to another Separate Account. This transfer may affect the Credited Rate.

- 3.1. You may discontinue this contract by [giving us 30 days written notice.] A discontinuance may be total or may be for a group of Members (a "partial discontinuance"). The discontinuance is effective on the later of:
- [(a) the date specified in your notice, or
 - (b) 30 days after we receive your notice.]
- 3.2. We may discontinue this contract, either totally or partially, by giving you [90 days] notice.
- 3.3. We may discontinue this contract, either totally or partially, after a reason for discontinuance occurs. We will give you [30 days written notice.]
- 3.4. Reasons for our discontinuance are:
- [(a) You fail to meet any of your obligations under this contract or under any related agreement.
 - (b) All amounts under this contract are withdrawn.
 - (c) The Plan is no longer a qualified plan under the Code.
 - (d) The Plan is terminated.
 - (e) You no longer have any obligations under the Plan.
 - (f) Any action is taken by you, the plan sponsor, or other plan official, which:
 - (i) creates a Competing Investment Option; or
 - (ii) significantly liberalizes, as determined by us, the Plan withdrawal or transfer rights of Members; or
 - (iii) materially affects our rights and obligations under this contract.
 - (g) You, without our written agreement, attempt to assign your interest in this contract.

(h) You reject an amendment to this contract proposed by us under the Amendments section.

(i) We elect to discontinue accepting deposits for all contracts of this class.

(j) [Employees of an Employer are no longer eligible to participate in the Plan. (Any such discontinuance affects only those ineligible employees.)]

(k) A change in applicable laws and regulations (including tax laws and regulations) which materially affects the taxation of this contract or Separate Account, or otherwise materially affects our obligations hereunder.

(l) if, at any time, we calculate the Immediate Credited Rate to be [3% or less and the ratio of the contract's Separate Account Balance divided by the Interest Accumulation Fund is less than **[95%]**.]

3.5. We will pay all available funds to you as follows:

[a) In the case of a total discontinuance, you will:

(i) direct us to pay you your Separate Account Balance; or

(ii) direct us to pay you the balance of the Interest Accumulation Fund, subject to the terms described in the attached Book Value Settlement Exhibit.

(b) In the case of a partial discontinuance, you will:

(i) direct us under item (a) to pay the appropriate portion of this contract's value to Members or the funding agent of a successor plan; or

(ii) request us to issue a new contract to the plan sponsor or funding agent of a successor plan.]

(c) If you do not give us a direction under item (a) [within 30 days] following the date the discontinuance is effective, we may pay you your Separate Account Balance. Payment under this item fully discharges all of our obligations under this contract with respect to both the Interest Accumulation Fund and the Separate Account Balance.

(d) Any contract issued upon a partial discontinuance of this contract is subject to any terms and conditions mutually agreed to and is conditioned upon satisfaction of our underwriting rules and the securing of any necessary regulatory approvals.

3.6. [Unless you elect to directly pay any due or accrued expense fee at discontinuance, we may deduct the appropriate amount from amounts paid or transferred out of the Separate Account.]

3.7. Payments or transfers upon discontinuance are subject to any limitations or restrictions that appear elsewhere in this contract.

3.8. [We may refuse to accept deposits to this contract after a notice of discontinuance.]

3.9. Annuities purchased prior to discontinuance are not affected by discontinuance.

3.10. We will continue to provide any services necessary to fulfill our obligations or to transfer such responsibility to a successor. You agree to pay us for such services.

4. Amendments

- 4.1. This contract may be amended by mutual agreement.
- 4.2. We may amend any provision of this contract to comply with applicable laws or regulations without your consent.
- 4.3. [We may propose other amendments that are effective [30 days] after we give you written notice of the change. You may reject our proposed change by giving us written notice before it becomes effective.]
- 4.4. No amendment to this contract may:
 - (a) revoke your right to withdraw amounts held under this contract. All withdrawals follow the rules in effect when we receive your request.
 - (b) reduce the amount or change the terms of any Annuity you have purchased, unless required by applicable laws.
- 4.5. Unless otherwise provided in the Term Schedule, we may modify any Term Schedule by giving you [30 days notice]. We may also modify the exhibits. The exhibit states requirements for making such changes.

5. Annuities

Annuity Purchase Rules

- 5.1. You may direct us to purchase Annuities with amounts held under this contract at any time, and the Separate Account Balance and Interest Accumulation Fund will be adjusted as described in the Benefit Withdrawals section of this contract. A new contract will be issued upon purchase of any Annuity, which governs that Annuity. Any Annuities you purchase are subject to [our regular practices. You agree to provide us with whatever information or application we require.]
- 5.2. You may specify the requested Annuity effective date and any form of Annuity we regularly offer under contracts of this class. The Annuity form determines payments to be made upon death.
- 5.3. The Annuity effective date is usually the first day of the month coinciding with or next following the date you request.
- 5.4. The minimum amount of Annuity you may purchase is [\$100] per month. We may change this amount by notifying you.
- 5.5. An Annuity may not be revoked, and the premium, form or joint annuitant may not be changed, after the Annuity effective date. If the Member or his joint annuitant dies before the Annuity effective date, the Annuity is not purchased. Any premium we receive is returned as you direct.
- 5.6. [Annuities are subject to any limitations in the Plan required by applicable laws or regulations.]

Annuity Purchase Rates

- 5.7. If you specify the gross premium, we determine the Annuity amount using the Annuity net premium rate then in effect.
- 5.8. The Annuity purchase rate is based on a net premium. [The net premium equals the gross premium, less any applicable premium tax.]

- 5.9. The initial minimum premium rate basis in effect for this contract is:
- [Mortality:** Annuity 2000 Table. For purposes of calculating the initial minimum premium rate, the annuitant's and second annuitant's adjusted age will be used. The annuitant's and second annuitant's adjusted age is his or her age as of the birthday closest to the Annuity effective date reduced as follows:
- (a) Reduced by one year for payments before January 1, 2014.
 - (b) Reduced by two years for payments beginning during the period from January 1, 2014 through December 31, 2023.
 - (c) Starting on January 1, 2024, reduced by one additional year for payments beginning in each succeeding ten year period.

Interest: [1.00%]

- 5.10. If, when you purchase an Annuity, a more favorable premium rate basis is in effect for the Annuity you are purchasing, we use the more favorable basis.
- 5.11. We guarantee your initial minimum annuity premium rate basis through **[December 31, 20XX]**. Unless, prior to a guarantee expiration date, we notify you in writing of a new guarantee basis, the current guarantee basis is automatically extended for an additional three years.

General Annuity Provisions

- 5.12. If we are uncertain whether a payee of a life contingent Annuity is alive, we have no obligation to make any Annuity payment unless, [within seven years after the payment due date, we receive proof from you or the Plan administrator that the payee was living on that date. If we do not receive proof, our obligations pertaining to that payment and later payments are the same as if the payee had died immediately before that payment due date.]

- 5.13. Annuity payments are made to the Member. If we have reason to believe a payee is legally incapable of giving a valid receipt for any Annuity payment, we may make the payment to any payee permissible under the Plan. Such payment discharges our obligation for the Annuity payment.

6. Fees

- 6.1. Fees are payable as described in the Fee Exhibit or as otherwise agreed.
- 6.2. Any fee we bill you is payable within [31 days] of the billing date. If we do not receive prompt payment, we may deduct the unpaid fees plus reasonable interest from the contract or from payments due you.

7. General Matters

- 7.1. All agreements, notices or other communication required by this contract must be in writing. Notices to us are effective when we receive them at the address designated by us. [Notices to you are effective when sent. One of our duly authorized officers must sign all our agreements.]
- 7.2. [Any error in making payments or keeping any records pertaining to this contract may be corrected by us.]
- 7.3. Any provision of this contract which we may have waived on one occasion may continue to be enforced by us.
- 7.4. No interest in this contract may be assigned without our prior written consent.
- 7.5. [You may name, by notice to us, an agent to act for you in matters concerning this contract.] The agent will have all your rights, powers and duties in such matters.
- 7.6. You are responsible for determining the proper accounting for this contract by the Plan.
- 7.7. [You will provide us with satisfactory evidence that the Plan is a qualified plan under the Code. You will notify us promptly if the Plan fails to meet these requirements.]
- 7.8. You (and any person you name responsible for directing Plan investments) are solely responsible for determining whether this contract is a suitable Plan funding vehicle and in making that determination have taken into consideration the Plan investment objectives, including its liquidity and diversification needs.
- 7.9. We may take any reasonable action, as permitted by this contract, that we determine is appropriate to assure that any of our contractual obligations are adequately supported.

- 7.10. [We are not chargeable with knowledge of the terms of any trust agreement.]
- 7.11. We are not responsible for reconciling Member statements to the contract.
- 7.12. We acknowledge that[, if the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA),] we are acting as an investment manager and are a fiduciary, as defined in section 3(38) of ERISA, solely with respect to the management of Plan funds held in a Separate Account. In all other respects, in exercising our rights, we represent ourselves and not the Plan.
- 7.13. [We may defer honoring any withdrawal request or other payment obligation if, due to the closing or other disruption of financial markets or exchanges, we are unable to prudently execute or settle transactions on behalf of a Separate Account. Such deferral generally will be limited to the period of the market disruption. We may also defer honoring any withdrawal request for the period of time necessary to prudently liquidate assets to satisfy such request.] Withdrawals may be subject to any other limitations described in the Term Schedules.
- 7.14. We are not obligated to determine whether any payment is made in accordance with the terms of the Plan or any applicable law or regulation.
- 7.15. If you use more than one Separate Account under this contract, we will normally establish a distinct Interest Accumulation Fund with respect to each account used. Unless we agree otherwise, this contract's terms, including those pertaining to the Credited Rate, apply separately to each Separate Account and its associated Interest Accumulation Fund.
- 7.16. You (or your designee) are responsible for reporting any Contractholder Withdrawals and will provide us with satisfactory evidence that both Benefit Withdrawals and Contractholder Withdrawals are being made in accordance with this contract.

[Government Securities Fund]

SA-[390]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Government Securities Fund (GSF), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests primarily in the Government National Mortgage Association (GNMA) and Treasuries backed by the full faith and credit of the U.S. Government.

The strategy seeks to outperform comparable duration GNMA securities over the long term.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Pooled, bundled or commingled vehicles comprised of permitted investments,
5. Derivatives, including futures, options, and swaps.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Asset-Backed Securities,
6. Debt issued by foreign entities,
7. Securities and investment techniques used solely for financial leverage unless expressly permitted,
8. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
9. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AAA or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than AAA or equivalent. In the event of downgrades, no security rated less than AAA is permitted.]

Duration

[The effective duration will be managed within + / - 0.25 years of a constant duration of 3.5 years, subject to a maximum of 3.75 years.]

Derivatives, Futures, Options, and Swaps

[Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.]

Issuer Diversification

[Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.]

Constraints & Guideline Violations

[All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.]

Book Value Settlement

[During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.]

Expenses

[Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.]

Deposits and Withdrawals

[Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.]

Valuation

[The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.]

[Quality Fund I] SA-[391]

Stabilizer Contract:
[ST – XXXXX]

Description

[Quality Fund I (QFI), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments rated “A” or better at time of purchase.

The strategy seeks to outperform the total return of the Barclays Capital US Intermediate Government/Credit Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than A- or equivalent. In the event of downgrades, no security rated less than BBB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.25 year of the index, subject to a maximum of 5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

[Quality Fund II] SA-[392]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Quality Fund II (QFII), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments rated “A” or better at time of purchase.

The strategy seeks to outperform the total return of the Barclays Capital US Aggregate Bond Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than A- or equivalent. In the event of downgrades, no security rated less than BBB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.5 year of the index, subject to a maximum of 5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

[Intermediate Stable Value Fund] SA-[734]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Intermediate Stable Value Fund (ISVF), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments.

The strategy seeks to outperform the total return of the Barclays Capital US Intermediate Aggregate Bond Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

No security rated less than BB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.5 year of the index, subject to a maximum of 4.5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

Credited Rate Determination Exhibit

Contractholder:

**[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]**

Contract Document Number:

[ST – XXXXX]

Under your contract we announce a new Credited Rate for each Credited Rate Period, which is credited to your contract's Interest Accumulation Fund. The formula we use is [based on the relationship:

$$MV(1+I)^{D \times DAF} = IAF(1 + G + F)^{D \times DAF}$$

The equivalent formula, expressed in terms of G is:

$$G = [(MV/IAF)^{1/(D \times DAF)} \times (1+I)] - 1 - F]$$

Where:

[G = Your new Credited Rate.

MV = Your projected Separate Account Balance on the date the new Credited Rate is first effective, plus our projection of anticipated net deposits, withdrawals and expense charge deductions in the next Credited Rate Period.

IAF = The projected balance of the Interest Accumulation Fund on the date the new Credited Rate is first effective, plus our projection of anticipated net deposits, withdrawals and expense charge deductions in the next Credited Rate Period.

D = The effective duration of the Separate Account your contract uses.

DAF = The duration adjustment factor, determined as follows:

- If the MV/IAF ratio is greater than or equal to 97.5%, then the factor is 1.00.
- If the MV/IAF ratio is greater than or equal to 95% but less than 97.5%, then the factor is 0.75.
- If the MV/IAF ratio is greater than or equal to 92.5% but less than 95.0%, then the factor is 0.50.
- If the MV/IAF ratio is less than 92.5%, then the factor is 0.25.

I = The bond equivalent yield, incorporating any option adjusted spread, of the Separate Account your contract uses.

F = The Investment Management & Risk Fee plus the Administration Fee.]

Any projections are based on current balances or values available on the date we determine the new Credited Rate, and reasonable assumptions as to cash flows, earnings and other occurrences between that date and the date the new Credited Rate is first effective, or during the next Credited Rate Period, as appropriate.

The new Credited Rate we announce for any Credited Rate Period will never be less than 0%.

We may change this Exhibit by [90 days] notice to you. Any change will not apply if you give us a discontinuance notice before the change is effective.

This Exhibit may be amended by mutual agreement.

[20XX] Stabilizer Contract Fee Exhibit

Contractholder:
[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:
[ST – XXXXX]

Fee Description

The fees are guaranteed for [20XX]. If any fee changes, you will receive 30 days written notice. The fees are as follows:

Investment Management & Risk Fee

[The investment management and risk fee may be deducted or billed. It equals the amount determined by applying the following table to the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number], prorated for periods other than 12 months.

<i>Mean Assets</i>	<i>Percentage Charge</i>
[First \$XX,XXX,XXX	[0%-1.00%]
Over \$XX,XXX,XXX]	[0%-1.00%]

Administration Fee

The administration fee may be deducted or billed. It equals [0%-3.00%] of the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number], prorated for periods other than 12 months.

Miscellaneous Fees

Additional fees apply for any non-standard service we provide at your request. We will notify you of the applicable fees, if any.

Stabilizer Contract Book Value Settlement Exhibit

Contractholder:
**[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]**

Contract Document Number:
[ST – XXXXX]

If, at contract discontinuance, you elect to receive the balance of the Interest Accumulation Fund, your contract will enter into its Book Value Settlement Phase. Over the Book Value Settlement Phase, we will pay you the balance of the Interest Accumulation Fund. The Book Value Settlement Phase will operate on the following terms.

Within 30 days of the date your contract's discontinuance is effective, we will establish an initial payment date for the payment to you of the balance of the Interest Accumulation Fund (the "Book Value Settlement Maturity Date"). This initial date will be established by adding a period of time equal to the target duration of the Separate Account to the date your contract's discontinuance is effective.

If you desire an alternative initial payment date or alternative payment amounts we may propose differing dates and amounts to you. The use of an alternative payment date or amounts may be conditioned upon the securing of any necessary regulatory approvals. Unless the parties agree to an alternative, the initial payment date and payment amount will be determined as described above.

During your contract's Book Value Settlement Phase:

(a) We will accept only those deposits that we are obligated to accept under the Deposits section of the contract. We may accept additional deposits, subject to our consent.

(b) We will continue to renew your Credited Rate as provided under the Operation of the Fund section of the contract and the Credited Rate Determination Exhibit. In establishing the variables for purposes of the Credited Rate Determination Exhibit, we may take into account our projection of anticipated withdrawals, scheduled payments, and expense charge deductions over the time remaining until the Book Value Settlement Maturity Date. The lowest Credited Rate we will announce for any Credited Rate Period while your contract is in its Book Value Settlement Phase is 0%. Once we announce a Credited Rate of 0%, all subsequent Credited Rates will be 0%, unless otherwise mutually agreed to.

(c) Beginning six months prior to the Book Value Settlement Maturity Date, Credited Rate Periods may, at our discretion, be quarterly or monthly periods. If we choose to provide quarterly or monthly Credited Rate Periods, we will notify you of the rate to be credited for that period concurrently with the start of that period.

(d) Withdrawals may continue to be made in accordance with the Benefit Withdrawals and Contractholder Withdrawals section of your contract.

On the Book Value Settlement Maturity Date, we will increase the payment to you by the amount, if any, of the excess of the Separate Account Balance as of that date over the Interest Accumulation Fund balance as of that date.

If, 6 months prior to the Book Value Settlement Maturity Date, we project the Separate Account Balance will be less than the balance of the Interest Accumulation Fund as of the Book Value Settlement Maturity Date, we will extend the Book Value Settlement Maturity Date by 6 months. We may continue to extend the then-scheduled Book Value Settlement Maturity Date under these same procedures. However, in no event may we extend the Book Value Settlement Maturity Date more than ten years from the date your contract's discontinuance is effective.

[At any time after your contract has entered its Book Value Settlement Phase, but before the Book Value Settlement Maturity Date payment has been made, you may elect an early termination of your contract by directing us to pay you your Separate Account Balance.]

Following such an election by you, our payment of your Separate Account Balance will terminate your contract and fully discharge our obligations to you.

We may change this exhibit upon [90 days] advance notice to you. Any change will not apply if you give or have given us a discontinuance notice before the change is effective.

Interest Rate

[20XX] Stabilizer Contract Interest Exhibit

Contractholder:
[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:
[ST - XXXXX]

[The net effective annual interest rate credited to your Interest Accumulation Fund from [Interest Rate Start Date, 20XX] through [Interest Rate End Date, 20XX] is [X.XX%].

We may change this rate at the beginning of each Credited Rate Period upon [30 days advance written notice] to you.



ING Life Insurance and
Annuity Company
[One Orange Way
Windsor, CT 06095-4774
1-800-654-8065]

Application for StabilizerSM Contract

Definitions

This application is between ING Life Insurance and Annuity Company and **[Applicant Name]**, the applicant. Whenever "we," "us" or "our" is used in this application, it means the applicant. Whenever "you" or "your" is used in this application, it means ING Life Insurance and Annuity Company.

Application Information

We hereby apply for a Stabilizer group annuity contract ("Contract") in conjunction with the Plan or Plans listed below. We represent to you that we have the power and authority under the Plan(s) to make this application. Please make the Contract effective on **[Contract Effective Date, 20XX]** and issue the Contract to the Plan(s) trustee or custodian identified below.

Plan Name: **[Plan Name]** _____

- qualified under Section 401(a) of the Internal Revenue Code
- a governmental eligible deferred compensation plan under Section 457(b) of the Internal Revenue Code
- Other (please specify): _____

(Repeat as necessary in the case of more than one Plan.)

Our Address (No., Street)

City

State

Zip Code

If different from applicant:

Plan Sponsor

Plan Sponsor Address (No., Street)

City

State

Zip Code

Contractholder Information

Please issue the Contract to the Plan trustee or custodian identified below:

Contractholder Name

Contractholder Address (No., Street)

City

State

Zip Code

<p>Plan Accounting and Credited Rate Determination (to be completed when the Contract will cover more than one Plan)</p>	<p><input type="checkbox"/> Pooled Experience/Single Credited Rate Election. Please pool the experience of the Plans and account for their collective interest in the Contract through a single Interest Accumulation Fund for all of the Plans and a single Separate Account Balance for all of the Plans. We are making this election in order that the Plans may receive a uniform Credited Rate.</p> <p><input type="checkbox"/> Plan-Specific Experience/Plan-Specific Credited Rates Election. Please maintain separate accountings for each of the Plans by establishing distinct, Plan-specific Interest Accumulation Fund and Separate Account Balances for each of the Plans. We are making this election in order that each Plan may receive a distinct, Plan-specific Credited Rate.</p>
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<p>Book-In Request</p>	<p><input type="checkbox"/> We would like to preserve the relationship between the book and market values of the Plan(s) stable value investment option(s) under the predecessor funding vehicle to the Contract. Please establish the opening Interest Accumulation Fund value under the Contract using the book value at termination of the predecessor stable value option investment vehicle (before any termination related charges or adjustments).</p>
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<p>Investment of Deposits</p>	<p>Amounts the Plan(s) deposit under the Contract are to be invested in:</p> <table data-bbox="406 819 1542 945"> <tr> <td><input type="checkbox"/> SA-390 Government Securities Fund</td> <td><input type="checkbox"/> SA-734 ING Intermediate Stable Value Fund</td> </tr> <tr> <td><input type="checkbox"/> SA-391 Quality Fund I</td> <td><input type="checkbox"/> SA-<u>XXX Separate Account Name</u></td> </tr> <tr> <td><input type="checkbox"/> SA-392 Quality Fund II</td> <td></td> </tr> </table> <hr/> <p>ING expense charges are to be:</p> <p><input type="checkbox"/> deducted from the above fund <input type="checkbox"/> Other _____</p>	<input type="checkbox"/> SA-390 Government Securities Fund	<input type="checkbox"/> SA-734 ING Intermediate Stable Value Fund	<input type="checkbox"/> SA-391 Quality Fund I	<input type="checkbox"/> SA- <u>XXX Separate Account Name</u>	<input type="checkbox"/> SA-392 Quality Fund II	
<input type="checkbox"/> SA-390 Government Securities Fund	<input type="checkbox"/> SA-734 ING Intermediate Stable Value Fund						
<input type="checkbox"/> SA-391 Quality Fund I	<input type="checkbox"/> SA- <u>XXX Separate Account Name</u>						
<input type="checkbox"/> SA-392 Quality Fund II							

<p>Net Deposit Information</p>	<p>We intend to deposit the percentage of stable value option contributions and any lump sums indicated below.</p> <p>A. Periodic Deposits</p> <p>The Plan intends to deposit _____% of Plan fixed income option contributions to the Contract. These deposits are <i>estimated</i> to be (on an annual basis):</p> <table data-bbox="617 1386 1396 1491"> <tr> <td style="text-align: center;">Total Deposits for Period Covered</td> <td style="text-align: center;">Deposit Frequency (e.g., weekly, monthly)</td> </tr> <tr> <td style="text-align: center;">\$ _____</td> <td style="text-align: center;">_____</td> </tr> </table>	Total Deposits for Period Covered	Deposit Frequency (e.g., weekly, monthly)	\$ _____	_____
Total Deposits for Period Covered	Deposit Frequency (e.g., weekly, monthly)				
\$ _____	_____				

B. Lump Sum Deposits

The Plan intends to deposit the following *estimated* amounts on/or about the indicated dates:

Lump Sum(s)	Date(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

C. Estimated Withdrawals

Excluding any withdrawals netted from the above deposit amounts, the Plan's anticipated withdrawals from the Contract during the period covered are *estimated* to be:

\$ _____

**Member
Withdrawals
Election (Fixed
Fund)/**

The Contract will reflect the withdrawal method we elect below for benefit payments, annuity purchases, loans to members, member-directed transfers and other member-initiated withdrawals. We understand that our election cannot be changed without your approval. When used below, "deposits" includes both current contributions and investment maturities.

Please review and elect one of the following withdrawal methods. **Method 1 - LIFO Only**

Benefit Withdrawals from Eligible Assets are paid from the investment vehicles, including this contract, in the reverse order in which Plan fixed fund deposits were made to the investment vehicles. The term "Plan fixed fund deposits" includes amounts received by the Plan in the form of interest payments and proceeds resulting from the maturity or termination of other Plan investment vehicles that are reinvested by the Plan. If more than one investment vehicle is receiving or has received Plan fixed fund deposits during the same deposit period, the Plan agrees to make withdrawals from such investment vehicles according to their pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed for Benefit Withdrawals times the percentage of fixed fund deposits being directed to each contract from which Benefit Withdrawals are to be paid).

 Method 2 - PRO RATA Only

The Plan agrees to pay this contract's pro rata share of the amounts needed to meet Benefit Withdrawals from Eligible Assets. This contract's pro rata share equals the total amount needed by the Plan for Benefit Withdrawals times the ratio of the Interest Accumulation Fund to the total amount of Eligible Assets.

 Method 3 - LIFO/PRO RATA

The Plan agrees to pay all amounts needed for Benefit Withdrawals from the investment vehicle receiving then current Plan fixed fund deposits as long as that investment vehicle has Eligible Assets. The term "Plan fixed fund deposits" includes amounts received by the Plan in the form of interest payments and proceeds resulting from the maturity or termination of other Plan investment vehicles that are reinvested by the Plan. If more than one investment vehicle is receiving then current Plan fixed fund deposits during the same deposit period, the Plan agrees to make withdrawals from such investment vehicles according to their pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed for Benefit Withdrawals times the percentage of current fixed fund deposits being directed to each contract from which Benefit Withdrawals are to be paid). If the investment vehicle(s) receiving then current Plan fixed fund deposits has no Eligible Assets, the Plan agrees to make withdrawals from this contract equal to this contract's pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed by the Plan for Benefit Withdrawals times the ratio of the Interest Accumulation Fund to the total amount of Eligible Assets).

**Anti Fraud
Statement**

Certain states require the following statement: Any person, who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance, may be guilty of a crime and may be subject to fines and confinement in prison.

**Acknowledgement
and
Representations**

(The Applicant must check this box.)

We have received and read your StabilizerSM disclosure sheet and sample Contract. We are relying on no statements by you other than those contained in the disclosure sheet and sample Contract. The Contract will reflect the substance of the sample Contract and the StabilizerSM disclosure sheet.

We represent that the Plan is a qualified Plan under Section 401(a) of the Internal Revenue Code, or a government sponsored eligible deferred compensation plan under Section 457(b) of the Code as amended, and we will advise you if the Plan ceases to be so qualified or eligible. We understand that you may review the Plan to assure compliance with underwriting rules before accepting this application. We agree that you may disregard any amendment to the Plan if it affects your obligations under the Contract.

Authorization

Authorized Signature of Applicant (Plan Sponsor, Trustee or other Plan Representative)	Date
--	------

SERFF Tracking Number: INGD-126513770 State: Arkansas
 Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 45401
 Company Tracking Number: ST-401 (12/09)
 TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.002 GIC
 Product Name: ST-401 (12/09)
 Project Name/Number: /

Supporting Document Schedules

Item Status: **Status**
Date:

Satisfied - Item: Flesch Certification

Comments:

The flesch requirement does not appear to be applicable to this group annuity contract. (ACA 23-80-204(b)(3))

Attached are the Guaranty Association Notice and the Consumer Notice.

Attached is the Certification of Compliance.

Attachments:

- AR-C (1-04).pdf
- ARCONS (10-09).pdf
- Cert of Compl.pdf

Item Status: **Status**
Date:

Bypassed - Item: Application

Bypass Reason: Application is being submitted for review and approval and appears under the Form Schedule tab.

Comments:

Item Status: **Status**
Date:

Satisfied - Item: Statement of Variability

Comments:

Attached is the Statement of Variability.

Attachment:

- Statement of Variability.pdf

Item Status: **Status**
Date:

Satisfied - Item: Blacklined Copy

SERFF Tracking Number: INGD-126513770 State: Arkansas
Filing Company: ING Life Insurance and Annuity Company State Tracking Number: 45401
Company Tracking Number: ST-401 (12/09)
TOI: A08G Group Annuities - Unallocated Sub-TOI: A08G.002 GIC
Product Name: ST-401 (12/09)
Project Name/Number: /

Comments:

Attached is the blacklined copy of the contract referred to in the cover letter.

Attachment:

Blacklined Copy.pdf

Item Status:

Status

Date:

Satisfied - Item: Amendment Form

Comments:

Attached is Amendment form ST-AFP (5/02) referred to in the cover letter.

Attachment:

ST-AFP (5-02) .pdf

LIMITATIONS AND EXCLUSIONS UNDER THE ARKANSAS LIFE AND DISABILITY INSURANCE GUARANTY ASSOCIATION ACT

Guaranty Notice

Residents of this state who purchase life insurance, annuities or health and accident insurance should know that the insurance companies licensed in this state to write these types of insurance are members of the Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association"). The purpose of this Guaranty Association is to assure that policy and contract owners will be protected, within certain limits, in the unlikely event that a member insurer becomes financially unable to meet its obligations. If this should happen, the Guaranty Association will assess its other member insurance companies for the money to pay the claims of policy owners who live in this state and, in some cases, to keep coverage in force. The valuable extra protection provided by the member insurers through the Guaranty Association is not unlimited, however. And, as noted in the box below, this protection is not a substitute for consumers' care in selecting insurance companies that are well managed and financially stable.

Disclaimer

The Arkansas Life and Health Insurance Guaranty Association ("Guaranty Association") may not provide coverage for this policy. If coverage is provided, it may be subject to substantial limitations or exclusions, and require continued residency in the state. You should not rely on coverage by the Guaranty Association in purchasing an insurance policy or contract.

Coverage is NOT provided for your policy or contract or any portion of it that is not guaranteed by the insurer or for which you have assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract.

Insurance companies or their agents are required by law to provide you with this notice. However, insurance companies and their agents are prohibited by law from using the existence of the Guaranty Association to induce you to purchase any kind of insurance policy.

The Arkansas Life and Health Insurance Guaranty Association
c/o The Liquidation Division
1023 West Capitol, Suite 2
Little Rock, Arkansas 72201

Arkansas Insurance Department
1200 West Third Street
Little Rock, Arkansas 72201-1904

The state law that provides for this safety-net is called the Arkansas Life and Health Insurance Guaranty Association Act ("Act"). Below is a brief summary of the Acts coverages, exclusions and limits. This summary does not cover all provisions of the Act; nor does it in any way change anyone's rights or obligations under the Act or the rights or obligations of the Guaranty Association.

Coverage

Generally, individuals will be protected by the Guaranty Association if they live in this state and hold a life, annuity, or health insurance contract or policy, or if they are insured under a group insurance contract, issued by a member insurer. The beneficiaries, payees or assignees of policy or contract owners are protected as well, even if they live in another state.

(please turn to back page)

Exclusions from Coverage

However persons holding such policies are NOT protected by the Guaranty Association if:

They are eligible for protection under the laws of another state (this may occur when the insolvent insurer was incorporated in another state whose guaranty association protects insureds who live outside that state);

The insurer was not authorized to do business in this state;

Their policy or contract was issued by a nonprofit hospital or medical service organization, an HMO, a fraternal benefit society, a mandatory state pooling plan, a mutual assessment company or similar plan in which the policy or contract owner is subject to future assessments, or by an insurance exchange.

The Guaranty Association also does NOT provide coverage for:

Any policy or contract or portion thereof which is not guaranteed by the insurer or for which the owner has assumed the risk, such as non-guaranteed amounts held in a separate account under a variable life or variable annuity contract;

Any policy of reinsurance (unless an assumption certificate was issued);

Interest rate yields that exceed an average rate;

Dividends and voting rights and experience rating credits;

Credits given in connection with the administration of a policy by a group contract holder;

Employers' plans to the extent they are self-funded (that is, not insured by an insurance company, even if an insurance company administers them);

Unallocated annuity contracts (which give rights to group contract holders, not individuals);

Unallocated annuity contracts issued to/in connection with benefit plans protected under Federal Pension Benefit Corporation ("FPBC")(whether the FPBC is yet liable or not);

Portions of an unallocated annuity contract not owned by a benefit plan or a government lottery (unless the owner is a resident) or issued to a collective investment trust or similar pooled fund offered by a bank or other financial institution);

Portions of a policy or contract to the extent assessments required by law for the Guaranty Association are preempted by State or Federal law;

Obligations that do not arise under the policy or contract, including claims based on marketing materials or side letters, riders, or other documents which do not meet filing requirements, or claims for policy misrepresentations, or extra-contractual or penalty claims;

Contractual agreements establishing the member insurer's obligations to provide book value accounting guarantees for defined contribution benefit plan participants (by reference to a portfolio of assets owned by a nonaffiliated benefit plan or its trustees).

Limits on Amount of Coverage

The Act also limits the amount the Guaranty Association is obligated to cover: The Guaranty Association cannot pay more than what the insurance company would owe under a policy or contract. Also, for any one insured life, the Guaranty Association will pay a maximum of \$300,000 - no matter how many policies and contracts there were with the same company, even if they provided different types of coverages. Within this overall \$300,000 limit, the Association will not pay more than \$300,000 in health insurance benefits, \$300,000 in present value of annuity benefits, or \$300,000 in life insurance death benefits or net cash surrender values - again, no matter how many policies and contracts there were with the same company, and no matter how many different types of coverages. There is a \$1,000,000 limit with respect to any contract holder for unallocated annuity benefits, irrespective of the number of contracts held by the contract holder. These are limitations for which the Guaranty Association is obligated before taking into account either its subrogation and assignment rights or the extent to which those benefits could be provided out of the assets of the impaired or insolvent insurer.

**ING LIFE INSURANCE AND ANNUITY COMPANY
ONE ORANGE WAY
WINDSOR, CONNECTICUT 06095**

IN THE EVENT THAT YOU WISH TO CONTACT YOUR POLICYHOLDER SERVICE OFFICE,
THE FOLLOWING INFORMATION IS PROVIDED TO ASSIST YOU:

ING Life Insurance and Annuity Company

One Orange Way
Windsor, CT 06095
Telephone: 1-800-654-8065

[Name Of Agent]
[Address]
[Telephone Number]

IF WE AT ING FAIL TO PROVIDE YOU WITH REASONABLE AND
ADEQUATE SERVICE, YOU SHOULD FEEL FREE TO CONTACT:

ARKANSAS INSURANCE DEPARTMENT
CONSUMER SERVICES DIVISION
1200 WEST THIRD STREET
LITTLE ROCK, ARKANSAS 72201
(501) 371-2640 OR 1-800-852-5494
(501) 371-2749 Fax

STATE OF ARKANSAS
CERTIFICATION OF COMPLIANCE

CARRIER: ING Life Insurance and Annuity Company

FORM NUMBER(S)

FORM TITLE(S)

ST-401 (12/09)
ST-401-APP (12-09)

Unallocated Group Annuity Contract
Application for Group Annuity Contract

I hereby certify that to the best of my knowledge and belief the above form submission complies with Rule and Regulation 19s10 as well as all applicable requirements for the State of Arkansas.

Monica A. McGill

Signature of Officer or Representative

Monica McGill

Name

Contract Consultant

Title and/or Business Affiliation

April 12, 2010

Date

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
Application Form ST-401-APP (12/09)

Page No.	Reference for Bracketed Text	Variation and/or Explanation
		Group Annuity Contract Form ST-401 (12/09)
Page 1	<p>[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]</p> <p>[Effective Date, 20XX]</p> <p>[ST – XXXXX]</p> <p>[State]</p> <p>[One Orange Way, Windsor, Connecticut]</p> <p>[Execution Date, 20XX]</p> <p>Signature Block</p>	<p>Contractholder name, Contract Effective Date, Contract Document Number and State are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>Company address is bracketed to allow for any possible future change.</p> <p>The applicable Execution Date will be entered at contract issuance.</p> <p>If the contractholder desires, a bilateral signature block is added. [COMPANY NAME OF SIGNER By: _____ Title: _____ Date: _____]</p>
Pages 2-4	<p><u>1. Definitions:</u></p> <p>1.2. <i>Contractholder</i></p> <p>1.4. <i>Benefit Withdrawals</i></p> <p>1.6. <i>Business Day</i></p> <p>1.8. <i>Competing Investment Option</i></p>	<p>This section is used to define key terms with respect to the contract. Following are specific changes which may be made.</p> <p>Include the full name of the "Contractholder". Contractholder is [Contractholder Name]. Wherever "you" or "your" is used in this contract, it means the Contractholder. When this contract provides that we will make a payment to you, the payment will be made to you if you are a trustee of the Plan; otherwise, we will pay the Plan funding agent you designate</p> <p>Delete references to loans, item (c), if not applicable to the class of plan being funded. Identify other types of Member withdrawals which are or are not permitted under the contract.</p> <p>Expanding the definition of "Business Day" to include specific dates.</p> <p>Describe additional criteria as to what will or will not be considered a "Competing Investment Option, or identifying certain plan options or investment facilities as those which will or will not be considered a "Competing Investment Option".</p>

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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<p>1.11. <i>Credited Rate Period</i></p> <p>1.12. <i>Eligible Assets</i></p> <p>1.13. <i>Employer</i></p> <p>1.15. <i>Interest Accumulation Fund</i></p> <p>1.17. <i>Member</i></p> <p>1.18. <i>Plan</i></p> <p>[Plan Name]</p> <p>1.19 <i>Separate Account</i></p> <p>1.20. <i>Separate Account Balance</i></p>		<p>Modify the definition of "Credited Rate Period" to specify a period other than annual, semiannual or quarterly (e.g., monthly).</p> <p>Variation used if both Member and Contractholder direct investments: Eligible Assets are:</p> <ul style="list-style-type: none"> (a) with respect to the Plan assets for which Members do not have the option to direct the investment of their account balances, Eligible Assets are all such Plan investments; and (b) with respect to the Plan assets for which Members do have the option to direct the investment of their account balances among the various Plan investment facilities, Eligible Assets are all Plan investments allocated to the Investment Option that includes amounts held under this contract. <p>Variation used if the contract is funding a collectively bargained plan: Employer is any corporation, partnership, proprietorship or other entity whose employees may participate in the Plan. An employer includes any party to a collective bargaining agreement who is required to make contributions to the Plan.</p> <p>Variation used if including the name of the "Employer": Employer is [Employer Name].</p> <p>Identify or specifically name further adjustments that may be made to the "Interest Accumulation Fund".</p> <p>Modify the definition of "Member" to reflect the operation of the plan.</p> <p>Plan name is within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>Variation used if the contract is funding multiple plans: <i>Plan(s)</i> are: [Plan Names] You must give us copies of the Plans upon entering into this contract. We are not a party to the Plan. References in this contract to actions taken by the Plan include actions taken on the Plan's behalf by its trustees, administrators or named fiduciaries.</p> <p>Variation used if the contract funds an individual separate account: A <i>Separate Account</i> is a segregated asset account we established under Connecticut law. Deposits to this contract are allocated to a Separate Account.</p> <p>Variation if the contract funds an individual separate account: <i>Separate Account Balance</i> is an accounting record we maintain to reflect the [fair market value of a Separate Account.]</p>
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STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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Pages 4-8	<u>2. Operation of the Contract</u>	This section defines the scope of the operation of the contract. Following is a list of specific changes which may be made.
	2.1.	Identify the specific Separate Accounts that deposits will be allocated to. Identify wire transfer contacts by name and detail specific procedures.
	2.3.	Modify the notification period if requested by the Contractholder.
	2.4.	Variation if a single credited rate is determined for affiliated contracts in an individual separate account: The Credited Rate is determined by us. It reflects our assumptions as to your deposits and withdrawals to this contract and the investment results of the Separate Account. It also reflects an adjustment for differences between the balance of the Interest Accumulation Fund of this and any other contract with amounts allocated to the Separate Account and the Separate Account Balance. The formula we currently use to determine this contract's Credited Rate is described in the attached Credited Rate Determination Exhibit.
	2.5	Variation if the contract is not funded from the termination proceeds of a predecessor investment vehicle: The balance of the Interest Accumulation Fund is an amount equal to Plan deposits, plus interest, less any withdrawals, less any adjustment made in connection with any Contractholder Withdrawal, and less any fees or expenses that are deducted from time to time. Identify or specifically name further adjustments that may affect the balance of the Interest Accumulation Fund.
	2.8.	Expand upon the computation of the fair market value of and/or specify other costs which may be charged to the Separate Account.
	2.9.	Eliminate the description of Contractholder's pro rata share of the Separate Account if the contract supports an individual Separate Account. Refine further the description of events that cause a change in the Contractholder's pro rata share of the Separate Account. Variation if a single credited rate is determined for affiliated contracts in an individual separate account: We will account for this contract's pro rata share of the Separate Account Balance. Pro rata share equals the ratio of this contract's Interest Accumulation Fund balance to the total aggregate Interest Accumulation Fund of all contracts with amounts allocated to the Separate Account.
	2.12.	Modify the time period in which ING furnishes financial statements.
	2.13.	Describe other plan funding options and sources, how they relate to funds under the contract and any conditions or limitations under which amounts may be transferred to other plan investment facilities.

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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2.14.	References to IRC and/or ERISA sections may be modified to reflect any recodification. Delete section if loans not allowed under the Plan.
2.15.	<p>Modify or describe in further ING's share or percentage of a given plan's withdrawals which may be withdrawn from the contract (the remainder of such withdrawals may be taken from other plan funding sources).</p> <p>Variation if Benefit Withdrawals are made on a LIFO/Pro Rata basis: This contract follows a LIFO/ProRata withdrawal order. The Plan agrees to pay all amounts needed for Benefit Withdrawals from the investment vehicle receiving then current Plan fixed fund deposits as long as that investment vehicle has Eligible Assets. The term "Plan fixed fund deposits" includes amounts received by the Plan in the form of interest payments and proceeds resulting from the maturity or termination of other Plan investment vehicles that are reinvested by the Plan. If more than one investment vehicle is receiving then current Plan fixed fund deposits during the same deposit period, the Plan agrees to make withdrawals from such investment vehicles according to their pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed for Benefit Withdrawals times the percentage of current fixed fund deposits being directed to each contract from which Benefit Withdrawals are to be paid). If the investment vehicle(s) receiving then current Plan fixed fund deposits has no Eligible Assets, the Plan agrees to make withdrawals from this contract equal to this contract's pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount needed by the Plan for Benefit Withdrawals times the ratio of the Interest Accumulation Fund to the total amount of Eligible Assets).Variation when Benefit Withdrawals are made on a Pro Rata basis: Variation if Benefit Withdrawals are made on a Pro Rata basis: This contract follows a Pro Rata withdrawal order. The Plan agrees to pay this contract's pro rata share of the amounts needed to meet Benefit Withdrawals from Eligible Assets. This contract's pro rata share equals the total amount needed by the Plan for Benefit Withdrawals times the ratio of the Interest Accumulation Fund to the total amount of Eligible Assets.</p>
2.16.	Describe information which the Contractholder must furnish as proof that withdrawals are in conformance with conditions agreed to. Specify the proof required.
2.21.	Modify ING's reaction to plan amendments in general or under particular circumstances. Descriptions of other documents the Contractholder agrees to submit to ING for review.
2.22.	Modify the timing and/or conditions for the determination of the value of the Separate Account Balance when the Contractholder requests a withdrawal of all or part of their Separate Account Balance.
2.25.	Identify other types of member-initiated withdrawal or transfer requests which constitute Contractholder Withdrawals or a partial discontinuance.

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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	2.27.	Eliminate the provision. Modify the percentage if requested by Contractholder; corridor will be not greater than 20%.
Pages 8-9	<u>3. Discontinuance</u>	This section describes the general terms under which the contract may be discontinued and the effect of a discontinuance including the disposition of funds in the Separate Account(s). Listed below are specific changes which may be made.
	3.1., 3.2., & 3.3.	Modify notice periods if requested by the Contractholder.
	3.1.	Modify discontinuance date if requested by the Contractholder.
	3.4.	Change, delete or add further reasons for our discontinuance.
	3.4. (j)	If the contract is funding a collectively bargained plan, item 3.4.(j) is eliminated.
	3.4. (l)	If a case is sold with an initial MV/BV ratio of something other than 100%, we reserve the right to use a percentage less than [95%]. Modify the level of Immediate Credited Rate and assumptions that would trigger an automatic discontinuance of the contract.
	3.5.	Change, delete or add further payment options upon total or partial discontinuance.
	3.5. (a)	Variation if the contract funds an individual separate account: 3.5. We will pay all available funds to you as follows: (a) In the case of a total discontinuance, you may: (i) direct us to pay you your Separate Account Balance; or (ii) direct us to pay you the balance of the Interest Accumulation Fund, subject to the terms described in the attached Book Value Settlement Exhibit; or (iii) elect an in-kind-transfer of your Separate Account assets to a successor provider.
	3.5.(c)	Modify the stipulated date by which Contractholder direction as to payout under this provision must be provided to be longer or shorter than 30 days.
	3.6.	Specify other methods of payment of fees due ING at discontinuance.

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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	3.8.	Allow new Contractholder deposits either in limited circumstances or when not objectionable to ING.
Page 10	<u>4. Amendments</u>	This section recites the general provisions under which the contract may be amended. It may be modified to reflect specific agreed upon conditions of contract amendments. Following are specific changes which may be made.
	4.3.	Modify ING's right to and reasons for proposing unilateral amendments and describing the time periods during which amendments become effective after notice is given. Modify the time period during which amendments become effective after notice is given.
	4.5.	Modify notification period for changing the Term Schedule to be longer or shorter than 30 days.
Pages 10-11	<u>5. Annuities</u>	This section specifies the rules, rates and general provisions of annuities available under this contract.
	5.1.	Expand or specify ING's regular practices for purchasing annuities or information we may require.
	5.4.	The minimum for the monthly payment amount may be modified to comply with applicable laws or regulations.
	5.6.	Include restrictions on various forms of annuities which may be imposed by applicable law, regulation or ruling.
	5.8.	Modify the formula for net premiums.
	5.9.	The annuity purchase rate may use other mortality tables and interest specifications. ING will request approval of any change in the minimum premium rate basis which, in the aggregate, results in a less favorable rate for the contractholder. The bracketed amount is the least we will credit; the minimum guaranteed interest rate will never be less than 1.00%.
	5.11.	The premium rate guarantee expiration date will reflect the specifics of each contract issued. It will be a minimum of 3 years.
	5.12.	List specific plan or state law requirements.
Page 12	<u>6. Fees</u>	This section describes the general terms and conditions agreed to under which ING may charge fee(s) for the operation of this contract.
	6.2.	Modify time period.
Pages 12-13	<u>7. General Matters</u>	This section includes general provisions concerning the operation of the contract. Following are specific changes which may be made.
	7.1.	Variation used if notices to Contractholder effective when received: All agreements, notices or other communication required by this contract must be in writing. Notices to us are

STATEMENT OF VARIABILITY
Group Annuity Contract Form ST-401 (12/09)
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		<p>effective when we receive them at the address designated by us. [Notices to you are effective when you receive them at the address we mail your financial statements to. One of our duly authorized officers must sign all our agreements.]</p> <p>Identify persons authorized to make agreements for ING. Identify method and effective dates of notices to either party. Identify other documents or addresses to be used for determining when notice from ING is effective.</p> <p>7.2. Identify additional errors that may be corrected by ING.</p> <p>7.5. Identify who may act as an agent(s) for the Contractholder.</p> <p>7.7. Describe information or proofs which the Contractholder must furnish to ING, to whom they must furnish it to, time parameters for doing so, and the actions to be taken by ING if such material is not furnished</p> <p>7.10. Paragraph 7.10 is deleted if there is no trustee being utilized. Subsequent paragraphs are renumbered.</p> <p>7.12. Variation used if Plan is not subject to ERISA: We acknowledge that we are acting as an investment manager and are a fiduciary, as defined in section 3(38) of ERISA, solely with respect to the management of Plan funds held in a Separate Account. In all other respects, in exercising our rights, we represent ourselves and not the Plan.</p> <p>7.13. Modify the provision to include further details of our ability to defer honoring Benefit Withdrawals pending prudent liquidation of assets, e.g., specifying the amount of time necessary to prudently liquidate assets.</p>
<p>Pages 14-15</p>	<p><u>Term Schedule</u> [Separate Account Name] SA- [Separate Account Number] [ST-XXXXX]</p> <p>Pooled Separate Account Term Schedule</p>	<p>A single Term Schedule will be prepared for each Separate Account utilized by the Contractholder. It will detail the following specific information: account name and number; description; agreements as to permitted and prohibited investments; credit quality; duration; derivatives, futures options and swaps; issuer diversification; constraints and guideline violations, book value settlement; expenses; deposits and withdrawals; and valuation procedures of each Separate Account. A Term Schedule may be modified to specify other terms applicable to each Separate Account, etc. Both pooled and individual separate accounts are available.</p> <p>Separate Account Name, Separate Account Number and Contract Document Number are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>-----</p> <p>Pooled Separate Accounts There are currently four pooled separate accounts available to fund the Stabilizer contracts. They are shown in the contract after page 13 and are as follows: SA-390 Government Securities Fund, SA- 391 Quality Fund I, SA-392 Quality Fund II and SA- 734 ING Intermediate Stable Value Fund. We may offer additional pooled separate accounts</p>

STATEMENT OF VARIABILITY
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	<p>Individual Separate Account Term Schedules</p>	<p>under this contract in the future.</p> <p>-----</p> <p><u>Individual Separate Accounts</u></p> <p>If the contract is funding an individual separate account established for exclusive use by the Contractholder, the contract will be issued with its own Term Schedule. It will follow the same format as the pooled separate accounts and detail the specific information applicable to the individual account.</p>
<p>Pages 15-16</p>	<p><u>Credited Rate Determination Exhibit</u></p> <p>[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]</p> <p>[ST – XXXXX]</p>	<p>The Credited Rate Determination Exhibit is the formula currently used to determine the Credited Rate for each Credited Rate Period. Contractholder modifications are not permitted. However, ING may modify the formula applied to this class of contract.</p> <p>Contractholder name and Contract Document Number are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>Variation if a single credited rate is determined for affiliated contracts in an individual separate account: [IAF = The projected balance of the Interest Accumulation Fund of this contract and any other contract with amounts allocated to the Separate Account on the date the new Credited Rate is first effective, plus our projection of anticipated net deposits, withdrawals and expense charge deductions in the next Credited Rate Period.]</p> <p>We may agree to modify the change notification period for this exhibit to be longer or shorter than 30 days.</p>
<p>Page 17</p>	<p><u>Contract Fee Exhibit</u></p> <p>[20XX]</p> <p>[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]</p> <p>[ST – XXXXX]</p>	<p>The Fee Exhibit shows representative annual fee language. Specific basis points and dollar amounts may and are expected to change over the duration of the contract. Other fees for unique services requested by the Contractholder may be included.</p> <p>Year, Contractholder name, Contract Document Number, and Separate Name and/or Number and mean assets dollar amounts are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>When the contract is issued to a specific Contractholder, we will insert the actual Investment Management and Risk Fee applicable to that contract, anywhere from 0% to 1.00%, and the actual Administration Fee applicable to that contract, anywhere from 0% to 3.00%.</p> <p>Variation if a flat fee replaces the graded fee schedule, the first paragraph under the heading “Investment Management and Risk Fee” will be modified as follow The investment management and risk fee may be deducted or billed. It equals [0% to 1.00%] of the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number], prorated for periods other than 12 months.</p>

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		<p>Variation if the contractholder utilizes more than one separate account, the first paragraph under the heading “Investment Management and Risk Fee” will be modified as follows to specify the fees/charges applicable to each separate account.</p> <p>The investment management and risk fee may be deducted or billed. It equals the sum of (a) and (x), prorated for periods other than 12 months:</p> <p>(a) the amount determined by applying the following table to the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number].</p> <table style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Mean Assets</th> <th style="text-align: left;">Percentage Charge</th> </tr> </thead> <tbody> <tr> <td>First [\$ XX,XXX,XXX.XX]</td> <td>[0% to 1.00%]</td> </tr> <tr> <td>Over [\$ XX,XXX,XXX.XX]</td> <td>[0% to 1.00%]</td> </tr> </tbody> </table> <p>(x) the amount determined by applying the following table to the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number].</p> <table style="margin-left: 40px;"> <thead> <tr> <th style="text-align: left;">Mean Assets</th> <th style="text-align: left;">Percentage Charge</th> </tr> </thead> <tbody> <tr> <td>First [\$ XX,XXX,XXX.XX]</td> <td>[0% to 1.00%]</td> </tr> <tr> <td>Over [\$ XX,XXX,XXX.XX]</td> <td>[0% to 1.00%]</td> </tr> </tbody> </table> <p>Paragraph (x), lettered sequentially, will be repeated for as many Separate Accounts as are utilized under a specific contract.</p>	Mean Assets	Percentage Charge	First [\$ XX,XXX,XXX.XX]	[0% to 1.00%]	Over [\$ XX,XXX,XXX.XX]	[0% to 1.00%]	Mean Assets	Percentage Charge	First [\$ XX,XXX,XXX.XX]	[0% to 1.00%]	Over [\$ XX,XXX,XXX.XX]	[0% to 1.00%]
Mean Assets	Percentage Charge													
First [\$ XX,XXX,XXX.XX]	[0% to 1.00%]													
Over [\$ XX,XXX,XXX.XX]	[0% to 1.00%]													
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Over [\$ XX,XXX,XXX.XX]	[0% to 1.00%]													
<p>Pages 18-19</p>	<p><u>Book Value Settlement Exhibit</u></p> <p>[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]</p> <p>[ST – XXXXX]</p>	<p>The Book Value Settlement Exhibit is a representative sample of the current standard settlement policy at discontinuance for this class of contract. Other agreed upon provisions relating to the settlement may be described.</p> <p>Contractholder name and Contract Document Number are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>Variation if contract funds an individual separate account, the third to the last paragraph is modified as follows:</p> <p>At any time after your contract has entered its Book Value Settlement Phase, but before the Book Value Settlement Maturity Date payment has been made, you may elect an early termination of your contract by directing us to pay you your Separate Account Balance or by electing in-kind transfer of your Separate Account assets.</p> <p>We may agree to modify the change notification period for this exhibit to be longer or shorter than 90 days.</p>												
<p>Page 20</p>	<p><u>Contract Interest Exhibit</u></p>	<p>The Interest Exhibit is a representative sample of the effective interest rate and its effective period. Other agreed upon provisions relating to the interest rate may be described.</p>												

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	<p>[20XX] [ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN] [ST – XXXXX] [Interest Rate Start Date, 20XX] [Interest Rate End Date, 20XX] [X.XX%]</p>	<p>Year, Contractholder name, Contract Document Number, Interest Rate Start Date, Interest Rate End Date and the interest rate are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p> <p>Variation if the contractholder and ING agree to bill fees, the first paragraph of the Contract Interest Exhibit is modified to read as follows: The effective annual interest rate credited to your Interest Accumulation Fund from [Interest Rate Start Date, 20XX] through [Interest Rate End Date, 20XX] is [X.XX%].</p> <p>Variation if the contract funds more than one plan or the plan invest in more than one separate account under this contract, the Contract Interest Exhibit is modified to read as follows: The following [net] effective annual interest rates will be credited to your Interest Accumulation Fund from [Interest Rate Start Date, 20XX] through [Interest Rate End Date, 20XX].</p> <ul style="list-style-type: none"> • The interest rate for [Plan Name (Plan No.)/Separate Account Name (Separate Account No.)] is [X.XX%]. • The interest rate for [Plan Name (Plan No.)/ Separate Account Name (Separate Account No.)] is [X.XX%]. <p>We may agree to modify the change notification period for this exhibit to be longer or shorter than 30 days.</p>
		<p>Application Form ST-401-APP (12/09)</p>
<p>Page 1</p>	<p><u>Definitions</u> [Applicant Name]</p>	<p>Applicant Name is within brackets to denote customer-specific information that will be entered at time of contract issuance.</p>
	<p><u>Application Information</u> [Contract Effective Date, 20XX] [Plan Name]</p>	<p>Contract Effective Date and Plan Name are within brackets to denote customer-specific information that will be entered at time of contract issuance.</p>
<p>Page 2</p>	<p><u>Investment of Deposits</u> SA-[XXX Fund Name]</p>	<p>Separate Account Number and Name will be entered as applicable.</p>

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Certification

The use of the bracketed text in the submitted forms will vary among plans and may depend upon plan and/or contractholder characteristics but we will at all time administer the forms uniformly and consistently and in a manner that is not unfairly discriminatory. ING understands that all substantive changes (i.e., all changes with the exception of typographical or grammatical corrections, and changes made within bracketed sections of this filing package) to this master filing must be filed with the Department on either a general basis or a single case basis.

BLACKLINED COPY

StabilizerSM Contract

A group annuity contract issued by ING Life Insurance and Annuity Company to:
[ABC TRUST COMPANY, TRUSTEE OF THE XYZ RETIREMENT PLAN]

Contract Effective Date:
[Effective Date, 20XX]

Contract Document Number:
[ST - XXXXX]

This page, the following pages and the application are the entire contract.

You acknowledge that you have read and understand this contract and that, by completing an application, you have agreed to make deposits to this contract. Your application and any other writings acceptable to us, in which you agree to make deposits, are part of this contract.

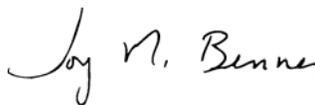
This contract is delivered in **[State]**.

THE VALUE OF THE SEPARATE ACCOUNT(S) DESCRIBED IN THIS CONTRACT IS SUBJECT TO CHANGE AND WILL VARY BOTH UP AND DOWN IN ACCORDANCE WITH THE INVESTMENT RESULTS OF THE ACCOUNT(S) AND IS NOT GUARANTEED AS TO FIXED DOLLAR AMOUNTS.

ING Life Insurance and Annuity Company has signed this contract at its Home Office, [One Orange Way, Windsor, Connecticut 06095] on **Execution Date, 20XX**.



[Catherine Smith, President]



Joy Benner, Secretary]



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1. Definitions

Parties to this Contract

- 1.1. *ING* is ING Life Insurance and Annuity Company. Wherever "we," "us" or "our" is used in this contract, it means ING.
- 1.2. *Contractholder* is [the holder of this contract named on the face page]. Wherever "you" or "your" is used in this contract, it means the Contractholder. When this contract provides that we will make a payment to you, the payment will be made to you if you are a trustee of the Plan; otherwise, we will pay the Plan funding agent you designate.

Other Defined Terms

- 1.3. *Annuity* is a Member's periodic benefit that you may direct us to purchase under this contract.
- 1.4. *Benefit Withdrawals* are withdrawals (other than Contractholder Withdrawals as described in the Operation of the Contract section of this contract) [made in accordance with your Plan and this contract for:
 - (a) Member-initiated withdrawals;
 - (b) Member-directed transfers of their account balances between Investment Options;
 - (c) loans to Members; or
 - (d) Annuity purchases.]

Benefit Withdrawals must meet the conditions in the Operation of the Contract section.
 - 1.5. *Book Value Settlement Phase* is the phase this contract enters following its total discontinuance if you elect to receive the balance of the Interest Accumulation Fund subject to the terms described in the attached Book Value Settlement Exhibit.
 - 1.6. *Business Day* is [any day both we and the financial markets are open for business.]
 - 1.7. *Code* is the Internal Revenue Code of 1986, as amended, or any successor to it.

- 1.8. *Competing Investment Option* is [any Investment Option (other than the one using this contract ~~or such other Investment Options as we may from time to time agree to in accordance with our underwriting standards~~) which
- (a) is invested in money market instruments, repurchase agreements, guaranteed investment contracts, or investments offering a fixed rate of return; or
 - (b) any Investment Option having a targeted duration of less than three (3) years; or
 - (c) provides a direct or indirect guarantee of investment performance guarantee; or
 - (d) is, or may be, invested primarily in assets other than common or preferred stock; or
 - (e) is, or may be, invested primarily in financial vehicles (such as mutual funds, trusts or insurance contracts) which are invested primarily in assets other than common or preferred stock; or
 - (f) is a self-directed brokerage arrangement; or
 - (g) is designated as competing by us in accordance with our underwriting standards.]
- 1.9. *Contractholder Withdrawals* are any withdrawals you make which are not Benefit Withdrawals.
- 1.10. *Credited Rate* is the effective annual rate of interest we periodically announce for this contract and which is credited to the Interest Accumulation Fund. Unless we agree otherwise, it is effective as of the first day of a Credited Rate Period.
- 1.11. *Credited Rate Period* is the period of time for which the Credited Rate is applicable. It is [an annual, semiannual or quarterly] period as directed by you or such shorter period as may be required during the Book Value Settlement Phase.
- 1.12. *Eligible Assets* are [all Plan assets if Members do not have the option to direct investment of their account balances among various Plan investment facilities. If Members have such an option, Eligible Assets are all Plan investments allocated to the Investment Option which includes amounts held under this contract.]
- 1.13. *Employer* is [any corporation, partnership, proprietorship or other entity whose employees may participate in the Plan.]
- 1.14. *Immediate Credited Rate* is our calculation of what the effective annual rate of interest determined according to the Credited Rate Determination Exhibit would be, assuming the next Credited Rate Period were to commence immediately.
- 1.15. *Interest Accumulation Fund* is an accounting record we maintain under this contract for amounts allocated to a Separate Account, reflecting [deposits received, withdrawals you make, fees charged, plus interest at the Credited Rate and other adjustments]. This account may be used by you for Plan recordkeeping and communications.
- 1.16. *Investment Option* is any facility used for Member-directed investment of account balances. If the Plan does not have Investment Options, then a reference to an Investment Option means all Plan funds.
- 1.17. *Member* is a participant in the Plan (regardless of employment status), [or any person deriving his rights from such participant. A Member has no rights or obligations under this contract, except as specifically stated.]
- 1.18. *Plan* is the [**Plan Name**]. You must give us a copy of the Plan upon entering into this contract. We are not a party to the Plan.

Definition of Deposit Agreement deleted and subsequent items renumbered.

2. Operation of the Contract

- 1.19. A *Separate Account* is a segregated asset account we established under Connecticut law. [A Separate Account may have amounts allocated to it on a pooled basis.]
- 1.20. *Separate Account Balance* is an accounting record we maintain to reflect the [fair market value of your pro rata share of a Separate Account.]
- 1.21. *Term Schedule* is an attachment to this contract describing the terms applicable to a Separate Account you use to support the Interest Accumulation Fund.

Deposits

~~2.1. You agree to make deposits to this contract at such times, in such amounts and under such conditions as mutually agreed to in the Deposit Agreement. We are obligated to accept only those deposits you are committed to make, except as follows:~~

~~(a) We may stop accepting deposits under the current Deposit Agreement if an action you take causes a reason for discontinuance to arise under the Discontinuance Section.~~

~~(b) We may refuse to accept deposits under any renewal Deposit Agreement. If we refuse to accept deposits under a renewal Deposit Agreement, we will give you 30 days advance written notice.~~

2.1. Deposits received by us are allocated to [the Separate Account(s) in which you choose to participate.] Deposits are subject to any conditions or limitations in the Term Schedule for that Separate Account. [Unless otherwise agreed, deposits are made by wire transfer.]

2.2. We reserve the right to establish minimum deposit amounts and to refuse to accept deposits.

Operation of the Fund

2.3. As of the contract effective date and at least [30 days] prior to each Credited Rate Period, or such shorter period as may be required during the Book Value Settlement Phase, we will notify you of the rate to be credited to the Interest Accumulation Fund for that period. Interest is credited on a daily basis.

2.4. [The Credited Rate is determined by us. It reflects our assumptions as to your deposits and withdrawals to this contract and the investment results of the Separate Account. It also reflects an adjustment for differences between the balance of the Interest Accumulation Fund and the Separate Account Balance. The formula we currently use to determine this contract's Credited Rate is

described in the attached Credited Rate Determination Exhibit.]

2.5. [With our consent, the Plan may “book-in” to this Contract by transferring to the Interest Accumulation Fund the book value at termination of the predecessor stable value option investment vehicle, prior to reduction for any termination related charges or adjustments. Under a book-in arrangement, the balance of the Interest Accumulation Fund equals your is an amount equal to such transferred value, plus any additional Plan deposits, plus interest, less any withdrawals, plus or minus less any adjustment made in connection with any Contractholder Withdrawal, and less any fees or expenses that are deducted from time to time.]

2.6. If you request, we can establish [multiple accounts for Plan recordkeeping purposes. If an additional account has its own Credited Rate, it is treated as a distinct Interest Accumulation Fund. With our consent, Plans sponsored by a common Employer or Employer group may elect to receive uniform Credited Rates by establishing a Plan group. While a Plan group election is in effect, the activity of each of the Plans within the Plan group shall be pooled and accounted for through a single Interest Accumulation Fund for the Plan group and single Separate Account Balance for the Plan group. While a Plan group election is in effect, references in this Contract to “you” and “your” shall be construed to apply to each of the Contractholder(s) holding a Contract on behalf of the Plans within the Plan group and references to “Plan” shall refer to each of the Plans within the Plan group collectively. Each plan within the Plan group will hold an undivided percentage interest in the Interest Accumulation Fund and in the Separate Account Balance established for the Plan group. Each Plan’s percentage interest in the Plan group Interest Accumulation Fund and the Plan group Separate Account Balance, at any point in time, shall be determined by the ratio of total Plan Member account balances

funded through the Interest Accumulation Fund to total Plan group Member balances funded through the Interest Accumulation Fund. In the event that a percentage interest determination is required, you agree to take all steps necessary to cause the Plan’s recordkeeper to furnish us with the Plan’s Member account balance information in an appropriate, industry standard format.

A Plan group election may be terminated as to one or more plans upon at least [30 days advance written notice] to us if, on the date of notice, each Plan is then individually eligible for coverage under this class of contracts. Upon termination, the percentage of the Interest Accumulation Fund and the Separate Account Balance attributable to each Plan will transfer to distinct accounts established specifically for each Plan and a distinct, plan-specific Credited Rate shall be calculated for and applied to each of the formerly grouped Plans’ respective Interest Accumulation Funds.

2.7. Amounts in a Separate Account are invested consistent with the investment objectives we set for that Separate Account. The investments and operation of a Separate Account are also subject to any rules and limitations established by our Board of Directors or its duly authorized committee.

2.8. [The value of a Separate Account is the fair market value of investments in the Separate Account plus cash balances and accruals, less liabilities, in accordance with such methods as are described in the Term Schedule or as we may adopt from time to time. Income and gains or losses, realized or unrealized, are credited or charged directly to a Separate Account. The values determined may decrease or increase according to such procedure. A Separate Account is charged with expenses arising from the operation of the account, including taxes, brokerage commissions and other costs.]

- 2.9. [Your pro rata share of a Separate Account increases when you make a deposit or when others participating in the Separate Account make withdrawals. Your share decreases when you make a withdrawal or when others participating make deposits.]
- 2.10 The assets in a Separate Account are not chargeable with liabilities arising out of any of our other business. We own the investments held in a Separate Account. We are not a trustee of such assets.
- 2.11 Unless the Term Schedule specifies otherwise, we may discontinue the use or availability of any Separate Account (other than any Separate Account you use during the Book Value Settlement Phase). At your direction, we will transfer your Separate Account Balance to another of our investment facilities or pay such value to you as a Contractholder Withdrawal.

2.12. [At least annually], we will send you financial statements.

Benefit Withdrawals

2.13. [If the Plan has a Competing Investment Option, Benefit Withdrawals to effect Member-directed transfers of their account balances between Investment Options may be made only if:

~~(a) the Plan does not allow Members to make transfers between Investment Options more frequently than once every three months; and~~

~~(b) direct transfers between the Investment Option that includes amounts held under this contract and a Competing Investment Option are not allowed.~~

(a) the transfers are not made from the Investment Option that includes amounts held under this contract to any Competing Investment Option, and

(b) the Plan requires that any transfers from the Investment Option that includes amounts held under this contract remain invested in non-Competing Investment Options for 90 days before any transfer is made to a Competing Investment Option, and

(c) the Plan prohibits transfers from the Investment Option that includes amounts held under this contract if any transfer to a Competing Investment Option has occurred in the past 90 days, and

(d) the Plan prohibits transfers from the Investment Option that includes amounts held under this contract if a member-initiated withdrawal from any Investment Option has occurred in the past 90 days.]

2.14. [If the Plan permits loans, amounts needed to meet Member loan requests are considered Benefit Withdrawals. The loan must meet the requirements of section 72(p)(2) of the Code and, if applicable, section 4975(d) of the Code and section 408(b)(1) of the Employee Retirement Income Security Act of 1974, as amended (ERISA).]

2.15. [This contract follows a LIFO withdrawal order. ~~If all Eligible Assets are being held under this contract, the Plan agrees to pay all amounts needed for Benefit Withdrawals from this contract.~~ Benefit Withdrawals from Eligible Assets are paid from the investment vehicles, including this contract, in the reverse order in which Plan fixed fund deposits were made to the investment vehicles. The term "Plan fixed fund deposits" includes amounts received by the Plan in the form of interest payments and proceeds resulting from the maturity or termination of other Plan investment vehicles that are reinvested by the Plan. If more than one investment vehicle is receiving or has received Plan fixed fund deposits during the same deposit period, the Plan agrees to make withdrawals from such investment vehicles according to their pro rata share of Benefit Withdrawals (pro rata share, for this purpose, equals the total amount

needed for Benefit Withdrawals times the percentage of fixed fund deposits being directed to each contract from which Benefit Withdrawals are to be paid).]

- 2.16. [We can require reasonable proof that Benefit Withdrawals are being made in accordance with the Plan and this contract.] In absence of reasonable proof, the Benefit Withdrawal request will be treated as a Contractholder Withdrawal.
- 2.17. Subject to the withdrawal deferral provision in the General Matters section of this contract, payments are normally made ~~within 30 Business Days after~~ on the next Business Day following our receipt of all necessary information or proofs.
- 2.18. Benefit Withdrawals are not subject to any market value adjustment. They are deducted from the balance of the Interest Accumulation Fund and the Separate Account Balance.
- 2.19. Benefit Withdrawals may not exceed the balance in the Interest Accumulation Fund.
- 2.20. Any withdrawal not eligible for treatment as a Benefit Withdrawal must be withdrawn as a Contractholder Withdrawal.
- 2.21. [You must promptly give us a description of any proposed amendment to the Plan. You must also give us a copy of all Plan amendments actually adopted. We will add these amendments to our copy of the Plan, but we can advise you that we will not alter our administration of this contract to comply with any Plan amendment which we determine may otherwise directly or indirectly have a material adverse effect on our obligations to you.]

~~2.22. If, at any time (including any notice period preceding a discontinuance of the contract), we calculate the Immediate Credited Rate to be 3% or less, then Benefit Withdrawals are not available to effect either loans to Members or Member directed transfers between Investment Options. We will notify you promptly that such action has occurred.~~

Subsequent items renumbered.

Contractholder Withdrawals

- 2.22. You may withdraw all or a part of your Separate Account Balance. [Your Separate Account Balance is determined as of the payment date if there is cash available in the Separate Account. If no cash is available this value is determined on the date we make any transactions necessary to raise cash to pay your withdrawal request.] In no event may you withdraw more than the value of your Separate Account Balance. The Term Schedule for a Separate Account may limit the timing of receipt of amounts from the account.
- 2.23. Subject to the withdrawal deferral provision in the General Matters section of this contract, Contractholder Withdrawal requests are normally honored promptly, taking into account the character of the investments in the Separate Account and reasonable business and settlement practices.
- 2.24. In connection with any Contractholder Withdrawal, the balance of the Interest Accumulation Fund is reduced by an amount equal to the payment made times the ratio of the balance of the Interest Accumulation Fund to the Separate Account Balance.
- 2.25. [Member-initiated withdrawal or transfer requests, directly or indirectly arising out of corporate actions such as bankruptcies, mergers, amalgamations, spinoffs, divestitures, other corporate combinations, changes in other retirement plan programs, corporate relocations, layoffs, changes in retirement incentive programs, the creation of a Competing Investment Option, partial or total Plan terminations, or the liberalization of Plan withdrawal or transfer rules, are all Contractholder Withdrawals. Such payments are not treated as Benefit Withdrawals, ~~but as a partial discontinuance of this contract.~~]

3. Discontinuance

2.26. You agree that Members will exercise their own independently determined judgments, without influence or direction by the Contractholder, employer or Plan sponsor, in regard to their actions under the Plan. Upon request by us, you will furnish us with copies of communications to Members concerning the Plan.

We reserve the right to treat any Member-initiated withdrawal or transfer request as a Contractholder Withdrawal, if it appears from the circumstances that Members' actions were influenced and not the result of their own independent judgment.

2.27. [With our consent, you may elect to treat a Contractholder Withdrawal as a Benefit Withdrawal if the total amount withdrawn under this section and the Benefit Withdrawals section over any continuous 12-month period is less than [20%] of the Interest Accumulation Fund balance at the start of that period.]

2.28. Subject to our underwriting requirements and approval, we may allow you to transfer all or a portion of your Separate Account Balance to another Separate Account. This transfer may affect the Credited Rate.

- 3.1. You may discontinue this contract by [giving us 30 days written notice.] A discontinuance may be total or may be for a group of Members (a "partial discontinuance"). The discontinuance is effective on the later of:
 - [(a) the date specified in your notice, or
 - (b) 30 days after we receive your notice.]
- 3.2. We may discontinue this contract, either totally or partially, by giving you [90 days] notice.
- 3.3. We may discontinue this contract, either totally or partially, after a reason for discontinuance occurs. We will give you [~~45~~30 days written notice.]
- 3.4. Reasons for our discontinuance are:
 - [(a) You fail to meet any of your obligations under this contract or under any related agreement.
 - (b) All amounts under this contract are withdrawn.
 - (c) The Plan is no longer a qualified plan under the Code.
 - (d) The Plan is terminated.
 - (e) You no longer have any obligations under the Plan.
 - (f) Any action is taken by you, the plan sponsor, or other plan official, which:
 - (i) creates a Competing Investment Option; or
 - (ii) significantly liberalizes, as determined by us, the Plan withdrawal or transfer rights of Members; or
 - (iii) materially affects our rights and obligations under this contract.
 - (g) You, without our written agreement, attempt to assign your interest in this contract.

(h) You reject an amendment to this contract proposed by us under the Amendments section.

(i) We elect to discontinue accepting deposits for all contracts of this class.

(j) [Employees of an Employer are no longer eligible to participate in the Plan. (Any such discontinuance affects only those ineligible employees.)]

(k) A change in applicable laws and regulations (including tax laws and regulations) which materially affects the taxation of this contract or Separate Account, or otherwise materially affects our obligations hereunder.

(l) if, at any time, we calculate the Immediate Credited Rate to be [3% or less and the ratio of the contract's Separate Account Balance divided by the Interest Accumulation Fund is less than [95%].]

~~3.5. The contract automatically discontinues if, at any time, we calculate the Immediate Credited Rate to be 3% or less. We give you at least 30 days notice of such a discontinuance.~~

Subsequent items renumbered.

3.5. We will pay all available funds to you as follows:

[~~(a) In the case of a total discontinuance, you will direct us to pay you:~~

~~(i) direct us to pay you your Separate Account Balance; or~~

~~(ii) direct us to pay you the balance of the Interest Accumulation Fund, subject to the terms described in the attached Book Value Settlement Exhibit.~~

(b) In the case of a partial discontinuance, you will:

(i) direct us under item (a) to pay the appropriate portion of this contract's value to Members or the funding agent of a successor plan; or

(ii) request us to issue a new contract to the plan sponsor or funding agent of a successor plan.]

(c) If you do not give us a direction under item (a) [within 30 days] following the date the discontinuance is effective, we may pay you your Separate Account Balance ~~the balance of the Interest Accumulation Fund, subject to the terms described in the attached Book Value Settlement Exhibit.~~ Payment under this item fully discharges all of our obligations under this contract with respect to both the Interest Accumulation Fund and the Separate Account Balance.

(d) Any contract issued upon a partial discontinuance of this contract is subject to any terms and conditions mutually agreed to and is conditioned upon satisfaction of our ~~reasonable~~ underwriting rules and the securing of any necessary regulatory approvals.

3.6. [Unless you elect to directly pay any due or accrued expense fee at discontinuance, we may deduct the appropriate amount from amounts paid or transferred out of the Separate Account.]

3.7. Payments or transfers upon discontinuance are subject to any limitations or restrictions that appear elsewhere in this contract.

3.8. [~~You may not make~~ We may refuse to accept deposits to this contract after a notice of discontinuance.]

3.9. Annuities purchased prior to discontinuance are not affected by discontinuance.

3.10. We will continue to provide any services necessary to fulfill our obligations or to transfer such responsibility to a successor. You agree to pay us for such services.

4. Amendments

- 4.1. This contract may be amended by mutual agreement.
- 4.2. We may amend any provision of this contract to comply with applicable laws or regulations without your consent.
- 4.3. [We may propose other amendments that are effective [30 days] after we give you written notice of the change. You may reject our proposed change by giving us written notice before it becomes effective.]
- 4.4. No amendment to this contract may:
 - (a) revoke your right to withdraw amounts held under this contract. All withdrawals follow the rules in effect when we receive your request.
 - (b) reduce the amount or change the terms of any Annuity you have purchased, unless required by applicable laws.
- 4.5. Unless otherwise provided in the Term Schedule, we may modify any Term Schedule by giving you [30 days notice]. We may also modify the exhibits. The exhibit states requirements for making such changes.

5. Annuities

Annuity Purchase Rules

- 5.1. You may direct us to purchase Annuities with amounts held under this contract at any time, and the Separate Account Balance and Interest Accumulation Fund will be adjusted as described in the Benefit Withdrawals section of this contract. A new contract will be issued upon purchase of any Annuity, which governs that Annuity. Any Annuities you purchase are subject to [our regular practices. You agree to provide us with whatever information or application we require.]
- 5.2. You may specify the requested Annuity effective date and any form of Annuity we regularly offer under contracts of this class. The Annuity form determines payments to be made upon death.
- 5.3. The Annuity effective date is usually the first day of the month coinciding with or next following the date you request.
- 5.4. The minimum amount of Annuity you may purchase is [~~\$75100~~] per month. We may change this amount by notifying you.
- 5.5. An Annuity may not be revoked, and the premium, form or joint annuitant may not be changed, after the Annuity effective date. If the Member or his joint annuitant dies before the Annuity effective date, the Annuity is not purchased. Any premium we receive is returned as you direct.
- 5.6. [Annuities are subject to any limitations in the Plan required by applicable laws or regulations.]

Annuity Purchase Rates

- 5.7. If you specify the gross premium, we determine the Annuity amount using the Annuity net premium rate then in effect.
- 5.8. The Annuity purchase rate is based on a net premium. [The net premium equals the gross premium, less any applicable premium tax or other charges we communicate to you.]

- 5.9. The initial minimum premium rate basis in effect for this contract is:

~~[Mortality: 1983 Group Annuity Mortality Table, projected to the current calendar year by Scale H, and projected thereafter, with a six year age set back for females, converted to a unisex basis using a 50%/50% male/female distribution~~

Annuity 2000 Table. For purposes of calculating the initial minimum premium rate, the annuitant's and second annuitant's adjusted age will be used. The annuitant's and second annuitant's adjusted age is his or her age as of the birthday closest to the Annuity effective date reduced as follows:

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

Interest: ~~2.5%~~[1.00%]

Expenses: ~~2% load plus a set up fee of \$350 upon purchase of an Annuity~~

- 5.10. If, when you purchase an Annuity, a more favorable premium rate basis is in effect for the Annuity you are purchasing, we use the more favorable basis.
- 5.11. We guarantee your initial minimum annuity premium rate basis through **[December 31, 20XX]**. Unless, prior to a guarantee expiration date, we notify you in writing of a new guarantee basis, the current guarantee basis is automatically extended for an additional three years.

General Annuity Provisions

- 5.12. If we are uncertain whether a payee of a life contingent Annuity is alive, we have no obligation to make any Annuity payment unless, [within seven years after the payment due date, we receive proof from you or the Plan administrator that the payee was living on that date. If we do not receive proof, our obligations pertaining to that payment and later payments are the same as if the payee had died immediately before that payment due date.]
- 5.13. Annuity payments are made to the Member. If we have reason to believe a payee is legally incapable of giving a valid receipt for any Annuity payment, we may make the payment to any payee permissible under the Plan. Such payment discharges our obligation for the Annuity payment.
- ~~5.14. [Certificates we issue include the terms and restrictions we believe are in compliance with applicable laws or regulations.]~~

6. Fees

- 6.1. Fees are payable as described in the Fee Exhibit or as otherwise agreed. ~~During the Book Value Settlement Phase, fees are payable as described in the Term Schedule for the Separate Account you use during that phase.~~
- 6.2. Any fee we bill you is payable within [31 days] of the billing date. If we do not receive prompt payment, we may deduct the unpaid fees plus reasonable interest from the contract or from payments due you.

7. General Matters

- 7.1. All agreements, notices or other communication required by this contract must be in writing. Notices to us are effective when we receive them at the address designated by us. [Notices to you are effective when sent. One of our duly authorized officers must sign all our agreements.]
- 7.2. [Any error in making payments or keeping any records pertaining to this contract may be corrected by us.]
- 7.3. Any provision of this contract which we may have waived on one occasion may continue to be enforced by us.
- 7.4. No interest in this contract may be assigned without our prior written consent.
- 7.5. [You may name, by notice to us, an agent to act for you in matters concerning this contract.] The agent will have all your rights, powers and duties in such matters.
- 7.6. You are responsible for determining the proper accounting for this contract by the Plan.
- 7.7. [You will provide us with satisfactory evidence that the Plan is a qualified plan under the Code. You will notify us promptly if the Plan fails to meet these requirements.]
- 7.8. You (and any person you name responsible for directing Plan investments) are solely responsible for determining whether this contract is a suitable Plan funding vehicle and in making that determination have taken into consideration the Plan investment objectives, including its liquidity and diversification needs.
- 7.9. We may take any reasonable action, as permitted by this contract, that we determine is appropriate to assure that any of our contractual obligations are adequately supported.

- 7.10. [We are not chargeable with knowledge of the terms of any trust agreement.]
- 7.11. We are not responsible for reconciling Member statements to the contract.
- 7.12. We acknowledge that[, if the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (ERISA),] we are acting as an investment manager and are a fiduciary, as defined in section 3(38) of ERISA, solely with respect to the management of Plan funds held in a Separate Account. In all other respects, in exercising our rights, we represent ourselves and not the Plan.
- 7.13. [We may defer honoring any withdrawal request or other payment obligation if, due to the closing or other disruption of financial markets or exchanges, we are unable to prudently execute or settle transactions on behalf of a Separate Account. Such deferral generally will be limited to the period of the market disruption. We may also defer honoring any withdrawal request for the period of time necessary to prudently liquidate assets to satisfy such request.] Withdrawals may be subject to any other limitations described in the Term Schedules.
- 7.14. We are not obligated to determine whether any payment is made in accordance with the terms of the Plan or any applicable law or regulation.
- 7.15. If you use more than one Separate Account under this contract, we will normally establish a distinct Interest Accumulation Fund with respect to each account used. Unless we agree otherwise, this contract's terms, including those pertaining to the Credited Rate, apply separately to each Separate Account and its associated Interest Accumulation Fund.
- 7.16. You (or your designee) are responsible for reporting any Contractholder Withdrawals and will provide us with satisfactory evidence that both Benefit Withdrawals and Contractholder Withdrawals are being made in accordance with this contract.

[Government Securities Fund]

SA-[390]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Government Securities Fund (GSF), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests primarily in the Government National Mortgage Association (GNMA) and Treasuries backed by the full faith and credit of the U.S. Government.

The strategy seeks to outperform comparable duration GNMA securities over the long term.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash
2. Government Debt Obligations.
3. Agency Residential Mortgage-Backed Securities.
4. Pooled, bundled or commingled vehicles comprised of permitted investments.
5. Derivatives, including futures, options, and swaps.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments.
2. Corporate Debt.
3. Non-Agency Residential Mortgage-Backed Securities.
4. Commercial Mortgage-Backed Securities.
5. Asset-Backed Securities.
6. Debt issued by foreign entities.
7. Securities and investment techniques used solely for financial leverage unless expressly permitted.
8. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles.
9. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AAA or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than AAA or equivalent. In the event of downgrades, no security rated less than AAA is permitted.]

Duration

[The effective duration will be managed within +/- 0.25 years of a constant duration of 3.5 years, subject to a maximum of 3.75 years.]

Derivatives, Futures, Options, and Swaps

[Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.]

Issuer Diversification

[Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.]

Constraints & Guideline Violations

[All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.]

Book Value Settlement

[During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.]

Expenses

[Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.]

Deposits and Withdrawals

[Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.]

Valuation

[The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.]

[Quality Fund I] SA-[391]

Stabilizer Contract:
[ST – XXXXX]

Description

[Quality Fund I (QFI), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments rated “A” or better at time of purchase.

The strategy seeks to outperform the total return of the Barclays Capital US Intermediate Government/Credit Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than A- or equivalent. In the event of downgrades, no security rated less than BBB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.25 year of the index, subject to a maximum of 5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

[Quality Fund II] SA-[392]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Quality Fund II (QFII), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments rated “A” or better at time of purchase.

The strategy seeks to outperform the total return of the Barclays Capital US Aggregate Bond Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

All securities at time of purchase will be no less than A- or equivalent. In the event of downgrades, no security rated less than BBB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.5 year of the index, subject to a maximum of 5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

[Intermediate Stable Value Fund] SA-[734]

Stabilizer Contract:
[ST – XXXXX]

Term Schedule

Description

[Intermediate Stable Value Fund (ISVF), an ING Life Insurance and Annuity Company (ILIAC) pooled Separate Account, invests in a range of publicly traded, high quality, fixed income instruments.

The strategy seeks to outperform the total return of the Barclays Capital US Intermediate Aggregate Bond Index over a 2- to 3-year horizon.]

Permitted Investments

[Permitted investments within the Separate Account include, but are not limited to, the following investment vehicles:

1. Cash and Commercial Paper
2. Government Debt Obligations,
3. Agency Residential Mortgage-Backed Securities,
4. Commercial Mortgage-Backed Securities,
5. Corporate Debt,
6. Asset-Backed Securities,
7. Pooled, bundled or commingled vehicles comprised of permitted investments,
8. Derivatives, including futures, options, and swaps,
9. Debt issued by foreign entities denominated in the U.S. dollar,
10. Rule 144A securities.]

Prohibited Investments

[Prohibited security types and investment techniques within the Separate Account include, but are not limited to, the following:

1. Equity investments,
2. Corporate High Yield Debt,
3. Non-Agency Residential Mortgage-Backed Securities,
4. Securities and investment techniques used solely for financial leverage unless expressly permitted,
5. Securities issued or guaranteed by the advisor or its affiliates except when present in structured, pooled, bundled, commingled, or securitized vehicles,
6. Non-U.S. dollar-denominated securities.]

Credit Quality

[The weighted average credit quality will be no less than AA- or the equivalent rating by S&P, Fitch, or Moody's.

No security rated less than BB- is permitted.]

Duration

[The effective duration will be managed within + / - 0.5 year of the index, subject to a maximum of 4.5 years.]

Derivatives, Futures, Options, and Swaps

Derivatives, futures, options, and swaps may only be used to hedge risks within the Separate Account or to replicate a security the Separate Account is permitted to otherwise invest.

Issuer Diversification

Securities of a single issuer may be limited based on the security's credit quality. However investments in U.S. Treasuries, TIPS and U.S. Agency Debentures are not subject to the preceding per-issuer limitations. With regards to structured, pooled, bundled, commingled, or securitized vehicles, the issuer limit diversification test will look through to the underlying or referenced assets individually.

Constraints & Guideline Violations

All restrictions apply at time of purchase. Violations of these constraints will be cured in a timely and orderly fashion with the portfolio manager exercising his best judgment with regards to liquidity and prevailing market conditions.

Book Value Settlement

During the contract's Book Value Settlement Phase, the Separate Account may adjust its duration and investment in certain asset classes to reflect anticipated payments and more conservative investments.

Expenses

Expenses charged to the Separate Account include, but are not limited to, brokerage commissions, transfer taxes and other direct charges arising from the purchase, sale or management of account investments and such other taxes or charges attributable to the assets or operation of the Separate Account, including audit fees.

Deposits and Withdrawals

Subject to the contract's terms, deposits to and withdrawals from the Separate Account may normally be made on any Business Day.

Valuation

The value of the Separate Account is the fair market value of all investments held in the Separate Account plus accounts receivable less accounts payable.

Market value for publicly traded securities is based on closing sales prices as reported on national securities exchanges, or closing bid prices as reported by investment dealers. Securities purchased but not yet paid for are carried as securities owned at the current market value with the total cost thereof, including commissions and taxes, being an account payable. Securities sold but not yet paid for are carried at their sale price less commissions and taxes.

Credited Rate Determination Exhibit

Contractholder:

[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:

[ST – XXXXX]

Under your contract we announce a new Credited Rate for each Credited Rate Period, which is credited to your contract's Interest Accumulation Fund. The formula we use is [based on the relationship:

$$MV(1+I)^{D \times DAF} = IAF(1 + G + F)^{D \times DAF}$$

The equivalent formula, expressed in terms of G is:

$$G = [(MV/IAF)^{1/(D \times DAF)} \times (1+I)] - 1 - F$$

Where:

[G = Your new Credited Rate.

MV = Your projected Separate Account Balance on the date the new Credited Rate is first effective, plus our projection of anticipated net deposits, withdrawals and expense charge deductions in the next Credited Rate Period.

IAF = The projected balance of the Interest Accumulation Fund on the date the new Credited Rate is first effective, plus our projection of anticipated net deposits, withdrawals and expense charge deductions in the next Credited Rate Period.

D = The effective target investment duration of the Separate Account your contract uses.

DAF = The duration adjustment factor, determined as follows:

- If the MV/IAF ratio is greater than or equal to 97.5%, then the factor is 1.00.
- If the MV/IAF ratio is greater than or equal to 95% but less than 97.5%, then the factor is 0.75.
- If the MV/IAF ratio is greater than or equal to 92.5% but less than 95.0%, then the factor is 0.50.
- If the MV/IAF ratio is less than 92.5%, then the factor is 0.25.

I = The bond equivalent yield, incorporating any option adjusted spread, of net effective yield available, on the date we determine the new Credited Rate, on assets similar to those in the Separate Account your contract uses.

F = The Investment Management & Risk Fee plus the Administration Fee.]

Any projections are based on current balances or values available on the date we determine the new Credited Rate, and reasonable assumptions as to cash flows, earnings and other occurrences between that date and the date the new Credited Rate is first effective, or during the next Credited Rate Period, as appropriate. ~~Our determination of net effective yield arising from mortgage backed and asset backed securities is calculated on an option adjusted yield basis which takes into account recognition of potential prepayment and other investment experience.~~

The new Credited Rate we announce for any Credited Rate Period will never be less than 0%.

We may change this Exhibit by [3090 days] notice to you. Any change will not apply if you give us a discontinuance notice before the change is effective.

This Exhibit may be amended by mutual agreement.

[20XX] Stabilizer Contract Fee Exhibit

Contractholder:
[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:
[ST – XXXXX]

Fee Description

The ~~asset fee is fees are~~ guaranteed for [20XX]. If ~~this~~ any fee changes, you will receive 30 days written notice. The fees are as follows:

Asset Investment Management & Risk Fee

~~[The asset fee is deducted or billed. It equals the sum of (a) and (b), prorated for periods other than 12 months:]~~

~~[(a) an annual flat charge determined as follows:~~

<u>Credited Rate Period</u>	<u>Flat Charge</u>
<u>annual</u>	<u>\$X,XXX]</u>

~~(b) the amount determined by applying the following table to the mean assets of the Interest Accumulation Fund associated with Separate Account Name.~~

~~The investment management and risk fee may be deducted or billed. It equals the amount determined by applying the following table to the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number], prorated for periods other than 12 months.~~

<u>Mean Assets</u>	<u>Percentage Charge</u>
<u>[First \$XX,XXX,XXX</u>	<u>[0%-1.00%]</u>
<u>Over \$XX,XXX,XXX]</u>	<u>[0%-1.00%]</u>

Extra Reporting Account Fee

~~If you require separate financial information for various groups, a fee of \$[X,XXX.XX] is charged for each such group in excess of [one]. This fee is prorated for periods other than 12 months.~~

Administration Fee

~~The administration fee may be deducted or billed. It equals [0%-3.00%] of the mean assets of the Interest Accumulation Fund associated with [Separate Account Name and/or Number], prorated for periods other than 12 months.~~

Miscellaneous Fees

Additional fees apply for any non-standard service we provide at your request. We will notify you of the applicable fees, if any.

Stabilizer Contract Book Value Settlement Exhibit

Contractholder:
[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:
[ST - XXXXX]

If, at contract discontinuance, you elect to receive the balance of the Interest Accumulation Fund, your contract will enter into its Book Value Settlement Phase. Over the Book Value Settlement Phase, we will pay you the balance of the Interest Accumulation Fund. The Book Value Settlement Phase will operate on the following terms.

Within 30 days of the date your contract's discontinuance is effective, we will establish an initial payment date for the payment to you of the balance of the Interest Accumulation Fund (the "Book Value Settlement Maturity Date"). This initial date will be established by adding a period of time equal to the target duration of the Separate Account to the date your contract's discontinuance is effective ~~installment payment schedule for your contract. The initial installment payment schedule will establish three target dates for the payment to you of the balance of the Interest Accumulation Fund in installments. The target dates will be established in relation to the target duration of the Separate Account. The first target date will be six months prior to a date (the "Central Maturity Date") that is established by adding a period of time equal to the target duration of the Separate Account to the date your contract's discontinuance is effective. The second target date will be the Central Maturity Date. The third and final target date will be six months after the Central Maturity Date.~~

If you desire an alternative initial payment date or alternative payment amounts we may propose differing dates and amounts to you. The use of an alternative payment date or amounts may be conditioned upon the securing of any necessary regulatory approvals. Unless the parties agree to an alternative, the initial payment date and payment amount will be determined as described above.

The amount that is scheduled to be paid on each target payment date is as follows:

<u>6 months prior to Central Maturity Date</u>	<u>1/3 Remaining Interest Accumulation Fund</u>
<u>Central Maturity Date</u>	<u>1/2 Remaining Interest Accumulation Fund</u>
<u>6 Months following Central Maturity Date</u>	<u>Remaining Interest Accumulation Fund</u>

If you desire an alternative initial installment payment schedule or alternative payment amounts we may propose differing schedules and amounts to you. The use of an alternative payment schedule or amounts may be conditioned upon the securing of any necessary regulatory approvals. Unless the parties agree to an alternative, the initial installment payment schedule and payment amounts will be determined as described above.

Upon commencement of the Book Value Settlement Phase, we will adjust the target duration of the assets in the Separate Account to equal the average of the times remaining to each of the outstanding installment payments, and we will strive to maintain the duration of the Separate Account's investments to plus or minus 10% of this target duration. During the final six months of the Separate Account's operation, the Separate Account's target duration will be adjusted to reflect anticipated withdrawals.

In connection with any installment payment that is made, we will reduce your Separate Account Balance and the balance of the Interest Accumulation Fund by an amount equal to the payment that is made.

During your contract's Book Value Settlement Phase:

(a) We will accept only those deposits that you are committed to make under the current Deposit Agreement and that we are obligated to accept under the Deposits section of the contract. We may accept additional deposits, subject to our consent. No additional deposits will be accepted. We will not enter into any renewal Deposit Agreement.

(b) We will continue to renew your Credited Rate as provided under the Operation of the Fund section of the contract and the Credited Rate Determination Exhibit. In establishing the variables for purposes of the Credited Rate Determination Exhibit, we may take into account our projection of anticipated

withdrawals, scheduled ~~installment~~ payments, and expense charge deductions over the time remaining until the ~~final target installment payment date~~ Book Value Settlement Maturity Date. The lowest Credited Rate we will announce for any Credited Rate Period while your contract is in its Book Value Settlement Phase is 0%. Once we announce a Credited Rate of 0%, all subsequent Credited Rates will be 0%, unless otherwise mutually agreed to.

(c) ~~Your Credited Rate Period will be quarterly until three months prior to the final installment payment. Credited Rate Periods may, at our discretion, be monthly periods during the three month period prior to the final installment payment.~~ Beginning six months prior to the Book Value Settlement Maturity Date, Credited Rate Periods may, at our discretion, be quarterly or monthly periods. If we choose to provide quarterly or monthly Credited Rate Periods, we will notify you of the rate to be credited for that period concurrently with the start of that period.

(d) Withdrawals may continue to be made in accordance with the Benefit Withdrawals and Contractholder Withdrawals section of your contract.

On the Book Value Settlement Maturity Date-final installment payment date, we will increase the payment to you by the amount, if any, of the excess of the Separate Account Balance as of that date over the Interest Accumulation Fund balance as of that date.

If, 6 months prior to the Book Value Settlement Maturity Date, we project the Separate Account Balance will be less than the balance of the Interest Accumulation Fund as of the Book Value Settlement Maturity Date, we will extend the Book Value Settlement Maturity Date by 6 months. We may continue to extend the then-scheduled Book Value Settlement Maturity Date under these same procedures. However, in no event may we extend the Book Value Settlement Maturity Date more than ten years from the date your contract's discontinuance is effective.

If we calculate the Credited Rate to be 3% or less, and the ratio of the contract's Separate Account Balance divided by the Interest Accumulation Fund is less than [XX%], for any Credited Rate Period during the Book Value Settlement Phase, we will establish a new target installment payment schedule by extending the Central Maturity Date as far as necessary to support a Credited Rate of 3%. However, in no event may we extend the Central Maturity Date more than ten years from the date your contract's discontinuance is effective.

Upon any such extension of the Central Maturity Date, we will similarly extend the target investment duration of the assets in the Separate Account.

If the Central Maturity Date is extended after any installment payment(s) has been made, the new schedule will exclude the payment(s) that have already been made.

[At any time after your contract has entered its Book Value Settlement Phase, but before the Book Value Settlement Maturity Date ~~final installment~~ payment has been made, you may elect an early termination of your contract by directing us to pay you your Separate Account Balance.]

Following such an election by you, our payment of your Separate Account Balance will terminate your contract and fully discharge our obligations to you.

We may change this exhibit upon [90 days] advance notice to you. Any change will not apply if you give or have given us a discontinuance notice before the change is effective.

Interest Rate

[20XX] Stabilizer Contract Interest Exhibit

Contractholder:
[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ RETIREMENT PLAN]

Contract Document Number:
[ST - XXXXX]

[The net effective annual interest rate credited to your Interest Accumulation Fund from [Interest Rate Start Date, 20XX] through [Interest Rate End Date, 20XX] is [X.XX%].

We may change this rate at the beginning of each Credited Rate Period upon [30 days advance written notice] to you.

Contract Amendment [X]

Contractholder:

**[ABC TRUST COMPANY, TRUSTEE OF THE
XYZ CORPORATION RETIREMENT PLAN]**

Contract Document Number:

ST -[XXXXXX]

[Effective **Any Date, 200X**, this contract is amended and restated in accordance with the Amendments section of the contract which permits ING Life Insurance and Annuity Company to amend certain provisions of the contract without your consent. The amended and restated contract supersedes and replaces any previous version of the contract.]

THE VALUE OF THE SEPARATE ACCOUNT(S) DESCRIBED IN THIS CONTRACT, AS AMENDED, IS SUBJECT TO CHANGE AND WILL VARY BOTH UP AND DOWN IN ACCORDANCE WITH THE INVESTMENT RESULTS OF THE ACCOUNT(S) AND IS NOT GUARANTEED AS TO FIXED DOLLAR AMOUNTS.

ING Life Insurance and Annuity Company has signed this restatement at its Home Office, [151 Farmington Ave., Hartford, CT 06156, on **Any Date, 200X.**]



[
Thomas J, McInernery, President



Paula Cludray-Engelke, Secretary]