

LOAN REQUEST AND AGREEMENT

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

ING Life Insurance and Annuity Company
A member of the ING family of companies
P.O. Box 990063 Hartford, CT 06199-0063
Phone: 800-525-4225 Fax: 800-643-8143



Your future. Made easier.SM

ING Life Insurance and Annuity Company will be defined as "the Company," "we," "us," or "our" in this document.

GOOD ORDER

Good Order is receipt at our designated location of this form and any other required information (e.g., *spousal consent form*) that has been accurately and entirely completed, and includes all necessary signatures. Forms and any other requested information not received in Good Order, as determined by us, may be returned to you for correction and processed upon re-submission in Good Order at our designated location.

TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

- **Systematic Withdrawal Option** - Payment under a Systematic Withdrawal Option (SWO) is not allowed with an outstanding loan. If you have a SWO, payments under this option will stop when your loan is processed.
- **Election of an Annuity Option** - If you elect an annuity option and have an outstanding loan balance, you may repay this balance or your individual account will be adjusted as described in the Withdrawal of Your Account section.
- **Death** - If a death claim is submitted for an individual account with an outstanding loan balance, the individual account including the amount of the Loan Account will be reduced by the amount of the outstanding loan balance before the death benefit amount is determined.
- **Divorce** - In the event of a divorce, the outstanding loan remains an obligation of the Participant unless it is assumed by the Alternate Payee through completion of the appropriate form. Loan payments will be allocated to the person responsible for repayment and, in the event of default, the defaulted amount will be tax reported to such person.
- **Leave of Absence** - If you take a routine or military leave from your Employer, you may be eligible to have your loan payments suspended for a specified period. For routine and military leave, employer certification is required and no new loans can be taken during the leave. For routine leave, the term of the loan will not be extended. Certain additional restrictions apply and specific documentation is required. Please contact a customer service representative at the number provided for further details.

KEEP A COPY FOR YOUR RECORDS

LOAN AMOUNT

Minimum Loan Amount

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

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

Maximum Loan Amount

The loan amount may not exceed the lesser of:

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

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

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

One loan request is permitted during any 12 month period.

LOAN REPAYMENT PERIOD

- Principal and interest must be amortized and repaid quarterly.
- For general purpose (*non-residential*) loans, the repayment period is from one (1) to five (5) years, as you select, and as permitted by your plan.
- For residential loans (*used to purchase your principal residence*), the repayment period is from one (1) to twenty (20) years, as you select, and as permitted by your plan.
- Once a loan repayment period has been selected, that repayment period cannot be changed.
- Effective Jan. 1, 2004, refinancing of loans is not permitted.

LOAN INTEREST

Interest Charged

The loan will be processed using the rate in effect when the Loan Request & Agreement Form, and where applicable the Participant Election/Spousal Consent, are received in Good Order.

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

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

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

Interest Earned

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

LOAN PAYMENTS

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

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

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

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

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

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

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

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

ING Life Insurance and Annuity Company
PO Box 30803
Hartford, CT 06150-0803

Please write the following on your check:

The 15 digit account number

The words LOAN PAYMENT

LOAN DEFAULT

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

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

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

We will accept partial payments on a defaulted loan.

ING Fixed Plus Account – 5% Default Charge

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

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

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WITHDRAWAL OF YOUR ACCOUNT

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

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

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

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

If you request a full withdrawal and you have an outstanding loan, and the amount available for distribution is not enough to cover the entire outstanding loan balance, any deferred sales charge due on the outstanding loan balance and the 5% default charge on the Fixed Plus Account, if applicable:

then the withdrawal amount cannot exceed the vested individual account value, including the Loan Account, reduced by 125% (110% for Contracts issued in New York) of the outstanding loan balance.

SPOUSAL CONSENT

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

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PLAN INFORMATION

Plan Name _____ Billing Group/Plan Number _____
ID Number _____

PARTICIPANT INFORMATION

Participant Name (last, first, middle initial) _____ SSN

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Participant Resident Address _____ P.O. Box (optional) _____
City/Town _____ State _____ ZIP _____
Daytime Phone _____ Email Address _____

LOAN AMOUNT

If, due to market fluctuation or other disbursement activity, you do not have the amount requested available on the day the Loan Request is received by ING in Good Order, the loan will be issued for the maximum amount available.

Total Loan Amount Requested \$ _____

Employee \$ _____	Employer \$ _____	Rollover \$ _____	Voluntary \$ _____	Other _____ \$ _____
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Please provide information about loans that have been issued under contracts not issued by a member of the ING family of companies. Both "A" and "b" of this section must be answered.

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

Yes No

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

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

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

Yes No

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

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

EMPLOYER CONTRIBUTIONS

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

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

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

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

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

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

ELECTRONIC FUND TRANSFER (Choosing this option will result in more timely access to your funds.)

By completing this section, I authorize ING to initiate an electronic funds transfer (EFT). Take advantage of a convenient method to have your distribution electronically deposited into your bank account. The electronic deposit is immediately available for use once the transfer is completed. The electronic transfer is free and is typically completed within 3-4 business days. You will avoid trips to your bank and eliminate the 10 business days it may take for a check to reach you and have the deposit cleared through your account.

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

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

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

Please indicate whether this is a Checking or Savings Account

Account Holder(s) as it is registered at your bank _____

Bank Name _____ Bank Phone _____

Bank Address (# and street) _____

City/Town _____ State _____ ZIP _____

Bank Account # _____

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

PARTICIPANT'S AUTHORIZED SIGNATURE AND CERTIFICATION AND TAX WITHHOLDING

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

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

I, the Participant, certify that the information provided on the Spousal Consent (if applicable) is accurate. I further certify that if I have indicated that I am legally separated or abandoned on the attached Spousal Consent, I have the necessary court order. I understand that if I receive a payment as a complete or partial withdrawal of my account (other than a joint and survivor annuity), the value of benefits payable to my Spouse either under a QPSA or a QJSA will be reduced or eliminated. I understand that once payment representing complete or partial withdrawal of my account has been made, my election to waive QPSA and QJSA is irrevocable with respect to the value of amounts paid pursuant to my loan request.

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

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

X Participant Signature _____ Date _____

KEEP A COPY FOR YOUR RECORDS

EMPLOYER, PLAN SPONSOR OR NAMED FIDUCIARY AUTHORIZED SIGNATURE AND CERTIFICATION

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

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

- I have read and agree to the terms of the requested loan;
- I have verified the Participant's eligibility for such loan and have not relied solely on information provided by the Participant in this form in order to make this determination;
- The requested benefits are permitted in accordance with the terms of the Plan document;
- The information provided in this document is complete and accurate to the best of my knowledge. If any information provided by the Participant to the Company is in conflict with the information provided by me to the Company, I acknowledge that the Company will rely conclusively on the information provided by me; and
- I have modified my Plan document in reference to the Pension Protection Act of 2006 ("PPA") as needed.

Authorized Signer Name *(please print)* _____

Authorized Signature _____ Date _____

THIRD PARTY ADMINISTRATOR AUTHORIZED SIGNATURE AND CERTIFICATION

This section must be completed if required by the Employer.

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

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

Name of TPA Firm _____

Authorized Signer Name *(please print)* _____

Authorized Signature _____ Date _____

SPOUSAL CONSENT

ING Life Insurance and Annuity Company
A member of the ING family of companies
P.O. Box 990063 Hartford, CT 06199-0063
Phone: 800-525-4225 Fax: 800-643-8143



PARTICIPANT ELECTION

I have requested a withdrawal of my account under the Group Annuity Contract as specified in this request and unless one of the following conditions apply, waive completely or consent to the reduction of benefits otherwise payable in the request of a QPSA and QJSA.

- I am unmarried.
- My Spouse cannot be located.
- I am married and Spouse must consent by completing the Spousal Consent.
- I am legally separated or abandoned within the meaning of local law. Spousal Consent is not required unless a pending QDRO provides otherwise.

SPOUSAL CONSENT Requires Notarization or Plan Representative Authorization.

I have read the attached written explanation of survivor annuity payment options and I hereby consent to the withdrawal of amounts to my Spouse under the Plan and, in so doing, consent to my Spouse's election to waive the QPSA or QJSA. I understand that if my Spouse receives a withdrawal of his/her account balance under the Plan, the value of benefits payable to me under a QPSA or a QJSA will be reduced.

Spouse's Name _____ SSN

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Signature of Spouse _____ Date _____

NOTARY PUBLIC OR EMPLOYER/PLAN SPONSOR CERTIFICATION

State of _____ County of _____ on this _____ day of _____, the year _____, before me, _____ the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to within the instrument and acknowledged that he/she executed the same for the purposes therein contained.

In Witness Whereof, I hereunto set my hand

Notary Public

or

Employer or Plan Sponsor Representative

UNDERSTANDING SURVIVOR ANNUITY PAYMENT OPTIONS

Under the Internal Revenue Code, some plans are required to make payments under one of the survivor annuity options described here, unless you waive this right and your Spouse consents to your waiver. Even if your plan is not subject to this provision of the law, your Employer may have voluntarily chosen to administer their plan as if it were.

The following information is provided to better help you understand the survivor annuity payment options available to you and your Spouse. This only summarizes certain rules that might apply to the payment option you select. Since the Internal Revenue Code is complex and contains many conditions and exceptions not included here, you may wish to consult a professional tax advisor or financial advisor before selecting a payment option.

QUALIFIED JOINT AND SURVIVOR ANNUITY (QJSA)

The Retirement Equity Act of 1984 (REA) requires that qualified retirement plans distribute benefits to married plan participants in the form of a Qualified Joint and Survivor Annuity (QJSA), unless the participant elects to waive this form of benefit and the participant's Spouse consents in writing to that election. QJSA provides an annuity for the lives of you and your Spouse. At your death, at least 50% of the payment will continue to your Spouse under this option. Your election to waive QJSA will have different effects depending upon the alternative form of payment you elect. One effect may be that no benefit will be payable to your Spouse should your Spouse survive you.

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

QUALIFIED PRE-RETIREMENT SURVIVOR ANNUITY (QPSA)

If you are married and your death occurs before you retire, the law requires that any amount remaining in your account be paid to your surviving Spouse in the form of a "Qualified Pre-Retirement Survivor Annuity." A QPSA will provide your Spouse with a series of periodic payments over his or her life. The size of the periodic payments will depend on the amount remaining in your account and the plan provisions. You may elect to waive the requirement that your surviving Spouse be paid in the form of a QPSA, and if applicable, the requirement that your Spouse be your beneficiary. You may make either or both of these elections beginning with the first day after which you become a participant in the plan.

Any waiver election you sign before age 35 will become invalid the first day of the plan year in which you attain age 35. At that time you may again waive QPSA and the requirement that your Spouse be your beneficiary. Your Spouse must consent in writing to either waiver. You have the right to revoke any waiver that you have made at any time.

Your Spouse may need to consent to any subsequent change of beneficiary. Please ask your Plan Administrator or Employer for more information regarding changing beneficiaries.

If your vested account balance is \$5,000 or less at the time of your death, the Plan Administrator may make a distribution to your surviving Spouse in a single payment even if you had not waived QPSA prior to your death.

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