
PREAUTHORIZED MONTHLY PAYMENT AGREEMENT *(Direct Bill only)*

(This section only applies if your plan sponsor has selected "Direct Bill" in the Loan Information section. Otherwise, please leave this section blank.)

I hereby authorize the Company to initiate withdrawals from the account indicated below to pay my loan account. I agree that the full minimum payment due will be withdrawn from the account below on the payment due date or the next business day following the payment due date should the payment due date fall on a non-business day.

I agree that the Company's rights in respect to each withdrawal shall be the same as if it were a check drawn on my account and personally signed by me and that the Company shall be fully protected in honoring such a withdrawal.

I further agree that I may be assessed a \$25 fee for any payment that is not honored as described in the terms and conditions for my loan account.

I understand that any payment that is not honored may put my loan at risk for default according to regulations set forth by the Internal Revenue Service (IRS). I understand that I may prepay any portion of my loan account above the minimum payment amount due with a check made payable to the address on the front of my monthly billing statement or through the Internet.

Bank Name _____

Bank Account Type: *(Check one.)* Checking Savings

Bank Routing/ABA Number *(Must be nine digits. Please verify the correct ABA routing number with your bank.)*

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Bank Account Number *(Do not include any dashes, slashes or spaces.)*

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PARTICIPANT/BORROWER ACKNOWLEDGEMENT AND SIGNATURE

Borrower must sign and date this section. If either is missing, this loan request will not be processed.

I declare that, to the best of my belief, the information on this form is true, correct and complete. It is understood that by furnishing this form, the Company does not constitute an admission that there is any benefit due to me. I have received, understand and agree to the terms of the Loan Agreement and Truth-In-Lending Disclosure.

By signing below I request the loan described in this Loan Request and Agreement.

Participant/Borrower Signature _____ Date _____

LOAN WITHDRAWAL INFORMATION

The total loan amount requested above should be withdrawn as follows:

Deferral	Match	Rollover	Other _____	Other _____
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

The total TPA Installment Fee is \$ _____ and should be withdrawn as follows:

Deferral	Match	Rollover	Other _____	Other _____
\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Loan Interest Rate = _____ % Loan Repayment Frequency = _____ Number of Loan Payments = _____

For payroll deduct loans only, the first loan repayment date is _____ .

THIRD PARTY ADMINISTRATOR CERTIFICATION

I am employed as a Third Party Administrator of the plan identified in this request and have validated the account information and calculations referenced in this package. I also certify that this loan request is in compliance with the plan sponsor's plan document and that the plan document or any written supplemental loan policy and procedures properly reflect the Company loan program, including applicable loan grace periods. I acknowledge that I am solely responsible for providing the Truth-in-Lending Disclosure including the content and timely delivery to the participant/borrower. Finally, I acknowledge that I am to use the TPA Web site to remit Payroll Deduct loan requests to the Company. Direct Bill loan requests may be faxed or mailed to the Company for processing.

TPA Signature _____ Date _____

EMPLOYER OR PLAN SPONSOR AUTHORIZATION

An authorized employer or plan sponsor representative must sign and date this section. If either is missing, this loan request will not be processed.

This loan has been approved and, if required, the spousal consent for the loan has been secured in a separate document including any additional certifications. I have read and agree to the terms and conditions of the requested loan and certify that all of the information stated above is true and complete. I further understand that the Company may rely conclusively on these certifications in processing the requested loan above and that, in the case of any conflicting information, the Company is entitled to rely exclusively on the information contained in this loan request.

Name of Authorized Employer or Plan Sponsor Representative Releasing Funds from the Plan _____

Signature of Authorized Employer or Plan Sponsor Representative Releasing Funds from the Plan _____ Date _____

Title (Please print.) _____

Payroll Location Division Name _____

For Payroll Deduct, the third party administrator must submit the loan request electronically to the Company via the secured TPA Web site. (i.e., no paper forms).

For Direct Bill, please mail or fax the completed loan request (pages 1-7) to:

ING Life Insurance and Annuity Company
Loan Operation team
P.O. Box 990063
Hartford CT, 06199-0063
Fax: 800-643-8143

ING LOAN PROGRAM

Loan Agreement, Loan Request and Truth-in-Lending Disclosure

ING Life Insurance and Annuity Company
A member of the ING family of companies
P.O. Box 990063
Hartford CT, 06199-0063
Phone: 800-262-3862 Fax: 800-643-8143



TERMS AND CONDITIONS

This agreement supplements your Loan Request and Truth-In-Lending Disclosure, as well as the loan provisions of your retirement plan. Please refer to those documents for further information. In this Agreement the word "borrower," "you," or "your" means the Plan Participant identified on the Loan Request. The word "lender" means the Trustee identified on the Loan Request.

In making this Loan Request and for the value received, the Borrower understands and agrees to the following conditions.

MAXIMUM AMOUNT OF THIS AND ALL OTHER LOANS

The outstanding balance of all loans you take from all plans with your employer may not, as of the time a loan is made, exceed the lesser of 1) \$50,000 reduced by the excess of the highest outstanding balance of plan loans during the one-year period ending on the day before the date when the loan is made, over the outstanding balance of plan loans on the date when the loan is made, or 2) one-half of your vested retirement plan account balance. The amount available for loan will be determined by your plan's administrative services provider according to the plan provisions governing loans. You may also apply for a lower amount that is no less than \$1,000.

LOAN INTEREST RATE

The Borrower understands that the loan will bear interest at a rate which is determined by the Plan Administrator and will be a rate which a commercial lender would use in the making of a loan under similar circumstances. For the length of the loan, the amount of the accrued interest shall be due. The loan interest rate that will be used for the term of this loan is disclosed on the Truth-in-Lending Disclosure document.

SECURITY FOR THE LOAN

The loan is secured by a portion of your retirement plan account. Under Department of Labor regulations, no more than 50% of your vested retirement account at the time the loan is made can be considered as security for the total outstanding balance of all your plan loans. Also, should you default the loan, the outstanding principal and all unpaid interest on the loan shall be treated as a taxable withdrawal from your plan (*deemed distribution*).

PERIODIC LOAN REPAYMENTS

For Payroll Deduct, periodic loan repayments will be automatically deducted by the sponsor from the participant's paycheck in accordance with the frequency (*weekly, bi-weekly, semi-monthly, or monthly*) specified by the plan. It will be the Plan Sponsor's responsibility to timely remit these amounts to the Company for application to the loan.

For Direct Bill, minimum periodic loan repayments are required monthly. Participants will receive a monthly loan/billing statement which will be mailed to their address on the Company's system. Participants are responsible for remitting their own loan repayments via ACH Debit (*automatic payment from their personal checking or savings account*), Internet or check.

LOAN FEES

A \$50 installation fee will be assessed by the Company upon issuance of a loan. In addition, a \$50 annual administration fee will be assessed by the Company on each annual anniversary of the issuance of the loan. These company fees will be deducted from the participant's retirement account for loans under the Payroll Deduct method. For loans under the Direct Bill method, fees will be billed directly to participants via the monthly loan/billing statements. Other charges may also be assessed, subject to applicable law.

Under Direct Bill for loan repayments, a \$25 insufficient fund charge will apply if any check or electronic payment is not honored upon initial presentment. The installation fee and the annual administration fee are waived on takeover loans which are defined as loans established under another loan program. Please refer to your TPA's service agreement for information regarding their services and fees relating to participant loans. All charges are disclosed in the ING Loan Agreement, Loan Request, and the Truth-in-Lending Disclosure.

ORDER OF REPAYMENTS

For Payroll Deduct, loan repayments will be applied in the following order: fees, interest, and principal. As payments are made, the interest and principal will be credited to the retirement account in accordance with the then current contribution allocation instructions on the business day (*any day on which the New York Stock Exchange (NYSE) is open for business*) that the payment is received by the Company.

For Direct Bill, minimum periodic payments (*as shown on the monthly loan/billing statement*) must be paid by the payment due date. The participant may pay more than the required monthly minimum payment amount at any time. Payments made will be applied in the following order: fees, interest, and principal. As payments are made, the interest and principal will be credited to the retirement account in accordance with the then current contribution allocation instructions on the business day (*any day on which the NYSE is open for business*) that immediately follows the date the payment is credited to the loan.

LOAN DEFAULT

For Payroll Deduct, loans will be considered to be in default if the full periodic payment due is not received by the end of the next calendar quarter following the calendar quarter a payment is due (*"cure period due date"*). In accordance with Internal Revenue Service (IRS) regulations, the entire outstanding balance (*including accrued interest to date*) will be reported as a taxable distribution (*a "deemed distribution"*) to the participant on IRS Form 1099-R.

For Direct Bill, loans will be considered to be in default if the full minimum periodic payment due is not received by the payment due date following the second billing cycle after a payment is missed (*"cure period due date"*). For example, if a loan's billing cycle is the 12th of each month, the loan payment due on February 12 will be in default, if missed and not satisfied by May 12. In accordance with IRS regulations, the entire outstanding balance (*including accrued interest to date*) will be reported as a taxable distribution (*a "deemed distribution"*) to the participant on IRS Form 1099-R.

IN-SERVICE WITHDRAWALS

In-service withdrawals do not impact the status of the loan, provided a balance remains in the retirement plan account.

LOAN POLICY AT TERMINATION

If allowed by the plan and the Loan Agreement, your loan will remain active at termination so long as you have a vested retirement account balance of \$5,000 or more, your entire retirement plan account remains at the Company, your loan remains in good standing, all loan repayments continue to be made, and no withdrawals are requested from your retirement plan account. If you are on the Payroll Deduct Method for loan repayments, this requires a conversion to the Direct Bill Method at termination.

If either plan the Plan or the ING Loan Agreement does not permit continuation of the loan upon termination, your loan will become due upon severance from employment. If you terminate employment and initiate a withdrawal from your retirement plan account, the Company will initiate loan default processing upon receipt of the withdrawal request. In accordance with your sponsor's direction, withdrawals and loan defaults will be processed on the same business day of receipt of the withdrawal request in good order. Should a benefit withdrawal be initiated from your ING retirement plan account, the amount otherwise distributable to you or your named beneficiary(ies) will be reduced by the outstanding loan together with any accrued interest due on the loan.

LEAVE OF ABSENCE

Upon written notice from your employer that you are on a qualifying leave of absence, loan repayments may be suspended for the maximum period permitted under Loan Program rules.

On a bona fide leave, you may suspend payments for up to one year if the pay received by you during this period is less than the amount of the installment payments required under the terms of the loan. However, the loan must still be repaid by the end of the loan term (*i.e., the period of suspension will be less than one year if the loan was within one year of the final payment due date when the leave began*).

On a leave of absence due to performance in the uniformed services (*as described under Internal Revenue Code Section 414(u)*), you may elect to suspend loan repayments for the period of uniformed service. In this situation, upon your return from uniformed service, the loan repayment period will be extended by a period equal to the length of the uniformed service.

NAME OR ADDRESS CHANGES

You agree to notify us in writing within twenty days if you change your name, your home or mailing address, or home or business telephone number. For Direct Bill, changes may be written in the space provided on the remittance coupon of your monthly statement.

CHANGE IN TERMS OF YOUR LOAN

Subject to applicable law, the Company may change the terms of the Loan Program Agreement at any time. The Company will provide you such notice in writing as is required by law, by mailing a notice to you at the latest address shown in our records.

TRUTH-IN-LENDING DISCLOSURE

ING Life Insurance and Annuity Company
 A member of the ING family of companies
 P.O. Box 990063
 Hartford CT, 06199-0063
 Phone: 800-262-3862 Fax: 800-643-8143



As required by law, the rates, fees and other costs of the loan are disclosed here.

The information provided is as of _____.

When the terms "you" or "yours" are used, it means the person signing the Loan Request as Borrower.

Annual Percentage Rate The cost of your credit as a yearly rate _____ %	Finance Charge The total dollar amount the credit will cost you \$ _____	Amount Financed The amount of credit provided to you or on your behalf \$ _____	Total of Payments The amount you will have paid after you have made all scheduled payments \$ _____
Number of Payments _____	Amount of Payments¹ \$ _____	When Payments Are Due _____	Loan Fees ING Installation \$ _____ ING Admin \$ _____ (annual) TPA Installation \$ _____

The loan interest rate for the term of the loan is _____ %. The loan interest rate will not increase or decrease during the term of the loan. If you prepay all or a portion of this loan, if permitted by the plan, you will not have to pay a penalty and you will not be entitled to any refund of finance charges already paid.

A portion of your account balance in the plan is being used as security for your loan. If you fail to make a scheduled payment by the end of the grace period, or fail to repay the entire principal amount plus interest before the loan's maturity date or you fail to comply with the terms of the Promissory Note and Security Agreement, your loan will be in default. If you default the loan, the then outstanding principal and all unpaid interest on the loan will be recharacterized as a deemed distribution to you from the plan. Such deemed distribution may have adverse tax consequences to you under the provisions of the Internal Revenue Code.

If this is a residential loan, it is for use only in transactions to finance the acquisition of construction of the borrower's principal dwelling. The loan may not be assumed by the purchaser of your home.

Please see Promissory Note and Security Agreement for additional information about the administration of the loan.

TOTAL OF PAYMENTS

Itemization of Total of Payments \$ _____ (a + b + c - d)

- (a) \$ _____ Amount given to you directly
- (b) _____ Amount paid on your account
- (c) _____ Amount paid to others
 - _____ Amounts paid to insurance companies
 - _____ Amounts paid to Third Party Administrators
- (d) _____ Prepaid finance charge

¹The last payment may be less than/greater than the regular amount as a result of the timing of the repayments made during the term of your loan.

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