CUSTOM CHOICE
RETIREMENT CHOICE
RETIREMENT CHOICE II

Supplement dated September 1, 2014

Earlier this year ING U.S., Inc. announced plans to rebrand as Voya Financial, Inc. following its initial public offering, which occurred in May, 2013. The actual rebranding of the various businesses that constitute ING U.S., Inc. is occurring in stages.

In connection with the rebranding effort, effective on April 7, 2014, ING U.S., Inc. was renamed Voya Financial, Inc. Effective May 1, 2014, ING Investments, LLC was renamed Voya Investments, LLC.

In addition, effective September 1, 2014, the following changes are occurring:

- ING Life Insurance and Annuity Company is renamed Voya Retirement Insurance and Annuity Company;
- ING Financial Advisers, LLC is renamed Voya Financial Partners, LLC;
- ING Financial Partners, Inc. is renamed Voya Financial Advisors, Inc.;
- ING National Trust is renamed Voya Institutional Trust Company; and
- All references to ING Customer Service Center, ING service center, ING Life Insurance and Annuity Company Contact Center, and ING customer contact center are changed to Customer Service.

In general, all other references to the name ING are replaced with the name Voya with the exception of ING Groep N.V., which will remain unchanged.

All references in the above named product information booklets are changed accordingly.

GOVERNMENT CLASSIC AND BLEND

Supplement to Information Booklet

This supplemental information exhibit provides you with important information regarding fund revenue sharing and expenses, sales compensation, the availability of other products from ING Life Insurance and Annuity Company (the "Company," "we," "us" and "our") and other important information.

THE COMPANY

We are an indirect, wholly owned subsidiary of Voya Financial, Inc. ("Voya™"), which until April 7, 2014, was known as ING U.S., Inc. In May, 2013, the common stock of Voya began trading on the New York Stock Exchange under the symbol "VOYA" and Voya completed its initial public offering of common stock.

Voya is an affiliate of ING Groep N.V. ("ING"), a global financial institution active in the fields of insurance, banking and asset management. In 2009 ING announced the anticipated separation of its global banking and insurance businesses, including the divestiture of Voya, which together with its subsidiaries, including the Company, constitutes ING's U.S.-based retirement, investment management and insurance operations. As of March 25, 2014, ING's ownership of Voya was approximately 43%. Under an agreement with the European Commission, ING is required to divest itself of 100% of Voya by the end of 2016.

FUND FEES AND EXPENSES

The management investment advisory fees, 12b-1 fees and other expenses including service fees (if applicable) that may be charged annually by each underlying mutual fund are disclosed in the fund prospectuses and in a Fund Fees and Expenses Table available from your sales representative. The fund fee and expense information listed in the Fund Fees and Expenses Table was provided by the funds.

As shown in the fund prospectuses and the Fund Fees and Expenses Table, each fund deducts management/investment advisory fees from the amounts allocated to the fund. In addition, each fund deducts other expenses which may include service fees that may be used to compensate service providers, including the Company and its affiliates, for administrative and contract owner or participant services provided on behalf of the fund. Furthermore, certain funds deduct a distribution or 12b-1 fee, which is used to finance any activity that is primarily intended to result in the sale of fund shares. Fund fees and expenses are deducted from the value of the fund shares on a daily basis. If the fund shares are offered under a group annuity contract or group funding agreement, as applicable, this will in turn affect the value of each subaccount that purchases fund shares. Fund fees and expenses are one factor that impacts the value of a fund's shares. **To learn more about fund fees and expenses, the additional factors that can affect the value of a fund's shares and other important information about the funds, refer to the fund prospectuses.**

A single mutual fund usually offers more than one "class" of shares to investors. The key distinctions between these share classes are the charges and ongoing fees borne by the fund and absorbed by investors. These fees may include 12b-1 fees as well as administrative and "Sub-TA" fees (sometimes called service fees). The least expensive classes of mutual fund shares are often called "Initial Class" or "Class I" and generally only charge management fees and limited fees for other expenses related to the fund. These classes of shares usually generate the least amount of revenue for the Company, although they may pay service fees. Various share classes may charge 12b-1 fees up to 1.00%. These classes are often called Class A, Service Class, Adviser Class, R Class or S Class shares. They may also have other names.

Less expensive share classes of the funds offered through this contract may be available for investment outside of this contract. You should evaluate the expenses associated with the funds available through this contract before making a decision to invest.

Redemption Fees

Certain fund companies may deduct redemption fees as the result of withdrawals, transfers or other fund transactions that a participant or the plan sponsor initiates. If applicable, the Company may deduct the amount of any redemption fees imposed by the fund(s). These fees are separate and distinct from any transaction charges or other charges deducted from a participant's account value. For a more complete description of the funds' fees and expenses, review the fund prospectuses.

Revenue from the Funds

The Company may receive compensation from each of the funds or the funds' affiliates. For certain funds, some of this compensation may be paid out of 12b-1 fees or service fees that are deducted from fund assets. Any such fees deducted from fund assets are disclosed in the fund prospectuses. The Company may also receive additional compensation from certain funds for administrative, recordkeeping or other services provided by the Company to the funds or the funds' affiliates. These additional payments may also be used by the Company to finance distribution. These additional payments are made by the funds or the funds' affiliates to the Company and do not increase, directly or indirectly, the fund fees and expenses.

The amount of revenue the Company may receive from each of the funds or from the funds' affiliates may be substantial, although the amounts and types of revenue vary with respect to each of the funds offered through the contract. This revenue is one of several factors we consider when determining contract fees and charges and whether to offer a fund through our contracts. **Fund revenue is important to the Company's profitability and it is generally more profitable for us to offer affiliated funds than to offer unaffiliated funds.**

Assets allocated to affiliated funds, meaning funds managed by Directed Services LLC, Voya Investments, LLC or another Company affiliate, generate the largest dollar amount of revenue for the Company. Affiliated funds may also be subadvised by a Company affiliate or by an unaffiliated third party. Assets allocated to unaffiliated funds, meaning funds managed by an unaffiliated third party, generate lesser, but still substantial dollar amounts of revenue for the Company. The Company expects to earn a profit from this revenue to the extent it exceeds the Company's expenses, including the payment of sales compensation to its distributors.

Revenue Received from Affiliated Funds. The revenue received by the Company from affiliated funds may be deducted from fund assets and may include:

- A share of the management fee;
- Service fees;
- For certain share classes, compensation paid from 12b-1 fees; and
- Other revenues that may be based either on an annual percentage of average net assets held in the fund by the Company or a percentage of the management fees.

In the case of affiliated funds subadvised by unaffiliated third parties, any sharing of the management fee between the Company and the affiliated investment adviser is based on the amount of such fee remaining after the subadvisory fee has been paid to the unaffiliated subadviser. Because subadvisory fees vary by subadviser, varying amounts of revenue are retained by the affiliated investment adviser and ultimately shared with the Company. The sharing of the management fee between the Company and the affiliated investment adviser does not increase, directly or indirectly, fund fees and expenses. The Company may also receive additional compensation in the form of intercompany payments from an affiliated fund's investment adviser or the investment adviser's parent in order to allocate revenue and profits across the organization. These intercompany payments and other revenue received from affiliated funds provide the Company with a financial incentive to offer affiliated funds through the contract rather than unaffiliated funds.

Additionally, in the case of affiliated funds subadvised by third parties, no direct payments are made to the Company or the affiliated investment adviser by the subadvisers. However, subadvisers may provide reimbursement for employees of the Company or its affiliates to attend business meetings or training conferences.

Revenue Received from Unaffiliated Funds. Revenue received from each of the unaffiliated funds or their affiliates is based on an annual percentage of the average net assets held in that fund by the Company. Some unaffiliated funds or their affiliates pay us more than others and some of the amounts we receive may be significant.

The revenue received by the Company from unaffiliated funds may be deducted from fund assets and may include:

- Service fees;
- For certain share classes, compensation paid from 12b-1 fees; and
- Additional payments for administrative, recordkeeping or other services which we provide to the funds or their affiliates, such as processing purchase and redemption requests, and mailing fund prospectuses, periodic reports and proxy materials. These additional payments are not disclosed in the Fund Fees and Expenses Table and do not increase directly or indirectly the fees and expenses shown in each fund's prospectus or in the Fund Fees and Expenses Table. These additional payments may be used by us to finance distribution of the contract.

If the unaffiliated fund families currently offered through the contracts (including funds with limited availability) that made payments to us were individually ranked according to the total amount they paid to the Company or its affiliates in 2013, in connection with the unregistered variable separate account contracts issued by the Company, that ranking would be as follows:

- American Funds®
- T. Rowe Price Funds [1]
- PIMCO Funds
- Fidelity Investments® [2]
- Franklin® Templeton® Investments [3]
- OppenheimerFunds, Inc.
- MFS Investment Management® [4]
- Pioneer Investment Management
- Lord Abbett Funds
- BlackRock, Inc.
- Columbia Wanger Asset Management
- RidgeWorth Funds
- Invesco℠ Funds
- American Century Investments
- Victory Funds
- Baron Funds®
- Allianz Global Investors
- Eagle Asset Management, Inc.
- Janus Capital Management LLC
- Galliard Capital Management
- CRM Funds[5]
- Eaton Vance Distributors, Inc.
- Lazard Asset Management LLC
- J.P. Morgan Funds
- Thornburg Investment Management®

If the revenues received from the affiliated funds were taken into account when ranking the funds according to the total dollar amount they paid to the Company or its affiliates in 2013, the affiliated funds would be first on the list.

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1 T. Rowe Price, Invest With Confidence, the Big Horn Sheep and the logo they compose are trademarks or registered trademarks of T. Rowe Price Group, Inc. in the U.S. and other countries.

2 Fidelity and Fidelity Investments are registered trademarks of FMR Corp.

3 Franklin and Templeton are registered trademarks of Franklin Resources, Inc. or its subsidiaries.

4 MFS Investment Management® is a registered trademark of Massachusetts Financial Services Company.

5 "CRM Funds" are distributed by "Professional Funds Distributor, LLC."

In addition to the types of revenue received from affiliated and unaffiliated funds described above, affiliated and unaffiliated funds and their investment advisers, subadvisers or affiliates may participate at their own expense in Company sales conferences or educational and training meetings. In relation to such participation, a fund's investment adviser, subadviser or affiliate may help offset the cost of the meetings or sponsor events associated with the meetings. In exchange for these expense offset or sponsorship arrangements, the investment adviser, subadviser or affiliate may receive certain benefits and access opportunities to Company representatives and wholesalers rather than monetary benefits. These benefits and opportunities include, but are not limited to, co-branded marketing materials, targeted marketing sales opportunities, training opportunities at meetings, training modules for professionals; and opportunities to host due diligence meetings for representatives and wholesalers.

Please note certain management personnel and other employees of the Company or its affiliates may receive a portion of their total employment compensation based on the amount of net assets allocated to affiliated funds.

Fund of Funds

Certain funds may be structured as "fund of funds." These funds may have higher fees and expenses than a fund that invests directly in debt and equity securities, because they also incur the fees and expenses of the underlying funds in which they invest. These funds are affiliated funds, and the underlying funds in which they invest may be affiliated as well. The fund prospectuses and the fund fact sheets disclose the aggregate annual operating expenses of each fund and its corresponding underlying fund or funds.

Your product may make more than one menu of funds available for the plan sponsor to select from. Generally, these menus differ from one another according to ranges of fund fee expense levels, administrative fund fees, and by share class. Plan sponsors should know that the expense levels associated with a fund menu may affect billed expenses, daily asset charges and other features of the product. This is because other product charges are related to the amount of fund revenue that the Company receives. Plan sponsors should discuss with their sales professional how fund revenues may affect services provided as well as other product fees and charges, as mentioned above.

Charges for Advisory Services

We reserve the right to deduct from a participant's account, upon authorization from the participant, any advisory and other fees due under an independent advisory services agreement between the participant and an investment advisor. Advisory fees will be deducted on a pro-rata basis from the funds used in the allocation model selected by the participant under the advisory services agreement, and any set-up fees may be deducted on a pro-rata basis from all of the investment options in which the participant is invested.

SALES COMPENSATION

Contract Distribution

The Company's subsidiary, ING Financial Advisers, LLC, serves as the principal underwriter for the contracts. ING Financial Advisers, LLC, a Delaware limited liability company, is registered as a broker-dealer with the Securities and Exchange Commission ("SEC"). ING Financial Advisers, LLC is also a member of the Financial Industry Regulatory Authority ("FINRA") and the Securities Investor Protection Corporation ("SIPC"). ING Financial Advisers, LLC's principal office is located at One Orange Way, Windsor, Connecticut 06095-4774.

The contracts are offered to the public by sales professionals who are registered representatives of ING Financial Advisers, LLC, registered representatives of broker-dealers that have entered into selling arrangements with ING Financial Advisers, LLC, or not registered with any broker-dealer. We refer to the broker-dealers and other firms whose sales professionals sell the contracts as “distributors.” All sales professionals selling the contracts must be appropriately licensed as insurance agents for the Company.

The following distributors are affiliated with the Company and have entered into selling agreements with ING Financial Advisers, LLC for the sale of our contracts:

- ING Financial Partners, Inc.
- Systematized Benefits Administrators, Inc.

Sales professionals of distributors who solicit sales of the contracts typically receive a portion of the compensation paid to the distributor in the form of commissions or other compensation, depending upon the agreement between the distributor and the sales professional. This compensation, as well as other incentives or payments, is not paid directly by plan sponsors or participants. We intend to recoup this compensation and other sales expenses paid to distributors through fees and charges imposed under the contracts.

Compensation Arrangements

Commission Payments. Sales professionals provide numerous services, including services to plan sponsors and participants. These include installing and servicing contracts, providing product explanations, and periodically reviewing participants’ retirement needs as well as the investment options available under the contract. Compensation to sales professionals is provided through sales commissions. Commissions paid on transferred assets range from 0% to 3%; commissions paid on recurring contributions made during the first year of the contract or, if applicable, participant account and on increases in deferrals range from 0% to 4%; commissions paid on recurring contributions after the first year range from 0% to 2%. In addition, the Company may pay an asset based commission ranging up to 0.50%. In some situations, the Company may pay sales professionals a flat dollar commission that may exceed the commission maximums described above. Sales professionals may receive all or a portion of compensation paid to their distributor, depending upon the firm’s practices. The amount of commissions and annual payments paid to your sales professional will be disclosed in the written materials we provide at the point of sale. In some situations, the Company may employ sales professionals to perform enrollment and other services, and may pay these sales professionals a flat salary rather than a commission.

Other Compensation Arrangements. We may also enter into special compensation arrangements with certain distributors based on those firms’ aggregate or anticipated assets under management, sales of the contracts, or other criteria. These arrangements may include commission specials, in which additional commissions may be paid in connection with purchase payments received for a limited time period within the maximum commission rates noted above. These special compensation arrangements will not be offered to all distributors, and the terms of such arrangements may differ among distributors based on various factors. These special compensation arrangements may also be limited only to distributors affiliated with the Company. Any such compensation payable to a distributor will not result in any additional direct charge to you by us.

To the extent permitted by SEC and FINRA rules and other applicable laws and regulations, we may also pay or allow other promotional incentives or payments in the form of cash payments or other compensation to sales professionals and distributors, which may require the sales professional or distributor to attain a certain threshold of sales of Company products. These other promotional incentives or payments may be limited to contracts offered to certain plans, may not be offered to all distributors, and may be limited only to ING Financial Partners, Inc. and other distributors affiliated with the Company.

Some sales professionals may receive various types of non-cash compensation as special sales incentives, including trips and we may also pay for some sales professionals to attend educational and/or business seminars. Any such compensation will be paid in accordance with SEC and FINRA rules. Management personnel of the Company, and of its affiliated broker-dealers, may receive additional compensation if the overall amount of investments in funds advised by the Company or its affiliates meets certain target levels or increases over time. Compensation for certain management personnel, including sales management personnel, may be enhanced if management personnel meet or exceed goals for sales of the contracts, or if the overall amount of investments in the contracts and other products issued or advised by the Company or its affiliates increases over time. Certain management personnel may also receive compensation that is a specific percentage of the commissions paid to distributors or of purchase payments received under the contracts, or which may be a flat dollar amount that varies based upon other factors, including management's ability to meet or exceed service requirements, sell new contracts or retain existing contracts, or sell additional service features such as a common remitting program.

In addition to direct cash compensation for sales of contracts described above, through ING Financial Advisers, LLC, we may also pay sales professionals and distributors additional compensation or reimbursement of expenses for their efforts in selling contracts to plan sponsors and other customers. These amounts may include:

- Marketing/distribution allowances that may be based on the percentages of purchase payments received, the aggregate commissions paid and/or the aggregate assets held in relation to certain types of designated insurance products issued by the Company and/or its affiliates during the year;
- Loans or advances of commissions in anticipation of future receipt of purchase payments (a form of lending to registered representatives). These loans may have advantageous terms, such as reduction or elimination of the interest charged on the loan and/or forgiveness of the principal amount of the loan, which may be conditioned on sales;
- Education and training allowances to facilitate our attendance at certain educational and training meetings to provide information and training about our products. We also hold training programs from time to time at our own expense;
- Sponsorship payments or reimbursements for distributors to use in sales contests and/or meetings for their sales professionals who sell our products. We do not hold contests based solely on sales of this product;
- Certain overrides and other benefits that may include cash compensation based on the amount of earned commissions, representative recruiting or other activities that promote the sale of contracts; and
- Additional cash or noncash compensation and reimbursements permissible under existing law. This may include, but is not limited to, cash incentives, merchandise, trips, occasional entertainment, meals and tickets to sporting events, client appreciation events, business and educational enhancement items, payment for travel expenses (including meals and lodging) to pre-approved training and education seminars, and payment for advertising and sales campaigns.

We pay dealer concessions, wholesaling fees, overrides, bonuses, other allowances and benefits and the costs of all other incentives or training programs from our resources, which include the fees and charges imposed under the contracts.

The following is a list of the top 25 distributors that, during 2013, received the most compensation, in the aggregate, from us in connection with the sale of packaged programs and unregistered variable separate account contracts issued by the Company, ranked by total dollars received:

- ING Financial Partners, Inc.
- Morgan Stanley & Co. LLC
- LPL Financial Corporation
- NFP Securities, Inc.
- Cetera Financial Group
- Northwestern Mutual Investment Services, LLC
- Lincoln Financial Group
- New England Securities Corporation
- Financial Telesis Inc./JHW Financial & Insurance Services
- Park Avenue Securities, LLC
- Tower Square Securities, Inc.
- Royal Alliance Associates, Inc.
- M Holdings Securities, Inc.
- NYLIFE Securities LLC
- MetLife Securities, Inc.
- Securities America, Inc.
- American Portfolios Financial Services, Inc.
- National Planning Corporation
- Primerica Financial Services, Inc.
- Cadaret, Grant & Co., Inc.
- Walnut Street Securities, Inc.®
- RBC Capital Markets, LLC
- Sigma Financial Corporation
- Purshe Kaplan Sterling Investments Inc.
- Next Financial Group Inc.

This is a general discussion of the types and levels of compensation paid by us for the sale of our unregistered variable separate account contracts. It is important for you to know that the payment of volume or sales-based compensation to a distributor or sales professional, along with the ability of the sales professional to select from various compensation options, may provide that sales professional a financial incentive to promote our contracts over those of another company, and may also provide a financial incentive to promote one of our contracts over another.

The names of the distributor and the sales professional responsible for your account are stated in your enrollment materials.

Third Party Compensation Arrangements. Please be aware that:

- The Company may seek to promote itself and the Programs by sponsoring or contributing to events sponsored by various associations, professional organizations and labor organizations;
- The Company may make payments to associations and organizations, including labor organizations, which endorse or otherwise recommend the Programs to their membership. If an endorsement is a factor in the plan sponsor's Program purchasing decision, more information on the payment arrangement, if any, is available upon your request; and
- At the direction of the plan sponsor, we may make payments to the plan sponsor, its representatives or third party service providers intended to defray or cover the costs of plan or Program related administration.

OTHER PRODUCTS

We and our affiliates offer various other products with different features and terms than these contracts that may offer some or all of the same funds. These products differ according to benefits, fees and charges. Plan sponsors who are interested in learning more about these other products may contact their sales professional.

LIMITS ON FREQUENT OR DISRUPTIVE TRANSFERS

The contract is not designed to serve as a vehicle for frequent transfers. Frequent transfer activity can disrupt management of a fund and raise its expenses through:

- Increased trading and transaction costs;
- Forced and unplanned portfolio turnover;
- Lost opportunity costs; and
- Large asset swings that decrease the fund's ability to provide maximum investment return to all contract owners and participants.

This in turn can have an adverse effect on fund performance. **Accordingly, individuals or organizations that use market-timing investment strategies or make frequent transfers should not purchase or participate in the contract.**

Excessive Trading Policy. The Company and its affiliates that provide multi-fund variable insurance and retirement products have adopted a common Excessive Trading Policy to respond to the demands of the various fund families that make their funds available through our products to restrict excessive fund trading activity and to ensure compliance with Rule 22c-2 of the Investment Company Act of 1940 (1940 Act).

We actively monitor fund transfer and reallocation activity within our variable insurance products and retirement products to identify violations of our Excessive Trading Policy. Our Excessive Trading Policy is violated if fund transfer and reallocation activity:

- Meets or exceeds our current definition of Excessive Trading, as defined below; or
- Is determined, in our sole discretion, to be disruptive or not in the best interests of other owners of our variable insurance and retirement products, or participants in such products.

We currently define "Excessive Trading" as:

- More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a "round-trip"). This means two or more round-trips involving the same fund within a 60 calendar day period would meet our definition of Excessive Trading; or
- Six round-trips involving the same fund within a rolling 12 month period.

The following transactions are excluded when determining whether trading activity is excessive:

- Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
- Transfers associated with scheduled dollar cost averaging, scheduled rebalancing, or scheduled asset allocation programs;
- Purchases and sales of fund shares in the amount of $5,000 or less;
- Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
- Transactions initiated by us, another member of the ING family of companies, or a fund.

If we determine that an individual or entity has made a purchase of a fund within 60 days of a prior round-trip involving the same fund, we will send them a letter warning that another sale of that same fund within 60 days of the beginning of the prior round-trip will be deemed to be Excessive Trading and result in a six month suspension of their ability to initiate fund transfers or reallocations through the Internet, facsimile, Voice Response Unit (VRU), telephone calls to Customer Service or other electronic trading medium that we may make available from time to time (Electronic Trading Privileges). Likewise, if we determine that an individual or entity has made five round-trips involving the same fund within a rolling 12 month period, we will send them a letter warning that another purchase and sale of that same fund within 12 months of the initial purchase in the first round-trip will be deemed to be Excessive Trading and result in a suspension of their Electronic Trading Privileges. According to the needs of the various business units, a copy of any warning letters may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative, or the investment adviser for that individual or entity. A copy of the warning letters and details of the individual's or entity's trading activity may also be sent to the fund whose shares were involved in the trading activity.

If we determine that an individual or entity has violated our Excessive Trading Policy, we will send them a letter stating that their Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those that involve the fund whose shares were involved in the activity that violated our Excessive Trading Policy, will then have to be initiated by providing written instructions to us via regular U.S. mail. Suspension of Electronic Trading Privileges may also extend to products other than the product through which the Excessive Trading activity occurred. During the six month suspension period, electronic "inquiry only" privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual's or entity's trading activity may also be sent, as applicable, to the person(s) or entity authorized to initiate fund transfers or reallocations, the agent/registered representative or investment adviser for that individual or entity, and the fund whose shares were involved in the activity that violated our Excessive Trading Policy.

Following the six month suspension period during which no additional violations of our Excessive Trading Policy are identified, Electronic Trading Privileges may again be restored. We will continue to monitor the fund transfer and reallocation activity, and any future violations of our Excessive Trading Policy will result in an indefinite suspension of Electronic Trading Privileges. A violation of our Excessive Trading Policy during the six month suspension period will also result in an indefinite suspension of Electronic Trading Privileges.

We reserve the right to suspend Electronic Trading Privileges with respect to any individual or entity, with or without prior notice, if we determine, in our sole discretion, that the individual's or entity's trading activity is disruptive or not in the best interests of other owners of our variable insurance and retirement products, or participants in such products, regardless of whether the individual's or entity's trading activity falls within the definition of Excessive Trading set forth above.

Our failure to send or an individual's or entity's failure to receive any warning letter or other notice contemplated under our Excessive Trading Policy will not prevent us from suspending that individual's or entity's Electronic Trading Privileges or taking any other action provided for in our Excessive Trading Policy.

The Company does not allow exceptions to our Excessive Trading Policy. We reserve the right to modify our Excessive Trading Policy, or the policy as it relates to a particular fund, at any time without prior notice, depending on, among other factors, the needs of the underlying fund(s), the best interests of contract owners, participants, and fund investors, and/or state or federal regulatory requirements. If we modify our policy, it will be applied uniformly to all contract owners and participants or, as applicable, to all contract owners and participants investing in the underlying fund.

Our Excessive Trading Policy may not be completely successful in preventing market-timing or excessive trading activity. If it is not completely successful, fund performance and management may be adversely affected, as noted above.

Limits Imposed by the Underlying Funds. Each underlying fund available through the variable insurance and retirement products offered by us and/or the other members of the ING family of companies, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy, and orders for the purchase of fund shares are subject to acceptance or rejection by the underlying fund. We reserve the right, without prior notice, to implement fund purchase restrictions and/or limitations on an individual or entity that the fund has identified as violating its excessive/frequent trading policy and to reject any allocation or transfer request to a subaccount if the corresponding fund will not accept the allocation or transfer for any reason. All such restrictions and/or limitations (which may include, but are not limited to, suspension of Electronic Trading Privileges and/or blocking of future purchases of a fund or all funds within a fund family) will be done in accordance with the directions we receive from the fund.

Agreements to Share Information with Fund Companies. As required by Rule 22c-2 under the 1940 Act, we have entered into information sharing agreements with each of the fund companies whose funds are offered through the contract. Contract owner and participant trading information is shared under these agreements as necessary for the fund companies to monitor fund trading and our implementation of our Excessive Trading Policy. Under these agreements, the Company is required to share information regarding contract owner and participant transactions, including but not limited to information regarding fund transfers initiated by you. In addition to information about contract owner and participant transactions, this information may include personal contract owner and participant information, including names and social security numbers or other tax identification numbers.

As a result of this information sharing, a fund company may direct us to restrict a contract owner or participant's transactions if the fund determines that the contract owner or participant has violated the fund's excessive/frequent trading policy. This could include the fund directing us to reject any allocations of purchase payments or account value to the fund or all funds within the fund family.

SAME-SEX MARRIAGES

Before June 26, 2013, pursuant to Section 3 of the federal Defense of Marriage Act ("DOMA"), same-sex marriages were not recognized for purposes of federal law. On that date the U.S. Supreme Court held in United States v. Windsor that Section 3 of DOMA is unconstitutional. While valid same-sex marriages are now recognized under federal law and the favorable income-deferral options afforded by federal tax law to an opposite-sex spouse under Tax Code sections 72(s) and 401(a)(9) are now available to a same-sex spouse, there are still unanswered questions regarding the scope and impact of the Windsor decision. Consequently, if you are married to a same-sex spouse you should contact a qualified tax adviser regarding your spouse's rights and benefits under the contract described in the contract information booklet and your particular tax situation.

ANTI-MONEY LAUNDERING

In order to protect against the possible misuse of our products in money laundering or terrorist financing, we have adopted an anti-money laundering program satisfying the requirements of the USA PATRIOT Act and other current anti-money laundering laws. Among other things, this program requires us, our agents and customers to comply with certain procedures and standards that will allow us to verify the identity of the sponsoring organization and that contributions and loan repayments are not derived from improper sources.

Under our anti-money laundering program, we may require customers, and/or beneficiaries to provide sufficient evidence of identification, and we reserve the right to verify any information provided to us by accessing information databases maintained internally or by outside firms.

We may also refuse to accept certain forms of payments or loan repayments (traveler's cheques, cashier's checks, bank drafts, bank checks and treasurer's checks, for example) or restrict the amount of certain forms of payments or loan repayments (money orders totaling more than $5,000.00, for example). In addition, we may require information as to why a particular form of payment was used (third party checks, for example) and the source of the funds of such payment in order to determine whether or not we will accept it. Use of an unacceptable form of payment may result in us returning the payment to you.

Applicable laws designed to prevent terrorist financing and money laundering might, in certain circumstances, require us to block certain transactions until authorization is received from the appropriate regulator. We may also be required to provide additional information about you and your policy to government regulators.

Our anti-money laundering program is subject to change without notice to take account of changes in applicable laws or regulations and our ongoing assessment of our exposure to illegal activity.

You should consider the investment objectives, risks, charges and expenses of the variable product and its underlying fund options carefully before investing. The fund prospectuses and information booklets contain this and other information, which can be obtained by contacting your local representative. Please read the information carefully before investing.

IRS Circular 230 Disclosure:
These materials are not intended to be used to avoid tax penalties, and were prepared to support the promotion or marketing of the matter addressed in this document. The taxpayer should seek advice from an independent tax adviser.

ING Custom Choice Blend and ING Custom Choice Classic

ING Packaged Products

Participant Information

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ING

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P A R T I C I P A N T I N F O R M A T I O N

ING Custom Choice Blend and ING Custom Choice Classic
ING Packaged Products 3020292.X.P (08/11)

Why Reading this Information Booklet is Important. Before you participate in **ING Custom Choice Blend** or **ING Custom Choice Classic** through your employer's retirement plan, you (the employee/participant) should read this information booklet and the accompanying **Additional Disclosure Supplement** (the Supplement). These materials (plus any plan-specific supplement, if applicable) provide facts about the contract and its investment options and other important information. Plan sponsors (generally your employer) should read this information booklet and all applicable supplements to help determine if the contract is appropriate for their plan. Please keep these documents for future reference.

Also, please see Appendix A for additional information concerning the material features of variable annuities and funding agreements in general. * This includes the potential surrender period, any applicable surrender charges, tax penalties applicable to surrender before age 59½ (*except under 457(b) plans*), mortality and expense fees and/or daily asset charges, investment advisory fees, charges for and features of riders, insurance and investment components, and market risk.

* **If variable investment options are *not* available in the plan, please disregard any information provided in this booklet related to these options. For example, if you participate in a FICA alternate retirement plan, the ING Fixed Account-457/401 may be the only available investment option.** [FICA is the Federal Insurance Contributions Act. A FICA alternative plan is an alternative to Social Security coverage for certain part-time, seasonal, temporary or contract employees as permitted by the federal Omnibus Budget Reconciliation Act of 1990 ("OBRA").]

OVERVIEW

ING Custom Choice Blend and ING Custom Choice Classic are group annuity contracts issued by ING Life Insurance and Annuity Company (the Company, we, us, our). Each contract offers a wide range of investment options to the retirement plan (the plan) that your employer sponsors under Section 457(b) or 401(a) of the Internal Revenue Code (the Code). Both credited interest and variable investment options from leading fund families may be available and, through its participant recordkeeping services, each contract brings these diverse offerings together in a single, consolidated program.

As used throughout this information booklet, "contract" will mean the ING Custom Choice Blend contract or the ING Custom Choice Classic contract, whichever is applicable to the plan your employer sponsors.

Please refer to the investment option fact sheets for the available investment options or contact your local representative for this information.

During the accumulation phase, when contributions are invested, you will receive periodic statements that provide confirmation of account transactions such as contributions made. As described in your enrollment material, you will also have access to your account information through our interactive voice response telephone service and via the Internet at www.ingretirementplans.com.

The plan's group annuity contract is more than just a vehicle for accumulating and investing your plan contributions. When you retire, the plan may allow you to take your benefit in the form of an annuity (that is, a series of payments for life or a definite period). This is known as the income phase. During the income phase, several contract payment options are available to pay benefits to you over time.

The following pages discuss the key operating features of the contract, including transfer provisions. The booklet describes the available credited interest investment options in detail and contains summary descriptions of the variable investment options. Your enrollment material includes fund fact sheets that have additional information on the variable investment options.

Your employer's plan may offer additional services that are not covered in this Disclosure Booklet. To find out more regarding services that are specific to your employer's plan, please contact your local representative or call ING's Customer Contact Center at the toll-free phone number found in your enrollment material.

Your retirement benefits are governed exclusively by the provisions of your employer's plan and not by the contract that we deliver to your employer. In the event of a conflict between this information booklet and the contract, the terms of the contract will prevail. The provisions described in this booklet may not match exactly the provisions included in your employer's plan.

ABOUT THE COMPANY

The Company issues the contract described in this booklet and provides administrative services.

We are a stock life insurance company organized under the insurance laws of the State of Connecticut in 1976 and an indirect wholly-owned subsidiary of ING Groep N.V., a global financial institution active in the fields of insurance, banking and asset management. **Securities are distributed through ING Financial Advisers, LLC, or through other broker dealers with which ING Financial Advisers, LLC has selling agreements.**

Financial planning is offered by ING Financial Partners, Inc.

ING Financial Advisers, LLC (member SIPC) and ING Financial Partners, Inc are both members of the Financial Industry Regulatory Authority (FINRA) and the Securities Investor Protection Corporation (SIPC).

CONTRACT INVESTMENT OPTIONS

The contract generally offers a variety of credited interest and variable investment options, as described below and in your enrollment material. **The investment options that apply specifically to your plan may, or may not, match those discussed below.** At our discretion, we may add, restrict, or withdraw the availability of any such investment options in the future.

Credited Interest Options that may be available to your employer's plan: The contract offers the ING Fixed Account-457/401 as the credited interest option. In addition, the ING Guaranteed Accumulation Account may be an available credited interest option for certain plans. The Company's claims-paying ability should be taken into consideration in evaluating interest rate guarantees. The guarantees do not apply to the investment return or principal value of the variable investment options.

The **ING Fixed Account-457/401** (Fixed Account) provides stability of principal and credits interest on all amounts allocated to this option. The Fixed Account has two kinds of guaranteed interest rates:

- Minimum guaranteed interest rate: As provided in the contract, the minimum guaranteed interest rate on the Fixed Account is 3%.

- Floor interest rate: Each calendar year (1/1 to 12/31), the Company will set a guaranteed floor interest rate as a minimum for that year. At our discretion, we may discontinue declaring the floor interest rate.

During the year, the Company will credit interest to the Fixed Account at a "current credited interest rate". That rate, which is subject to change monthly, may be greater than either of the guaranteed interest rates shown above. At all times, the interest rate that we credit to the Fixed Account portion of your participant account will be equal to the greatest of the current credited interest rate, the declared floor rate (if applicable), or the minimum guaranteed interest rate in your contract.

All interest rates applicable to the Fixed Account are expressed as an annual effective yield. Interest is credited to your account on a daily basis. Once credited, the interest becomes a part of your principal. This means that your account earns compound interest. Taking the effect of compounding into account, the interest credited to your account daily yields the current credited interest rate. Any changes in rates will apply to all amounts in the Fixed Account. There are restrictions on transfers associated with the Fixed Account and a market value adjustment may apply on surrenders or distributions. Refer to "Changing Your Investment Selection" and "Market Value Adjustment – Fixed Account" for more details.

The **ING Guaranteed Accumulation Account** (GAA) option (not available for all plans) allows you to allocate amounts for specific periods of time and know in advance the rate of interest that will be earned. Amounts may be allocated to GAA during an open "deposit period," generally offered monthly. During each deposit period, the Company will offer a "guaranteed term". The guaranteed term is the length of time for which we guarantee interest rates for the GAA. You will always know in advance the rate you will receive during a guaranteed term. GAA credits interest daily. Taking the effect of compounding into account, the interest credited to your account daily yields the guaranteed rate.

Your principal and interest are guaranteed if you leave your money in a guaranteed term of GAA until the maturity date of the term. There are restrictions on transfers associated with GAA. In addition, if you surrender or transfer money from a guaranteed term before its maturity date, you will receive the "market value adjusted" amount of the balance, which could be either positive or negative. If GAA is available as an investment option for the plan's contract, you will be provided with a separate disclosure booklet that describes the features of GAA in greater detail. The booklet also gives examples of the market value adjustment calculation and the market value adjustment. GAA is available only during the accumulation phase.

Variable Investment Options that may be available to your employer's plan: Variable investment options are available under the contract through a Company separate account. Each variable investment option has a different investment objective. *These investment options fluctuate in value and involve investment risks. The value of the fund shares may increase or decrease, which will affect the value of your account.*

When contributions are allocated to a variable investment option, shares of that fund are purchased by the Company and held in a pooled separate account. The separate account actually holds the fund shares. Your account under the contract holds units of participation in the separate account.

At the end of each day that the New York Stock Exchange is open, a net asset value per share of each fund is determined (based on the value of each fund's securities, cash and other assets, less any liabilities, divided by the number of shares outstanding). The separate account unit value of the fund is then derived by multiplying the last unit value by the current net investment factor. The net investment factor takes into account the difference in net assets in the beginning and at the end of the period being valued, taxes (or provisions for taxes, if any), and the Daily Asset Charge. See "Daily Asset Charge on the Funds" for more details on the Daily Asset Charge.

Different funds and fund share classes pay varying levels of fees to the Company. Pricing for your employer's plan takes these different fee levels into consideration and the different fee levels can provide flexibility in the plan's overall cost. As a result, it is possible that different share classes within a fund family, or across different fund families, may be utilized in offering the variable investment options to the plan. Various share classes may charge 12b-1 fees up to 1.00%.

The valuation of the variable investment options is dependent upon the securities markets. The applicable valuation date for fund transactions is subject to federal securities laws and regulations. Also, certain funds may deduct redemption fees to discourage market timing and other short-term trading strategy. (See "Redemption Fees" in the Supplement.)

For important information about investment advisory fees, redemption fees, 12b-1 distribution fees and other expenses and disclosures on fund revenue sharing, refer to the Supplement and the applicable fund fact sheets. If you would like more information about these options, you may request a prospectus for each variable fund from your employer or plan administrator.

You should consider the investment objectives, risks, and charges and expenses of the investment options offered through a retirement plan carefully before investing. The information booklets, fund prospectuses and investment option fact sheets contain this and other information and can be obtained by contacting your local representative. Please read the information carefully before investing.

CHANGING YOUR INVESTMENT SELECTION

Changes During the Accumulation Phase: If authorized by your employer, you may change the investment options in your account to which future contributions will be applied. Transfers are also permitted among the variable investment options or between the variable investment options and the Fixed Account and GAA. Transfers are subject to the competing investment option restrictions (described below) and, if applicable, may also be limited as described in ING's "Excessive Trading Policy."

You may make these changes by telephone, electronically via the Internet or, on a limited basis, by completing a written request; details are included in your enrollment material. Transaction requests received in good order by the close of business of the New York Stock Exchange (normally at 4:00 p.m. Eastern Time) are processed that same business day. You will receive confirmation of the requested changes by mail (or by e-Delivery if you have selected this option on ING's website). It is important that you review your changes carefully. Failure to report any discrepancy within 30 days will indicate that you are in agreement with the transactions in your account as reported on the confirmation.

Direct transfers between competing investment options are not allowed. A competing investment option is defined as any investment option that provides a direct or indirect guarantee of investment performance or can be invested primarily in assets other than common or preferred stock. Examples of such investment options would include money market instruments, repurchase agreements, guaranteed interest contracts, investments offering a fixed rate of return, or any investment option having a targeted duration of less than three (3) years. Additionally, the self-directed brokerage account (if available) is considered a competing investment option. Please contact your local representative to determine which investment options are considered competing investment options under the plan's contract.

Once any transfer involving a competing investment option or any surrender has occurred, no subsequent transfers to or from a competing investment option, nor surrenders from the contract may occur during the ensuing 90 days. Any non-enforcement of the competing investment option transfer restrictions is temporary and will not constitute a waiver of these requirements.

Changes During the Income Phase: If you elect to have your account balance applied to one of the annuity payment options, then, if authorized by your employer, amounts allocated to variable investment options may be transferred among the funds. During the income phase, transfer restrictions may apply. At any time during the income phase, we may limit the number of variable investment options available. Transfers into or out of a fixed annuity using the Company's general account are not permitted under any annuity payment option.

Excessive Trading Policy: The Company has an Excessive Trading Policy and monitors transfer activity. See the Supplement for details.

PARTICIPANT CONTRACT CHARGES AND FEES

Premium Tax: If your residency state imposes a premium tax when electing an annuity, we will pay this tax to the taxing authority, although we reserve the right to deduct this tax from your account value.

Annual Maintenance Fees: There is no annual maintenance fee deducted from your account.

Daily Asset Charge on the Variable Investment Options *(This charge applies if variable investment options are in use under the contract for your employer's plan)*: We may assess a Daily Asset Charge (DAC) (sometimes referred to as a Separate Account Charge) on accounts invested in the variable investment options to allow for our expense risk and profit. The DAC also reimburses us for a portion of our marketing and sales expenses and contributes toward the costs of the many services made available to the contract holder and participants.

Expressed as an annual percentage, the DAC is determined by several factors, including the total asset value held in the contract and the service level of enrollment support expected. The variable investment options elected will also determine the amount of DAC deducted. For certain funds that may be available for your employer's plan, the DAC may be increased. Your employer will advise you of the DAC applicable to the plan.

The DAC does not include any applicable redemption fees (see "Redemption Fees" in the Supplement), nor does it include the investment advisory fee paid by each fund to its investment adviser. The investment advisory fees, and any other applicable expenses, are set forth in the applicable fund fact sheets. These separate expenses, in addition to the DAC, will determine the total cost of each variable investment option.

Surrender Charge: There is no surrender charge under this contract.

Transferred Asset Benefit Recovery Percentage: Under specific conditions, when agreed upon by your employer, the Company may credit plan participants up to 4% of the amount transferred to us from outside investment vehicles to compensate for any exit penalty assessed by the other investment vehicle provider. If credited, this may result in a Transferred Asset Benefit Recovery Percentage applied to surrenders over a 5-8 year period based on the number of completed years from the date of the initial plan deposit made to this contract. Minimum asset requirements apply and more complete details can be provided upon request.

Market Value Adjustment - Fixed Account: If your account value is surrendered or withdrawn completely or partially from the Fixed Account, or if you surrender or close your account or transfer outside of the contract, a market value adjustment may apply. Also, your employer may elect to have the surrendered amount paid out over a period of 60 months, with interest paid. More information on the market value adjustment can be found in Appendix B. This market value adjustment would not apply to any distribution made to you proportionately from all investment options as a benefit payment under the plan for reasons of:

- Code 457(b) deferred compensation plans (including Designated Roth accounts): retirement, separation from service with your employer, death, employer-certified unforeseeable emergency, loan, or in-service withdrawals (as permitted under the Code);

- Code 401(a) pension plans: retirement, separation from service with your employer, death, disability, hardship, loan, or in-service withdrawals after age 59½ (as permitted under the Code).

SALES COMPENSATION AND RELATED EXPENSES

Contributions under the contract may also compensate one or more sales professionals for their services which may include installing and servicing the contract by providing product explanations, and periodically reviewing participants' retirement needs and available investment options.

Persons who offer and sell the contract may be paid a commission. Commissions paid on transferred assets range from 0% to 2%; commissions paid on recurring payments made during the first year of the contract or participant account and on increases in deferrals range from 0% to 3%; commissions paid on recurring payments after the first year range from 0% to 1.0%. In addition, the Company may pay an asset based commission of up to 0.50%. In some situations, the Company may pay sales professionals a flat dollar commission that may exceed the commission maximums described above. Sales professionals may receive all or a portion of compensation paid to their distributor, depending upon the firm's practices. The amount of commissions and annual payments paid to the sales professional will be disclosed in the written materials we provide at the point of sale. In some situations, the Company may employ sales professionals to perform enrollment and other services, and may pay these sales professionals a flat salary rather than a commission.

We consider compensation-related expenses, as well as several other factors (such as the services provided, plan characteristics, and non-compensation related expenses), when determining the DAC and Fixed Account and GAA current credited interest rates. No additional deductions are imposed on you or the contract holder for compensation related expenses.

See the Supplement for more information.

Withdrawals
Withdrawals are available upon severance from employment, death, attainment of age 70 1/2 (plan permitting), incurring of an unforeseeable emergency or financial hardship (as applicable to the plan), or for deminimus accounts (not in excess of $5,000), if certain conditions are met. Withdrawal benefits will vary based on plan provisions and applicable Code restrictions and requirements.

REQUIRED PAYMENTS

Distributions for all participants must begin in the form of periodic benefit payments no later than April 1 following the calendar year in which you turn age 70½, or retire, whichever occurs later, or be made in a lump sum by the same date. The plan must direct us to commence periodic payments or make a lump-sum payment.

PAYMENT PROVISIONS

Several different annuity payment options, as allowed under your employer's plan, are generally offered under the contract. All life income options - that is, options that provide payments over your lifetime, or the lifetimes of you and another annuitant - will provide payments determined without regard to the gender of the annuitant. The payments will be based on the adjusted age of the annuitant(s) using the rate for that age under the option elected. A non-lifetime option is also offered. Annuities are subject to any limitations in the plan required by applicable law or regulations.

Fixed, variable and a combination of fixed and variable annuities may be elected, although the types of annuities available to you depend on the types of investment options available under your employer's plan. If a fixed annuity is chosen, we guarantee to credit an annual interest rate at least equal to the minimum guaranteed interest rate as specified in the contract for a fixed annuity. This guarantee is based on the claims-paying ability of the Company. We may credit a higher percentage. If a variable payout is selected, annuity payments will vary with the investment performance of the variable investment options selected. Such variable options will be assessed a Daily Asset Charge at an annual rate of no more than 1.25% during the income phase.

The amount of your variable annuity payments will depend upon three things: (1) the amount that is allocated to the variable investment option(s) upon annuitization, (2) an assumed annual net return rate selected by you, and (3) the performance of the variable investment option(s).

The assumed annual net return rate is the interest rate used to determine the amount of the first and subsequent annuity payments made. To remain level, the variable investment option(s) must earn at least this rate plus enough to recover the daily charge for annuity mortality and expense risk, plus an administrative charge, if any. Either a 3.5% or 5% assumed annual net return rate may be selected.

PAYMENT OPTIONS

While the Company may make other options available, the following payment options are currently offered:

Lump-Sum Payment - We will pay a lump sum equal to all or any vested portion of your account value. Lump-sum payments can be made from all of the contract's investment options, subject to plan provisions. Lump-sum payments can be paid directly to you or to another employer sponsored plan or IRA you own as a direct rollover or transfer, as directed by you. In addition, vested non-Roth amounts otherwise eligible for distribution may be rolled over into a corresponding Roth account within the same plan. This option is described in more detail under “Tax Information” below.

Annuity Payment Options - The following annuity options (if allowed by your employer's plan) are currently offered; unless otherwise specified, you may choose from fixed or variable payments (see “Payment Provisions”, above):

Non-Lifetime Option:

- **Payment for a Stated Period** - periodic payments made for a fixed period of years (no fewer than 5 years, but no more than 30). If you die before receiving all the payments, your beneficiary can choose to either receive the remaining periodic payments or to have the present value of the payments paid in a lump sum.

  Note: If you select the fixed investment option for "Payment for a Stated Period", then this is an irrevocable election (no withdrawals or changes may be made).

Single Lifetime Options:

- **Life Income** - periodic payments made for as long as you live.

- **Life Income with Period Certain** - periodic payments made for as long as you live with a specified minimum number of payments guaranteed (5 through 30 years may be elected). If you die before the end of the guaranteed period, your beneficiary can choose to either receive the remaining periodic payments or to have the present value of the payments paid in a lump sum.

- **Life Income with Cash Refund** - (available on a fixed basis only) - periodic payments made for as long as you live. If you die prior to receiving the full amount applied to the option (less premium taxes, if any), any difference will be paid in a lump sum to your beneficiary.

Joint Lifetime Options:

- **Life Income Based Upon Two Lives** - periodic payments made for as long as you and a second annuitant live. You may further elect from among the following options:

  - 100% of the payment to continue to the survivor;

  - 66⅔% of the payment to continue to the survivor;

  - 50% of the payment to continue to the survivor;

  - 50% of the payment to continue if the primary annuitant predeceases the second annuitant, 100% of the payment to continue if the second annuitant predeceases the primary annuitant.

- **Life Income Based Upon Two Lives with Period Certain** - periodic payments made for as long as you and a second annuitant live with a specified minimum number of payments guaranteed (5 through 30 years may be elected). If both of you die before the end of the guaranteed period, your beneficiary can choose to either receive the remaining periodic payments or to have the present value of the payments paid in a lump sum.

- **Life Income Based Upon Two Lives with Cash Refund** - (available on a fixed basis only) - periodic payments made for as long as you and a second annuitant live. If both of you die prior to receiving the full amount applied to the option (less premium taxes, if any),

any difference will be paid in a lump sum to your beneficiary.

Note: All Single and Joint Lifetime options are irrevocable (no withdrawals or changes may be made) regardless of the investment option selected.

In no event may annuity payments extend beyond (a) your life; (b) the lives of you and your beneficiary; (c) any certain period greater than your life expectancy; or (d) any certain period greater than the joint life expectancies of you and your beneficiary. In addition, when your payments start, your age plus the number of years for which payments are guaranteed cannot exceed that permitted by the Code minimum distribution regulations.

DISTRIBUTION OPTIONS

The Company may offer one or more Systematic Distribution Options (SDO) that allow for scheduled withdrawals from a participant account. SDO payments are available, where allowed by the plan, to participants who meet certain minimum account value requirements under the contract. Age requirements may also apply.

We reserve the right to discontinue SDO, and to change the terms of future elections of these options. Other options may be added in the future. Additional information on the available options can be provided upon request.

Because SDO payments are not annuity options, the participant account remains in the accumulation phase under the contract. This means that transfers among investment options continue to be available, contract charges continue to apply, and the lump-sum payment and other payment options under the plan continue to be available.

Once elected, you may revoke SDO payments by submitting a revocation form to the ING Service Center. Contact your local representative or our customer service center to obtain the form. The revocation will apply only to amounts not yet paid.

You should carefully assess your future income needs when considering the election of SDO payments. You should also consult your tax adviser prior to requesting the election of these options due to the potential for adverse tax consequences.

DEATH BENEFIT DURING THE ACCUMULATION PHASE

If you die before payments begin, any benefits due under the contract are payable to the plan. The plan's authorized representative will direct us to pay a death benefit to your plan beneficiary in a lump sum or in one of the contract periodic payment options as allowed under your employer's plan. Your plan beneficiary may also be permitted under the plan to elect to defer distribution.

DIRECT DEPOSIT

A direct deposit program for distributions paid directly to you is available at no additional charge. Electronic Funds Transfer (EFT) is an electronic deposit of your payment(s) directly into your checking or savings account by an automated clearinghouse. This allows you to receive your payment(s) more quickly than with traditional check processing.

TAX INFORMATION

Your employer’s 401(a) or governmental 457(b) plan is eligible for favorable tax treatment. Pre-tax contributions and any applicable investment earnings to such plans are not ordinarily subject to federal income tax until distributed to you (or your beneficiary) for benefits due under the plan. Your employer’s plan may also offer a Designated Roth Account, which allows governmental employees to contribute after-tax salary contributions to a Designated Roth Account, providing for tax-free distributions, subject to certain restrictions, as further described below. The contract serves as the vehicle for the plan, providing investment and payment options and other features described in this booklet, but it is not necessary for the plan's favorable tax treatment.

Traditional Governmental 401(a) and 457(b) Plans

- Withholding: Current federal law requires that we withhold federal income taxes from the taxable portion of distributions under the contract made directly to you or to any beneficiaries. Most states also require us to withhold for state income taxes. Withholding does not apply to Traditional Rollover amounts (described below).

- Traditional Rollovers: Federal tax law generally permits eligible distributions to you and your spousal beneficiary to be directly rolled over, without penalty, to another governmental 457(b) plan, a 403(b) program, a 401(a)/(k) plan or a traditional IRA. In addition, non-spousal beneficiaries may rollover to an IRA. Under certain circumstances, however, such rollover amounts may subsequently be subject to an IRS 10% "premature distribution" penalty tax. Unless a statutory exemption applies, the penalty tax currently may be applied to:

- Pre-tax amounts you roll over from a governmental 457(b) plan to a retirement plan that is not another governmental 457(b) plan if the receiving plan later distributes those amounts to you prior to the date you reach age 59½; and

- Pre-tax amounts you roll over from a non-457(b) plan to a governmental 457(b) plan if the receiving plan later distributes those amounts to you prior to the date you reach age 59½.

Note that taxable distributions of non-rollover amounts paid directly from a governmental 457(b) plan currently are not subject to the IRS 10% premature distribution penalty tax.

- Roth In-Plan Rollovers: If permitted under the plan for which the contract is issued and provided the plan offers an applicable Roth 401(k) or Roth 457(b) account (further described below), vested non-Roth amounts otherwise eligible for distribution may be rolled over into a corresponding Roth account within the same plan. The Tax Code provides that, generally, an in-plan rollover to a Roth account is taxable and includable in gross income in the year the rollover occurs, just as if the amount was distributed and not rolled into a qualified account. Amounts rolled-over into an in-plan Roth account cannot subsequently be converted back into a non-Roth account.

457(b) Designated Roth Accounts

The plan may also offer a Designated Roth Account, as described in Tax Code Section 402A, and we may set up accounts for you under the Plan for Designated Roth contributions under which employees can forego the current exclusion from gross income for elective deferrals, in exchange for the future exclusion of the distribution of the deferrals and any earnings thereon. Put another way, participants may elect to make non-excludable contributions to "Designated Roth accounts" instead of making excludable contributions, and to exclude distributions from these accounts from gross income, instead of having distributions included in gross income (if certain conditions are met).

A partial or full withdrawal of purchase payments made by salary deduction to a Designated Roth Account and earnings credited on those purchase payments, or of In-Plan Rollover amounts and earnings credited on those amounts, as described in the "In-Plan Roth Rollover" section above, will be excludable from income if it is a qualified distribution. A qualified distribution from a Designated Roth 457(b) account is one that meets the following requirements:

1. The withdrawal occurs after the 5-year taxable period measured from the earlier of:

   (a) The first taxable year you made a designated Roth 457(b) contribution to any designated Roth 457(b) account established for you under the same applicable retirement plan as defined in Tax Code section 402A;

   (b) The first taxable year for which you made a designated Roth contribution to a designated Roth account previously established for you under another applicable retirement plan, if a rollover contribution was made from such previously established account; or

   (c) The first taxable year in which you made an in-plan Roth rollover of vested non-Roth amounts otherwise eligible for distribution under the same plan; and

2. The withdrawal occurs after you attain age 59½, die (with payment being made to your beneficiary), or become disabled as defined in the Tax Code.

Distributions that do not meet the above requirements are considered nonqualified distributions. A nonqualified distribution from a Designated Roth account is includible in gross income under the Tax Code in proportion to your investment in the contract (basis) and earnings on the contract.

Keep in mind that all distributions from Designated Roth Accounts, including nonqualified distributions, must also meet the requirements for distributions under the applicable plan rules.

Note: Under certain circumstances, an IRS 10% premature distribution penalty tax could apply if you were to roll designated Roth amounts from a 401(k) or 403(b) plan into a Roth 457(b) plan if, when withdrawn, those amounts were considered non-qualified Roth distributions. In-plan Roth rollovers are not subject to the 10% additional tax on early distributions under Code Section 72(t) that would normally apply to distributions from a 401(k) or 403(b) plan (or from a governmental 457(b) plan to the extent such amounts are attributable to rollovers from a 401(a), 401(k), 403(a) or 403(b) plan). However, a special recapture rule applies when a plan distributes any part of the in-plan Roth rollover within a five-taxable-year period, making the distribution subject to the 10% additional tax on early distributions under Code Section 72(t) unless an exception to this tax applies or the distribution is allocable to any nontaxable portion of the in-plan Roth rollover. The five-taxable-year period begins January 1 of the year of the in-plan Roth rollover and ends on the last day of the fifth year of the period. This special recapture rule does not apply when the participant rolls over the distribution to another designated Roth account or to a Roth IRA but does apply to a subsequent distribution from the rolled over account or Roth IRA within the five-taxable-year period.

The tax rules associated with Roth accounts and in-plan Roth rollovers can be complex and you should seek qualified legal and tax advice regarding your particular situation.

IRS Circular 230 Disclosure: These materials are not intended to be used to avoid tax penalties, and were prepared to support the promotion or marketing of the matter addressed in this document. The taxpayer should seek advice from an independent tax adviser.

CHANGES TO THE CONTRACT

The Company and your employer may change the contracts at any time by written mutual agreement.

The Company, through its authorized officers, may change the contract by giving written notice to your employer 30 days prior to the effective date of the change. The contract may also be changed to comply with federal or state law. Changes to certain contract provisions may apply only for new participants and contributions made to accounts after the change is effective. Any change will not affect the amount or terms of any annuity or periodic payment option beginning prior to the effective date of the change unless it is deemed necessary for the plan or contract.

Your employer has the right to surrender the contract for the contract value, subject to any adjustment that may apply under contract terms. In addition, any time after the completion of five contract years and in accordance with the terms of the contract, the Company has the right to terminate the contract by giving your employer a 90-day written notice to pay out the full value without charges.

SUSPENSION OF FINANCIAL TRANSACTIONS OR PAYMENT DELAY

In accordance with applicable federal securities laws and regulations, we reserve the right to suspend financial transactions or postpone payments from accounts during times when the following situations may occur:

1) The New York Stock Exchange (NYSE) is closed or trading on the NYSE is restricted, or

2) The U.S. Securities and Exchange Commission determines that a market emergency exists or restricts trading for the protection of investors.

The Company, under certain emergency conditions, may also defer any payment from the credited interest options (Fixed Account and GAA) for a period of up to 6 months (unless not allowed by state law), or as provided by federal law.

QUESTIONS OR COMPLAINTS

Questions? Please contact us at the toll-free phone number found in your enrollment material.

Complaints? Please contact us at ING Life Insurance and Annuity Company, Contact Center – B2S, PO Box 99065, Hartford, CT 06199-0065, or contact us at the toll-free phone number found in your enrollment material.

APPENDIX A

UNDERSTANDING VARIABLE ANNUITIES

Prior to your purchase of a variable annuity[1], you should carefully read the product's prospectus, prospectus summary, or other disclosure document for complete information about fees and charges, investment risks and other important information. This document reviews in general terms various features of variable annuities of which you should be aware.

What Is a Variable Annuity? Variable annuities offer investment features similar in many respects to mutual funds. However, a typical variable annuity offers certain features not commonly found in mutual funds: i) tax-deferred treatment of earnings; ii) a death benefit; and iii) annuity payout options that can provide guaranteed income for life or a specified period of time.

In a deferred variable annuity, premiums are allocated among investment portfolios (commonly referred to as subaccounts). In the contract's distribution phase, money is withdrawn typically as a lump sum or through various annuity payment options.

How Do Returns Fluctuate? A variable annuity's rate of return is not stable. It varies with the stock, bond, and money market subaccounts that you choose as investment options. There is no guarantee that you will earn any return on your investment and there is a risk that you will lose money.

Liquidity and Early Withdrawals. Deferred variable annuities are long-term investments. Many variable annuities assess sales charges upon surrenders or early withdrawals within a specified period, which can be as long as 10 years. In addition, withdrawals before an investor reaches the age of 59½ are generally subject to an IRS 10% premature distribution penalty tax, in addition to any gain being taxed as ordinary income, unless an exemption applies. *Withdrawals taken from 457(b) deferred compensation plans are not subject to the IRS 10% premature distribution penalty tax.*

Charges. Most variable annuities have a sales charge. Many variable annuities impose front-end, asset-based sales charges and/or surrender or early withdrawal charges. In addition to sales charges, variable annuities typically assess:

- **mortality and expense risk charges or daily asset charges**, for the insurance company to cover guaranteed death benefits and certain annuity payout options;
- **administrative fees**, for record-keeping and other administrative expenses;
- **underlying fund advisory fees and expenses**, charges relating to the investment subaccounts to which you allocate assets; and
- **charges for riders,** such as minimum guaranteed withdrawal benefits.

Taxes. Contributions and earnings in a variable annuity accumulate tax deferred, until the accumulated amounts are withdrawn, distributions commence, or a required withdrawal is not taken.

Variable Annuities Within IRAs and Retirement Accounts. You should be aware that because IRAs and retirement accounts are already tax-advantaged, a variable annuity will provide no additional tax savings. Also, variable annuities may be a more costly alternative than other available investments such as mutual funds.

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[1] The term "variable annuity," as used in this document, is intended to cover funding agreements as well.

APPENDIX B

Payment of Surrender Value from Fixed Account

The Company will make an unadjusted lump-sum payment on any Fixed Account surrender if the withdrawal is taken proportionately from all your investment options and where the purpose is to pay a benefit payment under the plan for reasons of:

- Code 457(b) deferred compensation plans: retirement, separation from service with your employer, death, employer-certified unforeseeable emergency, loan, or in-service withdrawals (as permitted under the Code);

- Code 401(a) pension plans: retirement, separation from service with your employer, death, disability, hardship, loan, or in-service withdrawals after age 59½ (as permitted under the Code).

However, on all withdrawals that are classified as surrenders or for any benefit taken disproportionately from the Fixed Account, we will pay the Fixed Account surrender value in one of the following two ways, as elected by your employer:

1. In equal payments, with interest, over a period not to exceed 60 months. The credited interest, as used here, will not be more than two percentage points below any rate determined prospectively by us for this class of contract. In no event will the credited interest rate be less than the minimum guaranteed interest rate applicable to your contract (see details under "Credited Interest Options" in this booklet's Contract Investment Options section).

or

2. As a single payment that has been subjected to a Fixed Account Market Value Adjustment. The payment amount will be equal to the lesser of (1) or (2):

   (1) The value of the following factor multiplied by the amount being withdrawn on the date of the surrender:

   $$\text{Factor} = \frac{(1 + a)^{5.25}}{(1 + b)^{5.25}}$$

   Where: a is the Fixed Account credited rate as of the date of surrender; and

   b is the rate for a 7-year Treasury Bond as published in the Citigroup Bond Market Roundup (if unavailable, a similar service will be utilized) for the week prior to the surrender plus 0.25%.

   (2) The value of the amount being surrendered.

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