

ING FIXEDDESIGN ANNUITIES

Fixed Annuity Application

IMPORTANT INFORMATION AND REMINDERS

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- Only one product is selected per application. (Complete a separate application for each additional product to be purchased.)
- If SPIA, a Single Premium Payout Choices Information page is completed (attached at the back of this form for your convenience).
- Applicable strategy allocations total 100%.
- The initial premium meets the product's minimum requirements.
- Any future premiums are identified in section 3.
- If a transfer is required, the approximate transfer amount is entered in section 3.
- The tax type for this new annuity (i.e.: Non-Qualified, IRA, SIMPLE IRA, TSA) is indicated in section 2, and any applicable conversion/establishment dates are provided.
- If the transfer involves a non-qualified annuity or life insurance policy and is "like to like", 1035 Exchange is selected.

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- If a replacement is involved, the appropriate transfer and state replacement forms are complete and submitted with this form.
- The name, address, date of birth, and Social Security Number/Tax Identification Number is provided for each individual/entity named.
- For non-natural owners, documentation is included (trust documents, corporate resolution, power of attorney paperwork, etc.) confirming the person is allowed to act on behalf of the owner. Remember to include the signature page with the documentation.

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- The Primary or Contingent status for each named Beneficiary is selected in section 7.
- Each Beneficiary is named individually. If there are any trust designations, the trust name is included.
- Designated Beneficiary (Primary and Contingent) percentages are clearly entered and each beneficiary type (Primary and Contingent) totals 100%.
- If there are additional Beneficiaries, they are clearly entered in section 8.

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- The Owner signed and dated section 10. Be sure to include the city and state where this application is signed.
- If this form is signed by a Power of Attorney, Legal Guardian, etc., a copy of the appropriate supporting documentation is provided confirming the signer's ability to act on behalf of the owner.
- The Owner enclosed the check or 1035/transfer paperwork.
- The correct product disclosure, which explains specific product information such as surrender charges, partial withdrawals and MVA provision (if applicable), was provided and read to the applicant. The disclosure also has applicant and agent signatures.

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- The name, agent number, Social Security Number, phone number, and signature for the agent are provided.
- If more than one agent is listed, the agent commission split is entered and totals 100%.
- Copies of all presented sales materials were left with applicant for future reference.

Single Premium Immediate Annuity (SPIA) Information

- The Single Premium Immediate Annuity information is completed (if applicable). If the Life Income Only payout option is selected, owner(s) have also initialed under the disclaimer.

Automatic Programs Request

- Bank information is verified.
- If EFT or Direct Deposit option is selected, a voided check is submitted with the application.

MAILING INSTRUCTIONS

Send completed and signed documents to :

For Regular Mail:

ING FIXEDDESIGN
Attn: New Business
P.O. Box 617
Des Moines, IA 50303-0617

For Overnight Delivery:

ING FIXEDDESIGN
Attn: New Business
909 Locust Street
Des Moines, IA 50309-2899

Questions? Call:

Licensing Department - 800-369-5305
Client Services Department - 800-369-5303
Sales Desk - 800-369-5301

APPLICATION

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

1. PRODUCT SELECTION (Select One.)

All products or strategies may not be available in all states.

Flexible Premium Products

- Secure Index Five Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- Secure Index Seven Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- Selectra Multi-Strategy Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 One-Year Fixed Rate Strategy _____ %
 Annual Reset Equity Index Strategy _____ %
 Total Return Strategy _____ %
 Total 100%

- Income Outcome Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Retirement Index Strategy _____ %
 Total 100%

- Secure Index Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Interest Strategy _____ %
 Traditional Index Strategy _____ %
 Guaranteed Index Strategy _____ %
 Total 100%

Single Premium Products

- Secure Opportunities Plus Equity Indexed Deferred Annuity**
 Initial Premium Allocation (Use whole percentages only):
 Fixed Rate Strategy _____ %
 Point-to-Point Participation Index Strategy _____ %
 Point-to-Point Cap Index Strategy _____ %
 Monthly Average Index Strategy _____ %
 Total 100%

- MarketSmart Index Deferred Annuity**
 5 6 7 10

- MultiSet Plus Guaranteed Deferred Annuity**
 5 6 7 8 9 10

- Single Premium Immediate Annuity**
 (Please complete Single Premium Immediate Annuity Payout Choices Request and submit with application.)

- Other Product** _____

2. PLAN TYPE FOR NEW CONTRACT

(Qualified or Non-Qualified. Please select one.)

- Non-Qualified:** Non-qualified 1035 Exchange ("Like to Like" transfer) Non-qualified Transfer
-
- Qualified:** IRA Contribution IRA Transfer IRA Rollover from Qualified Plan
 SEP-IRA 403(b) Qualified Other _____
 Roth IRA Simple IRA

If applicable, has the Required Minimum Distribution for the current tax year been met? Yes No

If this is an IRA contribution, please indicate the amount and tax year. _____

3. CONTRACT INFORMATION

Frequency and Amount of Premium Payment

Initial Purchase Payment: \$ _____ AND/OR Estimated Amount of Transfer/1035 Exchange: \$ _____
 Future Payments: \$ _____ Frequency: Monthly Quarterly Semi-Annually Annually

If this application is for a SEP-IRA or SIMPLE IRA, please complete a "Group-Billing Information" sheet. Submit it with this form.

4. REPLACEMENT

Do you have any existing life insurance policies or annuity contracts? Yes No

Will this contract replace any life insurance policy or annuity contract in this or any other company? Yes No

If "Yes", please identify each policy or contract and the issuing company.

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

Company _____ Policy/Contract # _____

5. ANNUITANT

Name _____

SSN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

Joint Annuitant (Does not apply if a qualified plan.)

Name _____

SSN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

6. OWNER (If different than Annuitant)

If a non-natural owner, please provide proper documents.

Name _____

SSN/TIN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

Joint Owner (Does not apply if a qualified plan.)

Name _____

SSN/TIN _____ Birth Date _____ Sex Male Female

Address (Street/P.O. Box) _____

City _____ State _____ ZIP _____ Phone # _____

7. BENEFICIARY(S) - Must be completed.

Restricted Beneficiary - If requested, complete a "Beneficiary Designation With Restricted Payout" and submit with this form.

Beneficiary proceeds will be split equally if no percentages are provided.

Primary Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Primary Contingent Beneficiary

Name _____ Birth Date _____ Percent _____ %

SSN/TIN _____ Relationship to Annuitant _____

Address _____

Please use the space in section 8 if you need to list more Beneficiaries.

8. SPECIAL REMARKS

9. STATE REQUIRED NOTICES

Below are notices that apply only in certain states. Please read the following carefully to see if any apply in your state.

Arizona: On receiving your written request, we will provide you with information regarding the benefits and provisions of the annuity contract for which you have applied. If you are not satisfied, you may cancel your contract by returning it within 20 days after the date you receive it. Any premium paid for the returned contract will be refunded without interest.

California Reg. 789.8: The sale or liquidation of any asset in order to buy insurance, either life insurance or an annuity contract, may have tax consequences. Terminating any life insurance policy or annuity contract may have early withdrawal penalties or other costs or penalties, as well as tax consequences. You may wish to consult independent legal or financial advice before the sale or liquidation of any asset and before the purchase of any life insurance or annuity contract.

Colorado: It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Florida: Any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim or an application containing false, incomplete, or misleading information is guilty of a felony of the third degree.

Kentucky: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

New Jersey: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

Ohio: Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Pennsylvania: Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

Virginia: Any person who, with the intent to defraud or knowing that he is facilitating a fraud against an insurer, submits an application or files a claim containing a false or deceptive statement may have violated the state law.

Arkansas, Washington D.C., Hawaii, Louisiana, Maine, New Mexico, Oklahoma, and Tennessee: Any person who knowingly and with intent to injure, defraud or deceive any insurance company, submits an application for insurance containing any materially false, incomplete, or misleading information, or conceals for the purpose of misleading, any material fact, is guilty of insurance fraud, which is a crime and in certain states, a felony. Penalties may include imprisonment, fine, denial of benefits, or civil damages.

10. APPLICANT SIGNATURES AND ACKNOWLEDGEMENTS

(Please read carefully and sign below.)

Important Information: To help the government fight the funding for terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. **What this means to you:** When you apply for an annuity, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents.

The annuity applied for does not take effect until ING USA Annuity & Life receives the purchase payment. Make checks payable **ONLY** to ING USA Annuity and Life Insurance Company. Do not make checks payable to the agent, an agency or another company. Only the President, Vice President, or Secretary of ING USA Annuity & Life may modify, discharge or waive any of its rights under the contract.

I agree that, to the best of my knowledge and belief, all statements and answers in this application are complete and true. I understand that the statements and answers may be relied upon by ING USA Annuity & Life in deciding whether to issue the contract.

I have been advised:

- 1) the value allocated to any Account subject to a Market Value Adjustment may increase or decrease if surrendered or withdrawn prior to a specified date(s) as stated in the contract.
- 2) if the annuity applied for offers an Equity Index Strategy, contract values may be affected by an external index. The contract does not directly participate in any stock or equity investments. Any values shown, other than guaranteed minimum values, are not guarantees, promises or warranties.
- 3) that cash values under a flexible premium annuity where one premium is paid may be lower than cash values under a single premium annuity, and that purchase of a flexible premium annuity may be inappropriate in such case.

I have reviewed a copy of any disclosure material that applies to this contract. I have also received an original or a copy of any written, printed, or electronic communications used to present this product. I understand there is a penalty for early surrender of the annuity.

My signature certifies that the taxpayer identification number provided is correct. Unless and until you are otherwise notified, I am not subject to backup withholding because: I am exempt; or I have not been notified that I am subject to backup withholdings resulting from failure to report all interest dividends; or I have been notified that I am no longer subject to backup withholding. (Strike out the preceding sentence if subject to backup withholding.) I also affirm that I am a U.S. person (this includes a U.S. resident alien). Note: The IRS does not require your consent to any provision of this document other than the certifications required to avoid backup withholding.

Signed at (City, State) _____ Date _____

Owner Signature _____

Joint Owner Signature (if applicable) _____

11. AGENT INFORMATION AND SIGNATURE

Do you have reason to believe that the contract applied for will replace any existing annuity or life insurance coverage?

Yes No (If "Yes", complete and attach a copy of any state replacement forms that apply.)

If your state has adopted the NAIC Model Replacement Regulation, did you remember to do the following?

Provide any required replacement notice to the client and offer to read it aloud? (Note: If either of the questions in Replacement Section 4 is answered "Yes", you must provide a replacement notice.)

Complete the replacement notice for your state if another insurance contract is being replaced?

Complete any required state specific paperwork?

By signing below you certify: 1) any sales material was shown to the applicant and a copy was left with the applicant, 2) you used only insurer-approved sales material, 3) you have not made statements that differ from the sales material, and 4) no promises were made about the future value of any contract elements that are not guaranteed (This includes any expected future index gains that may apply to this contract.)

Compensation Alternative (Choose one. If no choice is made, Option A will be the default. Please verify which options are available.):

Option A - No Trail

Option B - Trail

Option C - Trail

Option D - Trail

Check here if there is more than one agent on this contract.

Split for Agent #1 _____%, Agent #2 _____%, Agent #3 _____%

Please note: Compensation will be split equally if no percentages are indicated. Partial percentages will be rounded up. Agent #1 will be given the highest percentage in the case of unequal percentages. Agent #1 will receive all correspondence regarding the policy.

Agent #1

Name (print) _____ Signature _____

Agent Number/SSN _____ License # (FL agents only) _____

Address _____ City _____ State _____ ZIP _____

Agent Phone Number _____ Email Address _____

Marketing Organization _____ Marketing Organization Phone Number _____

For questions, call: Agent Marketing Organization

Agent #2

Name (print) _____

Agent Number/SSN _____ License # (FL agents only) _____

Agent #3

Name (print) _____

Agent Number/SSN _____ License # (FL agents only) _____

SINGLE PREMIUM IMMEDIATE ANNUITY (SPIA) INFORMATION

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

Owner Name _____ SSN _____

1. PAYOUT DURATION (Select A or B.)

If you would like your payments deposited directly into your bank account, please complete the Bank Account Information section on the Automatic Programs Request.

A. **Period Certain** of _____ Years and _____ Months (Proceed to Section 2.)

B. **Life Contingent** (Select i. or ii.)

i. Single Life

ii. Joint Life (Select the percentage paid upon death):

100% 75% 67% 50%

Joint Payee Information

Name _____ Birth Date _____

Address _____ SSN _____

Life Contingent Payout Options (Complete if i. or ii. above is selected.)

Note: For any Life Contingent Payout Options, proof of age is required for all payees. Driver's license, passport, or birth certificate are the only documents accepted as proof of age.

Life Income Only (All owners must also initial the disclaimer below.)

Disclaimer: You have elected a Life Income Only option which means that payments will be made during the life of the annuity. After the annuitant's death, no further payments will be made. If this is a Joint Life Income Only option, after the last annuitant's death, no further payments will be made. No payments will be made to the annuitant's estate or to any other person.

Owner Initials: _____

Joint Owner Initials: _____

Life Income with Period Certain of:

_____ years and _____ months

Life Income with Installment Refund

Life Income with Cash Refund

2. INCREASING PAYOUT OPTION (Select No or Yes.)

No

Yes (If "Yes", choose one): _____ 3% OR _____ 6% (Available for Period Certain Only payout.)

3. FREQUENCY OF PAYMENT (Payment Period)

Monthly Quarterly Semi-Annually Annually

4. INCOME START DATE

This date will be one payment period from the date premium is received unless stated here. If the date identified will result in less than an entire payment period, the payout amount will be adjusted accordingly.

_____ / _____ / _____
 mm / dd / yy

5. TAX WITHHOLDING

I do not want income tax withheld.

I would like the following federal income tax withheld:

\$ _____ or _____ %

Note: If the income tax election is not selected, a minimum of a 10% federal income tax and any state-mandated income tax will be automatically withheld from the taxable amount on any distribution. Withholding will only apply to the portion of your distribution that is included in your income subject to federal income tax. For example, there will be no withholding on the return of your own nondeductible contributions to the contract. If you do not elect withholding or if you do not have enough tax withheld, you are liable for payment of federal income tax on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding are inadequate.

6. AUTHORIZATION

Owner Signature _____ Date _____

Joint Owner Signature (if applicable) _____ Date _____

AUTOMATIC PROGRAMS REQUEST

ING USA Annuity and Life Insurance Company (ING USA Annuity & Life)
 Service Office: P.O. Box 617, Des Moines, IA 50303-0617
 Overnight Address: 909 Locust Street, Des Moines, IA 50309-2899

Owner Name _____ SSN _____

OPTIONAL SYSTEMATIC PARTIAL WITHDRAWALS (Select one.)

To have withdrawals from your annuity contract deposited into your bank account, please complete the Bank Account Information Section below.

- Maximum amount available without surrender charges/MVA
- Specified Payment: \$ _____ (\$25.00 Minimum)
- Specified Percentage: _____%

Frequency: Monthly Quarterly Semi-Annually Annually

Starting (any day through the 28th): _____ (MM/DD/YYYY)

Must wait 30 days after the initial payment has been received to begin withdrawals.

- I do not want income tax withheld
- I would like the following federal income tax withheld: \$ _____ or _____%

If the income tax election is not selected, a 10% federal income tax and any state-mandated income tax will be automatically withheld from the taxable amount on any distribution. If you do not elect withholding or if you do not have enough tax withheld, you are liable for payment of federal income tax on the taxable portion of your distribution. You may also be subject to tax penalties under the estimated tax payment rules if your payments of estimated tax and withholding are inadequate.

OPTIONAL PRE-AUTHORIZED ELECTRONIC FUNDS TRANSFER (EFT) PAYMENT PLAN (Complete bank account information below.)

To have ING USA Annuity & Life withdraw payments from your bank account and deposit it into your annuity contract, please complete the Bank Account Information Section below.

I understand that all payments made will be allocated pro rata according to the initial allocations entered on this form. I understand and agree to indemnify ING USA Annuity & Life for any costs incurred should there be insufficient funds in the account listed below.

Deduction Frequency: Monthly Quarterly Semi-Annually Annually

Amount _____ (\$25.00 Minimum) Date to Start Transfer _____

BANK ACCOUNT INFORMATION (Please verify this information with your bank prior to submission.)

I hereby authorize ING USA Annuity & Life to initiate a debit/credit entry(ies) to the account indicated below and in the amount and frequency listed above. This authorization shall remain in force until I give ING USA Annuity & Life written notice of termination of this authorization and sufficient time to process. A voided check is required. Deposit slips will not be accepted in lieu of voided checks.

Bank Name _____

Bank Routing/ABA Number _____ Bank Phone Number _____

Bank Address _____ City _____ State _____ ZIP _____

Bank Account Number _____ Bank Account Type Checking Savings



AUTHORIZATION

Owner Signature _____ Date _____

Joint Owner Signature (if applicable) _____ Date _____

ARIZONA NOTICE

Important Information for Applicants Age 65 and Older

You have purchased an annuity contract. Carefully review it for limitations.

On written request, we are required to provide within a reasonable timeframe, factual information regarding the benefits and provisions of this Contract to the Owner, and for any reason this Contract may be returned within 30 days from the date you receive it for a full refund by returning it to the Insurance Company or agent who sold you this Contract. After 30 days, cancellation may result in a substantial penalty, known as a surrender charge.

SECURE INDEX SEVEN ANNUITY DISCLOSURE

ING USA Annuity and Life Insurance Company
Service Office: P.O. Box 617, Des Moines, IA 50303-0617

Contract Form Series: IU-IA-3025

Some features of this annuity may not be available in all states or may vary by state. If you have any questions please contact your representative or the Company for details. This form is not intended to be a complete explanation of your annuity. Only your annuity contract contains complete details. Please read the disclosure, sign below and return all pages.

1. WHAT IS AN ANNUITY?

An annuity is a long-term financial product offered by insurance companies. This annuity is a flexible premium deferred annuity, which means you can make more than one premium payment and receive an income from this annuity at a later date.

Free Look Period

After you receive your contract, you have a number of days to review your annuity contract. During that period, if you decide against the purchase, you can return the contract and receive a complete refund of your premium.

Interest Rate Hold Period

If your initial premium consists of money that is transferred from another product, the interest rate shown is subject to change. If the company does not receive the money within a specified number of days from the date on which it sends a written transfer request to the company that issued the existing product, the interest rate may change. If a strategy contains a participation rate and/or a cap, these elements may also change if we do not receive the money within the number of days allowed. Ask your representative for the number of days allowed.

2. HOW MUCH WILL I EARN ON MY ANNUITY?

When you purchase a Secure Index Seven Annuity, you can choose different strategies for your money. Each strategy earns interest differently.

Fixed Rate Strategy

Each premium and redistribution allocated to this strategy earns interest at a stated fixed rate. For each premium and redistribution, interest is credited based on the new money rates in effect at the time the money is received, and that rate is guaranteed for one year. The interest rate for this strategy is declared in advance and guaranteed for one year, and may change annually.

Index Strategies

Index Credit is the amount that each premium and redistribution in a given strategy will earn based on the performance of the S&P 500[®] Index¹. The performance of the Index is measured over a one-year term called an indexing period. For each premium and redistribution, the annual growth of the Index is determined by comparing the Index number as of the start of the indexing period and the Index number as of the end of the indexing period.

Point-to-Point Participation Index Strategy

Index Credit for this strategy will be determined by calculating a percentage (Participation Rate) of the annual growth in the S&P 500[®] Index¹. The Participation Rate is declared in advance for each premium and redistribution and is guaranteed not to change for one year unless that value is redistributed.

Point-to-Point Cap Index Strategy

Index Credit for this strategy will be determined by using the annual growth of the S&P 500[®] Index¹, up to a stated Index Cap. The Index Cap is the maximum Index Credit that may be applied at the end of each indexing period. It is declared in advance for each premium and redistribution and is guaranteed not to change for one year unless that value is redistributed.

Monthly Average Index Strategy

Index Credit for this strategy will be determined by calculating a percentage (Participation Rate) of an averaged index growth as measured over the indexing period, minus a stated Index Spread. Average Index growth is determined by comparing the Index number as of the start of the indexing period and the average of the Index numbers on each of the twelve monthly anniversaries following the start of the indexing period. The Participation Rate and Index Spread are declared in advance for each premium and redistribution and are guaranteed not to change for one year unless that value is redistributed.

Minimum Guaranteed Contract Value

Your contract guarantees that the Minimum Guaranteed Contract Value will not be less than 100% of premiums less premium taxes and partial surrenders if applicable, accumulated at the Minimum Guaranteed Contract Rate, less surrender charges. The Minimum Guaranteed Contract Rate is explained in your contract.

3. WHAT HAPPENS WHEN I NEED MY MONEY?

You can make partial withdrawals, withdrawals for nursing home expenses, or receive periodic income payments from your annuity. When you access your money in these ways, the value of your withdrawal is based on the Contract Accumulation Value. The Accumulation Value for each strategy is calculated separately according to its interest crediting strategy. The sum of Accumulation Values from all strategies is the Contract Accumulation Value. Withdrawals will be taken on a pro-rata basis from each strategy utilized on a last-in, first-out basis.

¹"S&P 500[®]" is a trademark of The McGraw-Hill Companies, Inc. and has been licensed for use by ING USA Annuity and Life Insurance Company. The product is not sponsored, endorsed, sold or promoted by Standard & Poor's and Standard & Poor's makes no representation regarding the advisability of purchasing the product. The S&P 500 Index does not reflect dividends paid on the underlying stocks.

3. WHAT HAPPENS WHEN I NEED MY MONEY? (continued)

Partial Withdrawals

During the first contract year, you may make systematic withdrawals of interest that has been credited to your contract without a surrender charge from the Fixed Rate Strategy only. After the first contract year, you may withdraw, per contract year, up to 10% of the Contract Accumulation Value (including any previous withdrawals in the contract year) without surrender charges.

Cash Surrender Value

The Cash Surrender Value of this contract equals the greater of the Minimum Guaranteed Contract Value or the Accumulation Value less any surrender charges. You may elect to receive your Cash Surrender Value as a lump sum, or after the first contract year as a series of income payments based on a payout option you select. Options include ones that could guarantee an income for your lifetime or for a specified period of years as explained in your contract.

Surrender Charges

During the surrender charge period, if total amount withdrawn in a contract year exceeds 10% of the Contract Accumulation Value, the entire amount withdrawn during that contract year will be subject to a surrender charge. **The surrender charge means that you may not get all your money back if you surrender the contract.**

The surrender charge is a percentage of the amount withdrawn as shown below.

Contract Year	1	2	3	4	5	6	7	8+
Percentage	12%	11%	10%	10%	9%	8%	7%	0%

For Alabama, New Jersey, Oregon and Washington, the surrender charge is a percentage of the amount withdrawn as shown below.

Contract Year	1	2	3	4	5	6	7	8+
Percentage-Ages 0-55:	12%	11%	10%	10%	9%	8%	7%	0%
Percentage-Ages 56+:	8%	7%	6.5%	5.5%	4.5%	3.5%	2.5%	0%

Nursing Home Waiver

You have access to the full accumulation value of your annuity (no surrender charge) if the annuitant becomes hospitalized or confined to an eligible nursing home. The hospitalization or confinement must begin after the contract effective date and must continue for at least 30 consecutive days. (Not available in Massachusetts or Texas.)

Death Benefit

Upon the death of the annuitant, the company waives any applicable surrender charge and pays the accumulation value directly to the designated beneficiary. The accumulation value paid on death will not receive an Index Credit for any index growth occurring during the indexing period in which the death occurred. The Internal Revenue Code requires payment of the death benefit upon the death of an owner. Your annuity contract contains complete details.

Tax Treatment

When you make withdrawals or surrender your annuity, you may be subject to federal income tax on the amount withdrawn. In addition, you may be subject to a 10% federal penalty tax if you make withdrawals or surrender your annuity before age 59 1/2. Federal law requires the withdrawals be taken first from interest earnings. State premium taxes may reduce the final value of your annuity. If this is a qualified annuity, all distributions may be taxable. Taxable distributions may also be subject to state income tax.

4. CAN I REDISTRIBUTE MY MONEY BETWEEN STRATEGIES?

You are allowed to redistribute money between currently offered strategies without a surrender charge. Redistributions are allowed at any time during the 30 days following the contract anniversary. For all strategies, the effective date of the redistribution is the contract anniversary immediately preceding the redistribution date. All redistributions are taken from the accumulation value of the affected strategies. Please see your contract for specific details on how the redistribution pro rata withdrawal adjustment is calculated.

5. AGENT COMPENSATION

The following is a general discussion of the compensation the Company pays for the sale of its annuity contracts. The Company pays commissions and other sales expenses from its general assets and revenues, including amounts it earns from fees and charges under the contracts. The price of an annuity is set by the Company, and reflects the compensation it pays for the sale of the contracts. It also covers the cost of contract guarantees, other costs such as the design, manufacture and service of the contracts, as well as the investment management needed to support the contracts' values.

Agents earn a commission for each Company contract sold. The commission is generally a percentage of the contract premiums you pay. The percentage may be higher for agents that sell a larger number of Company contracts. Agents also receive compensation for any additional amounts you add to your annuity contract. The actual percentage and amount of commission paid will vary based on the specific circumstances of your purchase.

Agents may receive additional compensation from the Company as a reward for things like achieving certain sales volume levels, sales contest objectives or other measures. The Company may also pay for agent education, training or attendance at conventions, and may pay bonuses, provide financing, or provide other payments or benefits. In addition, agents may be associated with marketing organizations (MOs) that have agreements with us. In these instances, the Company may pay the commission, in whole or in part, directly to the MO. The MO may, in turn, pay the agent a commission.

6. OTHER NOTES

- If you surrender your contract, you may receive back less than your original premium due to surrender charges.
- Any examples or historical performance shown should not be considered a representation of future performance of your annuity contract. Future performance may be greater or less than any performance shown in connection with the sale and issue of your annuity contract.
- Annuities are not insured by the FDIC or any other agency of the United States, any financial institutions or its affiliates. Annuities are not deposits or obligations of, nor guaranteed by, any financial institution or its affiliates.
- If this annuity is replacing an existing annuity, it is important that you compare the two, taking into account whatever surrender charges you may incur on the surrender of the existing annuity and your need to access your money. For information about your existing annuity, contact the issuing company.
- IRAs and qualified plans already receive tax-deferred treatment. If this annuity will be used for an IRA or qualified plan, consider other features about this annuity in your purchase decision.
- Neither the company nor its agents or representatives may give tax or legal advice. Consult with your tax advisor or attorney as to the applicability of this information to your own situation.

7. APPLICANT STATEMENT

I have read, or have been read, this document and understand its contents. By signing below, I acknowledge and understand the following:

- I have applied for an annuity. In doing so, I have discussed my investment objectives, my anticipated financial needs and my risk tolerance with my agent and believe this annuity meets my current financial needs and objectives.
- It is within the Company's sole discretion to set the interest rate on this annuity, subject to the minimum guaranteed value contained in the contract.
- Values of this annuity are not federally insured by the FDIC, the Federal Reserve Board or any other federal or state agency.
- Withdrawals may be subject to surrender charges and/or market value adjustments.
- Any values referred to in this document (other than the minimum guaranteed values) are not guarantees, promises or warranties.

Owner(s)/Applicant(s) Name (Please print) _____

Owner(s)/Applicant(s) Signature(s) _____

Social Security # _____ Phone # _____ Date _____

8. AGENT STATEMENT

By signing below, I acknowledge that I have reviewed this document with the applicant. I certify that a copy of this document, a copy of the Buyer's Guide, as well as any advertisement used in connection with the sale of this annuity, has been provided to the applicant. I have not made statements that differ in any significant manner from this material. I have not made any promises or guarantees about the future value of any nonguaranteed elements.

If this sale does not satisfy the company's replacement policy, check this box and attach an explanation.

Agent Name (Please print) _____

Agent Signature _____ Date _____



TRANSFER/1035 EXCHANGE

ING USA Annuity and Life Insurance Company
Service Center: P.O. Box 617, Des Moines, IA 50303-0617

Questions? Call 800-369-5303.

1 CURRENT CONTRACT INFORMATION (Please print.)

Contract/Policy Number Being Exchanged/Transferred	Phone # of Current Insurance Company/Financial Institution (REQUIRED)
Current Insurance Company/ Financial Institution	Investment Vehicle (e.g. Life Ins, Fixed Annuity, Variable Annuity, CD, Mutual Fund, etc.)
Street Address of Current Insurance Company/Financial Institution	City State/ZIP
Insured's/Annuitant's Name	Insured's/Annuitant's SSN
Owner(s) Name (Complete only if Insured/Annuitant is not Owner.)	Owner(s) SSN
Owner(s) Address	City State/ZIP

PLEASE SELECT A, B, OR C BELOW (Select one.)

A **1035 EXCHANGE** (To elect this option, the exchange must be made to a **new** annuity contract.)

Option 1 - Complete Exchange

I hereby make a complete and absolute assignment and transfer all rights, title, and interest of every nature and character in the life insurance policy or annuity contract listed above to ING USA Annuity and Life Insurance Company (the Company) in an exchange intended to qualify as a tax-free exchange under Section 1035 of the Internal Revenue Code (Code). I understand that the Company will, upon receipt of the Request and Application for a new annuity contract, request the complete surrender of the policy or contract listed above and apply the cash surrender value to the new annuity contract being issued as part of this tax-free exchange.

Option 2 - Partial Exchange \$ _____ or _____ % (Check availability prior to submission.)

I intend to retain full ownership of my existing life insurance policy or annuity contract. I want to make a partial tax-free exchange in conformity with Section 1035 of the Code by assigning a portion (set forth above) of the accumulated value to the Company and having that amount transferred directly to the Company to purchase a new annuity contract. I understand that upon receipt of the Application for a new annuity contract, and upon receipt of the amount transferred from the policy or contract listed above, the Company will apply the amount received to the new annuity contract. I request that the amount of the accumulated value indicated above be withdrawn from the policy or contract listed above and transferred to the Company in the partial exchange.

I certify that I am not requesting this exchange to avoid the tax imposed by Section 72(e) of the Code and the regulations thereunder, or any other section of the Code. Please do not process this partial exchange if (1) the partial exchange is from a life insurance policy, and (2) the partial withdrawal would cause the life insurance policy to become a Modified Endowment Contract or violate Section 7702 of the Code.

B **IRA OR OTHER QUALIFIED ACCOUNT TRANSFER** (Certain restrictions may apply.)

From: TSA 401(k) 457 Plan Pension Plan Roth IRA SEP-IRA Traditional IRA SIMPLE IRA Other
(All existing TSA loans must be reconciled with your current carrier prior to the transfer.)

I wish to liquidate and transfer the entire value or partial value (in the amount of) \$ _____ or _____ %
of my present qualified account to the contract I have established through ING USA Annuity and Life Insurance Company.

If this is a transfer into an existing contract, please provide the existing Contract Number: _____.
Without this contract number, the transfer must be made into a new contract.

The following options only apply to 403(b) plans, SEP-IRAs, Traditional IRAs, and SIMPLE IRAs which are directly transferred, in whole or in part, to the Company. (Please provide the following account information if the transfer occurs during or after the calendar year in which you attain age 70 1/2:

(1) My Required Minimum Distribution (RMD) for this tax year:

- Has already been distributed to me from the contract/policy/account listed above or from another source.
 Has not been distributed to me. Please calculate my RMD from the new annuity contract according to current IRS guidelines and distribute only that amount to me.

Account Value plus Actuarial Present Value, if any, as of December 31 immediately preceding this calendar year:
\$ _____ (The Actuarial Present Value must be obtained from your current carrier).

(2) My RMD for the previous calendar year: (Complete this section only if you will reach your Required Beginning Date* this year.)

- Has already been distributed to me from the contract/policy/account listed above or from another source.
 Has not been distributed to me. Please calculate my RMD from the new annuity contract according to current IRS guidelines and distribute only that amount to me.

Account Value plus Actuarial Present Value, if any, as of December 31 immediately preceding the previous calendar year:
\$ _____ (The Actuarial Present Value must be obtained from your current carrier).

B IRA OR OTHER QUALIFIED ACCOUNT TRANSFER (Continued)

Base my RMD on: (Select one.)

- Uniform Lifetime Table Calculation
- Joint and Last Survivor (Available only if your spouse is the sole primary beneficiary of your contract and is more than 10 years younger than you.)

I acknowledge and understand that the Company will calculate and distribute my RMD(s) to me as soon as it receives the cash surrender value from my existing contract/policy/account.

Spouse's Name _____ Spouse's Birth Date _____

*If the new annuity contract is an IRA, your Required Beginning Date will be the April 1 following the calendar year in which you attain age 70 1/2. If the new contract is a 403(b) annuity, your Required Beginning Date will be the April 1 following the later of: (1) the calendar year in which you attain age 70 1/2, or (2) the calendar year in which you retire from employment with your employer maintaining the 403(b) plan.

C NON-QUALIFIED TRANSFER (such as mutual fund shares, savings/checking account)

I wish to liquidate and transfer (complete one) \$ _____ or _____ % from the above referenced account directly to the Company. The Company will apply all such funds received to an annuity contract issued to me. I understand that the Company assumes no responsibility for tax treatment of this matter and I shall be responsible for payment of all federal, state and local taxes incurred with respect to the liquidation of such account. I acknowledge that the earnings credited under the annuity contract will begin to accrue when the Company receives these proceeds and all other necessary paper work in good order.

2 CONTINUATION OF PREVIOUS ELECTION

To elect this option, the exchange or transfer must be made into a new contract. You must also complete a 72(t) or 72(q) Election Request.

I am currently receiving substantially equal periodic payments that comply with Internal Revenue Code Section 72(q)(2)(d), or Section 72(t)(2)(A)(iv), as applicable, which permit me to receive payments in substantially equal installments without incurring any penalty taxes normally applicable to distributions before age 59½. It is my intention that the substantially equal payments continue to be distributed from the new contract in the same amount and under the same method as was being used prior to the exchange or transfer (or under the Required Minimum Distribution method, if a change to that method is permitted under Rev. Rul. 2002-62).

3 RETURN OF CONTRACT/POLICY (Please choose one if you are transferring the full value of your current contract/policy.)

- I certify that I cannot find my contract/policy.
- The contract/policy is attached.

4 SIGNATURES AND AUTHORIZATION

Please make check(s) payable to: *ING USA Annuity and Life Insurance Company*. FBO: _____ (Name of Owner)

Mail to: *ING FIXED ANNUITIES*
Attn: Annuity New Business
P.O. Box 617
Des Moines, IA 50303-0617

Overnight to: *ING FIXED ANNUITIES*
Attn: Annuity New Business
909 Locust Street
Des Moines, IA 50309-2899

Please transfer these funds as soon as possible on a specific date ____/____/____ (Not later than the maturity date.)

I understand that the Company is furnishing this form and participating in this transaction at my specific request and that the Company assumes no responsibility or liability under the Code or otherwise. I further acknowledge that I have been advised by the Company that I should discuss the tax consequences of this transaction with my own tax or legal advisor. I understand that neither the Company, nor its officers, employees or agents may provide tax or legal advice, and that I have not relied on any of these parties for such advice. I understand that I am solely responsible for determining whether an exchange or transfer using this form meets IRS requirements relating to nontaxable exchanges or transfers. **(Note: A signature guarantee may be required.)**

Owner's Signature _____ Date _____ Signature Guarantee
(Signature Guarantee may be required.) By Name of Bank/Firm

Joint Owner's Signature _____ Date _____ Officer's Signature
(If applicable.) & Title

5 ACCEPTANCE FOR TRANSFER/1035 EXCHANGE (FOR HOME OFFICE USE ONLY)

The Company requests the liquidation and transfer of the assets listed above. By its signature below, the Company represents that the above described receiving Annuity Contract is or is intended to be an Annuity Contract of the type indicated and that the Company will accept the Section 1035 Exchange/Transfer on behalf of the person(s) named on this form. Please provide the cost basis information on the amounts transferred, if applicable, including any information as to the cost basis (if any) before August 14, 1982. If this is a partial exchange under Section 1035 of the Code, please provide the pro rata cost basis information of the amount transferred.

Authorized Signature _____ Date _____

Title _____ New Contract Number _____

IMPORTANT NOTICE: REPLACEMENT OF LIFE INSURANCE OR ANNUITIES



ING USA Annuity and Life Insurance Company
Service Office: 909 Locust Street, Des Moines, IA 50309

**This document must be signed by the applicant and the producer, if there is one,
and a copy left with the applicant.**

You are contemplating the purchase of a life insurance policy or annuity contract. In some cases this purchase may involve discontinuing or changing an existing policy or contract. If so, a replacement is occurring. Financed purchases are also considered replacements.

A replacement occurs when a new policy or contract is purchased and, in connection with the sale, you discontinue making premium payments on the existing policy or contract, or an existing policy or contract is surrendered, forfeited, assigned to the replacing insurer, or otherwise terminated or used in a financed purchase.

A financed purchase occurs when the purchase of a new life insurance policy or an annuity contract involves the use of funds obtained by the withdrawal or surrender of or by borrowing some or all of the policy values, including accumulated dividends, of an existing policy, to pay all or part of any premium or payment due on the new policy. A financed purchase is a replacement.

You should carefully consider whether a replacement is in your best interests. You will pay acquisition costs and there may be surrender costs deducted from your policy or contract. You may be able to make changes to your existing policy or contract or meet your insurance needs at less cost. A financed purchase will reduce the value of your existing policy and may reduce the amount paid upon the death of the insured.

We want you to understand the effects of replacements before you make your purchase decision and ask that you answer the following questions and consider the questions on the back of this form.

1. Are you considering discontinuing making premium payments, surrendering, forfeiting, assigning to the insurer, or otherwise terminating your existing policy or contract? Yes No
2. Are you considering using funds from your existing policies or contracts to pay premiums due on the new policy or contract? Yes No

If you answered "yes" to either of the above questions, list each existing policy or contract you are contemplating replacing (include the name of the insurer, the insured or annuitant, and the policy contract number if available) and whether each policy or contract will be replaced or used as a source of financing:

Insurer Name	Contract or Policy #	Insured or Annuitant	Replacing (R) or Financing (F)
1.			
2.			
3.			

Make sure you know the facts. Contact your existing company or its agent for information about the old policy or contract. (If you request one, an in force illustration, policy summary or available disclosure documents must be sent to you by the existing insurer.) Ask for and retain all sales material used by the agent in the sales presentation. Be sure that you are making an informed decision.

The existing policy or contract is being replaced because: _____

I certify that the responses herein are, to the best of my knowledge, accurate:

Applicant Name (Please print) _____

Applicant's Signature _____ Date _____

I do not want this notice read aloud to me. _____ (Applicants must initial only if they do not want the notice read aloud.)

Producer Name (Please print) _____

Producer's Signature _____ Date _____

A replacement may not be in your best interest, or your decision could be a good one. You should make a careful comparison of the costs and benefits of your existing policy or contract and the proposed policy or contract. One way to do this is to ask the company or agent that sold you your existing policy or contract to provide you with information concerning your existing policy or contract. This may include an illustration of how your existing policy or contract is working now and how it would perform in the future based on certain assumptions. Illustrations should not, however, be used as a sole basis to compare policies or contracts. You should discuss the following with your agent to determine whether replacing or financing your purchase makes sense:

PREMIUMS:

- Are they affordable?
- Could they change?
- You're older - are premiums higher for the proposed new policy?
- How long will you have to pay premiums on the new policy? On the old policy?

POLICY VALUES:

- Acquisition costs for the old policy may have been paid, you will incur costs for the new one.
- What surrender charges do the policies have?
- What expense and sales charges will you pay on the new policy?
- Does the new policy provide more insurance coverage?

INSURABILITY:

- If your health has changed since you bought your old policy, the new one could cost you more, or you could be turned down.
- You may need a medical exam for a new policy.
- Claims on most new policies for up to the first two years can be denied based on inaccurate statements.
- Suicide limitations may begin anew on the new coverage.

IF YOU ARE KEEPING THE OLD POLICY AS WELL AS THE NEW POLICY:

- How are premiums for both policies being paid?
- How will the premiums on your existing policy be affected?
- Will a loan be deducted from death benefits?
- What values from the old policy are being used to pay premiums?

IF YOU ARE SURRENDERING AN ANNUITY OR INTEREST SENSITIVE LIFE PRODUCT:

- Will you pay surrender charges on your old contract?
- What are the interest rate guarantees for the new contract?
- Have you compared the contract charges or other policy expenses?

OTHER ISSUES TO CONSIDER FOR ALL TRANSACTIONS:

- What are the tax consequences of buying the new policy?
- Is this a tax free exchange? (See your tax advisor.)
- Is there a benefit from favorable "grandfathered" treatment of the old policy under the federal tax code?
- Will the existing insurer be willing to modify the old policy?
- How does the quality and financial stability of the new company compare with your existing company?