

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 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 _____

SELECTRA MULTI-STRATEGY ANNUITY DISCLOSURE

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

Contract Form Series: 1865, 1870

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.

2. HOW MUCH WILL I EARN ON MY ANNUITY?

One-Year Fixed Rate Strategy

This strategy offers a current interest rate that is guaranteed for one year. After the first year, the current rate is subject to change. Any time a new interest rate is declared, it is guaranteed for one year. The company guarantees the interest rate will be at least 1.5%. Any new premiums will receive the then current interest rate. This strategy has a Market Value Adjustment (MVA) that may allow the company to credit a higher interest rate (see withdrawals in Section 6). The MVA can have a positive or negative impact on the value of your annuity. The initial premium will receive our current interest rate as of the date our Service Office receives your premiums. Note: In Texas, any positive or negative MVA to the interest earned or index credits is limited in the past 12 months.

Equity Index Strategy

Earnings for this strategy are based on the performance of the S&P 500 Index^{®1}.

How Index Performance Is Measured:

The performance of the Index is measured over a one-year term called an indexing period. For each premium payment, the growth of the Index is determined by comparing the value of the Index at the beginning of the indexing period and the monthly average of the Index during the period. Averaging has the effect of taking away market highs and lows. In a falling market, averaging will limit the loss. In a rising market, averaging will limit the gain.

How Earnings Are Determined:

A spread is subtracted from the index growth rate to determine the index return for the policy. The company sets the spread at the beginning of the indexing period and guarantees it for one year. The index return for the policy is the rate that will be credited to the premium(s) in this strategy. Each premium has a different indexing period and spread, and therefore a different index return. To determine the total value of this strategy, add the value of each premium.

Total Return Strategy

The earnings for this strategy are based on the change in the value of the general account assets backing the strategy. These assets are bonds and are actively managed to maximize return. This strategy also earns a current interest rate.

Current Interest Rate: The money in this strategy will earn a current interest rate that is guaranteed for three months. The current interest rate is guaranteed to be no lower than the annual interest rate. Any time a new interest rate is declared, it is guaranteed for three months. Any new premiums will receive the then current interest rate.

Annual Interest Rate: The interest portion of the Total Return Strategy will be no less than this annual interest rate. It is set when the premium enters the strategy and is guaranteed for one year. After the first year, the annual interest rate is subject to change. The Minimum Annual Interest Rate is 1.5%.

Total Return Adjustment (TRA): When money in the strategy is accessed, the value of this strategy could go up or down based on the total return adjustment. The TRA is determined by the company based on the difference between the value of the general account assets at the time the premium entered the strategy and at the time the premium is accessed. Money is accessed when it is transferred or withdrawn from the strategy. Each premium placed in this strategy will have a different TRA.

Minimum Guaranteed Contract Value

Your Contract guarantees that you will earn at least 1.5% interest on 100% of your premium(s), less any withdrawals or premium taxes, if applicable.

3. WHAT HAPPENS WHEN I NEED MY MONEY?

You can make partial withdrawals, withdrawals for nursing home expenses, or receive periodic income from your annuity. When you access your money in these ways, the value of your withdrawal is based on the cash value of your annuity. Withdrawals will be taken proportionately from each strategy on the last-in, first-out basis. A total return adjustment will apply to money withdrawn from the Total Return Strategy. An MVA will apply to money withdrawn from the One-Year Fixed Rate Strategy and from the Equity Index Strategy. The MVA is determined by a mathematical formula using the difference between an external interest-rate index at the time the premium entered the strategy and the time of withdrawal. Each premium in these strategies has a different MVA.

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)

Surrender Charges

During the surrender charge period, if the total amount withdrawn in a contract year exceeds 10% of the cash value, the entire amount withdrawn during that contract year will be subject to a surrender charge. In AL, IN and MD the surrender charge applies only to that portion of the total amount withdrawn in a contract year that exceeds 10% of the accumulation value. The surrender charge means you may not get all your money back if you surrender the contract. The surrender charge, shown below, is a percentage of the amount withdrawn after any applicable MVA and total return adjustments have been applied.

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

Note: In Connecticut, the surrender charge is 0% in the 10th year.

For UT, the surrender charge, shown below, is a percentage of the amount withdrawn.

Contract Year	1	2	3	4	5	6	7	8	9	10	11+
Percentage-Ages 0-55:	12%	12%	11%	10%	9%	8%	7%	6%	4%	2%	0%
Percentage-Ages 56-58:	10%	10%	9%	8%	7%	6%	5%	4%	3%	2%	0%
Percentage-Ages 59+:	9%	8%	7%	6%	5%	4%	3%	2%	1%	0%	0%

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 any IRS penalty taxes if you make withdrawals or surrender your annuity before age 59 1/2. State premium taxes may reduce the final value of your annuity. If this is a qualified annuity, all distributions, when permitted by law, may be taxable.

4. WHAT ARE THE TYPES OF WITHDRAWALS?

Partial Withdrawals

In most states, you can withdraw up to 10% of the accumulation value after the first year without a surrender charge. In most states, you can withdraw the interest that has been credited to your contracts in any contract year. However, OR, PA, and TX do not allow interest to be withdrawn in the first year. After the first year, a maximum of 10% may be withdrawn, including any interest withdrawals, of the accumulated value of the annuities without a surrender charge or MVA. In AL, IN and MD, you can withdraw up to 10% of the accumulation value without a surrender charge in any contract year.

Nursing Home Waiver

If the owner needs to withdraw all or part of the value of the annuity because the annuitant becomes confined to an eligible nursing home or hospital for 30 consecutive days after the contract effective date, the company will waive the surrender charge and MVA. (Not available in Massachusetts or Texas.)

Annuitization

You can receive periodic income payments from your annuity after the first year. This is called annuitizing your contract. When you annuitize, you can choose from several options including ones that provide income for life and/or for a specific period of years. Once you have chosen to annuitize your contract, you do not have access to the value of your annuity, other than your annuitization payments.

Death Benefit

The company will waive the surrender charge upon the death of the owner or annuitant. The full accumulation value will be paid to the beneficiary, no MVA or TRA will be applied.

5. ARE TRANSFERS ALLOWED BETWEEN STRATEGIES?

You are allowed to transfer money from one strategy to another without a surrender charge. Transfers from the strategies are allowed once a year upon the contract anniversary. Transfers from the Total Return Strategy and the Annual Reset Equity Index Strategy are limited to 20% of the strategy's value. No more than 50% of the annuity's value may be placed in the Total Return Strategy. (The company is not enforcing this limitation.) A total return adjustment will be applied to transfers from the Total Return Strategy. Transfers from the Annual Reset Equity Index Strategy and from the One-Year Fixed Strategy will be subject to a market value adjustment. Transfers from all strategies are performed on a last-in, first-out basis. The effective date of transfer is the certificate anniversary.

6. 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.

6. AGENT COMPENSATION (continued)

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.

7. 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.
- 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.
- 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.
- 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.

8. 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 _____

9. 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?

INTERNAL REPLACEMENT DISCLOSURE

909 Locust Street
Des Moines, IA 50309



Use this form when you are considering replacing a contract issued by an ING U.S. affiliated company with a contract issued by ING USA Annuity and Life Insurance Company. ING U.S. affiliated companies include:

Current Company Names:

ING Life Insurance and Annuity Company
ING USA Annuity and Life Insurance Company
Midwestern United Life Insurance Company
ReliaStar Life Insurance Company
ReliaStar Life Insurance Company of New York
Security Life of Denver Insurance Company

Predecessor Companies:

Aetna Life Insurance and Annuity Company
AmeriBest Life Insurance
Equitable Life Insurance Company of Iowa
Golden American Life Insurance Company
ING Insurance Company of America
Life Insurance Company of Georgia
Northern Life Insurance Company
Security-Connecticut Life Insurance Company
Southland Life Insurance Company
USG Annuity and Life Company
United Life & Annuity Insurance Company

A. APPLICATION TO (the Company):

ING USA Annuity and Life Insurance Company

B. IMPORTANT INFORMATION ABOUT REPLACING YOUR ANNUITY

Because new products and features are continually being developed, you may find it would be to your advantage to replace your current annuity. However, there are important differences you should be aware of before you make a final decision. Please read the following information about the proposed replacement. If there is anything that you don't understand, please discuss it with your Agent/Registered Representative before signing below.

Annuities are long-term contracts. The annuity you are considering is designed for people seeking long-term, tax-deferred accumulation of assets, generally for retirement or other long-term purposes.

Note to Agents/Registered Representatives: Check your internal replacement guidelines for rules concerning:

- transfer of multiple contracts
- combined internal replacement
- remaining surrender charges on current contract
- eligible current contracts

C. NEW OWNER INFORMATION

Owner Name _____ Age _____

SSN _____ Daytime Phone # _____

Joint Owner Name (if applicable) _____ Age _____

SSN _____ Daytime Phone # _____

D. ANNUITY INFORMATION

Type of current contract(s) that is being replaced:

- Fixed Annuity Registered Fixed Annuity Individual Variable Annuity
 Registered Group Variable Annuity Non-registered 401 Group Annuity Non-registered 457 Group Annuity

The following annuity contract(s) are being replaced:

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

Contract #/Current Company _____ Surrender Charge (% or \$) _____

Issue Date _____ Product Name _____

D. ANNUITY INFORMATION (continued)

Type of new contract: *(Select one. See list of available contracts in Section H on page 3.)*

- Fixed Annuity/Registered Fixed Annuity **(Skip to Section F.)**
- Variable Annuity (If you are replacing an individual variable annuity contract with another individual variable annuity contract, the new contract must be a GoldenSelect Access contract.)

E. CONTRACT COMPARISONS FOR VARIABLE CONTRACTS

Attention - Complete either E(1) or E(2), but not both.

E(1). Individual Variable Annuity Comparison

Comparison E(1) applies only if you are making an exchange from an existing individual variable annuity contract to a new individual variable annuity contract.

I understand that the following are the fees, charges and benefit values of my current contract(s) and the new contract:

Fees and Charges	New Contract	Old Contract(1)	Old Contract(2)	Old Contract(3)
Mortality & Expense Fee	_____ %	_____ %	_____ %	_____ %
Administration Charge	_____ %	_____ %	_____ %	_____ %
Range of Sub-Account Investment Charges	_____ % - _____ %	_____ % - _____ %	_____ % - _____ %	_____ % - _____ %
Benefits <i>(Check applicable boxes)</i>				
<input type="checkbox"/> Death Benefit Value	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Contract Value	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Living Benefit Value	\$ _____	\$ _____	\$ _____	\$ _____
Death Benefit Type	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std

E(2). Group Variable Annuity Comparison

Comparison E(2) applies only if you are making an exchange from an existing group variable annuity contract to a new individual variable annuity contract.

I understand that the following are the fees, charges and benefit values of my current contract(s) and the new contract:

Fees and Charges	New Contract	Old Contract(1)	Old Contract(2)	Old Contract(3)
Mortality & Expense Fee & Administration Charges	_____ %	_____ %	_____ %	_____ %
Asset Based Separate Account Fees (e.g. Daily Asset Charges)	N/A	_____ %	_____ %	_____ %
Surrender Charges (Years & %)	_____ %	0 %	0 %	0 %
Fixed Interest Rate (Rate and Term)	_____ %	_____ %	_____ %	_____ %
Range of Sub-Account Investment Charges	_____ % - _____ %	_____ % - _____ %	_____ % - _____ %	_____ % - _____ %
Benefits <i>(Check applicable boxes)</i>				
<input type="checkbox"/> Death Benefit Value	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Contract Value	\$ _____	\$ _____	\$ _____	\$ _____
<input type="checkbox"/> Living Benefit Value	\$ _____	\$ _____	\$ _____	\$ _____
Death Benefit Type	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std	<input type="checkbox"/> Enhanced <input type="checkbox"/> Std

F. ACKNOWLEDGEMENTS AND REPLACEMENT INFORMATION

1. The decision to liquidate an annuity contract to fund a new one was proposed by *(please check)*:
 Me My Agent/Registered Representative A Forced Liquidation/Plan Termination
2. I am replacing my annuity contract(s) because (check all that apply):
 My investment objectives have changed I am seeking a higher rate or longer guarantee period
 I am seeking living benefit I've experienced a change in employment status
 I am seeking an enhanced guaranteed death benefit Other (explain) _____
3. If I have a loan outstanding on my existing contract, the balance used to secure my loan will not be transferred.
4. I have either (a) received and read the prospectus(es) for the proposed registered fixed or variable annuity contract(s) or (b) received, read and signed a disclosure form for the new fixed annuity contract(s). I am aware of the features and benefits as well as the fees and charges applicable under the proposed annuity contract(s).
5. I understand the new contract may have additional and/or higher charges, including new surrender charges.
6. I realize my Agent/Registered Representative may receive a commission in connection with the purchase of the new annuity contract(s).
7. As a result of the exchange, my investment risk has (check one):
 Increased Decreased Remained the same
8. If applicable, I have been made aware that the expenses for a contract providing a premium credit may be higher than for contracts not providing a premium credit. Over time, and under certain circumstances, the amount of the premium credit may be more than offset by the additional fees and charges associated with the premium credit.

G. SIGNATURES

Note: If you have questions or need additional information, please contact your Agent/Registered Representative or the company directly at the address indicated on your application before signing this disclosure.

By signing below you acknowledge that you have read, or have been read, this document and understand it. You are also acknowledging that the new contract better suits your financial goals and objectives.

Owner's Signature _____ Date _____

Joint Owner's Signature *(if applicable)* _____ Date _____

Agent/Registered Representative's Name _____

H. NEW CONTRACTS AVAILABLE FOR INTERNAL REPLACEMENT**Fixed Annuity Contracts**

- FixedDesign FPA 9 Annuity
- FixedDesign Max Guarantee Annuity
- FixedDesign MultiBuilder Annuity
- FixedDesign MultiSet Plus Annuity
- FixedDesign Income Outcome Annuity
- FixedDesign Selectra Annuity
- FixedDesign Secure Index Annuity
- FixedDesign MarketSmart Annuity
- SmartDesign Single Premium Fixed Annuity

Variable Annuity Contracts

- GoldenSelect Access
- GoldenSelect Premium Plus
- GoldenSelect ES II
- GoldenSelect Landmark
- SmartDesign Signature
- SmartDesign VA
- SmartDesign Advantage

Registered Fixed Annuity Contracts

- SmartDesign MultiRate Index Annuity
- GoldenSelect Guarantee Annuity

SUITABILITY ACKNOWLEDGEMENT

ING USA Annuity and Life Insurance Company
 Service Office: 909 Locust St., Des Moines, IA 50309-2899



This form must be completed in those states which require suitability acknowledgement of a fixed annuity contract purchase.

Return the completed form to the insurer, ING USA Annuity and Life Insurance Company, at the address shown above.

1. OWNER/APPLICANT INFORMATION

Owner/Applicant Name (Please print) _____ Social Security # _____

Joint Owner/Applicant Name (Please print) _____ Social Security # _____

***Complete either Section 2 or 3 below
 (complete only one section).***

2. AGENT STATEMENT*Acknowledgement of Responsibility for Suitability Recommendation to Consumers*

I have reasonable grounds for believing that the recommendation for this Consumer to purchase/exchange an annuity is suitable on the basis of the facts disclosed by the Consumer as to their investments and other insurance products and their financial situation and needs.

Furthermore, I agree to maintain and make available upon request to the insurer or the insurance commissioner, records of the information collected and other information use as the basis for this insurance recommendation for at least 6 years after the insurer completed the recommended transaction. Any process that accurately reproduces the actual document may be used to maintain these records.

Do not sign here if Section 3 below is applicable.

Agent Name (Please print) _____ Telephone # _____

Agent Signature _____ Date _____

3. APPLICANT ACKNOWLEDGEMENT*Consumer's Acknowledgement of Responsibility*

I elect not to provide the information necessary for my agent to make a recommendation to make this purchase or exchange.

I have decided to enter into the fixed annuity purchase without a recommendation from my agent.

All Owners/Applicants must sign if Section 2 above is NOT signed by the agent.

Owner/Applicant Signature _____ Date _____

Joint Owner/Applicant Signature _____ Date _____

SUITABILITY CONSIDERATIONS

Consider the ACLI Fact Sheet information found on the Virtual Financial Center (VFC) in relation to the factors listed below when determining if the recommendation to purchase, sell or exchange an annuity is suitable for a Senior Consumer. (A Senior Consumer is defined as a client who is age 65 or older.) Each needs analysis review is to be based on the Senior Consumer's then current investment objectives, facts, and circumstances.

1 FINANCIAL STATUS (Review personal information, client account form, and any financial profile.)

- A. Is the client age 65 or older?
 B. Does the client's annuity investment(s) exceed 50% of net worth?

Note: Marital status does not impact suitability directly, but it can affect income needs.

2 TAX STATUS (Review employment, client account form, any financial profile, and existing accounts.)

- A. Is the client's tax bracket between 15% and 30% - to take advantage of income tax deferral?
 B. Has the client already maximized tax-deferred contributions to a qualified retirement plan? The client is aware of the lack of additional tax benefit when purchasing an annuity in an IRA, 401(k) or other tax qualified account.
 C. Is the client aware that upon death the heirs do not receive a step-up in basis as other investments could? They also realize annuity earnings are subject to ordinary income tax for the heirs or themselves during life.
 D. Does the client want a person or organization to receive money upon the client's death? Has the client considered the benefits (including income tax-free death benefit proceeds) of a life insurance policy?
 E. Determine the effect of the projected annuity payments on the client's income tax status.

3 INVESTMENT OBJECTIVES (Review employment, client account form, any financial profile, and existing accounts.)

- A. What is the client's investment experience?
 • The client has owned an annuity or similar product before.
 • The amount to be invested in this annuity is typical of the average amount the client places in an investment.
 • The client understands the complexity of the product (including Market Value Adjustment (MVA) and any fees and expenses such as administration, investment management, mortality and expense risk, surrender, and contract fees).
 B. Does the client need the annuity money before the surrender charge period ends or before age 59 1/2?
 C. Generally, at least one year is needed before the client can withdraw up to 10% without a surrender charge. The potential 10% federal income tax penalty was explained.
 D. Does the client want or need a guaranteed income for life?
 E. Does the client want or need a guaranteed death benefit?
 F. Does the client prefer to make income tax-free transfers among investment options with professional managers or have the insurance company manage for fixed returns? Can this be done by using an existing account or investment?

4 EXISTING ACCOUNTS

- A. Does an existing account or investment achieve the client's objectives?
 B. If this is a replacement, complete replacement forms and consider these questions:
 • Will the client pay a surrender charge for a replaced annuity?
 • Does the current contract provide benefits that make this purchase unnecessary?
 • Has the client received and signed a written cost and benefit comparison, including any surrender charges, insurance features, fees and expenses, MVA, and the impact on the death benefit if a partial withdrawal or surrender occurs?

5 OTHER INFORMATION CONSIDERED (Review all answers on suitability in light of other information referenced.)

6 GENERAL COMPARISON (Factors to consider in determining whether a fixed or variable annuity recommendation is suitable.)

<i>Fixed Annuity</i>	<i>Variable Annuity</i>
Do they want a fixed return?	Could they tolerate an investment loss, including loss of principal?
Insurance company manages for fixed returns.	Able to make income tax-free transfers among investment options with professional managers.
Account is potentially subject to claims of insurer's general creditors. Issuer financial strength risk.	Investment options protected from claims of insurer's general creditors.
Generally, a single premium	Generally, flexibility of premium payments
Limited investment experience	Experienced investor