

LOAN REQUEST AND AGREEMENT

SECTION 403(b)/TAX SHELTERED ANNUITY CONTRACT



ReliaStar Life Insurance Company (the "Company")
 C/O ING Service Center
 P.O. Box 5050 • Minot, ND 58702-5050
 Home Office: Minneapolis, MN

Each loan is subject to the Terms and Conditions of the Loan Agreement and your Annuity Contract.

INSTRUCTIONS

1. All Loan Requests - Submit a completed Loan Request Form (pages 1 & 2).
2. Pre-Authorized Checking - If you select this option as your method of loan repayment, you will need to complete and attach the Pre-Authorized Check Plan Request (pages 7 & 8), along with a voided check.
3. For ERISA Plans Only - Attach a completed Request for Disbursement Under Employer Funded Plan request. If you are married, your spouse must sign the spousal consent form before a notary public.

RETURN COMPLETED FORMS

Regular Mail:

ReliaStar Life Insurance Company
 Attn: ING Service Center
 P.O. Box 5050
 Minot, ND 58702-5050

If by Overnight Delivery:

ReliaStar Life Insurance Company
 Attn: ING Service Center
 2000 21st Ave. NW
 Minot, ND 58703
 Toll Free: 877-884-5050

If by Fax:

ReliaStar Life Insurance Company
 Attn: ING Service Center
 Fixed: 800-531-5030
 Variable: 877-305-6405

1. APPLICANT INFORMATION

Contract Number _____

Name _____ SSN _____

Address or P.O. Box _____

City _____ State _____ Zip _____

Daytime Phone _____

Check Here if New Address Check Here if Alternate Address

2. LOAN AMOUNT

A. I request a loan in the amount of _____.

B. Maximum amount available under my Tax-Sheltered Annuity (TSA) issued by ReliaStar Life Insurance Company (the "Company").

Note: If the amount requested in (a) exceeds the maximum loan available, we will send you the maximum amount available.

Variable Annuity Contracts Only: The loan amount will be withdrawn pro-rata from the investment options under the TSA, unless otherwise specified below.

Fund Name _____ Fund No. _____ Amount or % _____

Fund Name _____ Fund No. _____ Amount or % _____

White: Company Canary: Agent Pink: Applicant

3. PARTICIPANT'S DISCLOSURE

(Both "A" and "B" of this Participant's Disclosure must be answered in order to process your loan.)

- A. Have you had any 401, 457 or 403(b) loans under this Employer or any related Employer in the past 12 months? Yes No
If yes, please provide the highest outstanding loan balance during the past 12 months. _____
- B. Do you have any outstanding defaulted 401, 457 or 403(b) loans with any other provider or with ReliaStar Life Insurance Company? Yes No
If yes, what is the issue date of the contract(s)? _____

Note: Checks will be made payable and mailed to the Participant. Checks will NOT be issued to a third party.

4. LOAN REPAYMENT PERIOD

Complete A or B. If no period is indicated, a 5-year period will be used.

- A. This loan will be used for general purposes. I select a _____- year repayment period (from 1 to 5 years).
- B. This loan will be used to purchase my principal residence. I select a _____- year repayment period (greater than 5 years not to exceed 20 years).

5. REPAYMENT METHOD

If the proper documentation is not submitted or if no selection is made, option A will be used.

- A. **Payment Coupon Method**
- B. **Pre-Authorized Checking:** Attach a Pre-Authorized Check Plan request (pages 7 & 8) and submit along with a voided check.

6. SIGNATURE AND ACKNOWLEDGEMENTS

My signature below indicates I understand the following:

ERISA 403(b) Plans - If this contract is under a plan which is subject to ERISA, a completed copy of the Request for Disbursement Under Employer Funded Plan must accompany this loan request. If I am married, my spouse must sign the spousal consent form before a notary public. If I do not attach this form, my signature below is certification that the contract is not subject to ERISA and/or that I am not married.

Employer Contributions - If any part of this loan request comes from the vested portion of my employer contributions, a vesting letter from my employer must accompany this loan request or be on file with the Company.

ING Encore Contracts - Taking a loan will terminate any optional Guaranteed Minimum Withdrawal Benefit rider in effect under my contract on the next Valuation Date with no refund of the Benefit Charge. Taking a loan while any optional Guaranteed Minimum Accumulation Benefit rider is in effect will reduce the guaranteed amount, sometimes substantially. At the time a loan is initiated, the optional Guaranteed Accumulation Benefit Amount will be reduced by the fraction (A) / (B) where (A) is the amount of the loan and (B) is the Contract Value immediately prior to the loan.

The information provided is complete and accurate and the Social Security number is correct as shown. I have read and understand all the terms and conditions of the attached Loan Agreement and agree to be bound by its terms. I certify by signing this document that this loan request does not result in a loan of more than the maximum loan permitted by law.

Notwithstanding any other provision in the Loan Agreement, the Company reserves the right to make any changes to the Loan Agreement that are required by federal and/or state laws and regulations. In addition, the Company reserves the right to make any changes to the Loan Agreement that are required to enable it to administer this loan in accordance with the annuity contract or other agreement between the Company and my employer, including but not limited to, requiring that the entire outstanding loan balance will be considered in default and reported as a deemed distribution to the IRS in the event any payment is not received by the Company by the due date (including any applicable grace period), and changing the method of frequency of payment. Unless required by law, no such change will affect the outstanding loan amount or the term of the loan.

Annuitant's Signature _____ Date _____

IMPORTANT: No agent or representative of the Company is authorized to change, alter or waive any of the terms or conditions of this document or to complete any omission(s) from any section after the Annuitant has signed and dated the document.

GENERAL INFORMATION

Loans are available to participants under 403(b) contracts from the value of your contract derived from employee salary reduction contributions. Loans are not available to an alternate payee. If your employer's plan permits, loans may also be available from the vested portion of the value of any employer contributions made to your account. Loans are not permitted for participants who are required to take Required Minimum Distributions.

(Variable Annuity Contracts Only): For purpose of calculating the maximum loan amount, the value of the vested contract value will be determined at the next valuation following our receipt of the Loan Request and any other required forms in Good Order. A valuation occurs after the close of business of the New York Stock Exchange on any normal business day, Monday through Friday, that the New York Stock Exchange is open.

The loan effective date will be the date ReliaStar Life Insurance Company (the "Company") has processed your loan disbursement check.

Notwithstanding any other provision in this Loan Agreement, the Company reserves the right to make any changes to this Loan Agreement that are required by Federal and/or State laws and regulations. In addition, the Company reserves the right to make any changes to this Loan Agreement that are required to enable it to administer this loan in accordance with the annuity contract or other agreement between the Company and your employer, including but not limited to, requiring that the entire outstanding loan balance will be considered in default and reported as a deemed distribution to the IRS in the event any payment is not received by the Company by the due date (including any applicable grace period), and changing the method or frequency of payment. Unless required by law, no such change will affect the outstanding loan amount or the term of the loan.

GOOD ORDER

Good Order is receipt of all required documents (e.g., Request for Disbursement Under Employer Funded Plan, Pre-Authorized Check Plan Request, etc.) at the Company Service Address noted on page 1 that have been accurately and entirely completed. Forms and any other requested information not received in Good Order, as determined by the Company, may be returned to you for completion and processed upon re-submission in Good Order at the Service Address.

DEFINITIONS

ERISA – Refers to the Employee Retirement Income Security Act of 1974. Generally, a TSA plan is exempt from ERISA when (1) the plan is maintained by a church or government entity (e.g. public school); and (2) contributions to the plan are made only on a salary reduction basis. Consult with your employer or the plan administrator to confirm whether its plan is subject to ERISA.

CONTRACT VALUE – The amount of premium paid (e.g. contributions, transfers and rollovers) plus interest (or in the case of variable annuity contracts, plus/minus any investment earnings/losses), plus any bonus amount available for cash withdrawal, minus any prior withdrawals, annuitizations and premium tax.

WITHDRAWAL VALUE – The maximum amount you would receive if you were to surrender your TSA contract.

LOAN AMOUNT

Minimum Loan Amount

Each TSA loan from a fixed annuity must be for at least \$500, except the MVA Annuity (Contract No. 03501) or a StrataFlex Annuity (Contract No. 04201), which must be for at least \$1,000. Each TSA loan from a variable annuity must be for at least \$1,000.

Maximum Loan Amount

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity:

For contracts subject to ERISA, the IRS requires a maximum loan amount, not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

For contracts not subject to ERISA, the maximum loan amount is not to exceed the lesser of:

1. The policy's Withdrawal Value; or
2. The greater of \$10,000 or one half of the vested contract value; or
3. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

Maximum Loan Amount (continued)

For the MVA Annuity and FutureLink Equity Index Annuity, the maximum loan amount is not to exceed the lesser of:

1. Fifty percent (50%) of the vested contract value, including any current outstanding loan balance, reduced by any outstanding loan balance(s) on the loan effective date; or
2. Fifty thousand dollars (\$50,000) reduced by the highest outstanding loan balance for the preceding 12 months ending on the day before the loan effective date.

Any amount awarded to another person under a Qualified Domestic Relations Order (QDRO) is not part of your contract value.

The balance of all loans may not exceed \$50,000. In calculating this limit, all loans under all 401, 403(b) and 457 plans sponsored by a single employer must be combined. Plans of related employers must also be included in this calculation. You are responsible for providing information about any other 401, 403(b), or 457 loans with this employer or any related employer. The Company will not be responsible for any adverse tax consequences that may result from your failure to disclose loan information.

NUMBER OF LOANS ALLOWED

For all contracts except the MVA Annuity and StrataFlex Annuity, a maximum of four (4) loans is allowed per calendar year from either a fixed or variable annuity contract. For Futurelink, a maximum of four (4) loans are allowed per twelve (12) months.

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

For the MVA Annuity, a maximum of one (1) loan is allowed outstanding at any time. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus accrued interest.

For the StrataFlex Annuity, a maximum of one (1) loan is allowed per contract year. If there is a prior loan taken which is now in default, no new loans may be taken until you have repaid in full the defaulted loan plus any accrued interest.

LOAN REPAYMENT PERIOD

Principal and interest must be amortized and repaid monthly.

For general purpose (non-residential) loans, the repayment period is from one (1) to five (5) years, as you select.

For residential loans (used to purchase your principal residence), the repayment period may be greater than 5 years not to exceed 20 years.

Once a loan repayment period has been selected, the repayment period cannot be changed.

Effective 01-01-04, refinancing of outstanding loans will not be permitted.

ERISA PLANS

If your contract is part of an ERISA plan (check with your employer or plan administrator), you must complete the Request for Disbursement Under Employer Funded Plan. If you are married, your spouse must also give spousal consent by signing this form where indicated before a notary public.

INVESTMENT OPTION INFORMATION (VARIABLE ANNUITY CONTRACTS ONLY)

Amounts held as security for the loan will be withdrawn proportionately from the investment options under the contract value unless otherwise indicated. If the loan amount exceeds specific fund requests, funds will be taken on a pro-rata basis. Amounts held in the loan account will earn a fixed rate of 3% annually and will not reflect market variability. For Variable Annuity contracts subject to ERISA, amounts held in the loan account will earn a fixed rate of 5.5% annually and will not reflect market variability.

LOAN INTEREST

Interest Charged

For all contracts except the MVA Annuity and FutureLink Equity Index Annuity, the Company will process the loan with the rate in effect when paperwork is received in Good Order. A loan interest rate of 5.50% is currently charged for the entire term of the loan. For variable annuity contracts subject to ERISA, a loan interest rate of 8% is currently charged for the term of the loan.

For the MVA Annuity, the loan interest rate will be equal to Moody's Corporate Bond Yield Average - Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. The loan interest rate will apply for one year from the loan anniversary date. Annually on the anniversary date of the loan, the rate will be adjusted only if the new rate is an increase or decrease of 0.50% or greater. Your monthly payment can change yearly based on the changes in the interest rate. You may contact us for the initial interest rate effective for your loan.

Interest Charged (*continued*)

For the FutureLink Equity Index Annuity, the loan interest on any borrowed amount will be determined at regular intervals at least once every twelve months, but not more frequently than once in any three-month period. The maximum loan interest rate will be equal to the greater of 4.0% or the Moody's Corporate Bond Yield Average - Monthly Average, as published by Moody's Investors Service Inc., for the calendar month ending two months before the date on which the new loan interest rate is effective. You may contact us for the initial interest rate effective for your loan.

Interest Earned (Fixed Contracts Only)

The Company will hold a portion of your contract value equal to the outstanding balance as security for the loan. For the MVA Annuity and the FutureLink Equity Index Annuity, this portion of your contract value will continue to earn the same rate of interest as the rest of your contract value as fully described in your contract. For all other annuities, the portion held as security for the loan may earn less interest than is credited to the unloaned portion, but it will never earn less than three percent (3%).

LOAN PAYMENTS

The first repayment is due beginning one month from the date the loan is processed. All subsequent payments will be due on the same day of each following month. However, loan requests processed on the 29th, 30th, or 31st of any calendar month will have a repayment date of the 28th of each month starting the following month.

If a loan payment is not received by the Company within 27 days before or after the due date (grace period), the monthly loan payment will be considered a missed payment. **Any amount in excess of the payment that is due will be applied as principal. Additional payments do not count towards past or future payments that are due, but instead, only as a reduction in the principal of the loan balance. Prepayment is not allowed.**

Any loan payment or payoff received on a business day will be processed with the same effective date in which it was received by the Company. Any loan payment or payoff received on a non-business day will be processed with an effective date of the next available business day.

Loan payments must be in U.S. Currency. Repayment cannot be made by salary deduction and you cannot pay off this loan without the Company's prior written consent.

The principal portion of each loan repayment under a variable annuity contract will be allocated among the same investment options and in the same proportion as future purchase payments would be allocated. The interest portion is retained by the Company.

If the loan interest rate is adjusted, payments will be recalculated so that the outstanding balance, including interest, will be amortized in monthly installments over the remaining term.

You may elect to repay the amount of a loan that is in default and remains outstanding. For variable annuity contracts only, the Company will apply the principal portion of the payment to the same investment options and in the same proportion as future purchase payments would be allocated. The Company will retain the portion of the payment consisting of accrued interest and the deferred sales charge on the defaulted loan payment(s). Since the defaulted loan is reported as a taxable distribution in the year of default (and subject to the IRS 10% penalty tax that applies to premature distributions, unless an exception applies), the repaid principal is treated as cost basis (after-tax contributions). Any cost basis is not taxed at annuitization or withdrawal.

If repayment is to be made using the payment coupon method, I understand that the Company will send me payment coupons showing the amount of my monthly payments. It is my responsibility to notify the Company immediately should I not receive the coupons within a reasonable amount of time. I understand I will still be responsible to make the payments on time in the event I have not received my coupons.

Unless you have signed up for our Pre-Authorized Check Plan, send all monthly loan payments in U.S. Currency along with a loan coupon to the Service Address indicated on your loan coupon.

Attention: Please write your ReliaStar Life Insurance Company annuity contract number and the words "LOAN PAYMENT" on your check.

LOAN DEFAULT

The Internal Revenue Service (IRS) requires regular repayments of loans from plans. To be in compliance with this regulation, each loan payment must be paid within the 27-day grace period before or after the due date. A payment received after this grace period is considered a missed payment. If you qualify for a distribution, according to IRS regulations, funds will be taken from your contract value to cover the missed payment. If you do not qualify for a distribution and miss four payments, the entire loan will be in default and considered a deemed distribution and be taxable income for the year in which it occurred. Please be aware that at the point the 27-day grace period (after the due date of your fourth missed payment) extends over the calendar quarter, the entire loan will be considered in default. A distribution to cover a missed payment or defaulted loan is considered taxable income. Please consult your tax advisor for additional information.

A defaulted loan will remain outstanding on your account and affect the values for future loans. A defaulted loan will continue to accrue interest which may result in a depletion of your contract. You may continue to make loan payments after a loan has been reported as a deemed distribution, as long as those payments are equal to or greater than the required minimum repayment amount prior to the loan's default. These post-default payments will be considered after-tax contributions to your contract.

On the day you attain age 59½, or we are notified that you have separated from service, a partial withdrawal will be processed for the amount due and will be retained by the Company in order to pay off your defaulted loan.

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

WITHDRAWAL OF YOUR ACCOUNT

If you qualify for a full withdrawal and you have an outstanding loan, and the amount available for distribution is enough to cover a) the entire outstanding loan (principal plus accrued interest), and b) any early withdrawal charge due and Market Value Adjustment (MVA) if applicable on the outstanding loan balance, then the sum of a), and b) is deducted from your Contract Value and the loan is canceled. The outstanding principal loan balance and accrued interest, if not previously reported, will be reported to the IRS as a taxable distribution on IRS Form 1099-R.

ELECTION OF AN ANNUITY OPTION

If you elect an annuity option and have an outstanding loan balance, a) you may repay this balance or, b) your contract value will be adjusted as described in your annuity contract.

BANKRUPTCY

In the event of a bankruptcy, the outstanding loan remains an obligation of the participant.

DIVORCE

In the event of a divorce, the outstanding loan remains an obligation of the participant unless it is assumed by the alternate payee through completion of the appropriate QDRO Certification Form. Loan payments will be allocated to the person responsible for the repayment and, in the event of default, the defaulted amount will be tax reported to such person.

AUTHORIZED SIGNATURES AND CERTIFICATION

The Employer's signature is required for loans from Employer's Contributions and ERISA Contracts.

NEW LOAN PREAUTHORIZED CHECK PLAN REQUEST AND AUTHORIZATION

ReliaStar Life Insurance Company (the "Company")
C/O ING Service Center
P.O. Box 5050 • Minot, ND 58702-5050
Home Office: Minneapolis, MN



Owner Name _____ SSN _____

Contract Number(s) _____

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

Deposit slips will not be accepted in lieu of voided checks nor will we draft from Savings Accounts.

Bank Name _____

Bank Routing/ABA Number _____ Bank Phone Number _____

Bank Address _____ City _____ State _____ ZIP _____

Bank Account Number _____ Bank Account Type: Checking



SIGNATURE AND AUTHORIZATIONS

The undersigned request that ReliaStar Life Insurance Company ("the Company") draw payment each month on the bank account indicated on the **attached voided check** for loan payments on the ReliaStar Life Insurance Company contracts or certificates listed above.

In consideration of the participation of ReliaStar Life Insurance Company in the Preauthorized Check Plan ("Plan"), the undersigned agree to the following:

1. The Company will submit the draft for loan payments to the bank on the fourteenth (14th) or twenty-eighth (28th) day of each calendar month. If the loan is processed at the Service Center on the 1st through the 14th of the month, your account will draft on the 14th of the month. If the loan is processed on the 15th through the 31st of the month, your account will draft on the 28th. If the draft date falls on a day that the Company is closed, the draft will occur on the next day the Company reopens for business.
2. A separate Preauthorized Check Plan – Request and Authorization form must be completed for each contract or certificate on which loans are made in the future. Loan payments on an individual contract or certificate may be drawn from no more than one bank account.

SIGNATURE AND AUTHORIZATIONS (continued)

- 3. Either the undersigned or the Company may terminate this Plan upon fifteen (15) days written notice. In addition, the Company may, at its option, terminate this Plan immediately without any notice if a check drawn on the referenced bank account is not paid when presented. Further, if two or more checks drawn on the referenced bank account are not paid when presented, the Company may preclude the Contract Owner or Certificate holder from participating in the Plan in the future.
- 4. The Company administers this Plan solely for the convenience of the undersigned, and the Company shall not be responsible for any act or omission resulting in a loss of rights under any contract or certificate included in the Plan which may be caused by the referenced bank.
- 5. This Plan does not modify any contract or certificate term or provision and shall not be construed as enlarging the rights granted under a contract or certificate. If this Plan is terminated for any reason, contract or certificate terms and conditions shall remain unchanged.
- 6. If additional loans are taken out on one contract or certificate, the Company will submit the draft for loan payments in the amount of the total monthly payment on all loans for the contract or certificate. The Contract Owner, Certificate holder, or the Loan Payor may contact the Company at least fifteen (15) days before the next Draft Date to terminate the Plan.
- 7. Any request for modification of this Plan is subject to the written approval of the Company. The Company shall mail such approval to the last address of the Contract Owner or Certificate holder as appears in the Company records. Such modification in accordance with the terms stated in the letter or approval shall be considered effective unless the Company receives written notice to the contrary within fifteen (15) days after the date of mailing such letter of approval.

Contract Owner/Certificate Holder Signature _____ Date _____

Loan Payor Signature _____ Date _____

**AUTHORIZATION TO HONOR CHECKS DRAWN BY AND PAYABLE TO
RELIASTAR LIFE INSURANCE COMPANY OF MINNEAPOLIS, MINNESOTA**

Complete this portion and forward directly to the bank listed for its records. DO NOT RETURN TO RELIASTAR LIFE INSURANCE COMPANY.

Depositor Name _____ Bank Account # _____

ReliaStar Life Insurance Company Contract Number _____

Name of Bank _____ Branch _____

Bank Address _____ City _____ State _____ ZIP _____

I request and authorize you to pay and charge my account for checks drawn by and payable to ReliaStar Life Insurance Company of Minneapolis, Minnesota if there are enough funds in this account when checks are presented. I agree that your treatment of each check and your rights in respect to it, shall be the same as if it were signed by me. It will not be necessary for any officer of ReliaStar Life Insurance Company to sign these checks. This right to draw checks shall remain in effect, unless terminated by you, until you receive in writing from me termination of this agreement.

Depositor Signature _____ Date _____

Joint Depositor Signature (if joint account) _____ Date _____