NOTICE OF AWARD OF CONTRACT

TO:
ING LIFE INSURANCE & ANNUITY
ONE ORANGE WAY, CL1S
WINDSOR, CT 06095-4774

DATE ISSUED: DECEMBER 1, 2010
CURRENT REFERENCE NO.: 6-11
CONTRACT TITLE: DEFERRED COMP. PLAN
PRIOR REFERENCE NO.: 2-10

THIS IS A NOTICE OF AWARD OF CONTRACT AND NOT AN ORDER. NO WORK IS AUTHORIZED UNTIL THE VENDOR RECEIVES A VALID COUNTY PURCHASE ORDER ENCUMBERING CONTRACT FUNDS.

Your firm is awarded the above referenced contract. The contract term covered by this Notice of Award is effective JANUARY 1, 2011 and expires on DECEMBER 31, 2011.

This is the FOURTH year award notice of a possible SEVEN year contract.

The contract documents consist of the terms and conditions of Agreement No. 203-07 including any exhibits, attached or amendments thereto.

CONTRACT PRICING:
REFER TO AGREEMENT NO. 203-07

ATTACHMENTS:
AGREEMENT NO. 203-07

EMPLOYEES NOT TO BENEFIT:
NO COUNTY EMPLOYEE SHALL RECEIVE ANY SHARE OR BENEFIT OF THIS CONTRACT NOT AVAILABLE TO THE GENERAL PUBLIC.

VENDOR CONTACT: CARL STEINHILBER
VENDOR TEL. NO.: 860-723-3360
VENDOR PAYMENT TERMS: NET 30 DAYS
VENDOR FAX. NO.: 860-723-3258
TAX IDENTIFICATION NUMBER (EIN/SSN): 71-0294708
COUNTY CONTACT: AMY ROZIER
COUNTY TEL. NO.: 703-228-3489

CONTRACT AUTHORIZATION

EVETTE GONZALEZ
Procurement Officer

DATE: 12/1/10

DISTRIBUTION

VENDOR: 1
ID FOLDER: 2

L/W11/6-11
ARLINGTON COUNTY, VIRGINIA
OFFICE OF THE PURCHASING AGENT
SUITE 500, 2100 CLARENDON BOULEVARD
ARLINGTON, VA 22201

AGREEMENT NO. 203-07

THIS AGREEMENT is made, on the date of execution by the County, between ING Life Insurance and Annuity Company, One Orange Way, C18, Windsor, CT 06095-4774 ("Contractor", or "ING", or "ILIAC"), a Connecticut corporation authorized to do business in the Commonwealth of Virginia, and the County Board of Arlington County, Virginia ("County", or "Plan Sponsor", or "Employer"). The County and the Contractor, for the consideration hereinafter specified, agree as follows:

RELATED CONTRACTOR ENTITY
"Contractor" refers to operating subsidiary of ING Life Insurance and Annuity Company. This subsidiary is ING Financial Advisers, LLC, a limited liability company organized under the Laws of the State of Delaware, registered as a broker-dealer under the federal securities laws, and authorized to do business in the Commonwealth of Virginia (also referred to herein as "Contractor").

CONTRACT DOCUMENTS
The Contract Documents consist of this Agreement, Exhibit A (Scope of Work) including Appendix I (Domestic Relation Order Review and Approval Requirements), Appendix II (Loan Program), Appendix III (Administrative Requirements), Appendix IV (Investment Provider Minimum Standard Disclosure Statement), Appendix V (ING Excessive Trading Policy), Appendix VI (Investment Advisory Access Agreement) together with Attachment to Appendix VI (Disclosure Statement for Investment Advisory Services), and Appendix VII (ING Self Directed Brokerage Option Agreement); and Exhibit B (Performance Measures). Where the terms and provisions of this Agreement vary from the terms and provisions of the other Contract Documents including any Exhibit thereto, the terms and provisions of this Agreement shall prevail over the other Contract Documents, including the Exhibits to this Agreement and Exhibit A shall prevail over Exhibit B.

The Contract Documents set forth the entire Agreement between the County and the Contractor. The County and the Contractor agree that no representative or agent of either of them has made any representation or promise with respect to this Agreement which is not contained in the Contract Documents, and that all terms and conditions with respect to this Agreement are expressly contained herein. The Contract Documents shall constitute the Contract.

SCOPE OF WORK
The Contractor agrees to perform the services described in the Contract Documents (alternatively, the "Work"). The primary purpose of the Work is to provide to the County administrative services to facilitate the administration of the County's 401(a) defined contribution, 457 deferred compensation plan, and the 529 plan. The Contract Documents set forth the minimum Work estimated by the County and the Contractor to be necessary to complete the Work. It shall be the Contractor's responsibility, at the Contractor's sole cost, to provide the specific services set forth in the

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Contract Documents and sufficient services to fulfill the purposes of the Work. Nothing in the Contract Documents shall be construed to limit the Contractor's responsibility to manage the details and execution of its Work.

PROJECT OFFICER
The performance of the Contractor required by this Agreement is subject to the review and approval of the County Project Officer, who shall be appointed by the Director of the Arlington County Department of Human Resources, or designee. However, it shall be the responsibility of the Contractor to manage the details of the execution and performance of its Work under this Contract.

CONTRACT TERM
Work under this Agreement will commence on January 1, 2008 and shall continue until December 31, 2011 ("Initial Contract Term"), subject to any modifications as provided for in the Contract Documents. Upon satisfactory performance of the Contractor and with the concurrence of the Contractor, the County may, through issuance of an amendment executed by the parties, authorize continued operations of the Contractor under the same terms for not more than four (4) additional one-year periods (each period is referred to as "Subsequent Contract Term").

CONTRACT AMOUNT
The County will pay the Contractor in accordance with the Section 3 of the Exhibit A for the Contractor's completion of the Work described and required in the Contract Documents subject to the terms and conditions in those documents. The Contractor agrees that it shall complete the Work for the compensation specified in this section unless such compensation is modified as provided in this Agreement. The specified compensation includes all of Contractor's costs and fees (profit).

ADDITIONAL SERVICES
The Contractor shall not be compensated for any services provided except those included in Exhibit A and paid for as specified above unless those services are covered by a written Amendment to this Agreement signed by the County and the Contractor and a County Purchase Order is issued covering the expected cost of such services.

REIMBURSABLE EXPENSES
No reimbursable expenses are allowed under this Agreement.

ARLINGTON COUNTY BUSINESS LICENSES
The Contractor must comply with the provisions of Chapter 11 (Business Licenses) of the Arlington County Code.

NON-DISCRIMINATION NOTICE
Arlington County does not discriminate against faith-based organizations.

COUNTY EMPLOYEES
No employee of Arlington County, Virginia shall be admitted to any share or part of this Contract or to any benefit that may arise therefrom which is not available to the general public.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED
During the performance of this contract, the contractor agrees as follows:

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A. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law related to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

B. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an Equal Opportunity Employer.

C. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

D. The contractor will comply with the provisions of the Americans with Disabilities Act of 1990 which prohibits discrimination against individuals with disabilities in employment and mandates their full participation in both publicly and privately provided services and activities.

E. The contractor will include the provisions of the foregoing paragraphs in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

DRUG-FREE WORKPLACE TO BE MAINTAINED BY CONTRACTOR

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Arlington County Resolution, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

INDEMNIFICATION

The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its elected and appointed officials, officers, employees, agents, departments, agencies, boards, and commissions (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, resulting from, arising out of, or in
any way connected with the Contractor's intentional, negligent, or grossly 
negligent acts or omissions in performance or nonperformance of its work 
called for by the Contract Documents, or for breach of any duty or obligation 
established by law or regulation. This indemnification shall survive the 
termination of this Contract.

FAILURE TO DELIVER
In case of failure to deliver goods or services in accordance with the 
Contract terms and conditions, the County, after due oral or written notice, 
may procure the goods or services from other sources and hold the Contractor 
responsible for any resulting additional purchase and administrative costs; 
provided, that if public necessity requires the use of materials or supplies 
not conforming to the specifications, they may be accepted and payment 
therefor shall be made at a reduction in price to be determined solely by the 
County. This remedy shall be in addition to any other remedies, which the 
County may have. The County shall be entitled to offset such costs against 
any sums owed by the County to the Contractor.

ETHICS IN PUBLIC CONTRACTING
This Contract incorporates by reference Article 9 of the Arlington County, 
Virginia, Purchasing Resolution, as well as any state or federal law related 
to ethics, conflicts of interest, or bribery, including by way of 
illustration and not limitation, the Virginia State and Local Government 
Conflict of Interests Act, the Virginia Governmental Frauds Act, and Articles 
2 and 3 of Chapter 10 of Title 18.2 of the Virginia Code, as amended. The 
Contractor certifies that its offer is made without collusion or fraud and 
that it has not offered or received any kickbacks or inducements from any 
other offeror, supplier, manufacturer, or subcontractor and that it has not 
conferred on any public employee having official responsibility for this 
purchase any payment, loan, subscription, advance, deposit of money, 
services, or anything of more than nominal value, present or promised unless 
consideration of substantially equal or greater value was exchanged.

LIABILITY
The Contractor shall not be held responsible for failure to perform the 
duties and responsibilities imposed by this Contract if such failure is due 
to strikes, fires, riots, rebellions, or Force Majeure, beyond the control of 
the Contractor, that make performance impossible or illegal, unless otherwise 
specified in the Contract.

The County shall not be held responsible for failure to perform the duties 
and responsibilities imposed by the Contract if such failure is due to 
strikes, fires, riots, rebellions, or Force Majeure, beyond the control of 
the County, that make performance impossible or illegal, unless otherwise 
specified in the Contract.

ASSIGNMENT
The Contractor shall not assign, transfer, convey, sublet, or otherwise 
dispose of any award, or any or all of its rights, obligations, or interests 
under this Contract, without the prior written consent of the County, which 
has sole discretion in such matter.

APPLICABLE LAW
This Contract and the work performed hereunder shall be governed in all
respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia, and in no other court. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

AUTHORITY TO TRANSACT BUSINESS
In accordance with §13.1-613 of the Code of Virginia, any firm submitting a bid or proposal in response to this solicitation must be authorized to transact business in the Commonwealth of Virginia.

ACCESSIBILITY OF WEB SITE
If any work performed under this contract results in design, development, maintenance or responsibility for content and/or format of any County websites, or County's presence on other party websites, the Contractor shall perform such work in compliance with the requirements set forth in the U.S. Department of Justice document entitled "Accessibility of State and Local Government Websites to People with Disabilities." The document is located at: http://www.ada.gov/websites2.htm

IMMIGRATION REFORM AND CONTROL ACT OF 1986
The Contractor certifies that it does not, and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

ANTITRUST
By entering into this Contract, the Contractor conveys, sells, assigns and transfers to the County all rights, title, and interest in and to all causes of action the Contractor may now have or hereafter acquire under the antitrust laws of the United States or the Commonwealth of Virginia, relating to the goods or services purchased or acquired by the County under said Contract.

RELATION TO COUNTY
The Contractor will be legally considered as an independent contractor and neither the Contractor nor its employees will, under any circumstances, be considered employees, servants or agents of the County. The County will not be legally responsible for any negligence or other wrongdoing by the Contractor, its employees, servants or agents. The County will not withhold payments to the Contractor for any federal or state unemployment taxes, federal or state income taxes, Social Security tax, or any other amounts for benefits to the Contractor. Further, the County will not provide to the Contractor any insurance coverage or other benefits, including Workers' Compensation, normally provided by the County for its employees.

ARLINGTON COUNTY PURCHASING RESOLUTION
The Contract is governed by the applicable provisions of the Arlington County Purchasing Resolution. The time limit for final written decision by the County Manager in the event of a contractual dispute, as that term is defined in the Purchasing Resolution, is fifteen (15) days. Procedures for considering contractual claims, disputes, administrative appeals, and protests are contained in the Purchasing Resolution, incorporated herein by reference, and available upon request from the Office of the Purchasing
Agent.

ARBITRATION
It is expressly agreed that nothing under the Contract shall be subject to arbitration, and any references to arbitration are expressly deleted from the Contract.
PATENTS AND ROYALTIES
The Contractor covenants to save, defend, hold harmless, and indemnify the County, and all of its officers, officials, departments, agencies, agents, and employees (collectively the "County") from and against any and all claims, losses, damages, injuries, fines, penalties, costs (including court costs and attorney's fees), charges, liability, or exposure, however caused, for or on account of any trademark, copyright, patented or unpatented-invention, process, or article manufactured or used in the performance of this Contract, including its use by the County. If the Contractor uses any design, device, or materials covered by letters patent or copyright, it is mutually agreed and understood, without exception, that the Contract price includes all royalties or costs arising from the use of such design, device, or materials in any way involved with the work.

CONFIDENTIALITY AND RETURN OF RECORDS
The Contractor agrees that all findings, memoranda, correspondence, documents or records of any type, whether written or oral, and all documents generated by the Contractor or its subcontractors as a result of the County's request for services under this Contract, are confidential records ("Record" or "Records"), and neither the Records nor their contents shall be released by the Contractor, its subcontractors, or other third parties; nor shall their contents be disclosed to any person other than the Project Officer or designee. The Contractor agrees that all oral or written inquiries from any person or entity regarding the status of any Record generated as a result of the existence of this Contract shall be referred to the Project Officer or designee for response. At the County's request, the Contractor shall deliver all Records to the Project Officer, including "hard copies" of computer records, and at the County's request, and to the extent permitted by law, shall destroy all computer records created as a result of the County's request for services under this Contract.

The Contractor agrees to include the provisions of this section as part of any Contract or Agreement the Contractor enters into with subcontractors or other third parties for work related to work pursuant to this Agreement.

No termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating this section.

COPYRIGHT
The Contractor hereby irrevocably transfers, assigns, sets over and conveys to the County all right, title and interest, including the sole exclusive and complete copyright interest, in any and all copyrightable works created pursuant to this Agreement. The Contractor further agrees to execute such documents as the County may request to effect such transfer or assignment.

Further, the Contractor agrees that the rights granted to the County by this paragraph are irrevocable. Notwithstanding anything else in this Agreement, the Contractor's remedy in the event of termination of or dispute over the terms of this Agreement shall not include any right to rescind, terminate or otherwise revoke or invalidate in any way the rights conferred pursuant to the provisions of this paragraph. Similarly, no termination of this Agreement shall have the effect of rescinding, terminating or otherwise invalidating the rights acquired pursuant to the provisions of this "Copyright" paragraph.
The use of subcontractors or third parties in developing or creating input into any copyrightable materials produced as a part of this Agreement is prohibited unless the County approves the use of such subcontractors or third parties in advance and such subcontractors or third parties agree to include the provisions of this paragraph as part of any contract they enter into with the Contractor for work related to work under this Contract.

PAYMENT OF SUBCONTRACTORS
The Contractor is obligated to take one of the two following actions within seven (7) days after receipt of amounts paid to the Contractor by the County for work performed by any subcontractor under this Contract:

a. Pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under this Contract; or

b. Notify the County and the subcontractor, in writing, of the Contractor's intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.

The Contractor is obligated to pay interest to the subcontractor on all amounts owed by the Contractor that remain unpaid after seven (7) days following receipt by the Contractor of payment from the County for work performed by the subcontractor under this Contract, except for amounts withheld as allowed in b., above. Unless otherwise provided under the terms of this Contract, interest shall accrue at the rate of one percent (1%) per month.

The Contractor shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.

The Contractor's obligation to pay an interest charge to a subcontractor pursuant to the above provisions may not be construed to be an obligation of the County. A Contract modification may not be made for the purpose of providing reimbursement for such interest charge. A cost reimbursement claim may not include any amount for reimbursement for such interest charge.

AUDIT
The Contractor agrees to retain all books, records and other documents related to this procurement for at least five (5) years after final payment, or until audited by the County, whichever is sooner. The County or its authorized agents shall have full access to and the right to examine any of the above documents during this period. If the Contractor wishes to destroy or dispose of records (including confidential records to which the County does not have ready access) after the County's audit but within five (5) years after final payment, the Contractor shall notify the County at least thirty (30) days prior to such disposal, and if the County objects, shall not dispose of the records.

PROJECT STAFF
The County will, throughout the Contract Term and any renewal term, have the right of reasonable rejection and approval of staff or subcontractors assigned to the project by the Contractor. If the County reasonably rejects staff or subcontractors, the Contractor must provide replacement staff or
subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the Contractor’s employees, and employees of any of its subcontractors, shall be solely the responsibility of the Contractor.

SUPERVISION BY CONTRACTOR
The Contractor shall at all times enforce strict discipline and good order among the workers performing under this Contract, and shall not employ on the work any person not reasonably proficient in the work assigned.

REPORT STANDARDS
Reports or written material prepared by the Contractor in response to the requirements of this Contract shall, unless otherwise provided for in the Contract, meet standards of professional writing established for the type of report or written material provided, shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Project Officer, and shall be submitted for advance review and comment by the Project Officer. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

When submitting documents to the County, The Contractor shall comply with the following guidelines:

- All submittals and copies shall be printed on at least 30% recycled-content and/or tree free paper;
- All copies shall be double-sided;
- Report covers or binders shall be recyclable, made from recycled materials, and/or easily removable to allow for recycling of report pages (reports with glued bindings that meet all other requirements are acceptable);
- The use of plastic covers or dividers should be avoided; and
- Unnecessary attachments or documents not specifically asked for should not be submitted, and superfluous use of paper (e.g. separate title sheets or chapter dividers) should be avoided.

FIDELITY BONDING
The Contractor shall furnish proof of a fidelity bond covering all officers and employees who are responsible for the receipt, custody and disbursement of funds or assets. The amount of the bond shall be in an amount equal to $5,000,000.

ADJUSTMENTS FOR CHANGE IN SCOPE
The County may order changes in the work within the general scope of the work consisting of additions, deletions or other revisions. No claim may be made by the Contractor that the scope of the project or of the Contractor’s services has been changed requiring adjustments to the amount of compensation due the Contractor unless such adjustments have been made by a written amendment to the Contract signed by the County and the Contractor. If the Contractor believes that any particular work is not within the scope of the project or is a material change or otherwise will call for more compensation to the Contractor, the Contractor must immediately notify the Project Officer in writing of this belief. Within ten (10) days after any change or event
which the Contractor believes calls for more compensation, the Contractor must provide to the Project Officer a proposal which sets forth the amount of additional compensation claimed, together with the basis therefor and supportive documentation for the amount. The Contractor will not be compensated for performing any work unless a proposal complying with this paragraph has been submitted in the time specified above and a written amendment has been signed by the County and the Contractor and a County purchase order is issued covering the cost of the services to be provided under the amendment. If the Project Officer believes that the work is within the scope of the Contract as written, the Contractor will be ordered to continue work.

NONAPPROPRIATION
All funds for payments by the County under this Contract are subject to the availability of an annual appropriation for this purpose by the County Board of Arlington County. In the event of nonappropriation of funds by the County Board of Arlington County for the goods or services provided under this Contract or substitutes for such goods or services which are as advanced or more advanced in their technology, the County will terminate the Contract, without termination charge or other liability to the County, on the last day of the then current fiscal year or when the appropriation made for the then current year for the services covered by this Contract is spent, whichever event occurs first. If funds are not appropriated at any time for the continuation of this Contract, cancellation will be accepted by the Contractor on thirty (30) days prior written notice, but failure to give such notice shall be of no effect and the County Board of Arlington County shall not be obligated under this Contract beyond the date of termination.

TERMINATION FOR DEFAULT
The Contract will remain in force for the full period specified and until the County determines that all requirements and conditions have been satisfactorily met and the County has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the Initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the County will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the County in its discretion.

In the event the County decides to terminate this Contract for failure to perform satisfactorily, the County will give the Contractor at least thirty (30) days written notice before the termination takes effect. Such thirty (30) day period will begin upon the mailing of notice by the County. If the Contractor fails to cure the default within the thirty (30) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory Contract performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the County prior to such termination. However, an amount equal to all additional costs required to be expended by the County to complete the Work covered by the Contract, including costs of delay in completing the project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the County terminates the Contract.
Except as otherwise directed by the County, or in the case of termination for default (in which event the Contractor may be entitled to cure, at the option of the County), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

In the event any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

**TERMINATION FOR THE CONVENIENCE OF THE COUNTY**

The performance of work under this Contract may be terminated by the Purchasing Agent in whole or in part whenever the Purchasing Agent shall determine that such termination is in the County's best interest. Any such termination shall be effected by the delivery to the Contractor of a written notice of termination at least ninety (90) days before the date of termination, specifying the extent to which performance of the work under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a notice of termination and except as otherwise directed the Contractor shall stop all work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as are necessary for the completion of such portion of the work not terminated; immediately transfer all documentation and paperwork for terminated work to the County; and terminate all vendors and subcontracts and settle all outstanding liabilities and claims.

**REQUIREMENTS CONTRACT (ESTIMATED QUANTITIES)**

During the Contract Term, the Contractor will furnish all of the items or services described in the Contract Documents if so requested by the County. The Contractor understands and agrees that this is a requirements contract and the County will have no obligation to the Contractor if no items or services are required or requested by the County. Any quantities which are included in the Contract Documents are the present expectations of those who are planning for the County for the period of the contract. The amount is only an estimate and the Contractor understands and agrees that the County is under no obligation to the Contractor to buy any amount as a result of having provided this estimate or of having had any normal or otherwise measurable requirement in the past. The Contractor further understands that the County may require services in excess of the estimated annual Contract amount and that such excess shall not give rise to any claim for compensation other than at the unit prices in this Contract.

**INSURANCE REQUIREMENTS**

The Contractor shall provide to the County Purchasing Agent a Certificate of Insurance indicating that the Contractor has in force the coverage below prior to the start of any Work under this Contract. The Contractor agrees to maintain such insurance until the completion of this Contract. All required insurance coverages must be acquired from insurers authorized to do business
in the Commonwealth of Virginia and acceptable to the County. The minimum insurance coverage shall be:

Workers Compensation - Virginia Statutory Workers Compensation (W/C) coverage including Virginia benefits and employers liability with limits of $100,000/100,000/500,000. The County will not accept W/C coverage issued by the Injured Worker's Insurance Fund, Towson, MD.

Commercial General Liability - $1,000,000 combined single limit coverage with $1,000,000 general aggregate covering all premises and operations and including Personal Injury, Completed Operations, Contractual Liability, Independent Contractors, and Products Liability. The general aggregate limit shall apply to this Contract. Evidence of Contractual Liability coverage shall be typed on the certificate.

Additional Insured - Arlington County, its officers, elected and appointed officials, and employees shall be named as an additional insured in the Contractor's Commercial General Liability policy; evidence of the Additional Insured endorsement shall be typed on the certificate.

Cancellation - All insurance policies required hereunder shall be endorsed to include the following provision: "It is agreed that this policy is not subject to cancellation, non-renewal, material change, or reduction in coverage until thirty (30) days prior written notice has been given to the Purchasing Agent, Arlington County, Virginia." Therefore, the words "endeavor to" and "but failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives" are to be eliminated from the cancellation provision of standard ACORD certificates of insurance.

Contract Identification - The insurance certificate shall state this Contract's number and title.

Business Automobile Liability - $500,000 Combined Single Limit (Owned, non-owned and hired).

The Contractor shall carry Professional Liability insurance which will pay for injuries arising out of errors or omissions in the rendering, or failure to render professional services or perform Work under the contract, in the amount of $1,000,000.

Fidelity Bond in the amount of $5,000,000.

The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed on or in connection with the Work contracted for, and of all damage or injury to any person or property wherever located, resulting from any action, omission, commission or operation under the Contract, or in connection in any way whatsoever with the contracted Work.

No acceptance or approval of any insurance by the County shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon the Contractor by the provisions of the Contract Documents.
The Contractor shall be responsible for the Work performed under the Contract Documents and every part thereof, and for all materials, tools, equipment, appliances, and property of any description used in connection with the Work. The Contractor shall be as fully responsible to the County for the acts and omissions of its subcontractors and of persons employed by them as it is for acts and omissions of persons directly employed by it.

Notwithstanding any of the above, the Contractor may satisfy its obligations under this section by means of self insurance for all or any part of the insurance required, provided that the alternative coverages are submitted to and acceptable to the County.

NONEXCLUSIVITY OF REMEDIES
All remedies available to the County under this contract are cumulative and no such remedy shall be exclusive of any other remedy available to the County at law or in equity.

AMENDMENTS
This Contract shall not be amended except by written amendment executed by persons duly authorized to bind the Contractor and the County.

SEVERABILITY
The sections, paragraphs, sentences, clauses and phrases of this Contract are severable, and if any phrase, clause, sentence, paragraph or section of this Contract shall be declared invalid by the valid judgement or decree of a court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Contract.

WITNESS these signatures:

THE COUNTY BOARD OF ARLINGTON COUNTY, VIRGINIA

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: RICHARD D. WARREN, JR. PURCHASING AGENT
DATE: 1/23/08

ING LIFE INSURANCE AND ANNUITY COMPANY

AUTHORIZED SIGNATURE: [Signature]
NAME AND TITLE: Carl P. Steinhilber Vice President
DATE: January 9, 2008
GENERAL SCOPE OF WORK

The Contractor shall provide to the County (also referred to as the "Plan Sponsor") administrative services to facilitate the administration of the County's 401(a) defined contribution, 457 deferred compensation plan, and the 529 plan (all referred to as the "Plan") that include without limitation, accounting for deferrals or contributions, disbursement of funds, withholding of taxes, investment education, retirement counseling, investment of assets in the appropriate Plan investment options and proper recordkeeping of participant accounts. In addition, if the County decides to develop other similar plans such as Health Savings Accounts or Health Reimbursement Accounts, the Contractor shall provide administrative services to facilitate the administration of such other plans.

SECTION 1. RESPONSIBILITIES

With respect to the 457 Deferred Compensation Plan, the 401(a) Defined Contribution Plan, and the Deferred Option Retirement Plan (DROP), the Contractor shall perform the following work:

1. The development of Plan enrollment materials.

2. Conducting introductory on-site education and enrollment meetings for employees.

3. Ongoing allocation of Plan contributions to individual participant accounts, and reconciliation of Plan and participant activity on a daily basis.

4. Ongoing maintenance of participant beneficiary designations, excluding a solicitation of current participant beneficiary designations, unless otherwise mutually agreed to.

5. Ongoing maintenance, recordkeeping of individual participant account records and processing in a timely manner of all transactions permitted under the Plan as authorized or approved by the Plan Sponsor. Any delegation of the Plan Sponsor's role of authorizing or approving transactions under the Plan to the Contractor will be as directed later within the Contract Documents or other written instrument between the parties.

6. Ongoing provision to the Plan Sponsor of periodic Plan reports, as directed by the County Project Officer.

7. Ongoing provision of necessary tax forms on a timely basis to participants who received taxable distributions during the previous year, and any other information or forms required by law to be given to the participants, in accordance with the Contractor’s administrative practices accepted by the County.

8. Ongoing provision of four (4) onsite representatives to perform enrollment and education services, and to assist participants with account balance inquiries, investment selection changes, interfund
transfers or exchanges, and transaction initiation. Three (3)
representatives shall be licensed for Life, Health and Variable Annuity
in states of Virginia, Maryland, West Virginia, Delaware, and
Pennsylvania; and one (1) representative shall be administrative
support.

9. Ongoing provision of employee enrollment and education services,
including the provision of communication packages which include the
necessary information for employees to enroll and make investment
choices.

10. Provide access to customer service representatives via a toll free
telephone line to respond to Plan participant inquiries, provide
information about participants’ accounts and investment options and to
distribute administrative forms. The access hours shall be 8:00 am to
10:00 pm Monday through Friday, and 8:00 am to 4:00 pm on Saturday.

11. Provide access 24 hours a day, 7 days a week (except when normal
maintenance of the system occurs), to an automated voice response
system via toll free telephone lines, through which participants may
obtain updated account and investment information and initiate
transactions permitted under the Plan.

12. Provide access 24 hours a day, 7 days a week (except when normal
maintenance of the site occurs) to an internet site, through which
participants may obtain updated account and investment information, and
initiate transactions permitted under the Plan.

13. Incoming Rollovers/Transfers - Ongoing review and processing of
participant-initiated incoming rollover or transfer requests, on behalf
of the Plan Sponsor, shall be as directed by the County Project
Officer. Incoming rollover and transfer requests determined to be in
good order shall be processed on the same business day as the assets
are received by the Contractor.

At the Plan Sponsor’s direction, participants who have had a request
denied shall be given the opportunity to appeal to the Plan Sponsor for
review and final disposition of the determination.

14. Process Unforeseeable Emergency Withdrawals once approved by the
County. The request shall be processed as of the date received by the
Contractor; with payment being mailed or made available electronically
through ACH.

15. Domestic Relations Order Administration: Ongoing review and processing
of Domestic Relations Orders (DRO) on behalf of the Plan Sponsor, based
on the standard for the review, qualification and processing of DROs as
provided in Appendix I.

The Contractor shall make a determination within 5 business days of
receipt of the domestic relations order in Good Order (as defined in
Appendix I). If the request approved, the request shall be processed
as of the date of favorable determination.

If the domestic relations order is not received in good order, the
Contractor shall work with the respective parties until the order is
presented in Good Order.
16. Benefit Payment Authorization: Ongoing review and processing of participant-initiated benefit payment requests (including annuity payments and death benefits) due to participant’s separation from service or death, on behalf of the Plan Sponsor, based on mutually acceptable procedures for the review, qualification and processing of these requests. The Plan Sponsor is responsible for providing the Contractor with any and all participant termination data in the mutually agreed upon electronic format, within a reasonable time period following the participant’s separation from service or death. The Contractor may not make the applicable benefit payment request paperwork available to the participant until the termination data is received from the Plan Sponsor in Good Order.

Benefit payment requests are processed as of the date received in Good Order; with payment being mailed or made available electronically through ACH no later than 7 calendar days following the date the request is received in Good Order.

At the Plan Sponsor’s direction, participants who have had a withdrawal request denied shall be given the opportunity to appeal to the Plan Sponsor for a review and final disposition of the benefit determination.

17. Provide access to onsite counseling by licensed agents or representatives for Plan participants (See #8 above), who are retiring or otherwise requesting a benefit payment from the Plan, based on mutually acceptable standards.

18. Ongoing processing of Required Minimum Distributions (“RMD”) in accordance with the rules of Internal Revenue Code Section 401(a)(9) or other applicable law for eligible Plan participants and their beneficiaries.

The Plan Sponsor acknowledges that the Contractor shall not be responsible for any tax penalties or excise taxes the Plan Sponsor, Plan Participants, or beneficiaries may incur as a result of the Contractor’s failure to calculate the RMD amount where the failure is due to the Plan Sponsor’s, the Plan Participant’s or the beneficiaries’ failure to provide the required information in a timely manner.

17. Ongoing facilitation of communications between the Contractor, the Plan Sponsor and the Plan participants as directed by the County Project Officer.

18. Access to Investment Advice: The Contractor shall provide Plan participants access to an independent third party online investment advice provider, as specified in Appendix VI.

19. Access to Self Directed Brokerage Account: The Contractor shall make available to Plan participants, a self directed brokerage account option (“SDBO”). This option shall be specified in a separate agreement between the Contractor and the Plan Sponsor (Appendix VII).

With respect to the 529 plan, the Contractor shall perform the following work:

1. Conduct introductory on-site education and enrollment meetings for employees.
2. Ongoing provision of employee enrollment and education services.

SECTION 2. PARTICIPANT INFORMATION

1. Provision of Certain Participant Information: The Plan Sponsor or its authorized representative shall facilitate the ongoing transmission to the Contractor of all current Plan participant level records including, but not limited to: name; address; social security number; active or terminated employment status; and deferral amount information. The Plan Sponsor will provide information regarding changes in employment status and, to the extent the Plan Sponsor has knowledge of the death of any participant, the Plan Sponsor will notify the Contractor of such death. The Plan Sponsor shall provide such information on a timely basis and use its best efforts to assure the accuracy and completeness of all information provided to the Contractor.

2. Changes in Deferral or Contribution Information; New Participant Deferral or Contribution Information: The Contractor and the Plan Sponsor shall coordinate the processing of (i) changes in deferral or contribution amount information and (ii) initial deferral or contribution information pertaining to participants joining the Plan on or after the date the Contractor commences the provision of services under this Agreement.

SECTION 3. FEES

1. Contractor’s Compensation: The Contractor’s services under the Agreement are rendered in connection with the Plan Sponsor’s selection of certain investment products offered by or through the Contractor. The revenues paid to the Contractor from such investment products shall constitute the sole source of compensation for the services rendered and expenses incurred under this Agreement. The Contractor shall not assess a daily fee against the value of all participant accounts allocated to Plan investment options made available through direct purchases of registered investment company shares.

Any fees, reimbursements, products and services rendered in connection with this Agreement are contingent on the Contractor being the exclusive provider of investment products and administrative services to the Plans during the Term of this Agreement and any subsequent renewal periods. The addition of any other provider or providers to the Plans during the Term of this Agreement and any subsequent renewal periods or changes in the Plan document may impact any fees, reimbursements, products and services under this Agreement.

This Agreement and fees are contingent on the Plan provisions in effect on the date of this Agreement. Any amendment to the Plan may impact this Agreement and fees.

2. Performance Standards: The Contractor agrees to comply with the standards set forth on Exhibit B in the performance of this Agreement.
At the Plan Sponsor’s request, the Contractor shall report to the Plan Sponsor how it measures compared to these performance standards. Any non-performance fee payable pursuant to the terms of Exhibit B shall be in addition to any damages or other remedies available to the Plan, participants or the Plan Sponsor hereunder. The Contractor and the Plan Sponsor shall review these performance standards at the Plan Sponsor’s request and make adjustments as necessary and mutually agreed.

SECTION 4. GENERAL

1. Business Recovery Plan: The Contractor acknowledges that it has a Business Recovery Plan in place for its computer environment, specifying steps to be taken in the event of a disaster. The plan is built around a worst-case scenario involving loss of the facility or loss of access to the facility. It is also adaptable to less severe disasters. Generally, there are three phases to the Contractor’s Business Recovery Plan:

- Immediate response, damage assessment and critical notifications
- Environmental and operation restoration
- Operational readiness, testing and business resumption

A critical part of this plan is the Contractor’s System Recovery Plan, which itself has three components:

Hardware: the Contractor maintains a primary data center to support its mainframe applications and a portion of its mid-range and Intel based distributed environment. The Contractor has contracted with an outside vendor to provide hot site recovery capabilities for the primary data center in case of a site level disaster. The vendor maintains equipment that the Contractor shall use to restore its applications in case of emergency. In addition, the Contractor has several data centers located throughout the U.S. with mid-range and distributed equipment to lessen the risk from any one site. On-site generators and UPS systems provide continuous power to the Contractor’s facilities. A fully redundant wide area network connects all of the data centers in the U.S. as well as to the hot site vendor facility.

Application software: the Contractor secures program libraries, to tape cartridges weekly, storing them in both on-site and off-site vaults.

Production data: the Contractor’s system and database files are backed up periodically, many on a daily basis, to tape cartridges stored in both on-site and off-site vaults.

The Contractor’s internal auditors have reviewed its disaster recovery procedures. Portions of the plan are tested on an annual basis.

Physical security to the Contractor’s primary facilities and data centers have been enhanced since September 11, 2001.

2. Ownership of Records: The Contractor agrees that all computer tapes, discs, programs and any records generated by the Contractor under this
Agreement shall be the property of the Plan. In the event of the termination of this Agreement, the Contractor shall provide all electronic and/or written data records to the Plan's designated representative or to a new contractor in an agreed upon format at no cost and within 180 days of written notice of intent to terminate this Agreement.

3. Acknowledgment: The Plan Sponsor acknowledges that:

(a) the Contractor is performing non-discretionary, ministerial administrative services at the direction of the Plan and its' authorized representatives;

(b) the Plan Sponsor and its authorized representatives have sole authority for making all benefit determinations. The Plan Sponsor may delegate the day-to-day administration of initial benefit determinations to the Contractor as indicated in Section 1;

(c) the Plan Sponsor and its authorized representative have the sole authority for the review and final disposition of a Plan Participant's appeal of any benefit determination made by the Contractor under the Plan;

(d) the Contractor does not directly provide any investment advice to the Plan Sponsor with respect to the Plan's assets;

(e) in performing services under this Agreement, the Contractor is entitled to rely on any information the Plan Sponsor, or its' authorized representatives or the Plan participants provide. The Contractor has a reasonable duty to inquire as to the authenticity or the accuracy of such information or the actual authority of such person to provide it; and

(f) the Plan Sponsor will promptly provide to the Contractor any proposed amendments to the Plan for review and comment by the Contractor at least 90 days prior to the proposed amendment effective date.

4. Notices: Each party shall promptly provide the other with notice and copy of any attempts to levy or attach amounts held under the Plan and/or any litigation affecting the Plan of which it becomes aware and/or any notices or demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt

5. Notices to the Contractor shall be sent to:

ING Life Insurance and Annuity Company
Attn: Associate General Counsel
Legal Department, TS31
One Orange Way, C1S
Windsor, CT 06095-4774

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Notices to the Plan Sponsor shall be sent to:

Richard Warren, Jr.
Purchasing Agent
2100 Clarendon Blvd., Suite 500
Arlington, VA 22201

6. Contractor Primary Contact: The Contractor designates the following individual to serve as the primary point of contact for the Agreement:

   Jennifer Parent
   Plan Manager
   ING Life Insurance and Annuity Company
   PO Box 990064
   Hartford, CT 06199-0064

The Contractor or designee must confirm to Plan Sponsor its receipt of written inquiries within two (2) business days and provide a full written response within three (3) weeks. The Contractor shall not change the primary contact without prior notice to the Plan Sponsor.

7. Conflict of Interest: The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, employees, agents or subcontractors and the Plan Sponsor. The Contractor shall make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.

8. Improper Consideration: The Contractor shall not offer or be forced to provide (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee, group of employees, or agent of the Plan Sponsor in an attempt to secure favorable treatment or consideration.

9. The Plan Sponsor or any appointee thereof, shall have the right to review and audit all records, books, documents, and other pertinent items as requested, and shall have the right to monitor the performance of the Contractor in the delivery of services provided under this Agreement. Full cooperation shall be given by the Contractor in the implementation, and in any auditing or monitoring conducted.

10. Confidentiality: The Contractor acknowledges that all information made available by the Plan Sponsor about its employees shall be considered confidential. The Contractor agrees that it shall not distribute, disclose or release to any third party any such confidential information except as may be necessary to the performance of services hereunder either during or at any time after the term of the Agreement, upon the prior written approval of the Plan Sponsor or as otherwise required by law.

11. Selection of Investment Options: The addition or removal of any investment option to the Plan must be mutually agreed to by the Contractor and the Plan Sponsor and shall be made in accordance with a mutually agreed upon schedule for implementing the change.
(1) Subject to mutual agreement between the parties to add an investment option;

(i) The Plan Sponsor may direct the Contractor to add an investment option from the range of investment products the Contract currently offers, and that are currently available in the Program, upon thirty (30) days written notice of the proposed change.

(ii) The Plan Sponsor may direct the Contractor to add an investment option that the Contract does not currently offer or an investment option that the Contractor currently offers but is not currently available in the Program, upon at least ninety (90) days written notice of the proposed change. Any investment option additions made pursuant to this Subsection 11(1)(ii) shall be made in accordance with the Contractor's scheduled quarterly fund updates.

(2) The Contractor reserves the right to reject any new investment option that imposes short-term trading (redemption) fees on participant accounts.

(3) To the extent an existing investment option imposes short-term trading (redemption) fees on Participant accounts, the Contractor reserves the right to discontinue offering the investment option or to deduct any such short-term trading (redemption) fees from participant accounts.

12. Limits Imposed by Underlying Funds: The Plan Sponsor understands and acknowledges that orders for the purchase of fund shares may be subject to acceptance by the fund. The Contractor reserves the right to reject, without prior notice, any allocation of payments to the variable investment products, including the NAV Funds, if the Contractor's purchase order for the corresponding fund is not acceptable by the fund for any reason.

13. Limits Imposed by Contractor on Frequent Transfers: The Plan Sponsor understands and acknowledges that the investment products offered or otherwise made available by or through the Contractor are not designed to serve as vehicles for frequent trading in response to short-term fluctuations in the market. Such frequent trading can disrupt management of a fund and raise its expenses. This in turn can have an adverse effect on fund performance. Accordingly, the Plan Sponsor agrees to adhere to the Contractor's current Excessive Trading Policy, as set forth in Appendix V (ING Excessive Trading Policy). The Contractor reserves the right to modify the Excessive Trading Policy in whole or in part at any time and without prior notice, depending on the needs of the underlying fund(s), the best interest of contract owners and fund investors, and/or state or federal regulatory requirements.

14. The Contractor, through its subcontractors or subsidiaries, shall service or perform all marketing communications, enrollment and securities transactions settlement and processing functions assigned to the Contractor. ILIAC shall perform directly all other responsibilities assigned to the Contractor, including Plan and participant recordkeeping.
EXHIBIT B
Performance Standards

The items outlined below are critical for the first year and may be negotiated in subsequent years as the County’s needs and focus changes.

If any of the items are not completed as indicated, the County’s Human Resources Director or designee will provide the Regional Manager 30 business days notice of the issue. If any of the issues are not completed as indicated with the 30 business days notice, 100% of the performance guarantee of $50,000 shall be paid to the County.

<table>
<thead>
<tr>
<th>Service</th>
<th>Performance Standards</th>
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<tbody>
<tr>
<td>1. Hire a fourth fulltime onsite representative with CFP credentials</td>
<td>By March 30, 2008</td>
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<tr>
<td>2. Recruiting and termination of staff shall be conducted by Regional</td>
<td>January 1, 2008</td>
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<tr>
<td>Manager in Fairfax Office with input from the County, including</td>
<td></td>
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<td>recommended candidates.</td>
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<tr>
<td>3. Ensure staff has appropriate time management training as agreed</td>
<td>By March 30, 2008</td>
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<td>upon by the Regional Manager and the County.</td>
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<tr>
<td>4. Upon receipt from the County of mutually agreed upon data on or</td>
<td>March 31, 2008</td>
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<tr>
<td>before the last day of February, reallocate forfeitures to eligible</td>
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<tr>
<td>participants (as of December 31 of each calendar year) by March 31 of</td>
<td></td>
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<tr>
<td>the succeeding year.</td>
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<td>5. Provide customized communications in a timely manner</td>
<td>Within 30 calendar days of request</td>
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<tr>
<td>6. Create a standardized schedule to be delivered and reviewed</td>
<td>January 1, 2008</td>
</tr>
<tr>
<td>quarterly by the County which include items 7-12 below</td>
<td>April 1, 2008</td>
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<td>July 1, 2008</td>
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<td>September 1, 2008</td>
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<tr>
<td>recommendations within 30 days of the close of the quarter. The Fund</td>
<td>July 30, 2008</td>
</tr>
<tr>
<td>Analyst responsible for Arlington County must be present for quarterly</td>
<td>September 30, 2008</td>
</tr>
<tr>
<td>fund reviews</td>
<td>December 30, 2008</td>
</tr>
<tr>
<td></td>
<td>Conduct semi-annual meetings with ING leadership and the County project staff</td>
</tr>
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<td>--------------------------------------------------------------------------------</td>
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<tr>
<td>9</td>
<td>Explain the Plan to new employees at New Employee Orientation</td>
</tr>
</tbody>
</table>
|  10| Provide a minimum of 50 seminars a year throughout the County (not including New Employee Orientation). At minimum include the following:  
   - 529 College Savings Plan  
   - Asset Allocation  
   - Brainshark seminars and training  
   - Budgeting  
   - Catch-up Provisions  
   - Distribution Options  
   - DROP  
   - Insurance (risk management)  
   - How to use online tools | TBD                      |
|   | Field Plan Representative shall provide client contacts to the County on a bi-weekly basis for the purpose of customer satisfaction surveys | Ongoing                  |
|  12| Provide employees and retirees access to the Regional Manager 4 hours per month onsite at County office(s). | TBD                      |
|   | Provide “office hours” through the County on a regular basis for walk-ins (i.e. 2 hour block of time at Trades Center, Fire Stations, DHS, etc). This schedule should be identified in #6 above. | TBD                      |
|  14| Purchase Cheshire’s financial software package and provide benefit to County employees. | January 1, 2008           |
ARLINGTON COUNTY, VIRGINIA
457 DEFERRED COMPENSATION PLAN
AND
401(a) DEFINED CONTRIBUTION PLAN

Appendix I.

Domestic Relation Order
Review and Approval Requirements

For a domestic relations order to meet the Contractor's good order processing standards, the order must meet the following requirements regardless of the type of plan. Certain governmental plans are subject to less stringent requirements in the determination of whether a domestic relations order is considered "qualified." In addition, certain state rules may be imposed on domestic relations orders by statute.

1. The order must be an original or a court-certified copy of the original, signed by the judge or clerk of the court. A fax or a photocopy cannot be accepted in order to meet Contractor’s good order standards.

2. The order must create or recognize the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a participant under the plan.

3. The order must constitute a judgment, decree or order (including approval of a property settlement agreement) that relates to provisions of child support, alimony payments or property rights to a spouse, former spouse, child or other dependent of a participant, made pursuant to a state domestic relations law (including a community property law).

4. The order must clearly and unambiguously name each plan to which the order applies.

5. The order must clearly specify the name and last known mailing address of the participant and each alternate payee covered by the order. (If the alternate payee is a minor or is legally incompetent, the order must include the name and address of the alternate payee’s legal representative.)

The order should identify the social security number and date of birth of the participant and each alternate payee covered by the order. If State or local law prevents the inclusion of such information in the court order, this data must be provided to ING, in writing, by the party that drafts the court order, in order for good order processing standards to be met.

6. The order must include the amount or percentage, or the manner in which the amount or percentage is to be determined, of the participant’s benefits to be paid by the plan to each alternate payee. The calculation of this amount must be very clear and not subject to interpretation. If the amount ordered to be paid to the alternate payee’s account is at all ambiguous, then the order cannot be accepted.
7. The order must be specific with respect to the dollar amount or percentage of the participant’s benefit to which the alternate payee is entitled. The order must specify the exact date as of which the account should be valued. Participant accounts are valued each day the New York Stock Exchange is open under Contractor’s processing standards.

8. The order must provide that the calculation of the amount of the participant’s benefit to which the alternate payee is entitled to be readily calculable and according to records currently available to the Contractor. Pursuant to this requirement, the Contractor shall not accept any order that requires calculations prior to the time the Contractor began providing services to the plan, unless the actual financial records necessary to make such calculation are provided to the Contractor.

9. If the order specifies a dollar amount to be paid to the alternate payee, such amount may not exceed the participant’s vested balance in the plan. Amounts payable to an alternate payee shall be distributed proportionately from the participant’s account with the Contractor. Account values fluctuate with market conditions, if the dollar amount specified is above the current balance, the request may be rejected.

10. A plan may specify a date as of which QDROs are allowed under the plan (such as orders dated after a specified date, e.g., January 1, 2002). Court orders which pre-date the allowance of QDROs under the plan may not be accepted.

11. The order must not require the plan to provide any type or form of benefit, or any option, not otherwise provided under the plan.

12. The order must not require the plan to provide increased benefits (determined on the basis of actuarial value).

13. The order must not require any payment of benefits to an alternate payee that is required to be paid to another person under any court order.

14. The order must not provide for tax treatment of the account other than as required under federal law and regulations.

15. If earnings prior to the effective date are also to be segregated on behalf of the alternate payee, the attorney representing the participant must provide the actual financial records necessary to make such calculation, if such records are not available to the Contractor.
Appendix II.
Loan Program

Terms of Contractor's Loan Program ("Loan Program"):  

This Loan Program is only available to the extent that the Plan Sponsor has established an automated contribution remittance process that is acceptable to the Contractor. Where a Plan remits contributions from multiple payroll locations, this Loan Program shall only be available to participants at payroll locations that have established an automated contribution method acceptable to the Contractor.

- **Types of Loans Permitted:**
  - General Purpose
  - Residential

- **Maximum number of loans that may be outstanding at any time:**
  - One (1) General Purpose
  - One (1) Residential

- **Minimum Loan Amount - $1,000.**

- **Maximum Loan Amount** - the maximum amount of a loan made pursuant to this Loan Program shall be an amount which, when added to the outstanding balance of any other loans to the participant from the Plan and any other qualified plan of the Employer, does not exceed the lesser of:

  (i) $50,000 reduced by the excess (if any) of:

    a) the highest outstanding balance of loans from the Plan to the participant during the one year period ending on the day before the date on which such loan is made, less
    b) the outstanding balance of loans from the Plan to the participant on the date on which such loan was made, or

  (ii) one-half (1/2) of the present value of the non-forfeitable accrued benefit of the participant under the Plan.

- For purposes of this limit, all plans of the Employer shall be considered one plan, to the extent required by Section 72 of the Internal Revenue Code, and the balance of all loans under any plan of the Employer under which the individual participates must be aggregated in determining the maximum loan available from the Plan. The Employer will be responsible for confirming the accuracy of the loan amount available for participant and has an outstanding loan balance with an Employer sponsored plan that is not administered by the Contractor.
All assets under the participant's Account with the Contractor shall be considered in determining the maximum loan amount available.

Loan fee shall be deducted from the participant’s total account balance before determining the maximum loan amount available.

**Loan Interest Rate** - the interest rate used for loans from your-Plan must be commensurate with interest rates currently charged by persons in the business of lending money for loans which would be made under similar circumstances.

The Contractor shall set the loan interest rate on the first business day of each calendar month following the month in which a change in the loan interest rate index occurs. Changes to the loan rate shall be applicable to loans issued on or after the first business day of the month following the month in which the rate is changed. The index for establishing the loan interest rate for the Plan shall be the Prime Interest Rate published in the Wall Street Journal on the last business day of any month.

No adjustment factor is to be added to the indexed interest rate for loans issued under the Plan.

**Loan Repayment Frequency** - The loan repayment frequency shall be used to amortize the loan and calculate loan repayments. All loan repayments from all payroll locations must use a biweekly loan repayment frequency regardless of the individual location's defined contribution submission frequency.

**Prepayment** - Prepayment of the full loan amount shall be allowed at any time, without penalty. Partial loan prepayments are not permitted.

**Maximum loan repayment period**
- General Purpose - maximum of 60 months.
- Residential - maximum of 360 months.

**Investment of Loan Repayments** - Loan repayments shall be allocated in accordance with the participant’s current contribution investment allocation instructions on the date a loan repayment is received in good order.

**Loan Default Restrictions** - If the participant defaults on any loan under the Plan, the participant shall not be allowed to initiate another loan of that type under the Plan until the defaulted amount is repaid.

**Loan Fee** - The Contractor shall charge a one-time fee to the Participant at the time of loan for services rendered under this Loan Program, in the amount of $5 per loan.

**Money Source Withdrawal Sequence** - A withdrawal or liquidation sequence for money sources available to fund a loan is as follows:

- Employee After-Tax
- Employer Match
- Employer Initial Deposit
- Employer
- Rollover

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• **Fund Withdrawal Sequence** – money shall be withdrawn from participant investment options on a pro-rata basis.

• **Spousal Consent** – No spousal consent is required for loans from the Plan.

• **Loan Authorization** – the Contractor, based on the loan provisions of the Internal Revenue Code Section 72(p), corresponding regulations and terms of the Loan Program as identified in this Appendix, shall be responsible for authorizing loan disbursements.

• **Paperless Loan Processing** – Not Applicable.

• **Loan Request Notification** – The Contractor shall provide the Plan Sponsor with a daily report, accessible from the internet, of those Plan participants that have requested a loan package from the Contractor within the previous 90 days.

• **Loan Monitoring** – Quarterly loan monitoring by the Contractor – the loan default process shall occur only on four specific days per year, i.e., the last business days of each calendar quarter. This schedule allows us to more effectively monitor and take action on loans that risk default. If you elect this option, you agree that the grace period on all existing and future loans shall be the last business day of the calendar quarter following the calendar quarter in which the loan repayment was due. You also agree to have the Contractor actively monitor and alert participants of potential loan defaults and defaulted loans.

• **Trust Requirement** – Loans extended under this Loan Program shall be held in trust by ING National Trust.

**Plan Sponsor Responsibilities:**

• Ensure the Plan document and any applicable state/local law allows for loans to be administered in accordance with the terms of this Loan Program.

• The Plan Sponsor will inform the Contractor of any change to the provisions of the Loan Program (and thus the criteria for approving loans under the Plan) as identified in this Appendix.

• Establish payroll deduction of loan repayment amount for each participant with an approved loan.

• Remit loan repayment amounts by payroll deduction on the frequency elected above and identify loan repayment amounts in an agreed upon automated basis.

• Notify the Contractor of any participant with an outstanding loan who begins a leave of absence, either bona fide (for a period of not more than one year) or due to uniformed service (military duty) and for whom suspension of loan repayments shall apply.

**Contractor Responsibilities:**

• The Contractor shall set the interest rate to apply to loans issued under the Plan. Such rate shall be determined monthly for new loans. A loan shall be processed using the rate in effect when the loan request package is sent to the Participant. The loan request package and interest rate shall be valid for a maximum of 30 days. The Contractor shall reset the loan interest rate as indicated in the Loan...
Interest Rate section above. The rate shall apply for the duration of the loan.

- Process loans from a participant's account in accordance with the terms of the Loan Program and the loan request package.

- Deduct the loan amount from the participant's account based on the Money Source Withdrawal Sequence selected above, on a pro-rata basis across all current investment options within the participants account or such other method as agreed upon between Contractor and the participant.

- Furnish quarterly reports to the Plan Sponsor showing participant loan activity.

- Furnish participants with quarterly account statements, reflecting loan activity since the prior statement date.

- Provide the Plan Sponsor with the loan repayment amount for each participant loan as determined by the level amortization table applicable to the amount of the loan, the repayment frequency, and selected repayment period.

- Upon notice from Plan Sponsor that a participant with an outstanding loan is on a qualifying leave of absence, loan repayments may be suspended for the maximum period permitted under IRS rules. Currently, IRS rules permit loan repayments to be suspended in the following circumstances:

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

  - A participant on a leave of absence due to performance of the uniformed services (as described under Internal Revenue Code Section 414(u)), may elect to suspend loan repayments for the period of uniformed service. In this situation, upon the participant's return from uniformed service, the loan repayment period shall be extended by a period equal to the length of the uniformed service.

The Contractor shall monitor loan repayments and perform default processing if a scheduled loan repayment is not received by the end of the grace period allowed for payment as defined in the Promissory Note and Security Agreement. Should this occur, the entire loan shall be in default. At the beginning of each calendar quarter, the Contractor shall generate a warning letter to any participant who has missed a loan repayment in the previous quarter. The letter shall describe the implications of missing a loan repayment and the date on which the loan shall be defaulted unless a repayment prior to the end of the grace period. At the same time, the Contractor shall generate loan reports noted below and include them in the package of sponsor reports mailed on a quarterly basis.
- Report of all loans and loan repayments during the previous quarter.
- Report of all defaulted loans during the previous quarter.
- Report of all loans for which a repayment was missed during the previous calendar quarter. These loans are potential defaults for the end of the upcoming calendar quarter. The report would represent a list of all the letters sent to participants who missed a loan repayment during the previous quarter.

One month prior to the end of each calendar quarter, the Contractor shall mail warning letters to participants who have missed a loan repayment in the preceding calendar quarter. The letter would again explain the implications of a missed loan repayment.

On the last business day of the calendar quarter the Contractor shall default any loan in which the grace period expires that day. A confirmation letter shall be sent to participants for whom a loan default is processed.

Compute and withhold federal and state income taxes, as required by law, for loan defaults or withdrawals from the Plan in order to repay outstanding loan amounts in full, in accordance with the Internal Revenue Code and applicable guidance. The Contractor shall forward, within the applicable time limit, the appropriate information return reflecting the amount of the defaulted loan disbursement and taxes withheld to the appropriate taxing authority and to the participant.
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Appendix III.

Administrative Requirements

For purposes of this Appendix, all references to "participant" are intended to apply equally to all account holders under the Plan. This includes participants, beneficiaries and alternate payees.

1. Participant account statements and Plan Sponsor reports shall reflect accurate information with regard to contributions, allocations, earnings and withdrawals.

2. Under normal circumstances and unless otherwise authorized by the Plan Sponsor; participant quarterly statements shall be mailed within 15 days of the end of a calendar quarter.

3. Information on payout options, including a notice which satisfies the requirements of Internal Revenue Code Section 402(f), shall be made available to participants through the internet or a toll free telephone number. Additionally, upon a terminated Participant’s request, a licensed representative shall provide to the Participant education and assistance on the available payout options.

4. Contributions determined to be in Good Order on any day that the New York Stock Exchange is open (a "Business Day"), and prior to the close of the exchange, shall be applied to the appropriate account on that day’s close of business of the New York Stock Exchange. Contributions received at any other time shall be applied to the appropriate account on the next succeeding Business Day. Written confirmation of receipt and deposit shall be provided to the Plan Sponsor or its designee by mail. The Contractor shall notify the Plan Sponsor or its designee by telephone within two business days of discovery of transactions received not in Good Order. If after 5 business days, transactions remain not in Good Order, the Contractor shall require the Plan Sponsor to provide written consent for the Contractor to continue holding the amount of the contributions related to the not in Good Order transactions in a non-interest bearing suspense account. If after 14 business days, the transactions remain not in Good Order, the amount of the contributions received not in Good Order shall be refunded to the Plan Sponsor.

5. All correspondence and marketing materials written specifically for the Plan Sponsor, the Plan participants and the Plan Sponsor’s employees shall be provided to the Plan Sponsor or its designee for approval prior to the scheduled date of publication or distribution.

6. A calendar year-end report shall be delivered to the Plan Sponsor, by March 31st of the following year. Such report shall be prepared for the Plan and shall include:

- Investment Performance;
- Asset Allocation by Investment Option;
• Investment Option Summary by Asset Class;
• Asset Distribution by Participants Age;
• Historical Assets;
• Contributions/Deferrals by Asset Class;
• Contributions/Deferrals by Investment Option;
• Historical Contributions/Deferrals;
• Investment Diversification;
• Participant Demographics (Age & Gender);
• Participation Levels;
• Participant Service Utilization;
• Communication Update;
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Appendix IV.

Investment Provider Minimum Standards Disclosure Statement

The following items summarize the minimum administrative requirements required in order for the Contractor to transact with an investment provider on the Plan’s behalf:

1. **Pricing Deadlines:** The investment provider must furnish the Contractor with confirmed net asset value information as of the close of trading (generally 4:00 p.m., Eastern Time) on the New York Stock Exchange (“Close of Trading”) on each business day that the New York Stock Exchange is open for business (“Business Day”) or at such other time as the net asset value of the fund is calculated as disclosed in the relevant then current prospectus(es) in a format that includes (i) the fund’s name and the change from the last calculated net asset value, (ii) dividend and capital gains information as it arises, and (iii) in the case of a fixed income fund, the daily accrual or the distribution rate factor. Such information shall be provided to the Contractor by 6:30 p.m. Eastern Time. “Net” means after all management, service and administrative expenses are deducted.

2. **Pricing Error Reimbursements:** The investment provider shall agree to hold the Plan harmless for any amounts erroneously credited to participant accounts due to (i) an incorrect calculation of the fund’s daily net asset value (“NAV”), dividend rate, or capital gains distribution rate or (ii) incorrect or late reporting of the daily net asset value, dividend rate, or capital gains distribution rate of a fund, by reimbursing the Contractor, on the Plan’s behalf. In addition, the fund shall be liable to the Contractor for systems and out of pocket costs incurred by the Contractor in making the Plan’s or the participant’s account whole, if such costs or expenses are a result of the fund’s failure to provide timely or correct net asset values, dividend and capital gains or financial information and if such information is not corrected by 4:00 p.m. Eastern Time of the next Business Day after releasing such incorrect information provided the incorrect NAV as well as the correct NAV for each day that the error occurred is provided. If a mistake is caused in supplying such information, which results in a reconciliation with incorrect information, the amount required to make a Plan’s or a Participant’s account whole shall be borne by the investment provider providing the incorrect information, regardless of when the error is corrected.

3. **Sales Literature:** The investment provider shall provide to the Contractor at least one complete copy of all prospectuses, statements of additional information, annual and semiannual reports and proxy statements, other related documents, and all amendments or supplements to any of the above documents that relate to the fund promptly after the filing of such document with the SEC or other regulatory authorities. The investment
provider agrees to provide to the Contractor, in electronic format, performance updates and portfolio updates for the fund within 10 business days after the end of each calendar quarter.

4. Advertising: Advertising and literature with respect to the fund prepared by the Contractor for use in marketing shares of the fund to the Plan shall be submitted to the investment provider for review and approval before such material is used with the Plan. The investment provider shall advise the Contractor in writing within three (3) Business Days of receipt of such materials of its approval or disapproval of such materials.

5. Expense Reimbursement: The investment provider shall make available for reimbursement certain out-of-pocket expenses the Contractor incurs in connection with providing shareholder services to the Plan. These expenses include actual postage paid by the Contractor in connection with mailing updated prospectuses, supplements and financial reports to participants, and all costs incurred by the Contractor associated with proxies for the fund, including proxy preparation, group authorization letters, programming for tabulation and necessary materials (including postage).

6. Excessive Trading: The investment provider shall use its best efforts and shall reasonably cooperate with the Contractor to generally prevent any market timing and frequent trading activity under the Plan. See the "ING Excessive Trading Policy" in Attachment I.
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Appendix V.

ING Excessive Trading Policy

The ING family of insurance companies ("ING"), as providers of multi-fund variable insurance and retirement products, has adopted this Excessive Trading Policy to respond to the demands of the various fund families which make their funds available through our variable insurance and retirement products to restrict excessive fund trading activity and to ensure compliance with Section 22c-2 of the Investment Company Act of 1940, as amended. ING's current definition of Excessive Trading and our policy with respect to such trading activity is outlined below.

1. ING actively monitors fund transfer and reallocation activity within its variable insurance and retirement products to identify Excessive Trading.

   ING currently defines Excessive Trading as:
   a. More than one purchase and sale of the same fund (including money market funds) within a 60 calendar day period (hereinafter, a purchase and sale of the same fund is referred to as a "round-trip"). This means two or more round-trips involving the same fund within a 60 calendar day period would meet ING's definition of Excessive Trading, or
   b. Six round-trips within a twelve month period.

The following transactions are excluded when determining whether trading activity is excessive:
   a. Purchases or sales of shares related to non-fund transfers (for example, new purchase payments, withdrawals and loans);
   b. Transfers associated with scheduled dollar cost averaging, scheduled rebalancing or scheduled asset allocation programs;
   c. Purchases and sales of fund shares in the amount of $5,000 or less;
   d. Purchases and sales of funds that affirmatively permit short-term trading in their fund shares, and movement between such funds and a money market fund; and
   e. Transactions initiated by a member of the ING family of insurance companies.

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

3. If ING determines that an individual has used one or more of its products to engage in Excessive Trading, ING will send a second letter to the individual. This letter will state that the individual’s Electronic Trading Privileges have been suspended for a period of six months. Consequently, all fund transfers or reallocations, not just those which involve the fund whose shares were involved in the Excessive Trading activity, will then have to be initiated by providing written instructions to ING via regular U.S. mail. During the six month suspension period, electronic “inquiry only” privileges will be permitted where and when possible. A copy of the letter restricting future transfer and reallocation activity to regular U.S. mail and details of the individual’s trading activity may also be sent to the fund whose shares were involved in the Excessive Trading activity.

4. Following the six month suspension period during which no additional Excessive Trading is identified, Electronic Trading Privileges may again be restored. ING will continue to monitor the fund transfer and reallocation activity, and any future Excessive Trading will result in an indefinite suspension of the Electronic Trading Privileges. Excessive Trading activity during the six month suspension period will also result in an indefinite suspension of the Electronic Trading Privileges.

5. ING reserves the right to limit fund trading or reallocation privileges with respect to any individual, with or without prior notice, if ING determines that the individual’s trading activity is disruptive, regardless of whether the individual’s trading activity falls within the definition of Excessive Trading set forth above. Also, ING’s failure to send or an individual’s failure to receive any warning letter or other notice contemplated under this Policy will not prevent ING from suspending that individual’s Electronic Trading Privileges or taking any other action provided for in this Policy.

6. Each fund available through ING’s variable insurance and retirement products, either by prospectus or stated policy, has adopted or may adopt its own excessive/frequent trading policy. ING reserves the right, without prior notice, to implement restrictions and/or block future purchases of a fund by an individual who the fund has identified as violating its excessive/frequent trading policy. All such restrictions and/or blocking of future fund purchases will be done in accordance with the directions ING receives from the fund.
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Appendix VI.

Investment Advisory Access Agreement

This Agreement ("Agreement") effective ____________, is between ING Life Insurance and Annuity Company ("ILIAC") and The County Board of Arlington County, Virginia ("Sponsor"), the Sponsor of the Arlington County Government 457/401(a)/529 Plans (the "Plan"), Contract No. 203-07, located at 2100 Clarendon Blvd., Suite 500, Arlington, VA 22201.

BACKGROUND

A. Sponsor maintains the Plan, and has entered into an Agreement No. 203-07 to provide investment options, recordkeeping and/or other administrative service to the Plan (the "Plan Services Agreement"); and

B. Morningstar Associates, LLC ("Morningstar") has developed proprietary, independent investment advice services provided over the Internet ("Morningstar® Advice Online™") along with proprietary advice statements ("Advice Statements") (collectively, "Advice Services"); and

C. ILIAC has entered into agreements with Morningstar to allow ILIAC to provide access to the Advice Services for participants of plans in which ILIAC acts as investment product provider and/or record keeper (the "Morningstar Agreements"); and

D. Sponsor desires to make available the Advice Services to participants in connection with the Plan; and

E. Sponsor and Morningstar have entered into a separate Disclosure Statement for Investment Advisory Services Agreement regarding the providing of Advice Services to the Plan (the "Advisory Agreement"), included as an Attachment to this Appendix.

Sponsor and ILIAC, in consideration of their mutual promises and covenants contained herein, and on other good consideration duly received, hereby agree as follows:

ILIAC SERVICES

1.1 Set-up and Maintenance
   (a) Set up services with Morningstar.
   (b) Maintenance services: refresh Plan business rules, participant information and profiles with Morningstar.
   (c) Standard reporting on participant activity.
   (d) Sponsor and participant customer service support services.

1.2 Investment Advice Access. ILIAC hereby agrees to provide Sponsor's participant's access to Advice Online provided by Morningstar. Only participants for whom ILIAC maintains account records shall be entitled to access the Advice Services.

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203-07
1.3 Advice Statements. ILIAC hereby agrees to provide Sponsor's participants with Advice Statements containing investment advice provided by Morningstar. Sponsor agrees to send the required Participant Information File by Internet File Transfer to ING fourteen (14) calendar days prior to the date the Advice Statement shall be created (the "Statement Date"). Participants shall receive the Advice Statement approximately six to eight weeks after the Statement Date listed below, as applicable.

The Statement Date for the Plan shall be determined according to the following schedule:

<table>
<thead>
<tr>
<th>Calendar Quarter</th>
<th>Advice Services Began</th>
<th>Statement Date</th>
<th>Participant Information File due to ILIAC</th>
</tr>
</thead>
<tbody>
<tr>
<td>01/01 - 03/31</td>
<td>12/31</td>
<td>December 17</td>
<td></td>
</tr>
<tr>
<td>04/01 - 06/30</td>
<td>03/31</td>
<td>March 17</td>
<td></td>
</tr>
<tr>
<td>07/01 - 09/30</td>
<td>06/30</td>
<td>June 16</td>
<td></td>
</tr>
<tr>
<td>10/01 - 12/31</td>
<td>09/30</td>
<td>September 16</td>
<td></td>
</tr>
</tbody>
</table>

Sponsor acknowledges that an Advice Statement shall not be produced for a participant under certain circumstances, including:

- ILIAC does not maintain an account record for the participant
- The required fields of information are not populated on the Participant Information File
- A participant annual salary is less than $4,000

1.4 Limited Duties. ILIAC's duties under this Agreement are limited to facilitating and providing access to the Advice Services. Sponsor agrees and acknowledges that ILIAC is not providing any investment advice under this Agreement, and that ILIAC is not responsible for any losses or claims arising or alleged to have arisen from the provision of investment advice by Morningstar.

2. SPONSOR RESPONSIBILITIES

2.1 Provision of Data. Sponsor agrees to provide accurate and timely data and understands that ILIAC shall transmit such data to Morningstar. ILIAC shall not have any liability for Sponsor's failure to timely inform ILIAC or Morningstar, as applicable, of any changes to the Plan or participant data. Specifically, Sponsor shall:

(a) Provide necessary participant census data and updates as required by ILIAC or Morningstar in order to provide the Advice Services contemplated under this Agreement;
(b) Provide Plan information and rules to ILIAC and Morningstar that are necessary for set-up and promptly update this information if changes are made; and
(c) Promptly provide to ILIAC any changes to Plan investment options or transaction rules.

2.2 Independent Decision. Sponsor has made its own determination to enter into this Agreement and to utilize the Advice Services from Morningstar pursuant to this Agreement. Sponsor is solely responsible for making this decision and has not relied upon ILIAC or any of its affiliates in making this decision.
2.3 Acknowledgments. In connection with the offering of the Advice Services to participants, Sponsor acknowledges and where necessary, consents to the following:

(a) ILIAC may communicate Plan and participant data to Morningstar for its use in providing the Advice Services.

(b) The data and advice are produced solely on the Plan and participant data provided to Morningstar by ILIAC and Morningstar is not responsible for any errors or omissions or incomplete data provided by ILIAC.

(c) The Advice Statements are produced based on a limited set of participant information and certain assumptions, which must be explained on or near the Advice Statements. The analysis, opinions, and other information provided to participants through the Advice Statements do not take into account a participant's other assets or any special circumstances that may determine whether the analysis, opinions, or other information provided through the Advice Statements are appropriate for an individual participant.

(d) The Advice Services and the analysis, opinions and other information produced by Morningstar may only be used for purposes of assisting participants in making their retirement planning decisions and not for any other purposes.

(e) Morningstar is not required to continue to provide the Advice Services if the Plan Sponsor terminates its relationship with ILIAC or if ILIAC terminates its relationship with Morningstar.

(f) Morningstar shall be a fiduciary to the Plan, as defined under ERISA (where applicable), with respect to the provision of investment advice under the Product License Agreements, but Morningstar is not a fiduciary to the Plan for any other purposes. In addition, Morningstar has no responsibility for any benefits due or claimed to be due under the Plan, for administering the Plan or determining whether the Plan is operated or administered in accordance with ERISA or other applicable laws, including (but not by way of limitation) any requirements governing delivery of information to participants under ERISA, regulations and interpretations under ERISA, or under any other applicable law or regulation.

(g) Morningstar uses commercially reasonable efforts to ensure that data, analysis, opinion or other information provided within the Advice Services is correct. Data and other information are gathered from sources that Morningstar believes to be reliable. Timeliness of data is dependent on Morningstar schedule for collecting the data and cooperation of the sources, which is outside Morningstar’s control. Morningstar does not represent or warrant the accuracy, correctness, completeness, or timeliness of the Advice Services or any data or other information on the Advice Statements.

(h) The Sponsor will notify the ILIAC of any errors, incompleteness or untimeliness of data, analysis, opinions or other information contained in the Advice Statements of which the Sponsor becomes aware.

(i) The Sponsor is responsible for and will notify participants of any fees to be charged, from participant accounts or otherwise, in connection with the Advice Services. ILIAC shall not be responsible for the failure to disclose any such fees.
3. FEES

The annual charge for the provision of Advice Services under this Agreement is $0.00 per participant per year (no fee).

4. TERM AND TERMINATION

4.1 Term. Except as otherwise provided herein, the term of this Agreement shall begin on the effective date and continue for an initial term of one (1) year unless terminated as forth in this Section. Upon expiration of the initial term, the Agreement will automatically renew for successive one (1) year terms unless otherwise terminated by either party pursuant to this Section, or unless one party notifies the other party in writing of their intent not to renew this Agreement within 90 days of the end of a term.

4.2 Breach. If either party materially breaches in the performance of any provision of this Agreement or the Plan Services Agreement, or is otherwise in noncompliance with any provision of this Agreement, and such breach is not cured within thirty (30) days of written notice of breach to the breaching party, the party giving such notice may terminate this Agreement by providing the breaching party with written notice of such termination.

4.3 Automatic Termination. The Agreement will automatically terminate upon written notice if (a) either party files a petition in bankruptcy, is adjudged bankrupt, or ceases to do business in the ordinary course; (b) Morningstar's registration as an investment adviser terminates, or is terminated, suspended, withdrawn or restricted so as to substantially impede performance of the Advice Services hereunder; or (c) if this Agreement is assigned in violation of Section 7.7.

4.4 Termination of Morningstar Agreement or Plan Services Agreement. In addition to any other termination, this Agreement will terminate automatically upon the termination of the Morningstar Agreement between ILIAC and Morningstar or the Plan Services Agreement between ILIAC and Sponsor, or the full withdrawal/case surrender of all amounts invested with ILIAC under the Plan.

4.5 Effect of Termination. Upon termination of this Agreement for any reason, Sponsor and participants shall no longer have to access to the Advice Services. Sponsor obligations to pay fees accruing before the effective date of termination pursuant to Section 3 of this Agreement, if applicable, shall survive termination of this Agreement.

5. LIMITATION OF LIABILITY

NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, OR DAMAGES FOR THE LOSS OF PROFITS INCURRED BY EITHER PARTY OR ANY THIRD PARTY, ARISING FROM OR RELATED TO THIS AGREEMENT OR THE ADVICE SERVICES, HOWEVER CAUSED AND WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER THEORY OF LIABILITY. ILIAC'S LIABILITY WILL IN NO EVENT EXCEED THE AMOUNT OF FEES PAID BY SPONSOR UNDER THIS AGREEMENT. THE PARTIES ACKNOWLEDGE AND AGREE THAT THIS IS A REASONABLE ALLOCATION OF RISK AND THESE LIMITATIONS SHALL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. FEDERAL AND STATE SECURITIES LAWS IMPOSE LIABILITIES UNDER CERTAIN CIRCUMSTANCES ON PERSONS WHO ACT IN GOOD FAITH, AND
THEREFORE NOTHING IN THIS AGREEMENT ACTS TO WAIVE OR LIMIT ANY OF THESE RIGHTS.

6. INDENNIFICATION

ILIAC agrees to save, defend, and hold harmless and indemnify Sponsor, Sponsor's agents, officers and employees when acting on Sponsor's behalf, from every claim and demand to the extent that it results from ILIAC's negligence or wrongdoing or the negligence or wrongdoing of its representatives acting in that capacity in connection with this Agreement.

7. MISCELLANEOUS

7.1 Disclaimer. Sponsor agrees that ILIAC makes no warranties or guarantees of any kind regarding the Advice Services, including access to Morningstar's web site. Sponsor shall not make any warranties or guarantees to participants with respect to the Advice Services.

7.2 Notice. Each party shall promptly provide the other with notice and copy of any litigation of which it becomes aware of involving the terms or Advice Services under this Agreement and/or any other notices or demands to be given under this Agreement. All such notices, demands or other communications hereunder shall be in writing and duly provided if sent certified mail, return receipt requested, addressed to the party to be notified or upon whom a demand is being made, at the addresses set forth in this Agreement or such other place as either party shall from time to time designate in writing. The date of service of a notice or demand shall be the receipt date on any certified mail receipt.

Notices to ILIAC shall be sent to:

ING Life Insurance and Annuity Company
Attn: Legal Department, TS31
151 Farmington Avenue
Hartford, Connecticut 06156

Notices to Sponsor shall be sent to:

Arlington County
Purchasing Office
Attn: Richard Warren, Jr.
2100 Clarendon Blvd., Suite 500
Arlington, VA 22201

7.3 Governing Law; Jurisdiction. This Agreement and the work performed hereunder shall be governed in all respects by the laws of the Commonwealth of Virginia and the venue for any litigation with respect thereto shall be in the Circuit Court for Arlington County, Virginia. In performing the Work under this Contract, the Contractor shall comply with applicable federal, state, and local laws, ordinances and regulations.

7.4 Force Majeure. Neither party shall be liable to the other for any delays or damage or any failure to act due, occasioned, or caused by reason of restrictions imposed by any government or government agency, acts of God, strikes, labor disputes, action of the elements, or causes beyond
the control of the party affected thereby.

7.5 **Severability.** If any provision of this Agreement shall be found to be illegal or invalid for any reason, the illegality of invalidity shall not affect the remaining parts of this Agreement and the remainder of the Agreement shall be construed and enforced as if said illegal or invalid provision had never been inserted herein. No party shall be required to perform any services under this Agreement that would violate any law, regulation or ruling.

7.6 **Waiver; Amendment.** A waiver or amendment of any provision of this Agreement or of a party's rights or remedies under this Agreement must be in writing and signed by an authorized representative of both parties to be effective. Any waiver of the terms of this Agreement shall be effective only in the specific instance and for the specific purpose.

7.7 **Assignment.** This Agreement may not be assigned by either party without the prior written consent of the other party; provided that ILIAC may assign the agreement to an affiliate. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

WHEREFORE, the parties have signed below to indicate their acceptance of the terms and conditions of this Agreement.

**ING Life Insurance and Annuity Company**

Signature: [Signature]

Name: **Carl P. Steinhilber**

Title: **Vice President**

Date: **January 9, 2008**

**The County Board of Arlington County, Virginia**

Signature: [Signature]

Name: **George Barks**

Title: **P.O.**

Date: **12/3/08**
MORNINGSTAR ASSOCIATES, LLC

DISCLOSURE STATEMENT
for INVESTMENT ADVISORY SERVICES

The purpose of this document is to disclose certain information to the Plan Sponsor regarding the offering of the Morningstar Advice Online® program to participants of its Plan.

Parties Involved:

Provider of Investment Advisory Service: Morningstar Associates, LLC ("Associates")
225 W. Wacker Drive
Chicago, IL 60606
An investment advisor registered with the L.S. Securities and Exchange Commission under the Investment Advisers Act of 1940.

Plan Service Provider: ING Life Insurance and Annuity Company
131 Farmington Avenue
Hartford, CT 06156

Plan Sponsor: [name, address, contact person] ("Plan Sponsor")

Advice Services
Morningstar® Advice OnlineSM
The Morningstar Advice Online program ("Morningstar Online") provides plan participants with non-discretionary investment advice designed to assess their individual situations, offer asset allocation alternatives and recommend specific investments, all based on participant-specific inputs and available investment options. Because Associates acts as a non-discretionary investment adviser, the participant is solely responsible for determining whether or not to follow the recommendations presented by the Morningstar Online program. Fees for Morningstar Online are not tied to investment recommendations. As a result, Associates is completely unbiased in the investment advice it provides.

In addition to specific investment recommendations, the Morningstar Online program also includes the following modules: (1) "Learning Station" offers participants articles and interactive tools on various investment topics, (2) "Research Lab" allows participants to view in-depth information on their investment options and (3) "Measurement" provide plan sponsors with tools to track, on an aggregate basis, usage of the service.

Fiduciary Responsibility
By offering Morningstar Online®, Associates becomes a fiduciary under the Investment Advisers Act of 1940 (the "Act") to those participants whom it is deemed to be offering investment advisory services under the Act. As a result of this status, Associates is obligated to perform any duties carried out on behalf of participants hereunder in a manner consistent with the principles of full and fair disclosure, diversification of investments -- at least, to the extent of the options available to participants in their plan -- and acting in the best interest of the participant.

Associates' Warranties

Morningstar Disclosure - NON ERISA NO STATEMENT November 2007 (3)
Associates represents and warrants the following to Plan Sponsor:

a) Associates has the right to grant a license to use Advice Online® and that it is fully authorized to perform all of its obligations hereunder;

b) To the extent that Associates’ provision of services to participants pursuant to certain license agreements (collectively, “License Agreements”) between Associates and ING North American Insurance Corporation ("ING") would be deemed to be investment advisory in nature under the above-defined Act, Associates is a fiduciary to those participants with respect to such investment advisory services under the Act. c) Associates is a registered investment adviser in good standing under the Investment Advisers Act of 1940 and will be solely and exclusively responsible for the investment advice provided under the License Agreements;

d) Associates has completed, obtained or performed and, when required, will complete, obtain or perform all registrations, filings, approvals, authorizations, consents or examinations required by any government or governmental authority for the performance of the acts undertaken pursuant to the License Agreements.

e) Except as disclosed in writing to the Service Provider, neither Associates, nor, to Associates’ reasonable knowledge, any of the persons primarily responsible for the provision of investment advice ever has been (i) convicted of or pleaded guilty (or no contest) to a felony or misdemeanor involving (1) an investment or investment-related business, (2) fraud, false statements or omissions, or (3) the wrongful taking of property, bribery, forgery, counterfeiting or extortion; (ii) found by a court to be in violation of any federal or state investment or investment-related statutes or regulations; (iii) found by the U.S. Securities and Exchange Commission, or any other federal or state regulatory agency or self-regulating organization, to have (1) made a false statement or omission, (2) been involved in a violation of its regulations or statutes, or (3) been a cause of an investment-related business having its authorization to do business denied, suspended, revoked or restricted; (iv) had an insurance or bonding company deny, pay out on or revoke a fidelity bond or fidelity liability insurance policy; (v) filed a bankruptcy or insolvency petition (or been declared bankrupt) or had a trustee appointed under the Securities Investor Protection Act or (vi) had its registration revoked or its activities restricted; f) True and complete copies of Associates’ Part 2 of Form ADV have been delivered to Service Provider as of the Effective Date of the first License Agreement between Associates and ING. True and complete copies of any changes, modifications, interpretations or new, revised or replacement issuances of such document will be delivered to Service Provider as promptly as practicable after the adoption, execution or submission thereof;

g) In performing its obligations under the License Agreements, Associates warrants that it is, and shall remain, in full compliance with all other applicable laws, ordinances, orders, directions, rules, and regulations of the Federal, state, county, and municipal governments applicable to it hereunder, all as they may be amended from time to time; provided that Associates will not be responsible for compliance with any laws, ordinances, orders, directions, rules, and regulations of the Federal, state, county, and municipal governments applicable to Service Provider or Plan Sponsors for which Associates is not also held legally responsible.

Morningstar Associates Privacy Policy

What information do we collect and how do we use it?

In order to create the most appropriate investment advice and analysis, we need certain information about the participant; participants using Advice Online® also have the option of including information about their spouses or partners. This information helps us provide advice that is tailored towards helping participants achieve their individual retirement goals. The specific participant - i.e., where applicable, spouse or partner - information that we use to generate advice and recommendations may include the following:

Name:
Date of Birth; Gender;

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E-mail Address; Current Salary;
Account Balance(s);
Contribution Rate;
Employer Match;
Assets Held Outside the participant’s Plan (e.g., Tax-Deferred Accounts, Taxable Investments and Other Pension Plans) - in aggregate or the specific investment(s) and their corresponding value,
Future Investing Plans; and
Goals for Retirement.

We also gather information on Advice Online® users' on-line activity and create certain 'confidence measures' on the basis of that activity. This information may be made available to the applicable Plan Sponsor and/or Plan Service Provider. However, it is only shared on an aggregate or average basis without reference to any particular individual's usage patterns. The purpose of our tracking this information is to allow us to ensure Advice Online® is meeting user needs and to continue to make improvements to the Advice Online® site.

Who provides us with participant non-public, personal information?

Depending on whether the participant is utilizing Advice Online®, most of this information comes directly from either the participant or from his/her Plan Sponsor/Plan Service Provider. To eliminate the need for participants to manually input information that their Plan Sponsor/Plan Service Provider has already captured, Advice Online® uses a "pre-population" feature that automatically integrates this information into the Advice Online® program.

Do we disclose your personal information?

We will not make participant personal information available to anyone outside of the Morningstar family of companies at any time unless we have authorization from the participant or are required to do so by law. If participants become "former" customers, we will continue to protect their information and refrain from providing it to anyone outside of Morningstar.

What about "cookies"?

Cookies are small pieces of information that are stored on a computer's hard drive for record keeping purposes. The use of cookies is an industry standard, and many major websites use them to provide useful features to their customers. Cookies do not identify users personally; instead, they identify a user's computer. The privacy and security of a participant accessing the Advice Online® web site will not be compromised, as we do not store any of the participant's personal information in cookies. However, if the participant's browser is not set up to accept cookies, he or she will not be able to use Advice Online®.

How is the participant's personal information protected?

We recognize that the participant's personal information is very sensitive, and protecting the privacy of this information is a top priority. Because of this, we use Secure Sockets Layer (SSL) to protect any sensitive information provided to us for use in Advice Online®. To further guarantee the protection of this sensitive information, we have developed procedures designed to protect the confidentiality, security, and integrity of the participant's private information. This includes taking steps to limit access to the Advice Online® database to only our database administrator and then, only when maintenance of the database is required or in an emergency.

How to control or change participant information

Participants may change or edit any information they have provided to Advice Online® at any time.

Changes to the Privacy

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Changes to this policy may occur from time to time as a result of changes in the regulatory environment or our own internal business practices. If they do, we will provide a notice of the change to the e-mail address participants have supplied to us or alert participants of this change upon your re-entering Advice Online® or require that Plan Sponsor/Plan Service Provider provide participants with notice of the change.

**Contract Arrangements**

Associates entered into a license agreement with ING North American Insurance Corporation on September 10, 2002 to allow it to access the Advice Services. The license agreement is due to terminate on September 9, 2006.

**Fee Arrangements**

As provided for in the separate agreement between Service Provider and Plan Sponsor.

**Acknowledgment**

The parties have caused their authorized representatives to sign this Disclosure Statement as of the dates set forth below. By signing this acknowledgment, the Plan Sponsor further acknowledges that it has read and understands the above disclosure language and further acknowledges that Associates' Form ADV Part II was made available to it.

**Plan Sponsor:**

(print plan sponsor name)

**By:**

(print name)

**Name:**

(signature)

**Title:**


**Associates:**

Morningstar Associates, LLC

**By:**

P. C. Gomez

**Name:**

Pereida Gomez

**Title:**

Relationship Manager