

^{ONE TWO}
AMENDMENT TWO TO CONTRACT

Between the State of Nevada
Acting By and Through Its

State of Nevada Deferred Compensation Committee
209 E. Musser Street, Room 304
Carson City, Nevada 89701

RECEIVED
OCT 06 2010
DEFERRED COMPENSATION

and

ING Life Insurance and Annuity Company
One Orange Way
Windsor, Connecticut 06095-4774

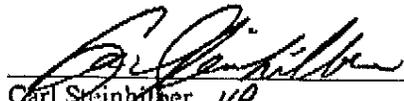
1. AMENDMENTS. All provisions of the original contract dated November 13, 2007, attached hereto as Exhibit A, will remain in full force and effect with the exception of the following:

This amendment, which makes changes to ING's Scope of Work.

2. INCORPORATED DOCUMENTS. Exhibit A (Original Contract), attached hereto, incorporated by reference herein and made a part of this amended contract, Attachment One (Amended Scope of Work).

3. REQUIRED APPROVAL. This amendment to the original contract shall not become effective until and unless approved by the Nevada State Board of Examiners.

IN WITNESS WHEREOF, the parties hereto have caused this amendment to the original contract to be signed and intend to be legally bound thereby.



Carl Steinbiller, VP
ING

October 1, 2010

Date

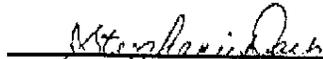


Tara Hagan, Executive Officer
Nevada Deferred Compensation Program

10-6-2010

Date

APPROVED BY BOARD OF EXAMINERS

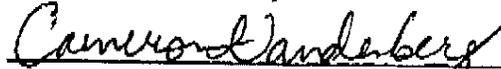


Signature of Board of Examiners for Andrew K. Clinger

01/25/11

Date

Approved as to form by:



Deputy Attorney General for Attorney General

10/7/10

Date

AMENDMENT TO SCOPE OF WORK

Section 3 of the Scope of Work is amended as follows:

Section 3. Fees and Reimbursements

3.01 Contractor's Compensation: The Contractor's services under the Agreement are rendered in connection with the State'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 the Plan investment options made available through direct purchases of registered investment company shares.

The expected weighted fund revenue from the investment option menu in effect is .35%, determined as follows:

- ◆ 0.26% from revenue received on the variable funds
- ◆ 0.55% derived from the fees on the stable value option

Any revenue received above the required total revenue of 0.35% as stated above will be returned to the Program at the direction of Nevada Deferred Compensation Staff. Any shortfall in revenue will be carried forward and added to the Required Minimum Revenue for the following year. In the event that any shortfall remains at the end of the contract term, ING will not assess the State of Nevada for the cumulative shortfall.

Any fees, reimbursements, products and services rendered in connection with this Agreement are contingent on the Contractor being one of the two providers of investment products and administrative services to the Plan during the Term of this Agreement and any subsequent renewal periods (as described in Section 4.01). The addition of any other provider or providers to the Plan 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.