

PARTICIPATION AGREEMENT FOR THE SECTION 457(b) DEFERRED COMPENSATION PLAN OF ING LIFE INS. AND ANNUITY CO. AS ADOPTED BY THE CITY OF NORWICH FOR CALENDAR YEAR 2009

Initial Agreement _____ Subsequent Agreement _____

PART I (To Deferred Comp. Committee – To be completed at the time of enrollment in the Plan and maintained by the City)

FROM: _____
 (Last Name) (First Name) (Middle Initial) (Soc. Sec. #)

1. **FOR INITIAL ENROLLMENT AND/OR CHANGE IN DEFERRED AMOUNT:**
 I wish to participate in the Deferred Compensation Plan as adopted by the City of Norwich, and I hereby agree to defer compensation to the extent of \$ _____ per year, at the rate of \$ _____ per pay period starting with the paycheck dated _____ in return for the benefits provided in the Plan. This Agreement is to be effective for compensation earned in the first calendar month following execution of my Participation Agreement.
- CIRCLE TYPE OF DEPOSIT:** **A)** Regular - \$16,500 max. (Under age 50 in calendar year 2009)
 B) Special Catch-up - \$22,000 max. (Age 50 or more in calendar year 2009)
 C) Regular Catch-up - \$33,000 max. (3 consecutive calendar years prior to retirement)*
- *I plan to retire in the month of _____, 20____ and would like to take advantage of the special catch-up provision allowed in the 3 years prior to my retirement. This does not exceed the under-utilized amount since 1/1/79. Further, I realize that no additional catch-up amounts may be made after this 3-yr. period, without regard to future contributions.
2. My benefits are to be determined as if my Deferred Compensation were invested in the annuity contract described in Section 5.01 of the Plan and as if the method of accumulation with respect to such contract had been as follows : _____.
3. I understand and acknowledge that at my request and upon approval by the Committee, the method of investment accumulation as described above for measuring my benefits under the Plan may be changed from time to time pursuant to either a revision of Section 2 of Part I of my Participation Agreement or submission of a separate form approved for such purpose by the Committee, or both.
4. I understand that upon separation from service prior to my attainment of age 70 ½ benefit payments will begin no earlier than sixty-one (61) days and no later than ninety (90) days following separation from service. However, I have the right to elect to defer the beginning of any portion of such benefit payments no later than April 1 of the year following the calendar year in which I attain age 70 ½ as provided in Part II of the Participant Agreement. I understand that any such election to defer the payment of benefits must be made prior to the time they first become payable.
5. I understand that if I separate from service on or after my attainment of age 70 ½, my benefits will be payable on the April 1 of the calendar year following the calendar year in which I separate from service. I understand that I have no right to defer payment to any later date.
6. I understand that the right of any of my Beneficiaries to defer the commencement of benefits pursuant to Section 6.04b of the Plan and as provided in Part II of the Participation Agreement is subject to the approval of the City of Norwich.
7. I further understand that the manner and method of any benefit payment under the Plan may be changed by me (or a Beneficiary as appropriate) at any time more than thirty (30) days prior to the commencement of benefit payments.
8. I wish to designate the following Beneficiary (or Beneficiaries in accordance with Section 2.06 of the Plan – indicate name, address, and relationship). I understand that each Beneficiary eligible to receive benefits will receive an equal share of benefits under the Plan unless otherwise indicated below:

Primary Beneficiary (Name & Address)	Contingent Beneficiary (Name & Address)
_____	_____
_____	_____
_____	_____
_____	_____

I acknowledge receipt of, or have reviewed a copy of, the Deferred Compensation Plan as adopted by the City of Norwich. I confirm that I understand the term, provisions and conditions thereof; which term, provisions and conditions are hereby incorporated into the Participation Agreement, constitute my entire rights and obligations under the Plan. It is expressly understood that the only legal relationship contemplated by this Plan and Participation Agreement is between the City of Norwich and the Participant, and that I will obtain such counsel, as I deem appropriate.

Participant Signature _____ Date _____ Department _____

EMPLOYER USE ONLY

Emp. # _____ Deduction started w/e _____ Initials _____ CC: J. McMahon _____