

**Participant Enrollment
Governmental 457(b) Plan**



CITY OF WATERBURY 457(B) DEFERRED COMPENSATION PLAN

1013237-03

Participant Information

Are you a U.S. Citizen? Yes No If not, what is your country of citizenship? _____

Last Name	First Name	MI	Social Security Number		
Home Address - Number & Street			E-Mail Address		
City	State	Zip Code	Mo	Day	Year
			<input type="checkbox"/> Female <input type="checkbox"/> Male <input type="checkbox"/> Married <input type="checkbox"/> Unmarried		
() Home Phone	() Work Phone		Date of Birth		
Occupation/Title			Employee Number		
			Name of Spouse		

Payroll Information

The compensation paid to me each pay period will be reduced by the amount or percent on my Salary Reduction Agreement with my Employer and will be contributed to the Plan on my behalf as indicated below. If my Employer has elected to have me use this form to make a Salary Reduction Agreement, I hereby authorize my Employer to reduce my compensation by the amounts shown below on and after the Payroll Effective Date and to contribute such amounts to the Plan on my behalf, and by remitting the amount elected below, my Employer agrees to reduce my compensation and contribute such amounts to the Plan on my behalf in accordance with this Salary Reduction Agreement.

Before-Tax - The total amount that you may contribute to all plans each year is \$1.00 - \$16,500.00 of your annual compensation. The amount that you may contribute is not to exceed the annual maximum contribution allowable under Internal Revenue Code and applicable regulations and/or the provisions of your Plan.

\$_____ (per pay period) of my compensation as before-tax contributions

I understand that these contributions will be withheld from my paycheck and contributed by the employer to the Plan on my behalf for allocation to my before-tax account.

Catch-up Note: If you are making the maximum contributions allowable and are eligible to make additional contributions, please use the "Application for Catch-Up Contributions."

Payroll Effective Date: _____
Mo Day Year

Date of Hire: _____
Mo Day Year

Investment Option Information (applies to all contributions) - Please refer to your enrollment materials for information regarding each investment option.

I understand that mutual funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the mutual fund's prospectus or other disclosure documents. I acknowledge that the fee imposed by the mutual fund company will be deducted from my account. I will refer to the mutual fund's prospectus and/or disclosure documents for more information.

<u>INVESTMENT OPTION NAME</u>	<u>INVESTMENT OPTION CODE</u>	<u>INVESTMENT OPTION NAME</u>	<u>INVESTMENT OPTION CODE</u>
American Funds 2040 Target Date Fund R5.....	REGTX _____%	Columbia Acorn Fund - Z.....	ACRNX _____%
American Funds 2045 Target Date Fund R5.....	REHTX _____%	Columbia Mid Cap Value Fund Z.....	NAMAX _____%
American Funds 2050 Target Date Fund R5.....	REITX _____%	Oppenheimer Small & Mid- Cap Value A.....	OP-QSC _____%
American Funds 2035 Target Date Fund R5.....	REFTX _____%	American Funds Growth Fund of America R4....	RGAEX _____%
American Funds 2030 Target Date Fund R5.....	REETX _____%	Eaton Vance Large-Cap Value A	EHSTX _____%
American Funds 2025 Target Date Fund R5.....	REDTX _____%	Neuberger Berman Socially Responsive Tr.....	NBSTX _____%
American Funds 2020 Target Date Fund R5.....	RECTX _____%	Vanguard 500 Index Fund	VG-500 _____%
American Funds 2010 Target Date Fund R5.....	REATX _____%	Oakmark Equity & Income - I.....	OAKBX _____%
American Funds 2015 Target Date Fund R5.....	REJTX _____%	Calvert Social Investment Bond Fund A.....	CSIBX _____%
American Funds EuroPacific Growth Fd R4.....	REBEX _____%	PIMCO Total Return Fund - Admin.....	PI-TRT _____%
Allianz NFJ Small Cap Value Fund - Admin.....	PVADX _____%	Strategic Value Annuity (Fixed Option).....	SVAL30 _____%
Keeley Small Cap Value I	KSCIX _____%		
Royce Value Plus Service	RYVPX _____%		
		MUST INDICATE WHOLE PERCENTAGES	= 100%



Last Name	First Name	MI	Social Security Number
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Additional Features

(only one strategy can be used at a time):

- Dollar Cost Averaging:** Will transfer a specific amount out of an investment option and into one or more investment options on a systematic basis. Choose one of the following frequencies: Monthly Quarterly Semi-Annually Annually
- Rebalancing Program:** Allows you to design a portfolio with a certain percentage in each fund and will rebalance to make sure the portfolio maintains the same asset allocation. You choose how frequently your portfolio is rebalanced (select one):
 One Time Quarterly Semi-Annually Annually

Account Beneficiary Designation

Subject to and in accordance with the terms of the plan, I am making the following beneficiary designations for my vested account balance in the event of my death. If I have more than one primary beneficiary, the account will be divided as specified. If a primary beneficiary predeceases me, his or her benefit will be allocated to the surviving primary beneficiaries. Contingent beneficiaries will receive a benefit only if there is no surviving primary beneficiary, as specified. If a contingent beneficiary predeceases me, their share will be allocated among the surviving contingent beneficiaries. If I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable state law. This designation is effective upon execution and delivery to MetLife at the address below. I have the right to change the beneficiary designations. If any information is missing, additional information may be required prior to recording my designation. This designation supersedes all prior designations. Beneficiaries will share equally if percentages are not provided and any amounts unpaid upon death will be divided equally. Primary and contingent beneficiaries must separately total 100.00%. The number of primary or contingent beneficiaries you may name is not limited. Attach an additional sheet, if necessary for additional beneficiaries.

Primary Beneficiary(ies)

#1	.	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				
#2	.	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				
#3	.	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				

Contingent Beneficiary(ies)

#1	.	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				
#2	.	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				
#3	.	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
	% of Account Balance				

Suitability Information (Not Required for Self-Enrollments)

Number of Dependents: _____ **Ages:** _____ **Federal Tax Bracket:** _____ %

Estimated Annual Income (not including income from this investment): \$ _____

Net Worth (assets less liabilities - excluding value of primary residence): \$ _____

Liquid Net Worth: \$ _____

(Those assets that can be turned into cash quickly and easily, less liabilities. Include the amount of this investment. Exclude your personal property, personal residence, real estate, business equity, home furnishings and autos.)

Prior Investment Experience (select all that apply):

- Mutual Funds _____ years
- Stocks _____ years
- Bonds _____ years
- Money Market _____ years
- CDs _____ years
- Variable Life/Annuity _____ years
- Options _____ years
- Margin _____ years
- Hedge Funds _____ years
- Limited Partnerships _____ years
- Other _____
- None

Investment Objective:

- Capital Preservation (seeks income and stability with minimal risk)
- Income (seeks current income over time)
- Growth and Income (seeks capital appreciation over long term combined with current dividend income)
- Growth (seeks capital appreciation over long term)
- Aggressive Growth (seeks maximum capital appreciation over time by investing in speculative and/or higher risk securities)

Time Horizon for Investments Within This Account (select one):

- Short-Term (1-4 years)
- Intermediate-Term (5-9 years)
- Long-Term (10+ years)

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Risk Tolerance (select one):

- Conservative
- Conservative to Moderate
- Moderate
- Moderate to Aggressive
- Aggressive

Source of Funds (select all that apply):

- Salary Reduction/Bonus/Employer
- Transfer of Assets* (Type of Plan: _____)
- Rollover* (Type of Plan: _____)
- Other (please explain): _____

Amount of Rollover/Transfer: \$ _____

**If permitted by Plan. Complete any required switch or replacement disclosure forms.*

Do you anticipate making a withdrawal other than pursuant to a systematic withdrawal plan before you attain age 59 1/2? Yes No

Are you or an immediate family member associated with a FINRA member firm? Yes No

Annuity Contract Only: Purpose of Annuity Contract (select one):

- Income: Primary purpose is to satisfy income needs in the future through annuitization or withdrawals.
- Estate Planning: Primary purpose is to transfer wealth to beneficiaries upon death.
- Wealth Accumulation: Primary purpose is long term accumulation of value without express desire for "retirement income" or "estate planning."
- Retirement Planning: Primary purpose is long term accumulation of value specifically to meet or supplement income needs upon retirement.
- Other _____

What is the existing face value of all your life insurance policies? \$ _____

Are you a member of the military services or a dependent of a member of the military services? Yes No

(If "Yes," please leave the Important Information for Members of the Military Services and their Dependents with the Applicant.)

Participant Agreement and Required Signature(s)

I agree to the terms and conditions stated in this Participant Enrollment form with respect to the account that is established with it. I agree that this account is subject to all of the terms and conditions of my employer's written plan.

Fees and Expenses: I acknowledge and agree that the fees described in the Mutual Fund Select Portfolio Disclosure Statement will apply to my account and are payable to Metropolitan Life Insurance Company for administrative and recordkeeping services for the MFSP portion of my plan account. I understand that I will also pay fees and expenses for each mutual fund in which I have an investment. I further understand that mutual funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the mutual fund's prospectus or other disclosure documents. I acknowledge that I will pay fees and expenses for variable annuity products and their investment options, and that certain withdrawal charges may apply for both variable and fixed annuities. For more information on fees and expenses, I will refer to the respective mutual fund and/or annuity prospectus.

Investment Options: I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have the account that is established under this form allocated to the investment options under the Plan that I have selected in accordance with the Investment Option Information section of this form. I understand and acknowledge that all payments and account values, when based on the investment of a variable annuity or a mutual fund option, are not guaranteed and may fluctuate, and upon redemption, units or shares may be worth more or less than their original cost. I understand the risks of investing. I acknowledge that I have received the prospectus for each mutual fund in which I am making an allocation, a prospectus for the Fixed Account Annuity issued by MetLife Insurance Company of Connecticut (if applicable) and, a prospectus for the variable annuity option issued by MetLife Insurance Company of Connecticut or Metropolitan Life Insurance Company and other disclosures, including, as applicable to my account: General Information About Your Mutual Fund Select Portfolio (MFSP) Account, MFSP Disclosure Statement, Compensation Disclosure Notice, Privacy Notice, Business Continuity Plan Disclosure, 403(b)(7) Custodial Agreement, Fixed Annuity Disclosure and Making an Informed Decision Disclosure, and the specific MFSP Disclosure Statement for my plan.

Withdrawal Restrictions: I understand that the Internal Revenue Code (the "Code") and/or my employer's plan may impose restrictions on the availability of certain monies (amounts contributed and accruing after December 31, 1988) under Retirement Plans including 401(k), 403(b) and 457(b) plans. The restricted monies generally may not be distributed to participants before the occurrence of one of the following, as allowed by the employer's written plan: attainment of a specified age (generally age 59 1/2 for 403(b) plans, age 65 for 401(k) plans, and age 70 1/2 for 457(b) plans); severance of employment with the employer (due to total disability, retirement, termination or otherwise); financial hardship as defined under present or future IRS regulations (in which case only elective deferrals may be withdrawn); or death of participant. Certain exceptions apply to distributions from custodial accounts, from amounts contributed pursuant to a tax free rollover received from an IRA or another employer plan, of after-tax contributions, pursuant to qualified hurricane, disaster or recovery assistance legislation and due to plan terminations. With limited exceptions, withdrawals before age 59 1/2 are subject to a 10% Federal tax penalty (except for 457(b) plans). Withdrawals are generally subject to ordinary Federal income taxes. State income taxes may also apply. However, distributions attributable to designated Roth contributions, and the earnings on such contributions distributed after the applicable five-tax-year period, may not be subject to ordinary Federal income tax. Surrender charges may apply to distributions from the annuity products. Upon discontinuance of the annuity by your employer, distributions from the annuity products may be subject to a market value adjustment which may increase or decrease the value of your account. Any market value adjustment would not apply to transfers to approved products within the plan or on account of benefit responsive withdrawals initiated by participant, such as on account of your retirement, separation from service, distribution for a loan under the plan or Code hardship withdrawals. Please see your MetLife representative for more details.

Compliance With Employer's Written Plan and/or the Code: I agree that my employer or Plan Administrator may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of employer's written plan and/or the Code. I understand that the maximum annual limit on contributions is determined under the employer's written plan and/or the Code. I understand that I am solely liable for any tax, penalty, or related costs if contributions made on my behalf exceed any applicable contribution limits. If I participated

Last Name

First Name

MI

Social Security Number

during the year in a retirement plan maintained by another employer, it is my responsibility to ensure that I do not exceed any applicable contribution limits.

I understand that if I am enrolling in a 403(b) plan and wish to invest in MFSP, either I or my Employer is required to establish an IRC section 403(b)(7) custodial account for such mutual fund investments. If my Employer has not signed a 403(b)(7) Custodial Agreement, I further acknowledge that I am adopting the 403(b)(7) Custodial Agreement by signing this Participant Enrollment form.

Incomplete Forms: I understand that my Participant Enrollment form must be complete and received by MetLife at the address below in time to process it prior to the receipt of any deposits. If not complete, I specifically consent to MetLife retaining all monies received and allocating them to the default investment option selected by the Plan. If no default investment option is selected, funds will be returned as required by law. I understand that I must call the Service Center or access the Web site in order to transfer monies from the default investment option.

Account Corrections: I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify MetLife or its service provider of an error after this 90 days the correction will only be processed from the date of notification forward and not on a retroactive basis.

Required Signature(s): My signature acknowledges that I have received, read, understand and agree to all pages of this form, and affirms that all information that I have provided is true and correct. I understand that MetLife is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, MetLife and its service providers cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at: <http://www.ustreas.gov/offices/eotffc/ofac>.

Participant Signature

Date

Forward to MetLife at:
PO Box 10356
Des Moines, IA 50306-0356
Express Address:
MetLife
4700 Westown Pkwy, Ste 200
West Des Moines, IA 50206
Phone #: 1-800-543-2520
Fax #: 1-908-552-3405
Web site: www.mlr.metlife.com

Representative Acknowledgement

I acknowledge that I have delivered all required prospectuses for each mutual fund in which the participant is making an allocation, a prospectus for the Fixed Account Annuity issued by MetLife Insurance Company of Connecticut, a prospectus for the variable annuity option issued by MetLife Insurance Company of Connecticut or Metropolitan Life Insurance Company and the Mutual Fund Select Portfolio Disclosure Package, which includes but is not limited to General Information About MFSP, Compensation Disclosure Notice, Privacy Notice and Business Continuity Plan Disclosure, and, if applicable, Making an Informed Decision, and the Fixed Annuity Disclosure.

For participants who have selected the MetLife Annuity Option:

Does the applicant have existing life insurance policies or annuity contracts? Yes No
(If "Yes," applicable disclosure and replacement forms must be attached.)

Will the contract applied for replace any existing life insurance or annuity contracts on the Annuitant's life? Yes No
(If "Yes," applicable disclosure and replacement forms must be attached.)

Registered Representative Signature

District Agency Index # (DAI)

Printed Representative Name (First, Middle, Last)

Date

Regional Office Approval and/or Principal Approval:

Print Name: _____

Signature: _____

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**TO FOLLOW IS THE DISCLOSURE PACKAGE.
THESE PAGES ARE TO REMAIN WITH THE
PARTICIPANT.**

Enrollment Disclosure Package

And Important Notices Regarding Your Plan Account



MetLife[®]

- General Information About Your MFSP Plan Account
- MFSP Disclosure Statement
- Compensation Disclosure Notice
- Privacy Notice
- Business Continuity Plan Disclosure
- Making an Informed Decision

MFSP Disclosure Package

General Information About Your MFSP Plan Account

General Tax Information: I understand that the Internal Revenue Code (the "Code") and/or my employer's plan may impose restrictions on the availability of certain monies (amounts contributed and accruing after December 31, 1988) under Retirement Plans including 401(k), 403(b) and 457(b) plans. The restricted monies generally may not be distributed to participants before the occurrence of one of the following, as allowed by the employer's written plan: attainment of retirement age (generally age 59 1/2 for 403(b) plans and 70 1/2 for 457 plans); severance of employment with the employer (due to total disability, retirement, termination or otherwise); financial hardship as defined under present or future IRS regulations (in which case only elective deferrals may be withdrawn); or death of participant. Certain exceptions apply to distributions from custodial accounts, from amounts contributed pursuant to a tax free rollover received from an IRA or another employer plan, of after-tax contributions, pursuant to qualified hurricane, disaster or recovery assistance legislation and due to plan terminations. With limited exceptions, withdrawals before age 59 1/2 are subject to a 10% Federal tax penalty (except for 457(b) plans). Withdrawals are generally subject to ordinary Federal income taxes. State income taxes may also apply. However, distributions attributable to designated Roth contributions, and the earnings on such contributions distributed after the applicable five-tax-year period, may not be subject to ordinary Federal income tax. Surrender charges may apply to distributions from the Fixed Account Annuity. Upon discontinuance of the annuity by your employer, distributions from the Fixed Account Annuity may be subject to a market value adjustment which may increase or decrease the value of your account. Any market value adjustment would not apply to transfers to approved products within the plan or on account of benefit responsive withdrawals initiated by participant, such as on account of your retirement, separation from service, distribution for a loan under the plan or Code hardship withdrawals. Please see your MetLife representative for more details.

Designated 403(b)/401(k) Roth Accounts: If amounts have been held for you under any Designated Roth Account under your employer's plan for at least five years, then any withdrawal, distribution or payment of these amounts made on account of death, disability, or after attainment of age 59 1/2 is generally free of Federal income tax. Unlike Roth IRAs, withdrawals, distributions and payments that do not meet the five year rule will generally be taxed on a pro-rated basis with respect to earnings and after-tax contributions. The 10% penalty tax will generally apply on the same basis as a traditional pre-tax account under the Plan. Additionally, rollover distributions may only be made tax-free into another Designated Roth Account or into a Roth IRA as permitted under the Federal income tax law. Contributions which are designated to be made to a 403(b) Roth contribution program under your employer's plan must be aggregated with all other elective deferral contributions made under retirement plans of your employer or a related employer for purposes of applying the limit on contributions below.

Contribution Limits: Contributions made on the enrollment form are intended to be within applicable deferral and contribution limits. If any contribution specified on the enrollment form exceeds any applicable limit, either you or your employer may reduce the salary-reduction contribution to the greatest amount that would cause all contributions to be within all limits. Subject to applicable law, you or the employer (without consent by or notice to the other party) may instruct a corrective disbursement of any contribution that does not satisfy all applicable limits.

Changing Contributions: Unless your plan or your employer requires otherwise, you may increase or decrease your contributions at any time.

Stopping Contributions: At any time, you may stop your contributions by submitting a Salary Deferral Agreement. See "Effective Date" below for additional information.

Effective Date: New contribution elections and subsequent changes are effective as soon as administratively feasible in accordance with the terms of your plan.

Corrections: If your employer, plan administrator, or MetLife mistakenly directs your contributions to a contract, mutual fund, or account other than according to your direction, any of them may correct the mistake, which includes withdrawing or redeeming an amount from one contract fund, mutual fund or account and making a purchase payment into another contract, mutual fund or account.

Funding Choices: Except as otherwise provided by the plan, you choose how to allocate your contributions among the options available as permitted by your employer under the terms of the plan. You alone are responsible for your decisions. Your direction applies to all contributions. Any change will be effective only when your request for changes has been accepted by MetLife. If the plan permits, subject to applicable tax law, you have the right to transfer amounts to another contract or custodial account.

Changes to the Mutual Fund Funding Choices: Your employer is permitted to make changes to the mutual funds that are offered in your plan. If it makes changes, you will be notified by your employer of the impact on your plan account and whether you need to take any action with respect to your contribution or plan account allocations.

Other Changes by Your Employer: Your employer is responsible for determining your eligibility to participate in its plan and for making your contributions to the appropriate plan. If any contribution is mistakenly remitted to the wrong plan, your employer must instruct a disbursement from that plan, including the underlying contract and/or custodial account for the purpose of restoring the contribution to the appropriate plan.

Account Statements: Please carefully read each account statement as soon as you receive it. Please contact MetLife in writing about anything that you think may be incorrect. Send this to the MetLife address specified on your statement. Unless MetLife receives your written objection within 90 days of the date on an account statement (or the time provided by the relevant Service Agreement), the statement is considered to be true and accurate.

Responsibility of Your Plan: Retirement plans are subject to numerous Internal Revenue code requirements, and, in some cases, fiduciary and other duties under the Employee Retirement Income Security Act of 1974 ("ERISA"). Your employer is solely responsible for whether your plan complies with these requirements and other laws.

Notice Regarding Tax and Legal Advice: MetLife and its agents and representatives may not give legal or tax advice. Any discussion of taxes in this communication or related to this communication is for general information purposes only and does not purport to be complete or to cover every situation. Tax law is subject to interpretation and legislative change. Tax results and the appropriateness of any product for any specific taxpayer may vary depending on the facts and circumstances. You should consult with and rely on your own independent legal and tax advisers regarding your particular set of facts and circumstances.

Circular 230 Disclaimer: The information contained in this communication (including attachments) concerning Federal tax issues is not intended to (and cannot) be used by anyone to avoid IRS penalties. This communication is intended to support the sale of MetLife insurance and annuity products and other financial products and services. You should seek advice based on your particular circumstances from an independent tax advisor.

Mutual Fund Select Portfolios

Disclosure Statement

About Your MFSP Account: MFSP is a program that Metropolitan Life Insurance Company and its affiliates ("MetLife") make available to participants in retirement plans and deferred compensation arrangements that are permitted to invest their plan accounts in mutual fund shares. Your employer or a third party appointed by your employer (other than MetLife or any of its affiliates) selects the mutual funds ("Funds") that are offered as investment options under its plan. The Funds may also be offered with a fixed annuity account option issued by MetLife Insurance Company of Connecticut or Metropolitan Life Insurance Company.

Investment Risks: Mutual funds are sold by prospectus, which is available from your registered representative. Please carefully consider investment objectives, risks, charges, and expenses before investing. For this and other information about any mutual fund investment, please obtain a prospectus and read it carefully before you invest. Investment return and principal value will fluctuate with changes in market conditions such that mutual fund shares may be worth more or less than original cost when redeemed.

Your Expenses for Investing in the MFSP Funds: You pay Fund investment management fees, other expenses, 12b-1 fees and redemption fees (if any) on each mutual fund investment in your plan MFSP account. These fees and expenses vary by the Fund. Please refer to each Fund's prospectus for a description of these fees and expenses.

MetLife Compensation Received From the Funds: MetLife and/or its affiliates also receive compensation from the Funds and/or their affiliates with respect to participants account balances for certain recordkeeping, administration and distribution services, which also vary by Fund. Different Funds provide MetLife and/or its affiliates different compensation. Therefore, this compensation may vary over time based on the Funds that are made available under the plan and participants' account allocations in the various Funds. Upon written request, MetLife will provide the current rates of compensation for Funds in your plan and any related information reasonably requested. Please direct any such request to MetLife Resources, Client Services, 400 Atrium Drive, Somerset, NJ 08873. Please make sure you understand all the fees and expenses related to the investment of your MFSP account in the Funds. If you need additional information, please contact MetLife at the address indicated above.

Plan Expense Account: Your employer may establish an account under your plan for the payment of plan expenses. Depending on the arrangement authorized by your employer, MetLife may credit this account with all or a portion of the compensation it receives from MFSP Funds (described in the preceding paragraph).

Plan Administrative Fees and Other Expenses Paid by You and/or the Plan: MetLife receives compensation for administrative and recordkeeping services it provides for the plan. Depending on the arrangement authorized by your employer, MetLife's compensation for these services (1) consists of (a) the compensation it receives from Funds (described above), (b) a separate per participant fee or basis point fee on plan assets, or (c) a combination of both; and (2) generally, is paid by charging participants' plan accounts, or, at the employer's direction, from the plan expense account. At the employer's direction, MetLife also may be required to charge participants' plan accounts or the plan expense account and remit fees to third parties for plan services they provide, such as administrative, trust, custodial, investment advisory, or consulting services.

For information about your plan's fee arrangement with MetLife, please see the *Mutual Fund Select Portfolios* Disclosure Statement that has been prepared specifically for your plan, which is included in the prospectus kit or can be obtained from the Rep or your employer.

Investment Instructions: You may give investment instructions on any Business Day (which usually includes all days the New York Stock Exchange is open). You must call the Service Center on the telephone number listed on your quarterly statement before 4:00 p.m. Eastern Time (or the earlier close of regular trading on the NYSE) in order for us to process your investment instructions on the same Business Day. Any investment instructions received in good order after that time will be processed on the next Business Day. In addition, your plan may impose additional restrictions on investment transactions.

Investment Advice/Recommendations: Neither MetLife, nor any of its employees, Financial Service Representatives and agents, will provide investment recommendations or give investment advice of any kind in regard to your plan MFSP account. By signing the Enrollment Form, you confirm that no MetLife employee, Financial Services Representative or agent made any investment recommendations or gave any investment advice of any kind. If you're interested in asset allocation services, please ask your MetLife Financial Services Representative.

Prospectus: You have been provided a prospectus for the MFSP Funds available in your plan. Whenever you want a prospectus (or any other disclosure information), please call your *MetLife representative*.

Mutual funds are offered by MetLife Securities, Inc., (member FINRA SIPC), 200 Park Avenue, New York, NY 10166. Annuities are issued by MetLife Insurance Company of Connecticut (MICC), Bloomfield, CT 06002 or Metropolitan Life Insurance Company (MLIC), New York, NY 10166. MSI, MICC and MLIC are MetLife companies.

Compensation Disclosure Notice

MetLife and its affiliated insurance companies and broker-dealers are committed to helping you select an appropriate product based on your financial needs and stated investment objectives.

Your MetLife sales representative ("Representative") is an employee of a MetLife Company, or associated with MetLife's New England Financial® distribution channel.

Your Representative is authorized to offer and sell products to you that are either issued or distributed by Metropolitan Life Insurance Company or certain of MetLife's affiliated insurance companies, or offered through one of MetLife's affiliated entities that is registered as a broker-dealer with whom you have an account relationship (each, a "MetLife Company" and, together, the "MetLife Companies").* Products from the MetLife Companies include fixed life insurance and annuities, property, casualty, and health insurance, variable annuities, and variable life insurance ("MetLife Products"). Your Representative also may be authorized to offer you certain products, including insurance, annuities, and mutual funds, issued by companies other than the MetLife Companies ("non-MetLife products").

Your Representative acts on behalf of the MetLife Companies in connection with the offer and sale of MetLife Products to you. He or she acts on behalf of a company other than MetLife in connection with the sale of non-MetLife products. Your Representative also may service your mutual funds, securities or insurance products on behalf of the company issuing the product.

Your Representative is compensated by a MetLife Company for sale, renewal and servicing of MetLife Products and certain authorized non-MetLife products. This compensation includes base commissions and other forms of compensation that may vary from product to product and by the amount of the purchase payment made by you. You should be aware that the amount of his or her compensation may increase in part based upon the relative amount of MetLife Products and certain non-MetLife products that he or she sells during a set period. He or she also is eligible for additional cash compensation (such as medical, retirement and other benefits) and non-cash compensation (such as conferences and sales support services) based on his or her sales of MetLife Products, certain authorized non-MetLife products, and overall sales and productivity. Your Representative may also receive compensation for the sale, renewal and servicing of authorized non-MetLife products directly from the issuing company. In some instances, MetLife Companies may also pay for expenses incurred by Representatives in connection with events for clients and prospects, training and education opportunities, and other miscellaneous expenses.

MetLife receives compensation for non-MetLife Products sold by your Representative. This compensation will vary based upon an agreement between a MetLife Company and the issuing company and may include a bonus feature or a marketing allowance, which may be used in some instances to offset expenses associated with conducting due diligence on the company and its products, and hosting training and education, or recognition, conferences.

There are several aspects of management compensation, and one aspect is that your Representative's sales management is compensated for MetLife Products and approved non-MetLife Products that are sold by your Representative through MetLife. Generally, this compensation is aligned with that of your Representative, as noted above.

The services provided by your Representative may include:

- Discussing your current financial condition, goals and objectives;
- Gathering relevant financial information;
- Analyzing your financial situation (including among other things your needs, goals, risk tolerance, investment experience and time horizon) in order to determine appropriate strategies and recommendations of suitable investment or insurance products;
- Making recommendations regarding asset allocation;
- Making recommendations involving investment repositioning;
- Implementing these recommendations; and
- Reviewing your progress against your financial goals and objectives.

These services are **not** investment advisory or financial planning services subject to the Investment Advisors Act of 1940. If you are interested in such services, ask your Representative. Either your Representative or another MetLife or New England Financial Representative may be able to provide investment advisory or financial planning services. Before receiving those services, however, you will be provided with an additional disclosure and enter into a separate written agreement regarding those services as required by the Investment Advisors Act of 1940.

In addition to your Representative, certain independent brokers sell products through an association with a MetLife or New England Financial sales office. They are compensated by a MetLife Company for the sale, renewal and servicing of MetLife Products. Those brokers may receive increased compensation based upon the amount of MetLife Products sold during a set period.

* The following are the MetLife Companies whose products your Representative may be authorized to sell: Metropolitan Life Insurance Company, Metropolitan Property and Casualty Insurance Company, Metropolitan Casualty Insurance Company, Metropolitan General Insurance Company, Metropolitan Direct Property and Casualty Insurance Company, Metropolitan Group Property and Casualty Insurance Company, Metropolitan Lloyds Insurance Company of Texas, Economy Fire & Casualty Company, Economy Preferred Insurance Company, Economy Premier Assurance Company, First MetLife Investors Insurance Company, MetLife Investors USA Insurance Company, MetLife Investors Insurance Company, MetLife Insurance Company of Connecticut, New England Life Insurance Company, General American Life Insurance Company, MetLife Securities, Inc., Walnut Street Securities, Inc., New England Securities Corporation and Tower Square Securities, Inc. For more information, please refer to www.metlife.com.

"New England Financial" is a registered service mark of New England Life Insurance Company.

COMPDISC-ID



Our Privacy Notice

We know that you buy our products and services because you trust us. This notice explains how we protect your privacy and treat your personal information. It applies to current and former customers. "Personal information" here means anything we know about you personally.

Protecting Your Information

We take important steps to protect your personal information. We treat it as confidential. We tell our employees to take care in handling it. We limit access to those who need it to perform their jobs. Our outside service providers must also protect it, and use it only to meet our business needs. We also take steps to protect our systems from unauthorized access. We comply with all laws that apply to us.

Collecting Your Information

We typically collect your name, address, age, and other relevant information. For example, we may ask about your:

- finances
- creditworthiness
- employment
- health

We may also collect information about any business you have with us, our affiliates, or other companies. Our affiliates include life, car, and home insurers. They also include a bank, a legal plans company, and securities broker-dealers. In the future, we may also have affiliates in other businesses.

How We Get Your Information

We get your personal information mostly from you. We may also use outside sources to help ensure our records are correct and complete. These sources may include consumer reporting agencies, employers, other financial institutions, adult relatives, and others. These sources may give us reports or share what they know with others. We don't control the accuracy of information outside sources give us. If you want to make any changes to information we receive from others about you, you must contact those sources.

Using Your Information

We collect your personal information to help us decide if you're eligible for our products or services. We may also need it to verify identities to help deter fraud, money laundering, or other crimes. How we use this information depends on what products and services you have or want from us. It also depends on what laws apply to those products and services. For example, we may also use your information to:

- administer your products and services
- process claims and other transactions
- perform business research
- confirm or correct your information
- market new products to you
- help us run our business
- comply with applicable laws

Sharing Your Information With Others

We may share your personal information with others with your consent, by agreement, or as permitted or required by law. For example, we may share your information with businesses hired to carry out services for us. We may also share it with our affiliated or unaffiliated business partners through joint marketing agreements. In those situations, we may share your information to jointly offer you products and services or have others offer you products and services we endorse or sponsor. Before sharing your information with any affiliate or joint marketing partner for their own marketing purposes, however, we will first notify you and give you an opportunity to opt out.

Other reasons we may share your information include:

- doing what a court, law enforcement, or government agency requires us to do (for example, complying with search warrants or subpoenas)
- telling another company what we know about you if we are selling or merging any part of our business
- giving information to a governmental agency so it can decide if you are eligible for public benefits
- giving your information to someone with a legal interest in your assets (for example, creditor with a lien on your account)
- giving your information to your health care provider
- those listed in our "Using Your Information" section above

HIPAA

We will not share your health information with any other company - even one of our affiliates - for their own marketing purposes. If you have dental, long term care, or medical insurance from us, the Health Insurance Portability and Accountability Act ("HIPAA") may further limit how we may use and share your information.

Accessing and Correcting Your Information

You may ask us for a copy of the personal information we have about you. Generally, we will provide it as long as it is reasonably retrievable and within our control. You must make your request in writing listing the account or policy numbers with the information you want to access. For legal reasons, we may not show you anything we learned as part of a claim or lawsuit, unless required by law.

If you tell us that what we know about you is incorrect, we will review it. If we agree, we will update our records. Otherwise, you may dispute our findings in writing, and we will include your statement whenever we give your disputed information to anyone outside MetLife.

Questions

We want you to understand how we protect your privacy. If you have any questions about this notice, please contact us. When you write, include your name, address, and policy or account number.

Send privacy questions to:

MetLife Privacy Office
P.O. Box 489
Warwick, RI 02887-9954
privacy@metlife.com

We may revise this privacy notice. If we make any material changes, we will notify you as required by law. We provide this privacy notice to you on behalf of these MetLife companies:

Metropolitan Life Insurance Company
MetLife Investors Insurance Company
MetLife Investors USA Insurance Company

MetLife Securities, Inc.
MetLife Insurance Company of Connecticut

BUSINESS CONTINUITY PLAN DISCLOSURE¹

MetLife, Inc. together with each of its subsidiaries and affiliates, including its broker dealer affiliates, (collectively "MetLife") is committed to safeguarding the interests of our clients and customers in the event of an emergency or significant business disruption ("SBD").

MetLife's comprehensive business continuity strategy is designed to enable MetLife to meet its existing obligations to its clients and customers in the event of an emergency or SBD by safeguarding employees' lives and firm property, making a financial and operational assessment, quickly recovering and resuming operations, protecting all of MetLife's books and records, and allowing customers to transact business.

MetLife has a documented corporate policy requiring each Business Unit to develop a business continuity plan (hereinafter "Business Continuity Plan"). Pursuant to this policy, MetLife's I/T Risk and Business Recovery ("ITRBR") department has the full-time responsibility of coordinating the development, testing and maintenance of all MetLife Business Continuity Plans. ITRBR also manages contracts with recovery services vendors and is responsible for management reporting on all aspects of continuity. A formal process that includes a continuous review of internal controls enforces the corporate policy on continuity.

Business Continuity Plans have been developed, tested and approved by management for all MetLife business locations and production IT systems and applications. The plans reside in a common, best-of breed database and are routinely updated by business units and ITRBR staff. The database is replicated between two sites that are several hundred miles apart. Business Impact Analyses are used to keep the Business Continuity Plans aligned with business requirements.

Recovery resources are identified in advance and are obtained from several sources. These resources exist either within MetLife's capabilities or are obtained from recovery services vendors under contract.

Local crisis management teams are in place in all MetLife locations. These local crisis teams are charged with recording and managing any potential or actual crisis at the site from the time a situation occurs to the resolution of the incident and resumption of normal business operations.

MetLife's Business Continuity Plans address advance preparations and actions to be taken in response to disruptions of various magnitudes. The Business Continuity Plans address the potential impact of varying levels of disruptions to MetLife employees, equipment, computer and telecommunications systems, and office facilities. While it is impossible to anticipate every type of disruption that could effect MetLife's businesses, examples of the incidents covered by the Business Continuity Plans include, but are not limited to, terrorists attacks, hurricanes, fires, bomb threats, earthquakes, public transportation strikes, IT disruptions and cyber-threats.

MetLife maintains back-up systems and power supplies that allow critical computer and telecommunications systems and facility functions to be maintained in the event of minor, local disruptions. The duration of the disruption will depend on the nature and extent of the emergency or SBD.

In the event of an SBD, where it is not possible to conduct business from one of MetLife's offices, the company has contracted with a recovery services vendor for use of a remote alternate site equipped with sufficient resources to support critical business operations. Telephone service would be re-routed to this site. MetLife's networks and major business applications are replicated daily in a different geographical location from the company's offices, enabling it to access these systems from the remote site should the local systems become unavailable. As required in the Business Continuity Plans, MetLife is generally prepared to restore critical business functionality at the alternate site no later than 48 hours after declaration of an SBD. Other employees have been designated to work from home during periods of major disruptions.

The MetLife's Business Continuity Plans are reviewed as necessary, and at least annually, to ensure they account for technology, business and regulatory changes, operations, structure or location. The Business Continuity Plans are subject to change, and material changes will be updated promptly on the MetLife public website and all affiliates' websites. You may obtain a current written copy of this notice by contacting a MetLife representative or writing to us at:

MetLife
One MetLife Plaza
Long Island City, New York 11101
Attn: Corporate Ethics and Compliance

(1) This disclosure is intended to comply with the rules promulgated by the Financial Industry Regulatory Authority ("FINRA").

Making an Informed Decision: Important Information Regarding Your Proposed Deferred Variable Annuity Purchase

MetLife and your representative are committed to ensuring that you understand the key features of the deferred variable annuity contract you are considering purchasing, as well as the costs of these features. Please read the information below. It contains an important summary of the terms and features of variable annuities. If you have specific questions, please discuss them with your representative. Your contract will provide complete details of the terms and features of your variable annuity.

What is a Variable Annuity?

A variable annuity is a contract between an insurance company and you (or your group or plan, in the case of a group variable annuity) that is generally designed to help you save for retirement or other long-term investment purposes. A deferred variable annuity contract will provide you with a variety of income payment choices, the ability to accumulate any earnings on your investment on a tax-deferred basis, a standard death benefit feature, and the ability to withdraw your money prior to the date when income payments begin (charges, taxes, and tax penalties may apply). Purchase payments may be made in the form of a lump sum contribution or over time. The contract may offer additional benefits through optional death benefit and/or living benefit riders, generally for an additional charge. (Also, if your purchase payments are made under a retirement plan or other group arrangement, the contract may provide that all or some of your rights are subject to the terms of the plan.)

Investment Choices

A variable annuity may offer a range of investment options as well as a fixed account option. The value of your account will go up or down depending on the performance of the investment options you choose. These investment options usually fall within a variety of different asset classes, each having its own investment objective, strategy, and associated risks. The fixed account, unlike the investment options, pays a fixed rate of interest and is guaranteed by the insurance company.

Surrender Charges

In general, if you withdraw money from a variable annuity within a certain period after making a purchase payment, you will be assessed a surrender charge. This surrender charge will normally be a percentage of the purchase payments made or the amount withdrawn. The percentage will decline gradually over a period of years, based upon either when the purchase payment was made or when the contract was purchased. Your contract will typically allow you to withdraw a certain portion of your purchase payments or account balance each year without incurring the surrender charge that would otherwise apply. Variable annuity surrender charges may vary depending on the contract class selected.

Fees and Expenses

A variable annuity imposes several types of fees and charges for the various features it offers. First, there is an asset-based charge against the assets of the insurance company separate account in which you invest your money, often called a mortality and expense risk charge or separate account charge. This charge compensates the insurance company for the insurance risks it assumes under the annuity contract, and other expenses. The variable annuity may also include an annual administrative fee or contract charge to cover the costs of issuing, marketing, and maintaining the contracts. There are also charges imposed for the underlying investment options in the variable annuity, which include management fees paid to the investment adviser for these investment options. In addition, there are charges that apply to any optional benefits or riders that you select.

Impact of Withdrawals

Generally, deferred variable annuities are appropriate for customers with a long time horizon. If you are considering whether to purchase a contract class with no surrender charge period or a reduced surrender charge period, you should be aware that these contracts usually have higher contract charges. These contract classes should generally be considered only when there is a demonstrated liquidity need and you value the specific guarantees or benefits associated with the annuity. Further, if you have a short time horizon and require access to greater than standard available withdrawals, you should evaluate whether you should be purchasing any living benefits. This is because withdrawals at a high rate of the account balance tend to deplete the living benefits more rapidly and you may not receive all the advantages of your rider selection. Withdrawals can reduce the living benefit base otherwise available, and the impact of withdrawals on each benefit chosen should be discussed with your representative or financial advisor. Some benefits may be reduced on a dollar for dollar basis and others may be done proportionally, or in a combination.

Tax Consideration

Withdrawals from variable annuities may be treated differently than withdrawals from mutual funds and other types of investment products. For example, when you make a withdrawal from a variable annuity, you will be taxed on any earnings at ordinary income rates rather than capital gain rates, which are lower. Accumulated earnings within the death benefit are also taxable as ordinary income to the beneficiary, while death benefit proceeds of a life insurance policy generally receive more favorable tax treatment. In addition, mutual funds and other investment products are treated differently for tax purposes upon the death of the owner.

Federal tax laws impose certain restrictions on withdrawals from variable annuities purchased to fund qualified retirement plans, and tax penalties on certain early withdrawals from the contracts. You should also be aware that investing assets in an annuity funding an IRA or a qualified plan will provide no additional tax benefits. Reasons to consider buying a variable annuity to fund a tax-qualified plan or IRA may include the ability to receive lifetime income payments, the death benefit feature or other optional riders. You should consult a tax adviser about the tax consequences of buying a variable annuity contract.

Insurance Guarantees and Optional Riders

In addition to a standard death benefit, a variable annuity may include other guaranteed features, such as withdrawal guarantees, guaranteed minimum death benefits, or guaranteed payouts for life or a certain number of years. These guarantees are subject to the financial strength and claims paying ability of the insurance company. Some of these guarantee features may be offered through optional riders, such as enhanced death benefits and living benefits. These optional riders do not guarantee a rate of return on your account balance. Annual increase amounts, benefit payments or benefit credits associated with an optional rider or other insurance guarantee are applied to the rider "benefit base" and not your account balance. The rider "benefit base" is the value from which the guarantees are calculated when received.

Any optional benefits or riders may be subject to certain restrictions and are usually available for an additional charge. Typical restrictions may include waiting periods, extending associated waiting periods with any available step-ups, available investment options, availability by age, and limiting the benefit base to include only certain payments to the contract (e.g., payments in the first six months, etc.). Your representative must explain to you the feature(s) and costs of rider(s) that you express an interest in, as well as the additional charges and any impact of withdrawals. Not all riders are available in all states or with all products. Some of the most common variable annuity riders include Death Benefit Riders and Living Benefit Riders.

Death Benefit Feature

Upon your death, your designated beneficiary (such as your spouse or child) will receive a death benefit amount from the contract. Many variable annuities provide a guaranteed minimum death benefit as a standard feature. Under those contracts, your beneficiary is guaranteed to receive the greater of the amount of purchase payments you have invested in the contract (adjusted for withdrawals) or the money in your account. This protects your beneficiary against the effects of negative investment returns.

DEATH BENEFIT RIDERS

Enhanced Death Benefit

Guarantees a minimum amount payable to your beneficiaries upon your death that may provide more than the guaranteed minimum death benefit that comes standard with your contract. May lock in account balance gains on certain contract anniversaries, and may also apply a compound income percentage to your net purchase payments through a certain age or other limit.

Earnings Preservation Benefit

Pays a benefit to your beneficiaries upon your death in addition to any standard or enhanced death benefits payable from your contract. This benefit is intended to offset additional expenses due upon your death, such as taxes.

LIVING BENEFIT RIDERS

Guaranteed Minimum Accumulation Benefit

Guarantees that at a specific point in time, your account balance will not be less than a minimum guaranteed amount.

Guaranteed Minimum Income Benefit

Provides a guaranteed minimum income for your lifetime by providing a guaranteed fixed minimum level of annuity payments if you hold the annuity for a required minimum period. Annuity payout options may include payments over your lifetime, payments over joint lifetimes, or payments for a guaranteed period of time. Enhanced versions may provide the ability to lock-in account balance gains with optional resets. Some versions may also provide for a stated rate of growth of the benefit base, regardless of account performance.

Guaranteed Withdrawal Benefit OR Guaranteed Minimum Withdrawal Benefit

Provides a guaranteed minimum return of purchase payments for a period of time through specified withdrawals from your contract, regardless of account performance.

Lifetime Withdrawal Guarantee OR Guaranteed Minimum Withdrawal Benefit for Life

Provides a guaranteed minimum income for your lifetime through specified withdrawals from your contract, regardless of account performance. May also include the option for the guarantee to apply to joint lives.

CLASS OPTIONS

Many variable annuities are offered in different categories, sometimes referred to as "classes." These categories mainly differ in their initial investment requirements, fees, expenses, withdrawal charge schedules, available features and riders, and may also differ in compensation to the registered representative. You should discuss with your representative which variable annuity class would be appropriate in light of your investment time horizon, liquidity needs, and desired selection of optional riders. The following describes the most common annuity classes or categories. Please refer to the product prospectus for a more in-depth explanation, as specific provisions may vary by product.

B Class

This is the most common annuity class. B Class annuities have no initial sales charges, but they do have withdrawal charge schedules applicable to full or partial withdrawals that typically range from 6 to 8 years (the "withdrawal period") with withdrawal charges beginning at 5% to 7% of the amount withdrawn, decreasing by 1% per year until the end of the withdrawal period. Depending on the product, the withdrawal period may be based either on the date a contract begins, or as payments are made toward the contract. The fees and expenses associated with this annuity class are generally much lower than those associated with C or L Class annuities.

C Class

This annuity class provides liquidity by allowing full or partial cash withdrawals at any time without withdrawal charges (current taxes/tax penalties may apply). However, C Class annuities are generally accompanied by higher fee and expense schedules than most other annuity classes. C Class annuities are typically less appropriate for investors with longer time horizons, as the associated charges may potentially result in significantly lower contract values over the long term when compared to Class B, L or Bonus annuities.

L Class

This annuity class provides less liquidity than the C Class, but more liquidity than B Class annuities. The L Class is very much like the B Class above, however, L Class annuities differ in that their withdrawal charge schedules typically range from 3 to 4 years (also on a declining basis as described above). Like the C Class, L Class annuities are typically less appropriate for investors with longer time horizons, as the associated charges (which are higher than B, but lower than C Class) may potentially result in lower contract values over the long term than Class B or Bonus annuities.

Bonus Annuities

Bonus annuities generally provide a purchase payment credit, or bonus, that is applied to the contract value based on a percentage of purchase payment(s) made within a certain time frame as defined by the contract (for example, the first contract year and/or up to a certain age of the owner). Contractual bonus recapture provisions may allow for bonus credits to be taken back by the insurer under certain circumstances, such as withdrawals or payment of a death benefit within a certain time period. For distribution purposes, bonus credits are treated as earnings and are subject to applicable tax considerations. The bonus credits come at a cost, as Bonus Annuities typically have longer withdrawal charge schedules and higher charges, expenses and fees than traditional or Class B variable annuities. Other benefits, features or limitations that may differ between Bonus Annuities and non-bonus annuities include, but are not limited to, interest crediting rates and the death benefits available under each. Please refer to your prospectus and contract for specific information.