

**Personal Information**

Plan Name: City of Lawrence, Kansas	Plan ID: 0056703001
Name:	SSN:
Address:	City, State, & ZIP:
Date of Birth:	Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female
Home Phone Number:	Work Phone Number:
Email Address:	

**Paperless Delivery Consent**

**Paperless Delivery:** By providing your email address, you are consenting to receive statements, confirmations, terms, agreements and other information provided in connection with your retirement plan electronically. Unless you choose to have statements, account documents and other documents sent in connection with your retirement plan delivered via US Mail to the mailing address of record by checking the box below, these documents will be made available to you electronically.

I wish to receive my statements and account documents via US Mail.

**Contribution Summary**

	Dollar Amount <b>OR</b> Percentage <sup>1</sup>	Payroll Frequency:	Bi-Weekly
457(b) Pre-Tax	\$ %		
457(b) Roth <sup>2</sup>	\$ %		
<b>Total</b>	<b>\$ %</b>		

<sup>1</sup>All increases, decreases and suspensions will be implemented no sooner than the first payroll of the month following the change request. Please remember to check your paystub to confirm your selected contributions are accurately reflected and being processed.  
<sup>2</sup>Roth contributions are made on an after-tax basis.

**Beneficiary Designation**

Check here if this is a change of beneficiary. (Beneficiaries listed below replace any prior designation)

**NOTE:** Percentage split must total 100% for each category of beneficiary.

If additional space for beneficiaries is required, attach additional sheets and mark this box:

**Primary Beneficiary(ies)** (must total 100%):

Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:

**Contingent Beneficiary(ies)** (must total 100%):

Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:
Name:	Relationship:	SSN:	Phone #:
Address:		Date of Birth:	% Split:

## Funding Options

### Asset Allocation

- \_\_\_\_\_ % TIAA-CREF Lifecycle Index Retirement Income Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2010 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2015 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2020 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2025 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2030 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2035 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2040 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2045 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2050 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2055 Fund (Institutional Class)
- \_\_\_\_\_ % TIAA-CREF Lifecycle 2060 Fund (Institutional Class)

### Balanced

- \_\_\_\_\_ % Capital Income Builder® Fund (Class R5)
- \_\_\_\_\_ % Prudential Balanced Fund (Class Z)

### International

- \_\_\_\_\_ % Fidelity Emerging Markets Fund
- \_\_\_\_\_ % Oppenheimer International Diversified Fund (Class I)

### Specialty

- \_\_\_\_\_ % Cohen & Steers Real Estate Securities Fund, Inc. (Institutional Class)

### Small Cap

- \_\_\_\_\_ % Touchstone Small Company Fund (Class R6)

### Mid Cap

- \_\_\_\_\_ % MassMutual Select Mid Cap Growth Fund (Class I)
- \_\_\_\_\_ % Vanguard Mid Cap Index Fund (Admiral Shares)

### Large Cap

- \_\_\_\_\_ % ClearBridge Large Cap Growth Fund (Class I)
- \_\_\_\_\_ % MFS Value Fund (Class R3)
- \_\_\_\_\_ % Vanguard 500 Index Fund (Admiral Shares)

### Bonds

- \_\_\_\_\_ % Federated High Yield Trust (Institutional Shares)
- \_\_\_\_\_ % Pioneer Bond Fund (Class K)

### Short Term

- \_\_\_\_\_ % Nationwide Fixed Account

100 % Total for both columns must equal 100%

**Enroll me in asset rebalancing** I agree to comply with and be bound by the terms and conditions of the service including any restrictions imposed by the investment options. I understand I can obtain more information about the service, its terms and conditions by contacting the Nationwide Service Center at 877-NRS-FORU.

## Authorization

- Please send me a copy of the Informational Brochure/Prospectus(es).
- Please contact me regarding transferring my other pre-tax retirement plans.
- Please send me forms regarding the Catch-up Provisions.

I authorize my Employer to reduce my salary by the above amount which will be credited to my Employer's Plan. The reduction will continue until otherwise authorized in accordance with the Plan. The withholding of my deferred amount by my Employer and its payment to the designated investment option(s) will be reflected in the first pay period contingent on the processing of this application by the Plan Administrator in conjunction with the set-up time required by my payroll center. The reduction is to be allocated to the funding options in the percentages indicated above. Some mutual funds may impose a short-term trade fee. Please read the underlying prospectuses carefully.

**I have read and understand each of the statements on the front and back of this form, which have been drafted in compliance with the Internal Revenue Code. I accept these terms and understand that these statements do not cover all the details of the Plan or products.**

Participant Signature:	Date:
Retirement Specialist Name (Print):	Agent #:

## Form Return

By mail: Nationwide Retirement Solutions  
PO Box 182797  
Columbus, OH 43218-2797

By fax: 877-677-4329

The purpose of the Memorandum of Understanding is to make you aware of the highlights, restrictions and cost of the City Lawrence, Kansas 457(b) Deferred Compensation Plan. However it does not cover all the details of the Plan. You should refer to the Plan Document for specific details.

I understand and acknowledge the following

1. I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document. The product information brochure and fund prospectuses are available upon request at [nrsforu.com](http://nrsforu.com) or by calling 877-NRS-FORU (877-677-3678).
2. The maximum annual contribution amount to all 457(b) plans is the lesser of the annual 457(b) contribution limit or 100% of my includible compensation. This amount may be adjusted annually. If you have questions about the maximum contributions limits they can be found at [irs.gov](http://irs.gov). Under certain circumstances, additional amounts above the limit may be contributed into the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of Normal Retirement Age and did not contribute the maximum amount in prior years. The Plan Document provides additional details about contribution limitations. Contributions in excess of maximum amounts are not permitted and will be considered taxable income when refunded. It is my responsibility to ensure my contributions do not exceed the annual limit.
3. As opposed to the withdrawal of earnings on pre-tax contributions, the earnings on designated Roth contributions are generally not subject to future taxes as long as the distribution from the Roth account satisfies the requirements to be a "qualified distribution." Qualified distributions cannot be made within five years of the first designated Roth contribution to this plan, and must be made on or after the attainment of age 59 ½, on or after the participant's death, or the participant's disability. If the participant previously established another designated Roth account in another plan and is able to roll the funds from this plan to the other plan, the five-year period would begin to run from the date of the first contribution to the first designated Roth account. A non-qualified Roth distribution may result in a 10% additional tax for early withdrawal of that portion of the distribution that is includible in gross income, if made from rollovers to this Plan from a qualified plan like a 401(k) plan, unless a regulatory exception applies. Please note that once made, contributions and/or rollovers to a designated Roth account may not be reversed. In the event you wish to make changes, only future contributions and/or rollovers can be redirected.
4. I may withdraw funds from the Plan only upon severance from employment; at age 70½; upon an unforeseeable emergency approved by the Plan; or I may take a one time in-service withdrawal if my account value is \$5,000 or less (as adjusted) and I have not contributed into the Plan for two or more years. Withdrawal for the purchase or repayment of service credits in a governmental defined benefit plan may also be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Internal Revenue Code and applicable regulations, some of which are expressed in the Plan Document.
5. In general, distributions from the Plan must begin no later than the 1<sup>st</sup> of April following the later of the year I reach age 70½ or separate from service. Please consult the Plan Document for additional information. All distributions are taxable as ordinary income and subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Sec. 401(a)(9), which currently requires benefits to be paid at least annually over a period not to extend beyond my life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 50% federal excise tax.
6. The funds in my account may be eligible for rollover to a traditional or Roth IRA or to an eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Plan Administrator shall be responsible for those tax consequences.
7. I understand that retirement income payments and termination values (if any), provided by the contract are variable when based on the investment experience of a separate account and are not guaranteed as to the dollar amount. This statement is not applicable to the fixed account value.
8. I understand that all amounts contributed into the Plan and earnings on the amounts deferred are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries until such time as the deferred amount is made available to the participant or beneficiary.
9. I understand that I may make changes among the investment options within my account as frequently as daily, but any change may be subject to the restrictions of the Plan and/or investment provider. Some mutual funds may impose a short term trading fee. Please read the underlying prospectuses carefully. Changes may be made by calling 877-NRS-FORU (877-677-3678) or logging on to [nrsforu.com](http://nrsforu.com).
10. I understand and acknowledge that if an allocation is made to a closed or unavailable fund, the allocation will be made to the Asset Allocation Fund closest to the year in which I turn age 65. If the total investment percentage equals less than 100%, the difference will be invested in the Asset Allocation fund closest to the year I turn age 65. If the total investment option percentage is greater than 100%, my application will be rejected and my allocations will not be processed.
11. The earliest your enrollment or contribution change can start is the first day of the month following your completed request. Please remember, your employer's processing schedule will determine the actual effective date of the contribution. It is the Plan Sponsor's/ Pay Center's responsibility to ensure deferrals do not commence too early.

# City of Lawrence, Kansas Memorandum of Understanding

## Nationwide Fixed Account

1. A guaranteed interest rate is declared quarterly and credited daily, which is not lower than the minimum annual rate.
2. Nationwide may earn a spread on assets held in the Nationwide Fixed Account, which is reflected in the crediting rate. The spread represents the difference between what Nationwide earns on investments and what it credits to the Fixed Account as interest.
3. Exchanges or transfers may be made based upon one of the following options as chosen by your employer:
  - a) Exchanges and/or transfers of money from the Fixed Account may be made no more than twice a year and may not exceed 20% of the participant's Fixed Account value. Once the 20% limit has been reached, no further exchanges/transfers will be permitted out of the participant's Fixed Account during the remainder of the calendar year. If the Fixed Account value is less than or equal to \$1,000, the participant can exchange/transfer up to the entire account value. Each exchange/transfer will count toward the limitation of two exchanges/transfers out of the Fixed Account per year. Additionally, a five-year Exchange/Transfer election allows for the systematic movement of 100% of the participant's account value out of the Fixed Account on a monthly basis over a five-year period. If elected, the participant cannot defer, exchange, or transfer into his/her Fixed Account during the five-year term without canceling this election.

**-OR-**

- b) Exchanges and/or transfers from the Fixed Annuity may be made up to 100% of the participant's account value. The total of all participant exchanges and/or transfers cannot exceed 12% of the total amount held in the Deposit Fund for the employer under the Fixed Account as of December 31 of the previous calendar year. Once this aggregate limit is met, no further exchanges or transfer into any participant's Fixed Account will be permitted.

**Exchange:** An exchange is the movement of money between the Nationwide Life Fixed Account and Variable Annuity options and/or between funds in the Variable Annuity option.

**Transfer:** A transfer is the movement of money between product providers within the same plan.

## Mutual Fund Options

The value of amounts allocated to mutual funds options will vary depending upon the value of the chosen mutual funds and could result in either a gain or loss. The fund prospectuses were made available to me and can be obtained upon request.

## Mutual Fund Payments Disclosure

Nationwide offers a variety of investment options to public sector retirement plans through variable annuity contracts, trust or custodial accounts. Nationwide may receive payments from mutual funds or their affiliates in connection with those investment options. For more detail about the payments Nationwide receives, please visit [nrsforu.com](http://nrsforu.com).

## Consent to Paperless Delivery and Access

By providing your email address, you are agreeing and consenting to receive and view plan benefit statements, correspondence and confirmations, and other communications electronically. These materials will be provided through an e-mail message notifying you that electronic documents are available online for you to view and print. This replaces all written communication associated with your Retirement Plan(s) serviced by Nationwide and you will no longer receive these documents via US Mail. By providing your consent to paperless delivery, you are acknowledging and confirming that you are consenting to receive Plan Communications electronically, as they are now available or as they may be required or become available in the future and that you have access to view and print your documents electronically from the website and to save them from your computer or other electronic device. If you would like to receive the above referenced documents in paper form via US Mail you can do so by contacting Customer Service at 877-677-3678 and request paper. You may opt out of paperless delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via US Mail.

## Changing Your Email Address and Your Paperless Delivery Preferences

You are able to update your e-mail address or change your Paperless Delivery Preferences anytime either on the web site or via Customer Service.

## Your Right to Revoke Consent

You have the right to revoke your consent to receive documents electronically. Your consent shall be effective until you revoke it by changing your delivery preferences via Customer Service or on the website by selecting US Mail delivery.

## Endorsement Disclosure

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties and the International Association of Firefighters Financial Corporation. More information about the endorsement relationships may be found online at [nrsforu.com](http://nrsforu.com).