



TriMet Section 401(a) Defined Contribution Retirement Plan Participation Agreement and Service Request

Personal Information

Plan (select one): [] TriMet Defined Contribution Retirement Plan for Management and Staff Employees - 0066352001 [] TriMet Defined Contribution Retirement Plan for Union Represented Employee - 0066351002

Name: _____

Date of Birth: _____ SSN: _____ Gender: [] Male [] Female

Street Address: _____

City: _____ State: _____ ZIP: _____

Home Phone: _____ Work Phone: _____

Hire Date: _____ Email: _____

How would you like to be contacted if additional information is required? [] Phone [] Email

Paperless Delivery Consent

Paperless Delivery: By providing your email address you are consenting to electronic (paperless) delivery of documents related to your retirement plan, e.g. - statements, confirmations, terms, agreements, etc. Check the box below if you would prefer to receive paper copies of the documents via US Mail to the address provided above.

[] I do NOT consent to Paperless Delivery. Please provide the documents related to my retirement plan via US Mail.

Contribution Summary

I hereby irrevocably elect to contribute the below amount to my TriMet 401a plan. I understand that I must elect the amount of the contribution to the Plan (between 0% and 15%), and I understand that my total contributions may not exceed IRS limits. Once I elect this percentage it can never be changed. This election can only be made within the first 60 calendar days of my becoming an Eligible Employee. After that time, my participation is waived. I elect to contribute the following percentage:

Mandatory Employee Contributions: _____ % (Election must be between 0-15%)

Beneficiary Designation

IMPORTANT NOTES: 1) Allocations must total 100% for each category of beneficiary; and 2) If you designate a single primary or contingent beneficiary and do not list a percentage, the allocation will be designated as 100%.

[] I have additional beneficiaries. If you want to designate more than two of each type of beneficiary, you may attach a page with the additional beneficiary information. Allocations must still total 100% for each category.

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

1. Full Name: _____ Allocation: _____% Relationship: _____ SSN: _____ Date of Birth: _____ Address: _____ Phone: _____

2. Full Name: _____ Allocation: _____% Relationship: _____ SSN: _____ Date of Birth: _____ Address: _____ Phone: _____ Address: _____ Phone: _____

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

1. Full Name: _____ Allocation: _____% Relationship: _____ SSN: _____ Date of Birth: _____ Address: _____ Phone: _____

2. Full Name: _____ Allocation: _____% Relationship: _____ SSN: _____ Date of Birth: _____ Address: _____ Phone: _____

Funding Options

Asset Allocation - NCIT index Funds

_____ % American Funds Target Retirement 2015
 _____ % American Funds Target Retirement 2020
 _____ % American Funds Target Retirement 2025
 _____ % American Funds Target Retirement 2030
 _____ % American Funds Target Retirement 2035
 _____ % American Funds Target Retirement 2040
 _____ % American Funds Target Retirement 2045
 _____ % American Funds Target Retirement 2050
 _____ % American Funds Target Retirement 2055
 _____ % American Funds Target Retirement 2060
 _____ % American Funds Target Retirement 2065
 _____ % American Funds Target Retirement 2065

Large Cap

_____ % MFS Value R6
 _____ % Fidelity 500 Index
 _____ % T. Rowe Price Large Cap Growth I

Mid Cap

_____ % JPMorgan Mid Cap Value R6
 _____ % Fidelity Mid Cap Index
 _____ % T. Rowe Price Instl Mid-Cap Equity Gr

Small Cap

_____ % DFA US Targeted Value I
 _____ % Fidelity Small Cap Index
 _____ % Vanguard Small Growth Index Adm

International

_____ % Vanguard International Value Inv
 _____ % Fidelity Total International Index
 _____ % Vanguard International Growth Adm

Short Term

_____ % Vanguard Federal Money Market

Specialty

_____ % Parnassus Sustainable Core Equity CIT Fund

Bonds

_____ % Metropolitan West Total Return Plan
 _____ % Fidelity US Bond Index
 _____ % PIMCO Real Return Instl

Fixed Index Annuity

_____ % Nationwide True Flex

100 % Total for both columns must equal 100%

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 Provision.

I authorize my Employer to make the contribution(s) to the Plan in the amounts I have designated above. The contribution(s) will continue until otherwise authorized in accordance with the Plan. The withholding of my contribution(s) 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 Public Sector Service Center in conjunction with the set-up time required by my payroll center. The contribution(s) is to be allocated to the funding options in the percentages indicated above. I understand some investment options may impose a short-term trading fee. I understand I should read the fund prospectuses carefully.

I have read and understand the terms contained in this form, including the attached Memorandum of Understanding, which is incorporated herein.

I accept these terms and understand that these terms do not cover all the details of the Plan or products.

Signature: _____ Date: _____

Retirement Specialist Name (Print): _____ Agent #: _____

Form Return

Mail: TriMet Benefits and Retirement
 101 SW Main St. STE 700
 Portland, OR 97204-9911

Email: retirement@trimet.org

Please note that the information provided on this Participation Agreement will supersede any prior information provided, such as allocations, contribution amounts, contribution types (except Mandatory Employee Contribution) and/or beneficiary information.



The purpose of the Memorandum of Understanding is to make you aware of some of the highlights, restrictions and costs of your Plan. It is not intended to cover all the details of the Plan and should not be relied upon in making decisions about Plan benefits. You should refer to the Plan Document for specific details about the Plan's provisions and the prospectuses and other documentation for the Plan's underlying investment options.

1. The annual defined contribution amount to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of my eligible compensation. The IRS may adjust this amount annually. You can find more information on the maximum contribution limits at [irs.gov](https://www.irs.gov). Current or future participation in additional retirement plans, such as 403(b) and 401(a) plans, may affect the maximum annual contribution limit under this 401(a) plan.
2. The Plan Document governs when distributions can be made from the Plan. In general, distributions can be made from a 401(a) plan only upon separation from service or upon your death. Some 401(a) plans may also permit distributions (even if you are still employed): 1) upon reaching Normal Retirement Age as defined in the Plan Document; 2) upon a financial hardship approved by the Plan; 3) upon disability; or 4) when taking a loan. All distributions of funds must comply with the Code, any applicable regulations and the Plan Document, which you should consult to confirm which distribution opportunities are available. An additional early withdrawal tax of 10% may apply in some circumstances. We strongly recommend that you consult with your tax professional before requesting a distribution.
3. 414(h) Mandatory Employee Contributions – Your employer will specify the amount of these contributions if the Plan requires them. Generally, the amount of these contributions is a percentage of pay. If mandated, all eligible employees must make this contribution to the Plan as a condition of employment. These contributions will not be part of your taxable gross income; however, they do come out of your paycheck. You will make these contributions tax-deferred. You or a beneficiary will pay the taxes on these assets at the time of distribution. Other plans may permit you to make a one-time irrevocable election to contribute a percentage of compensation to the Plan before your Plan entry, which cannot be modified later. You should consult the Plan Document for specific contribution provisions.
4. The Plan Document's terms and conditions govern participation in any of the employer's plans. Fund prospectuses are available upon request by calling 1-877-677-3678 or at [trimetretirement.com](https://www.trimetretirement.com).
5. Generally, you must begin taking distributions from the Plan no later than April 1 following the year you reach age 72 (73 for a person who attains age 72 after December 31, 2022, and age 73 before January 1, 2033; and 75 for an individual who attains age 74 after December 31, 2032). If you continue to work for this employer beyond age 72 (73 for a person who attains age 72 after December 31, 2022, and age 73 before January 1, 2033; and 75 for an individual who attains age 74 after December 31, 2032), generally, your distributions must begin no later than April 1 following the year you separate from service or retire. Please consult the Plan Document for additional information. All distributions are taxable as ordinary income and subject to income tax in the year received. You must take distributions in a manner that satisfies the minimum distribution requirements of Section 401(a)(9) of the Code, which currently requires benefits to be paid at least annually over a period not to extend beyond your life expectancy. Failure to meet minimum distribution requirements may result in the payment of a 25% federal excise tax.
6. Beneficiary designations made on this form will replace any prior beneficiary designations. These designations will become effective when the Plan accepts them, provided it is before your death. Any benefits payable upon your death will be paid to your beneficiaries in substantially equal shares unless you specify otherwise. Nationwide will distribute your death benefits to your Primary Beneficiaries first. If any of your Primary Beneficiaries predecease you, Nationwide will distribute your death benefits to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives you. If no beneficiary designation is on file, Nationwide will distribute your death benefits as specified in the Plan Document. If you participate in both the 457(b) Plan and the 401(a) Plan administered by Nationwide, the beneficiary designations made on this form will apply to both Plans unless you have indicated otherwise.
7. Disclaimer for Community and Marital Property States: If the participant resides in a community or marital property state, the participant's spouse may have a property interest in the participant's Plan account and the right to dispose of the interest by will. Therefore, NRS disclaims any warranty as to the effectiveness of the participant's beneficiary designation or as to the ownership of the account after the death of the participant's spouse. For additional information, please consult your legal advisor to learn more about how your beneficiary designation may be affected by community or marital property state law.
8. Participants must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on the participant's account statement.
9. Participants will receive a statement of their account quarterly.
10. All Plan transactions initiated using the telephone will be recorded for the participant's protection.

INVESTMENT OPTIONS

1. Participant contributions will be invested pursuant to the participant's selection of funding options specified on the Participation Agreement.
2. NRS will permit participants and beneficiaries to exchange amounts among the Variable and Fixed investment options as frequently as permitted by the Plan, subject to the limits and rules set by each Fund and the Annuity Contracts. Changes may be made by calling 1-877-677-3678 or by logging on to [trimetretirement.com](https://www.trimetretirement.com). Investment options may be periodically changed or restricted, and may vary by the source of the money invested.
3. Transfers between investment options are provided for under the Plan subject to limitations or restrictions (including redemption fees), if any, as imposed by the investment providers. Some mutual funds may also impose a short term trading fee. I understand that any information regarding limitations or restrictions as they apply to the Plan may be obtained from the Plan Administrator. Participants should read the underlying mutual fund prospectuses carefully.
4. The Net Asset Value of a mutual fund changes on a daily basis and there is no guarantee of principal or investment return.
5. If the participant selects an investment option that is closed or unavailable, the money will be invested in the plan's default investment option. If participants elect a total investment allocation percentage that is less than 100%, the unallocated difference will be invested in the plan's default option. If the participant elects a total investment allocation percentage greater than 100%, the deferral election will be rejected and the participant's investment option selections will not be processed.
6. The Plan may impose a Plan administration fee or investment management fees. Fees can vary depending on the mutual funds in which the participant invests. For more information regarding fees, please call 1-877-677-3678.

NATIONWIDE LIFE 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.

NATIONWIDE LIFE VARIABLE ANNUITY CONTRACT

1. I understand that a Variable Account Charge is deducted daily from the Variable Account. The Variable Account Charge is deducted daily in an amount not to exceed the following schedule:

Plan Assets	Variable Account Charge
0 - \$10 million	0.95%
\$10 - \$25 million	0.90%
\$25 - \$50 million	0.80%
\$50 - \$100 million	0.65%
\$100 - \$150 million	0.50%
\$150 million	0.40%

2. 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.

INCOME AMERICA 5FORLIFE™

Income America 5ForLife is a series of target date portfolios that provide guaranteed lifetime income. The income guarantee is based on the income base at age 65, which is set to the greater of the market value or the contributions (less withdrawals) to date. The market value of the account is never guaranteed and fluctuates based on investment performance. While withdrawals from the market value of the account can be made at any time without any fees or penalties, doing so will cause the loss of the income guarantee. The income base is never available for withdrawal, but is only used for calculating income. You will be able to elect to receive income any time after age 65. If you elect the joint option, your payout will be lower than 5%, depending on your age and your spouse's age. If you withdraw more than the guaranteed annual income in any year, your income base and future guaranteed annual income will decrease. However, if your required minimum distribution exceeds your guaranteed income amount, your income base will not be affected and your payments will not be lowered. When you turn age 65 and at the time you elect to receive income, you must be invested in the 5ForLife In Retirement portfolio. Investment exchanges will be automatically implemented from any other 5ForLife portfolio to the 5ForLife In Retirement portfolio. If you make investment exchanges out of any 5ForLife portfolio into a non-5ForLife portfolio, you may not make an investment exchange back into any 5ForLife portfolio within 90 calendar days. Guarantees are subject to the claims-paying ability of the issuing companies.

AUTO INCREASE

I understand that the participant elected automatic contribution increase option is only available if offered by the Plan and, if offered, will not take place until I elect this option. By selecting the participant elected automatic contribution increase option, my payroll contributions will automatically increase annually for the money source(s), the date and by the dollar or percentage amount selected. I may stop the participant elected automatic contribution increase at any time by calling 1-877-677-3678 completing a new Participation Agreement, or accessing trimetretirement.com. Increase requests that do not match the current source and mode as I am currently contributing will not be processed. A selected date of 02/29 will be changed to 02/28.

MUTUAL FUND SERVICE FEE PAYMENT DISCLOSURE

Nationwide Retirement Solutions, Inc. and its affiliates (Nationwide) offer a variety of investment options to public sector retirement plans through variable annuity contracts and trust or custodial accounts. Nationwide may receive service fee payments from mutual funds or their affiliates in connection with the processing of transactions and distribution of those investment options. For more detail about the service fee payments Nationwide may receive, please visit trimetretirement.com.

ENDORSEMENT DISCLOSURE

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the United States Conference of Mayors. More information about the endorsement relationships may be found online at trimetretirement.com.

CONSENT TO ELECTRONIC PAPERLESS DELIVERY AND ACCESS

By providing your email address here, 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 email 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 U.S. Mail. By providing your consent to electronic 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 U.S. Mail you can do so by contacting Customer Service at 1-877-677-3678 and requesting paper. You may opt out of electronic delivery of your plan related documents at any time. There is no additional cost to receive documents in paper format via U.S. Mail.

CHANGING YOUR EMAIL ADDRESS AND YOUR PAPERLESS DELIVERY PREFERENCES

You are able to update your email address or change your Paperless Preferences anytime either on the website 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 U.S. Mail delivery.