



City of Aurora, Colorado
457(b) Deferred Compensation Plan
Participation Agreement and Service Request

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Personal Information

Plan Name: _____ City of Aurora, Colorado _____ Plan ID: _____ 0038773001 _____
Name: _____
Date of Birth: _____ SSN: _____ Gender: ☐ Male ☐ Female
Street Address: _____
City: _____ State: _____ ZIP: _____
Home Phone: _____ Work 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

457(b) Pre-Tax \$ _____ OR _____% Start Contribution On (Pay Period): _____
457(b) Roth After-Tax² \$ _____ OR _____% Payroll Frequency¹: ☐ Bi-Weekly
Total \$ _____ OR _____% ☐ Monthly

¹Your contribution election will start as soon as administratively practicable following the execution of this Participation Agreement. The City's processing schedule will determine the effective date of the contribution. Please remember to check your paystub to confirm your selected contributions are accurately reflected and being processed. ²Roth contributions are made on an after-tax basis.

Beneficiary Designation

NOTE: Percentage split must total 100% for each category of beneficiary. If you designate a single primary or contingent beneficiary and do not list a percentage, it will be designated as 100%.

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

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: _____

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

_____% American Funds 2010 Target Date Retirement Fund (Class R6)

_____% American Funds 2015 Target Date Retirement Fund (Class R6)

_____% American Funds 2020 Target Date Retirement Fund (Class R6)

_____% American Funds 2025 Target Date Retirement Fund (Class R6)

_____% American Funds 2030 Target Date Retirement Fund (Class R6)

_____% American Funds 2035 Target Date Retirement Fund (Class R6)

_____% American Funds 2040 Target Date Retirement Fund (Class R6)

_____% American Funds 2045 Target Date Retirement Fund (Class R6)

_____% American Funds 2050 Target Date Retirement Fund (Class R6)

_____% American Funds 2055 Target Date Retirement Fund (Class R6)

_____% American Funds 2060 Target Date Retirement Fund (Class R6)

International

_____% Europacific Growth Fund (Class R6)

_____% Fidelity Diversified International K6

_____% Harding Loevner Emerging Mkts Portfolio (Class I)

_____% MFS International Intrinsic Value Fund (Class R6)

_____% Vanguard Total Intl Stock Index Fund (Admiral Shares)

Specialty

_____% Invesco Oppenheimer Global Fund (Class Y)

_____% Virtus Duff & Phelps Global Real Estate Securities Fund (Class I)

Small Cap

_____% Diamond Hill Small Cap Fund (Class Y)

_____% Harbor Small Cap Growth Fund (Institutional Class)

_____% Vanguard Small Cap Index Fund (Admiral Shares)

Mid Cap

_____% AMG TimesSquare Mid Cap Growth Fund (Class Z)

_____% Virtus Ceredex Mid-Cap Value Equity Fund (Class R6)

_____% Vanguard Mid Cap Index Fund (Admiral Shares)

Large Cap

_____% Dodge & Cox Stock Fund

_____% Fidelity Contrafund K6

_____% Vanguard FTSE Social Index Fund (Admiral Shares)

_____% Vanguard Institutional Index Fund (Institutional Shares)

Fixed Income

_____% JPMorgan High Yield Fund (Class I)

_____% Metropolitan West Funds - Total Return Bond Fund (Plan Class)

_____% Vanguard Total Bond Market Index Fund (Admiral Shares)

Fixed/Cash

_____% Aurora Fixed Account

_____% Vanguard Federal Money Market Fund

100% Total for both columns must equal 100%¹

☐ **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.

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 as soon as administratively practicable following the execution of this Participation Agreement. 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.

Signature: _____ Date: _____

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

Form Return

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

By email: rpublic@nationwide.com
By fax: 877-677-4329



City of Aurora, Colorado

457(b) Deferred Compensation Plan

Memorandum of Understanding

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The purpose of the Memorandum of Understanding is to make you aware of the highlights, restrictions and cost of the City of Aurora 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 aurora457.org 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. 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 59½; 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. Generally, you must begin taking distributions from the Plan no later than April 1 following the year you reach age 73. If you continue to work for this employer beyond age 73, (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. 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 aurora457.org.
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. I understand that my enrollment or contribution change will start as soon as administratively practicable following the execution of this Participation Agreement. The City's processing schedule will determine the effective date of the contribution.

Asset Allocation Options

The asset allocation funds can be selected based on your personal objectives and risk tolerance. They are designed to provide asset allocation across several types of investments and asset classes. Therefore, in addition to the expenses of the asset allocation funds, you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds. The use of asset allocation does not guarantee returns or insulate you from potential losses.

Aurora Fixed Account

1. A guaranteed interest rate is declared quarterly and credited daily, which is not lower than the minimum annual rate.
2. Exchanges and/or transfers may be made up to 100% of the participant's account value.
3. Nationwide may earn a spread on assets held in the Aurora 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.

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 aurora457.org.

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 has endorsement relationships with the National Association of Counties, the United States Conference of Mayors, and the International Association of Firefighters Financial Corporation. More information about the endorsement relationships may be found online at aurora457.org.