



Personal Information

Plan ID: 0035044001 Account Number: Name*: Date of Birth*: SSN: Gender: [] Male [] Female Street Address*: City*: State*: ZIP*: Preferred Phone Number*: Work Location: Department*: Email*

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

*Denotes a required field

Request Type

[] New [] Increase [] Decrease [] Name Change [] Allocation Change [] Reinstatement [] Address Change [] Beneficiary Change [] Special 457 Catch-Up [] Age 50+ Catch-Up [] Buyout

1Applicable to 457(b) only. 2Name change requires acceptable legal proof of the change (e.g., copy of marriage certificate, driver's license, order of legal name change from court) and must accompany this form. 3Allocation changes will be processed upon receipt and effective with first payroll movement after receipt. 4Applies to all Plans.

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 & Payroll Frequency (Only Applicable to 457(b) Plan)

Funding Options Amount \$ Universal Life/Survivor Income \$ Total \$ Special Pay Dates Start: Stop: Number of Pay Periods:

Start Deferral on Pay Period Ending Date: Deferral Payroll Frequency: Semi-Monthly (24)

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, it will be designated as 100%.

[] I have additional beneficiaries. If you want to designate more than 2 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) (Allocations must total 100%): [] Equal percentages for each Primary beneficiary1

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

1If you select "Equal Percentage" for your beneficiaries, there may be some minor variance based upon the number of beneficiaries you have listed. For example, if you list three beneficiaries, the oldest beneficiary will be designated 33.34% and the other two will be 33.33%

Beneficiary Designation (continued)

Contingent Beneficiary(ies) (Allocations must total 100%): **Equal percentages for each Contingent beneficiary¹**

1. Full Name: _____ Allocation: _____%

Relationship: _____ SSN: _____ Date of Birth: _____

Address: _____ Phone: _____

2. Full Name: _____ Allocation: _____%

Relationship: _____ SSN: _____ Date of Birth: _____

Address: _____ Phone: _____

¹If you select "Equal Percentage" for your beneficiaries, there may be some minor variance based upon the number of beneficiaries you have listed. For example, if you list three beneficiaries, the oldest beneficiary will be designated 33.34% and the other two will be 33.33%.

Funding OptionsAsset Allocation

_____ % T. Rowe Price Retirement Balanced I Fund (I Class)

_____ % T. Rowe Price Retirement I 2010 Fund (I Class)

_____ % T. Rowe Price Retirement I 2015 Fund (I Class)

_____ % T. Rowe Price Retirement I 2020 Fund (I Class)

_____ % T. Rowe Price Retirement I 2025 Fund (I Class)

_____ % T. Rowe Price Retirement I 2030 Fund (I Class)

_____ % T. Rowe Price Retirement I 2035 Fund (I Class)

_____ % T. Rowe Price Retirement I 2040 Fund (I Class)

_____ % T. Rowe Price Retirement I 2045 Fund (I Class)

_____ % T. Rowe Price Retirement I 2050 Fund (I Class)

_____ % T. Rowe Price Retirement I 2055 Fund (I Class)

_____ % Vanguard LifeStrategy Growth Fund

_____ % Vanguard LifeStrategy Moderate Growth Fund

_____ % Vanguard LifeStrategy Conservative Growth Fund

International

_____ % American Funds: Capital World Growth

& Income Fund (Class R6)

_____ % American Funds: EuroPacific Growth Fund
(Class R6)

Small Cap

_____ % Invesco Small Cap Value Fund (Class Y)

_____ % Lord Abbett Developing Growth Fund (Class R6)

_____ % Vanguard Small-Cap Index Fund
(Institutional Plus Shares)

Mid Cap

_____ % Ariel Appreciation Fund (Institutional Class)

_____ % Baird Mid Cap Fund (Institutional Class)

_____ % JPMorgan Mid Cap Value Fund (Class L)

_____ % Vanguard Mid-Cap Index Fund
(Institutional Shares)

_____ % Wells Fargo Advantage C&B Mid Cap Value Fund
(Institutional Class)

Large Cap

_____ % American Funds: The Growth Fund of America
(Class R6)

_____ % Dodge & Cox Stock Fund

_____ % Fidelity Contrafund K6

_____ % T. Rowe Price Dividend Growth Fund (I Class)

_____ % T. Rowe Price Growth Stock Fund (I Class)

_____ % Vanguard Institutional Index Fund
(Institutional Plus Shares)

_____ % Vanguard Total Stock Market Index Fund
(Institutional Plus Shares)

Bonds

_____ % Dodge & Cox Income Fund

Short-Term Investments

_____ % Chicago Blended Fixed Option

100 % Total for both columns must equal 100%²

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.

²I understand and acknowledge that if an allocation is made to a closed or unavailable fund, or if the total investment percentage is less than 100%, the designated or missing percentage will be made to the Target Date Retirement Fund closest to the year in which I turn age 65. If the total investment percentage is greater than 100%, my application will be rejected and my allocations not processed.

Authorization

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

I acknowledge receipt of a copy of the Deferred Compensation Plan Document. I have read and understand each of the statements on this form, which has been drafted in compliance with the Plan and Section 457 of the Internal Revenue Code. I accept these terms and understand that these statements do not cover all the details of the Plan or products.

I elect to participate in the City of Chicago Deferred Compensation Plan and consent to the above referenced total each pay period ("Total") of my gross compensation being deferred. The withholding of my deferred amount by the City of Chicago and its payment to be credited under the Plan, shall begin on the first deduction date as noted above.

Signature: _____ **Date:** _____

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

Things To Remember

- Complete all of the sections on the Participation Agreement that apply to your request.
- Remember to have the allocation of your funding options total 100%, in whole percentages, when completing the Funding Options section.
- For your beneficiary designation, the percentage split must total 100% for each category of beneficiary.
- Complete the Authorization section, and remember to sign and date this Participation Agreement.
- Your Plan may permit you to contribute additional funds as a "catch-up" contribution during the last three years preceding the normal retirement age under the Plan. If you would like to receive paperwork to take advantage of the catch-up provision, please check the appropriate box in the authorization section on page four.

Form Return

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

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

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The purpose of this memo is to ensure that you fully understand the major terms, restrictions and costs of the City of Chicago Deferred Compensation Plan. However, it does not cover all the details of the Plan. Please refer to the Plan Document for specific details.

I understand and acknowledge the following:

457(b) Plans:

1. I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document.
2. The Plan Document and fund prospectuses are available upon request at ChicagoDeferredComp.com or by calling 855-457-CITY.
3. The total annual contribution amount to all 457(b) plans is the lesser of the maximum 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.
4. I understand that all funds held pursuant to the Plan are held in a trust, custodial account or annuity contract for my exclusive benefit or the benefit of my beneficiaries. I may withdraw funds from the Plan only upon severance from employment; at age 59½; upon an unforeseeable emergency approved by the Plan; when taking a loan; or I may take a one time in-service withdrawal if all of the following are true: 1) my account value is \$5,000 or less (as adjusted), 2) I have not deferred into the Plan for two or more years, and 3) I have not taken a withdrawal of this type before. In some cases withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan (pension) may 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. My distributions must generally begin no later than April 1st following the year I reach age 72. If I work for the City of Chicago beyond age 72, my distributions must begin no later than April 1st following the year I sever from employment or retire. 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 generally 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 an 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 all products are optional. The Life Insurance Option is not available to new applicants.
8. I understand I must defer a minimum of \$20 per month into the Plan to satisfy minimum Plan requirements.
9. I understand that no changes will be effective until they are processed in Nationwide Retirement Solutions' (NRS) home office.
10. I understand that I may make changes among the funding options within my account as frequently as daily, but any change may be subject to the restrictions of the Plan and/or the investment provider. Changes may be made by calling 855-457-CITY or logging on to ChicagoDeferredComp.com.
11. I understand that pursuant to the Plan Document, deferred amounts will be invested per my selection of funding options specified on the Participation Agreement or as otherwise amended. I understand and acknowledge that if an allocation is made to a closed or unavailable fund, or if the total investment percentage is less than 100%, the designated or missing percentage will be made to the Target Date Retirement Fund closest to the year in which I turn age 65. If the total investment percentage is greater than 100%, my application will be rejected and my allocations not processed.

401(a) Plans:

1. The annual defined contribution limit to all 401(a) plans is the lesser of the IRS maximum 415 limit, or 100% of my eligible compensation. This amount may be adjusted annually. If you have questions about these limits they can be found at irs.gov. I understand that current or future participation in additional benefit plans, such as 403(b) and/or 401(a) plans, may affect my maximum annual contribution limit under the 401(a) plan, in accordance with the Code.
2. I may withdraw vested funds from the Plan only upon severance from employment. In some cases, withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted. Additionally, funds may be withdrawn upon my death. All withdrawals of funds must be in compliance with the Code and applicable regulations, as expressed in the Plan Document. An additional 10% early withdrawal tax may apply in some circumstances. Please consult your tax advisor prior to requesting a distribution.
3. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at ChicagoDeferredComp.com or by calling 855-457-CITY.
4. In general, distributions from the Plan must begin no later than the 1st of April following the later of the year I reach age 72 or separate from service. Please consult the plan document for further details. Normally, all pre-tax distributions are taxable as ordinary income and are subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of Code section 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 my being subject to a 50% federal excise tax.

All Plans

1. The funds in my accounts may be eligible for rollover to a traditional or Roth IRA or to another 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 Administrative Services Provider shall be responsible for those tax consequences.

2. All amounts contributed into the Plan and earnings on the amounts contributed are held in a trust, custodial account or annuity contract for the exclusive benefit of the participants and their beneficiaries.
3. Underlying investment options may be periodically changed or restricted.
4. 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 Contract. Changes may be made by calling 855-457-CITY or logging on to ChicagoDeferredComp.com. Options for investments may vary by the source of the money invested.
5. Any beneficiary designation I made on this form will supersede any prior beneficiary designation and shall become effective on the date accepted by the Plan, provided that this designation is accepted by the Plan prior to my death. Further, any benefits payable at my death shall be paid in substantially equal shares to my beneficiaries unless I specify otherwise. My death benefits will be paid first to my Primary Beneficiaries. If any of my Primary Beneficiaries predecease me, then my death benefits will be paid to the remaining Primary Beneficiaries. Contingent Beneficiaries will only receive benefits if no Primary Beneficiary survives me. If no beneficiary designation is on file, benefits will be paid as set forth in the Plan Document.
6. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
7. I will receive a statement of my account quarterly.
8. All telephone exchange requests will be recorded for the participant's protection.
9. 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. I understand that any information regarding limitation or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
10. If applicable, I understand that no changes will be effective until they are processed by NRS.

Chicago Blended Fixed Option

1. The Chicago Blended Fixed Option is comprised of products offered by Nationwide Life Insurance Company and Hartford Life Insurance Company.
2. The interest yield will be declared each quarter and will be blended based upon the interest yields provided by the underlying companies and the assets in each contract.

Mutual Fund Options

1. I understand that the Net Asset Value of a mutual fund changes on a daily basis and that there is no guarantee of principal or investment return.
2. The value of amounts allocated to mutual fund options will vary depending upon the value of the chosen mutual funds and could result in either a gain or loss. I have received and reviewed the participating fund prospectuses.
3. Some mutual funds may impose a short term trade fee or other restrictions. Please read the underlying prospectuses carefully.

Mutual Funds Payment 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. Additionally, Nationwide may enter into arrangements to allocate all or a portion of these payments to plan sponsors for plan expenses. For more detail about the payments Nationwide receives, please visit ChicagoDeferredComp.com.

Endorsement Disclosure

Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have 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 ChicagoDeferredComp.com.

Enrollment Disclosure

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.

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 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 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 855-457-CITY and requesting 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 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.