



Personal Information

Plan: [] Marin County 457 - 0041557001 [] Marin County Superior Court - 0041546001
Select Action: [] New Enrollment [] Deferral Change [] Restart Deferrals
Name: SSN:
Date of Birth: Gender: [] Male [] Female
Address: City, State, & ZIP:
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

Table with columns: Plan Type, Dollar Amount, Start Contribution On:
457(b) Pre-Tax Amount: \$
Roth Contribution: \$
Total \$
[] 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.

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

Contingent Beneficiary(ies) (must total 100%):
Name: Relationship: SSN: Phone #:
Address: Date of Birth: % Split:

Funding Options

Asset Allocation

_____ % Vanguard Target Retirement Income Institutional
 _____ % Vanguard Target Retirement 2015 Institutional
 _____ % Vanguard Target Retirement 2020 Institutional
 _____ % Vanguard Target Retirement 2025 Institutional
 _____ % Vanguard Target Retirement 2030 Institutional
 _____ % Vanguard Target Retirement 2035 Institutional
 _____ % Vanguard Target Retirement 2040 Institutional
 _____ % Vanguard Target Retirement 2045 Institutional
 _____ % Vanguard Target Retirement 2050 Institutional
 _____ % Vanguard Target Retirement 2055 Institutional
 _____ % Vanguard Target Retirement 2060 Institutional
 _____ % Calvert Balanced I

International/Global Equity Funds

_____ % Hartford International Opp HLS IA
 _____ % Vanguard Total International Stock Index
 Admiral Shares

Small/Mid Cap

_____ % Hartford Schroder US S/M-Cap Opps
 _____ % Vanguard Extended Market Index Instl

Large Cap

_____ % MFS Blended Research CIT
 _____ % Vanguard Institutional Index

Bonds

_____ % Metropolitan West Total Return Bond
 _____ % Vanguard Total Bond Market Index Admiral Shares

Short-Term Investments

_____ % Galliard Stable Value G

100% Total for both columns must equal 100%¹

1. If I select an investment option that is closed or unavailable, or if I elect a total investment allocation percentage that is less than 100%, I agree that the money will be placed into the Vanguard Target Retirement Fund closest to my anticipated retirement age, based upon my date of birth and my normal retirement age, which is the default investment option. If I elect a total investment allocation percentage greater than 100%, I agree that my application will be rejected and my selections will not be processed.

Authorization

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

The Galliard Stable Value fund is a bank collective fund, trustee by Norwest Bank of Minnesota, N.A. and managed by Galliard Capital Management, a wholly owned subsidiary of Norwest Bank of Minnesota, N.A. Mutual fund products and the Galliard Stable Value fund are not FDIC insured, are not deposits or other obligations of, or guaranteed by any bank, and are subject to investment risk.

I hereby elect the deferral amount stated above. I understand my deferral will continue until otherwise authorized in accordance with the Plan. The withholding of my contributed amount by my employer and its payment to the designated investment option(s) will be reflected as early as administratively practicable but not earlier than the first calendar month 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 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.

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



Marin County 457(b) Deferred Compensation Memorandum of Understanding

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 aspects of the plan and should not be relied upon in making decisions about plan benefits.

I understand and acknowledge the following:

1. The maximum 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 in the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of the Plan's Normal Retirement Age and did not contribute the maximum amount to the 457(b) Plan in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be reported as taxable income when refunded. It is my responsibility to ensure my contributions to all 457(b) plans in which I participate regardless of employer do not exceed the annual limit.
2. It is my responsibility to adjust my contribution amount to comply with applicable limits. If my Plan Sponsor directs, excess deferrals will be returned to me and reported on IRS tax Form 1099-R. I acknowledge that it is my responsibility to make sure my total contributions, including any 457(b), 403(b), and/or 401(k) Plan contributions, including designated Roth contributions, fall within the specified limits. A Nationwide Retirement Solutions, Inc. ("NRS") representative can provide assistance in determining my contribution limits.
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." In order to be a qualified distribution, the distribution must be made five or more years after January 1 of the first year the participant made Roth contributions to the Plan and must be made on or after the attainment of age 59½, 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 that plan to this 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 an additional 10% early withdrawal tax for that portion of the distribution that is includible in gross income, if made from rollovers to this Plan from a qualified plan like a 403(b) 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 separation from service; at age 70½ (if the Plan allows; upon an unforeseeable emergency approved by the Plan, when taking a loan, if permitted 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 to the Plan for two or more years. 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 Internal Revenue Code (the "Code") and applicable regulations as expressed in the Plan Document.
5. I must contribute a minimum of \$10 per pay to the Plan to satisfy minimum Plan requirements.
6. Contributions, in the form of salary reductions, will be made until I notify NRS or my Plan Sponsor otherwise. Once notification is received, salary reductions will be changed as soon as administratively feasible.
7. Contributions will be invested as soon as administratively feasible upon receipt from the Plan Sponsor.
8. My participation in the Plan is governed by the terms and conditions of the Plan Document. Fund prospectuses are available upon request at marincountydc.com or by calling 888-299-2828.
9. In general, distributions from the Plan must begin no later than the 1st of April following the later of the year I reach age 70½ 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.
10. 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.
11. Underlying investment options may be periodically changed or restricted.
12. 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 888-299-2828 or logging on to marincountydc.com. Options for investments may vary by the source of the money invested.
13. The Plan may have a fee for Plan Administration and/or investment management fees, depending on the mutual funds in which I invest. For more information, please call 888-299-2828.

Marin County Memorandum of Understanding

14. 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.
15. I must notify NRS of any address changes, beneficiary changes, contribution changes, allocation changes or errors on my account statement.
16. I will receive a statement of my account quarterly.
17. All telephone exchange requests will be recorded for the participant's protection.
18. 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.
19. If applicable, I understand that no changes will be effective until they are processed by NRS.
20. 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.

Galliard Stable Value Fund

The interest rate credited to accounts under the Galliard Stable Value Fund changes on a daily basis. Neither the interest rate nor the principal are guaranteed. I understand my elections to exchange (transfer) past contributions from the Galliard Stable Value Fund to any other fixed income option or bond fund option may be restricted.

Consent to 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 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-NRS-FORU 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 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.