EMPOWER RETIREMENT

GREAT-WEST FINANCIAL

WEAKLEY COUNTY TENNESSEE 1823

My Money · My Future · My Tennessee

401(k) & 457 Deferred Compensation Program

Introducing Your Tennessee Deferred Compensation Program Benefit

The Tennessee Services Association has partnered with the Tennessee Treasury Department to offer you the Tennessee Deferred Compensation Program. This voluntary retirement savings Program is now available to you as an employee of Weakley County.

This benefit includes:

- Access to both governmental 457(b) and 401(k) plans
- Roth contributions available in the 401(k)
- No cost to the local government to join the Program
- Participants can choose from a variety of quality investment options and additional services

The Program offers the experience and expertise of a dedicated staff, an independent investment consultant, an oversight committee, and an industry-respected record keeper, Empower Retirement Services®, a division of products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company ℠. Given the extraordinary events taking place in our economy, the need for financial foresight and planning is extremely important.

This packet of information includes a side-by-side comparison of the 457(b), 401(k), and 401(k) Roth Plans, a Participant Enrollment Form, a Managed Accounts Form (which authorizes qualified financial experts to select and manage your investment options and account(s) for a fee), and a list of your current investment options with the associated risk scales.

Should you have any trouble understanding this information, or need further assistance, you may schedule a personal consultation with Weakley County's Empower Retirement Representative. Contact us, at the Weakley County Department of Finance, to schedule an appointment for that service: 731-364-5429.

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401(k) & 457 Deferred Compensation Program

Why Join the Tennessee Deferred Compensation Program?

The Tennessee Deferred Compensation Program (the "Program") gives you access to a powerful tool to help your employees save toward their retirement goals.

This voluntary retirement savings Program is now available to employees of any local government entity in Tennessee. The Program is administered by the Tennessee Treasury Department and offers the experience and expertise of a dedicated staff, an independent investment consultant, an oversight committee, and an industry-respected record keeper—Great-West Retirement Services®, a division of Great-West Financial℠.

"The Tennessee Deferred Compensation Program gives participants the tools they need to prepare for their future."

—David Lillard,
Tennessee State Treasurer

The Program offers several great features to help participants plan today for tomorrow's prosperity:

Competitive Fees - Because the Program is large and well-established, it is able to successfully negotiate for competitive program administrative fees, which may be considerably lower than the fees of other plans. Lower fees mean more of your employees' contributions can stay invested in the Program.

No Cost to Employers to Join - There are currently no upfront costs to employers to join the Program, and no minimum number of employees is needed.

Access to Governmental 457(b) and 401(k) Plans - The Program offers the flexibility to choose a 457 or 401(k) plan, or both. There is no 10% early withdrawal penalty for contributions into the 457 Plan. The 401(k) Plan allows pre-tax or Roth (after-tax) contributions. Offering both plans to your employees allows them the opportunity to double their savings potential.

Diverse Investment Choices - The Program offers a variety of unique investment options selected and monitored by the investment committee, as well as additional services to help participants plan for retirement.

Educational Services - A useful, interactive website and a suite of educational materials are available to all participants in the Program. As Program participants, employees are able to keep an eye on their accounts and make changes at any time online or over the phone through an interactive voice response system called KeyTalk®.[1]

Full Service - The Program has a fully staffed office in Nashville, open weekdays from 8:00 a.m. to 4:30 p.m. CT. Four local, salaried Educational Representatives are also available to meet with employers and participants throughout the state.

The Deferred Compensation Program offers you the high level of professional oversight you need to help your employees plan for a more secure retirement.

Learn more today! For more information about the Program:
Visit the Treasury website at www.treasury.tn.gov/dc
or call the Plan Administrator at (615) 532-2347

FOR PLAN SPONSOR USE ONLY. Not for Use with Plan Participants.

1 Access to KeyTalk and the website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons.

Core securities, when offered, are offered through GWFS Equities, Inc. and/or other broker dealers.

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Form# CB1030TOF (06/2013) [PT175309]

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Bright tomorrows begin today.

Your State of Tennessee Hybrid Pension Plan

For State, Higher Education and Certified Teacher Employees

About the Hybrid Pension Plan

The Hybrid Pension Plan, effective for new hires on or after **July 1, 2014**, provides a combination of a defined benefit plan and a defined contribution plan. The defined benefit portion of the Hybrid Pension Plan will be managed by TCRS. The defined contribution assets will be deposited into the state's 401(k) plan (the Program), where you will manage the investments within the Program.

Legislation

In 2013, the Tennessee Department of Treasury passed TCA 8-36 Part 9, which introduced pension plan reform for TCRS employees. As a result of this pension reform, a new Hybrid Pension Plan was created as part of the Program.

Plan Provisions of TCA 8-36 Part 9 Effective on July 1, 2014

Provisions of TCA 8-36 Part 9 take effect for any participating state, higher education and/or certified teacher employees hired on or after **July 1, 2014**.

1. **Employee and Employer Contribution Rates:** All participating state, higher education and certified teacher employees will contribute on a tax-deferred basis to the Hybrid Pension Plan, and your employer will also make contributions to your Hybrid Pension Plan, as outlined in the table below.

Hybrid Pension Plan Contribution Rates

	TCRS Defined Benefit Plan	State of Tennessee 401(k) Defined Contribution Plan	Total Retirement Contributions
Employer	**4% Mandatory**	**5% Mandatory**	**9% Mandatory**
Employee	**5% Mandatory**	**2% Auto Enrollment Voluntary***	**7% With 5% to TCRS Mandatory**
Total	**9%**	**7%**	**16%**

* Employees will have the ability to opt out of the auto-enrollment process, and a letter with provisions will be sent to their address of record.

2. **Default Investment Option:** Employees' defined contribution assets will automatically be invested in the Program's default investment option, a Vanguard target date fund, according to their date of birth and the year in which they will reach age 65.

1 Access to the automated voice response system and/or any website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons.
2 Representatives of GWFS Equities, Inc. are not registered investment advisors and cannot offer financial, legal or tax advice. Please consult with your financial planner, attorney and/or tax advisor as needed.

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Vanguard Target Date Funds

Employee Date of Birth			
From	To	Default Fund Name	Fund Ticker Symbol
1900	1947	Vanguard Target Retirement 2010	VTENX
1948	1952	Vanguard Target Retirement 2015	VTXVX
1953	1957	Vanguard Target Retirement 2020	VTWNX
1958	1962	Vanguard Target Retirement 2025	VTTVX
1963	1967	Vanguard Target Retirement 2030	VTHRX
1968	1972	Vanguard Target Retirement 2035	VTTHX
1973	1977	Vanguard Target Retirement 2040	VFORX
1978	1982	Vanguard Target Retirement 2045	VTIVX
1983	1987	Vanguard Target Retirement 2050	VFIFX
1988 or Later		Vanguard Target Retirement 2055	VFFVX

The chart shown is only intended as a guide based on the overall design of the funds. It is not intended as financial planning or investment advice. Please consult with your financial planner or investment advisor as needed.

The date in a target date fund's name represents an approximate date when an investor turns 65. The principal value of the funds is not guaranteed at any time, including the target date. Asset allocation and balanced investment options and models are subject to the risks of the underlying funds, which can be a mix of stocks/stock funds and bonds/bond funds. For more information, please refer to the fund prospectus and/or disclosure document.

Play an Active Role in Your Retirement Future

You can play an active role in your retirement future by keeping in mind these three important steps below:

1. **Manage Your Investments**

   In addition to the Vanguard target date funds, your Program offers a diverse array of investment options. Review the investment option information online at **www.gwrs.com.**[1] Read the descriptions and goals of the different options.

   Please consider the investment objectives, risks, fees and expenses carefully before investing. For this and other important information about investments offered through your Program, you may obtain prospectuses for mutual funds, any applicable annuity contract and the annuity's underlying funds, and/or disclosure documents from your registered representative or Program website.

2. **Elect Your Beneficiary**

   It is very important to make a beneficiary designation when participating in the Program. You can elect a beneficiary in the following ways:

   1. Fill out and turn in a paper Beneficiary Designation form. You can send the completed form via fax to (866) 745-5766 or via mail to **PO Box 173764 Denver, CO 80217-3764.**
   2. Update your beneficiary by logging on to the Program's website at **www.gwrs.com.**[1]

3. **Meet With a Local Retirement Plan Counselor**

   By meeting with a local retirement plan counselor, you can proactively enroll in your Program and learn more about all the tools and resources available to you as part of your Hybrid Pension Plan.[2]

   To see where your local retirement plan counselor resides, check out the territory map at *www.dcprovider.com/Tennessee/HTML/tn_calendar_.html.*

For more information about the State of Tennessee Hybrid Pension Plan:

State of Tennessee 401(k) Program Contact Information

Phone: (800) 922-7772 or the TTY line at (800) 766-4952[1]

Website: www.gwrs.com[1] | Email: tn401k457@empower-retirement.com

TCRS Defined Benefit Plan Contact Information

Website: www.treasury.tn.gov[1]

Investment Options

The following chart is intended to illustrate investment options available to you under the State of Tennessee 401(k) and 457 Deferred Compensation Program.
Please consider the investment objectives, risks, fees and expenses carefully before investing. For this and other important information, you may obtain prospectuses for mutual funds, any applicable annuity contract and the annuity's underlying funds, and/or disclosure documents from your registered representative or Programs website. For prospectuses related to investments in your Self-Directed Brokerage Account (SDBA), contact your SDBA provider. Read prospectuses carefully before investing.

Relative risk increase

Short-Term/Fixed	Bonds[3]	Balanced[4]	Large Cap Equity	Mid Cap[6]	Small Cap[7]	International[8]
Voya Fixed Fund[1] Nationwide Bank Account[2]	Vanguard Total Bond Market Index Inst *(VBTIX)* Western Asset Core Plus Bond IS *(WAPSX)*	Fidelity Puritan *(FPURX)* Tennessee Treasury Managed Fund	Allianz NFJ Large Cap Value Instl[5] Fidelity Contrafund *(FCNTX)* Fidelity OTC Portfolio *(FOCPX)* Vanguard Institutional Index Fund *(VINIX)*	Columbia Acorn Z[5] Columbia Mid Cap Value Z[5]	Brown Capital Small Company Inv *(BCSIX)* Invesco Van Kampen Small Cap Value Fund Y[5]	DFA International Value Fund I *(DFIVX)* Fidelity International Discovery *(FIGRX)*

Lifecycle Funds[4,9]

Risk managed according to retirement date

Vanguard Target Date Funds:	Retirement Income *(VTINX)*	2010 *(VTENX)* 2015 *(VTXVX)*	2020 *(VTWNX)* 2025 *(VTTVX)*	2030 *(VTHRX)* 2035 *(VTTHX)*	2040 *(VFORX)* 2045 *(VTIVX)*	2050 *(VFIFX)* 2055 *(VFFVX)*

1 The Voya Fixed Fund is backed by the general assets of ING.
2 The Nationwide Bank Account Fund has FDIC protection of up to $250,000 per participant.
3 A bond fund's yield, share price and total return change daily and are based on changes in interest rates, market conditions, economic and political news, and the quality and maturity of its investments. In general, bond prices fall when interest rates rise and vice versa.
4 Asset allocation and balanced investment options and models are subject to the risks of the underlying funds, which can be a mix of stocks/stock funds and bonds/bond funds.
5 Offered through a group fixed and variable deferred annuity issued by ING. A ticker symbol is not available for this investment option.
6 Equity securities of medium-sized companies may be more volatile than securities of larger, more established companies.
7 Equity securities of small-sized companies may be more volatile than securities of larger, more established companies.
8 Foreign investments involve special risks, including currency fluctuations and political developments.
9 The date in a target date fund's name represents an approximate date when an investor is expected to retire. The principal value of the funds is not guaranteed at any time, including the target date.

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401(k) & 457 Deferred Compensation Program

State of Tennessee 401(k) and 457 Plan
Administration Fees by Investment Options
As of July 1, 2015

Asset Class	Investment Options		Investment Option Provider	Administration: 24 bps	Administration Cost Covered by Option Provider	Net Explicit Administration Fee Paid by Participant
Target Date	Vanguard Target Retirement Funds (All Years in Series)		Vanguard	0.24%	0.00%	-0.24%
Fixed	Voya Fixed Account		Voya	0.24%	0.24%	0.00%
	Nationwide Bank		Nationwide Bank	0.24%	0.00%	-0.24%
Bond	Western Asset Core Plus Bond Fund Class IS		Legg Mason	0.24%	0.00%	-0.24%
	Vanguard Total Bond Market Index		Vanguard	0.24%	0.00%	-0.24%
Balanced	Fidelity Puritan		Fidelity	0.24%	0.25%	+0.01%
	Tennessee Treasury Managed Fund		TN Treasury	0.24%	0.00%	-0.24%
Large Cap	Allianz NFJ Large Cap Value Inst	*	Voya	0.24%	0.24%	0.00%
	Fidelity Contrafund		Fidelity	0.24%	0.25%	+0.01%
	Fidelity OTC		Fidelity	0.24%	0.25%	+0.01%
	Voya Variable (Closed)		Voya	0.24%	0.24%	0.00%
	Vanguard Institutional Index Fund		Vanguard	0.24%	0.00%	-0.24%
Mid Cap	Columbia Acorn Z	*	Voya	0.24%	0.24%	0.00%
	Columbia Mid Cap Value Z	*	Voya	0.24%	0.24%	0.00%
Small Cap	Brown Capital Management Small Company Fund		Brown	0.24%	0.40%	+0.16%
	Invesco Van Kampen Small Cap Value Fund Y	*	Voya	0.24%	0.24%	0.00%
International	DFA International Value		DFA	0.24%	0.00%	-0.24%
	Fidelity International Discovery		Fidelity	0.24%	0.25%	+0.01%
Brokerage Window	Self Directed Brokerage Window ($50 annually / $12.50 per quarter and 0.24 basis points)		TD Ameritrade	0.24%	0%	-0.24%

* Provided through an Insurance Separate Account

+ After revenue sharing, excess credited to particpants acounts.

Loan Fees

$2 Loan Repayment Fee per month for loans received before 1/1/2006 or $8.75 Loan Repayment Fee per quarter for loans received after 1/1/2006, and $50 Loan Setup Fee

Administrative fees are a minimum of $12 per year

Note:

bps = basis points
1% = 100 bps
one bps = .0001

An Explicit Fee is presented on your statement

An Implicit fee is netted out prior to arriving at the

For current fund operating expenses, please see the expense ratios on the Investment Options at a Glance

Comparison of the Governmental 457(b) and 401(k) Plans

My Money, My Future, My Tennessee® 401(k) and 457 Deferred Compensation Program

		401(k) plan	
Provision	457 Plan	401(k) Plan	Designated Roth 401(k)
Authorization	Internal Revenue Code (IRC) Section 457(b)	IRC Section 401(k)	IRC Section 402A
Eligibility	State and higher education employees, upon date of hire or anytime thereafter.		
Is My Contribution Taxable in the Year I Make It?	No.	No.	Yes.
Is My Contribution Taxed When Distributed?	Yes.	Yes.	No.
Are the Earnings on My Contributions Taxed When Distributed?	Yes.	Yes.	No, provided the distribution occurs after age 59½, death or disability and at least five tax years after your first contribution.
Maximum Annual Deferral	Under Age 50: $17,500 in 2013. Age 50+: $23,000 in 2013. The annual contribution limit may be indexed for inflation in future years. According to Internal Revenue Service (IRS) regulations, the increases can only take place in $500 increments and may not occur every year.	Under Age 50: You may defer a combined maximum of $17,500 in 2013 to the 401(k) plan and the Roth 401(k) plan. Age 50+: $23,000 in 2013. The annual contribution limit may be indexed for inflation in future years. According to IRS regulations, the increases can only take place in $500 increments and may not occur every year.	
Deferral Amounts Coordinated with Other Retirement Plans	If an employee is eligible to contribute to either a 401(k) or 403(b) plan and, in addition to that 401(k) or 403(b) contribution, is also eligible to contribute to a governmental 457(b) plan, then that employee may defer the maximum annual contribution to both plans (either 401(k) and 457(b) or 403(b) and 457(b)) for a total contribution of $35,000 in 2013. This does not include catch-up contributions.	If an employee is able to contribute to both a 403(b) and a 401(k) plan, that employee may contribute to both. However, total aggregate contributions to both plans may not exceed the annual contribution limit, which is $17,500 for 2013 or $23,000 if an employee is 50 years of age or older.	
Employer Contributions	None.	State match amount is subject to annual appropriation. Notice of amount is announced annually.	
Standard Catch-Up Allowed	Yes. If not using Age 50+ Catch-Up, Standard Catch-Up is available during the last three calendar years before the year an employee attains normal retirement age. An employee may be eligible to make contributions up to a maximum annual contribution of $35,000 in 2013. The Standard Catch-Up and Age 50+ Catch-Up cannot be used in the same tax year.	No.	

Provision	457 Plan	401(k) plan: 401(k) Plan	401(k) plan: Designated Roth 401(k)
Withdrawals Permitted	Retirement, death, termination of employment, or approved unforeseeable emergency. (Unforeseeable emergency is a severe financial hardship resulting from a sudden illness or accidental property loss, subject to strict IRS guidelines.)	Retirement, death, termination of employment, attainment of age 59½, or approved financial hardship caused by certain types of financial needs.	
Benefits Must Begin No Later Than …	April 1 of the year following the later of the year a participant turns 70½ or the year of retirement from the employer sponsoring the plan.		
Saver's Tax Credit	Eligible participants may receive a non-refundable tax credit of up to 50% on an annual contribution of $2,000 in elective deferrals, in addition to the tax deferral. This credit generally applies to joint filers with an adjusted gross income (AGI) of up to $59,000 and single filers with an AGI of $29,500 in 2013. Eligible participants must complete a federal income tax return and claim the credit on an appropriate form.		
Tax Penalties	No 10% penalty tax for distributions of 457(b) money taken prior to age 59½. A 50% excise tax applies if minimum required distributions are not taken before April 1 of the year following the attainment of age 70½ or retirement, if later.	A 10% federal penalty tax may apply to distributions taken prior to age 59½. A 50% excise tax applies if minimum required distributions are not taken before April 1 of the year following the attainment of age 70½ or retirement, if later.	Premature distributions of Roth earnings are taxed plus a 10% penalty tax unless an exception applies. If a distribution is made from your Roth 401(k) account before you reach age 59½ and it is not due to death or disability, and reaching the five tax year period beginning with your first Roth contribution, you will pay income tax on any earnings that are distributed.
Transfers/Rollovers out of the Plan	Funds may be rolled over into a 401(k) plan, a governmental 457 plan, a 401(a) plan, a 403(b) plan or an IRA once you have met the eligibility requirements for withdrawal. Please check with your new plan provider to determine if rollovers are allowed into your new plan. Funds may also be transferred to TCRS for purchasing prior service credit.	Funds may be rolled over into another 401(k) plan, a governmental 457 plan, a 401(a) plan, a 403(b) plan or an IRA once you have met the eligibility requirements for withdrawal. Please check with your new plan provider to determine if rollovers are allowed into your new plan. Funds may also be transferred to TCRS for purchasing prior service credit.	Funds may be transferred to a Roth IRA, 401(k) or other plan with a designated Roth account that accepts rollovers.
Loan Provisions	None.	Active employees who have accumulated $4,000 in the plan may borrow up to half of their account balance, not to exceed $50,000. Refer to the Loan Brochure for details.	
Ownership of Assets Prior to Withdrawal	A trust has been established for the benefit of the plan participants.		

Note: Statements regarding federal income tax requirements and plan rules are based upon the State of Tennessee's current understanding of the law and are subject to change as a result of subsequent amendments, regulations and interpretations. Participants are urged to consult their own tax advisors for advice concerning their particular circumstances.

The above is only a brief discussion of applicable tax requirements. Specific limitations and requirements are stated in detail in the Plan Documents and the IRC regulations.

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401(k) & 457 Deferred Compensation Program

Participant Enrollment Form
401(k) and 457(b) Plans
☐ 98986-02 ☐ 98986-01

1. Participant Information

Last Name | First Name | MI

Social Security Number

Address - Number & Street

E-Mail Address

City | State | Zip Code

Female ☐ Male ☐

Mo Day Year — Date of Birth

Mo Day Year — Date of Hire

( ) Home Phone

( ) Work Phone

☐ State (Department Name) _____ ☐ UT ☐ TBR (Campus Name) _____ ☐ Local Government _____

Do you have a retirement savings account with a previous employer or an IRA? Yes ☐ No ☐

2. Choose Your Beneficiary

List beneficiary(ies) below. If you are participating in both plans, the below beneficiary elections will apply to both plans, unless you complete separate beneficiary change forms.

Designated percentages must be whole numbers and must add up to 100% for primary and 100% for contingent beneficiaries.

Primary Beneficiary Name(s)	Relationship	Social Security Number	Date of Birth	Designate Whole Percentage
				%
				%
				%

Contingent Beneficiary Name(s)	Relationship	Social Security Number	Date of Birth	Designate Whole Percentage
				%
				%
				%

Plan Beneficiary Designation

Subject to and in accordance with the terms of the Plans, I am making the above beneficiary designations for my vested account(s) in the event of my death. If I have more than one primary beneficiary, the account(s) will be divided as specified. If a primary beneficiary predeceases me, his or her benefit will be allocated to the surviving primary beneficiaries. Contingent beneficiaries will receive a benefit only if there is no surviving primary beneficiary, as specified. If a contingent beneficiary predeceases me, his or her benefit will be allocated to the surviving contingent beneficiaries. If I fail to designate beneficiaries or if all of the above beneficiaries predecease me, amounts will be paid first to my surviving spouse, and if there is none, to my estate. This designation is effective at the time it is recorded to my account by the State's record keeper, which is currently Empower Retirement Services. If any information is missing, additional information may be required prior to recording my beneficiary designation. This designation supersedes all prior designations. Beneficiaries will share equally if percentages are not provided and any amounts unpaid upon death will be divided equally. Primary and contingent beneficiaries must separately total 100% in whole percentages. If I designated a minor beneficiary, I also noted above the name of the guardian or parent, if other than myself. Designated ROTH, 401(k) and 457 deferrals are subject to different distribution limits. I understand that I may change my beneficiary designation at any time by filing a Beneficiary Change Form with the State's record keeper.

3. Plan and Contribution Election

I elect to enroll and participate in the following plan(s) and authorize my employer to deduct and defer the amounts shown per pay period.
Effective date must be at least 30 days after completion of this agreement. Deferral amount minimum is $20.00 per plan, per month.

	Dollar Amount			Percentage
401(k) plan	Deduct $ _____	401(k) pre-tax from my gross pay, per pay period.	or	_____ %
401(k) plan ROTH	Deduct $ _____	401(k) designated Roth after-tax from my gross pay, per pay period.	or	_____ %
457(b) plan	Deduct $ _____	457(b) pre-tax from my gross pay, per pay period.	or	_____ %
	Total: $ _____	Total %	or	_____ %

Effective _____ / _____ / 20 _____ (Month / Day / Year)

Paid: Monthly (P2) ☐ Semi-Monthly (P1) ☐ Bi-weekly ☐

Note: Your annual deferral cannot exceed the lesser of 100% of your eligible compensation or $18,000 per plan for the 2015 calendar year. State and Higher Education employees may enroll in both plans. If you are employed with a Political Subdivision, you may enroll in both plans if the Political Subdivision has elected to offer you both plans. 401(k) Plan deferrals of State employees may be eligible for an employer match, subject to annual appropriation.

[See Back]

Last Name	First Name	MI	Social Security Number

4. Investment Option Information (Choose from Sections A, B or C)

A. ☐ Enroll me in the Default Fund which is an age based Target Date Fund.

Investment Option: By selecting this option, my contributions will be allocated to the Plan's default investment fund without additional action by me. If I wish to contribute to any of the investment options of the Plan other than the default fund, I understand that I must complete Part B of the Participant Enrollment Form or Part C and enroll in Managed Accounts. The Plan has selected a TARGET DATE portfolio of funds as its default investment fund. Until such time as you choose investment options for your Plan account, your contributions will be invested in the fund within the Target Date portfolio that most closely corresponds to certain factors in your profile. For more information, please contact your Empower Representative. I acknowledge that information about Plan investment options, including prospectuses, disclosure documents and Fund Data sheets are available to me through the Empower website (www.gwrs.com) or Plan Web site (www.treasury.tn.gov/dc/). I understand the risks of investing and that all payments and account values may not be guaranteed and may fluctuate in value.

B. ☐ I prefer to choose my own fund line up as follows.

	401(k)	457(b)	Select Investment Options	Code
International	%	%	DFA International Value Fund I	DFIVX
	%	%	Fidelity International Discovery Fund	FIGRX
Small Cap	%	%	Brown Capital Management Small Company Fund	BCSIX
	%	%	Invesco Van Campen Small Cap Growth Fund *	INGMSC
Mid Cap	%	%	Columbia Acorn Z *	INGCAC
	%	%	Columbia Midcap Value Z *	INGCMC
Large Cap	%	%	Allianz NFJ Large Cap Institutional *	INGALG
	%	%	Fidelity Contra Fund	FD-CNT
	%	%	Fidelity OTC Portfolio	FD-OTC
	%	%	Vanguard Institutional Index Fund	VINIX
Balance	%	%	Fidelity Puritan Fund	FD-PUR
	%	%	Tennessee Treasury Managed Fund	TN-TMF
Bond	%	%	Vanguard Total Bond Market Index	VBTIX
	%	%	Western Asset Core Plus Bond IS	WAPSX
Fixed	%	%	Voya Fixed Account	AEF-FX
	%	%	Nationwide Bank	TN-NBA
Vanguard Target Date Funds	%	%	Vanguard Target Retirement Income	VTINX
	%	%	Vanguard Target Retirement 2010	VTENX
	%	%	Vanguard Target Retirement 2015	VTXVX
	%	%	Vanguard Target Retirement 2020	VTWNX
	%	%	Vanguard Target Retirement 2025	VTTVX
	%	%	Vanguard Target Retirement 2030	VTHRX
	%	%	Vanguard Target Retirement 2035	VTTHX
	%	%	Vanguard Target Retirement 2040	VFORX
	%	%	Vanguard Target Retirement 2045	VTTVX
	%	%	Vanguard Target Retirement 2050	VFIFX
	%	%	Vanguard Target Retirement 2055	VFFVX
	0	0	Total	

Percentages must be whole numbers and columns must add up to 100%

* Indicates separate account funds offered through Voya.

C. ☐ Enroll me in Managed Accounts.

Last Name	First Name	MI	Social Security Number

5. Participant Agreement

I understand that funds may impose redemption fees on certain transfers, redemptions or exchanges if assets are held less than the period stated in the fund's prospectus or other disclosure documents. I understand that I have the right to direct the investment of my account and that I can change my investment allocation from the Plan's default fund at any time by logging on to my account at www.treasury.tn.gov/dc or by calling KeyTalk at 1-800-922-7772. A personal identification number (PIN) that will give me access to my account via the Web or phone will be mailed to me soon after my application is processed. I acknowledge that I am responsible for keeping the assigned PIN confidential and that I must notify Empower if I suspect unauthorized use.

I have received a copy of the Deferred Compensation Plan Document and understand the terms and provisions thereof.

The Plan Document is incorporated into this Participation Agreement and that these together constitute my entire rights and obligations under the Plan. This form is a legally binding contract. I understand that by signing and submitting this Participant Enrollment form for processing that I am requesting to have investment options established under the Plan(s) as specified on this form. I understand that this account is subject to the terms of the Plan Document.

Account balances shall only be distributed under the terms of the Plan Document, which prohibit any payouts as long as I continue in employment with the State or a participating Political Subdivision except in the case of financial hardship as defined by applicable 401(k) plan regulations or at age 59 1/2. Special penalty and limitations may apply to 401(k) distributions and designated Roth 401(k) deferrals. Limits on 457 hardships are more restrictive than 401(k). Requirements vary by plan.

I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Internal Revenue Code. I understand that it is my responsibility to monitor my total annual limit on contributions to ensure that I do not exceed the amount permitted. If I exceed the contribution limit, I assume sole liability for any tax, penalty, or cost that may be incurred. I understand that Federal income tax is deferred on allowable pre-tax contributions and the earnings thereon until such amounts are distributed. I understand that Roth 401(k) contributions, earnings, and distributions are treated differently.

I understand that in the event my Participant Enrollment form is incomplete, or it is not received by Empower in Nashville, Tennessee prior to the receipt of any deposits, I consent to Empower retaining all monies received and allocating them to the default investment option which is selected by my Plan. I understand that once my account has been established, I can transfer monies from the default investment option by logging onto my account at www.treasury.tn.gov/dc or by calling KeyTalk at 1-800-922-7772. Also, I understand that all contributions received after my account is established will be applied to the investment options I selected. I also understand that it is my obligation to review my confirmations and quarterly statements and inform Empower of any discrepancies or errors within 90 calendar days of the date of such confirmation or statement.

401(k) and 403(b) share a single contribution limit of $18,000 for 2015. I understand that I am responsible for any excess contributions and taxes thereon.

I understand that fees may apply under the Plan(s) I selected above. The fees vary by fund and are on the Plan's Web site (www.treasury.tn.gov/dc/).

Required Signature- I have completed, understand, and agree to all pages of this participant enrollment form.

Participant Signature: _____ Date: _____

Todd Wilson, CRC
Retirement Plan Counselor
545 Mainstream Drive, Suite 407 | Nashville, TN 37228
Direct: 615-244-1030 | Fax: 615-256-5280
todd.wilson@empower-retirement.com

Securities, when offered are through GWFS Equities, Inc., a Great-West Financial Company. Registered Representative is sponsored by GWFS Equities, Inc.

For more information regarding the 401(k) and 457 plans, visit: www.tn.gov/treasury/dc or call Empower Retirement Services at 1-800-922-7772, Option 2

Send Completed Forms to:

Weakley County Department of Finance
8319 Highway 22
Suite B
Dresden, TN 38225

Rev.12/2014

Managed Account Election Form

Step 1:

Read the attached Service Agreement.

Plan Number _____

Social Security Number _____

Step 2:

Complete this form in its entirety. **If any information is missing, we will be unable to process your enrollment into this service.**

Step 3:

Be sure to sign and date the form.

Step 4:

Once completed, you may return this form to your Great-West Retirement Services® representative or mail it to:

Advised Assets Group, LLC
P.O. Box 173764
Denver, CO 80217-3764
303-737-4355

You may enroll in the Managed Account service by calling your Plan's customer service center at **(800) 922-7772** to speak to an AAG adviser representative, by visiting your Plan's Web site at **www.gwrs.com** or by completing and returning this form.[1]

Name: _____
Last First Middle

Plan Name or Company Name: _____

Marital Status: ☐ Single ☐ Married

Gender: ☐ Male ☐ Female

State of Residence: _____

Date of Birth: _____

Number of Dependents: _____

Current Annual Salary: $ _____

Expected Retirement Age: _____
(The age at which you plan to begin taking distributions from your retirement account.)

Social Security Number: _____

By signing below, I acknowledge that I have received and read the Managed Account Service Agreement and agree to the terms and conditions set forth herein. I understand the information I've provided above will be used to customize my Managed Account portfolio. Great-West Retirement Services and Advised Assets Group, LLC are not responsible for the accuracy of the above information.

_____ _____
Signature Date

1 Access to KeyTalk® and the Web site may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance, or other reasons.

Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company, First Great-West Life & Annuity Insurance Company, White Plains, New York, and their subsidiaries and affiliates. Great-West Life & Annuity Insurance Company is not licensed to conduct business in New York. Products are sold in New York by First Great-West Life & Annuity Insurance Company. Great-West Retirement Services®, KeyTalk®, and Do-It-For-Me Investor℠ are service marks of Great-West Life & Annuity Insurance Company. All rights reserved.

Form# G3876-60BPS (5/2006)

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Managed Account Election Form

Please read the following terms and conditions carefully before using or enrolling in the Managed Account service described below. Your use of the Managed Account service will signify your consent to be bound by the terms and conditions set forth in this Agreement. If you agree to the terms and conditions set forth herein, complete the Managed Account Election Form found on the last page of this document.

DESCRIPTION OF SERVICES AND FEES

Your employer or Plan Administrator has agreed to make the below service offered by Advised Assets Group, LLC ("AAG") available to you.

Managed Account Service: The Managed Account service is geared toward participants who wish to have a qualified financial expert select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your Plan investment options and retirement time frame, life stages and overall financial picture, including assets held outside the Plan (if you elect to provide this information to AAG), which may be taken into consideration when determining the allocation of assets in your Plan account. (AAG will not provide advice for, recommend allocations of, or manage your outside or non-Plan assets.) Under the Managed Account service, AAG has discretionary authority over allocating your assets among the core investment options, without your prior approval of each transaction. AAG is not responsible for either the selection or maintenance of the investment options available within your Plan. AAG does not provide advice for or recommend allocations of individual stocks, self-directed brokerage accounts, guaranteed certificate funds or employer-directed monies. Your balances in any of these investment options or vehicles may be liquidated subject to your Plan's and/or investment provider's restrictions.

Account assets in the Plan's core investment options will be automatically monitored, rebalanced and reallocated every quarter by AAG, based on data resulting from the methodologies and software employed by the Independent Financial Expert, to respond to market performance and ensure optimal account performance over time. You will receive an account update and forecast statement annually and can update your personal information at any time by calling AAG at your Plan's existing toll-free customer service number.

The tiered pricing described in the table below applies to the Managed Account service. You will be charged a quarterly fee based on your account balance that AAG manages on the day the fee is debited. The fee will generally be debited from your account within the last five (5) to seven (7) business days of each quarter; however, if you cancel participation in the Managed Account service, the fee will be based on your account balance on the date of cancellation and will be debited from your account within five (5) to seven (7) business days prior to the end of the quarter in which the cancellation request was presented. As well, if your Plan terminates its agreement with AAG or its service agreement with Great-West Life & Annuity Insurance Company, the fee will be debited within five (5) to seven (7) business days of such termination. The fee you are charged depends on the Plan in which you participate, and, in certain instances, the fee for the Managed Account service may actually be lower than the fee depicted below. **For the exact fee applicable to your Plan, please refer to the communication materials provided by AAG or ask your employer or Plan Administrator.**

Participant Account Balance	Maximum Participant Fee
<$100,000.00	0.60 %
Next $150,000.00	0.50 %
Next $150,000.00	0.40 %
>$400,000.00	0.30 %

For example, if your account balance is $50,000.00, the maximum fee is 0.60% of the account balance. If your account balance is $500,000.00, the first $100,000.00 will be subject to a maximum fee of 0.60%, the next $150,000.00 will be subject to a maximum fee of 0.50%, the next $150,000.00 will be subject to a maximum fee of 0.40%, and any amounts over $400,000.00 will be subject to a maximum fee of 0.30%.

Your acceptance of the terms and conditions of this Agreement constitutes your authorization for AAG to deduct the quarterly fee. The fees are subject to change. AAG reserves the right to offer certain plans discounted fees or other promotional pricing.

Certain investment options in your Plan may charge a redemption fee. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by AAG under the Managed Account service may result in the imposition of a redemption fee on one or more investment options available in your Plan. Any redemption fees will be deducted from your account balance.

If you do not provide the required personal data necessary (i.e., your date of birth, gender, annual income, and current state of residence) in either the Plan Enrollment Form or Managed Account Election Form, AAG will be unable to process your enrollment into the Managed Account service.

If you participate in the Managed Account service, you must allocate all of your account balance to the service. You may not invest in other core investment options while also participating in the Managed Account service. Once enrolled in the Managed Account service, you will no longer be able to make investment allocation changes to your account online, via paper or through your Plan's existing toll-free customer service number. This includes functionality for fund-to-fund transfers, changing fund allocations or utilization of Dollar Cost Averaging and/or Rebalancer. Once enrolled, you retain full inquiry access to your account, and you may still request and be approved for loans and take a distribution. The aforementioned functionality will be restored to your account the next business day markets are open after you cancel participation in the Managed Account service.

You may cancel participation in the Managed Account service at any time by completing the cancellation form available online or by calling AAG at your Plan's existing toll-free customer service number.

DISCLAIMERS

AAG uses reasonable care, consistent with industry practice, in providing services to you. We do not guarantee the future performance of your account or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments we may recommend or purchase for your account, if applicable, are subject to various risks, including without limitation business, market, currency, economic and political risks. AAG does not provide advice for, recommend allocations of or manage individual stocks, self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, even if they are available for investment in your Plan. We do not select the investment options available for investment in your Plan. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your Plan.

AAG will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions; (2) following your instructions; or (3) any person other than AAG or its affiliates who provides services for your account. AAG will not be liable to you for any losses resulting from your disclosure of your personal information or your PIN to third parties, even if the purpose of your disclosure is to enable such person to enroll you in, or cancel your enrollment in, the Managed Account service. AAG is not responsible for voting proxies for the securities in your account. We do not guarantee that the services or any content will be delivered to you uninterrupted, in a timely manner, securely, or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESSED OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SERVICE CONTENT, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, ALTHOUGH AAG INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SERVICE, AAG DOES NOT WARRANT THAT THE SERVICE OR CONTENT CONTAINED IN THEM WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF ERRORS, VIRUSES, WORMS OR OTHER HARMFUL CONTENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND THAT IN NO EVENT WILL AAG OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, PLAN SPONSORS, CONSULTANTS, AGENTS, LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY, EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless AAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, plan sponsors, consultants, agents and licensors from and against any and all third-party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys' fees) arising from your failure to comply with this Agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law.

GENERAL PROVISIONS

AAG acknowledges that it is a fiduciary under the Employee Retirement Income Security Act of 1974 ("ERISA"), as amended with respect to investment management (the Managed Account service). You may not assign this Agreement. We may not assign this Agreement (within the meaning of the Investment Advisors Act of 1940 ("Advisors Act")) without your consent. This Agreement is entered into in Denver, Colorado and governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the courts of the State of Colorado for Arapahoe County or the United States District Court, District of Colorado. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire Agreement between you and AAG with respect to the subject matter herein. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue

in full force and effect. No failure or delay on the part of AAG in exercising any right or remedy with respect to a breach of this Agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by AAG. All terms and provisions of this Agreement, including without limitation "Disclaimers," "Limitation of Liability," "Indemnification," "Intellectual Property" and "Privacy Policy," which should by their nature survive the termination of this Agreement, shall so survive. This Agreement will automatically terminate upon termination of your Plan's agreement with AAG, or upon termination of your Plan's service agreement with Great-West Life & Annuity Insurance Company. Nothing in this Agreement shall be construed to waive compliance with the Advisors Act, ERISA or any applicable rule or order of the Department of Labor under ERISA. AAG shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; suppliers' failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder; or acts of terrorism. AAG reserves the right to modify this Agreement at any time. You agree to review this Agreement periodically so that you are aware of any such modifications. Your continued participation in the Managed Account service shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of AAG's successor and assigns.

INTELLECTUAL PROPERTY

All content provided as part of the Managed Account service, including without limitation names, logos, methodologies, and news or information provided by third parties, is protected by copyrights, trademarks, service marks, patents or other intellectual property and proprietary rights and laws ("Intellectual Property") and may constitute trade secrets, as defined by applicable law. All such Intellectual Property is the property of their respective owners and no rights or licenses are granted to you as a result of your participation in the Managed Account service.

PRIVACY POLICY

AAG protects your privacy. We have strict policies in place to keep your personal information private. A summary of AAG policies and procedures to protect the privacy and security of your personal information is set forth below.

Types of Information We Collect. AAG collects personal information about you from your Plan Administrator or employer, from applications or other forms that you complete, from your Plan or service provider, and from our affiliates with whom you have conducted business. Such information includes without limitation, your name, address, age, salary, number of dependents, Plan account balances and contributions. You may provide us with additional personal information about your investments and preferences at any time. We also keep records of all transactions in your account and any communications about your account.

Security of Your Information. We have strict procedures to protect your privacy. They include physical, administrative and technical safeguards.

Access to Information. The only employees who have access to your personal information are those who need it to service your account or to provide you with products or services.

Our Information-Sharing Practices. AAG will not disclose, sell, share or reveal your personal information except in the following circumstances:

- We have your authorization to share your personal information with third parties;
- We need to share your personal information with our affiliates who provide a product or service you have requested or to maintain, service or administer your account (for example, our affiliated broker-dealer that executes transactions in your account; such affiliates do not have the right to use your personal information other than in the performance of services necessary to assist us);
- We need to share your personal information with your employer, Plan Administrator and/or Plan provider in order to provide the services described in our contract with your employer, Plan Administrator and/or Plan provider; or
- We are required by law to disclose your personal information (for example, in response to a subpoena, governmental or regulatory request, or to protect against fraud or other illegal activity).

Analysis. We may perform analyses based on data about our customers. Such data will not contain personally identifiable information.

Our Treatment of Information About Former Customers. Protecting your privacy goes beyond our relationship with you as a participant in the Managed Account service. If this relationship ends, we will not share your personal information with third parties, except as law permits.

Customer Right to Change Information. To correct, amend or supplement your personal information, you may contact us at your Plan's existing toll-free customer service number.

ABOUT ADVISED ASSETS GROUP, LLC

AAG, a wholly owned subsidiary of Great-West Life & Annuity Insurance Company, is a registered investment adviser with the Securities and Exchange Commission. AAG provides guidance, advisory and management solutions to defined contribution and deferred compensation plans and participants.

Since its inception, AAG has focused on establishing, refining and continually improving the process of investment planning for Plan Administrators and participants. By blending best practices investment approaches with personalized plan data and leading industry knowledge and expertise, AAG aspires to create effectively built, diversified retirement solutions that maximize outcomes for plan participants while minimizing fiduciary risk to Plan Administrators.

Trades are executed through GWFS Equities, Inc., a registered broker-dealer and wholly owned subsidiary of Great-West Life & Annuity Insurance Company and affiliate of AAG, First Great-West Life & Annuity Insurance Company and FASCore, LLC.

Additional information about the services provided by AAG may be found in AAG's Form ADV Part II, which is available free of charge online at www.advisedassetsgroup.com, upon request by calling AAG at your Plan's existing toll-free customer service number or by writing AAG at: 8515 East Orchard Road, 10T2, Greenwood Village, Colorado 80111.

Interest in Participant Transactions. AAG, its officers and employees may purchase securities for their own accounts and these securities may be the same as those recommended to, or invested for, you (e.g., shares of the same mutual fund).

ABOUT IBBOTSON ASSOCIATES

AAG has teamed with Ibbotson Associates, a recognized industry leader in asset allocation and investment analysis tools, to provide the underlying investment advice and portfolio management methodology that will power the Managed Account service.

Ibbotson Associates, founded by Professor Roger Ibbotson in 1977, is a leading authority on asset allocation, providing products and services to help investment professionals obtain, manage and retain assets. The company's business lines include investment consulting and research, planning and analysis software, wealth forecasting, educational services and a widely used line of presentation materials.

With offices in Chicago, New York and Tokyo, Ibbotson Associates markets its integrated product line to institutional money managers, insurance companies, Plan Administrators and consultants, financial planners, brokers, mutual fund firms, hedge funds, banks and small money managers.

AAG reserves the right to replace the Independent Financial Expert in its sole discretion and without your approval. AAG will notify you of any fee changes resulting from the Independent Financial Expert being replaced. In the event AAG terminates its relationship with the current Independent Financial Expert and is unable to contract with a suitable replacement Independent Financial Expert, this Agreement shall automatically terminate upon written notice from AAG.

Ibbotson Associates is not affiliated with GWFS Equities, Inc., Great-West Life & Annuity Insurance Company, First Great-West Life & Annuity Insurance Company, Advised Assets Group, LLC, or FASCore, LLC.

ACCEPTANCE OF TERMS AND CONDITIONS OF MANAGED ACCOUNT AGREEMENT

If you agree to the terms and conditions set forth herein, complete the Managed Account Election Form and sign your name. Your acceptance of the terms and conditions shall signify your consent to be bound by the applicable provisions of this Agreement. Please note that upon enrollment in the Managed Account service, any currently initiated transfers or transactions will be cancelled, unless the market has already closed for the day.

Great-West Retirement Services® refers to products and services provided by Great-West Life & Annuity Insurance Company, First Great-West Life & Annuity Insurance Company, White Plains, New York, and their subsidiaries and affiliates. Great-West Life & Annuity Insurance Company is not licensed to conduct business in New York. Products are sold in New York by First Great-West Life & Annuity Insurance Company. Great-West Retirement Services®, KeyTalk® and Do-It-For-Me InvestorSM are service marks of Great-West Life & Annuity Insurance Company. All rights reserved.
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