

Top 5 Reasons Why You Should Enroll

State of Montana 457(b) Deferred Compensation Plan

1. Strong Investment Lineup

Your State of Montana 457(b) Deferred Compensation Plan features a wide range of diversified and cost-effective investment choices. Find the combination of funds that works best for you. You also have the option of investing in a post-tax Roth option in which any earnings at retirement (after age 59½) are tax-free. You can also participate in special share class options available only to large group plans, such as your State of Montana 457(b) Deferred Compensation Plan.

2. Individual Attention and Tools

Your State of Montana 457(b) Deferred Compensation Plan features a suite of advisory services to help you put together an individualized retirement plan based on your unique situation. The Retirement Income Control Panel is a powerful online tool (brought to you by Advised Assets Group, LLC, a federally registered investment adviser) that lets you see how well your current savings and investing activities are preparing you for retirement. There are also online tools and calculators to help you determine if you will be ready for retirement.

3. Easy Enrollment

There are five quick steps to start you on your path to retirement readiness: (1) Choose how much you want to save; (2) Decide when to pay taxes (you have the option to contribute before-tax or (Roth) after-tax dollars); see your representative or go online for a detailed comparison of the two options; (3) Designate your beneficiaries; (4) Set your goals; and (5) Pick your investments. You can obtain the enrollment form online at www.MPERAdcplans.com² under the About Your Plan tab or you can call your local Helena Empower Retirement office at (406) 449-2408 or Empower at (877) 699-4015 to have it mailed to you.

4. Easy Contributing

Your contribution is deducted automatically from your paycheck. You don't have to remember to send a check every month or transfer your money from one account to another. Once you enroll, you'll see just how easy it is to set up the automatic deduction.

5. Competitive Fees

As part of a large group plan, administration fees are competitive. Your State of Montana 457(b) Deferred Compensation Plan returns all mutual fund fees, such as marketing expenses and service fees, back to YOU, the participant - further reducing the net administrative fee. In addition, there are no fees to transfer money to your retirement plan or rebalance your asset allocation.³ MPERA works hard to keep management fees competitively lower than outside investment options.

Contact us today to discover more great reasons to enroll!

State of Montana 457(b) Deferred Compensation Plan

Helena Empower Retirement Office (406) 449-2408 or (800) 981-2786 • Empower Customer Service (877) 699-4015 www.MPERAdcplans.com²

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

GWFS Equities, Inc., Member FINRA/SIPC, is a wholly owned subsidiary of Great-West Life & Annuity Insurance Company. Empower Retirement refers to the products and services offered in the retirement markets by Great-West Life & Annuity Insurance Company (GWL&A), Corporate Headquarters: Greenwood Village, CO: GWL&A of New York, Home Office: New York, NY: and their subsidiaries and affiliates. The trademarks, logos, service marks and design elements used are owned by their respective owners and are used by permission. ©2016 Great-West Life & Annuity Insurance Company. All rights reserved. This material has been prepared for informational and educational purposes only. It is not intended to provide, and should not be relied upon for, investment, accounting, legal or tax advice. Form CB1002TFR (10/2016) PT 272705

¹ The Retirement Income Control Panel is an educational tool that provides hypothetical information for illustrative purposes only. It is not intended to provide financial planning or investment advice. The Retirement Income Control Panel is brought to you by Advised Assets Group, LLC, a registered investment adviser. More information about AAG can be found at www.adviserinfo.sec.gov. All rights reserved.

² Access to the voice response system and/or the website may be limited or unavailable during periods of peak demand, market volatility, systems upgrades/maintenance or other reasons.

³ Funds may impose redemption fees and/or transfer restrictions if assets are held for less than the published holding period. For more information, see the fund's prospectus and/or disclosure documents.



STATE OF MONTANA 457(b) DEFERRED COMPENSATION 2019 SALARY DEFERRAL AGREEMENT

A.	Participant Information							
	Employee Last Name	First Name, MI	3 14	Last 4 of SSN	Date of Birth			
	Department or Employer	Employee ID # for State Employee	S	Phone Number				
В.	Payroll Election(s)							
	Effective Pay Date No. of Deferrals and Pay Cycles Per Year (choose one) 12 *24 26+ *(will not include third paycheck in one month)							
	Contribution Type (Select One) Start/restart	☐ Stop ☐ Change	One Tir	me Final/Re	etiring			
	Contribution Amount Pre Tax \$	or%	Roth Po	st Tax \$	or%			
	Basic Deferral - I understand the total annual pre-tax contributions and Designated Roth Contributions cannot exceed \$19,000 of my eligible compensation in the 2019 tax year. Catch-Up Provisions - Only one type of \$457 Catch-Up may be used in a calendar year. If I am eligible for both types of Catch-Up this year, I may select either the Age 50 \$457 Catch-Up or the Special \$457 Catch-Up, whichever would result in the larger Catch-Up amount for this calendar year. Age 50 Catch-up - I understand that I must be age 50 or older by the end of this calendar year and I cannot use the Special \$457 Catch-Up (see below) this year. I understand the total annual pre-tax Age 50 Catch-Up amount cannot exceed \$6,000.00 of my eligible compensation in the 2019 tax year. When added to the regular deferral amount, my annual maximum contributions cannot exceed the 2019 limit of \$25,000. Special Catch-up - I understand that I may only use the Special \$457 Catch-up in one or more of the three calendar years that END PRIOR TO my Normal Retirement Age (NRA), which I select for using this catch-up provision and provide the year below. I may only select one Special Catch-up NRA and although it does not control when I actually retire, it may not be later than age 70½, and no earlier than the NRA as defined by my employer's defined benefit plan if I participate in that plan. If I participate in the PERS Defined Contribution (DC) plan or my employer does not have a defined benefit plan, the earliest age for my Special Catch-up NRA is age 65. I understand the total pre-tax Special \$457 Catch-up amount cannot exceed \$19,000 of my eligible compensation in the 2019 tax year. When added to the regular deferral amount, my annual maximum contributions will not exceed the 2019 limit of \$38,000. I have designated my NRA year below. I also understand that I must have "underutilized amounts" by not contributing that maximum amount available to me under this Plan in any prior calendar years in which I was eligible to participate. I have communicated							
C.	NRA Year Participant Consent (Please sign on the "F				/			
	I understand it is my responsibility to monitor my paycheck each payday to ensure that my deferred compensation deductions are made for the correct amounts. If I detect an error, I agree to notify Empower at 1-800-981-2786 or (406) 449-2408 immediately. I understand errors will be corrected only for the current payday and future deductions and retroactive corrections for errors on any previous paydays will not be made. I also understand neither my employer nor Empower are responsible for administrative errors that result in an error in any amount deducted. I hereby authorize and direct my employer to deduct the amount indicated above from my gross salary each pay period as selected. If utilizing the special catch-up deferral provision, I certify I am within three years of normal retirement age and acknowledge the catch-up amount is in addition to any regular deferrals. I have reviewed, understand, and agree to the provisions as stated above and on the reverse side of this Agreement.							
	Participant Signature			Date	2 7 1			
D.	Mailing Instructions							
	Mail to: Empower Retirement Fax to: (406) 449-3306 208 North Montana, Suite 106 Helena MT 59601 For questions call 1-800-981-2786 or 449-2408 in Helena							
- 1	Helena MT 59601	For questions call	7-800-387-51	80 OF 449-2408 IN He	zielid			

Salary Deferral Agreement 457 Plan Provisions

Whereas the State of Montana ("Employer") has established a deferred compensation plan ("the Plan") pursuant to Internal Revenue Code Section 457; and

Whereas I, the employee, have elected to participate in the Plan by deferring a portion of my salary into the Plan, it is hereby agreed as follows:

I request and direct that my salary be reduced as of the effective date designated on the front of this form (this date cannot precede the date this agreement is signed), and that the Employer, its proper officers, agents and employees contribute these deferrals into the Plan.

I agree and understand that increasing, decreasing or stopping the amount deferred per pay period requires that a new Agreement be made.

I recognize it is my responsibility to notify my payroll center if I either <u>terminate</u> my employment with the State or <u>transfer</u> to another State agency. I recognize that my deferrals may be stopped if I transfer to another agency without notifying the appropriate payroll center or the Personnel division of the Department of Administration.

I agree and understand that all amounts deferred, all property purchased with those amounts, and the income on the amounts or property shall be maintained for the exclusive benefit of eligible employees and their beneficiaries.

I understand that §457 of the Internal Revenue Code limits the amount which may be deferred each year. It is my responsibility to monitor the amount I contribute per pay period to ensure that my total annual contributions to the Plan do not exceed the amount permitted under the Internal Revenue Code as amended from time to time. I may need to decrease the amount I contribute to the Plan by making a new Agreement, to avoid contributing excess amounts.

I understand that this Agreement is irrevocable as to salary earned while the Agreement is in effect. However, I may terminate the Agreement at any time with respect to amounts not yet earned by submitting written notice to the Employer. I understand that the Employer will reduce my salary pursuant to the terms of this Agreement only to the extent that the amount of my gross salary for any pay period exceeds the amount I have elected to defer in any pay period.

In consideration of the Employer's compliance with the terms of this Agreement, I agree to hold Employer, its members, officers, agents, employees, successors and assigns harmless from and against any and all liability whatsoever arising out of or in connection with this Agreement, including but not limited to any costs or tax penalties that I may incur as a result of or in connection with the authorization and direction given by me in this Agreement.

Nothing in this form is to be considered investment or tax advice from the State of Montana.



Participant Enrollment Governmental 457(b) Plan

gw

State of Montana Deferred Co	mpensation	Plan	98469-	01			
Participant Information		(w Ú				
1	1		8.				
/s							
Last Name First Name		Social Security	Number				
(The name provided MUST match the name of	n file with Servic	2					
Provider.)							
Mailing Address		E-Mail Ad	E-Mail Address				
	1	☐ Married ☐ Unmarried	□ Female □ Male				
City St	ate Zip Code	_					
City	no zip code	Mo Day Year	Mo Day Ye	ear			
Home Phone W	ork Phone	Date of Birth	Date of Hire				
		D Section Country Coun					
 Check box if you prefer to receive quarterly statements in Spanish. 	y account	Do you have a retirement savings a employer or an IRA? □ Yes or □					
Payroll Information							
55 - 1 500 M - 10 4 - 2 500 2 2 500	0/ (+-	\$19,000.00 or 1% - 100%) per pay period o	of my compensation as Re	fore			
☐ I elect to contribute \$ or	7(b) Plan until cu	\$19,000.00 or 1% - 100%) per pay period of	if my compensation as De.	1010			
	1(U) I Iali ultir su	\$19,000.00 or 1% - 100%) per pay period	of my compensation as R	₹oth			
☐ I elect to contribute \$ or contributions to the Governmental 457(b)	Plan until such ti	me as I revoke or amend my election.	of my compondation as is	coun			
contributions to the dovernmental 437(b)			*				
	Payroll Effe						
	20	Mo Day Year					
**							
			T 1	_			
Division Name		Division 1	Number				
			13	20			
Agency Name		Agency N	Vumber				
Investment Option Information (applied	s to all contrib	utions) - Please refer to your communicate	tion materials for information	tion			
regarding each investment option.							
I understand that funds may impose redemption	on fees on certain	transfers, redemptions or exchanges if asset	s are held less than the per	riod			
stated in the fund's prospectus or other disclos	ure documents. I	will refer to the fund's prospectus and/or d	isclosure documents for m	nore			
information.							
INVESTMENT OPTION	1	INVESTMENT	OPTION				
NAME TICK	ER CODE 9	NAME		<u>%</u>			
T.Rowe Price Retirement 2005 Trust A N/A	TR05AT	Oppenheimer Developing Markets Y					
T Rowe Price Retirement 2010 Trust A N/A	TR10AT	Vanguard Total Intl Stock Index Admiral					
T Rowe Price Retirement 2015 Trust A N/A	TR15AT	Neuberger Berman Genesis Fund - Trust					
T Rowe Price Retirement 2020 Trust A N/A	TR20AT	Vanguard Small Cap Growth Index Instl					
T Rowe Price Retirement 2025 Trust A N/A	TR25AT	Vanguard Small Cap Index Instl		-			
T Rowe Price Retirement 2030 Trust A N/A	TR30AT	Janus Henderson Enterprise N					
T Rowe Price Retirement 2035 Trust A N/A	TR35AT	MFS Mid Cap Value R6					
T Rowe Price Retirement 2040 Trust A N/A	TR40AT	Vanguard Mid Cap Index Admiral					
T Rowe Price Retirement 2045 Trust A N/A	TR45AT	Fidelity Contrafund					
T Rowe Price Retirement 2050 Trust A N/A	TR50AT	Parnassus Core Equity - Inst					
T Rowe Price Retirement 2055 Trust A N/A	TR55AT TR60AT	Vanguard Equity-income Adm Vanguard Institutional Index I	ACCRECATION TO COOK ACCRECATE TO COOK				
T Rowe Price Retirement 2060 Trust A N/A	I KOUA I	- vanguaru montunonai muon i					

			1.00			9	8409-01	
Last Name First Nam		me	M.I.		Social Security Number	N	lumber	
INVESTMENT OPTION					INVESTMENT OPTION			
NAME	TICKER		<u>%</u>	NAME		TICKER	JOHNSON STOLENS VIEW	<u>%</u>
T. Rowe Price Retirement Balanced Trst A		TRINAT RNPGX			Balanced Index Fund - Inst'l Berman High Income Bond Instl		VBAIX NHILX	
American Funds New Perspective R6 Artisan International Inv		ARTIX		PGIM Tota	al Return Bond R6	PTRQX	PTRQX	
Dodge & Cox International Stock		DODFX	S		Total Bond Market Index Adm		VBTLX	
Franklin Mutual Global Discovery Z MDISX MDISX					ixed Fund		MONTFX	
				MUST IN	NDICATE WHOLE PERCENT	IAGES	1.5	= 100%

				98	469-01
Last Name	First Name	M.I.	Social Security Number	Nı	ımber
Plan Beneficiary Designatio					
This designation is effective up beneficiary. If any information i my primary and contingent bene of the Plan Document or applica	s missing, additional informa ficiaries predecease me or I ble law.	fail to designate	beneficiaries, amounts will	be paid purs	uant to the terms
If I have more than one primar or her benefit will be allocated no surviving primary beneficiar surviving contingent beneficiarion will be divided equally. Primar primary or contingent beneficiar	to the surviving primary ber y, as specified. If a continge es. Beneficiaries will share et y, and contingent beneficia	neficiaries. Conti ent beneficiary pr qually if percenta ries must senar	redeceases me, his or her be ges are not provided and an ately total 100% in whole	enefit will be y amounts u percentages	e allocated to the
Primary Beneficiary					
#1	×				
% of Account Balance	Social Security Number	Primary Bene	ficiary Name		Date of Birth
.()	Relationship (Required	- If Relationship is not j	provided, request will be rejected and se	ent back for clarifi	ication.)
Phone Number (Optional)	☐ Spouse ☐ Child ☐ Domestic Partner	□ Parent □ Gra	ndchild 🗆 Sibling 🗅 My Estat	e 🔾 A Trust	☐ Other
#2					
% of Account Balance	Social Security Number	Primary Bene	ficiary Name		Date of Birth
()	Relationship (Required	- If Relationship is not	provided, request will be rejected and se	ent back for clarif	ication.)
Phone Number (Optional)	□ Spouse □ Child	☐ Parent ☐ Gra	ndchild 🔾 Sibling 🗘 My Estat	e 🛛 A Trust	☐ Other
	☐ Domestic Partner				
#3 .					
% of Account Balance	Social Security Number	Primary Bene	ficiary Name		Date of Birth
()	Relationship (Required	- If Relationship is not	provided, request will be rejected and se	ent back for clarif	ication.)
Phone Number (Optional)	□ Spouse □ Child	☐ Parent ☐ Gra	ndchild 🛭 Sibling 🗖 My Estat	e 🛘 A Trust	☐ Other
	Domestic Partner	4			
Contingent Beneficiary					
#1					man and a second
% of Account Balance	Social Security Number	Contingent Ben	eficiary Name		Date of Birth
()	Relationship (Required	- If Relationship is not	provided, request will be rejected and se	ent back for clarif	ication.)
Phone Number (Optional)	☐ Spouse ☐ Child ☐ Domestic Partner	□ Parent □ Gra	ndchild 🛚 Sibling 🗖 My Estat	e 🗆 A Trust	☐ Other
#2					
% of Account Balance	Social Security Number	Contingent Ben	eficiary Name		Date of Birth
()	Relationship (Required	- If Relationship is not	provided, request will be rejected and se	ent back for clarif	ication.)

Participation Agreement

% of Account Balance

Phone Number (Optional)

Phone Number (Optional)

Withdrawal Restrictions - I understand that the Internal Revenue Code (the "Code") and/or my employer's Plan Document may impose restrictions on transfers and/or distributions. I understand that I must contact the Plan Administrator/Trustee to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

Investment Options - I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options established under the Plan as specified in the Investment Option Information section. I understand and agree that this account is subject to the terms of the Plan Document. I understand and acknowledge that all payments and account values, when

Date of Birth

□ Spouse □ Child □ Parent □ Grandchild □ Sibling □ My Estate □ A Trust □ Other

Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarification.)

Spouse Child Parent Grandchild Sibling My Estate A Trust Other

Contingent Beneficiary Name

☐ Domestic Partner

☐ Domestic Partner

Social Security Number

				98469-01
Last Name	First Name	M.I.	Social Security Number	Number

based on the experience of the investment options, may not be guaranteed and may fluctuate, and, upon redemption, shares may be worth more or less than their original cost. I acknowledge that investment option information, including prospectuses, disclosure documents and Fund Profile sheets, have been made available to me and I understand the risks of investing.

Compliance With Plan Document and/or the Code - I agree that my employer or Plan Administrator/Trustee may take any action that may be necessary to ensure that my participation in the Plan is in compliance with any applicable requirement of the Plan Document and/or the Code. I understand that the maximum annual limit on contributions is determined under the Plan Document and/or the Code. I understand that it is my responsibility to monitor my total annual 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 costs that may be incurred.

Incomplete Forms - I understand that in the event my Participant Enrollment form is incomplete or is not received by Service Provider at the address below prior to the receipt of any deposits, I specifically consent to Service Provider retaining all monies received and allocating them to the default investment option selected by the Plan. If no default investment option is selected, funds will be returned to the payor as required by law. Once an account has been established on my behalf, I understand that I must call the Voice Response System or access the Web site in order to transfer monies from the default investment option. Also, I understand all contributions received after an account is established on my behalf will be applied to the investment options I have most recently selected.

Account Corrections - I understand that it is my obligation to review all confirmations and quarterly statements for discrepancies or errors. Corrections will be made only for errors which I communicate within 90 calendar days of the last calendar quarter. After this 90 days, account information shall be deemed accurate and acceptable to me. If I notify Service Provider of an error after this 90 days, the correction will only be processed from the date of notification forward and not on a retroactive basis.

Signature(s) and Consent

Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form. I understand that Service Provider is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury ("OFAC"). As a result, Service Provider cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at: http://www.treasury.gov/about/organizational-structure/offices/Pages/Office-of-Foreign-Assets-Control.aspx. Deferral agreements must be entered into prior to the first day of the month that the deferral will be made.

Participant Signature

Date

A handwritten signature is required on this form. An electronic signature will not be accepted and will result in a significant delay.

Participant forward to Service Provider at:

Empower Retirement - MT

208 North Montana Avenue, Suite 106

Helena, MT 59601

Phone #: 1-877-699-4015

Fax #:

1-406-449-3306

Web site: www.MPERAdcplans.com

Securities offered through GWFS Equities, Inc., Member FINRA/SIPC, and/or other broker-dealers. Retirement products and services provided by Great-West Life & Annuity Insurance Company, Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: New York, NY, and their subsidiaries and affiliates, including GWFS and registered investment advisers Advised Assets Group, LLC and Great-West Capital Management, LLC.