



STATE OF MARYLAND

Participation Agreement

for Pre-Tax and Roth Retirement Savings Accounts

Please note that, once made, contributions and/or rollovers to a Roth account may not be reversed. In the event you wish to make changes, only future contributions and/or rollovers can be redirected.

- 457(b) PRE-TAX
- 401(k) PRE-TAX
- 403(b) PRE-TAX

- 457(b) ROTH*
- 401(k) ROTH*

*Contributions to Roth are made on a post-tax basis.

PLEASE READ THE REVERSE SIDE OF THIS FORM BEFORE SIGNING.

I HAVE OTHER PRE-TAX INVESTMENTS AND/OR ROTH INVESTMENTS THAT I WOULD LIKE TO ROLL INTO THIS PLAN

1. Personal Information

Social Security Number --

Date of Birth --

Sex M F

Name Last First MI

Check here if this is a name change.

Address Number & Street Suite/Apt. No.

Check here if this is a new address.

City State Zip Code

Home Phone () Work Phone () Ext.

Date of Hire Agency Code Payroll Type: Regular University Contractual Other

Salary (found in upper left corner of pay stub) Payroll Center Name: Central University Other

2. Type of Request

- New Reinstatement
- Change Amount Change Direction of Future Contributions

4. Contribution Frequency

- Bi-Weekly (Z)-26 Weekly (W)-52 Monthly (M)-12
- Semi-Monthly (X)-24 Other

5. Catch-up Provision Utilized: (NOTE: The 3 year prior to retirement provision is only available for the 457 plan -- it is not applicable for the 401(k) plan.)

- No Yes (50 and over)
- Yes (3 years prior to Normal Retirement Age - worksheet attached)

3. Contribution Summary Per Pay

	AMOUNT
Pre-Tax Contribution Amount Per Pay	\$ <input type="text"/>
Roth Contribution Per Pay*	\$ <input type="text"/>
Special Amount Per Pay	\$ <input type="text"/>
TOTAL CONTRIBUTION PER PAY	\$ <input type="text"/>

*Contributions to Roth are made on post-tax basis.

Contribution to begin on pay period ending date:

Special Pay-Period Date Range: Start Date End Date

(Special Amount Only) # of Pay Periods

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 NRS Service Center.

6. Funding Options - PLEASE NOTE: TOTAL OF ALL FUNDING OPTIONS MUST EQUAL 100% (WHOLE % ONLY)

FIXED INCOME OPTION

- % Investment Contract Pool (457(b) & 401(k) only)
- % Vanguard Prime Money Market Fund (403(b) only)

BONDS

- % PIMCO Total Return Fund (Institutional Shares)
- % Vanguard Total Bond Market Index Fund (Institutional Shares)

BALANCED

- % Fidelity Puritan Fund

LARGE CAP

- % American Century Equity Growth Fund (Institutional Shares)
- % American Funds - The Growth Fund of America (R6 Shares)
- % Goldman Sachs Large Cap Value Fund (Institutional Class)
- % Parnassus Equity Income Fund (Institutional Shares)
- % Vanguard Institutional Index Fund
- % Vanguard Value Index Fund (Institutional Shares)

MID CAP

- % T. Rowe Price Mid Cap Value Fund
- % Morgan Stanley Institutional Fund Trust - Mid Cap Growth Portfolio - (Class I)
- % Vanguard Mid Cap Index Fund (Institutional Plus Shares)

SMALL CAP

- % T. Rowe Price Small Cap. Stock Fund
- % Vanguard Small Cap Growth Index
- % Vanguard Small Cap Value Index (Institutional Shares)

INTERNATIONAL

- % American Funds - EuroPacific Growth Fund (R6 Shares)
- % Vanguard Total International Stock Index Fund (Institutional Shares)

TARGETED RETIREMENT FUNDS

- % Retirement Income Fund (for those born in 1937 or before)
- % Retirement 2005 Fund (designed for those born between 1938-1942)
- % Retirement 2010 Fund (designed for those born between 1943-1947)
- % Retirement 2015 Fund (designed for those born between 1948-1952)
- % Retirement 2020 Fund (designed for those born between 1953-1957)
- % Retirement 2025 Fund (designed for those born between 1958-1962)
- % Retirement 2030 Fund (designed for those born between 1963-1967)
- % Retirement 2035 Fund (designed for those born between 1968-1972)
- % Retirement 2040 Fund (designed for those born between 1973-1977)
- % Retirement 2045 Fund (designed for those born between 1978-1982)
- % Retirement 2050 Fund (designed for those born between 1983-1987)
- % Retirement 2055 Fund (designed for those born in 1988 or after)

7. Beneficiary Designation (Please attach separate sheet if there are additional beneficiaries)

Apply Change To: 457(b) 401(k) 401(a) 403(b) ALL PLANS

Primary Contingent

Name (Please Print) Address Date of Birth % Split (in whole percentages*)

Social Security# Phone Number Relationship

Primary Contingent

Name (Please Print) Address Date of Birth % Split (in whole percentages*)

Social Security# Phone Number Relationship

* Split must equal 100%

I authorize my employer to reduce my salary by the above amount which will be credited to the State of Maryland 457 Plan, 401(k), and/or 403(b) Plan as applicable. The reduction 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 in the first pay period after the processing of this application by the Plan Administrator in conjunction with the set-up time required by my payroll center, however, in no case prior to the beginning of the month following the month this form is signed. The reduction is to be allocated to the investment options in the percentages indicated above. Current pre-tax investment election and allocation will be used for Roth contributions.

All changes will be processed when received by the Product Provider. By signing below, you acknowledge receipt of a copy of the applicable prospectus covering the options to which your funds will be allocated. By signing below, you authorize Nationwide Retirement Solutions, as the Plan Administrator, to make the changes indicated above.

8. Signature of Participating Employee

I HAVE READ AND UNDERSTAND EACH OF THE STATEMENTS ON THE FRONT AND BACK OF THIS FORM, WHICH HAVE BEEN DRAFTED IN ACCORDANCE WITH THE APPLICABLE PROVISIONS IN THE INTERNAL REVENUE CODE OF 1986, AS AMENDED. I ACCEPT THESE TERMS AND UNDERSTAND THAT THESE STATEMENTS DO NOT COVER ALL THE DETAILS OF THE PLAN OR PRODUCTS.

PARTICIPATING EMPLOYEE'S SIGNATURE

DATE

PRINCIPAL

RETIREMENT SPECIALIST SIGNATURE

FSR NO.

SALES DIRECTOR NO.

MAIL TO: Nationwide Retirement Solutions
11350 McCormick Road
Executive Plaza 1 - Suite 400
Hunt Valley, MD 21031
For assistance with completing this form, please call 443-886-9402 or toll-free at 1-800-966-6355. Fax number: 1-443-886-9403

MEMORANDUM OF UNDERSTANDING

The purpose of the Memorandum of Understanding is to make you aware of the highlights, restrictions and cost of your plan. It is not intended to cover all specific details of the plan.

I understand that my participation in the Plan is governed by the terms and conditions of the Plan Document.

I understand and acknowledge the following:

1. REGARDING 457(b) PLANS:

The combined total annual pre-tax or Roth contribution amount to all 457(b) plans is the lesser of \$17,500 or 100% of includible compensation. Under certain circumstances, additional amounts above the limit may be deferred into the Plan if (1) I will attain age 50 or older during the current calendar year, or (2) I am within three years of Normal Retirement Age and did not defer the maximum amount in prior years. The Plan Document provides additional details about contribution limits. Contributions in excess of maximum amounts are not permitted and will be considered taxable income when refunded. It is my responsibility to ensure my contributions do not exceed the annual limit.

It is my responsibility to adjust my contribution amount to comply with the law. Excess contributions will be returned to me and reported on a 1099R tax form. 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, fall within the specified limits. A Nationwide Retirement Solutions Representative can provide assistance in determining my contribution limits.

All withdrawals of funds must be in compliance with the Internal Revenue Code and applicable regulations, some of which are expressed in the Plan Document.

Funds may be withdrawn from the plan ONLY when one of the following events occurs:

- Termination of State Employment
- Attaining age 70 1/2 even if still employed.
- Unforeseeable Emergency approved by the plan
- Total Disability
- Death
- When taking a loan
- In some cases a transfer for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted.

Roth distributions not meeting the criteria for a qualified distribution may be subject to income tax and a 10% penalty.

2. REGARDING 401(k) PLANS:

My combined total annual pre-tax or Roth contribution is subject to contribution limitations described in Sections 415(c) and 402(g) of the Internal Revenue Code. My maximum contribution will be the lesser of \$17,500 or 100% of my compensation under section 415 of the Code. Additional amounts above the limit may be deferred into the Plan if I will attain age 50 or older during the current calendar year. I understand that current or future participation in additional benefit plans, such as 403(b) and/or 401(a) plans, may affect my maximum annual contribution limit under the Maryland 401(k) Plan, in accordance with the U.S. Internal Revenue Code.

It is my responsibility to adjust my contribution amount to comply with the law. Excess contributions will be returned to me and reported on a 1099R tax form. I acknowledge that it is my responsibility to make sure my total contributions, and other 403(b) Plan and/or 401(k) Plan, including Roth, contributions, fall within the specified limits. A Nationwide Retirement Solutions Representative can provide assistance in determining my contribution limits.

Funds may be withdrawn from the plan ONLY when one of the following events occurs:

- Termination of State Employment (an early withdrawal penalty may apply if your separation from state service is prior to the age of 55.)
- Attaining age 59 1/2 even if still employed.
- Financial Hardship (a 10% early withdrawal penalty tax may apply prior to age 59 1/2)
- Total Disability
- Death
- When taking a loan
- In some cases a transfer for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted.

Roth distributions not meeting the criteria for a qualified distribution may be subject to income tax and a 10% penalty.

If applicable, amounts contributed to the 401(a) match account, when the Match Program is in effect, do not affect employee 401(k) limits but may impact elective contributions or employer contributions made on my behalf into other retirement plans. I acknowledge that I am responsible for monitoring these limits and notifying the Plan Administrator if necessary.

3. REGARDING 403(b) PLANS (available for education employees only):

My total annual contribution is subject to contribution limitations described in Subsection 403(b) of the Internal Revenue Code. My maximum contribution will be the lesser of \$17,500 or includible compensation as defined under Section 415 of the Code, or my basic exclusion allowance. I understand that current or future participation in additional benefit plans, such as 401(k) plans, may affect my maximum annual contribution limit under the Maryland 403(b) Plan, in accordance with the U.S. Internal Revenue Code.

It is my responsibility to adjust my contribution amount to comply with the law. Excess contributions will be returned to me and reported on a 1099R tax form. I acknowledge that it is my responsibility to make sure my total contributions and other 403(b) Plan and/or 401(k) Plan Contributions, fall within the specified limits. A Nationwide Retirement Solutions Representative can provide assistance in determining my contribution limits.

Funds may be withdrawn from the plan ONLY when one of the following events occurs:

- Termination of State Employment (an early withdrawal penalty may apply if your separation from state service is prior to the age of 55.)
- Attaining age 59 1/2 even if still employed.
- Financial Hardship (a 10% early withdrawal penalty tax may apply prior to age 59 1/2)
- Total Disability
- Death
- When taking a loan
- In some cases withdrawal for purchase or repayment of service credits in a Governmental Defined Benefit Plan may be permitted.

If applicable, amounts contributed to the 401(a) match account, when the Match Program is in effect, do not affect employee 403(b) limits but may impact elective contributions or employer contributions made on my behalf into other retirement plans. I acknowledge that I am responsible for monitoring these limits and notifying the Plan Administrator if necessary.

REGARDING ALL PLANS

4. The fund prospectuses are available upon request at www.marylanddc.com or by calling 1-800-545-4730.
5. I must notify Nationwide Retirement Solutions of any address changes, beneficiary changes, contribution amount changes, allocation changes or errors on my account statement.
6. I may re-allocate my contribution amount any time without limitation.
7. Contributions, in the form of salary reductions, will be made each pay period until I notify Nationwide Retirement Solutions otherwise. A short delay may exist before my contributions are invested due to the time required to place the money into the investment options.
8. I will receive a statement of my account quarterly.
9. My distributions must begin no later than April 1st following the year I reach age 70 1/2. If I work beyond age 70 1/2, my distributions must begin no later than April 1st following the year I separate from service or retire. All distributions are taxable as ordinary income and subject to income tax in the year received. My distributions must be made in a manner that satisfies the minimum distribution requirements of IRC Sec. 401(a)(9), which 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 the payment of a 50% federal excise tax.
10. The funds in my account may be eligible for rollover to a traditional IRA or to an eligible retirement plan. The "Special Tax Notice Regarding Plan Payments" provides detailed information about my options. Due to important tax consequences related to distributions, I have been advised to consult a tax advisor. I expressly assume the responsibility for tax consequences relating to any distribution, and I agree that neither the Plan nor the Plan Administrator shall be responsible for those tax consequences.
11. Eligible Rollover Distributions are subject to 20% Federal Income Tax withholding.
12. The share value calculated at the time of exchange depends on the investment option. Contact your Nationwide Retirement Solutions representative for specific information for each investment option.
13. All telephone exchange requests will be recorded for the participant's protection.
14. The value of my account in my chosen mutual funds can fluctuate and result in a gain or loss depending on the market activity.
15. An annual asset fee up to 0.14% will be assessed on my account balance. Part of this fee, 0.05%, supports the Maryland Teachers and State Employees Supplemental Retirement Plans' Board of Trustees' budget. The remaining 0.09% goes toward services provided by Nationwide Retirement Solutions. No account will be charged a combined board fee and Nationwide Retirement Solutions fee of more than \$2,000.00 annually. A Nationwide Retirement Solutions representative can provide further details.
16. The investment options available under the plan are selected by the Maryland Teachers and State Employees Supplemental Retirement Plans' Board of Trustees and are subject to a periodic review by the Board, its staff and its Investment Advisor to assure that the options continue to meet established criteria. The Board reserves the right to add additional funds to the plan and replace or remove existing funds. If existing funds are replaced, the Board reserves the right to require or direct the transfer of existing balances and ongoing contributions from any fund which has been eliminated as an option within the same risk category that I had previously selected.
17. I have received an explanation of the fixed option and understand that the rate of return produced by that option will vary over time, depending on the rates paid by the contracts that make up the fixed option(457(b), 401(k) & 401(a) only)
18. Money allocated to each Investment Contract Pool, as selected by the Board, will earn a fixed rate of interest for the contract term as selected by the Board. Participation in the fixed option will result in a blended interest rate based upon the Investment Contract Pools used to determine my account value. I understand that an Investment Contract Pool is not a mutual fund (457(b), 401(k), & 401(a) only)
19. 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 limitations or restrictions as they apply to the Plan may be obtained from the Plan Administrator.
20. If applicable, I understand that no changes will be effective until they are processed by Nationwide Retirement Solutions.
21. Distribution from the 401(a) account may occur at the time of the participant's death, disability, or separation of service. Withdrawals from the 401(a) account prior to age 59 1/2 may be subject to a 10% federal tax penalty for early withdrawal.
22. Targeted Retirement Funds are managed by T. Rowe Price and are composed of other T. Rowe Price mutual funds. There is no guarantee that the investment objective of any fund will be achieved. Investment return and principal value will fluctuate, so that an investor's shares, when they are redeemed, may be worth more or less than their original cost. The Targeted Retirement Funds are designed to provide diversification and asset allocation across several types of investments and asset classes, primarily by investing in underlying funds. Therefore, you are indirectly paying a proportionate share of the applicable fees and expenses of the underlying funds.
23. Nationwide Retirement Solutions, Inc. and Nationwide Life Insurance Company have endorsement relationships with the National Association of Counties and the International Association of Firefighters-Financial Corporation. More information about the endorsement relationships may be found online at www.nrsforu.com.
24. Financial & Realty Services, LLC may provide education and marketing support services on behalf of NRS. Its Retirement Consultants are registered representatives of FSC Securities Corporation (FSC), member FINRA, SIPC. FSC and Financial & Realty Services, LLC are not affiliated with MSRP, NRS or NISC.

PLEASE NOTE: When the Match Program is in effect, your 401(a) match money will automatically be directed to a separate account and can be managed separately.