Retirement Account Update Form

Plan Information

Plan Name | Plan Number | Division/Payroll Center

Participant Information

Last Name | First Name | MI

Address—Number & Street

City | State | Zip Code

( ) Home Phone

( ) Work Phone

Social Security Number

E-Mail Address

Mo Day Year
Date of Birth

❑ Female ❑ Male

❑ Married ❑ Unmarried

Annual Income

❑ *My address has changed. Please update my account with the new address information I've provided above.*

To update your retirement account, please select the options that apply under each section below.

Investment Management Services

❑ **Enroll in the Managed Account service.**
I elect to enroll in the Managed Account service, I have received and read the Managed Account Service Agreement provided with this form and agree to the terms and conditions set forth therein. I understand the information I've provided on this form will be used to customize my managed account portfolio. Advised Assets Group, LLC (AAG) is not responsible for the accuracy of the information I've provided. I have signed and dated this form.

❑ **Select my own investment options.**
I elect to direct my own investments. By declining the managed account service, I agree to, understand and acknowledge the following:

1. *I had the opportunity to have an investment expert, AAG, make investment decisions on my behalf and I chose not to accept this option.*
2. *I take full responsibility for my own investment elections.*
3. *I have received and reviewed the information about my investment choices and have had an opportunity to freely choose how my accounts are invested. I further understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.*

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® is a service mark of Great-West Life & Annuity Insurance Company. All rights reserved.

Form# G3890 RAUF[.60] (08/06)

Salary Deferral Agreement

❑ **My current salary deferral agreement is correct.** ❑ **Please change my salary deferral agreement as follows:**

Specify one of the following:

❑ *Restart Payroll Deduction* ❑ *Increase Payroll Deduction* ❑ *Decrease Payroll Deduction* ❑ *Stop Deductions*

Specify the following:

❑ *I elect to contribute _____% or $_____ (per pay period) of my compensation as before-tax contributions to the my retirement account until such time as I revoke or amend my election.*

Payroll Effective Date: _____ *Mo Day Year* *Date of Hire:* _____ *Mo Day Year*

_____ *Division Name*	*To be completed by Representative:* _____ *Division Number*

This Agreement shall apply to all compensation paid from the effective date specified until cancelled, superseded or employee ceases to be an eligible employee. This Agreement supersedes all previous agreements.

I understand that I may change the percentage of compensation or dollar amount contributed to the Plan only when and as allowed under the terms of the Plan. I also understand that it is my responsibility to comply with the Internal Revenue Code deferral limits.

I have completed, understand and agree to the terms of this Salary Deferral Agreement and authorize the payroll deduction as indicated on this form. I have signed and dated this form.

Beneficiary Designation

❑ **My current beneficiary designation is correct.** ❑ **Please change my beneficiary designation as follows:**

Primary Beneficiary

#1 _____
% of Account Balance *Social Security Number* *Primary Beneficiary Name* *Relationship* *Date of Birth*

#2 _____
% of Account Balance *Social Security Number* *Primary Beneficiary Name* *Relationship* *Date of Birth*

Contingent Beneficiary

#1 _____
% of Account Balance *Social Security Number* *Contingent Beneficiary Name* *Relationship* *Date of Birth*

#2 _____
% of Account Balance *Social Security Number* *Contingent Beneficiary Name* *Relationship* *Date of Birth*

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%. The number of primary or contingent beneficiaries is not limited. Attach an additional sheet, if necessary.

I understand that this designation is effective upon execution and delivery to my registered representative at my local service center. If I name more than one beneficiary in either category, the surviving beneficiaries in that category will share equally unless otherwise indicated. I have the right to change the beneficiary. If any information is missing, additional information may be required prior to recording my beneficiary designation. If my primary and contingent beneficiaries predecease me or I fail to designate beneficiaries, amounts will be paid pursuant to the terms of the Plan Document or applicable state law.

I have completed, understand and agree to this Beneficiary Designation. I understand that the 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, the 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, I may access the OFAC Web site at: http://www.ustreas.gov/offices/enforcement/ofac. I have signed and dated this form.

Required Signature

_____ _____
Participant Signature **Date**

Please return this form to:

Your registered representative at your local service center.

Managed Account Service Agreement

Please read the following terms and conditions carefully before using or enrolling in the managed account service. Your use of the managed account service will signify your consent to be bound by the terms and conditions set forth in this Agreement.

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 of the cancellation date. 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) on the Retirement Account Update 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, 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 AGREEMENT

If you agree to the terms and conditions set forth herein, complete the Retirement Account Update 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® is a service mark of Great-West Life & Annuity Insurance Company. All rights reserved.

Form# G3890MASA (02/01/06)