

Participant Enrollment Governmental 457(b) Plan

County of Los Angeles Deferred Compensation and Thrift Plan (Horizons)

98996-01

Participant Information

Last Name	First Name	MI			Soc	ial Security Number	
Mailing Address			Employee Number				
City	State	Zip Code				E-Mail Address	
()	()		Мо	Day	Year	□ Female	□ Male
Home Phone	Work Pho	one	Da	ate of Bir	th	□ Married	□ Unmarried

Statement Delivery - Participant quarterly statements are sent regular mail via the U.S. Postal Service. If you prefer an environmentally friendly alternative, please visit www.countyla.com for fast and easy enrollment in our Online File Cabinet service.

Contribution Information

You are eligible to contribute 1% - 100% of your Annual Eligible Earnings. However, you should be aware there are restrictions if you attempt to defer 100% of your Eligible Earnings in any one month. A contribution of 100% of your Eligible Earnings may result in a loss of County match. Refer to your Horizons Plan for these restrictions.

To receive the full County matching contribution of 4%, you must contribute to the Horizons Plan a dollar amount at least equal to 4% based on your regular earnings, as defined by the Horizons Plan. Refer to the calculation worksheet.

□ I elect to contribute _____% (per pay period) of my Eligible Earnings as before-tax contributions to the 457 Horizons Plan until such time as I revoke or amend my election.

 Payroll Effective Date:
 01
 Date of Hire:
 Image: Mode of Hire:

 Mo
 Day
 Year
 Mo
 Day
 Year

Investment Option Information (applies to all contributions) - Please refer to your Fund Data Booklet in your Enrollment Brochure for information regarding each investment option.

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 will refer to the fund's prospectus and/or disclosure documents for more information.

INVESTMENT OPTION				INVESTMENT OPTION			
NAME	TICKE	R CODE	%	NAME TI	CKER CODE <u>%</u>		
Horizons 2010 Target Date Fund	N/A	LCH010		Horizons Retirement Income Fund N/A	LCHINC		
Horizons 2015 Target Date Fund	N/A	LCH015		Horizons Non-U.S. Equity FundN/A	LCHINT		
Horizons 2020 Target Date Fund	N/A	LCH020		Horizons Small Cap Equity FundN/A	LCHSMC		
Horizons 2025 Target Date Fund	N/A	LCH025		Horizons Mid Cap Equity Fund N/A	LCHMID		
Horizons 2030 Target Date Fund	N/A	LCH030		Horizons Large Cap Equity FundN/A	LCHLRG		
Horizons 2035 Target Date Fund	N/A	LCH035		Horizons Balanced FundN/A	LCHBAL		
Horizons 2040 Target Date Fund	N/A	LCH040		Horizons Bond FundN/A	LCHBND		
Horizons 2045 Target Date Fund	N/A	LCH045		Horizons Inflation Protection Fund N/A	LCHTIP		
Horizons 2050 Target Date Fund	N/A	LCH050		Bank Depository FundN/A	LCHBNK		
Horizons 2055 Target Date Fund	N/A	LCH055		Horizons Stable Income Fund N/A	LC-SIF		
				MUST INDICATE WHOLE PERCENTAG	ES = 100%		

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Last Name	First Name	M.I.	Social Security Number	Number

Plan Beneficiary Designation

This designation is effective upon execution and delivery to Service Provider at the address below. 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 law.

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 100.00%. The number of primary or contingent beneficiaries you may name is not limited. Attach an additional sheet, if necessary.

A spouse or registered domestic partner is automatically the primary beneficiary of an employee's retirement plan death benefits. If you are married or are in a registered domestic partnership, you may not designate a primary beneficiary other than your spouse or registered domestic partner consents by signing below in the presence of a notary. If you are not married or in a registered domestic partnership now, but become married or enter into a registered domestic partnership in the future, your spouse or registered domestic partner will automatically be entitled to their interest in this account from the time of marriage or registered domestic partner designated beneficiaries other than your spouse or registered domestic partner will be entitled to the remainder of the death benefit account as you direct.

Primary Beneficiary

#1					
	% of Account Balance	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	()				
	Phone Number (Optional)				
#2					
	% of Account Balance	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	()				
	Phone Number (Optional)				
#3					
	% of Account Balance	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
	()				
	Phone Number (Optional)				
Co	ntingent Beneficiary				
#1					
	% of Account Balance	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
	()				
	Phone Number (Optional)				
#2					
	% of Account Balance	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
	()				
	Phone Number (Optional)				

#3

Phone Number (Optional)

				98990-01
Last Name	First Name	M.I.	Social Security Number	Number

Spousal/Registered Domestic Partner Consent for Beneficiary Designation

For Residents of all states (except California), please have your notary complete the section below.

Notice to California Notaries using the California Affidavit and Jurat Form the following items must be completed by the notary on the state notary form: the title of the form, the plan name, the plan number, the document date, the participant's name and participant spouse's name. The notary forms not containing this information will be rejected and it will delay this request.

I, (name of spouse) _______, the current spouse of the participant, hereby voluntarily consent to the participant's primary beneficiary designation above and understand its effect. I understand that my spouse's beneficiary designation means that I will not receive 100% of his or her vested account balance under the Plan and that my spouse's election is not valid unless I consent to it. I understand that my consent is irrevocable unless my spouse changes the beneficiary designation, or designates me to receive 100% of his or her vested account balance.

Spouse's/Domestic Partner's Signature

Date

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

NOTE: Notary seal must be visible, if applicable.

State of)	The consent to this request was subscribed and sworn to (or affirmed) before me on this	day
) ss.	of, year, by(na	ame of
County of)	spouse/domestic partner) proved to me on the basis of satisfactory evidence to be the person who ap	peared
		before me, who affirmed that such consent represents his/her free and voluntary act.	

SEAL

00000 01

Notary Public

____ My commission expires ____

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

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Last Name	First Name	M.I.	Social Security Number	Number

Signature(s) and Consent

Participant Consent

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 the Plan and Trust retaining all monies received and allocating them to the default investment option selected by the Plan. 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 for which I have most recently selected. 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 be only processed from the date of notification forward and not on a retroactive basis. I have completed, understand and agree to all pages of this Participant Enrollment form and Plan Agreement I hereby authorize the County to reduce my paycheck by the percentage indicated in the payroll information section and to contribute that amount to the Plan on my behalf.. 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 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.

Important Notice: If you are married and the Plan is subject to spousal consent requirements under ERISA and/or the Plan Document, you must have your spouse's signature notarized to designate a primary beneficiary other than your spouse or in addition to your spouse.

 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

 PO Box 173856

 Denver, CO 80217

 Phone #:
 1-800-947-0845

 Fax #:
 1-866-745-5766

 Web site:
 www.countyla.com

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, Corporate Headquarters: Greenwood Village, CO; Great-West Life & Annuity Insurance Company of New York, Home Office: NY, 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.

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DEFERRED COMPENSATION AND THRIFT PLAN AGREEMENT

THIS AGREEMENT is between the COUNTY OF LOS ANGELES, a political Subdivision of the State of California (County) and the participating employee (Employee).

The County has established a Deferred Compensation and Thrift Plan under Los Angeles County Code, $\frac{5.25}{5.25}$ et. sq. (Plan) for the benefit of its employees, recognizing that the income tax advantages of this agreement to the Employee constitute a benefit to the County by retaining key personnel in its employment.

The Employee desires to enter the plan by executing this agreement requesting deferral of a portion of the Employee's salary and payment of the resulting benefit to the Employee or Employee's beneficiary(ies) at the time of employment termination, retirement, or death.

In consideration of the mutual promises and obligation contained herein, the parties agree as follows:

- 1a. By signing this agreement, I hereby agree to become a participant in the Deferred Compensation and Thrift Plan (Horizons) of the County of Los Angeles (hereafter referred to as the Plan) pursuant to the provisions of the Los Angeles County Code, §5.25 et. sq., a copy of which is incorporated by reference.
- 1b. Failure to enter a date of entry in Next Payroll Period under Contribution Information will result in the next permissible date of entry following acceptance of valid receipt of your Participation Agreement.
- 2. County agrees to contribute to the Plan trust the amount specified by the Employee and do all things required of the County in the Plan.
- 3a. All funds and assets, including interest in the Plan, shall remain an asset of the Trust and shall be subject to the Trust ownership until the time the funds or assets are distributed to the Employee or Employee's beneficiary(ies) in accordance with the provisions of the Plan.
- 3b. I understand and acknowledge that my selection of investment funds offered by the Plan is my sole responsibility and shall constitute an exercise of control over the assets of my Investment Account under the Plan. By exercising such control, I understand that I am releasing and agreeing, on behalf of myself and my heirs and beneficiaries, to indemnify and hold harmless the County, the Board of Supervisors, the Administrative Committee, the Trustee, any Service Provider and any agent, office or employee of any of them, from and against any claim, demand, loss, liability, costs or expenses (including reasonable attorneys' fees) caused by or arising out of such exercise of control, including without limitation any diminution in value or losses incurred from such exercise. 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 on the first page of this form.
- 4. I specifically agree and acknowledge that the investment funds and assets held in the Deferred Compensation Fund may be invested by the Trust. The Committee has the right to select investments under the Plan. The Employee is solely responsible for selecting his investments and the Employee waives any right with regard to the type of investment options offered under the Plan.
- 5. All Deferred Compensation credited to the Employee, including interest and accumulations, shall be distributed to the Employee, or in case of the Employee's death to the Employee's beneficiary(ies), by the Plan in accordance with the terms of the Plan as it exists at the time of distribution.
- 6a. The County shall not be responsible for any investment loss due to investment of the assets by the participant in any of the investment fund options offered under the Plan nor shall the County be required to replace any loss incurred by the participant in such investments.
- 6b. I understand and acknowledge that all payments and values, when based on the investment experience of a mutual fund, are not guaranteed and the value of my account will fluctuate according to the performance of the underlying fund(s). I understand that the maximum annual limit on contributions is determined under the Plan Document and County and Internal Revenue Code. I understand that it is my responsibility for monitoring 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.
- 7. My rights under this agreement shall not be assigned, transferred, or encumbered, nor shall they be subject to attachment, execution, or process of any of the Employee's creditors. Except as provided, this agreement shall be binding upon the parties hereto, their heirs, assigns, executors, administrators, and successors in interest.
- 8. I understand that the Internal Revenue Code imposes restrictions on the availability of funds contributed to and accruing under a §457 Deferred Compensation Plan. I understand that such funds cannot be distributed to me prior to the occurrence of one of the following:
 - Separation from service with employer (due to total disability, retirement, death of participant, or otherwise); or
 - Unforeseeable emergency;
 - De minimis Amount; or
 - Purchase of Service Credit

9. Condition of Understanding - Emergency Withdrawals

It has been explained and I understand that this Plan is not intended to replace an adequate savings program necessary to cover day-to-day expenses and that distributions from the Plan generally may not be made before I separate from service with the County.

However, I understand that the County, in its sole discretion, subject to the rules in the Internal Revenue Code, may permit an Employee to make a premature withdrawal from the Plan to meet an unforeseeable emergency. An unforeseeable emergency is

defined as a severe financial hardship to the Employee (or dependent) resulting from an unexpected illness or accident, loss of property due to casualty, or similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Employee.

I further understand that I am required to submit my request to the Plan Administrator using the form designated for this purpose with adequate supporting documentation detailing the circumstances of the emergency and the dollar amount necessary to eliminate this hardship.

I understand that additional terms and conditions of understanding for hardship withdrawals will be provided to me in the event I apply for a hardship withdrawal.

DISTRIBUTION OF DE MINIMIS AMOUNT

Subject to the terms of the Plan, a participant may be able to receive a distribution from the Plan prior to separation from service only if (1) the total amount payable to the participant under the Plan does not exceed \$5,000.00, (2) no amount has been deferred by the participant under the Plan during the two year period ending on the date of distribution, (3) there has been no prior distribution to such participant under this provision and (4) the participant is still an active employee of the County.

NOTE ON CONTRIBUTION

No compensation can be deferred for any calendar month unless the deferral was agreed to before the beginning of such month. Tax penalties may arise if a Participant's deferred amounts exceed permitted legal ceilings. To the extent available information permits, the Plan will be administered so as to prevent any Participants from deferring income in excess of permitted limits. However, it is the Participant's responsibility not to exceed the maximum amount of compensation that may be deferred in a calendar year. The maximum annual contribution includes participant deferrals and any County matching contributions. The maximum amount which may be contributed in a calendar year is the lesser of 100% of annual includible compensation or the IRS limit. The IRS limit is \$13,000.00 in 2004 increased in \$1,000.00 increments until 2006, then indexed in \$500.00 increments. For Participants over age 50, the annual contribution limit is increased by \$3,000.00 in 2004, increased in \$1,000.00 increments until 2006. These limits may be increased to reflect unmade allowable contribution amounts from prior years during one or more of a Participant's last three taxable years ending before he/she attains normal retirement age, as defined by the Plan, not to exceed twice the annual contribution limit. The maximum must include amounts contributed under any other \$457 Plan.

the Voice Response System / WEB SITE

As a participant in the County of Los Angeles Plan, you are able to obtain information and make changes to your account 24 hours a day, 7 days a week by accessing our voice response system, the Voice Response System, at 1-800-947-0845 and/or the Web site at www.countyla.com.

National Service Provider hours are between 7:00 a.m. and 5:00 p.m. Pacific Time. Local Service Provider hours are between 8:30 a.m. and 5:00 p.m. Pacific Time.

- Changes to the investment of future contributions are effective the next business day. Note that the allocation on file one business day prior to the monthly contribution date will be used for allocating contributions.
- Transfer requests received prior to 1:00 p.m. Pacific Time on business days will be completed at the close of that business day. Transfer requests received after 1:00 p.m. Pacific Time on business days, anytime on non-business days, or days the market closes early will be initiated at the close of the next business day.

For transactions on the Voice Response System and the Web site, we are required to act on your instructions, and neither Los Angeles County nor the Service Provider will be liable for any investment loss, liability, cost, or expense for implementing any such instructions. the Voice Response System or the Web site will implement instructions only when proper identification is simultaneously provided. This identification will consist of your Social Security number and personal identification number.