

# **APPLICATION FOR RETIREMENT/DROP/POST DROP**

Name:					
Address:		Sex:	Female	Male	
City:		Social Security #:			
State:	Zip Code:	Employer Parish:			
Home Number:		Date of Birth:			
Work Number:		Date of Employme	ent:		
Cell Number: Date of Last Active Payroll: ( <i>Retiring Only</i> )					
Email Address: Date of Retirement:					
Marital Status: 🗌 Married 🗌 Never Married 🗌 Divord	eed 🗌 Widowed	Total Service Cree	lit:		
SE	LECTION OF BEN	EFIT (Choose Or	ne)		
<b>Regular Retirement</b>	Date of Participation	n in DROP begins:			
Post DROP Retirement	Length of Participat	ion:	(Not to exceed 36 months)		
(Only after completion of DROP)	IREMENT/DROP	POST DROP (	· · · · · · · · · · · · · · · · · · ·		
benefits cease upon the death of the retire	MAXIMUM PLAN - pays the largest monthly benefit allowable to the retiree, but makes no provision for a beneficiary. Under this plan, all benefits cease upon the death of the retiree, unless benefits paid to the member prior to death are less than the contributions made by the member prior to retirement. I hereby apply for retirement under the Maximum plan. (If married, a spouse must complete the spousal consent				
OPTION NO. 1 - if the retiree dies before contributions accumulated at the time of written designation, duly acknowledged a hereby apply for retirement under Op	his/her retirement, the balan and filed with the board of the	ce thereof shall be paid rustees at the time of h	to any person he/she shall hav is/her retirement, or, if none, to	e nominated by his/her estate. I	
OPTION NO. 2 - upon his/her death, the person he/she shall have nominated by w hereby apply for retirement under Op spouse must complete the spousal conse	ritten designation, duly ackn tion 2. (If married and if ye	nowledged and filed w	ith the board at the time of his/h	her retirement. I	
OPTION NO. 3 - upon his/her death, or paid to any person he/she shall have nom retirement. I hereby apply for retirement	inated by written designatio	n, duly acknowledged	and filed with the board at the	time of his/her	
OPTION NO. 4 - other benefit or benefit benefit or benefits, together with the redu retirement allowance and shall be approv designated for my beneficiary at my d	ced retirement allowance, sl ed by the board. I hereby a	hall be certified by the <b>pply for retirement u</b>	actuary to be of equivalent actunder Option 4. \$	-	
OPTION NO. 5 - the retiree may elect t spouse to whom he/she was married at th his/her lifetime. I hereby apply for retin	e time of his/her retirement,	· · · · · · · · · · · · · · · · · · ·	· ·		
SPOUSAL CONSENT/			gnature must be Notarized)		
I am legally married to the applicant and I co	nsent to the option selec	cted above.			
Signature of Spouse	Printed Name of Spouse		Date		
SWORN TO AND SUBSCRIBED BEFORE Parish of, this				,	
Notary ID # or Bar Roll # Notary Public	Name (Printed)	No	otary Public Name (Signature)		

	SPOUSAL	/BENEFICIARY IN	IFORMATION		
I hereby designate my benefici	iary under said Option Plan, to r	eceive benefits should I pred	ecease him/her.		
Name of Beneficiary:			Sex:		
Relationship to Member:			Date of Birth:		
Social Security Number:	ocial Security Number: Proof of age of beneficiary must accompany application if an option 2, 3, 4 or 5 is electronic application of the security Security Number:				
SIGNATURI		***IMPORTAN		<u>r.u.</u>	
• Any member ma		for retirement prior to the eff	ective date of said retirement; however a member cannot can	cel his	
	ome re-employed after your retir mployment to the retirement offi		office of a Clerk of Court, you and the Clerk are required by	/ law to	
	ibility of the member to submit a or do not want taxes withheld fr		olding Certificate (W4-P) to instruct the retirement office as	0	
his/her retiremen	nt, the balance remaining shall b	e paid to his/her designated	enefits equal to his/her accumulated contributions at the date beneficiary or, if none, his/her estate.		
<ul> <li>No changes in the benefit payment</li> </ul>	he options elected or the selectio t.	n of the option beneficiary s	hall be permitted after the retiree has received his/her initial n	nonthly	
Witness			I have read and understand the above statement a certify that the information provided herein is true correct to the best of my knowledge.		
Witness			correct to the dest of my knowledge.		
	Date		Signature of Applicant		
	CERTIFICATE	OF THE CLERK	FOR RETIREMENT		
			that the applicant has notified me of his/her desire		
terminate on the			her employee of my office, and that he/she will or at which time his/her salary and or earnings will o		
cease. I, further certify that if the employment.	he retiree is re-employed in	ı any capacity in my off	ice, I will immediately notify the Board of the date	e of ro	
employment.					
	Date		Signature of the Clerk of Court		
]	Date Parish of :		Signature of the Clerk of Court		
	Parish of :	ATE OF THE CLE			
Having read the above a	Parish of : CERTIFIC pplication for Deferred Ret	tirement Option Plan (D			
Having read the above age of the above age of the second s	Parish of : CERTIFIC pplication for Deferred Ret	tirement Option Plan (D I to continue for the leng	<b>RK FOR DROP</b> PROP), I hereby certify that the applicant is currently of participation in DROP indicated in this		
Having read the above a employed in my office an application. I have reviewed and certi	Parish of : CERTIFIC pplication for Deferred Ret ad employement is expected	tirement Option Plan (D I to continue for the leng	<b>RK FOR DROP</b> PROP), I hereby certify that the applicant is currently of participation in DROP indicated in this		
Having read the above a employed in my office an application. I have reviewed and certi	Parish of : CERTIFIC pplication for Deferred Ret ad employement is expected ified the above information Date Parish of :	tirement Option Plan (D l to continue for the leng n is correct to the best of	RK FOR DROP DROP), I hereby certify that the applicant is current gth of participation in DROP indicated in this f my knowledge. Signature of the Clerk of Court		
Having read the above a employed in my office an application. I have reviewed and certi	Parish of : CERTIFIC pplication for Deferred Ret ad employement is expected ified the above information Date Parish of :	tirement Option Plan (D I to continue for the leng	RK FOR DROP DROP), I hereby certify that the applicant is current gth of participation in DROP indicated in this f my knowledge. Signature of the Clerk of Court		
Having read the above a employed in my office an application. I have reviewed and certi	Parish of : CERTIFIC pplication for Deferred Ret and employement is expected ified the above information Date Parish of : FOR RET	tirement Option Plan (D l to continue for the leng n is correct to the best of	RK FOR DROP DROP), I hereby certify that the applicant is current gth of participation in DROP indicated in this f my knowledge. Signature of the Clerk of Court		

Forms may be faxed to the office but the original documents are required by mail for the application to be valid. Thank you.

Date Approved:



# Louisiana Clerks of Court Retirement and Relief Fund

10202 Jefferson Highway • Building A • Baton Rouge, Louisiana 70809 Phone: (800) 256-6660 • Phone: (225) 293-1162 • Fax: (225) 291-7859

# DEFERRED RETIREMENT OPTION PLAN (DROP) REQUEST FOR LUMP SUM DISTRIBUTION

**Before completing this form, please read the Special Tax Notice Regarding Plan Payment which is attached to this form.**					
Name:					
Address:		Sex:	Female	🗌 Male	
City:		Social Security #:			
State: Zip Code:		Employer Parish:			
Home Number:		Date of Birth:			
Cell Number:		Martial Status: 🗌 Married	Never Married Divo	rced 🗌 Widowed	
Work Number:		DROP Participation Exit Date:			
Email address:		Date of Retirement:			

In accordance with the provisions of the Louisiana Clerks' of Court Retirement and Relief Fund, request is hereby made for lump sum distribution of deferred retirement option plan (DROP) Funds. Federal Law permits a rollover of the lump sum DROP payment to an IRA or to another qualified retirement plan. If payment of this lump sum is not made directly to an IRA or to another qualified retirement plan, the Clerks of Court Retirement and Relief Fund is required by Federal Law to withhold twenty (20%) percent of this payment to be credited against your taxes. IF YOU ELECT TO ROLLOVER THIS LUMP SUM, PLEASE HAVE YOUR FINANCIAL INSTITUTION OF CHOICE SUBMIT A "LETTER OF ACCEPTANCE" OR "REQUEST TO TRANSFER" FORM WITH PAYMENT INSTRUCTIONS.

# PLEASE SELECT OPTION(S)

	I ELECT to have my DROP funds PAID DIRECT	LY to me less the twenty (20%) percent federal withholding:
		PARTIAL DISTRIBUTION \$
	- /	unds. (If this box is checked, please provide the name and address of the financial he "Letter of Acceptance" or "Request to Transfer" form to this application. )
	☐ FULL ROLLOVER/TRANSFER	PARTIAL ROLLOVER/TRANSFER \$
	Name of Financial Institute Accepting Rollover:	
	Address of Financial Institute:	
	option only applies to members retiring upo	my DROP account as computed by the System's Actuary. <b>Note: This</b> on completion of DROP or DROP Return to Work members who ore selecting this option, please fill out <i>"True-Life Annuity Benefit</i>
		_
Witness		
Witness		_

Signature of Participant

# **CERTIFICATE OF CLERK**

Having read the above request for lump sum distribution of deferred retirement option plan (DROP) funds, I hereby certify that the applicant has notified me of his/her desire to be relieved from active duty as a Clerk of Court, Deputy Clerk of Court, or other employee of my office, and that he/she will or did terminate on the \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20 \_\_\_\_\_, at which time his/her salary and or earnings will or did cease.

I, further certify that if the retiree is re-employed in any capacity in my office, I will immediately notify the Board of the dates of re-employment.

Date

Signature of the Clerk of Court

Parish of :



LOUISIANA CLERKS OF COURT RETIREMENT AND RELIEF FUND 10202 Jefferson Highway • Building A • Baton Rouge, Louisiana 70809 TELEPHONE (225) 293-1162 • (800) 256-6660 • FACSIMILE (225) 291-7859

# **True-Life Annuity Benefit Estimate**

(Allow 2 weeks for your estimate)

Member's Name:	Social Security Number: Date of Birth:
Member's Mailing Address: Street, City, State, Zip Cod	e:
Member's Contact Number:	Member's Email Address:
DROP balance to a true-life annuity. A fee of	or have funds invested with LAMP and retiring to con <b>\$150</b> made payable to the La. Clerks of Court Retirer
DROP balance to a true-life annuity. A fee of	
DROP balance to a true-life annuity. A <b>fee of</b> Relief Fund must accompany this form to pro	\$150 made payable to the La. Clerks of Court Retirer
DROP balance to a true-life annuity. A fee of Relief Fund must accompany this form to pro benefit.	<b>\$150</b> made payable to the La. Clerks of Court Retirer ceed the actuary calculation of a DROP true-life Annu
DROP balance to a true-life annuity. A fee of Relief Fund must accompany this form to pro benefit. DROP Exit Date:	<b>\$150</b> made payable to the La. Clerks of Court Retirer ceed the actuary calculation of a DROP true-life Annu

Member's Signature

Date

Please forward the completed form to the address above or:

- Email: info@laclerksofcourt.org
- Fax (225) 291-7859.

LACCRF

**PLEASE KEEP FOR YOUR RECORDS!** 

# SPECIAL TAX NOTICE REGARDING PLAN PAYMENTS

This notice contains important information you will need before you decide how to receive your benefits. This notice summarizes only the federal (not state or local) tax rules that might apply to your payment. The rules described below are complex and contain many conditions and exceptions that are not included in this notice. Therefore, you may want to consult with your professional tax advisor **before** you take a payment of your benefits from the plan. Also, you can find more specific information on the tax treatment of payments from qualified retirement plans in IRS Publication 575, "Pension and Annuity Income," and IRS Publication 590, "Individual Retirement Arrangements." These publications are available from your local IRS office or by calling (800) TAX-FORMS.

A payment from the Plan that is eligible for "rollover" may be taken in one or two ways:

- 1. PAID IN A "Direct Rollover" or
- 2. PAID TO YOU.

A Rollover is a payment of your plan benefits to your individual retirement account (IRA) or to another qualified employer plan. This choice will affect the tax you owe.

If you choose a **DIRECT ROLLOVER**:

- Your payment will not be taxed in the current year and no income tax will be withheld.
- Your payment will be made directly to your IRA or, if you choose, to another employer plans that accepts your rollover.
- Your payment will be taxed later when you take it out of the IRA or the employer plan.

If you choose to have your plan benefits **PAID TO YOU**:

- You will receive only eighty (80%) percent of the payment because the plan administrator is required to withhold twenty (20%) percent of the payment and send it to the IRS as income tax withholding to be credited against your taxes.
- Your payment will be taxed in the current year unless you roll it over. You may be able to use special tax rules that could reduce the tax you owe. However, if you receive the payment before age 59<sup>1</sup>/<sub>2</sub>, you also may have to pay and additional ten (10%) percent tax.
- You can rollover the payment to your IRA or to another employer plan that accepts your rollover within sixty (60) days of receiving the payment. The amount rolled over will not be taxed until you take it out of the IRA or employer plan.
- If you want to rollover one hundred (100%) percent of the payment to an IRA or an employer plan, you must find other money to replace the twenty (20%) percent that was withheld. If you rollover only eighty (80%) percent that you receive, you will be taxed on the twenty (20%) percent that was withheld and that is not rolled over.

# 1. PAYMENTS THAT CAN AND CANNOT BE ROLLED OVER

Payments from the plan may be "eligible rollover distributions." This means that they can be rolled over to an IRA or to another employer plan that accepts rollovers. The plan administrator should be able to tell you what portion of your payment is an "eligible rollover distribution." The following types of payment <u>cannot</u> be rolled over:

## Non-Taxable Payments

In general, only the "taxable portion" of your payment is an eligible rollover distribution. If you have made "after-tax" employee contributions to the plan (contributions before January 1, 2000), these contributions will be non-taxable when they are paid to you, and they cannot be rolled over. (After-tax employee contributions generally are contributions you made from your own pay that were already tax.

# **Payments Spread Over Long Periods**

You cannot rollover a payment if it is part of a series of equal (or almost equal) payments that are made at least once a year and that will last for:

- Your lifetime (or your life expectancy):
- Your lifetime and your beneficiary's lifetime (or life expectancies); or
- A period of ten (10) years or more.

# **Required Minimum Payments**

Beginning in the year you reach age seventy and one-half (70½), a certain portion of your payment cannot be rolled over because it is a "required minimum payment" that must be paid to you.

# 2. DIRECT ROLLOVER

You can choose a direct rollover of all or any portion of your payment that is an "eligible rollover distribution," (described above). In a direct rollover, the eligible rollover distribution is paid directly from the plan to an IRA or another employer plan that accepts rollovers. If you choose a direct rollover, you are not taxed on a payment until you later take it out of the IRA or the employer plan.

## Direct Rollover to an IRA

You can open an IRA to receive the direct rollover. (The term "IRA", as used in this notice, includes individual retirement accounts and individual retirement annuities.) If you choose to have your payment made directly to an IRA, contact an IRA sponsor (usually a financial institution) to find out how to have your payment made in a direct rollover to an IRA at that institution. If you are unsure of how to invest your money, you can temporarily establish an IRA to receive the payment. However, in choosing an IRA, you may wish to consider whether the IRA you choose will allow you to move all or a part of your payments to another IRA at a later date, without penalties or other limitations. See IRS Publication 590, "Individual Retirement Arrangements, "for more information on IRA's.

## Direct Rollover to a Plan

If you are employed by a new employer that has a plan, and you want to make a direct rollover to that plan, ask the administrator of that plan whether it will accept your rollover. If your new employer's plan does not accept a rollover, you can choose a direct rollover to an IRA.

# 3. PAYMENT PAID TO YOU

If you have the payment made to you, it is subject automatically to a twenty (20% percent income tax withholding. The payment is taxed in the year you receive it unless, within sixty (60) days, you roll it over to an IRA or another plan that accepts rollovers. If you do not roll it over, special tax rules may apply.

### Mandatory Withholding

If any portion of the payment to you is an eligible rollover distribution, the Plan is required by law to withhold twenty (20%) percent of that amount. This amount is sent to the IRS as income tax withholding.

**For Example:** If your eligible rollover distribution is \$10,000 only \$8,000 will be paid to you because the plan must withhold \$2,000 as income tax. However, when you prepare your income tax return for the year, you will report the fill \$10,000 as a payment from the plan. You will report the \$2,000 as tax withheld, and it will be credited against any income tax you owe for the year.

# Sixty-Day (60) Rollover Option

If you have an eligible rollover distribution paid to you, you can still decide to roll over all or part of it to an IRA or another employer plan that accepts rollovers. If you decide to roll over, you must make this rollover within sixty (60) days after you receive the payment. The portion of your payment that is rolled over will not be taxed until you take it out of the IRA or the employer plan.

You can roll over up to one hundred (100%) percent of the eligible rollover distribution, including an amount equal to the twenty (20%) percent that was withheld. If you choose to roll over one hundred (100%) percent, you must find other money within sixty (60%) days to contribute to the IRA (or the employer plan) to replace the twenty (20%) percent that was withheld. On the other hand, if you roll over only the eighty (80%) percent that you received, you will be taxed on the twenty (20%) percent that was withheld.

**For Example:** Your eligible rollover distribution is \$10,000, and you choose to have it paid to you. You will receive \$8,000 and \$2,000 will be sent to the IRS as income tax withholding. Within sixty (60) days after receiving the \$8,000, you may roll over the entire \$10,000 to an IRA or employer plan. To do this, you roll over the \$8,000 you received from the plan, and you will have to find \$2,000 for other sources (your savings, a loan, etc.). In this case, the entire \$10,000 is not taxed until you take it out of the IRA or employer plan. If you roll over the entire \$10,000, when you file your income tax return, you may get a refund of the \$2,000 withheld. If, on the other hand, you roll over only \$8,000, the \$2,000 you did not roll over is taxed in the year it was withheld. When you file your income tax return you may get a refund of part of the \$2,000 withheld.

## Additional Ten (10%) Percent Tax If You Are Under Age 59 1/2

If you receive a payment before you reach age 59  $\frac{1}{2}$  and you do not roll it over, then, in addition to the regular income tax, you may have to pay an extra tax equal to ten (10%) percent of the taxable portion of the payment. The additional ten (10%) percent tax does not apply to your payment if it is:

- 1. paid to you because you separate from service with your employer during or after the year you reach age 55,
- 2. paid because you retired due to disability,
- 3. paid to you as equal (or almost equal payment over your life or life expectancy (or you and your beneficiary's lives or life expectancies), or
- 4. used to pay certain medical expenses. (See IRS Form 5329 for more information on the additional ten (10%) percent tax.)

# 4. <u>DIRECT ROLLOVER BY QDRO, SURVIVING SPOUSE, NON SPOUSE</u> <u>BENEFICIARY</u>

A distribution to the plan participant's beneficiary generally isn't treated as an eligible rollover distribution. However, see Qualified domestic relations order (QDRO), Rollover by surviving spouse, and Rollovers by non-spouse beneficiary.

## Rollover of nontaxable amounts

You may be able to roll over the nontaxable portion of a distribution (such as your after-tax contributions) made to another qualified plan that is a qualified member plan or a 403(b) plan or to a traditional or Roth IRA. The transfer must be made either through a direct rollover to a qualified plan or (403)b plan that separately accounts for the taxable and nontaxable portions of the rollover or through a rollover to a traditional or Roth IRA.

### Qualified domestic relations order (QDRO)

You may be able to roll over tax free all or a portion of a distribution to a qualified retirement plan that you receive under a QDRO. If you receive the distribution as a member's spouse or former spouse (not as a nonspousal beneficiary), the rollover rules apply to you as if you were the member.

### Rollover by surviving spouse

You may be able to roll over tax free all or a portion of a distribution to a qualified retirement plan you receive as the surviving spouse of a deceased member. The rollover rules apply to you as if you were the member. You can roll over the distribution into a qualified retirement plan or a traditional or Roth IRA.

## Rollovers by nonspouse beneficiary

If you are a designated beneficiary (other than a surviving spouse) of a deceased member, you may be able to rollover tax free all or a portion of a distribution you receive from this plan. The distribution must be a direct trustee-to-trustee transfer to your traditional or Roth IRA that was set up to receive the distribution. The transfer will be treated as an eligible rollover distribution and the receiving plan will be treated as an inherited IRA.

Form **W-4P** Department of the Treasury

# Withholding Certificate for Periodic Pension or Annuity Payments

OMB No. 1545-0074

Give Form W-4P to the payer of your pension or annuity payments.

Internal Revenue Ser	vice					
Step 1:	(a) First name and middle initi	al	Last name	(b) Social security number		
Enter	Address					
Personal	Address					
Information	City or town, state, and ZIP cod	de				
	(c) Single or Married filin	ng separately				
	Married filing jointly or Qualifying surviving spouse					
	Head of household (C	Check only if you're unmar	rried and pay more than half the costs of keeping up a home for yo	urself and a qualifying individual.)		

**TIP:** Consider using the estimator at *www.irs.gov/W4App* to determine the most accurate withholding for the rest of the year if: you are completing this form after the beginning of the year; expect to receive your payments only part of the year; or have changes during the year in your marital status, number of pensions/jobs for you (and/or your spouse if married filing jointly), dependents, other income (not from jobs or pension/annuity payments), deductions, or credits. Have your most recent payment statements/pay stubs from this year available when using the estimator. At the beginning of next year, use the estimator again to recheck your withholding.

**Complete Steps 2–4 ONLY if they apply to you; otherwise, skip to Step 5.** See pages 2 and 3 for more information on each step, when to use the estimator at *www.irs.gov/W4App*, and how to elect to have no federal income tax withheld (if permitted).

Step 2:	Complete this step if you (1) have income from a job or more than one pension/annuity, or (2) are married filing					
Income From a Job	<ul> <li>jointly and your spouse receives income from a job or a pension/annuity. See page 2 for examples on how to complete Step 2.</li> <li>Do only one of the following.</li> <li>(a) Use the estimator at <i>www.irs.gov/W4App</i> for the most accurate withholding for this step (and Steps 3–4). If you or your spouse have self-employment income, use this option; or</li> <li>(b) Complete the items below.</li> </ul>					
and/or						
Multiple Pensions/ Annuities						
(Including a Spouse's Job/	(i) If you (and/or your spouse) have one or more jobs, then enter the total taxable annual pay from all jobs, plus any income entered on Form W-4, Step 4(a), for the jobs less the deductions entered on Form W-4, Step 4(b), for the jobs. Otherwise, enter "-0-"					
Pension/ Annuity)	(ii) If you (and/or your spouse) have any other pensions/annuities that pay less annually than this pension/annuity, then enter the total annual taxable payments from all lower-paying pensions/annuities. Otherwise, enter "-0-"					
	(iii) Add the amounts from items (i) and (ii) and enter the <b>total</b> here					

**TIP:** To be accurate, submit a new Form W-4P for all other pensions/annuities if you haven't updated your withholding since 2021 or this is a new pension/annuity that pays less than the other(s). Submit a new Form W-4 for your job(s) if you have not updated your withholding since 2019.

**Complete Steps 3–4(b)** on this form only if (b)(i) is blank **and** this pension/annuity pays the most annually. Otherwise, do not complete Steps 3–4(b) on this form.

Step 3:	If your total income will be \$200,000 or less (\$400,000 or less if married filing jointly):		
Claim	Multiply the number of qualifying children under age 17 by \$2,000 \$		
Dependent and Other	Multiply the number of other dependents by \$500		
Credits	Add other credits, such as foreign tax credit and education tax credits \$		
	Add the amounts for qualifying children, other dependents, and other credits and enter the total here	3	\$
Step 4 (optional): Other	(a) Other income (not from jobs or pension/annuity payments). If you want tax withheld on other income you expect this year that won't have withholding, enter the amount of other income here. This may include interest, taxable social security, and dividends .	4(a)	\$
Adjustments	(b) <b>Deductions.</b> If you expect to claim deductions other than the basic standard deduction and want to reduce your withholding, use the Deductions Worksheet on page 3 and enter the result here	4(b)	\$
	(c) Extra withholding. Enter any additional tax you want withheld from each payment .	4(c)	\$

Step 5:				
Sign				
Here	Your signature (This form is not valid unless you sign it.)		Date	
For Privacy	Act and Paperwork Reduction Act Notice, see page 3.	Cat. No. 10225T		Form <b>W-4P</b> (2025)

LOUISIANA CLERKS OF COURT RETIREMENT AND RELIEF FUND



10202 Jefferson Highway • Building A • Baton Rouge, Louisiana 70809 TELEPHONE (225) 293-1162 • (800) 256-6660 • FACSIMILE (225) 291-7859

# **DIRECT DEPOSIT FORM**

I (we) hereby authorize the Louisiana Clerks' Retirement and Relief Fund to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my (*Select one*)  $\Box$  <u>Checking Account</u>  $\Box$  <u>Saving Account</u>, indicated below and the depository named below, hereinafter called DEPOSITORY, to credit and/or debit the same to such account.

This authority is to remain in effect until the Louisiana Clerks' Retirement and Relief Fund has received **written notification** from me of its termination in such time and manner as to afford the Louisiana Clerks' Retirement and Relief Fund and the Depository a reasonable opportunity to act on it.

Signature of Member:		
Member's Name:		Date:
(Please Print Name)		
Member's Social Security Number:		Phone number:
Address:		
City:	State:	Zip Code:
Name as it appears on the bank ac	ecount:	
Depository Name (Bank, Cre	dit Union, etc.):	
Routing Number:		
Account Number:		

# PLEASE ATTACH A VOID CHECK WITH THIS APPLICATION

The check must have a 9 digit routing number on it. (bottom left corner)

# For Office Use Only

Transit/ABA #: \_\_\_\_\_

Account #: \_\_\_\_\_



EXECUTIVE DIRECTOR

# LOUISIANA CLERKS OF COURT RETIREMENT AND RELIEF FUND

10202 Jefferson Highway, Building A • Suite B-1 • Baton Rouge, Louisiana 70816 TELEPHONE (225) 293-1162 • (800) 256-6660 • FACSIMILE (225) 291-7859

**ENROLLMENT FORMS** 

FOR

# SELF-DIRECTED DROP PLAN

# **EMPOWER RETIREMENT SERVICES**

FORMS MUST BE COMPLETED AND RETURNED TO:

LA CLERKS OF COURT RETIREMENT & RELIEF FUND 10202 JEFFERSON HIGHWAY, BUILDING A BATON ROUGE, LA 70809



# LOUISIANA CLERKS OF COURT RETIREMENT AND RELIEF FUND

# **IRREVOCABLE WAIVER**

# \*\*Member must initial each paragraph for Irrevocable Waiver to be valid\*\*

I, Retirement	, acknowledge that Option Plan (DROP) account which are protected	I have certain rights regarding by Article X, Section 29 of the Log		ny Deferred
	I understand that I am waiving my righ traditional DROP account.	t to be in the Clerks' of Court R	Retirement and Relief Fun	d ("LCCR")
	I understand that by choosing to particip from the traditional DROP account to the		P), I must move 100% of	my balance
	I acknowledge my right to have my DROI no less than zero if I choose not to sign thi		arket investment rates guar	ranteed to be
	I make this irrevocable waiver of my cor Louisiana Constitution as it relates to m regards the interest earnings on my DROI at any time be able to change my mind aft	y subaccount in the SDP, includ account. I understand that the w	ing, but not necessarily li	imited to, as
	I acknowledge that, by choosing to partici state or the system, and that any returns myself and Great-West Retirement Service	and other rights of the plan are		
	I understand that by choosing to sign this other than my spouse without my spouse's		ate in the SDP, I can elect a	a beneficiary
	I understand that by signing this waiver, to of my beneficiary designations.	hen the Clerks' Retirement and R	elief Fund shall no longer	monitor any
	I agree that Great-West Retirement Servic of the Internal Revenue Code.	es and I shall be responsible for co	omplying with all applicab	le provisions
	I agree that if any violation of the Intern Retirement Services, it shall be the sole re the state or LCCR.			
	I understand that there shall be no liability state, LCCR, or its agents or employees, f in which I choose to place my subaccount	for any action taken by me for cho	ices I make in relationship	
	I understand that by signing this waive Constitution. My DROP, account balance Great-West Retirement Services. I fully knowingly assume this risk.	e will earn interest as returned by	my self-directed DROP a	account with
	_ I understand that, by signing this waiver, on my self-directed DROP account is nega		P account will be reduced	if the return
	_ I acknowledge that I may call the retirement signing this waiver.	nt system office and ask questions	or seek additional information	ation prior to
Signed in				
	(City)	,, (State)	(Month/Day)	(Year)
	(First Witness Signature)	(Membe	er's Signature)	
	(Second Witness Signature)			

MAIL FORMS TO:

Clerks of Court Retirement and Relief Fund 10202 Jefferson Highway, Building A Baton Rouge, LA 70809



95247-01

# Participant Enrollment 401(a) Plan

Participant Informatio	n			
Last Name	First Name	MI	Social Security	v Number
(The name provided MUS Provider.)	T match the name on file	with Service		
M	ailing Address		E-Mail Ad	dress
			□ Married □ Unmarried	🗅 Female 🗅 Male
City	State	Zip Code	Mo Day Year	Mo Day Year
Home Phone	Work Ph	ione	Date of Birth	Date of Hire
			Annual Income (Required for My	Total Retirement enrollment)
Check box if you prefer statements in Spanish.	to receive quarterly acco	ount	Do you have a retirement savings a employer or an IRA?  up Yes or  up	

Clerks' of Court Retirement and Relief Fund Self-Directed DROP Plan

# **Payroll Information**

□ I elect to contribute \$\_\_\_\_\_ (up to \$23,000.00) per pay period of my compensation as Before Tax contributions to the 401(a) Plan until such time as I revoke or amend my election.

## **My Total Retirement Information**

The My Total Retirement provided by Empower Advisory Group, LLC will automatically direct your investment elections and will rebalance your account periodically, as necessary. This election will be effective as soon as administratively feasible following receipt of your completed enrollment form and signed Advisory Services Agreement. By electing My Total Retirement, you agree to the fees associated with this service and understand the fees will be deducted from your account in accordance with the attached Advisory Services Agreement. If you prefer to make your own investment decisions and not participate in this service, simply select the Select My Own Investment Options box and enter your investment instructions in the Investment Option Information section.

#### **My Total Retirement:**

By checking this box, I elect to have my account professionally managed by Empower Advisory Group, LLC until such time as I cancel my enrollment in the service.

## -OR-

## Select My Own Investment Options:

□ I elect to direct my own investments.

I understand and agree that my employer and other Plan fiduciaries will not be liable for the results of my personal investment decisions.

Make your investment election for future deposits in the Investment Option Information section.

# Do not complete this section if you are electing to enroll in the My Total Retirement.

**Investment Option Information (applies to all contributions) -** Please refer to your communication materials 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.

Last Name	First N	Name		M.I.	Social Security Number		Number	
INVESTMENT OPTION			INVESTMENT OPTION					
NAME	TICKE	R CODE	%	NAME		TICKE	ER CODE	<u>%</u>
*Empower SecureFoundation Balanced Inv	N/A	SFBLGZ		Invesco A	merican Value R	N/A	VAV000	
Empower Lifetime 2015 Fund Inv	N/A	15ATZF		American	Century Equity Income Fund	N/A	EQ1000	
Empower Lifetime 2025 Fund Inv	N/A	25ATZF		American	Funds Growth Fund R3	N/A	AFG000	
Empower Lifetime 2035 Fund Inv	N/A	35ATZF		Empower	Large Cap Value Investor II	N/A	L11000	
Empower Lifetime 2045 Fund Inv	N/A	45ATZF		Empower	Large Cap Growth Inv	N/A	MJL000	
Empower Lifetime 2055 Fund Inv	N/A	55ATZF		Empower	S&P 500 Index Fund Inv	N/A	IN5000	
Artisan International Fund	N/A	AI000		Invesco C	omstock R	N/A	VSR000	
Empower International Growth Inv	N/A	MIW000		JPMorgan	US Research Enhanced Equity A	N/A	JDE000	
Empower International Value Inv	N/A	IEF000		MFS Rese	earch R3	N/A	<b>MFR000</b>	
Invesco Global A	N/A	<b>OGA000</b>		Empower	Bond Index Fund Inv	N/A	BI000	
Empower Real Estate Index Fund Inv	N/A	<b>REI000</b>		Empower	Federated Bond Fund Inv	N/A	<b>MBF000</b>	
ClearBridge Small Cap Growth A	N/A	<b>CBS000</b>		Empower	Multi-Sector Bond Inv	N/A	<b>CBF000</b>	
Delaware Small Cap Core A	N/A	DCC000		Empower	Global Bond Inv	N/A	GB000	
Empower S&P SmCap 600 Index Fund Inv	N/A	<b>MR2000</b>		Empower	US Govt Securities Fund Inv	N/A	<b>USG000</b>	
Empower Small Cap Value Inv	N/A	LSA000		PIMCO T	otal Return Admin	N/A	PTR000	
Ariel Appreciation Fund		APP000		Putnam H	igh Yield R	N/A	PHA000	
Empower Ariel Mid Cap Value Fund Inv	N/A	GF1000		Putnam Ir	acome A	N/A	PIN000	
Empower T Rowe Price MdCp Gr Fund Inv		TMC000		Empower	Guaranteed Fixed Fund	N/A	GFFL2	
Virtus Ceredex Mid-Cap Value Equity I	. N/A	RIG000		MUST I	NDICATE WHOLE PERCH	ENTAGES	=	= 100%

## **Plan Beneficiary Designation**

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

You may only designate one primary and one contingent beneficiary on this form. However, the number of primary or contingent beneficiaries you name is not limited. If you wish to designate more than one primary and/or contingent beneficiary, do not complete the section below. Instead, complete and forward the Beneficiary Designation form.

#### **Empower SecureFoundation**<sup>®</sup>

If I have elected Guaranteed Annual Withdrawals with a Joint Covered Person, my spouse must be my sole primary beneficiary.

Primary Beneficiary 100.00%		
% of Account Balance	Primary Beneficiary Name	Date of Birth
( )	Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clari,	fication.)
Phone Number (Optional)	□ Spouse □ Child □ Parent □ Grandchild □ Sibling □ My Estate □ A Trust □ Domestic Partner	□ Other
Contingent Beneficiary 100.00%		
% of Account Balance	Contingent Beneficiary Name	Date of Birth
( ) Phone Number (Optional)	Relationship (Required - If Relationship is not provided, request will be rejected and sent back for clarip	· · · · · · · · · · · · · · · · · · ·

### **Participation Agreement**

\*Empower SecureFoundation<sup>®</sup> - I understand that a Summary Disclosure Statement is attached to this form which contains information regarding the Guaranteed Lifetime Withdrawal Benefit. Additional documentation concerning the features associated with the Guaranteed Lifetime Withdrawal Benefit is available at www.louisianadcp.com. If you have any questions, please call your Service Provider at 1-866-696-8232.

**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 to determine when and/or under what circumstances I am eligible to receive distributions or make transfers.

**Investment Options -** If I elect to direct my own investments, 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 based on the experience of the investment options, may not be guaranteed and may fluctuate,

Domestic Partner

95247-01

				95247-01
Last Name	First Name	M.I.	Social Security Number	Number

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.

I understand if I elect to have my account managed by Empower Advisory Group, LLC, that my entire account, including any transfers or rollovers, will be professionally managed and I have not completed the Investment Option Information section. In the event investment option information is completed, my election to have my account professionally managed will override my investment option elections. Dollar cost averaging and asset allocation are not available if my account is professionally managed. I understand that the applicable fees will be deducted from my account. In order to enroll in the My Total Retirement, I understand that I must provide my date of birth, gender, marital status, state of residence and annual income. If any of this information is not provided, I understand that I will not be enrolled in the My Total Retirement.

**Compliance With Plan Document and/or the Code** - I agree that my employer or Plan Administrator 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.

My Total Retirement Fee - If you elect the My Total Retirement, a quarterly fee will be assessed. If you wish to cancel your enrollment in the future please call your Plan's Voice Response System number.

## Signature(s) and Consent

#### Participant Consent

I have completed, understand and agree to all pages of this Participant Enrollment form including the terms of the My Total Retirement Agreement.

## **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.

## After all signatures have been obtained, this form can be:

Uploaded electronically to:	OR	Sent regular mail to:	OR	Sent express mail to:
Login to account at		Empower		Empower
www.louisianadcp.com		PO Box 173764		8515 E. Orchard Road
Click on Upload Documents to submit		Denver, CO 80217-3764		Greenwood Village, CO 80111
$W_{2} = \frac{11}{2} + \frac{1}{2} + \frac{1}{$				

We will not accept hand delivered forms at express mail addresses.

Securities, when presented, are offered and/or distributed by Empower Financial Services, Inc., Member FINRA/SIPC. EFSI is an affiliate of Empower Retirement, LLC; Empower Funds, Inc.; and registered investment adviser Empower Advisory Group, LLC. This material is for informational purposes only and is not intended to provide investment, legal or tax recommendations or advice.

#### **ADVISORY SERVICES AGREEMENT**

This Agreement describes the terms and conditions applicable to the investment advice and management services (each a "Service" and collectively the "Services") offered by Empower Advisory Group, LLC ("EAG") and described below. EAG is a registered investment adviser and wholly owned subsidiary of Empower Life & Annuity Insurance Company of America ("EAIC"), which provides financial services and products under the brand name "Empower". EAG offers the Services to accounts (each an "Account" and collectively the "Accounts") held by investors participating in employer-sponsored retirement plans (each a "Plan") recordkept through Empower. By using the Services, you consent to be bound by these terms and conditions.

#### **DESCRIPTION OF SERVICES**

EAG offers the following two Services to your Account: Online Advice and the Managed Account service. You may receive all or some of the Services as determined by the Plan's sponsor. If you have multiple Accounts held with Empower, you must select which of the Services you will use for each Account.

<u>Online Advice</u>: Online Advice offers fund-specific investment advice to users who wish to manage their own Account but receive assistance in doing so. The investments recommended by Online Advice are based on information drawn from your Account profile and from the investment options available within your Account. You decide whether to implement the advice delivered through Online Advice.

- EAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock, unless your employer instructs EAG otherwise), self-directed brokerage accounts, guaranteed certificate funds, or employerdirected monies, or any other investment options that do not satisfy the methodology requirements of the subadviser who provides investment methodology to EAG.
- EAG is not responsible for any delays or limitations impacting Online Advice that are attributable to restrictions imposed by a third-party investment provider of an investment option within your Account.

<u>Managed Account service</u>: The Managed Account service offers users an investment management service under which investment professionals will select and allocate your Account among the available investment options. You will receive a personalized investment portfolio that reflects your retirement timeframe, life stages and overall financial picture, including, but not limited to, assets held outside your Account (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your Account. Changes that you make to your profile, such as outside assets, your intended retirement age or constraining your portfolio to a specific risk level, will generally apply to all your accounts held through Empower. Such changes may cause each managed account, whether managed by an affiliate of Empower or an unaffiliated third-party advisor, to be rebalanced and re-allocated. For taxable accounts, rebalancing or re-allocation transactions will typically have tax implications, as a result we'll send you tax forms for any capital gains and losses associated with the rebalancing activity. Generally, EAG will not provide advice for, recommend allocations of, or manage your outside accounts.

- Under the Managed Account service, EAG has discretionary authority over allocating your assets among the Plan's
  investment options without your prior approval of each transaction. EAG is not responsible for either the selection or
  maintenance of the investment options available within your Plan. Further, EAG is not responsible for any delays or
  limitations impacting the Managed Account service attributable to restrictions imposed by a third-party investment
  provider of an investment option within your Account.
- EAG does not provide advice for, or recommend allocations of, individual stocks (including employer stock, unless your employer instructs EAG otherwise), self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, or any other investment options that do not satisfy the methodology requirements of the subadviser who provides investment methodology to EAG. 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 subject to the Managed Account service will be monitored, rebalanced and reallocated periodically by EAG, according to the methodology of EAG's subadviser. You will receive an Account update statement periodically and can update your personal information at any time by calling EAG or by visiting the Plan website.

#### INFORMATION ABOUT PARTICIPATION IN THE SERVICES

Information Gathered to Provide the Services. You or your employer must provide all data that is necessary for EAG to perform its duties under this Agreement, including but not limited to: your date of birth, income, gender, and state of residence, which EAG may rely upon in providing the services to you. If the data supplied by you or your Plan sponsor, if applicable, does not meet the Managed Account service methodology requirements, we will attempt to contact you for updated information. If this is not completed, your enrollment in the Managed Account service may not be completed or may be terminated. Information that you provide in addition to the recordkeeping data sources, such as linking accounts manually, through account aggregation or linking multiple record-kept Employer plans through OneID/One Password in the Empower Personalized Experience, may all be used by the Services to help personalize your recommendations and projections. Please ensure manually entered assets are not already being included by the Services automatically as this may impact the recommendations and projections. If you participate in My Total Retirement, you will receive a Welcome Kit shortly after enrollment. You will also receive an account update statement periodically, providing you with a detailed analysis of your Account. Your account update statement will also confirm your personal data which is used to provide you with personalized investment management.

You are responsible for reviewing your account statements, transaction confirmations, and advisory services communications carefully for discrepancies or errors. Call your Plan's toll-free customer service number to notify EAG of any incorrect information including, but not limited to, current or future investment allocations, desired retirement age, investment risk level, and outside investment holdings.

You must notify EAG of any errors or discrepancies immediately. EAG is not responsible for corrections related to incorrect data provided by you or your Plan sponsor and is also not responsible for the correction of errors not reported in a timely manner.

<u>Fees Applicable to the Services.</u> Appendix A to this Agreement describes the fees applicable to the Services. You authorize EAG to deduct the billing period fee described in Appendix A. The fees are subject to change. EAG reserves the right to offer discounted fees or other promotional pricing.

## Investment Methodology. EAG generates investment recommendations under Online Advice and My Total

Retirement using an investment methodology generated by its independent subadviser (currently, Morningstar Investment Management LLC, herein "Morningstar"). EAG may change its subadvisor at any time. Using its proprietary methodology, Morningstar determines an appropriate asset level portfolio that best suits each user's situation using the investment options available for the Services. Your Account is monitored and rebalanced periodically among the available investment options. EAG will also provide various recommendations and projections for your Account using methodology developed by EAG or its affiliates including, but not limited to, savings rate advice and retirement income projections. The projections or other information generated by this process regarding the likelihood of various investment outcomes are hypothetical in nature, do not reflect actual investment results and are not guarantees of future results. Results may vary with each use and over time.

<u>Additional Fees May Apply.</u> Fees for the Services do not include the fees and expenses charged by the investment options to which your Account will be allocated. For more information about the fees assessed by investment options in your Account, including information about the options' expense ratios and share class, please review your Plan's investment option disclosure documents. Some Plan investment options may also charge redemption fees, which vary in amount and application by each applicable investment option. It is possible that transactions performed through the Services may result in the imposition of a redemption fee on one or more available investment options. Any such redemption fees are deducted from your account balance.

Conflicts of Interest. EAG has several conflicts of interest in providing services to your Account.

- <u>Investment advice and management services.</u> EAG's representatives may recommend that you use the Services for your Account. If you enroll in the Managed Account service, EAG will earn additional compensation, since you will pay fees to use the Service as described in Appendix A.
- <u>Increased fee income.</u> When you use the Services, EAG may recommend you increase contributions to the Plan, or implement other savings or investment strategies. EAG's affiliates provide a bundle of recordkeeping, trust, custody, brokerage, investment and other related services to your Plan and to related IRA products. If you pay for these services through an arrangement where our affiliates charge a direct fee, EAG's affiliates may receive additional fees for these services as a result of EAG's recommendations, because you may contribute, invest, or transact in more assets with EAG's family of companies.
- <u>Proprietary investment funds.</u> EAG's affiliates offer proprietary investment funds, and EAG may recommend or allocate your Account to our affiliates' proprietary investment funds, such as proprietary mutual funds and collective investment trusts. These investment funds generate additional income to EAG's family of companies. For our proprietary investment funds, fees compensate our affiliates for administering, managing, and supervising these funds.
- <u>Proprietary insurance products.</u> EAG's parent company, EAIC, offers proprietary insurance products for investment. EAG may recommend or allocate your Account to different types of EAIC insurance products and funding agreements. Most EAIC insurance products are annuity contracts that are structured either as a "general account" product or as a "separate account" product. If you invest in a general account product, which is an insurance product backed by the general account of an insurance company, EAG's affiliates generate revenue by retaining spread, which is the difference between actual earnings on contracts offered by the insurer, and the crediting rate declared and guaranteed by the insurer through the contract. EAG's affiliates may also receive different types of fee income if you invest in the general account or separate account products, as well as other third-party payments associated with investments held in the separate account.
- <u>Third-Party Payments.</u> EAG's affiliates receive payments from other firms, non-proprietary investment funds or products, or providers, such as revenue sharing payments, in connection with the investments made in your Account pursuant to our recommendation or investment management. For example, a mutual fund available through your Plan may make 12b-1 payments to EAG's affiliated broker-dealer based on your Account investment.
- <u>Representative Compensation</u>. EAG's representatives are generally paid a salary and a variable bonus. The bonus is based on a combination of the performance of Empower, as well as the representative's individual performance. Additionally, EAG has authorized Empower Financial Services, Inc. ("EFSI") and its licensed agents and registered representatives, to solicit, refer and market the Services to Plan sponsors and potential users. EFSI representatives may be compensated in part based on these solicitation activities, in accordance with applicable law.

For additional information about the Services, the methodology used to produce investment and other recommendations, compensation for EAG representatives or EAG's conflicts of interest, please see EAG's Form ADV and information available at www.empower.com.

<u>Cancellation</u>. Once enrolled in the Managed Account service, you will no longer be able to make investment allocation changes to your Account. You may cancel participation in the Managed Account service at any time online or by calling EAG. Once you have opted-out of the Managed Account service, you are responsible for managing your own Account. You will need to initiate your own allocation changes and/or transfers if you wish to change your investment allocations made by the Managed Account service.

<u>Proxy Voting.</u> EAG does not assume the responsibility to provide assistance or vote proxies or other issuer communications regarding your Account, or to exercise voting or other decision-making authority regarding proxies or other issuer communications. Correspondence regarding the matters described in this section will be handled in connection with the Plan's policies and service provider arrangements.

### STANDARD OF CONDUCT, LIABILITY AND INDEMNITY

EAG acknowledges that, as a registered investment adviser, it owes a fiduciary duty to customers with respect to investment advice it provides. EAG may also be a fiduciary to your Account pursuant to the Employee Retirement Income Security Act of 1974 ("ERISA"), depending on whether your Plan is subject to ERISA. EAG uses reasonable care, consistent with industry practice, in providing services to you. EAG, your Plan sponsor and/or the Plan recordkeeper, as applicable, 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 EAG may recommend or purchase for your Account, if applicable, are subject to various risks, including, without limitation; business, market, currency, economic, and political risks. By recommending allocations among the available investment options, we are not endorsing the selection of particular investment options available in your Plan.

EAG, the Plan sponsor and/or the Plan recordkeeper, as applicable, 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 EAG or its affiliates who provides services for your Account. Neither EAG nor your Plan sponsor will be liable to you for any losses resulting from your disclosure of your personal information or your password 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 Services.

You agree to indemnify, defend and hold harmless EAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors, your employer, the Plan administrator and/or recordkeeper, Plan sponsor, Plan trustees, Plan fiduciaries, their agents, employees, and contractors, as applicable, 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. YOU UNDERSTAND THAT IN NO EVENT WILL THE PLAN SPONSOR, EAG OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, 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.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, EAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, TIMELINESS, ACCURACY, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, EAG DOES NOT WARRANT THAT THE SERVICES OR CONTENT CONTAINED IN IT WILL BE UNINTERRUPTED, ERROR FREE, FULLY AVAILABLE AT ALL TIMES OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICES ARE FREE OF ERRORS OR OTHER HARMFUL CONTENT.

#### COMMUNICATIONS

EAG or its affiliates may provide any communications to you at your mailing address, or your e-mail address provided to us by you. You agree to not make any claims against EAG or its affiliates if you do not receive any communications sent to you. You agree to notify EAG promptly if your mailing address and/or e-mail address changes and to keep all account information, such as your mailing address and/or e-mail address. The website Terms of Service apply to your use of the customer website. You agree to receive electronic communications, including regulatory documents such EAG's Form ADV Part II, privacy notice and Form CRS, through the Empower website or other electronic media. EAG will not impose any additional charge to you for such electronic communication. You may opt-out of electronic communications by calling your Plan's toll-free customer service number.

#### **GENERAL TERMS**

EAG may not assign this Agreement (within the meaning of the Investment Advisers Act of 1940 ("Advisers Act") without your consent. You may not assign this Agreement. Unless otherwise agreed to in your Plan's agreement with EAG, 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. Please contact your Plan sponsor to determine proper venue for actions brought under this agreement. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This Agreement constitutes the entire Agreement between you and EAG 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 EAG 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 EAG. All terms and provisions of this Agreement will survive termination of the Agreement. This Agreement will automatically terminate upon termination of your Plan's agreement with EAG, or upon termination of your Plan's service agreement with its recordkeeper, if applicable. Nothing in this Agreement shall be construed to waive compliance with the Advisers Act, ERISA, if applicable, or any applicable rule or order of the Department of Labor under ERISA. EAG 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. EAG 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 Services shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of EAG's successor and assigns. EAG, 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).

#### INTELLECTUAL PROPERTY

All content provided as part of the Services, 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 Services.

#### ABOUT EMPOWER ADVISORY GROUP, LLC

Additional information about the services provided by EAG may be found in EAG's Form ADV Part II, which is available free of charge online at <u>www.adviserinfo.sec.gov</u> and <u>www.empower.com</u>, or upon request by calling your Plan's toll-free customer service number or by writing EAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

## SUPPLEMENT A

### FEES FOR THE SERVICE

Fees for each service are shown below. The chart below reflects the applicable billing period and annual fee amount.

Online Advice	Quarterly Fee	Annual Fee
	\$0.00	\$0.00
My Total Retirement		
Participant Account Balance	Quarterly Fee	Annual Fee
<u>&lt;</u> \$100,000.00	0.125%	0.50%
Next \$150,000.00	0.10%	0.40%
Next \$150,000.00	0.075%	0.30%
<u>≥</u> \$400,000.01	0.05%	0.20%

For example, if your account balance subject to My Total Retirement is \$50,000.00, the maximum annual fee is 0.50% of the account balance. If your account balance subject to My Total Retirement is \$500,000.00, the first \$100,000.00 will be subject to a maximum annual fee of 0.50% (quarterly 0.125%), the next \$150,000.00 will be subject to a maximum annual fee of 0.40% (quarterly 0.10%), the next \$150,000.00 will be subject to a maximum annual fee of 0.20% (quarterly 0.05%). For example, the maximum quarterly fee for an account balance less than \$100,000.00 (subject to maximum annual fee of 0.50%) would be 0.125% quarterly, as demonstrated above.

If you cancel participation in the service, the fee will be based on your participation in the My Total Retirement through the date of cancellation for asset-based fees. For dollar-based fees, the full billing period rate will be assessed notwithstanding the date of cancellation. If your Plan terminates its agreement with its recordkeeper, the fee will be debited based on your participation in the My Total Retirement through the date of such termination.

You can access our Privacy Policy via the link below: https://www.empower.com/privacy

You can access our ADV Disclosure Brochure via the link below: <u>https://dcprovider.com/EAG/EAG-ADV-Part-2A-Brochure-MIM-MAS.pdf</u>

# Empower SecureFoundation\* Group Fixed Deferred Annuity Contract Describing the Guaranteed Lifetime Withdrawal Benefit Issued by:

Empower Annuity Insurance Company of America

Before you choose this investment, you may wish to review the Disclosure Statement, which contains more information about the Empower SecureFoundation\* Group Fixed Deferred Annuity Contract (the "Contract") issued by Empower Annuity Insurance Company of America ("we," "us," "our," and "Empower"), a Colorado company, which describes the Guaranteed Lifetime Withdrawal Benefit ("GLWB" or "Benefit"). You can find the Disclosure Statement, the prospectuses for the Empower SecureFoundation\* mutual funds offered by Empower Funds, Inc., the disclosure memoranda for the Empower SecureFoundation\* trusts offered by Empower Trust Company, LLC, and other information online at www.louisianadcp.com. You may also request this information at no cost by calling 866-696-8232. This summary disclosure statement describes certain features, benefits, and risks of the GLWB. Capitalized terms used herein but not defined herein shall have the meaning ascribed to them in the Disclosure Statement.

The Contract is available for use with 401(k), 401(a), or governmental 457(b) retirement plans ("Retirement Plans"). Plan Participants in Retirement Plans who choose one of the following investment options (the "Covered Funds") will elect the GLWB for a fee:

- Empower SecureFoundation<sup>®</sup> Lifetime 2020 Fund
- Empower SecureFoundation® Lifetime 2025 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2030 Fund
- Empower SecureFoundation® Lifetime 2035 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2040 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2045 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2050 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2055 Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2060 Fund
- Empower SecureFoundation<sup>®</sup> Balanced Fund
- Empower SecureFoundation<sup>®</sup> Lifetime 2020 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2025 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2030 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2035 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2040 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2045 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2050 Trust
- Empower SecureFoundation® Lifetime 2055 Trust
- Empower SecureFoundation<sup>®</sup> Lifetime 2060 Trust
- Empower SecureFoundation<sup>®</sup> Balanced Trust

Note: Not all of the Covered Funds may be available in your Retirement Plan. Information about available Covered Funds is available online at www.louisianadcp.com, by contacting your Plan Sponsor, or by calling 866-696-8232. The Covered Funds are not issued by Empower. Empower Funds, Inc. and Empower Trust Company, LLC are the issuers of the Covered Funds and are affiliates of Empower.

#### What is the GLWB?

The GLWB is a payment of guaranteed income for the life of a designated person (the "Covered Person") based on your investment in one or more of the Covered Funds, provided specified conditions are met, regardless of how long the Covered Person lives or the actual performance or value of the Covered Funds. Specifically, if the value of the shares/units in the Covered Fund ("Covered Fund Value") equals zero as a result of Covered Fund performance, certain fees, and/or Guaranteed Annual Withdrawal(s) ("GAW"), we will make annual payments to the Covered Person for the rest of the Covered Person's life. The GLWB has no cash value and no surrender value.

The amount of the GAW may increase from time to time based on the Covered Fund Value. The amount of the GAW may decrease if you take an Excess Withdrawal either by: (i) taking any withdrawal during the Accumulation Phase; or (ii) taking a withdrawal during the GAW Phase that is greater than the GAW. These Excess Withdrawals will reduce your Covered Fund Value on a dollar-for-dollar basis and will adjust your Benefit Base by the ratio of the new Covered Fund Value (after the Excess Withdrawal) to the previous Covered Fund Value (after the GAW). For examples of these calculations, please refer to the Disclosure Statement.

The guaranteed income that may be provided by the GLWB is based on the age and life of the Covered Person (or if there are joint Covered Persons, on the age of the younger joint Covered Person and the lives of both Covered Persons) as of the date we calculate the first Installment. The Covered Person is either you or you and your spouse. Your spouse must be the 100% primary beneficiary under the Retirement Plan in order to be a joint Covered Person.

This does not constitute an offering in any jurisdiction in which such offering may not be lawfully made.

#### How does the GLWB work?

The GLWB has three phases: an "Accumulation Phase," a "GAW Phase," and a "Settlement Phase."

- The Accumulation Phase: During the Accumulation Phase, you may direct additional Contract Contributions to the Covered Fund(s), which establish the Benefit Base (this is the sum of all Contract Contributions minus any withdrawals and any adjustments made on the "Ratchet Date"), and take Distributions from your Account just as you otherwise would be permitted to (although Excess Withdrawals will proportionally reduce the amount of the Benefit Base). You are responsible for managing withdrawals during the Accumulation Phase. During the Accumulation Phase, the Benefit Base will be automatically adjusted annually on the Ratchet Date to the greater of: (a) the current Benefit Base; or (b) the current Covered Fund Value. During the Accumulation Phase, your Ratchet Date is the date of the anniversary that you elected the GLWB.
- The GAW Phase: After you (or if there are joint Covered Persons, the younger joint Covered Person) have turned age 55, then you can elect to begin to take GAWs and start the GAW Phase without reducing the Benefit Base. GAWs are withdrawals from your account value allocated to the Covered Fund(s) that do not exceed a specified annual amount. GAWs before age 59 ½ may result in certain tax penalties. During the GAW Phase, the Benefit Base will be automatically adjusted annually on the Ratchet Date to the greater of: (a) the current Benefit Base; or (b) the current Covered Fund Value. However, your GAW Percentage (GAW%) will not change unless you request a reset of the GAW%. You may not direct additional Contract Contributions to the Covered Fund(s) during the GAW Phase. During the GAW Phase, your Ratchet Date is the date you elected to begin receiving GAWs. If you are not fully vested in the Covered Funds, please see the Disclosure Statement for information on how vesting may affect GAWs.
- Settlement Phase: If the Covered Fund Value falls to zero as a result of Covered Fund performance, certain fees, and/or GAWs, the Settlement Phase will begin. During the Settlement Phase, we continue to make Installments to you for as long as you live. However, the Settlement Phase may never occur, depending on how long the Covered Person(s) lives and how well the Covered Fund performs. The Settlement Phase is the first time that we use our own money to make Installments to you. If the Covered Fund Value is less than the amount of the final Installment in GAW Phase, the initial payment in Settlement Phase may take up to seven days from the Installment Date.

The Installments that you receive when you are in the GAW Phase or Settlement Phase are determined by multiplying the vested Benefit Base by the GAW%, which is determined by the age of the Covered Person as of the date we calculate the first Installment. The GAW is based on a percentage of the Benefit Base pursuant to the following schedule:

Sole Covered Person	Joint Covered Person
4.0% for life at ages 55-64	3.5% for youngest joint life at ages 55-64
5.0% for life at ages 65-69	4.5% for youngest joint life at ages 65-69
6.0% for life at ages 70-79	5.5% for youngest joint life at ages 70-79
7.0% for life at ages 80+	6.5% for youngest joint life at ages 80+

The amount of the Installment equals the GAW divided by the number of payments per year under the elected Installment Frequency Option, which may be annual, semi-annual, quarterly, or monthly. As described in more detail in the Disclosure Statement, the amount of the Installments may increase on an annual basis during the GAW Phase due to positive Covered Fund performance and will decrease as a result of any Excess Withdrawals. If the Contract is terminated, all Installments will cease.

For more information and examples of how the GLWB works, please refer to the Disclosure Statement.

#### What protection does the GLWB provide?

By electing the GLWB as a source or potential source of lifetime retirement income or other long-term purposes, you receive two basic protections. Provided that certain conditions are met, you will be protected from:

- longevity risk, which is the risk that you will outlive the assets invested in the Covered Fund; and
- income volatility risk, which is the risk of downward fluctuations in your retirement income due to changes in market performance.

Both of these risks increase as a result of poor market performance early in retirement. Point-in-time risk, the risk of retiring on the eve of a down market, significantly contributes to both longevity and income volatility risk.

The GLWB does not guarantee that the Covered Fund will retain a certain value or that the value of the Covered Fund will remain steady or grow over time. Therefore, it is important to understand that while the preservation of capital may be one of your goals, the GLWB does not guarantee the achievement of that goal.

#### How much does the GLWB cost?

While the Contract is in force, we will calculate and deduct a Guarantee Benefit Fee from the Covered Fund Value on a monthly basis. It will be paid by redeeming the number of shares/units of the Covered Fund equal to the Guarantee Benefit Fee. The Guarantee Benefit Fee is calculated as a specified percentage of the Covered Fund Value at the time the Guarantee Benefit Fee is calculated. We reserve the right to change the frequency of the deduction, but will notify the Contract Owner (the Plan Sponsor or trustee) in writing at least thirty (30) days prior to the change. Because the Benefit Base may not exceed \$5,000,000, we will not charge the Guarantee Benefit Fee on an amount of the Covered Fund Value that exceeds \$5,000,000.

The Guarantee Benefit Fee compensates us for the costs and risks we assume for providing the GLWB (including marketing, administration, and profit). If we do not receive the Guarantee Benefit Fee (except during the Settlement Phase), including as a result of the failure of your Plan trustee or custodian to submit it to us, the Contract will terminate as of the date that the fee is due. We will not provide you with notice prior to termination of the Contract and we will not refund the Guarantee Benefit Fee upon termination of the Contract.

The guaranteed maximum, guaranteed minimum, and current Guarantee Benefit Fee we can charge for the GLWB is shown below.

- The maximum Guarantee Benefit Fee, as a percentage of the Covered Fund Value, on an annual basis, is 1.5%.
- The minimum Guarantee Benefit Fee, as a percentage of the Covered Fund Value, on an annual basis, is 0.70%.
- The current Guarantee Benefit Fee, as a percentage of the Covered Fund Value, on an annual basis, is 0.90%.

This does not constitute an offering in any jurisdiction in which such offering may not be lawfully made.

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We may change the current Guarantee Benefit Fee at any time within the minimum and maximum range described above upon thirty (30) days prior written notice to you.

The Guarantee Benefit Fee is in addition to any charges that are imposed in connection with advisory, custodial and other services, and charges imposed by the Covered Funds. Because the Covered Funds are offered by our affiliated companies, we may benefit indirectly from the charges imposed by the Covered Funds. Premium taxes may be applicable in certain states. Premium tax applicability and rates vary by state and may change. We reserve the right to deduct any such tax from premium when received.

#### How do you elect the GLWB?

You are required to elect the GLWB in connection with your allocation of some or all of your Account with the Covered Fund(s). However, the actual date of election of the GLWB will depend on which Covered Fund shares you choose. For the Empower SecureFoundation\* Lifetime Funds and the Empower SecureFoundation\* Lifetime Trusts, you will not be deemed to have actually elected the GLWB until the first business day of the year that is ten years prior to the date in the name of the fund and do not pay the Guaranteed Benefit Fee until the election is made. There is no minimum initial investment. You may allocate any amount to any Covered Fund. However, your Benefit Base is limited to \$5,000,000. The GLWB may only be elected by Plan Participants in Retirement Plans that offer the Covered Funds.

#### Can you cancel the GLWB?

You may cancel the GLWB by causing the Covered Fund Value or the Benefit Base of each Covered Fund to be reduced to zero prior to the Settlement Phase due to one or more Excess Withdrawals or by failing to pay the Guarantee Benefit Fee. We will not return any portion of the Guarantee Benefit Fee that has been collected.

#### What are the principal risks of the GLWB?

There are a number of risks associated with the GLWB as described below:

- If the Plan Sponsor selects a new record keeper, you may lose the GLWB.
- The Plan Sponsor may elect to cancel the Contract at any time or remove the Covered Funds from the Retirement Plan's investment options. If the Plan Sponsor takes either of these actions, you will lose the GLWB.
- Your Plan may not offer all necessary features for you to benefit from the GLWB. If your Plan does not offer all of the features or removes any features necessary for you to receive the benefit of the GLWB, you may not fully benefit from the GLWB and may not be able to begin GAWs.
- You may die before receiving payments from us or may not live long enough to receive enough income to exceed the amount of the Guarantee Benefit Fees paid.
- The Covered Funds may perform well enough so that you may not need the GLWB.
- You may need to make Excess Withdrawals, which have the potential to substantially reduce or even terminate the benefits provided by the GLWB. We are not required to warn you of Excess Withdrawals or other actions with adverse consequences.
- You may choose to cancel the GLWB prior to a severe market downturn.
- You might not begin making GAWs at the most financially beneficial time.
- If you move to another Retirement Plan record keeper or to an IRA that does not offer the GLWB, you may never receive any benefits.
- The deduction of the Guarantee Benefit Fee each month, while not affecting the performance of the Covered Funds, will negatively affect the growth of the Covered Fund Value.
- If the Covered Fund that you invest in becomes ineligible for the GLWB, you must Transfer the Covered Fund Value to another Covered Fund in order to keep the Contract in force. In the event that all Covered Funds become ineligible at our direction or are liquidated by the fund company, we will designate a new fund as a Covered Fund. The new Covered Fund may have higher fees and charges and different investment objectives/strategies than the ineligible Covered Fund.
- The Plan Sponsor may terminate the Contract upon 75 days written notice to Empower. If the Plan Sponsor terminates the Contract, then all benefits, rights, and privileges provided by the Contract, including without limitation, the GLWB, shall terminate.
- We may terminate the Contract upon 75 days (up to 90 days for certain plans that have at least \$250 million in plan assets) written notice to the Plan Sponsor. If we terminate the Contract, such termination will not adversely affect your rights, except that we will not permit additional Contract Contributions to the Covered Fund(s). However, we will accept reinvested dividends and capital gains.
- Any payments we are required to make under the GLWB will depend on our long-term ability to make such payments. The Covered Funds do not make payments under the GLWB.
- The Contract is not registered with the Securities and Exchange Commission or any state securities administrator.
- In no instance will the Guarantee Benefit Fee be refunded.

#### What is an example of the GLWB?

#### A note about the example:

- All Contract Contributions are assumed to be at the end of the year and occur immediately before the next Ratchet Date.
- All withdrawals are assumed to be at the beginning of the year and occur on the Ratchet Date.
- You are assumed to be fully vested.
- All positive investment performance of the Covered Fund is assumed to be net of investment management fees.
  - In the example, you have access to the Covered Fund Value until it is depleted:
    - If you die before the Covered Fund Value is depleted, the remaining Covered Fund Value would be available to your Beneficiary.
    - If you need to take a withdrawal in excess of the GAW, you may take up to the Covered Fund Value, which will be considered an Excess Withdrawal.

Assume you elect the GLWB at age 55 and start taking GAWs in annual Installments at age 65. Also, assume that the Covered Fund Value (net of investment management fees) increases by 5% in years 1 through 7, decreases by 10% in years 8 through 11, and increases by 5% thereafter.

This does not constitute an offering in any jurisdiction in which such offering may not be lawfully made.

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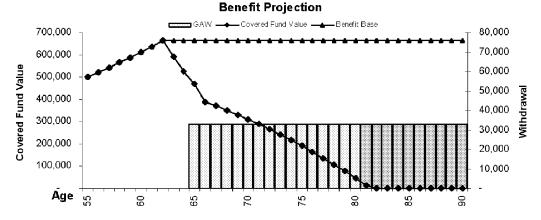
#### **Details:**

- Sole Covered Person
- Initial Covered Fund Value: \$500,000
- GAW Percent: 5%
- Guarantee Benefit Fee: 0.90%
- Changes in Covered Fund Value (net of investment management fees):
  - Years 1 through 7: 5%, Years 8 through 11: -10%, Years 12+: 5%

#### **Result:**

- Positive Covered Fund performance through year 7 results in a Covered Fund Value of \$662,407 on the Ratchet Date.
- The Benefit Base Ratchets to \$662,407.
- Covered Fund Value at the beginning of year 10 is \$468,552, but GAWs are based on the Benefit Base, which is \$662,407.
- $\circ$  GAWs are \$662,407 x 5% = \$33,120.
- You annually withdraw \$33,120 from the Covered Fund until about age 81 when the Covered Fund is depleted:
  - At age 81, the Covered Fund Value is \$13,326.
    - The GAW results in the withdrawal of the \$13,326 which depletes the Covered Fund and you are now in Settlement Phase. We provide the remaining \$19,794 necessary to make the Installment \$33,120.
- We continue to pay Installments of \$33,120 each year for your life.

#### **Illustration:**



#### Is the GLWB right for you?

The GLWB may be right for you if you believe that you may outlive your retirement investments or are concerned about market risk. If you believe that your retirement investments will be sufficient to provide for your retirement expenses regardless of market performance or your lifespan, then the GLWB may not be right for you.

The GLWB does not protect the actual value of your investments in your Retirement Plan or guarantee the Covered Fund Value. For example, if you invest \$500,000 in a Covered Fund, and your Covered Fund Value has dropped to \$400,000 on the Initial Installment Date, we are not required to add \$100,000 to your Covered Fund Value. Instead, the GLWB guarantees that when you reach the Initial Installment Date, you may begin GAWs based upon a Benefit Base of \$500,000, rather than \$400,000 (so long as specified conditions are met).

The GAWs are made from your own investment. We start using our money to make Installments to you only if your Covered Fund Value is reduced to zero due to Covered Fund performance, the Guarantee Benefit Fee, certain other fees that are not directly associated with the GLWB, and/or GAWs. We limit our risk under the GLWB in this regard by limiting the amount you may withdraw each year to your GAWs. If you need to take Excess Withdrawals, you may not receive the full benefit of the GLWB.

If the return on your Covered Fund Value over time is sufficient to generate gains that can sustain constant GAWs, then the GLWB would not have provided any financial gain to you. Conversely, if the return on your Covered Fund Value over time is not sufficient to generate gains that can sustain constant GAWs, then the GLWB would be beneficial to you. You should consider the payment of the Guarantee Benefit Fee (which is in addition to any fee paid for the Covered Fund) relative to the benefits and features of the GLWB, your risk tolerance, and proximity to retirement.

The Covered Funds are managed by an investment adviser affiliated with us, which may have an incentive to manage the funds in a way to reduce volatility of the funds' returns in order to lower the amounts that we have to pay under the Contract. Offering the Contract in connection with your investment in the Covered Funds, therefore, may subject us to a potential conflict of interest. Reducing volatility may have the effect of lowering the returns of the Covered Funds relative to other funds. This may suppress the value of the benefits provided by the Contract because your Benefit Base will reset only when your Covered Fund Value is higher than your Benefit Base. We took into account the Covered Funds' use of strategies to lower volatility when we selected them for use with this Contract. In addition, each of the Covered Funds is a fund of funds, for which you will pay fees at both fund levels, which will reduce your investment return.

As an alternative to electing the GLWB, if you elect to annuitize your Covered Fund Value into a fixed annuity prior to the Settlement Phase, the GLWB will terminate and the Guarantee Benefit Fee will not be refunded. Fixed annuity payments may be less than payments guaranteed by the GLWB, and participation in the Contract may not be appropriate if you plan to annuitize.

You should discuss your investment strategy and risk tolerance with your financial advisor before purchasing the GLWB.

This does not constitute an offering in any jurisdiction in which such offering may not be lawfully made.

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#### How is the Contract sold?

Empower Financial Services, Inc. serves as a marketing agent for the Contract. Empower Financial Services is registered as a broker-dealer with the Securities and Exchange Commission, as well as with the securities administrators in the states in which it operates, and is a member of the Financial Industry Regulatory Authority ("FINRA"). Empower Financial Services may enter into selling agreements with unaffiliated broker-dealers to sell the Contract. At times, Empower Financial Services may make cash and non-cash payments to selling firms for certain expenses. We do not pay commissions to Empower Financial Services or to the unaffiliated broker-dealers in connection with the sale or solicitation of the Contract. Empower Financial Services and its affiliates may receive payments from affiliates of the selling firms that are unrelated to the sale of the Contract.

Empower Financial Services makes the Contract available through both affiliated and unaffiliated registered representatives who are registered with FINRA and with the states in which they do business. These registered representatives are also licensed as insurance agents in the states in which they do business and are appointed with us. We may provide non-cash compensation in the form of training and education programs to registered representatives of Empower Financial Services who sell the Contract as well as registered representatives of unaffiliated broker-dealers. Registered representatives of Empower Financial Services also sell other insurance products that we offer and may receive certain non-cash items, such as conferences, trips, prizes and awards under non-cash incentive compensation programs pertaining to those products. None of the items are directly attributable to the sale or solicitation of the Contract. Such compensation will not be conditioned upon achievement of a sales target. Finally, we and Empower Financial Services or other selling firms in circumstances in which such items are not preconditioned on achievement of sales targets.

#### What are the tax and ERISA considerations of electing the GLWB?

The GLWB is novel and innovative. While no definitive determinations have been issued to date, we understand that the Internal Revenue Service and the U.S. Department of Labor may be considering tax and ERISA issues associated with products similar to the GLWB. **Under the circumstances**, you should consult your legal counsel or tax advisor on the considerations of including the GLWB in your plan's investment options or electing the GLWB.

#### Can I rollover my GLWB to an IRA?

If the Empower SecureFoundation\* Group Fixed Deferred Annuity Certificate (or individual contract in certain states) that we issue in connection with IRAs (the "Certificate") has been approved in your state of residence and you are eligible and permitted by the terms of your Retirement Plan documents, you may rollover the proceeds of your tax deferred Retirement Plan, including the GLWB, to your IRA. To preserve the GLWB in your rollover, your IRA provider must offer one or more of the Covered Funds and the Certificate. If your rollover is from a tax-deferred Retirement Plan and you have previously elected the GLWB as part of your investments in your tax-deferred Retirement Plan, your new Benefit Base may be equal to your Benefit Base as it existed under your prior tax-deferred Retirement Plan immediately prior to your rollover. Your new Benefit Base after the rollover to the IRA will equal the Benefit Base you had under your tax-deferred Retirement Plan in the Covered Fund(s); (b) invest in a Covered Fund approved by the GLWB immediately prior to distribution from the tax-deferred Retirement Plan in the Covered Fund(s); (b) invest in a Covered Fund approved by Empower as described in the prospectus for the Certificate, unless the GLWB is in Settlement Phase; and (c) you Request the restoration of the Benefit Base as it existed under your tax-deferred Retirement Plan. To maintain the same Benefit Base, you must be in the same phase (i.e., Accumulation Phase, GAW phase, or Settlement Phase) that you were in at the time of the rollover or transfer after the rollover or transfer is complete. If you do not meet these requirements, a new Benefit Base will be established that is equal to your Covered Fund Value as of the date of the rollover and your Guarantee Benefit fee will be calculated as a percentage of your Covered Fund Value.

Your new Covered Fund Value after the IRA rollover will initially equal the Covered Fund Value as of the date of the rollover. We will calculate your Guarantee Benefit Fee as a specified percentage of your Covered Fund Value. The prospectus for the Certificate contains more information about the Certificate and rollovers.

This does not constitute an offering in any jurisdiction in which such offering may not be lawfully made.



Cle	erks' of Court Retirer	nent and Relief Fund Self-Directed DROP Plan	95247-01
For	· My Information		
	For questions regarding this Use black or blue ink when	s form, visit the website at www.louisianadcp.com or contact Service Provider at 1-800-937-760 completing this form.	)4.
А	Participant Information	ɔn	
	Account extension, if applica transferred to a beneficiary death, alternate payee du participant with multiple acco	ne to divorce or a	ligits)
	Last Name (The name provided MUST r	First Name         M.I.         Date of Birth           match the name on file with Service Provider.)         Date of Birth         Date of Birth	
	D Married D Ur	nmarried	
В	Beneficiary Designat	<b>ion</b> (Attach an additional sheet to name additional beneficiaries.)	
	Primary Beneficiary	Designation (Primary beneficiary designations must total 100% - percentage can be made out to t	wo decimal places.)
	See the attached exar or estate. %	mples on how to complete the below beneficiary designations if the beneficiary is a non-individu	al, such as a trust, charity
	% of Account Balance	Primary Beneficiary Name (Name of Individual, Trust, Charity, etc.)	Date of Birth or Trust Date
	Street Address () Phone Number (Optional)	City State Relationship ( <i>Required - If Relationship is not provided, request will be rejected and so</i> Spouse Child Parent Grandchild Sibling My Estate Domestic Partner	
	% % of Account Balance	Primary Beneficiary Name (Name of Individual, Trust, Charity, etc.)	Date of Birth or Trust Date
	Street Address () Phone Number <i>(Optional)</i>	City State Relationship ( <i>Required - If Relationship is not provided, request will be rejected and so</i> Spouse Child Parent Grandchild Sibling My Estate Domestic Partner	
	% % of Account Balance	Primary Beneficiary Name (Name of Individual, Trust, Charity, etc.)	/ / Date of Birth or Trust Date
	Street Address () Phone Number <i>(Optional)</i>	City State Relationship ( <i>Required - If Relationship is not provided, request will be rejected and so</i> Spouse Child Parent Grandchild Sibling My Estate Domestic Partner	
	Contingent Beneficia	ry Designation (Contingent beneficiary designations must total 100% - percentage can be made	out to two decimal places.)
	%		
	% of Account Balance	Contingent Beneficiary Name (Name of Individual, Trust, Charity, etc.)	Date of Birth or Trust Date
	Street Address () Phone Number <i>(Optional)</i>	City State Relationship ( <i>Required - If Relationship is not provided, request will be rejected and so</i> Spouse Child Parent Grandchild Sibling My Estate Domestic Partner	

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	Last Name	First Name		M.I.	Social Secu	rity Number	Number
В	Beneficiary Designat	ion (Attach an additional she	eet to name add	litional beneficia	ries.)		
	Contingent Beneficia	ry Designation (Continge	ent beneficiary	designations mu	st total 100% - p	ercentage can be m	ade out to two decimal places.)
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С	Participant Consent	for Beneficiary Designa	tion (Please s	ign on the 'Partici	pant Signature' lin	e below.)	
	above beneficiary design beneficiary designations	ations for my vested accour	nt in the event e the beneficia	of my death. I a	cknowledge an	d agree that it is m	of the Plan, I am making the y responsibility to monitor the nge in marital status, death of
	be allocated to the surviv as specified. If a conting designate beneficiaries, a	ving primary beneficiaries. C ent beneficiary predecease	Contingent ben s me, his or h nt to the terms	eficiaries will re er benefit will b of the Plan or	eceive a benefit be allocated to t applicable law.	only if there is no the surviving contine This designation is	uses me, his or her benefit will surviving primary beneficiary, ngent beneficiaries. If I fail to effective upon execution and ny designation.
		ally. Primary and continge					nd any amounts unpaid upon es can be divided up to two
	If I have elected Guarant	eed Annual Withdrawals wit	h a Joint Cove	ered Person, m	/ spouse must b	e my sole primary	beneficiary.
	Any person who pre	esents a false or fraudu	ulent claim i	s subject to	criminal and	civil penalties.	
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D	Delivery Instructions						
	Uploaded Electronically Login to account at www.louisianadcp.com Click on Upload Docume	- 	Sent Regu Empower PO Box 173 Denver, CC	3764 ) 80217-3764	OF	Empower 8515 E. Orcl	

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# This page is for informational purposes only - Do not return with the Beneficiary Designation form EXAMPLE BENEFICIARY DESIGNATIONS

# Example 1: Multiple Individuals as Beneficiaries

B Beneficiary Designation	ON (Attach an additional sheet to name additional	l beneficiaries.)					
Primary Beneficiary D	Primary Beneficiary Designation (Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)						
<ul> <li>See the attached examor estate.</li> </ul>	nples on how to complete the below beneficiary	designations if the beneficiary is	s a non-individual, such as a trust, charity				
33.33 %	John M. Doe		01/06/1954				
% of Account Balance	Primary Beneficiary (Name of Individual, Trust, Charity, etc.)		Date of Birth or Trust Date				
111 Elm Street	Anytown	MO	60000				
Street Address	City	State	Zip Code				
(XXX) XXX-XXXX	Relationship (Required - If Relai	tionship is not provided, request will i	be rejected and sent back for clarification.)				
Phone Number (Optional)	□ Spouse □ Child □ Par	ent 🗅 Grandchild 🔳 Sibling	My Estate A Trust Other				
	Domestic Partner						
33.33 %	Don M. Doe		01/06/1954				
% of Account Balance	Primary Beneficiary (Name of Individual, Trust, Charity, etc.)		Date of Birth or Trust Date				
222 North Avenue	Anytown	CA	90000				
Street Address	City	State	Zip Code				
(XXX) XXX-XXXX	Relationship (Required - If Relat	tionship is not provided, request will i	be rejected and sent back for clarification.)				
Phone Number (Optional)	□ Spouse □ Child □ Par	ent 🗅 Grandchild 🔳 Sibling	My Estate A Trust Other				
	Domestic Partner						
33.34 %	Michelle L. Doe		01/06/1957				
% of Account Balance	Primary Beneficiary (Name of Individual, Trust, Charity, etc.)		Date of Birth or Trust Date				
333 West Blvd	Anytown	CO	80000				
Street Address	City	State	Zip Code				
(XXX) XXX-XXXX	Relationship (Required - If Relai	tionship is not provided, request will i	be rejected and sent back for clarification.)				
Phone Number (Optional)	Spouse Child Par	ent 🗅 Grandchild 🔳 Sibling	My Estate A Trust Other				
	Domestic Partner						

### Example 2: Trust as Beneficiary

B Beneficiary Designation (Attach an additional sheet to name additional beneficiaries.)

Primary Beneficiary Designation (Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)

imary Beneficiary		Date of Birth
lame of Individual, Trust, Charity, etc.)		or Trust Date
Anytown	MO	60000
City	State	Zip Code
Relationship (Required - If Relation	onship is not provided, request will be r	rejected and sent back for clarification.)
□ Spouse □ Child □ Pare	ent 🗅 Grandchild 🗅 Sibling 🗆	🕽 My Estate 🔳 A Trust 🗅 Othe
-	City Relationship ( <i>Required - If Relati</i>	City State City City City City State Relationship ( <i>Required - If Relationship is not provided, request will be r</i> Spouse Child Parent Grandchild Sibling

# Example 3: Estate as Beneficiary

B Beneficiary Designation (Attach an additional sheet to name additional beneficiaries.)

Primary Beneficiary Designation (Primary beneficiary designations must total 100% - percentage can be made out to two decimal places.)

100 %	Estate of Anne Doe		/ /
% of Account Balance	Primary Beneficiary (Name of Individual, Trust, Charity, etc.)		Date of Birth or Trust Date
45 East Road	Anytown	MO	60000
Street Address	City	State	Zip Code
(XXX) XXX-XXXX	Relationship (Required - If Relation	nship is not provided, request will be	rejected and sent back for clarification.)
Phone Number (Optional)	Spouse Child Child Parel	nt 🗅 Grandchild 🗅 Sibling	■ My Estate
	Domestic Partner		

# This page is for informational purposes only - Do not return with the Beneficiary Designation form EXAMPLE BENEFICIARY DESIGNATIONS

# Example 4: Charity as Beneficiary

Primary Beneficiary	Designation (Primary beneficiary designations mu	ıst total 100% - percentage can be	made out to two decimal places.)
• See the attached exar or estate.	nples on how to complete the below beneficiary d	esignations if the beneficiary is a	a non-individual, such as a trust, charit
100 %	ABC Charity		/ /
% of Account Balance	Primary Beneficiary (Name of Individual, Trust, Charity, etc.)		Date of Birth or Trust Date
75 South Place	Anytown	CO	80000
Street Address	City	State	Zip Code
(XXX) XXX-XXXX Phone Number (Optional)			rejected and sent back for clarification.) □ My Estate □ A Trust ■ Other



# Retiree Benefits Enrollment & Change Form

			R	Retiree Infor	mation				
Full Name	:					Pa	rish:		
Address:									
Gender:	Gender: Social Security No.: Date of Birth:								
Marital Sta	atus:		Date of Retire	ment:					
Phone:			Are you disabled?Y	′esNo *If y	/es, you must subr	nit a waiver requ	est for Life		
			Enrollme	nt type (Plea	ase circle on	e)			
New Retir	ee Enro	llment Q	ualifying Event (Event Date	:)	Cancellation	Beneficiary Cha	nge		
Other:									
			Ben	efit Electior	ns - SELF				
Medical Option 1-HDHP       Medical Option 2 -PPO       Dental       Vision         United Advantage Medicare Insurance Plan (Med & RX combined)       Basic Retiree Life       Voluntary Life       \$5,000       \$10,000 ** \$4.75 per \$1,000 of coverage         I DECLINE ALL APPLICABLE COVERAGES OFFERED BY MY EMPLOYER – Medical, Dental, Vision, Voluntary Life & AD&D, and Voluntary Disability       Image: Coverage of the									
			Benefit I	Elections - D	DEPENDENT	S			
Enroll	Term	Change	Dependent Name	Date of Birth	SSN	Relationship	Medical	Dental	Vision
			Qualifying	Event / Cha	nge Informat	tion			
Name Ch	ange:	From:	Qualitying						
Address Change (New):									
Coverage Change:Add DependentDrop Dependent									
Reason:									
Cancellation of Coverage:									

# Retiree Benefits Enrollment & Change Form (page 2)

# Life Insurance - Beneficiary Election

If you name two or more Beneficiaries in a class (primary or contingent), two or more surviving Beneficiaries will share equally, unless you provide for unequal shares. The amounts must add up to 100% for each class (primary or contingent)

Class (check one)	Name	Relationship	Social Security#	Percentage
Primary Contingent				
Primary Contingent				
Primary Contingent				
Primary Contingent				

Emergency Contact Information							
Emergency Contact: Name	Relationship Phone #						
Other Insurance and/or Medicare							
Are you or any family members covered by any	other insurance plan?YesNo						
If yes, what coverage:MedicalMedicare SupplementDentalVision							
Please provide existing coverage information b Who is Covered?	elow:						
Effective Date:	Policy #:						
Policy Termination Date:	Insurance Carrier:						
Are you or your spouse currently enrolled in Medicare	?YesNo (please provide copy of Medicare ID card)						
If yes, who?SelfSpouseBoth	What part?Part APart BPart A & B						

# **Disclaimer and Signature**

I hereby certify that this foregoing information is true and correct to the best of my knowledge. I hereby accept the form(s) of group insurance presently contracted for me by my prior employer with the Louisiana Clerks of Court Insurance Trust in the amount(s) for which I am or may become eligible and authorize until revoked by me in writing. I have read the same statements on this form.

#### **Retiree Signature:**

I understand and agree that any misstatement on this form may result in denial of benefits and/or termination of coverage/membership. I agree to be bound by the group contract's terms and conditions. I understand that this application is hereby made a part of the group contract. I understand any person who knowingly and with intent to injure, defraud, or deceive any insurer files a statement of claim of an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

Date:

#### Questions?

Please contact your Gallagher service team.

Richelle Pierre
 225.906.0131
 richelle\_pierre@ajg.com



Louisiana Clerks of Court Retirement and Relief Fund

10202 Jefferson Highway • Building A • Baton Rouge, Louisiana 70809 Phone: (800) 256-6660 • Phone: (225) 293-1162 • Fax: (225) 291-7859

# **DROP RETURN TO WORK APPLICATION**

Please fill out this form if you are continuing to work upon completion of the DROP Program.						
Name:						
Address:	Sex:	Eremale	Male			
City:		Social Security #:				
State:	Zip Code:	Employer Parish:				
Home Number:		Date of Birth:				
Cell Number:	Martial Status: 🗌 Married 🗌 Never Married 🗌 Divorced 🗌 Widowed					
Work Number:		DROP Participation Ex	it Date:			
Email address:	Return to Work Date:					

# **INVESTMENT OPTIONS**

# Please choose one of the following DROP Fund Investment options:

Self-Directed DROP Plan with Empower Retirement Services (Please complete the Empower Retirement Services Enrollment Packet)

LAMP (Louisiana Asset Management Pool)

(Upon retiring the LAMP DROP balance can be converted to a monthly true-life annuity)

Date

**Applicant Signature** 

# CERTIFICATE OF THE CLERK

I hereby certify that the above-named employee has completed the DROP Program and will continue to work at which time the employee rate of 8.25% will be contributed.

Date

**Clerk of Court Signature** 

Parish of :

Updated: 6/26/2024