

**PARTICIPANT ENROLLMENT
GOVERNMENTAL 457(b) PLAN**



Louisiana Public Employees Deferred Comp. Plan

98228-01

Participant Information

Social Security Number

E-Mail Address

Mo Day Year Female Male

Date of Birth Married Unmarried

Annual Income

Last Name First Name MI

Address - Number & Street

City State Zip Code

() ()
Home Phone Work Phone

Payroll Information

I elect to contribute _____% or \$_____ (per pay period) of my compensation as before-tax contributions to the Governmental 457(b) Deferred Compensation Plan until such time as I revoke or amend my election.

Payroll Effective Date: _____
Mo Day Year

Date of Hire: _____
Mo Day Year

_____ Division Name	To be completed by Representative:	_____ Division Number
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Investment Option Information (applies to all contributions) – Please refer to your marketing 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.

Managed Account Service: By checking this box, I elect to have my account professionally managed by Advised Assets Group, LLC ("AAG") until such time as I revoke or amend my election. Note: The investment option section below should not be completed if you are electing to have your account professionally managed.

-OR-

I will make my own election by checking this box and completing the investment options section below.

<u>INVESTMENT OPTION NAME</u>	<u>INVESTMENT OPTION CODE</u>	<u>INVESTMENT OPTION NAME</u>	<u>INVESTMENT OPTION CODE</u>
_____ % Aggressive Profile	LAGR25	_____ % Artisan Mid Cap	AMD025
_____ % Moderate Profile	LMOD25	_____ % American Century Ultra Fund	ULT025
_____ % Conservative Profile	LCON25	_____ % American Funds Wash Mutual R3	AFW025
_____ % American Funds Cap Wld Gr & Inc R3	AFC025	_____ % BGI Russell 1000 Stock Index Fund	BRS025
_____ % American Funds EuroPacific R3	AFE025	_____ % Janus Twenty Fund	JTW025
_____ % Maxim Templeton International Equity	IEF025	_____ % Legg Mason Value Trust, FI	LMV025
_____ % Oppenheimer Developing Market A	ODM025	_____ % Maxim T. Rowe Price Equity/Income Port.	TEI025
_____ % Janus Small Cap Value Fund – Investors	BSC025	_____ % Maxim Loomis Sayles Bond Portfolio	CBF025
_____ % RS Emerging Growth Fund	RSE025	_____ % PIMCO Total Return Admin	PTR025
_____ % Touchstone Emerging Growth A	TEG025	_____ % Stable Value Fixed Income Fund	STLASV
_____ % American Century Equity Income Fund	EQI025	_____ % AIM Real Estate Fund I	ARA025
_____ % Ariel Appreciation Fund	APP025		

=100% MUST INDICATE WHOLE PERCENTAGES

See following page(s) for Participation Agreement and Required Signature(s)



Last Name

First Name

MI

Social Security Number

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 state 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.

Primary Beneficiary

100.00%

% of Account Balance	Social Security Number	Primary Beneficiary Name	Relationship	Date of Birth
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Contingent Beneficiary

100.00%

% of Account Balance	Social Security Number	Contingent Beneficiary Name	Relationship	Date of Birth
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Participation Agreement

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 – I understand that by signing and submitting this Participant Enrollment form for processing, I am requesting to have investment options established under the Plan as specified on the first page of this form. 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, 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 Advised Assets Group, LLC (“AAG”), 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 options 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 Managed Account Service, I understand that I must provide my Social Security number, date of birth, gender, marital status and annual income. If any of this information is not provided, I understand that I will not be enrolled in the Managed Account Service.

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 KeyTalk[®] or access the Web site in order to transfer monies from the default investment option. Also, I understand all contributions received after an account is established on my behalf will be applied to the investment options for which I have most recently selected.

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 be only processed from the date of notification forward and not on a retroactive basis.

Last Name

First Name

MI

Social Security Number

Required Signatures – I have completed, understand and agree to all pages of this Participant Enrollment form and the AAG Do-It-For-Me InvestorSM Agreement, if elected. I understand that Service Provider is required to comply with the regulations and requirements of the Office of Foreign Assets Control, Department of the Treasury (“OFAC”). As a result, Service Provider cannot conduct business with persons in a blocked country or any person designated by OFAC as a specially designated national or blocked person. For more information, please access the OFAC Web site at: <http://www.ustreas.gov/offices/eotffc/ofac>.

Participant Signature

Date

Participant forward to Plan Administrator/Trustee

Plan Administrator forward to Service Provider at:

Louisiana Public Emp Def Comp Plan
2237 South Acadian Thruway, Suite 702
Baton Rouge, LA 70808

Phone#: 1-800-701-8255

Fax#: 1-225-926-4447

Web site: www.louisianadcp.com

Authorized Plan Administrator/Trustee Signature

Date

Representative must check one of the following:

- Solicited: representative met with individual participant to solicit Plan enrollment and has verified suitability of the participant's investment allocation per the Participant Suitability Profile. Where the participant has elected the Managed Account Service, the Representative's solicitation of the Plan enrollment is not deemed to be a recommendation to elect, or affirmation of the participant's decision to elect, this service
- Unsolicited: representative did not meet with participant

Registered Representative Signature

Date

Registered Principal Signature

Date

ADVISED ASSETS GROUP, LLC
Do-It-For-Me InvestorSM MANAGED ACCOUNT AGREEMENT

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

DESCRIPTION OF SERVICES AND FEES

Your employer or Plan Administrator has agreed to make the below service offered by Advised Assets Group, LLC (“AAG”) available to you.

Do-It-For-Me InvestorSM: Do-It-For-Me Investor is a managed account service that is geared toward participants who wish to have a qualified financial expert select among the available investment options and manage their retirement accounts for them. You will receive a personalized investment portfolio that reflects your Plan investment options and your retirement timeframe, life stages and overall financial picture, including assets held outside the Plan (if you elect to provide this information), which may be taken into consideration when determining the allocation of assets in your Plan account (AAG will not provide advice for, recommend allocations of, or manage your outside or non-Plan assets). Under the Do-It-For-Me Investor managed account service, AAG has discretionary authority over allocating your assets among the core investment options, without your prior approval of each transaction. AAG is not responsible for either the selection or maintenance of the investment options available within your Plan. AAG does not provide advice for, or recommend allocations of individual stocks, self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies. Your balances in any of these investment options or vehicles may be liquidated, subject to your Plan’s and/or investment provider’s restrictions.

Do-It-For-Me Investor account assets in the Plan’s core investment options will be automatically monitored, rebalanced and reallocated every quarter by AAG, based on data resulting from the methodologies and software employed by the Independent Financial Expert, to respond to market performance and to ensure optimal account performance over time. You will receive an account update and forecast statement annually and can update your personal information at any time by calling AAG at your Plan’s existing toll-free customer service number.

The tiered pricing described in the table below applies to Do-It-For-Me Investor. You will be charged a quarterly fee based on your account balance that AAG manages on the day the fee is debited. The fee will generally be debited from your account within the last five (5) to seven (7) business days of each quarter; however, if you cancel participation in Do-It-For-Me Investor, the fee will be based on your account balance on the date of cancellation and will be debited from your account within five (5) to seven (7) business days of the cancellation date. As well, if your Plan terminates its agreement with AAG or its service agreement with Great-West Retirement ServicesSM, the fee will be debited within five (5) to seven (7) business days of such termination. The fee you are charged depends on the plan you participate in, and in certain instances, the fee for the Do-It-For-Me Investor may actually be lower than the fee depicted below. **For the exact fee applicable to your Plan, please refer to the communication materials provided by AAG or ask your employer or Plan Administrator.**

Participant Account Balance	Maximum Participant Fee
<\$100,000.00	0.90 %
Next \$150,000.00	0.80 %
Next \$150,000.00	0.70 %
>\$400,000.00	0.60 %

For example, if your account balance subject to Do-It-For-Me Investor is \$50,000.00, the maximum fee is 0.90% of the account balance. If your account balance subject to Do-It-For-Me Investor is \$500,000.00, the first \$100,000.00 will be subject to a maximum fee of 0.90%, the next \$150,000.00 will be subject to a maximum fee of 0.80%, the next \$150,000.00 will be subject to a maximum fee of 0.70%, and any amounts over \$400,000.00 will be subject to a maximum fee of 0.60%.

Your acceptance of the terms and conditions of this Agreement constitutes your authorization for AAG to deduct the quarterly fee. The fees are subject to change. AAG reserves the right to offer certain plans discounted fees or other promotional pricing.

Certain investment options in your Plan may charge a redemption fee. Redemption fees vary in amount and application from investment option to investment option. It is possible that transactions initiated by AAG under Do-It-For-Me Investor may result in the imposition of a redemption fee on one or more investment options available in your Plan. Any redemption fees will be deducted from your account balance.

If you participate in Do-It-For-Me Investor, you must allocate all of your account balance to the Do-It-For-Me Investor service. You may not invest in other core investment options while also participating in Do-It-For-Me Investor. Once enrolled in Do-It-For-Me Investor, you will no longer be able to make investment allocation changes to your account online, via paper, or through your Plan’s existing toll-free customer service number. This includes functionality for fund-to-fund transfers, change fund allocations, or utilization of dollar cost averaging and/or rebalancer. Once enrolled, you retain full inquiry access to your account and you may still request and be approved for loans and take a distribution. The aforementioned functionality will be restored to your account the next business day markets are open after you cancel participation in Do-It-For-Me Investor.

You may cancel participation in Do-It-For-Me Investor at any time by completing the cancellation form available online or by calling AAG at your Plan’s existing toll-free customer service number.

DISCLAIMERS

AAG uses reasonable care, consistent with industry practice, in providing services to you. We do not guarantee the future performance of your account or that the investments we recommend will be profitable. Investment return and principal value will fluctuate with market conditions, and you may lose money. The investments we may recommend, or purchase for your account, if applicable, are subject to various risks, including without limitation: business, market, currency, economic, and political risks. AAG does not provide advice for, recommend allocations of, or manage individual stocks, self-directed brokerage accounts, guaranteed certificate funds, or employer-directed monies, even if they are available for investment in your Plan. We do not select the investment options available for investment in your Plan. By recommending allocations among the available investment options, we are not endorsing the selection of particular investments options available in your Plan.

AAG will not be liable to you for any loss caused by (1) our prudent, good faith decisions or actions, (2) following your instructions, or (3) any person other than AAG or its affiliates who provides services for your account. AAG will not be liable to you for any losses resulting from your disclosure of your personal information or your PIN to third parties even if the purpose of your disclosure is to enable such person to enroll you in, or cancel your enrollment in, Do-It-For-Me Investor. AAG is not responsible for voting proxies for the securities in your account. We do not guarantee that the services or any content will be delivered to you uninterrupted, timely, secure, or error-free.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, AAG DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SERVICES AND THE SERVICE CONTENT, AND ALL INFORMATION DERIVED FROM THEM, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, QUALITY, ACCURACY, TITLE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE OR COURSE OF DEALING. IN ADDITION, ALTHOUGH AAG INTENDS TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SERVICE, AAG DOES NOT WARRANT THAT THE SERVICE OR CONTENT CONTAINED IN THEM WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ANY INFORMATION OR OTHER MATERIAL ACCESSIBLE THROUGH THE SERVICE IS FREE OF ERRORS, VIRUSES, WORMS, OR OTHER HARMFUL CONTENT.

LIMITATION OF LIABILITY

YOU UNDERSTAND THAT IN NO EVENT WILL AAG OR ITS OFFICERS, DIRECTORS, SHAREHOLDERS, PARENTS, SUBSIDIARIES, AFFILIATES, EMPLOYEES, CONSULTANTS, AGENTS, LICENSORS OR ANY DATA PROVIDER BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES, LOSS OF BUSINESS REVENUE OR LOST PROFITS, WHETHER IN AN ACTION UNDER CONTRACT, NEGLIGENCE OR ANY OTHER THEORY EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH.

INDEMNIFICATION

You agree to indemnify, defend and hold harmless AAG and its officers, directors, shareholders, parents, subsidiaries, affiliates, employees, consultants, agents and licensors from and against any and all third party claims, liability, damages and/or costs (including but not limited to reasonable attorneys' fees) arising from your failure to comply with this Agreement, the information you provide us, your infringement of any intellectual property or other right of a third party, or from your violation of applicable law.

GENERAL PROVISIONS

AAG acknowledges that it is a fiduciary under the Employee Retirement Income Security Act of 1974, as amended ("ERISA") with respect to investment management (Do-It-For-Me Investor). You may not assign this Agreement. We may not assign this Agreement (within the meaning of the Investment Advisors Act of 1940 ("Advisors Act")) without your consent. This Agreement is entered into in Denver, Colorado and governed by and construed in accordance with the laws of the State of Colorado, without regard to its conflict of law provisions. You agree that proper forum for any claims under this Agreement shall be in the courts of the State of Colorado for Arapahoe County or the United States District Court, District of Colorado. The prevailing party shall be entitled to recovery of expenses, including reasonable attorneys' fees. This agreement constitutes the entire Agreement between you and AAG with respect to the subject matter herein. If for any reason a provision or portion of this Agreement is found to be unenforceable, that provision of the Agreement will be enforced to the maximum extent permissible so as to affect the intent of the parties, and the remainder of this Agreement will continue in full force and effect. No failure or delay on the part of AAG in exercising any right or remedy with respect to a breach of this Agreement by you shall operate as a waiver thereof or of any prior or subsequent breach of this Agreement by you, nor shall the exercise of any such right or remedy preclude any other or future exercise thereof or exercise of any other right or remedy in connection with this Agreement. Any waiver must be in writing and signed by AAG. All terms and provisions of this Agreement, including without limitation: "Disclaimers," "Limitation of Liability," "Indemnification," "Intellectual Property," and "Privacy Policy," which should by their nature survive the termination of this Agreement, shall so survive. This Agreement will automatically terminate upon termination of your Plan's agreement with AAG, or upon termination of your Plan's service agreement with Great-West Retirement ServicesSM. Nothing in this Agreement shall be construed to waive compliance with the Advisors Act, ERISA, or any applicable rule or order of the Department of Labor under ERISA. AAG shall not be liable for any delay or failure to perform its obligations hereunder if such delay or failure is caused by an unforeseeable event beyond its reasonable control, including without limitation: act of God; fire; flood; earthquake; labor strike; sabotage; fiber cut; embargoes; power failure; lightning; suppliers' failures; act or omissions of telecommunications common carriers; material shortages or unavailability or other delay in delivery; government codes, ordinances, laws, rules, regulations or restrictions; war or civil disorder, or acts of terrorism. AAG reserves the right to modify this Agreement at any time. You agree to review this Agreement periodically so that you are aware of any such modifications. Your continued participation in Do-It-For-Me Investor shall be deemed to be your acceptance of the modified terms of this Agreement. This Agreement shall inure to the benefit of AAG's successor and assigns.

INTELLECTUAL PROPERTY

All content provided as part of Do-It-For-Me Investor, 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 Do-It-For-Me Investor.

PRIVACY POLICY

AAG protects your privacy. We have strict policies in place to keep your personal information private. A summary of AAG policies and procedures to protect the privacy and security of your personal information is set forth below.

Types of Information We Collect. AAG collects personal information about you from your Plan Administrator or employer, from applications or other forms that you complete, from your Plan or service provider, and from our affiliates you have conducted business with. Such information includes without limitation: your name, address, age, salary, number of dependents, Plan account balances and contributions. You may provide us with additional personal information about your investments and preferences at any time. We also keep records of all transactions in your account and any communications about your account.

Security of Your Information. We have strict procedures to protect your privacy. They include physical, administrative, and technical safeguards.

Access to Information. The only employees who have access to your personal information are those who need it to service your account, or to provide you with products or services.

Our Information—Sharing Practices. AAG will not disclose, sell, share, or reveal your personal information except in the following circumstances:

We have your authorization to share your personal information with third parties;

We need to share your personal information with our affiliates who provide a product or service you have requested or to maintain, service or administer your account (for example, our affiliated broker–dealer that executes transactions in your account; such affiliates do not have the right to use your personal information other than in the performance of services necessary to assist us);

We need to share your personal information with your employer, Plan Administrator and/or Plan provider in order to provide the services described in our contract with your employer, Plan Administrator and/or Plan provider; or

We are required by law to disclose your personal information (for example, in response to a subpoena, governmental or regulatory request, or to protect against fraud or other illegal activity).

Analysis. We may perform analyses based on data about our customers. Such data will not contain personally identifiable information.

Our Treatment of Information About Former Customers. Protecting your privacy goes beyond our relationship with you as a participant in Do-It-For-Me Investor. If this relationship ends, we will not share your personal information with third parties, except as law permits.

Customer Right to Change Information. To correct, amend or supplement your personal information, you may contact us at your Plan’s existing toll–free customer service number.

ABOUT ADVISED ASSETS GROUP, LLC

AAG, a wholly owned subsidiary of Great–West, is a registered investment advisor with the Securities and Exchange Commission. AAG provides guidance, advisory and management solutions to defined contribution and deferred compensation plans and participants.

Since its inception, AAG has focused on establishing, refining and continually improving the process of investment planning for Plan Administrators and participants. By blending best practices investment approaches with personalized plan data and leading industry knowledge and expertise, AAG aspires to create effectively–built, diversified retirement solutions that maximize outcomes for plan participants while minimizing fiduciary risk to Plan Administrators.

Trades are executed through GWFS Equities, Inc., a registered broker–dealer and wholly owned subsidiary of Great–West and affiliate of AAG.

Additional information about the services provided by AAG may be found in AAG’s Form ADV Part II, which is available free of charge online at www.advisedassetsgroup.com, upon request by calling AAG at your Plan’s existing toll–free customer service number or writing AAG at: 8515 East Orchard Road, Greenwood Village, Colorado 80111.

Interest in Participant Transactions. AAG, its officers and employees may purchase securities for their own accounts and these securities may be the same as those recommended to, or invested for, you (e.g., shares of the same mutual fund).

ABOUT IBBOTSON ASSOCIATES

AAG has teamed with Ibbotson Associates, a recognized industry leader in asset allocation and investment analytics tools, to provide the underlying investment advice and portfolio management methodology that will power Do-It-For-Me Investor.

Ibbotson Associates, founded by Professor Roger Ibbotson in 1977, is a leading authority on asset allocation, providing products and services to help investment professionals obtain, manage and retain assets. The company's business lines include investment consulting and research, planning and analysis software, wealth forecasting, educational services and a widely used line of NASD-reviewed presentation materials.

With offices in Chicago, New York and Tokyo, Ibbotson Associates markets its integrated product line to institutional money managers, insurance companies, Plan Administrators and consultants, financial planners, brokers, mutual fund firms, hedge funds, banks and small money managers.

AAG reserves the right to replace the Independent Financial Expert in its sole discretion and without your approval. AAG will notify you of any fee changes resulting from the Independent Financial Expert being replaced. In the event AAG terminates its relationship with the current Independent Financial Expert and is unable to contract with a suitable replacement Independent Financial Expert, this Agreement shall automatically terminate upon written notice from AAG.

ACCEPTANCE OF TERMS AND CONDITIONS OF Do-It-For-Me Investor AGREEMENT

If you agree to the terms and conditions set forth herein, check the Managed Account Service box on your Plan Enrollment Form or Managed Account Election Form, and sign your name. Your acceptance of the terms and conditions shall signify your consent to be bound by the applicable provisions of this Agreement. Please note that upon enrollment in Do-It-For-Me Investor, any currently initiated transfers or transactions will be cancelled, unless the market has already closed for the day.