

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



98995-01

PARTICIPANT INFORMATION

_____ Last Name	_____ First Name	_____ MI	_____ Social Security Number
_____ Address - Number & Street			_____ Employee ID (State Employees only)
_____ City	_____ State	_____ Zip Code	_____ E-Mail Address
() _____ Home Phone	() _____ Work Phone	Mo Day Yr _____ Date of Birth	<input type="checkbox"/> Male <input type="checkbox"/> Married <input type="checkbox"/> Female <input type="checkbox"/> Unmarried

PAYROLL INFORMATION

I elect to contribute \$ _____ (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. The amount must be stated in whole dollars and a minimum deferral amount of \$10.

_____ Employer 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 including potential redemption fees and restrictions.

<u>Investment Option Name</u>	<u>Code</u>	<u>Investment Option Name</u>	<u>Code</u>
T. Rowe Price Small-Cap Stock Fund.....	TR-OTC _____%	Dodge & Cox Balanced Fund.....	DC-BAL _____%
Fidelity Diversified International Fund.....	FD-DIV _____%	Vanguard Balanced Index Fund Instl.....	VBAIX _____%
Vanguard Instl' Developed Markets Index.....	VIDMX _____%	Dodge & Cox Income Fund.....	DC-INC _____%
Vanguard Mid Cap Index - Instl.....	VMCIX _____%	Vanguard Total Bond Market Index.....	VBTIX _____%
Janus Twenty Fund.....	JA-TF _____%	SIF Fixed Interest Acct.....	SIF-FI _____%
Legg Mason Partners Appreciation Fund I.....	SAPYX _____%	SIF Money Market Acct.....	SIF-MM _____%
Vanguard Institutional Index Fund Plus.....	VIIIX _____%		
MUST INDICATE WHOLE PERCENTAGES			=100%

REQUIRED SIGNATURES - I have completed, understand and agree to all pages of this Participant Enrollment form. Deferral agreements must be entered into prior to the first day of the month that the deferral will be made. 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: MNDCP 60 Empire Drive, Suite 300 St. Paul, MN 55103-3000 Phone #: 1-877-457-6466 Local #: 1-651-284-7723 Fax #: 1-651-297-5238 Web site: www.mndcplan.com
_____ Authorized MNDCP Administrator Signature	_____ Date	

This Participant Enrollment form is considered unsolicited unless accompanied by a signed Participant Suitability Profile form completed in the presence of a GWFS Equities, Inc. Registered Representative during a one-on-one meeting.

Solicited: Representative met with individual participant to solicit Plan enrollment and has verified suitability of participant's investment allocation per the Participant Suitability Profile form.

_____ Registered Representative Signature	_____ Date	_____ Registered Principal Signature	_____ Date
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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 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, 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 that funds may impose 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.

Default Investment Option - I understand that if I fail to complete the Investment Option Information section, that the Service Provider will allocate any contribution I defer to the default investment option selected by the Plan until such time that I request a future allocation change. I understand that the Plan has established the Vanguard Balanced Index Fund as the default investment option.

Beneficiary Information - Unless you designate otherwise, your Deferred Compensation beneficiary will be your surviving spouse, or if none your estate. Your last beneficiary designation on file will be in effect unless you elect to designate a new beneficiary or a beneficiary other than your surviving spouse. To designate a new beneficiary, complete a Minnesota State Deferred Compensation Plan Beneficiary Designation form, Form 3, or log on to www.mndcplan.com and update your beneficiary information online (upon completion of your enrollment).

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 Key Talk® 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.

MEMO OF UNDERSTANDING

1. I understand that payment from my Deferred Compensation Plan account cannot begin until 30 days following separation from service except for an approved unforeseeable emergency. IRS regulations define an unforeseeable emergency as severe financial hardship to the participant resulting from a sudden and unexpected illness or accident of the participant or a dependent, loss of the participant's property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the participant. Examples of what are not considered to be unforeseeable emergencies include sending a participant's child to college or purchasing a home. Likewise, divorce, in and of itself, is not an unforeseeable emergency. Participants are expected to utilize liquid savings to cover other emergencies. Deferred Compensation Plan payments are subject to taxation as ordinary income in the year received.
2. I understand that my annual contributions to the Deferred Compensation Plan account are subject to limitations in accordance with Section 457 of the Internal Revenue Service code. The 2008 maximum deferral is the lesser of 100% of your annual compensation*, or \$15,500. When a participant attains age 50, the additional maximum deferral is increased by \$5,000 for a total allowable deferral of \$20,500 in 2008. The age 50 contribution cannot be used in conjunction with any other catch-up provisions as detailed in 3. Employer contributions and annual leave deferrals are included in determining the annual maximum. *(Note: Gross compensation less mandatory pre-tax contributions to your qualified retirement plan).
3. I understand that a "Catch-up" Provision is available if I am within three years of the year I am eligible for an unreduced pension and I have not contributed the maximum annual contribution per year since 1979. The Catch-up maximum is twice the normal annual maximum (i.e., \$31,000 for 2008) and is available only for three consecutive calendar years. If I elect to utilize the Catch-up provision, I must also complete the MNDPC Catch-up Rules and Election form. This Catch-up provision cannot be used in conjunction with the age 50 and older additional contribution provision. Contact your Customer Service Representative at 1-877-457-6466, option 2, for additional details or visit your Web site at www.mndcplan.com.
4. I understand that this agreement shall be effective not earlier than the first pay day following receipt of this completed application and shall continue in effect until modified or terminated in accordance with the Deferred Compensation rules.
5. I understand that the responsibility for this transaction is between me and my employer's payroll center and any questions regarding timing and amount of deduction are to be directed to my payroll center. This form is to be submitted to my payroll center.