

**RETIREMENT PLAN**  
**SALARY DEFERRAL AGREEMENT**

**Plan Information**

Plan Name (the "Plan") \_\_\_\_\_

Employer Name (the "Employer") \_\_\_\_\_

**Participant Information**

Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Social Security Number \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Check one:  New Agreement       Change

**Plan Provisions**

You are permitted to defer a portion of your compensation to the Plan. The definition of compensation that is used for this purpose is described in more detail in another document that is called the Summary Plan Description (SPD).

This Agreement remains in effect until you revoke or modify it. Modifications to the Agreement are permitted from time to time as provided under the Plan's policy governing salary deferral elections. You are also permitted to revoke your Agreement at any time during the Plan Year.

The Plan *may* permit you to defer your compensation up to the maximum amount allowed by law, or it may impose a lower limit. In addition, the Plan *may* permit you to defer up to 100% of any bonuses paid to you during the year. Refer to your SPD.

The law imposes a dollar limit on the amount you may defer in any calendar year. This amount may be adjusted annually to reflect cost-of-living increases announced by the IRS. Any questions regarding this election should be directed to the Plan Administrator. The Plan *may* also permit you to make "catch-up" contributions if you are, or will be, at least age 50 during a calendar year. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

**Deferral Election**

This Agreement is effective upon acceptance by the Administrator. However, deferrals will be made as soon as practicable following the acceptance of this Agreement by the Administrator. In accordance with the terms of the Plan and this Agreement, I hereby authorize the Employer to withhold from compensation (and treat as my deferrals) the following amount:

- \_\_\_\_\_% of my compensation (proportionately from each pay period).
- \$\_\_\_\_\_       per pay period      OR       per year (proportionately from each pay period).
- I elect to defer the maximum allowable dollar amount.
- Special election for bonuses: \_\_\_\_\_% from any bonuses paid to me.
- Zero. I hereby elect:
  - 1.  not to defer any of my Compensation under the Plan.
  - 2.  to terminate my prior Salary Deferral Agreement.

**Duty to Review Pay Records.** I understand I have a duty to review my pay records (pay stub, direct deposit receipt, etc.) to confirm the Employer has properly implemented my salary deferral election. Furthermore, I have a duty to inform the Plan Administrator if I discover any discrepancy between my pay records and this Salary Deferral Agreement. I understand the Plan Administrator will treat my failure to report any withholding errors for any payroll to which my Salary Deferral Agreement applies, by the cut-off date for the next following payroll, as my affirmative election to defer the amount actually withheld (including zero). However, I thereafter may modify my deferral election prospectively, consistent with the Plan terms.

**Acknowledgement/Authorization**

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Signature of Plan Administrator (or representative)