

**SALARY DEFERRAL AGREEMENT- NON ROTH**

**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. In addition, the Plan limits the type of compensation that may be subject to the deferral election (see the Summary Plan Description for details).

This Agreement remains in effect until you revoke or modify it. Modifications to the Agreement are permitted prior to the first day of any pay period. You are also permitted to revoke your Agreement at any time during the Plan Year.

The Plan permits you to defer your compensation up to the maximum amount allowed by law.

In addition, the Plan permits you to defer up to 100% of any bonuses paid to you during the year.

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 also permits 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).
- Special election for bonuses: \_\_\_\_\_% from any bonuses paid to me.
- Additional Catch-up Contributions: \$\_\_\_\_\_    per pay period   OR    per year (proportionately from each pay period).
- Zero. I understand that I may elect to defer my pay at a later date as permitted by the Plan.

**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.

Date: \_\_\_\_\_

\_\_\_\_\_  
Participant

\_\_\_\_\_  
Employer

**UPON COMPLETION PLEASE SUBMIT THIS FORM TO YOUR PAYROLL DEPARTMENT FOR PROCESSING**