

457(b) Deferred Compensation Agreement

Group ID# 44528002

Your employer sponsors a 457(b) Deferred Compensation Plan. To participate in the Deferred Compensation Plan, you must complete the information requested below, even if in the past you completed a similar agreement for this plan. This agreement will replace any prior deferred compensation agreement.

Check One: [] New Enrollment [] Changes to earlier agreement [] Cancellation

EMPLOYER: _____

EMPLOYEE INFORMATION:

Name: _____ SSN: _____ Date of Birth: _____

Address: _____ City: _____ State: _____ ZIP: _____

Phone: _____ Date of Hire: _____ Salary (optional): _____

Marital Status: [] Married [] Not Married

457(b) Deferred Compensation Agreement - Contribution Source D

This agreement is made by and between Employer and Employee. The parties agree to and acknowledge the following:

a. Employee agrees to defer compensation pursuant to the Employer's Deferred Compensation Plan (Plan), which is an eligible deferred compensation plan pursuant to Section 457(b) of the Internal Revenue Code (Code), and hereby accepts all of the terms, provisions, and conditions of the Plan, all of which are hereby incorporated into this Agreement.

b. Commencing on _____, _____ (Date) the Employee agrees to defer the right to receive compensation as follows:

\$ _____ or _____ % of compensation (per _____); OR

\$ _____ each pay period, during the term of employment commencing on _____, _____ (Date) and ending on _____, _____ (Date) and \$ _____ each pay period thereafter (_____ pay periods per year);

in return for the benefits specified in the Plan, and this Agreement authorizes the Employer to so reduce his or her compensation. The Employee agrees that if the date specified in the preceding sentence is earlier than the first day of the month following the date of this Agreement, such date will be the first day of the month after the date of this Agreement. The Employee understands and agrees that amounts deferred under this Agreement, taken together with amounts deferred under a prior or later agreement with respect to the same calendar year, shall not exceed the applicable deferred compensation Code and Plan limitations and that the Employer may limit contributions in order to comply with federal law and the plan document, and Employee hereby directs that any contribution in excess of such limits be returned to the Employee in accordance with governing legal requirements. The Employee agrees and acknowledges that contributions under the agreement shall be subject to the provision of the Plan and that the Employer may impose its own or additional administrative rules and procedures.

c. The Employee's benefits under the Plan shall be based upon the amounts credited to the Employee's Account, which shall reflect the Employer's investment of the Employee's Deferred Compensation.

d. This Agreement shall terminate any prior Deferred Compensation Agreement executed between the Employer and the Employee under the Employer's Section 457(b) plan. This agreement shall continue indefinitely until amended or terminated by either party by giving at least thirty (30) days' written notice prior to the date of such amendment or termination. Unless the Employer's plan provides otherwise, this agreement shall automatically terminate upon the Employee's separation from service with the Employer.

e. Nothing in this agreement shall be deemed to constitute an employment agreement and nothing contained herein shall be deemed to give the Employee any right to be retained in the employ of the Employer.

f. For private or tax exempt employer plans: The Employee elects the following date for the commencement of benefits after separation from service: _____.

The date selected may be (i) no earlier than the 61st day following the Employee's Separation from Service with the Employer, and (ii) no later than April 1 of the year following the year in which the Employee attains age 70½ or separates from service with the Employer, whichever is later. The Employee may change this election at any time up until 60 days following Separation from Service. The election shall become irrevocable at that time unless the Employer has elected under the Plan to allow an additional one-time election to defer the commencement of benefits to a later date. The Employee's benefit shall be paid under a payment option available under the Plan that is selected by the Employee at least 30 days before the benefit commencement date.

Employee Signature

Date

Employer Signature

Date