

BONUS OR SPECIAL PAY SALARY DEFERRAL AGREEMENT

Participant Information

Employer / Plan Name _____

Name _____

Address _____

Last 4 digits of Social Security Number _____

1. Plan provisions

You have the option of deferring all or part of your bonus into your 401(k) account. The deferral will be done on a pretax basis, subject to certain limitations. Your election to defer all or part of your bonus must be made no later than 15 days prior to the date the bonus is otherwise declared or payable.

2. 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:

- _____%
- \$_____
- Zero.** I hereby elect not to defer any of my bonus compensation.

3. Type of deferral. The deferrals selected above will be:

- Pre-Tax 401(k) deferrals
- Roth 401(k) deferrals (after-tax)

4. 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 Administrator if I discover any discrepancy between my pay records and this salary deferral agreement. I understand the 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.

5. Acknowledgement/Authorization

Date of execution: _____

Signature of Administrator

Signature of Participant