

# Elective Deferral Agreement

## Section 1

Your Company's Name

## Section 2

Your Name

First Name

Last Name

Social Security Number

Employee ID (if applicable)

## Section 3

### Terms of Agreement

Limits on Elective  
Deferrals

If you are eligible, according to the requirements of your employer's 401(k) plan, to enroll as a contributing participant, you may set aside a percentage or fixed amount of your pay into the plan ("elective deferrals") by signing this Elective Deferral Agreement. This Elective deferral Agreement replaces any earlier agreement and will remain in effect as long as you remain an eligible employee or until you provide your employer with a new Elective Deferral Agreement as permitted by the Plan. Your elective deferrals may not exceed \$15,500 in the 2007 calendar year.

Changing this  
Agreement

You may change the percentage of pay you are setting aside into the plan. If you wish to make such a change, you must complete and sign a new Elective Deferral Agreement and give it to your employer. The change will take effect during the enrollment period(s) your employer has specified on the Summary Plan Description Form.

Terminating this  
Agreement

You may terminate this Elective Deferral Agreement anytime. The change will occur as soon as administratively feasible. After terminating this Agreement, you cannot enroll as a contributing participant until the first of the following month or during the enrollment period(s) your employer has specified on the Summary Plan Description Form.

## Section 4

### Elective Deferral Agreement

Authorization

I, the undersigned employee, wish to set aside \_\_\_\_\_ % or a fixed amount of \$\_\_\_\_\_ of my compensation as elective deferrals into my company's 401(k) Plan by way of payroll deduction.

I agree that my pay will be reduced in the manner I have indicated above and I acknowledge that I am responsible for directing the investments of these elective deferral contributions within the 401(k) Plan investment options. This Elective Deferral Agreement will continue to be in effect while I am employed, unless I change or terminate it as explained in Section 3 above. I acknowledge that I have read and understand this entire agreement and I agree to its terms. Furthermore, I acknowledge I have received a copy of the Summary Plan Description. In addition, in the event that an erroneous contribution or excess contribution is made to my account, I authorize my employer to make necessary corrections to ensure elective deferrals made to my account are in accord with my instructions. In the event that such a correction is made, I will be informed of any corrections made to my account by my employer.

Effective Date

This Agreement will be effective for the pay period that begins \_\_\_\_\_.

Signature

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Date



# Beneficiary Designation Form

## Section 1

### General Information

The participant must enter his/her complete name, Social Security number and date of birth. If the participant is married, his/her spouse's name, Social Security number, and date of birth must also be completed.

## Section 2

### Beneficiary Designation

The participant must enter the name of the beneficiary, the relationship of the beneficiary to the participant, the beneficiary's Social Security number, date of birth, contact information and percentage of the benefit they are to receive. If you designate more than one beneficiary, the percentage allocations must add up to 100%

## Section 3

### Contingent Beneficiary (ies)

The participant should designate a contingent beneficiary(ies) in the event that the beneficiary predeceases the participant.

The participant must enter the name(s) of the contingent beneficiary(ies), the relationship of the contingent beneficiary(ies) to the participant, the contingent beneficiary's(ies') Social Security number, date(s) of birth, contact information and percentage(s) of the benefit they are to receive. If you designate more than one beneficiary, the percentage allocations must add up to 100%

## Section 4

### Execution

The participant must check the box that describes his/her election, sign and date the form.

## Section 5

### Spousal Waiver

If the participant is married and has elected someone other than his/her spouse as beneficiary, then the participant must obtain the consent and signature of his/her spouse before a notary public or the plan administrator.

## 1. General Information

Company Name:

Participant's Name:

Social Security #:

Account Number:

Address:

City:

State:

Zip:

Phone:

## 2. Primary Beneficiary(ies)

I designate the following person(s) below as my primary beneficiary(ies) to receive payment of the value of my 401(k) account upon my death.

### Primary Beneficiary 1

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

### Primary Beneficiary 2

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

### Primary Beneficiary 3

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

## 3. Contingent Beneficiary(ies)

If no primary beneficiary(ies) survives me, I designate that the balance of my 401(k) account be distributed to my contingent beneficiary(ies) below.

### Contingent Beneficiary 1

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

### Contingent Beneficiary 2

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

### Contingent Beneficiary 3

Name:

Social Security #:

Relationship:

%Share:

Address:

City:

State:

Zip:

Phone:

## 4. Execution

I hereby attest that:

- My spouse is my designated beneficiary.
- My spouse's consent to my beneficiary designation appears below.
- I am not legally married.

I understand that if no beneficiary survives me, or if my beneficiary(ies) cannot be located, the plan will distribute the benefits to my estate. I understand that if I fail to indicate share percentages, the plan benefits will be divided equally among the beneficiaries I have designated.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

## 5. Spousal Waiver

**Note:** Spousal consent is required if the participant is married and the designated Primary Beneficiary is not the participant's spouse. The spouse's signature must be witnessed by either (1) a representative of the plan or (2) a Notary Public.

I hereby consent to the above beneficiary designation.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Witness of Notary:**

Subscribed and Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My Commission Expires \_\_\_\_\_

\_\_\_\_\_  
Notary Signature



Seal

**OR**

**Witness of Plan Administrator:**

Subscribed and Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Plan Administrator Signature

## PLAN ADMINISTRATOR USE ONLY

Approved for participation effective as of: \_\_\_\_\_

\_\_\_\_\_  
Plan Administrator Signature

\_\_\_\_\_  
Date