



SIMPLE IRA SALARY DEFERRAL AGREEMENT

I. GENERAL INFORMATION

Employee's name: _____

Employee's address: _____

Employee's social security number: _____

By the terms of this salary deferral agreement ("Agreement") made between the above named employee ("Employee") and the above named employer ("Employer"), the Employer and Employee hereby agree as follows:

II. SALARY DEFERRAL ELECTION

Initial salary deferral election: I authorize and direct my Employer to withhold the following percentage of compensation and to contribute such amount to the SIMPLE Retirement Account ("SRA") which has been established pursuant to the terms of the Plan:

_____% of compensation; or \$ _____, which is ____% of compensation.

This election will be effective _____ and shall continue indefinitely until amended or terminated by me or by operation of the Plan or by law. Such date shall not be contrary to any terms of the Plan. If no date is entered, the Agreement shall become effective as of the first day of the first payroll period immediately following the execution of this Agreement. Total elective deferrals per calendar year shall not exceed the maximum amount allowed by applicable law (\$11,500 in 2010, as adjusted for inflation thereafter).

Amended deferral election: As a participant in the Plan, I hereby authorize and direct my Employer to amend the amount of elective deferrals as follows:

From: ____% of compensation; or \$ _____, which is ____% of compensation.

To: ____% of compensation; or \$ _____, which is ____% of compensation.

This amended election will become effective on _____ and shall continue indefinitely until amended or terminated by me or by operation of the Plan or by law. Such date shall not be contrary to any terms of the Plan.

If no date is entered, the Agreement shall become effective as of the first day of the first payroll period immediately following the execution of this Agreement. Total elective deferrals per calendar year will not exceed the maximum amount allowed by applicable law (\$11,500 in 2010, as adjusted for inflation thereafter).

Catch-up contributions: As a Participant, I certify that I am eligible to make catch-up contributions to the Plan. I hereby authorize the Employer to deduct _____% or a flat dollar amount of \$ _____, of my compensation which I understand will be contributed by the Employer to the Plan for allocation to my account. I also understand that this amount will not be deemed a catch-up contributions until the last day of the Plan year and may be disallowed in which case it will be returned to me and taxable to me. Deferrals over \$11,500 (as indexed) will be classified as catch-up contributions up to \$2,500 (in 2010, as adjusted for inflation).

Terminating deferral election: As a participant in the Plan, I hereby direct and authorize my Employer to terminate my elective deferrals effective on _____. If no date is entered, the Agreement shall become effective as of the first day of the first payroll period following the execution of this Agreement. I understand that I am permitted to terminate this Agreement at any time and that my request to terminate my deferral election will become effective as soon as practical after receipt of my request or, if later, the date I have specified above. I also understand that if I terminate this Agreement outside an election period I may not make a new election that is effective earlier than the beginning of the next calendar year. If I terminate a salary deferral agreement during an election period, I am permitted to make a new salary deferral agreement during any subsequent election period.

III. SIGNATURE

I understand that the balance in my SIMPLE IRA account is nonforfeitable at all times and hereby agree to be bound by the terms of this Agreement on this ____ day of _____, _____.

Signature: _____