## Forest Park School District, Michigan Participation Agreement for Internal Revenue Code Section 457(b) Deferred Compensation Program

| Name of Company—457(b) Product Provider |
|---|
|   |

| Employee's Name  |  | Social Security Number  |  |  |  |  |
|--|--|---|--|--|--|--|
| Work Location  |  | Position  |  |  |  |  |
| Original Agreement   |  |   |  |  |  |  |
| With respect to services rendered by the E compensation for such services shall be reduced.  |  | the Employer and t  | he Employee hereby   | agree the Employee's   |  |  |
| Equal amounts of \$  | per  | per pay period beginning the, 20 pay period.  |  |  |  |  |
| Amendment Agreement - Type of Change Desired   |  |   |  |  |  |  |
| ☐ Increase from \$ per   | pay period to \$   | beginning t   | the  | , 20 pay period.   |  |  |
| Decrease from \$ per   |  |   |  |  |  |  |
| Suspend  | NY   | Effective Date of   | of Suspension  | , 20   |  |  |
| The undersigned hereby agrees to the terms and co<br>Plan now exists or is hereinafter amended and a cop<br>makes a subsequent election as provided by the<br>custodial arrangement for the benefit of the partici<br>custodial arrangement is designated as the employer  | nditions of the Forest F<br>oy of the Plan has beer<br>Plan. The employer he<br>pant without the signa<br>r's 457 Deferred Compo | Park School District, Mid<br>n made available to the<br>ereby authorizes on thature of the employer<br>ensation Plan. | chiganDeferred Compens<br>m. This election shall cor<br>e provider company to i<br>provided that the owner | sation Plan ("Plan") as such<br>ntinue until the undersigned<br>ssue a annuity contract or<br>of the annuity contract or |  |  |
| I ( the Employee) understand and agree to the follow   | ing:   |   |  |  |  |  |
| My deferrals cannot begin sooner than the month following Participation Agreement approval. My accumulated deferrals will be held in trust by the Forest Park School District, Michiganfor the exclusive benefit of participants and their beneficiaries until paid to me under the rules of the Plan. I realize I may not assign or transfer my rights under the Plan.  |  |   |  |  |  |  |
| I am responsible for the accuracy of the excludable amounts stated in this Agreement. Any overstatement of the amounts excludable as a salary reduction in this agreement, or any other violation of the requirement of IRS Code Section 457 could result in additional taxes, interest, and penalties to the Employee.  |  |   |  |  |  |  |
| I hereby authorize my Employer to reduce or suspend any deferrals established by this agreement, if in its opinion, the total annual deferral would exceed the maximum allowable limit in any calendar year. Should my deferral exceed the maximum limit, I authorize my Employer to disallow deferral of the excess amount and direct these amounts to be refunded to me.   |  |   |  |  |  |  |
| Release of Liability - The Employee agrees that the Employer and its agents shall have no liability whatsoever for any and all losses suffered by me with regard to my selection of the annuity and/or custodial account, its terms, the selection of the insurance company, custodian, or regulated investment company, the financial condition, operation of or benefits provided by said insurance company, custodian, or regulated investment company, or my selection and purchase of shares of regulated investment companies. |  |   |  |  |  |  |
| The employer hereby authorizes on the provider con<br>the signature of the employer provided that the own<br>Compensation Plan.  | npany to issue a annuit<br>er of the annuity contra  | y contract or custodial a<br>act or custodial arrange   | arrangement for the bene<br>ement is designated as th  | efit of the participant without<br>ne employer's 457 Deferred  |  |  |
| Earnings, if any, will be applied to my accumulated of Trustees, nor agencies of the Employer shall be liable  | deferrals in accordance of the performance of  | with the Company and<br>of the Companies or pro   | d product I have selected oducts selected by the Er  | . Neither the Employer, nor mployee.   |  |  |
| Any change to this Agreement must be in wri<br>Employee and Employer.  | ting to the Employe  | r and becomes effec   | tive upon the execution  | on of this Agreement by  |  |  |
| This Agreement may be terminated by either the Employer or Employee upon thirty (30) days notice to the Company and to the Employer or Employee as applicable.   |  |   |  |  |  |  |
| <b>Designation of Beneficiary</b> - The beneficiary for eaccordance with the terms of that specific contract or  | ach annuity contract or account.   | certified account to whi  | ch contributions are alloc   | cated shall be determined in   |  |  |
| Effective Date of this Agreement   | , 20   |   | Forest Park School D   | District, Michigan   |  |  |
| AGENT / REPRESENTATIVE   |  |   |  |  |  |  |
|  | · · · · · · · · · · · · · · · · · · ·  | Ву:   | EMPLOYER REPRESEN  |  |  |  |
| EMPLOYEE   |  |   |  |  |  |  |
| DATED  | _ , 20   | DATED   |  | , 20   |  |  |

Important Notice- A copy of the account application must accompany this agreement and the following ownership and beneficiary designations must be used:

Owner - "Forest Park School District, Michigan457(b) Plan FBO (participant's name)"

Beneficiary - Any single or multiple beneficiaries named by the participant. (Do <u>not</u> list Forest Park School District, Michigan as a beneficiary)