

**NEZ PERCE TRIBE EMPLOYEES' RETIREMENT PLAN
SALARY DEFERRAL AGREEMENT**

POST-TAX (FISHERIES LOCATION ONLY)

Participant Information

Name: _____ SSN: _____
Mailing Address: _____
City, State, Zip Code: _____
Date of Birth: _____ Hire Date: _____

Purpose of Form

Enrollment. Complete the entire form **Change.** Complete only the items you wish to change
 Suspend. Stop my contributions effective _____ **Decline.** I do not wish to participate

You are permitted to defer a portion of your compensation to the Plan. The Plan allows you to designate the deferrals as post-tax 401(k) deferrals or Roth 401(k) deferrals. In addition, the plan limits the type of compensation that may be subject to the deferral election (see the Summary Plan Description for details).

This agreement remains in effect until you revoke or modify it. Modifications to the Agreement are permitted prior to the first day of any pay period. You are also permitted to revoke your Agreement at any time during the Play year.

The Plan permits you to defer your compensation by up to 75%. The minimum deferral is \$5.00. The law imposes a dollar limit on the amount you may defer in any calendar year. This amount may be adjusted annually to reflect cost-of-living increases announced by the IRS. Any questions regarding this election should be directed to the Plan Administrator. The Plan also permits you to make "catch-up" contributions if you are, or will be, at least age 50 during a calendar year. These are additional amounts that you may defer, up to an annual limit imposed by law, regardless of any other limits imposed by the Plan.

Contribution Amount

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:

Post-Tax 401(k) Deferrals : _____ % of my compensation (proportionately from each pay period); **OR**

\$ _____ per pay period **OR** \$ _____ per year (proportionately from each pay period)

Catch-up Contributions: \$ _____ per pay period **OR** \$ _____ per year (proportionately from each pay period)

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 Plan Administrator if I discover any discrepancies between my pay records and this Salary Deferral Agreement. I understand the Plan 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.

Acknowledgement/Authorization

EXECUTED this _____ day of _____, 20 _____.

(Signature of Participant)

(Signature of Plan Administrator (or Representative))

Investment Selection	
Future Contributions <i>Complete this section when first enrolling or to change future investment contributions.</i>	
Stable Value Option Morley Stable Value Fund	%
Interim Bond Option PIMCO Total Return	%
Intermediate Term Bond Western Asset Core Plus Bond	%
Balanced Option Invesco Equity & Income	%
Value Equity Option American Funds Washington Mutual Investors	%
Large Blend Vanguard S&P 500 Index	%
Mid-Cap Blend Vanguard Mid-Cap Index	%
Specialty Real Estate Option JP Morgan Realty Income	%
Growth Option American Funds Growth Fund of America	%
International Option American Funds EuroPacific Growth	%
Aggressive Growth Option Vanguard Small Cap Index	%
Socially Responsible TIAA CREF Social Choice Equity	%
Goal Model Option Aggressive Allocation	%
Goal Model Option Moderate Allocation	%
Goal Model Option Conservative Allocation	%
Total	100%

I understand that if I fail to make an investment election, my contributions will be deposited in the plan's default investment, Invesco VanKampen Equity & Income Fund, and will remain in the default investment until I make an investment election and transfer request.

Conform Ending Balances: *Complete this section to transfer funds already in your account according to the percentages indicated above.*

These changes to your investment selection can be made quickly and easily at www.randall-hurley.com.

To protect your account, please make sure to update your Beneficiary Designation Form.

Participant Signature: _____ Date: _____

Where to Submit Completed Form

Nez Perce Tribe
Human Resources Department
P O Box 365
Lapwai, ID 83540