



Note: This form is for a Governmental Employer who sponsors both a 403(b) Plan, and a 457(b) Employee Deferred Compensation Plan. If the Employee participates in both plans, this Agreement should be completed by the Employee and retained by the Employer.

EMPLOYEE NAME: _____ D/O/B: _____

EMPLOYER NAME: _____ Date of Employment: _____ / _____ / _____

Current Annual Salary: \$ _____ 10 or 12 Month Employee Contract No.: 403(b) _____ 457(b) _____

As an eligible participant in the 403(b) Plan and/or 457(b) Plan sponsored by the above Employer, the Employee hereby enters into this Agreement with the Employer to make contributions to the annuity contracts noted above as follows:

403(b) PLAN TSA SALARY REDUCTION: NEW AGREEMENT CONTRIBUTION CHANGE

The Employee authorizes the Employer to make Salary Reduction contributions to the above TSA effective: _____, equal to a NEW TOTAL of: \$ _____ MONTHLY -OR- \$ _____ PER PAY -OR- _____ % OF PAY

Prior Monthly Contribution Amount: \$ _____ Catch-Up Option(s) being utilized: Age 50+ -AND/OR- 15+ Yrs. Service

It is understood and agreed between the parties that the TSA contract purchased hereunder shall be the sole and exclusive property of the Employee.

457(b) EMPLOYEE DEFERRED COMPENSATION: NEW AGREEMENT CONTRIBUTION CHANGE

The Employee authorizes the Employer to make Deferred Compensation contributions to the above employer's 457(b) plan effective: _____*, equal to a NEW TOTAL of: \$ _____ MONTHLY -OR- \$ _____ PER PAY -OR- _____ % OF PAY

Prior Monthly Contribution Amount: \$ _____ Catch-Up Option being utilized: Age 50+ -OR- Last 3 Yrs. Before Retirement

* (The Code requires that the Employer receive this Agreement before the first day of the month in which contributions will begin or change. If necessary to meet that requirement, the Employer reserves the right to change the effective date of contributions.)

It is understood and agreed between the parties that the 457(b) Employee Deferred Compensation contract purchased hereunder is required to be owned by the Employer for the exclusive benefit of participants and their beneficiaries.

CONTRIBUTIONS TO OTHER PLANS: (Required to ensure the participant does not exceed the federal tax limitations.)

- Salary reduction contributions to other 403(b) or 457(b) vehicles under this Plan (amt./mode): \$ _____ / _____ \$ _____ / _____
 - Salary reduction contributions to other qualified plans sponsored by this Employer (e.g. 401(k)). Plan type/contrib. amt./mode: _____ / \$ _____ / _____
 - Salary deferral contributions to qualified plans of other Employers. Plan type/contrib. amt./mode: _____ / \$ _____ / _____ (401(k), SARSEP, Simple IRA, other 403(b))
- (Indicate if any of the above contributions are Designated Roth.)

The undersigned Employee shall hold harmless and indemnify the Employer, its governing board, its officers and employees, from every claim and demand, which may be made by reason of his or her purchase of and the holding of the AXA Equitable Life Insurance Company contract(s) purchased hereunder.

It is understood that the IRS limits the annual salary reduction contributions that an individual can make under these plans and all other affected plans to which the individual is eligible to contribute under the Internal Revenue Code. In the event that salary reduction contributions exceed the maximum IRS limits, the employee agrees to reduce, or receive a refund of, the amount of salary reduction contributions required to comply with the federal tax limitations. The Employee agrees to provide any and all information reasonably required by the Employer, or party designated by the employer, and AXA Equitable in connection with the Employee's purchase of an annuity contract hereunder, including, without limitation, information on current and historical contributions to other companies, and/or participation in any other qualified plan or any other 403(b) plan or 457(b) plan, and to contact his or her financial professional as soon as possible if the Employee's employment status and/or compensation changes at any time after this Agreement takes effect.

This Agreement is legally binding and irrevocable with respect to salary reduction and/or deferred compensation elections made while this Agreement is in effect, and shall supersede any prior elections made regarding contributions and deferrals to the 403(b) and/or 457(b) Plans, respectively. This Agreement will remain in force until any one of these events occurs: Written notification of termination of this Agreement is received by the Employer; The Employee terminates employment with the Employer for any reason including the Employee's death or disability; The Employer terminates sponsorship of its 403(b) or 457(b) plan; or The Employer ceases to qualify as an entity eligible to maintain a 403(b) or 457(b) Plan.

Any termination of this Agreement will not affect salary reduction and/or deferred compensation amounts credited to the Employee's annuity contracts prior to the date of such termination.

X _____ X _____
Employee Signature Date Authorized Employer Signature Date

Financial Professional Name / Phone # _____ Title: _____