

**CASE WESTERN RESERVE UNIVERSITY  
DEFERRED COMPENSATION PLAN AGREEMENT AND ELECTION FORM**

**Employee Information: (Please print)**

Name \_\_\_\_\_

CWRU Phone Number \_\_\_\_\_ Employee ID \_\_\_\_\_

Campus Address \_\_\_\_\_

I acknowledge that as an Eligible Employee of Case Western Reserve University ("CWRU"), I may participate in the Case Western Reserve University Deferred Compensation Plan (the "Plan"). Regarding that opportunity, I hereby voluntarily and irrevocably elect as follows:

**1. Effective Date of Election (complete the date)**

This election is for compensation that is payable on or after \_\_\_\_\_. This election will remain in effect until a new election form is received by CWRU.

*Note: This form must be received by CWRU prior to the first business day of the month of execution.*

**2. Election to Defer**

I hereby elect to participate in the Plan as of the effective date specified in item 1 and authorize CWRU to defer under the Plan, in the amount described below, Basic Compensation otherwise earned and becoming payable to me.

I elect to defer \$\_\_\_\_\_ per month of my Basic Compensation, subject to the maximum dollar limitations described in the Plan.

I understand that, subject to the maximum dollar limitations, I may defer any portion of my Basic Compensation, except for (1) any amounts deferred under the CWRU 403(b) plan in which I participate, and (2) any amounts that must be withheld from my Basic Compensation to satisfy FICA (Social Security and Medicare) tax obligations. CWRU will reduce my paychecks by the amount necessary to defer the dollar amount of my Basic Compensation indicated above.

**3. Investment Alternatives (check A or B)**

A. Vanguard (Vanguard 457(b) enrollment and investment election form attached)

B. TIAA-CREF (TIAA-CREF 457(b) enrollment and investment election form attached)

**4. General Acknowledgments**

I understand and acknowledge the following:

(a) All deferrals of my compensation under the Plan are a voluntary deferral of such compensation.

(b) This Agreement will remain in effect unless terminated by me upon 30 days' written notice, I die or my CWRU employment terminates.

(c) The amount of compensation deferral may be changed only on each quarter of the calendar year, effective for compensation earned from and after the first day of the month following the month in which a Change in Deferral Form is executed by me. The Change in Deferral Form must be received by CWRU prior to the first business day of the month of execution.

- (d) The amount of compensation deferral is limited under the Internal Revenue Code.  
 Catch-up contributions may be made for one or more of the last 3 years ending before your normal retirement date under the Plan. Catch-up contributions cannot exceed the lesser of (1) twice the general calendar year limitation or (2) the sum of the general calendar year limitation for the calendar year plus the unused general calendar year limitations for previous years.
- (e) All distributions from the Plan will be reduced by any federal, state and local taxes required by law to be withheld from such payments. Current compensation shall also be reduced by any taxes, such as FICA taxes, required to be withheld with respect to deferred compensation under any federal, state or local law.
- (f) I (and my Beneficiary or Beneficiaries) will be entitled to receive distributions from the Plan only under the terms of the Plan.
- (g) My participation in the Plan through completion of this Form does not constitute an employment agreement.
- (h) Any rights created as a result of my participation in the Plan are unfunded and unsecured contract rights.
- (i) The Plan is subject to change or discontinuance at any time by CWRU.
- (j) I understand that this Agreement is intended to be exempt from registration under the Securities Act, and in accordance therewith and in furtherance thereof, I represent and warrant and agree as follows:
  - (i) I have such knowledge and experience in financial, tax, and business matters so as to enable me to utilize the information made available to me in connection with the Plan to evaluate the merits and risks of the Plan and to make an informed decision with respect thereto; and
  - (ii) I have received information relating to the Plan and have carefully reviewed and understand the information contained therein;
  - (iii) I have had a reasonable opportunity to ask questions of and receive answers from a person or persons acting on behalf of CWRU concerning the Plan, and all such questions have been answered to my full satisfaction;
  - (iv) I have adequate means of providing for my current financial needs and contingencies, am able to bear the substantial economic risks of the Plan for an indefinite period of time, have no need for liquidity in the assets placed in the Plan, and, at the present time, could afford a complete loss of such assets; and
  - (v) I am not relying on CWRU with respect to the tax and other economic considerations of the Plan.

Employee Signature \_\_\_\_\_ Date \_\_\_\_\_

*Benefits Administration Use Only*

Received by: \_\_\_\_\_ Effective Date: \_\_\_\_\_