

MILWAUKEE HEALTH SERVICES, INC.

TAX-SHELTERED ANNUITY SALARY REDUCTION AGREEMENT

Instructions: This Agreement must be completed by the Employee and retained by the Employer. The option to elect salary reduction contributions must be offered to all Employees eligible to participate in the Employer's TSA Program, up to the limits set forth annually by the federal government.

Employees who age 50 or over and have reached the maximum annual limits are eligible for additional Catch-up deductions of up to \$5,500 per year; however, the employee must elect Catch-up deductions when he or she has reached his or her maximum regular annual deduction. Checking both Regular Deduction and Catch-up Deduction authorizes Catch-up deductions automatically upon reaching the regular annual deduction maximum, unless the Employee submits another Agreement that will replace the current Agreement.

Employee's Name: _____ Social Security Number _____

Employer's Name Milwaukee Health Services, Inc.

As an eligible participant in the tax-sheltered annuity program sponsored by the Employer ("Employer's TSA Program") that meets the requirements of Section 403(b) of the Internal Revenue Code of 1986 ("Code"), the Employee hereby enters into this Salary Reduction Agreement with the Employer to contribute amounts to purchase an annuity contract offered under the Employer's TSA Program, and the parties hereto agree as follows:

- (1) The Employee authorizes the Employer to reduce the Employee's compensation by an amount equal to:
 \$ _____ per pay period for: Regular Deduction Catch-up Deduction (age 50 or over)
- (2) The amount specified above shall be withheld by the Employer effective as of _____, 20____ (date must be later than the execution of this Agreement), and shall be remitted to Equitable at its Equi-Vest Unit Annuity Collections, P.O. Box 13463, Newark, NJ 07188-0463 for contribution to a non-forfeitable annuity contract that meets the requirements of Code Section 403(b).
- (3) It is understood and agreed between the parties that the annuity contract(s) purchased hereunder shall be the sole and exclusive property of the Employee. The undersigned Employee shall hold harmless and indemnify the District, 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 Equitable Life Assurance Society of the United States tax-sheltered annuity contracts.
- (4) This Agreement is legally binding and irrevocable with respect to salary reduction amounts earned while this Agreement is in effect and shall supersede any prior salary reduction agreement between the Employee and the Employer under the Employer's TSA Program.

This Agreement will remain in force until any one of these events occur:

- (a) Written notification of termination of this Agreement (including signing a new agreement), with at least 30 days advance notice, is received by the Employer;
 - (b) The Employee terminates employment with the Employer for any reason including the Employee's death or disability;
 - (c) The Employer terminates sponsorship of the Employer's TSA Program; or
 - (d) The Employer ceases to qualify as an entity eligible to maintain a TSA Program.
- (5) The Employee agrees to provide any and all information reasonably required by 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 qualified plan or any other 403(b) plan, and to contact his or her Agent as soon as possible if the Employee's employment status and/or compensation changes at any time after this Agreement takes effect.

Any termination of this Agreement will not affect salary reduction amounts credited to the Employee's annuity contract prior to the date of such termination.

Agreed to by the Employee:

Acknowledged and received by the Employer:

Signature of Employee

Print Name of Authorized Individual

Date

Signature of Authorized individual

Date