

Nonqualified Deferred Compensation Prototype Plan

TOP-HAT PLAN EXEMPTION STATEMENT¹

U.S. Department of Labor
Employee Benefits Security Administration
Top-Hat Plan Exemption
200 Constitution Ave., NW, N-1513
Washington, D.C. 20210

Employer Name: Edwin Gould Foundation For Children
Address: 55 Exchange Place, 6th Floor, New York, NY 10005
Employer EIN: 13-5675642

The Employer maintains a Plan (or Plans) primarily for the purpose of providing deferred compensation for a select group of management or highly compensated employees.

Number of Plans: 1

Number of Employees in Plan(s): 1

EBSA/PUBLIC DISCLOSURE
2011 MAR 30 PM 3:22

¹ To avoid an annual return (Form 5500) filing requirement, the employer must submit this statement to the DOL no later than 120 days after the plan becomes subject to Part 1 of Title 1 of ERISA. DOL Reg. §2520.104-23(b). A plan generally becomes subject to Part 1 of the Title 1 of ERISA on the later of the date of adoption or the effective date of the plan. See DOL Reg. §2520.104b-2(a)(3). Only one statement is required per employer maintaining the plan or plans.

**457 PLAN
BENEFICIARY DESIGNATION**

To the Plan Administrator/Trustee of Edwin Gould Foundation For Children
Deferred Compensation Plan ("Plan"):

Re: Cynthia Weissblum, Participant

Pursuant to the provisions of the Plan permitting the designation of a Beneficiary or Beneficiaries by a Participant, I hereby designate the following person or persons as primary and secondary Beneficiaries of my Account under the Plan payable by reason of my death:

Primary Beneficiary(ies) [include address and relationship]:
LARRY WEISSBLUM (spouse) Edwin Gould Foundation 55 Exchange Place 6th floor NY NY 10005

Contingent Beneficiary(ies) [include address and relationship]:
LIANNA WEISSBLUM (child) EVAN WEISSBLUM (child) Same address as above

Trust beneficiary. If you name a trust as a Beneficiary, you also must satisfy additional documentation requirements no later than your "required beginning date." The Plan Administrator will provide you with the additional forms you must complete.

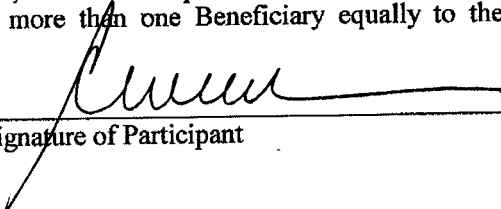
Effect of divorce. A divorce decree or a decree of legal separation automatically revokes a designation of your spouse as a Beneficiary, unless the decree or a qualified domestic relations order provides otherwise.¹

Community property. If your 457 Account is community property, see the attached consent of Spouse for Community Property State.

I RESERVE THE RIGHT TO REVOKE OR CHANGE ANY BENEFICIARY DESIGNATION. I HEREBY REVOKE ALL PRIOR DESIGNATIONS (IF ANY) OF PRIMARY BENEFICIARIES AND CONTINGENT BENEFICIARIES.

The Plan Administrator/Trustee will pay all sums payable under the Plan by reason of my death to the primary Beneficiary, if he or she survives me, and if no primary Beneficiary survives me, then to the contingent Beneficiary, and if no named Beneficiary survives me, then the Plan Administrator/Trustee will pay all amounts in accordance with the Plan. I understand that, unless I have provided otherwise above, the Plan Administrator/Trustee will pay all sums payable to more than one Beneficiary equally to the living Beneficiaries.

March 15 2010
Date of this Designation


Signature of Participant

**457 Plan
Salary Reduction Agreement**

To the Plan Administrator of Edwin Gould Foundation For Children Deferred Compensation Plan ("Plan").

In accordance with provisions of the Plan permitting Participants to make Salary Reduction Contributions, I enter into this Salary Reduction Agreement ("Agreement") with Edwin Gould Foundation For Children (the "Employer").

Plan Compensation. The Plan defines compensation from which I may make Salary Reduction Contributions as my total Compensation from the Employer. This amount is my "Compensation" for purposes of this Agreement.

Compensation to which Agreement applies. I elect to make Salary Reduction Contributions from the following portion of my Compensation:

Total Compensation. My total Compensation (including bonus and other irregular amounts).

Total Compensation excluding bonus. My total Compensation (but excluding bonus).

Bonus only. My Compensation consisting only of the following bonus amount(s): _____ [identify by amount(s), payroll date(s), etc.]. In making this election, I do not intend to change my existing Salary Reduction Agreement (if any) as to Compensation *other than* the bonus described in this Agreement.

Salary reduction amount. The Employer will withhold from my Compensation the following amount:

_____ % of my Compensation. [, but not less than 1% and I must specify a whole percentage number.]
 \$ A TOTAL of \$16,500 annually divided by pay period [, but not less than \$ _____ and I must specify a whole dollar amount.]

\$ _____ as a Normal Retirement Age catch-up for _____ (specify Taxable Year(s)).

Zero. I hereby terminate my prior Salary Reduction Agreement. [Note: If you have no Salary Reduction Agreement presently in effect and wish not to defer, do not complete this Agreement. Elect "zero" only if you wish to terminate Salary Reduction Contributions under a prior Salary Reduction Agreement now in effect.]

Frequency. This Agreement applies to Compensation (i.e., to each paycheck) paid after the effective date of the Agreement.

Salary Reduction Contribution Account/Contribution to Trust. The Plan Administrator will credit my Salary Reduction Contributions to a Salary Reduction Contribution Account under the Plan for my benefit.

Taxation. My Salary Reduction Contributions are not subject to federal or state income taxes until distributed from the Plan [or otherwise made available to me], [but are subject to FICA, FUTA and medicare taxes. The Employer will deduct from my remaining Compensation these taxes I owe with respect to my Salary Reduction Contributions.]

Effective date/term/changes. This Agreement is effective as of the first day of the next month following the date the Plan Administrator accepts it. If I am a new Employee entering the Plan on my hire date, I may execute this Agreement on or before my hire date, effective as of my hire date. This Agreement remains in effect until I change (revoke or modify) it. I may change my Agreement only by providing to the Plan Administrator a new Salary Reduction Agreement and any change may take effect no earlier than the next calendar month. [I must deliver to the Plan Administrator my completed Agreement at least five business days before the month for which my change is effective. If I change my Agreement, I may not file a new Agreement which is effective earlier than the beginning of the next calendar quarter following

the change.] If I enter into a new Agreement subsequent to the date of this Agreement, the subsequent Agreement acts a revocation of the prior Agreement, except as I specify otherwise in this Agreement.

Vesting/distribution. I am 100% vested immediately in my Salary Reduction Contribution Account. I may receive distribution of my Account only in accordance with the Plan terms.

Investment. My Account will be subject to investment gain or loss in accordance with my investment direction.

Dated this 1 day of March, 2011.

PARTICIPANT: Cynthia Lew [signature]
Cynthia Weiss [print/type name]

Accepted for the Plan Administrator on this 1 day of March, 2011.

By: Mark Bieler [signature]
Mark Bieler, Chairman [print/type name, title]

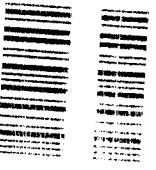
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ADDITIONAL RESTRICTIONS APPLY:

WEIGHT LIMIT ON ADDITIONAL APPLIES

Forms are required. Consult the International Mail Manual (IMM) at pa.usps.gov for details.

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From Edwin Gould Foundation
55 Exchange Place
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Issue 22a, January 2002

Country of Destination: *France*

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