

**GOVERNMENT OF THE DISTRICT OF COLUMBIA 401(a)
DEFINED CONTRIBUTION PLAN**

As Amended and Restated Effective January 1, 2020

**GOVERNMENT OF THE DISTRICT OF COLUMBIA 401(a)
DEFINED CONTRIBUTION PLAN**

As Amended and Restated Effective January 1, 2020

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS AND CONSTRUCTION.....	2
1.1 DEFINITIONS.....	2
ADMINISTRATOR	2
ANNUAL ADDITIONS	2
AUTHORIZED LEAVE OF ABSENCE	2
BASE SALARY	2
BASIC CONTRIBUTION ACCOUNT	3
BASIC CONTRIBUTIONS.....	3
BENEFICIARY	3
CFO.....	3
COVERED EMPLOYMENT	3
CREDITABLE SERVICE	3
D.C. CODE	4
DETENTION OFFICER	4
DISABILITY	4
DISCRETIONARY MATCHING CONTRIBUTIONS.....	4
DISCRETIONARY MATCHING CONTRIBUTIONS ACCOUNT.....	4
DISTRICT.....	4
DISTRICT OF COLUMBIA COURTS	4
DOMESTIC PARTNER.....	4
EFFECTIVE DATE.....	4
ELIGIBLE EMPLOYEE	4
EMPLOYEE	4
EMPLOYER	4
EMPLOYMENT COMMENCEMENT DATE.....	5
INDEPENDENT AGENCY	5
INTERNAL REVENUE CODE	5
LIMITATION YEAR	5
MANDATORY MATCHING CONTRIBUTIONS.....	5
MANDATORY MATCHING CONTRIBUTION ACCOUNT.....	5
MANDATORY MATCHING CONTRIBUTION PARTICIPANT.....	5
MAYOR.....	5
MILITARY DIFFERENTIAL PAY	5
NON-COVERED EMPLOYMENT	5
NORMAL RETIREMENT AGE.....	6
PARTICIPANT.....	6
PARTICIPATING BODY	6
PERIOD OF SERVICE	6
PERIOD OF SEVERANCE	6
PLAN	6

	PLAN ACCOUNT	6
	PLAN YEAR	7
	PRIOR PLAN	7
	REEMPLOYMENT COMMENCEMENT DATE.....	7
	REMUNERATION.....	7
	ROLLOVER CONTRIBUTION ACCOUNT	7
	ROLLOVER CONTRIBUTIONS	7
	SERVICE.....	8
	SEVERANCE FROM SERVICE DATE	8
	SPOUSE.....	8
	TRUST	8
	TRUST FUND	8
	TRUSTEE.....	8
	VALUATION DATE	9
	YEAR[S] OF CREDITABLE SERVICE	9
1.2	INCORPORATION OF TRUST AGREEMENT	9
ARTICLE 2 ELIGIBILITY FOR PARTICIPATION IN THE PLAN.....		10
2.1	ELIGIBILITY FOR PARTICIPATION; RESUMPTION OF PARTICIPATION	10
2.2	TERMINATION OF PARTICIPATION	10
2.3	RESUMPTION OF PARTICIPATION	11
2.4	ENROLLMENT	11
2.5	DETERMINATION OF ELIGIBILITY	11
ARTICLE 3 CREDITED SERVICE.....		12
3.1	PERIODS OF SERVICE COUNTED FOR VESTING PURPOSES.....	12
3.2	EFFECT OF PERIOD OF SEVERANCE ON CREDIT FOR PERIODS OF SERVICE.....	12
3.3	PERIODS OF SERVICE DISREGARDED FOR VESTING PURPOSES	12
3.4	AUTHORIZED LEAVES OF ABSENCE.....	13
3.5	REINSTATEMENT OF REMOVED OR SUSPENDED EMPLOYEE OR PARTICIPANT.....	13
ARTICLE 4 CONTRIBUTIONS.....		14
4.1	BASIC CONTRIBUTIONS.....	14
4.2	DISCRETIONARY MATCHING CONTRIBUTION.....	15
4.3	EMPLOYEE CONTRIBUTIONS	15
4.4	MANDATORY MATCHING CONTRIBUTIONS.....	15
4.5	ROLLOVER CONTRIBUTIONS	16
4.6	ERRONEOUS CONTRIBUTIONS.....	16
ARTICLE 5 ACCOUNTS, ALLOCATIONS AND INVESTMENTS.....		18
5.1	ESTABLISHMENT OF SEPARATE PARTICIPANT ACCOUNTS.....	18
5.2	ALLOCATION OF EARNINGS, LOSSES AND EXPENSES.....	18
5.3	LIMITS ON ANNUAL ADDITIONS	19
5.4	ERRONEOUS ALLOCATIONS.....	20

5.5	INVESTMENT OF ACCOUNTS	21
ARTICLE 6 DISTRIBUTIONS.....		23
6.1	RETIREMENT	23
6.2	DEATH OF PARTICIPANT	23
6.3	DISABILITY	23
6.4	TERMINATION PRIOR TO RETIREMENT	24
6.5	REHIRED PARTICIPANT	25
6.6	DIRECT ROLLOVERS.....	25
6.7	METHOD OF DISTRIBUTION.....	27
6.8	SMALL DISTRIBUTIONS	28
6.9	REQUIRED MINIMUM DISTRIBUTIONS	28
6.10	DISTRIBUTIONS UPON DEATH OR DISABILITY DURING QUALIFIED MILITARY SERVICE.....	31
6.11	TRANSFER OF ACCOUNTS OF LATERAL PARAMEDICS AND EMERGENCY MEDICAL TECHNICIANS	32
6.12	WITHDRAWALS WHILE EMPLOYED	32
6.13	CARES ACT DISTRIBUTIONS.....	32
6.14	IN-SERVICE DISTRIBUTION.....	32
ARTICLE 7 ADMINISTRATION.....		34
7.1	APPOINTMENT OF ADMINISTRATOR.....	34
7.2	DESIGNATION OF EMPLOYEES WHO MAY ACT FOR THE EMPLOYER	34
7.3	DUTIES AND POWERS OF ADMINISTRATOR	34
7.4	DUTIES AND POWERS OF TRUSTEE.....	35
7.5	PARTICIPATION BY EMPLOYEES ACTING AS ADMINISTRATOR	35
7.6	AGENTS	35
7.7	ALLOCATION OF DUTIES	35
7.8	DELEGATION OF DUTIES	36
7.9	ADMINISTRATOR'S ACTION CONCLUSIVE.....	36
7.10	COMPENSATION AND EXPENSES OF ADMINISTRATOR	36
7.11	RECORDS AND REPORTS	36
7.12	LIABILITY	36
7.13	PLAN AND FUND EXPENSES	37
7.14	PAPERLESS COMMUNICATIONS	37
ARTICLE 8 CLAIMS PROCEDURE.....		38
8.1	CLAIM FOR BENEFITS.....	38
8.2	NOTICE OF DENIAL	38
8.3	RIGHT TO RECONSIDERATION	38
8.4	REVIEW OF DOCUMENTS	38
8.5	DECISION BY ADMINISTRATOR.....	38
8.6	NOTICE BY ADMINISTRATOR.....	39
ARTICLE 9 AMENDMENT.....		40
9.1	AMENDMENT.....	40

9.2	PROCEDURE.....	40
ARTICLE 10 TERMINATION.....		41
10.1	RIGHT TO TERMINATE	41
10.2	EFFECT OF TERMINATION.....	41
10.3	MERGER, CONSOLIDATION OR TRANSFER OF ASSETS OF THE PLAN	41
ARTICLE 11 ADOPTION OF PLAN BY DISTRICT OF COLUMBIA COURTS AND INDEPENDENT AGENCIES.....		42
11.1	ADOPTION BY COURTS AND INDEPENDENT AGENCIES.....	42
11.2	SEPARATE PLANS.....	42
11.3	EMPLOYER OBLIGATIONS.....	42
11.4	PARTICIPATION	42
11.5	COMBINED SERVICE.....	42
11.6	ADMINISTRATION	42
11.7	AMENDMENT.....	42
11.8	TERMINATION.....	42
ARTICLE 12 MISCELLANEOUS.....		43
12.1	NO RIGHT TO EMPLOYMENT	43
12.2	RULES AND REGULATIONS.....	43
12.3	LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN	43
12.4	NO ASSIGNMENT OF BENEFITS	43
12.5	DOMESTIC RELATIONS ORDERS	43
12.6	NO DIVERSION OF FUNDS.....	44
12.7	LIABILITY LIMITED.....	44
12.8	INCAPACITY	44
12.9	BENEFITS LIMITED TO FUND	44
12.10	COOPERATION OF PARTIES	44
12.11	REPRESENTATIONS	44
12.12	CONSTRUCTION.....	44

GOVERNMENT OF THE DISTRICT OF COLUMBIA
401(a) DEFINED CONTRIBUTION PLAN
(As amended and restated effective January 1, 2020)

The District of Columbia established the GOVERNMENT OF THE DISTRICT OF COLUMBIA 401(a) DEFINED CONTRIBUTION PLAN (the “Plan”) effective as of October 1, 1987. The Plan is established and maintained pursuant to the District of Columbia Comprehensive Merit Personnel Act of 1978, effective March 3, 1979, as amended (D.C. Law 2-139; D.C. Official Code §§ 1-626.01 et seq) Employee Benefits Amendment Act of 1987 (the “CMPA”) (D.C. Law 7-27, D.C. § 1-626.02 et seq.), Chapter 26 of the District of Columbia Personnel Rules, and the District of Columbia Home Rule Act § 424(d) (the “Home Rule Act”). The Plan is intended to qualify under §§ 401(a) and 501(a) of the Internal Revenue Code of 1986, as amended (the “Internal Revenue Code”) and is a “governmental plan” within the meaning of § 414(d) of the Internal Revenue Code and § 3(32) of the Employee Retirement Income Security Act of 1974, as amended (“ERISA”).

The purpose of this Plan is to provide a retirement benefit to Employees first employed after September 30, 1987, who would otherwise have been covered by the Civil Service Retirement System, whereby the District of Columbia as the Employer shall contribute to a Trust which meets the requirements of §§ 401(a) and 501(a) of the Internal Revenue Code, a designated amount equal to not less than five percent (5%) of the Base Salary of each Employee who is a Participant in the Plan (D.C. Code § 1-626.09(c)) (except for Detention Officers for whom the District shall contribute not less than five and one-half percent (5.5%) of Base Salary (D.C. Code § 1-626.09(d))).

The District of Columbia (the “District”) amended and restated the Plan, effective January 1, 2012, to incorporate changes required by the Internal Revenue Code and related Treasury guidance and Regulations, including provisions of the Economic Growth Tax Relief Reconciliation Act of 2001 (“EGTRRA”) the Pension Protection Act of 2006 (“PPA”), and the Heroes Earnings Assistance and Relief Act of 2008 (the “HEART Act”).

The District most recently amended and restated the Plan, effective as of September 1, 2015, in order to authorize the Administrator to allow Participants to establish self-directed brokerage accounts to invest their Plan Accounts as well as to make other minor changes to the Plan.

The District hereby amends and restates the Plan, effective January 1, 2020: (i) to incorporate prior amendments, (ii) to provide for the withdrawal and waived required minimum distribution provisions under the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and (iii) to make other technical changes to the Plan.

ARTICLE 1

DEFINITIONS AND CONSTRUCTION

1.1 DEFINITIONS. The following terms, when used in the Plan, have the meanings set forth below, unless a different meaning is clearly required by the context:

ADMINISTRATOR means the CFO or the employees of the CFO who have the power to act for the CFO with respect to the administration of the Plan.

ANNUAL ADDITIONS means the sum of those amounts allocated to a Participant's Plan Account under the Plan and under any other tax qualified retirement plan to which the Employer contributes for any Limitation Year and treated as a defined contribution plan for purposes of § 415 of the Internal Revenue Code, consisting of: (1) Basic Contributions, (2) Discretionary Matching Contributions, (3) forfeitures; and (4) amounts credited to an individual medical account (within the meaning of § 415 of the Internal Revenue Code). In addition to the foregoing, Annual Additions shall also include any other amount that is required to be treated as an annual addition under § 415 of the Internal Revenue Code. In no event shall Annual Additions be deemed to include any Rollover Contributions or other amounts excluded by § 415 of the Internal Revenue Code.

AUTHORIZED LEAVE OF ABSENCE means an authorized absence from active service, under conditions described in Section 3.4, which does not constitute a termination of employment.

BASE SALARY means the base salary or regular wages paid by the Employer to a Participant during each Plan Year (or portion thereof) during which such person is a Participant, as determined in accordance with the salary schedule of the Employer applicable to the Participant. Base Salary shall exclude overtime pay; holiday pay; Sunday pay; compensatory time; hazard pay; pay differentials (including night shift and environmental differentials); or any other form of Remuneration other than base salary or regular wages. A Participant's Base Salary shall include any base salary or regular wages that constitute "elective contributions" and are excludable from gross income under §§ 125, 132(f), 402(e)(3), 402(h)(1)(B) and 403(b) of the Internal Revenue Code or that constitute deferrals under an eligible deferred compensation plan within the meaning of § 457(b) of the Internal Revenue Code; provided, however, that Base Salary shall not include any "elective contributions" that are treated as "pick-up" contributions within the meaning of § 414(h)(2) of the Internal Revenue Code. Notwithstanding any other provision of the Plan, the Base Salary of any Participant taken into account under the Plan for any Plan Year may not exceed \$200,000, as adjusted from time to time for cost of living in accordance with § 401(a)(17) of the Internal Revenue Code. The cost of living adjustment in effect for a calendar year applies to Base Salary for the determination period that begins with or within such calendar year.

In the event that an individual receives Military Differential Pay under the policies that may be established from time to time by the Employer, such Military Differential Pay will be treated as Base Salary, to the extent those payments do not exceed the amounts

the individual would have received as Base Salary if the individual had continued to perform services for the Employer rather than entering qualified military service (within the meaning of § 414(u)(5) of the Internal Revenue Code). Further, the Plan will not be treated as failing to meet the requirements of any provision described in § 414(u)(1)(C) of the Internal Revenue Code by reason of any contribution or benefit that is based on such Military Differential Pay, but only if all Employees of the Employer performing service in the uniformed services are entitled to receive Military Differential Pay on reasonably equivalent terms and, if eligible to participate in a retirement plan maintained by the Employer, are eligible for contributions based on payments on reasonably equivalent terms.

BASIC CONTRIBUTION ACCOUNT means that portion of a Participant's Plan Account which is attributable to contributions made under Section 4.1.

BASIC CONTRIBUTIONS means the basic contributions made by the Employer pursuant to Section 4.1.

BENEFICIARY means the person or persons designated by the Participant on his or her beneficiary designation form (which has been completed in good order and received by the Administrator or its designated agent prior to the date of death of the Participant) as being entitled to receive the Participant's Plan Account upon the Participant's death, or, in some cases, after the death of the Participant's designated Beneficiary. If there is no designated Beneficiary, or the beneficiary designation form is ineffective because it is not in good order, or all the designated beneficiaries predecease the Participant, then a Participant's Beneficiary shall be deemed to be his or her surviving Spouse or Domestic Partner (who must furnish affirmative proof of such status at the time of the Participant's death), or if he or she has no surviving Spouse or Domestic Partner, the Beneficiary shall be his or her estate. An individual who is a Beneficiary shall be considered the beneficiary for purposes of § 401(a)(9) of the Internal Revenue Code and Treas. Reg. § 1.401(a)(9)-4.

CFO means the Chief Financial Officer of the District.

COVERED EMPLOYMENT means Service by an Employee in any position that is under the personnel authority (a) of the Mayor, (b) an executive agency with independent personnel authority that reports to the Mayor, or (c) the CFO. Covered Employment also includes Service as an Employee of the District of Columbia Courts, but only if the Courts have duly adopted the Plan with the approval of the Mayor; or Service as an Employee of an independent agency, as defined by D.C. Code § 1-603.01, but only if said agency has duly adopted the Plan with the approval of the Mayor. In no event shall Covered Employment include any Service specifically excluded as "Non-Covered Employment."

CREDITABLE SERVICE has the meaning ascribed in D.C. Code § 1-626.04(1). Creditable Service shall be determined based upon Periods of Service completed while an Eligible Employee is in Covered Employment. Creditable Service shall not include any period during which an Employee was employed in Non-Covered Employment.

D.C. CODE means the District of Columbia Official Code, as amended from time to time.

DETENTION OFFICER has the meaning ascribed in D.C. Code § 1-626.04(2).

DISABILITY means disability of the Participant that has resulted in an award of Social Security disability benefits.

DISCRETIONARY MATCHING CONTRIBUTIONS means any discretionary matching contributions made by the Employer pursuant to Section 4.2.

DISCRETIONARY MATCHING CONTRIBUTION ACCOUNT means that portion of a Participant's Plan Account which is attributable to any Discretionary Matching Contributions.

DISTRICT means the District of Columbia government, as defined in D.C. Code § 1-603.01.

DISTRICT OF COLUMBIA COURTS mean the District of Columbia Court of Appeals, the Superior Court of the District of Columbia and the District of Columbia Court System, all of which were originally established by The District of Columbia Court Reform and Criminal Procedure Act of 1970 (P.L. 91-358).

DOMESTIC PARTNER means a domestic partner, within the meaning of D.C. Code § 32-701(3) that has registered under § 32-702(a).

EFFECTIVE DATE means January 1, 2020, the date as of which the Plan is amended and restated.

ELIGIBLE EMPLOYEE means, except for employees in NON-COVERED EMPLOYMENT, (a) all full-time permanent employees, (b) part-time permanent employees who work at least thirty (30) hours per week, and (c) term appointments of more than twelve (12) months.

EMPLOYEE means any natural person first employed by the Employer after September 30, 1987; provided, however, that the term "Employee" shall not include any person who is classified by the Employer as working or providing services in a non-employee capacity (including, without limitation, a person classified as an independent contractor) notwithstanding the later reclassification by a court or any regulatory agency of the person as a common law employee of the Employer; and provided further that the term "Employee" shall not include any person who is covered by the Civil Service Retirement System.

EMPLOYER means (1) the District, (2) the District of Columbia Courts, to the extent that the District of Columbia Courts have duly adopted the Plan with the

approval of the Mayor, and (3) any Independent Agency that has duly adopted the Plan with the approval of the Mayor.

EMPLOYMENT COMMENCEMENT DATE means the date on which a person first performs Service for the Employer as an Employee.

INDEPENDENT AGENCY means an independent agency as defined by D.C. Code § 1-603.01.

INTERNAL REVENUE CODE means the Internal Revenue Code of 1986, as amended from time to time.

LIMITATION YEAR means the Plan Year.

MANDATORY MATCHING CONTRIBUTIONS means any mandatory matching contributions made by the Employer pursuant to Section 4.4.

MANDATORY MATCHING CONTRIBUTION ACCOUNT means that portion of a Participant's Plan Account which is attributable to any Mandatory Matching Contributions.

MANDATORY MATCHING CONTRIBUTION PARTICIPANT means those Participants who are employed by the Council, the Office of the District of Columbia Auditor and the Office of Advisory Neighborhood Commissions.

MAYOR means the Mayor of the District.

MILITARY DIFFERENTIAL PAY means any payment that, under the policies that may be established from time to time by the Employer, is made by the Employer to an individual with respect to any period during which the individual is performing service in the Uniformed Services (as defined in Section 6.4(c)(3)), while on active duty for a period of more than 30 days, and which represents all or a portion of the Base Salary the individual would have received from the Employer if the individual were performing service for the Employer, all as determined in accordance with § 3401(h)(2) of the Internal Revenue Code.

NON-COVERED EMPLOYMENT means the following Employees or service by an Employee in any of the following positions:

(a) any position where the Employee serves under an appointment of one (1) year or less, except when the appointment to such position follows Service in Covered Employment that is separated by a break in Service of three (3) days or less;

(b) any position that does not have a schedule of days and hours of work (*i.e.*, a scheduled workweek and scheduled hours on each day that an Employee is scheduled to work);

(c) any position which is not paid according to the Employer's pay schedule and which is held by a patient or resident in a hospital, home, or penal or mental institution of the District;

(d) any position where the Employee is paid on a contract or fee basis;

(e) any other position deemed to be Non-Covered Employment pursuant to the Home Rule Act, any rules promulgated pursuant to the Home Rule Act, or this Plan document.

NORMAL RETIREMENT AGE means the Participant's sixty-fifth (65th) birthday.

PARTICIPANT means any Eligible Employee who has met the participation requirements of Section 2.1 or 2.3 and becomes a participant in the Plan in accordance with Article 2. A Participant shall continue to be a Participant as long as he or she has a Plan Account.

PARTICIPATING BODY means the District of Columbia Courts or an Independent Agency that has adopted the Plan in accordance with Article 11.

PERIOD OF SERVICE means a period of Service commencing on the Employee's Employment Commencement Date or Reemployment Commencement Date, whichever is applicable, and ending on the Employee's Severance from Service Date.

PERIOD OF SEVERANCE means a period of time commencing on an Employee's Severance from Service Date and ending on the Employee's Reemployment Commencement Date.

PLAN means the Government Of The District of Columbia 401(a) Defined Contribution Plan as set forth in this document and as amended from time to time.

PLAN ACCOUNT means the account established and maintained for each Participant to reflect the contributions made by or for the benefit of the Participant and the income, gains and losses (whether or not realized) allocated or attributable thereto. Each Participant's account shall be charged with its proportionate share of any expenses paid from the Plan in accordance with Section 7.13 and shall also include any functional subaccounts as may be established by the Administrator from time to time pursuant to Section 5.1. To the extent that the Administrator determines that a functional subaccount no longer needs to be maintained, such functional subaccount may be combined with another functional subaccount. The functional subaccounts are as follows:

- Basic Contribution Account
- Discretionary Matching Contribution Account
- Rollover Contribution Account
- Mandatory Matching Contribution Account

PLAN YEAR means each twelve (12) month period beginning October 1 and ending September 30 in which the Plan is in effect.

PRIOR PLAN means the terms of the Plan as in effect immediately prior to the Effective Date.

REEMPLOYMENT COMMENCEMENT DATE means the date on which a person first performs Service for the Employer as an Employee following a Period of Severance.

REMUNERATION means wages as are defined in § 3401(a) of the Internal Revenue Code for purposes of income tax withholding at the source (but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed), and all other wages for which the Employer is required to furnish the Employee a written statement pursuant to §§ 6041(d), 6051(a)(3) and 6052 of the Internal Revenue Code. Remuneration shall include amounts which are “elective contributions” that are not includible in gross income under §§ 125, 132(f), 402(e)(3), 402(h)(1)(B) or 403(b) of the Internal Revenue Code, and amounts deferred by an Employee under an eligible deferred compensation plan within the meaning of § 457(b) of the Internal Revenue Code. Remuneration shall be determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed. Remuneration does not include any employee contributions picked up by the Employer as described in § 414(h)(2) of the Internal Revenue Code. Remuneration with respect to any Plan Year shall in no event exceed the dollar limit specified in § 401(a)(17) of the Internal Revenue Code (as adjusted from time to time by the Secretary of the Treasury). The cost of living adjustment in effect for a calendar year applies to Remuneration for the determination period that begins with or within such calendar year. Solely for purposes of § 415 of the Internal Revenue Code, Remuneration includes amounts that are paid to the Participant by the later of (i) 2½ months after the Participant’s termination of employment, or (ii) the end of the Limitation Year that includes the date of the Participant’s termination of employment; provided that these payments consist of regular compensation for services during the Participant’s regular working hours.

ROLLOVER CONTRIBUTION ACCOUNT means that portion of a Participant’s Plan Account which is attributable to contributions made under Section 4.3.

ROLLOVER CONTRIBUTIONS means assets held for the benefit of a Participant which were received by the Participant from (1) an eligible plan under § 457(b) of the Internal Revenue Code, which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state as described in § 457(e)(1)(A) of the Internal Revenue Code, (2) another qualified retirement plan described in § 401(a) of the Internal Revenue Code or annuity plan described in § 403(a) of the Internal Revenue Code, excluding after-tax employee contributions; (3) an annuity contract described in § 403(b) of the Internal Revenue Code, excluding after-tax employee contributions; or (4) a distribution from an individual retirement account or annuity described in §§ 408(a) or 408(b) of the Internal Revenue

Code, which may be rolled over or transferred to the Plan by or at the direction of the Participant pursuant to the requirements for a rollover contribution contained in the applicable provisions of the Internal Revenue Code. The term Rollover Contributions shall also mean assets representing a Participant's nonforfeitable interest in another qualified retirement plan, which assets have been transferred directly from the trustee (or other fiduciary) of such other plan, account or annuity to the Trustee of the Plan.

SERVICE means employment with the Employer first beginning after September 30, 1987.

SEVERANCE FROM SERVICE DATE means the earliest to occur of (a) the date on which an Employee quits, retires, or is discharged from employment with the Employer or dies, (b) the date on which an Employee ceases to be employed in Covered Employment, or (c) the first date of a period in which an Employee remains absent from Service (with or without pay) with the Employer for any reason other than quit, retirement, discharge or death.

Solely for purposes of determining whether a Period of Severance has occurred, a Severance from Service Date shall not occur with respect to a Participant who is on an Authorized Leave of Absence, provided that the Participant returns to Covered Employment immediately following expiration of such Authorized Leave of Absence. If a Participant does not return to Covered Employment immediately following expiration of an Authorized Leave of Absence, the Participant shall be deemed to have separated from Service on the date that the Authorized Leave of Absence expired.

SPOUSE means the person legally married to the Employee on the relevant date (including, without limitation, two persons in a valid domestic partnership that have been married in accordance with D.C. Code § 46-401).

TRUST means one or more separate trust agreements which form a part of the Plan. The term "Trust" shall include one or more custodial accounts that meet the requirements of § 401(f) of the Internal Revenue Code and that the Administrator uses in lieu of or in addition to one or more trust agreements. Notwithstanding any contrary provision in the Plan, the Trustee may, with the approval of the Administrator, transfer all or a portion of the assets of the Plan to a common, collective, or commingled trust fund which is exempt from U.S. federal income taxation under § 501(a) of the Internal Revenue Code by reason of qualifying as a "group trust" under Revenue Ruling 81-100 (or any successor guidance thereto), and which is designed and operated for the exclusive investment of trust assets held under plans qualified under § 401(a) of the Internal Revenue Code (and certain other tax-favored retirement plans).

TRUST FUND means the assets of the Trust.

TRUSTEE means the CFO, or any entity designated by the CFO to serve as trustee under the Trust. The term "Trustee" shall include a custodian designated by the CFO under any custodial account.

VALUATION DATE means the last day of a Plan Year, and any other date or dates chosen by the Administrator as of which the Trust is valued.

YEAR[S] OF CREDITABLE SERVICE means, for purposes of eligibility and vesting, a Participant's total number of whole years of Creditable Service. Any non-successive Periods of Service included in accordance with the provisions of Section 3.2 shall be aggregated and any Periods of Service less than a whole year or a whole month (whether or not consecutive) shall be aggregated on the basis that twelve (12) months of Service equals a whole Year of Service and that thirty (30) days of service equals a whole month of Service.

1.2 INCORPORATION OF TRUST AGREEMENT. The Trust agreement(s), as the same may be amended from time to time, is(are) intended to be and hereby is(are) incorporated by reference into the Plan and for all purposes shall be deemed a part of the Plan.

ARTICLE 2
ELIGIBILITY FOR PARTICIPATION IN THE PLAN

2.1 ELIGIBILITY FOR PARTICIPATION; RESUMPTION OF PARTICIPATION.

(a) Each person who was a Participant under the provisions of the Prior Plan shall continue as a Participant in the Plan on the Effective Date.

(b) Each Eligible Employee who is employed by the Employer in Covered Employment on the Effective Date, but who was not a Participant in the Prior Plan, shall become a Participant on the first day of the first payroll period coincident with or next following the date on which the Eligible Employee completes one (1) Year of Creditable Service, provided he or she is an Eligible Employee on that date.

(c) Each Employee who is employed by the Employer on the Effective Date, but who is not an Eligible Employee on the Effective Date, shall become a Participant on the first day of the first payroll period coincident with or next following the date on which the Employee becomes an Eligible Employee and completes one (1) Year of Creditable Service, provided he or she is an Eligible Employee on that date.

(d) Each Eligible Employee who first commences Covered Employment on or after the Effective Date shall become a Participant on the first day of the first payroll period coincident with or next following the date on which the Eligible Employee completes one (1) Year of Creditable Service, provided he or she is an Eligible Employee on that date.

(e) If an Employee is not an Eligible Employee on his or her date of hire, or on the date the Employee would have otherwise become a Participant in the Plan in accordance with this Section 2.1, then the Employee shall become a Participant on the date he or she subsequently becomes an Eligible Employee and completes one (1) Year of Creditable Service, provided he or she is an Eligible Employee on that date.

2.2 TERMINATION OF PARTICIPATION.

(a) After commencement of his or her participation, an Eligible Employee shall remain a Participant until the earlier of (1) the date he or she terminates employment with the Employer for any reason (provided the Employee is not re-employed within three (3) business days); or (2) the date he or she ceases to be an Eligible Employee.

(b) An Employee who ceases to be an Eligible Employee (including, without limitation, an Employee who ceases to be an Eligible Employee due to a transfer to Non-Covered Employment) shall be entitled to his or her Plan Account (to the extent vested under Article 6) upon termination of employment with the Employer in accordance with the provisions of Article 6. An Employee who ceases to be an Eligible Employee but who has an undistributed Plan Account shall be treated as a Participant

with respect to the investment and distribution of his or her Plan Account until such Plan Account is distributed or forfeited pursuant to the terms of the Plan.

2.3 RESUMPTION OF PARTICIPATION.

(a) A Participant who ceases to be an Eligible Employee (but who remains an Employee) will resume participation in the Plan on the first day of the first payroll period that commences after he or she resumes Service as an Eligible Employee.

(b) A Participant who terminates employment, and who subsequently resumes employment with the Employer as an Eligible Employee before incurring a one (1) year Period of Severance, shall resume participation in the Plan on the first day of the first payroll period that commences after his or her Reemployment Commencement Date.

(c) If a Participant terminates employment and incurs a one (1) year Period of Severance, he or she shall be treated as a new Employee upon return to employment with the Employer as an Eligible Employee, and his or her participation shall be determined in accordance with Section 2.1(d).

2.4 ENROLLMENT. Participation in the Plan shall be automatic upon satisfaction of the participation requirements contained in Sections 2.1 or 2.3.

2.5 DETERMINATION OF ELIGIBILITY. The Administrator shall, in its discretion, determine the eligibility of Employees in accordance with the provisions of this Article 2.

ARTICLE 3

CREDITED SERVICE

3.1 PERIODS OF SERVICE COUNTED FOR VESTING PURPOSES. All Years of Creditable Service completed by an Employee shall be counted in determining his or her vested interest in the Plan, except Periods of Service which are disregarded under the provisions of Sections 3.2 or 3.3.

3.2 EFFECT OF PERIOD OF SEVERANCE ON CREDIT FOR PERIODS OF SERVICE.

(a) If an Eligible Employee's employment with the Employer terminates and the Employee resumes employment before incurring a one (1) year Period of Severance, then the Employee's Period of Service earned prior to his or her Period of Severance shall be reinstated to the Employee's credit for all purposes of the Plan.

(b) Except as provided in Section 3.5, if an Eligible Employee's employment with the Employer terminates and the Employee incurs a one (1) year Period of Severance, the Employee shall be treated as a new Employee upon return to employment with the Employer and the Employee's Period of Service before the one (1) year Period of Severance will not be taken into account in determining whether the Employee is vested in any Basic Contributions made by the Employer after the Employee's Reemployment Commencement Date. In addition, any Period of Service after the Period of Severance shall not be taken into account for purposes of determining whether the Employee is vested in his or her pre-severance Plan Account.

3.3 PERIODS OF SERVICE DISREGARDED FOR VESTING PURPOSES. Creditable Service shall not include any of the following Periods of Service:

(a) Any period during which an Employee or a Participant is removed or suspended from Service without pay, or is in an unauthorized leave-without pay status, either of which exceeds thirty (30) work days in a calendar year, except as otherwise provided in Section 3.5.

(b) any portion of an Authorized Leave of Absence without pay which exceeds two (2) years, except as provided under § 414(u) of the Internal Revenue Code;

(c) any Period of Service performed in Non-Covered Employment;

(d) any prior Service of an Employee employed less than one (1) year if the Employee is separated from Service in excess of three (3) work days, except as provided in Sections 3.2(a) or 3.5.

(e) any prior Service of a Participant re-employed by the District after a termination of employment in excess of one (1) year, except as provided in Section 3.2;

(f) any annual or sick leave accrued by an Employee or a Participant at the time of Separation from Service; and

(g) any Service otherwise excluded from Creditable Service by this Plan document, the Home Rule Act, or any rules promulgated pursuant to the Home Rule Act.

3.4 AUTHORIZED LEAVES OF ABSENCE.

(a) A Period of Service shall not be deemed to have terminated by the commencement of an Authorized Leave of Absence. An Authorized Leave of Absence is a temporary absence from active service (1) granted by the Employer on account of vacation, holiday, illness, incapacity (including a temporary short-term disability) or jury duty, (2) required by law or granted by the Employer on account of service in the Armed Forces of the United States, (3) during which the individual remains in active pay status, or (4) any other absence for reasons other than resignation, discharge, termination by mutual agreement, Disability, death or retirement.

(b) Subject to any applicable law, an Authorized Leave of Absence shall be deemed to have expired: (1) upon the return to service as an Employee after the Authorized Leave of Absence has commenced, (2) when it expires by the terms under which it was granted, or (3) upon the death or Disability of the Participant.

(c) If any Participant on an Authorized Leave of Absence fails to answer an inquiry by the Employer as to the status of the Authorized Leave of Absence, the Administrator may determine that the Authorized Leave of Absence had or has expired.

(d) Notwithstanding any provision of the Plan to the contrary, contributions benefits and service credit with respect to qualified military service will be provided in accordance with § 414(u) of the Internal Revenue Code.

3.5 REINSTATEMENT OF REMOVED OR SUSPENDED EMPLOYEE OR PARTICIPANT. An Employee or Participant who is removed or suspended from Service without pay but is later reinstated or restored to Service on the grounds that the removal or suspension was unwarranted or unjustified shall be entitled immediately to resume accruing Creditable Service towards becoming a Participant in the Plan or to resume participation in the Plan, whichever is applicable, and to receive the following:

(a) any Creditable Service which otherwise would have been credited pursuant to Section 3.1; and

(b) any Basic Contributions which otherwise would have been allocated to his or her Plan Account pursuant to Section 4.1.

ARTICLE 4

CONTRIBUTIONS

4.1 BASIC CONTRIBUTIONS.

(a) Subject to the provisions of Section 2.2, a Basic Contribution shall be made by the Employer for each Participant. A Participant is eligible for an allocation of the Basic Contribution for each pay period beginning on or after the Effective Date during which the Participant is employed by the Employer in Covered Employment. Eligibility for, and the amount of, any Basic Contribution for any pay period beginning before the Effective Date shall be determined under the provisions of the Prior Plan.

(b) The Basic Contribution for each pay period on or after the Effective Date will be allocated to the Basic Contribution Account of those eligible Participants who received Base Salary from the Employer during the relevant pay period as follows:

(1) Employees Other Than Detention Officers. Each Participant who is an Eligible Employee (other than a Detention Officer) shall receive an allocation for the pay period equal to the dollar amount or percentage of Base Salary designated in the budget of the District for such pay period, subject to the limitations on Basic Contributions as established by § 415 of the Internal Revenue Code; provided, however, in no event shall the amount allocated to the Participant's Plan Account for a pay period be less than five percent (5%) of the Participant's Base Salary for the pay period.

(2) Detention Officers. Each Participant who is an Eligible Employee and who is a Detention Officer shall receive an allocation for the pay period equal to the dollar amount or percentage of Base Salary designated in the budget of the District for such pay period, subject to the limitations on Basic Contributions as established by § 415 of the Internal Revenue Code; provided, however, in no event shall the amount allocated to the Participant's Plan Account for a pay period be less than five and one-half percent (5½%) of the Participant's Base Salary for the pay period.

(c) Basic Contributions to the Plan shall be determined by the Employer based on the payroll records of each Participant for each pay period.

(d) The Basic Contribution for each eligible Participant shall be made at least forty-five (45) days following the end of each calendar quarter.

(e) A Basic Contribution shall not be made with respect to:

- (1) any Employee who is not a Participant or an Eligible Employee;
- (2) any Service performed while in Non-Covered Employment;

- (3) any period of time during which a Participant is in non-pay status;
- (4) any period of time during which a Participant has been removed or suspended without pay, except as provided in Section 3.5;
- (5) any period following termination of employment (notwithstanding any severance or continuation of Base Salary for any period following such termination), except as provided in Section 3.2; or
- (6) any Participant whose participation in the Plan is not in compliance with this Plan, the Home Rule Act, or any rules promulgated pursuant to the Home Rule Act.

4.2 DISCRETIONARY MATCHING CONTRIBUTIONS.

(a) At the discretion of the Employer, and subject to the approval of the District Council, a Discretionary Matching Contribution may be made by the Employer for each designated eligible Participant who makes Pre-Tax Deferrals or Roth Deferrals under the District of Columbia Deferred Compensation Plan (the "Deferred Compensation Plan").

(b) To the extent the Employer decides to make a Discretionary Matching Contribution with respect to a pay period, each designated eligible Participant who makes Pre-Tax Deferrals or Roth Deferrals under the Deferred Compensation Plan for each such pay period may receive a Discretionary Matching Contribution of up to one hundred percent (100%) of the Participant's Pre-Tax Deferrals and Roth Deferrals made during each such pay period not in excess of three percent (3%) of Compensation (as defined in the Deferred Compensation Plan) received for each such pay period.

(c) Any Discretionary Matching Contributions to the Plan shall be determined by the Employer based on the payroll records of each eligible Participant for each pay period.

(d) Any Discretionary Matching Contributions for each eligible Participant shall be made at least forty-five (45) days following the end of each calendar quarter.

4.3 EMPLOYEE CONTRIBUTIONS. Employee contributions to the Plan are neither required nor permitted.

4.4 MANDATORY MATCHING CONTRIBUTIONS

(a) The Employer shall make a Mandatory Matching Contribution for each Mandatory Matching Contribution Participant who makes Pre-Tax Deferrals and Roth Deferrals under the District of Columbia Deferred Compensation Plan (the

“Deferred Compensation Plan”) for each pay period in an amount equal to one hundred percent (100%) of such Participant’s Pre-Tax Deferrals and Roth Deferrals made during each such pay period, but not in excess of three percent (3%) of the Mandatory Matching Contribution Participant’s base salary during such pay period.

(b) The Mandatory Matching Contributions to the Plan shall be determined by the Employer based on the payroll records of each Mandatory Matching Contribution.

(c) Any Mandatory Matching Contributions for each eligible Mandatory Matching Contribution Participant shall be made on a bi-weekly basis.

4.5 ROLLOVER CONTRIBUTIONS.

(a) The Trustee, with the consent and in the discretion of the Administrator, may accept a Rollover Contribution to be held for the benefit of any Participant. Before accepting a Rollover Contribution, the Administrator may request from the Participant any documents which the Administrator, in its discretion, deems necessary to establish that the assets are suitable or appropriate for a rollover. In no event (unless otherwise required by law) shall the Administrator approve any direct transfer of assets from a plan to be held under the Plan if the Administrator, in its discretion, determines that the acceptance of any such assets may adversely affect the continued qualification of the Plan or may subject the Plan to additional requirements which the Administrator, in its discretion, considers to be burdensome. The Administrator shall maintain a separate, nonforfeitable account for each Rollover Contribution accepted on behalf of a Participant.

(b) In the case of a Rollover Contribution accomplished by the direct transfer of assets and liabilities from the trustee (or other fiduciary) of another qualified retirement plan to the Trustee of the Plan, the Administrator shall maintain such records as may be necessary to determine the portion of the Participant’s Rollover Contribution Account in the Plan which represents employer contributions, employee contributions and earnings and losses attributable to each, with respect to such other retirement plan.

(c) Upon his or her death, retirement or other termination of employment with the Employer, the Participant’s Rollover Contribution Account shall be combined with his or her Basic Contribution Account and Discretionary Matching Contribution Account and distributed to him or her or his or her Beneficiary in the same manner and under the same circumstances and contingencies which are set forth in the Plan for other distributions. Except as may be provided otherwise in the Plan, there shall be no distribution from a Participant’s Rollover Contribution Account until his or her death, retirement or other termination of employment with the Employer.

4.6 ERRONEOUS CONTRIBUTIONS. Notwithstanding anything contained herein to the contrary, upon the Employer’s request, a contribution, which was made by a mistake of fact shall be returned to the Employer by the Trustee within one year after the payment of the contribution. Any portion of a contribution returned pursuant to this Section 4.6 shall be adjusted to reflect its proportionate share of the losses of the Trust,

but shall not be adjusted to reflect any earnings or gains. Notwithstanding anything contained herein to the contrary, the right or claim of any Participant or Beneficiary to any asset of the Trust or any benefit under the Plan shall be subject to and limited by the provisions of this Section 4.6.

ARTICLE 5
ACCOUNTS, ALLOCATIONS AND INVESTMENTS

5.1 **ESTABLISHMENT OF SEPARATE PARTICIPANT ACCOUNTS.** The Administrator shall establish and maintain a separate individual account for each Participant in the Plan. Such separate accounts shall be for accounting purposes only and shall not require a segregation of the Trust, and no Participant or Beneficiary shall acquire any right to or interest in any specific asset of the Trust as a result of the allocations provided for under the Plan. The Administrator shall maintain the following functional Plan Accounts for each Participant:

(a) **Basic Contribution Account.** The Administrator shall establish a separate Basic Contribution Account for each Participant, to which Basic Contributions made pursuant to Section 4.1 are to be credited.

(b) **Discretionary Matching Contribution Account.** The Administrator shall establish a separate Discretionary Matching Contribution Account for each Participant, to which any Discretionary Matching Contributions made pursuant to Section 4.2 are to be credited.

(c) **Rollover Contribution Account.** The Administrator shall establish a separate Rollover Contribution Account for each Participant on whose behalf Rollover Contributions are accepted pursuant to Section 4.3.

(d) **Mandatory Matching Contribution Account.** The Administrator shall establish a Mandatory Matching Contribution account for each Mandatory Matching Contribution Participant to which any Mandatory Matching Contributions made pursuant to Section 4.2A are to be credited.

(e) **Other Accounts.** The Administrator shall establish such other separate accounts for each Participant as may be necessary or desirable for the convenient administration of the Plan.

5.2 **ALLOCATION OF EARNINGS, LOSSES AND EXPENSES.**

(a) To the extent assets of the Trust are invested in separate investment media pursuant to Participants' investment designations or are otherwise segregated from the Trust pursuant to any provisions of the Plan, the Trustee shall account separately for each such investment medium or pool of segregated assets. The Trustee shall administer each such investment medium or pool of segregated assets separately and any earnings, losses, expenses and unrealized appreciation or depreciation shall be allocated to a Participant's Plan Account in the same proportion as the value of that Participant's Plan Account invested in such investment medium or pool of segregated assets (determined as of the immediately preceding Valuation Date, but adjusted for any additions or distributions since such date) bears to the value of all Participants' Plan Accounts invested in such investment medium or pool of segregated assets.

(b) Notwithstanding the foregoing, in the event any separate investment medium or pool of segregated assets consists of mutual funds or other investment media which are ordinarily valued on a daily basis, and if investment allocation is made to Participants' Plan Accounts pursuant to a share accounting method, then each Participant's Plan Accounts invested in such investment medium or pool of segregated assets shall be adjusted (although no formal valuation need be done by the Trustee between Valuation Dates, except as otherwise may be required to effectuate the Plan's provisions) to reflect the effect of income received, any changes in fair market values, expenses and all other transactions since the preceding day with respect to such investment medium or pool of segregated assets. In addition, notwithstanding any other provision of the Plan, any distributions to Participants or transfers among designated investment media derived from such investment medium or pool of segregated assets shall be based on the value of such investment medium or pool of segregated assets as of the closest administratively feasible date to the date of distribution or transfer, as the case may be.

(c) As of each Valuation Date, any increase or decrease in the net worth of the Trust attributable to earnings, losses, expenses and unrealized appreciation or depreciation, as determined by the Trustee, on assets that are not invested in separate investment media pursuant to Participant investment designations, shall be credited to or deducted from all Plan Accounts in the proportion that the value of each such Plan Account (determined as of the immediately preceding Valuation Date, but adjusted for any additions or distributions since such date) bears to the value of all such Plan Accounts.

5.3 LIMITS ON ANNUAL ADDITIONS.

(a) Notwithstanding anything contained herein to the contrary, the total Annual Additions credited to a Participant's Plan Account (and under all defined contribution plans and welfare benefit funds, as defined in § 419(e) of the Internal Revenue Code, to which the Employer contributes) for any Limitation Year shall in no event exceed the lesser of (1) 100% of the Participant's Remuneration for such Limitation Year, or (2) the dollar limit contained in § 415(c)(1)(A) of the Internal Revenue Code, as adjusted from time to time by the Secretary of the Treasury in accordance with § 415(d) of the Internal Revenue Code. The dollar limit as adjusted shall apply to Limitation Years ending with or within the calendar year for which the adjustment applies.

(b) In the event that the limitations on Annual Additions described in Section 5.3(a) above are exceeded with respect to any Participant in any Limitation Year, then the contributions allocable to the Participant for such Limitation Year shall be reduced to the minimum extent required by such limitations in the following order of priority, but only to the extent such actions are permitted and consistent with the applicable rules of the Employee Plans Compliance Resolution System as prescribed in IRS Revenue Procedure 2013-12 (or any successor guidance thereto), and unless otherwise determined by the Administrator according to applicable law:

(1) All excess Annual Additions allocated to such Participant's Plan Account shall be credited to an account designated as the limitations account and carried forward to the next and succeeding Limitation Years and shall be used as soon as possible to reduce Basic Contributions and/or any Discretionary Matching Contributions for all of the Participants in the Plan. No investment earnings or losses shall be allocated to this limitations account. In the next and succeeding Limitation Years, all amounts in an account designated as the limitations account must be allocated before any contributions which would be deemed Annual Additions may be made to the Plan for any such Limitation Year.

(2) The Administrator shall determine to what extent the Annual Additions to any Participant's Plan Account must be reduced in each Limitation Year. In the event the Employer maintains any other plan to which Annual Additions may be credited, and a Participant participates in both plans during any Limitation Year, then the Administrator shall reduce the Annual Additions to such other Plan before reducing Annual Additions to the Plan.

(3) In the event the Plan is terminated, any amounts credited to the limitations account described in Section 5.3(b)(1) above which have not been reallocated as set forth herein shall, upon the Employer's request, be returned to the Employer by the Trustee.

(c) The foregoing maximum contributions which may be made under the Plan shall be further limited by reason of the existence of other qualified retirement plans maintained by any other members of a controlled group, of a group of entities under common control (as described in §§ 414(b) or (c) of the Internal Revenue Code, as modified by Code § 415(h)), or of an affiliated service group (as described in §§ 414(m) or (o) of the Internal Revenue Code) that includes the Employer to the extent such limitation is required by § 415 of the Internal Revenue Code. The Administrator shall advise affected Participants of any additional limitation required by the preceding sentence.

(d) To the extent a Participant's allocations are subject to provisions of § 415 of the Internal Revenue Code which have not been set forth in the Plan, such provisions are hereby incorporated by reference into the Plan and for all purposes shall be deemed a part of the Plan.

5.4 ERRONEOUS ALLOCATIONS. No Participant shall be entitled to any allocations to his or her Plan Account or earnings thereon in excess of those permitted under any provisions of the Plan or the Internal Revenue Code. If it is determined at any time that the Administrator erred in allocating contributions to any Participant's Plan Account or in excluding or including any person as a Participant, then the Administrator, in its discretion, shall determine the manner in which such error shall be corrected. The Plan Accounts of all Participants may be revised, if necessary, in order to correct such error. For purposes of correcting an erroneous allocation, any corrective allocations are not Annual Additions.

5.5 INVESTMENT OF ACCOUNTS. Subject to such limitations as may from time to time be required by law, imposed by the Administrator or contained elsewhere in the Plan, and subject to such operating rules and procedures as may be imposed from time to time by the Administrator, each Participant (including for this purpose former Participants with a deferred vested benefit, a Beneficiary and/or an alternate payee under a “domestic relations order” (as defined in § 414(p) of the Internal Revenue Code) in which a Participant’s Plan Account has been validly divided into separate accounts for the Participant and alternate payee) shall have the right to direct the investment of his or her Plan Account in accordance with the following:

(a) The Administrator shall establish the investment media from among which each Participant may direct the investment of his or her Plan Account. The Administrator may, in its absolute discretion, change, modify or limit such investment media and may establish uniform rules and procedures to be followed in directing the Trustee with respect to the investment of the Participants’ Plan Accounts in such investment media.

(b) The Administrator shall determine the manner, period, and frequency of investment elections (*e.g.*, daily, weekly, or monthly). Different terms and conditions may be specified for different investment media (*e.g.*, monthly elections for one investment medium and daily elections for another investment medium). Any term or condition imposed by the Administrator may apply to a Participant’s entire Plan Account or may be applied separately to different subaccounts, different investment media or to different types of contributions (*e.g.*, future contributions versus the current balance of the Plan Account). Except as the Administrator shall otherwise determine, any initial or subsequent investment designation shall be in writing, on a form supplied by and filed with the Administrator or its designee, and shall be effective on such date as may be specified by the Administrator or its designee. The Administrator may arrange for telephone or other electronic investment designations to the extent that such facilities are made available by the funding agency, and may establish (and thereafter change) a limit on the number of designations that may be made by any Participant during a specified period.

(c) All contributions and other amounts added to a Participant’s Plan Account (except for investment earnings) shall be allocated among the separate investment media in accordance with the then effective investment designation. Except as the Administrator shall otherwise determine, any distributions shall be taken proportionately from each separate investment medium in which the Plan Account is invested at the time of the distribution. As of the effective date of any new investment designation, the entire balance of the Participant’s Plan Account at that date shall be reallocated among the designated investment media according to the percentages specified in the investment designations (unless the Administrator permits, and the Participant has designated, different allocations as between existing balances and future contributions), but no reallocations of the Participant’s Plan Account are to be made merely to adjust for disproportionate investment growth among such funds (other than in response to a subsequent investment designation filed with respect to the Participant’s Plan Account).

(d) In the event the Administrator or its designee receives an initial or revised investment designation which it deems to be incomplete, unclear, not in accordance with procedures established pursuant to this Section 5.5 or otherwise improper, the Participant's investment designation then in effect shall remain in effect (or, in the case of a deficiency in an initial designation, the Participant shall be deemed to have filed no designation) until a complete investment designation is filed in accordance with the rules and procedures established by the Administrator.

(e) The Participant may retain an investment manager to direct the investment of his or her Plan Account among the investment media available under the Plan, provided that such investment manager is registered as an investment adviser under the Investment Advisers Act of 1940 and that any investment direction by such investment manager is in accordance with the rules and procedures established by the Administrator with respect to such investment managers (including, but not limited to, the rules and procedures for designating and removing any such investment managers by Participants).

(f) The Administrator, at any time and in its sole discretion, may suspend or terminate the operation of this Section 5.5 in its entirety or with respect to a portion of the Trust.

(g) It is intended that all Participants be required to direct the investment of their Plan Account to the extent set forth in this Section 5.5. In the event that the Administrator possesses at any time instructions as to the investment of less than all of a Participant's Plan Account, the Participant shall be deemed to have designated that the non-directed portion of his or her Plan Account be invested in the lifestyle fund whose asset allocation and investment horizon is most closely aligned with the year such Participant is expected to attain Normal Retirement Age. To the extent that the Administrator finds it to be administratively appropriate to hold a portion of the Trust out of the operation of this Section 5.5, or to the extent that the operation of this Section 5.5 is suspended or terminated with respect to any portion of the Trust as aforesaid, or to the extent that the preceding sentence cannot be implemented because an appropriate lifestyle fund does not exist, then the Administrator shall direct the Trustee with respect to the investment.

(h) The Administrator may determine at any time to vary the rules provided above to accord with the requirements of any investment medium, for ease in administration or for any other reason.

(i) Notwithstanding anything contained herein to the contrary, neither the Administrator, the Employer, the Trustee nor any other person who may be deemed a fiduciary hereunder shall have any liability for any loss arising from or as a result of any investment direction given by a Participant pursuant to this Section 5.5. In addition, such persons or entities shall have no responsibility to determine the appropriateness of any individual Participant's investment direction.

ARTICLE 6

DISTRIBUTIONS

6.1 RETIREMENT.

(a) Each Participant who is an Employee on his or her attainment of Normal Retirement Age, to the extent not then vested, shall become fully vested and, following termination of employment, the Participant shall be entitled to receive the full amount of the Plan Account.

(b) Except as otherwise determined by the Administrator pursuant to Section 7.3(l), distribution to a Participant shall be made as soon as administratively feasible following the end of the month containing the Participant's date of retirement.

6.2 DEATH OF PARTICIPANT.

(a) If a Participant's employment is terminated because of the death of the Participant, the Participant's entire Plan Account, to the extent not then vested, shall become fully vested in the Participant. Upon the death of a Participant, the Participant's vested Plan Account shall be paid to the Participant's Beneficiary in a lump sum. Except as otherwise determined by the Administrator pursuant to Section 7.3(l), payment of the Participant's Plan Account on death shall be made as soon as administratively feasible after satisfactory proof of the Participant's death has been provided to the Administrator. The Administrator may require such proper proof of death and such evidence of the right of any person to receive the Plan Account of a deceased Participant as the Administrator may deem desirable. The Administrator's determination of death and of the right of any person to receive payment shall be conclusive and neither the Trustee, Administrator (or its designated agents) nor the Employer shall be liable to any person for any payment made.

(b) Each Participant shall have the right to designate a Beneficiary or Beneficiaries to receive the amount which may be payable under the Plan upon his or her death. Such designation of Beneficiary shall be in writing and delivered to the Administrator, and shall be effective when received by the Administrator prior to the date of the Participant's death. The Participant shall have the right to change such designation by notice in writing to the Administrator. Such change of Beneficiary shall become effective upon its receipt by the Administrator. Any such change shall be deemed to revoke all prior designations. If a Participant shall fail to validly designate a Beneficiary or if no designated Beneficiary survives the Participant, benefit payments, if any, shall be paid to the surviving Spouse or Domestic Partner of the Participant, or if no surviving Spouse or Domestic Partner, to the Participant's estate.

6.3 DISABILITY. If a Participant's employment with the Employer terminates because of Disability, the Participant's entire Plan Account, to the extent not then vested, shall become fully vested in the Participant and shall be paid to the Participant in a lump sum. Except as otherwise determined by the Administrator pursuant to Section 7.3(l), payment shall be made as soon as administratively feasible following

the end of the month in which the Administrator determined that the Participant was Disabled.

6.4 TERMINATION PRIOR TO RETIREMENT.

(a) Vesting. If a Participant's employment with the Employer terminates for any reason other than retirement on or after attainment of Normal Retirement Age, Disability or death, his or her Plan Account shall be vested as follows:

(1) The Participant's Basic Contribution Account and Discretionary Matching Contribution Account shall become vested according to the following schedule:

YEARS OF CREDITABLE SERVICE	VESTED PERCENTAGE
Less than 2	0%
2	20%
3	40%
4	60%
5 or more	100%

(2) The Participant's Rollover Contribution Account shall be one hundred percent (100%) vested at all times.

(3) The Participant's Mandatory Matching Contribution Account shall be one hundred percent (100%) vested at all times.

(b) Disposition of Forfeitures. To the extent a terminated Participant is not vested in his or her Basic Contribution Account or Discretionary Matching Contribution Account, such Account shall be forfeited and used to restore a Participant's Plan Account pursuant to Section 6.5, pay Plan expenses or reduce future Basic Contributions and/or Discretionary Matching Contributions to be made by the Employer in the manner described below. The terminated Participant's Basic Contribution Account and Discretionary Matching Contribution Account shall be forfeited on the date on which the Participant terminates employment with the Employer. Forfeitures shall be restored, if at all, pursuant to Section 6.5. Forfeitures of Basic Contributions or Discretionary Matching Contributions during the quarter may be used first to reduce Basic Contributions and/or Discretionary Matching Contributions for the succeeding quarter, and then to pay any expenses payable by the Trust for the quarter, and, if necessary, Plan Year.

(c) Qualified Military Service. If a Participant who is a Qualified Reservist dies or incurs a Disability on or after January 1, 2007 while performing Qualified Military Service, then to the extent not otherwise provided under the terms of

the Plan, for purposes of determining whether the Participant is vested in his or her Plan Account, such Participant will be deemed to have resumed employment with the Employer in accordance with the individual's reemployment rights under § 414(u) of the Internal Revenue Code on the day immediately preceding such death or Disability, and will be deemed to have terminated employment on the actual date of death or Disability. For this purpose:

(1) "Qualified Military Service" means any military service in the Uniformed Services by an individual, if such individual is entitled to reemployment rights with respect to such military service, all within the meaning of § 414(u)(5) of the Internal Revenue Code.

(2) "Qualified Reservist" means an individual who is a member of a reserve component, as defined in Section 101 of Title 37, United States Code, and who is ordered or called to active duty after September 11, 2001 either for a period in excess of 179 days or for an indefinite period of time.

(3) "Uniformed Services" shall mean the uniformed services as defined in Chapter 43 of Title 38 of the United States Code.

6.5 REHIRED PARTICIPANT. A Participant who is not vested in all or a portion of his or her Basic Contribution Account and Discretionary Matching Contribution Account upon termination of employment and who forfeits all or a portion of his or her Basic Contribution Account and Discretionary Matching Contribution Account as provided in Section 6.4(b) shall be entitled to a restoration of the forfeited amount only as provided in this Section. If a terminated Participant is rehired before he or she incurs a one (1) year Period of Severance, the Participant's Basic Contribution Account and Discretionary Matching Contribution Account which previously was forfeited shall be restored to the Participant's Plan Account. If a terminated Participant is rehired after he or she incurs a one (1) year Period of Severance, the Participant's Basic Contribution Account and Discretionary Matching Contribution Account which previously was forfeited shall not be restored to the Participant's Plan Account.

6.6 DIRECT ROLLOVERS. Notwithstanding anything contained herein to the contrary, all benefits payable pursuant to the terms of the Plan shall comply with the requirements of § 401(a)(31) of the Internal Revenue Code.

(a) Direct Rollovers of Distributions.

(1) Notwithstanding any other provision of the Plan to the contrary, any Distributee who is to receive an Eligible Rollover Distribution may elect the direct trustee-to-trustee rollover of the distribution to an Eligible Retirement Plan. A direct rollover shall mean a payment by the Plan to the Eligible Retirement Plan specified by the Distributee. A direct rollover election must be made pursuant to the procedures established by the Administrator and must specify the Eligible Retirement Plan to which the direct rollover is to be made. If the Distributee elects a direct rollover as permitted hereunder, the Administrator shall make the rollover as elected.

(2) An individual who is a designated Beneficiary (within the meaning of § 401(a)(9)(E) of the Internal Revenue Code) of a deceased Participant and who is not the surviving Spouse (otherwise known as a “Non-Spouse Beneficiary”) of such Participant may elect to have any portion of an Eligible Rollover Distribution paid in a direct trustee-to-trustee transfer to an individual retirement account described in § 408(a) of the Internal Revenue Code or an individual retirement annuity described in § 408(b) of the Internal Revenue Code, that is established for the primary purpose of receiving such distribution on behalf of such deceased Participant’s Non-Spouse Beneficiary. The receiving IRA shall be treated as an “inherited IRA” within the meaning of § 408(d)(3)(C) of the Internal Revenue Code, under which benefits must be distributed in accordance with the required minimum distribution rules applicable to inherited IRAs of Non-Spouse Beneficiaries.

(b) Definitions.

(1) For purposes of this Section, the term “Eligible Retirement Plan” has the meaning given such term in §§ 401(a)(31)(E) and 457(d)(1)(C) of the Internal Revenue Code and currently means (i) an individual retirement account described in § 408(a) of the Internal Revenue Code, including a Roth IRA described in § 408A of the Internal Revenue Code, (ii) an individual retirement annuity described in § 408(b) of the Internal Revenue Code (other than an endowment contract), including a Roth IRA described in § 408A of the Internal Revenue Code, (iii) an annuity plan described in § 403(a) of the Internal Revenue Code (including after-tax employee contributions), (iv) an annuity contract described in § 403(b) of the Internal Revenue Code; (v) an eligible plan described in § 457(b) of the Internal Revenue Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state that agrees to account separately for amounts transferred into such plan from this Plan, and (vi) a qualified trust that is a defined contribution plan described in § 401(a) of the Internal Revenue Code, including after-tax employee contributions (which must be accounted for separately) the terms of which permit the acceptance of direct rollovers. The foregoing definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving Spouse, or to a Spouse or former Spouse who is the alternate payee under a domestic relations order that satisfies the requirements of § 414(p) of the Internal Revenue Code.

(2) For purposes of this Section, the term “Eligible Rollover Distribution” has the meaning given such term in § 401(a)(31)(D) of the Internal Revenue Code and currently means any distribution of all or any portion of the balance to the credit of the Distributee, except (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s designated Beneficiary, or for a specified period of ten (10) years or more, (ii) any distribution to the extent such distribution is required under § 401(a)(9) of the Internal Revenue Code, and (iii) the portion of any distribution that is not includible in gross income.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in § 408(a) or (b) of the Internal Revenue Code, or to a qualified trust or annuity described in §§ 401(a) or 403(a) of the Internal Revenue Code or annuity contract described in § 403(b) of the Internal Revenue Code if such trust or annuity plan or contract provides for separate accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(3) For purposes of this Section, the term “Distributee” includes the Participant and the Participant’s surviving Spouse. In addition, Distributee includes the Participant’s Spouse or former Spouse who is the alternate payee under a Domestic Relations Order, as defined in § 414(p) of the Internal Revenue Code, with respect to the payee’s interest under the Plan.

6.7 METHOD OF DISTRIBUTION.

(a) Form of Distribution.

(1) Normal Form of Payment. The normal form of payment of the Participant’s vested Plan Account shall be a cash lump sum.

(2) Optional Forms of Payment. To the extent that a Participant’s Account exceeds \$5,000, a Participant may elect to have his or her Plan Account paid in one or a combination of the following distribution options:

- (A) Single life annuity;
- (B) Joint and survivor annuity made over the joint lives of the Participant and a Beneficiary;
- (C) Period certain annuity for a certain number of years without a life contingency;
- (D) Installments of substantially equal amounts for a specific period, not to exceed the life expectancy of the Participant or Beneficiary; or
- (E) a cash lump sum.

Notwithstanding any other provision of the Plan to the contrary, distribution under an optional form of payment shall be made in accordance with § 401(a)(9) of the Internal Revenue Code and the related regulations as provided under Section 6.9.

(b) Timing of Distribution. Except as otherwise determined by the Administrator pursuant to Section 7.3(l), distribution of the vested Plan Account of a terminated Participant must be made or commence as soon as administratively feasible following the close of the Plan Year in which the Participant terminated employment;

provided, however, in all events distribution of a Participant's vested Plan Account shall begin not later than sixty (60) days after the close of the Plan Year in which the latest of the following events occurs: (1) the date the Participant attains age 65 (or reaches his or her Normal Retirement Age, if earlier), (2) the 10th anniversary of the date that the Participant commenced participation in the Plan, or (3) the Participant's termination of employment with the Employer.

(c) Consent of Spouse or Domestic Partner. A distribution election in a form other than a joint and survivor annuity (with the Participant's Spouse or Domestic Partner as the contingent annuitant) must be consented to by the Participant's Spouse or Domestic Partner on a form prescribed by the Administrator and the consent of the Spouse or Domestic Partner to such election (which consent shall acknowledge the effect of such election, as well as any optional form of payment and any specified Beneficiary other than the Spouse or Domestic Partner) must be witnessed by a notary public. In the event the Spouse or Domestic Partner is legally incompetent to consent to the Participant's election, the legal guardian of the Spouse or Domestic Partner, even if the guardian is the Participant, may give such consent. Notwithstanding the foregoing, if the Participant establishes to the satisfaction of the Administrator that this consent cannot be obtained due to incompetence, incapacitation, or unavailability of the spouse or domestic partner, then the consent of such Spouse or Domestic Partner to the election shall not be required.

(d) Notice to Participants. Subject to the rules prescribed by the Administrator for distributions in excess of \$1,000 (as described in Section 6.8 below), the Administrator shall provide a Participant with a written description of the (i) terms and conditions of the optional forms of payments in Section 6.7(a)(2) as well as the relative values of the optional forms of benefit available, (ii) the Participant's right to elect an optional form of payment and the effect of the election; (iii) the right to transfer the distribution to another retirement plan or individual retirement account; and (iv) the rules regarding taxation of the distribution. Subject to the provisions of § 402(f) of the Internal Revenue Code, the Administrator shall provide such explanation within a reasonable period of not less than thirty (30) days nor more than one hundred eighty (180) days prior to the Participant's Benefit Starting Date. However, payment may be made less than thirty (30) days after the notice if the Participant affirmatively elects a distribution. "Benefit Starting Date" means the first day of the first period for which an amount is payable as an annuity or, in the case of a benefit not payable as an annuity, the first day on which all events have occurred for which the benefit becomes payable.

6.8 SMALL DISTRIBUTIONS. To the extent that the Participant's vested Plan Account (excluding Rollover Contributions) exceeds \$1,000, the Participant must affirmatively consent to the distribution. A vested Plan Account of \$1,000 or less (excluding Rollover Contributions) may be paid out without the Participant's consent. Notice of the rules regarding taxation of the distribution will be provided consistent with the notice requirements in Section 6.7 above, as applicable.

6.9 REQUIRED MINIMUM DISTRIBUTIONS. Notwithstanding anything contained herein to the contrary, all benefits payable pursuant to the terms of the Plan shall comply with the requirements of § 401(a)(9) of the Internal Revenue Code (and

accompanying Treasury Regulations), and thus, the rules in this Section 6.9 shall apply and take precedence over any inconsistent provisions of the Plan; provided however, that these provisions are intended to reflect the requirements of § 401(a)(9) of the Internal Revenue Code (and accompanying Treasury Regulations) and are not intended to provide or expand (and shall not be construed as providing or expanding) any benefit or distribution option not otherwise expressly provided for under the terms of the Plan. The provisions of this Section shall apply only to the extent required under § 401(a)(9) of the Internal Revenue Code as applied to a governmental plan and if any special rules for governmental plans are not set forth herein, such special rules are hereby incorporated by reference and shall for all purposes be deemed a part of the Plan. Notwithstanding anything contained herein to the contrary, any distribution option under the Plan that is consistent with a reasonable and good faith interpretation of § 401(a)(9) of the Internal Revenue Code shall be permitted under this Article 6.

(a) Commencement of Distributions. The entire vested Plan Account of a Participant shall be distributed (or shall commence) no later than April 1st following the later of (1) the calendar year in which such Participant attains age 72 or (2) the calendar year in which such Participant retires or terminates employment with the Employer (the “Required Beginning Date”).

(b) Lifetime Distributions. Unless the Participant’s vested Plan Account is distributed in a cash lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, distributions will be made as follows:

(1) As of the calendar year immediately preceding the calendar year which contains the Participant’s Required Beginning Date (“Distribution Calendar Year”), distributions, if not made in a lump sum payment, may be made only (1) over a term certain not to exceed the life expectancy of the Participant or the joint life expectancies of the Participant and a designated Beneficiary, or (2) over the life of the Participant or the joint lives of the Participant and a designated Beneficiary.

(2) The minimum amount which must be distributed during each calendar year, commencing with the Distribution Calendar Year, must be at least an amount equal to the lesser of (1) the Participant’s vested Plan Account, or (2) the quotient obtained by dividing the Participant’s vested Plan Account at the beginning of each such calendar year (valued for this purpose as of the Valuation Date immediately preceding the first day of such calendar year, adjusted for contributions allocated and distributions made subsequent to such Valuation Date but prior to the first day of such calendar year) by the lesser of (A) the applicable life expectancy (as described below), or (B) if the Participant’s Beneficiary is not his or her Spouse, by the applicable divisor, as described in Treas. Reg. § 1.401(a)(9)-2.

(c) For purposes of calculating the applicable life expectancy, the following rules shall apply:

(1) Life expectancies shall be calculated pursuant to Treas. Reg. § 1.401(a)(9)-9, or in such other manner as may otherwise be prescribed or permitted by law.

(2) For the Distribution Calendar Year, the Participant's life expectancy shall be determined based upon his or her attained age on his or her birthday during such Distribution Calendar Year. For the Distribution Calendar Year, the designated Beneficiary's life expectancy shall be determined based upon his or her attained age on his or her birthday during such Distribution Calendar Year.

(3) Except as provided in subsection (c)(4) below, for each calendar year subsequent to the Distribution Calendar Year, the Participant's life expectancy and his or her designated Beneficiary's life expectancy, as determined with respect to the Distribution Calendar Year, shall be reduced by one for each calendar year which has begun since the Required Beginning Date.

(4) Notwithstanding the rules contained in subsection (c)(3) above, the Participant may elect, prior to his or her Benefit Starting Date, to have his or her life expectancy, or the joint life expectancies of the Participant and his or her Spouse (if the Spouse is the Beneficiary), recalculated on an annual basis, based upon the Participant's (and, if applicable, his or her Spouse's) attained age on his or her birthday (and, if applicable, his or her Spouse's birthday) during the calendar year for which such recalculation is applicable. In no event, however, may the life expectancy of a Non-Spouse Beneficiary be recalculated.

Notwithstanding that distributions under the Plan may have commenced to the Participant before the Distribution Calendar Year, the Participant shall receive no credit under this Section 6.9 for such earlier distributions; rather, the total remaining distributable interest of the Participant, calculated as provided above at the beginning of the Distribution Calendar Year, shall be subject to the minimum distribution requirements contained in this Section 6.9.

(d) Distributions After Participant's Death. If a Participant dies prior to April 1st following his or her Distribution Calendar Year, then the payment of death benefits shall comply with the requirements of § 401(a)(9) of the Internal Revenue Code (and accompanying Treasury Regulations), and the Participant's entire vested Plan Account will be distributed, no later than the following:

(1) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary, then distributions to the surviving Spouse will be made by December 31 of the calendar year containing the fifth anniversary after the Participant's death or by December 31 of the calendar year in which the Participant would have attained after 70½, if later.

(2) If the Participant's surviving Spouse is not the Participant's sole designated Beneficiary, then a distribution to the designated Beneficiary shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire vested Plan

Account (if any) will be distributed in a cash lump sum by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving Spouse is the Participant's sole designated Beneficiary and the surviving Spouse dies after the Participant but before distribution to the surviving Spouse, this Section 6.9, other than 6.9(d)(1), will apply as if the surviving Spouse were the Participant; however, the rules contained in Section 6.9 shall not be available to the surviving Spouse of the Participant's surviving Spouse.

For purposes of this Section 6.9, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 6.9(c)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 6.9(d)(1)).

(e) Unless the Participant's interest is distributed in a cash lump sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, the Participant's entire vested Plan Account (if any) will be distributed in accordance with Section 6.9. Notwithstanding anything herein to the contrary, distributions hereunder will be made in accordance with the requirements of § 401(a)(9) of the Internal Revenue Code and Treasury Regulations.

(f) Suspension of Required Minimum Distributions for 2020. Notwithstanding any other provision of the Plan, pursuant to Section 2203 of the CARES Act, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 but for the enactment of § 401(a)(9)(I) of the Internal Revenue Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2020 RMDs, or (2) one or more payments in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least ten (10) years ("Extended 2020 RMDs"), will not receive those distributions for 2020 unless the Participant or Beneficiary makes an affirmative election to receive such distributions. The Administrator will establish reasonable administrative procedures in order to provide such Participants and Beneficiaries with the opportunity to elect to receive such distributions. In addition, notwithstanding any other provision of the Plan, a direct rollover of 2020 RMDs will be offered only for distributions that would be Eligible Rollover Distributions without regard to § 401(a)(9)(I) of the Internal Revenue Code and rolled over to an IRA or another employer's qualified plan.

6.10 DISTRIBUTIONS UPON DEATH OR DISABILITY DURING QUALIFIED MILITARY SERVICE. Notwithstanding anything contained herein to the contrary, any Participant that dies on or after January 1, 2007 while in qualified military service as defined in § 414(u)(5) of the Internal Revenue Code shall be treated as if the Participant resumed employment the day before death and terminated employment on the actual date of death pursuant to § 414(u)(9)(A) of the Internal Revenue Code. Such Participant shall become fully vested in the Plan Account on account of death, in accordance with Section 6.2(a), and such vested Plan Account shall be payable to the designated Beneficiary.

6.11 TRANSFER OF ACCOUNTS OF LATERAL PARAMEDICS AND EMERGENCY MEDICAL TECHNICIANS. Personnel of the Fire and Emergency Medical Services Department holding a valid certificate as a paramedic or emergency medical technician or All Hazards/Emergency Medical Services Specialist that transfer positions and become a uniformed fire fighter in accordance with D.C. Code § 5-409.01 are permitted to elect to transfer their Plan Account to the District of Columbia Police Officers' and Fire Fighters' Retirement Program established pursuant to Chapter 9 of Title I of the D.C. Code. A Participant shall be in Non-Covered Employment upon the date the Participant is covered by the D.C. Police Officers and Fire Fighters Retirement Fund.

6.12 WITHDRAWALS WHILE EMPLOYED. An Eligible Employee who is a Participant and is at least 70 and 1/2 years of age is eligible to request a non-hardship withdrawal from his or her vested Plan Account.

(a) Withdrawal requests may be made by an eligible Participant at any time.

(b) The minimum amount that may be withdrawn is \$100.00 unless the amount available is less than \$100.00, and in that case, the entire balance will be distributed. The maximum amount that may be withdrawn is 100% of a Participant's vested Plan Account.

(c) Money for withdrawal will be distributed from a Participant's investment funds designated by the Participant holding a fund balance as of the withdrawal date sufficient to pay the full amount of the withdrawal request. The Participant's investment funds will be charged on a "pro rata" basis if the Participant does not designate an investment fund(s) for a withdrawal and the Participant's Plan Account is invested in more than one investment fund.

6.13 CARES ACT DISTRIBUTIONS. Notwithstanding any provision herein to the contrary, effective April 27, 2020 and until December 31, 2020, pursuant to Section 2202(a) of the CARES Act, a qualified individual may receive a coronavirus-related distribution from his or her Plan Account in accordance with the rules and procedures established by the Administrator. [Such distributions shall be limited to employees who qualify for a withdrawal under Section 6.12.] The maximum amount available under this provision shall not exceed \$100,000 across all plans of the Employer (and any member of any controlled group which includes the Employer, pursuant to Section 2202(a)(2) of the CARES Act).

6.14 IN-SERVICE DISTRIBUTION. Distribution of Rollover Account: Amounts allocated to Participant Rollover Accounts may be paid to the Participant at any time, upon the Participant's election to receive such a distribution and will not require a triggering event.

ARTICLE 7

ADMINISTRATION

7.1 **APPOINTMENT OF ADMINISTRATOR.** The Plan shall be administered by the Administrator. The CFO shall advise the Trustee of the names of the individual or individuals designated by the CFO to act as Administrator. Any individual who is designated as Administrator by the CFO shall be deemed to have relinquished any and all power (and shall no longer have any right to act as Administrator with respect to the Plan) upon his or her termination of employment with the District. The CFO may, in his or her discretion, rescind the power of any employee to act as Administrator, with or without cause, by giving notice to the employee and to the Trustee.

7.2 **DESIGNATION OF EMPLOYEES WHO MAY ACT FOR THE EMPLOYER.** The Employer may designate one or more employees who may act for the Employer with respect to the Plan. In the case of the District, the CFO may make such designation. The Employer shall advise the Trustee and the Administrator of the names of the individuals and the scope of their power with respect to the Plan. Any individual who is designated as having the right to act for the Employer with respect to the Plan shall be deemed to have relinquished such power (and shall no longer have any right to act for the Employer with respect to the Plan) upon his or her termination of employment with the Employer. The Employer may, in its discretion, rescind the power of any employee to act for the Employer, with or without cause, by giving notice to the employee, the Administrator and the Trustee.

7.3 **DUTIES AND POWERS OF ADMINISTRATOR.** The Administrator shall have the following duties and powers in connection with the administration of the Plan:

- (a) To promulgate and enforce such rules, regulations and procedures as shall be proper for the efficient administration of the Plan;
- (b) To determine all questions arising in the administration, interpretation and application of the Plan, including questions of eligibility and of the status, rights and claims of Employees, Participants, Beneficiaries and any other persons hereunder;
- (c) To decide any dispute arising hereunder;
- (d) To correct defects, supply omissions and reconcile inconsistencies to the extent necessary to effectuate the Plan;
- (e) To direct the Trustee concerning all payments which shall be made out of the Trust pursuant to the provisions of the Plan or the Trust Agreement;
- (f) To recommend the Trustee, in accordance with the District of Columbia Procurement Act (D.C. Code § 2-301.01 et seq.) and the evaluation of the Trustee;

- (g) To advise the Trustee on all terminations of employment by Participants;
- (h) To confer with the Trustee on the settling of any claims against the Trust;
- (i) To select the investment media from among which each Participant may direct the investment of his or her Plan Account;
- (j) To make recommendations to the CFO with respect to proposed amendments to the Plan and/or the Trust Agreement;
- (k) To handle the day-to-day administration of the Plan;
- (l) To delay the time required for any distribution pursuant to Article 6, to the extent the Administrator determines that such distribution cannot be reasonably accomplished within such timeframe;
- (m) To file all reports, including benefits statements, with government agencies, Employees and other parties as may be required by law, whether such reports are initially the obligation of the District, the Plan or the Trustee;
- (n) To recommend any outside contractor necessary for administration of the Plan, in accordance with the District of Columbia Procurement Act (D.C. Code § 2-301.01 et. seq.); and
- (o) To have all such other powers as may be necessary or desirable to discharge its duties hereunder.

7.4 DUTIES AND POWERS OF TRUSTEE. The Trustee shall be responsible for the custody and prudent management of Trust assets. The Trustee shall have such responsibilities and powers as set forth in the terms of the Trust Agreement

7.5 PARTICIPATION BY EMPLOYEES ACTING AS ADMINISTRATOR. No individual designated as having power to act for the Administrator shall be precluded from becoming a Participant in the Plan if he or she would be otherwise eligible, but such individual shall not be entitled to act upon matters or to sign any documents relating specifically to his or her own participation under the Plan, except when such matters or documents relate to benefits generally.

7.6 AGENTS. The Administrator may retain any person or firm, or otherwise act to secure specialized advice or assistance, as it deems necessary or desirable in connection with the administration and operation of the Plan. The Administrator shall be entitled to rely conclusively upon, and shall be fully protected in any action or omission taken by it in good faith reliance upon, the advice or opinion of such firms or persons.

7.7 ALLOCATION OF DUTIES. The duties and powers reserved to the Administrator may be allocated among those individuals who have been designated as

having the power to act for the Administrator with respect to the Plan, so long as such allocation is pursuant to written procedures adopted by the CFO, in which case, no person acting for the Administrator shall have any liability, with respect to any duties or powers not allocated to him or her, for the acts or omissions of any other person acting for the Administrator with respect to the Plan.

7.8 DELEGATION OF DUTIES. The Administrator may delegate any of its duties, powers or responsibilities, both ministerial and discretionary, to one or more employees of the District, to the Trustee with its consent, or to any other person or firm, and in the same manner to revoke any such delegation of duties, powers or responsibilities. Any action of such person in the exercise of such delegated duties, powers or responsibilities shall have the same force and effect for all purposes hereunder as if such action had been taken by the Administrator. In addition, the Administrator may authorize one or more persons to execute any certificate or document on behalf of the Administrator, in which event any person notified by the Administrator of such authorization shall be entitled to accept and conclusively rely upon any such certificate or document executed by such person as representing action by the Administrator until such third person shall have been notified of the revocation of such authority. The Administrator shall not be liable for any act or omission of any person to whom the Administrator's duties, powers or responsibilities have been delegated, nor shall any person to whom any duties, powers or responsibilities have been delegated have any liabilities with respect to any duties, powers or responsibilities not delegated to such person.

7.9 ADMINISTRATOR'S ACTION CONCLUSIVE. Any action on matters within the discretion of the Administrator (or any employee acting for the District, in its capacity as Administrator) shall be final and conclusive.

7.10 COMPENSATION AND EXPENSES OF ADMINISTRATOR. No person who is receiving compensation from the District as an employee shall be entitled to receive any compensation or fee for his or her services hereunder. The Administrator and anyone acting for the Administrator who is receiving compensation from the District shall not receive any additional compensation for services rendered for the plan.

7.11 RECORDS AND REPORTS. The Administrator shall maintain adequate records of its actions and proceedings in administering the Plan and shall file all reports and take all other actions as it deems appropriate in order to comply with the Internal Revenue Code.

7.12 LIABILITY. The Administrator shall not be responsible in any way for any action or omission of the Trustee or any other fiduciaries in the performance of its duties and obligations as set forth in the Plan and in the Trust Agreement. The Administrator shall also not be responsible for any act or omission of any of its agents, or with respect to reliance upon advice of its counsel (whether or not such counsel is also counsel to the District or the Trustee), provided that the Administrator relied in good faith upon the action of such agent or the advice of such counsel.

7.13 PLAN AND FUND EXPENSES. The District or the Administrator may direct the Trustee to make disbursements from the Trust to pay the cost of maintaining and administering the Plan, which shall mean: (a) all expenses of the Plan and Trust, including legal, accounting, actuarial, custodial, brokerage, consulting and other fees and expenses incurred in the establishment, amendment, administration and termination of the Plan and Trust, (b) compensation of the Trustee and other fiduciaries of the Plan to the extent provided in the Plan and Trust Agreement, and (c) all taxes of any nature whatsoever, including interest and penalties, assessed against or imposed upon the Trust or the income thereof; such taxes, interest and penalties shall constitute a charge upon the Trust. Notwithstanding the foregoing, the Administrator may request the District to advance any or all such expenses and/or taxes on behalf of the Trust, subject to the District's right of reimbursement from the Trust and subject to any applicable prohibited transaction rules of the Internal Revenue Code.

7.14 PAPERLESS COMMUNICATIONS. Notwithstanding anything contained herein to the contrary, the Administrator from time to time may establish uniform procedures whereby with respect to any or all instances herein where a writing is required, including but not limited to any required written notice, election, consent, authorization, instruction, direction, designation, request or claim, communication may be made by any other means designated by the Administrator, including by paperless (*e.g.*, electronic) communication, and such alternative communication shall be deemed to constitute a writing to the extent permitted by applicable law, provided that such alternative communication is carried out in accordance with such procedures in effect at such time.

ARTICLE 8

CLAIMS PROCEDURE

8.1 **CLAIM FOR BENEFITS.** Each person eligible for a benefit under the Plan shall apply for such benefit by filing a claim with the Administrator on a form or forms prescribed by the Administrator. If no form or forms have been prescribed, a claim for benefits shall be made in writing to the Administrator setting forth the basis for the claim. Each person making a claim for benefits shall furnish the Administrator with such documents, evidence, data, or information in support of such claim as the Administrator considers necessary or desirable.

8.2 **NOTICE OF DENIAL.** If a claim for benefits under the Plan is denied, either in whole or in part, the Administrator shall advise the claimant in writing of the amount of his or her benefit, if any, and the specific reasons for the denial. The Administrator shall also furnish the claimant at that time with a written notice containing:

- (a) A specific reference to pertinent Plan provisions;
- (b) A description of any additional material or information necessary for the claimant to perfect his or her claim, if possible, and an explanation of why such material or information is needed; and
- (c) An explanation of the Plan's claim review procedure.

The written notice of claim denial shall be provided to the claimant within a reasonable period of time, but not more than one hundred eighty (180) days after receipt of the claim by the Administrator, unless special circumstances require an extension of time for processing the claim, in which case the Administrator shall provide a written notice of such extension to the claimant before the expiration of the initial one hundred eighty (180) day period. In no event shall such extension exceed ninety (90) days from the end of such initial period.

8.3 **RIGHT TO RECONSIDERATION.** Within sixty (60) days of receipt of the information described in Section 8.2 above, the claimant shall, if he or she desires further review, file a written request for reconsideration with the Administrator.

8.4 **REVIEW OF DOCUMENTS.** So long as the claimant's request for review is pending (including the sixty (60) day period described in Section 8.3 above), the claimant or his or her duly authorized representative may review pertinent Plan documents and the Trust Agreement (and any pertinent related documents) and may submit issues and comments in writing to the Administrator.

8.5 **DECISION BY ADMINISTRATOR.** A final and binding decision shall be made by the Administrator within ninety (90) days of the filing by the claimant of his or her request for reconsideration; provided, however, that if the Administrator, in its discretion, feels that a hearing with the claimant or his or her representative present is necessary or desirable, this period shall be extended an additional sixty (60) days.

8.6 NOTICE BY ADMINISTRATOR. The Administrator's decision shall be final and binding upon the claimant (and any other person claiming through the claimant) and shall be conveyed to the claimant in writing. Such decision shall include specific reasons for the decision, written in a manner calculated to be understood by the claimant, with specific references to the pertinent Plan provisions on which the decision is based.

ARTICLE 9
AMENDMENT

9.1 AMENDMENT. The District, acting by and through its CFO shall have the right to amend the Plan at any time to any extent that it may deem advisable. Any amendment of the Plan shall be set forth in an instrument in writing. All Participants, the Employer, the Administrator and the Trustee shall be bound by any amendment to the Plan except that no amendment shall increase the duties or liabilities of the Trustee without its consent.

9.2 PROCEDURE. Amendments shall be made in writing and signed by the CFO acting on behalf of the District.

ARTICLE 10

TERMINATION

10.1 **RIGHT TO TERMINATE.** It is expected that the Plan and the payment of contributions hereunder will continue indefinitely, but the continuance of the Plan is not assumed as a contractual obligation of the District. The District shall have the right at any time to terminate the Plan in its entirety or with respect to a group of Participants.

10.2 **EFFECT OF TERMINATION.** Upon a complete termination of the Plan, or a partial termination with respect to a group of Participants, the Plan Account of each Participant who is employed by the Employer on the date of termination and with respect to whom the Plan is being terminated shall become fully vested. Upon such termination, the Administrator shall instruct the Trustee to distribute such Plan Account to each Participant (or his or her Beneficiaries) with respect to whom the Plan is being terminated, by suitable instrument of transfer and delivery thereof. The distribution of the Plan Account of each Participant shall be a single lump sum payment.

10.3 **MERGER, CONSOLIDATION OR TRANSFER OF ASSETS OF THE PLAN.** The District shall have the right at any time to merge, consolidate or transfer the assets of the Plan with any other retirement plan that meets the requirements for qualification contained in § 401(a) of the Internal Revenue Code.

ARTICLE 11
ADOPTION OF PLAN BY DISTRICT OF COLUMBIA COURTS AND
INDEPENDENT AGENCIES

11.1 ADOPTION BY COURTS AND INDEPENDENT AGENCIES. Subject to approval of the Mayor, the Plan may be adopted by the District of Columbia Courts or an Independent Agency. The Participating Bodies that have adopted the Plan with the approval of the Mayor are listed in Appendix A to the Plan, which appendix may be modified from time to time by the Administrator to reflect any changes in the Participating Bodies without having to formally amend the Plan in accordance with Article 9.

11.2 SEPARATE PLANS. It is intended that the provisions of the Plan shall apply separately to the District and to each Participating Body, and, unless the context otherwise requires, the term “Employer” as used throughout the Plan shall be so construed, to the end that, except as otherwise provided in this Article 11, the Plan shall constitute a separate Plan for the District and each Participating Body.

11.3 EMPLOYER OBLIGATIONS. Each Employer shall be obligated to pay compensation under this Plan to its own employees who are Participants in this Plan, and neither the District nor a Participating Body shall be obligated to fulfill the obligations of any other Employer whose employees are covered under this Plan.

11.4 PARTICIPATION. The participation of a Participating Body shall become effective as of the date specified in Appendix A to the Plan. Once participation by a Participating Body has begun, such participation shall continue until terminated in accordance with the terms of the Plan.

11.5 COMBINED SERVICE. Except as otherwise provided in Appendix A to the Plan, the term “service” or “employment” shall be deemed to refer equally to service with the District and each Participating Body, so that, for any purpose under the Plan, service with the District or a Participating Body shall be deemed to be the equivalent of service with each participating Employer. A Participant shall be deemed to have a termination of employment only upon a termination of employment with the District and each Participating Body.

11.6 ADMINISTRATION. The Plan shall be administered by the Administrator, and all decisions or actions of the Administrator shall be binding upon each Participating Body.

11.7 AMENDMENT. The District is vested with the sole power to amend the Plan in any manner, and such amendment will bind each Participating Body and its Participants.

11.8 TERMINATION. A Participating Body may terminate its participation in the Plan at any time upon 30 days’ notice to the Mayor. Any such action shall operate only as to the Participants employed by that Participating Body.

ARTICLE 12

MISCELLANEOUS

12.1 **NO RIGHT TO EMPLOYMENT.** Participation in the Plan shall not give any person the right to be retained in the employ of the Employer, or any right or interest in the Plan other than as herein provided.

12.2 **RULES AND REGULATIONS.** By becoming a Participant, every Participant shall thereby be deemed to have agreed to abide by the rules and regulations of the Administrator made in accordance with the Plan.

12.3 **LOCATION OF PARTICIPANT OR BENEFICIARY UNKNOWN.** In the event that all, or any portion, of the distribution payable to a Participant or a Beneficiary shall remain unpaid solely because the Administrator cannot ascertain the whereabouts of the Participant or Beneficiary, after sending a registered letter, return receipt requested, to the last known address, and after further diligent effort, the amount so distributable shall be treated as a forfeiture and used to reduce the Basic Contribution for that Plan Year. However, the dollar amount, unadjusted for gains or losses in the interim, shall be reinstated if a claim for the benefit is made by the Participant or Beneficiary to whom it was payable before it escheats pursuant to applicable law. If a benefit payable to an unlocated Participant or Beneficiary is subject to escheat pursuant to applicable law, neither the Trustee, the Administrator nor the Employer shall be liable to any person for any payment made in accordance with such law.

12.4 **NO ASSIGNMENT OF BENEFITS.** Except as expressly provided herein, no benefits under the Plan may be assigned or alienated, and the Trustee shall pay all amounts payable hereunder, and shall distribute all assets distributable hereunder, to any person, into the hands of such person and not unto any other person or corporation whatsoever, whether claiming by his or her authority or otherwise; nor may said payments be anticipated. Except as expressly provided herein, the interest of any Participant hereunder may not be assigned or encumbered, nor shall it be subject to attachment or other judicial process. However, deposit to the credit of the account of any person in a bank or trust company designated by such person in writing shall be deemed to be the equivalent of payment into the hands of such person. Notwithstanding the foregoing, amounts held for the benefit of a Participant may be paid in accordance with a “domestic relations order” in accordance with Section 12.5.

12.5 **DOMESTIC RELATIONS ORDERS.** All rights and benefits (including, but not limited to, rights of election of payment form and designation of Beneficiary) afforded to a Participant or Beneficiary in this Plan shall be subject to the rights afforded to any alternate payee under a domestic relations order, as defined in § 414(p) of the Internal Revenue Code. Notwithstanding anything contained herein to the contrary, to the full extent permitted under § 414(p) of the Internal Revenue Code, the terms of any domestic relations order, amounts in which a Participant is vested and which are assigned to an alternate payee pursuant to such domestic relations order may be paid as soon as possible to such alternate payee, notwithstanding the employment status or other factors

affecting the ability of a Participant to receive a current distribution of all or part of his or her Plan Account.

12.6 NO DIVERSION OF FUNDS. It is the intention of the District that it shall be impossible for any part of the corpus or income of the Trust to be used for, or diverted to, purposes other than for the exclusive benefit of the Participants or their Beneficiaries and the defrayal of reasonable expenses of the Plan and Trust, except as otherwise specifically permitted under the Plan. In no event shall any part of the principal or income of the Trust be used for any other purpose before the satisfaction of the Plan's liabilities.

12.7 LIABILITY LIMITED. Neither the District, the Employer, the Administrator, the Trustee, nor any other person shall have any liability or responsibility with respect to the Plan, except as expressly provided herein.

12.8 INCAPACITY. If the Administrator shall receive evidence satisfactory to it that a Participant or Beneficiary entitled to receive any benefit under the Plan is, at the time when such benefit becomes payable, a minor, or is physically or mentally incompetent to receive such benefit and to give a valid release therefor, and that another person or an institution is then maintaining or has custody of such Participant or Beneficiary, and that no guardian, committee or other representative of the estate of such Participant or Beneficiary shall have been duly appointed, the Administrator may direct the Trustee to make payments of such benefit otherwise payable to such Participant or Beneficiary, to such other person or institution, including a custodian under a Uniform Gifts to Minors Act, or corresponding legislation (who shall be an adult, a guardian of the minor or a trust company), and such payments shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

12.9 BENEFITS LIMITED TO FUND. The benefits of the Plan shall be only as can be provided by the assets of the Trust Fund, and no liability for the payment of benefits under the Plan shall be imposed upon the District or the Employer.

12.10 COOPERATION OF PARTIES. All parties to the Plan and any party claiming any interest hereunder agree to perform any and all acts and execute any and all documents and papers which are necessary or desirable for carrying out the Plan or any of its provisions.

12.11 REPRESENTATIONS. The Employer does not represent or guarantee that any particular federal or state income, payroll or other tax consequence will result from participation in the Plan.

12.12 CONSTRUCTION.

(a) General Rules of Construction. For all purposes of the Plan, where the context admits, the singular shall include the plural, and the plural shall include the singular, and references to persons shall include individuals, receivers, trustees, guardians, fiduciaries, corporations, partnerships, associations, estates, and trusts. Headings of sections, subsections, and paragraphs are inserted only for convenience of reference and are not to be considered in the construction of the Plan.

(b) Qualification of Plan Under Internal Revenue Code. The Plan is intended to comply with all requirements for qualification under § 401(a) of the Internal Revenue Code, and, if any provision of the Plan is subject to more than one interpretation or construction, such ambiguity shall be resolved in favor of that interpretation or construction which is consistent with the Plan being so qualified.

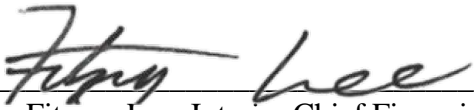
(c) References to Government Regulations. References in the Plan to any statutory provision or applicable law (including, without limitation, the Internal Revenue Code and the D.C. Code) shall be deemed to include all regulations, rulings, procedures, releases and other position statements issued by the Internal Revenue Service, the Department of the Treasury, the District or other governmental, regulatory or administrative agency, commission, department, board, or other governmental subdivision, court, tribunal, arbitral body or other governmental body having regulatory authority with respect to such statutory provision or applicable law.

(d) Severability. In case any provision of the Plan shall be held to be illegal or void, such illegality or invalidity shall not affect the remaining provisions of the Plan, but shall be fully severable and the Plan shall be construed and enforced as if said illegal or invalid provisions had never been inserted herein.

(e) Laws of the District of Columbia Shall Govern. All questions pertaining to the validity, construction, and administration of the Plan, and the validity of its respective provisions, shall be determined in accordance with the laws of the District of Columbia, except to the extent superseded by the Internal Revenue Code.

IN WITNESS WHEREOF, the District of Columbia has caused these presents to be executed by its Chief Financial Officer on this 26 day of April 2021.

DISTRICT OF COLUMBIA

By: 
Dr. Fitzroy Lee, Interim Chief Financial Officer

**Appendix A to the
Government of the District of Columbia 401(a) Defined Contribution Plan**

List of Participating Bodies

As of January 1, 2020

Participating Bodies

Effective Date of Participation