

**DISTRICT OF COLUMBIA DEFERRED COMPENSATION PLAN**

**As Amended and Restated Effective January 1, 2020**

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**DISTRICT OF COLUMBIA DEFERRED COMPENSATION PLAN**  
**(As amended and restated effective January 1, 2020)**

The District of Columbia previously established the DISTRICT OF COLUMBIA DEFERRED COMPENSATION PLAN (the “Plan”). The Plan was established and is maintained pursuant to the Deferred Compensation Act of 1984 (September 26, 1984), D.C. Law 5-118, D.C. Code Section 47-3601 et seq. (2006 Supp.) (the “Act”). The Plan is intended to be an “eligible deferred compensation plan” under Section 457(b) of the Internal Revenue Code of 1986, as amended (the “Code”) and the regulations promulgated thereunder.

The purpose of the Plan is to provide an optional benefit to Eligible Employees whereby a designated amount of the Participant’s Compensation is withheld each payroll period by the Employer and is invested at the discretion of the employee and in a manner approved by the Employer until one of the specified events occurs which permits all or part of the Deferrals to be payable to the Participant or the Beneficiary. Participation in this Plan shall not be construed as establishing or creating an employment contract between any person and the District of Columbia (the “District”).

The Plan shall also constitute the Deferred Compensation Plan for any Independent Agency of the Government of the District of Columbia wishing to adopt the terms and provisions of this Plan, subject to the approval of the Mayor of the District.

The District previously amended and restated the Plan, effective September 1, 2011, in order to incorporate and grant the Administrator authority to establish a policy which the Trustee must observe in making Plan loans, if any, to Participants. The Plan was previously amended to incorporate changes related to the provisions of the Economic Growth Tax Relief and Reconciliation Act of 2001 (“EGTRRA”) effective January 1, 2009. The District most recently amended and restated the Plan effective January 1, 2013 in order to incorporate changes required by the Code and related Treasury guidance and regulations, including provisions of the Pension Protection Act of 2006 (“PPA”) and the Heroes Earnings Assistance and Relief Tax Act of 2008 (the “HEART Act”).

The District previously amended and restated the Plan, effective as of September 1, 2015: (i) to include Deemed Roth IRA provisions, (ii) to authorize the Administrator to allow Participants to establish self-directed brokerage accounts to invest their Plan Account, (iii) to allow for In-Plan Roth Rollovers, and (iv) to make other minor changes to the Plan.

The District here amends and restates the Plan, effective January 1, 2020: (i) to incorporate prior amendments, (ii) to provide for the withdrawal, loan, 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 this 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. In the event that the CFO selects one or more outside organization(s) or entity(ies) to perform certain administrative and marketing functions for this Plan, each such outside organization shall act in the capacity of an independent contractor to the CFO in performing said functions and the employees of the outside organization shall not be eligible to participate in this Plan.

AUTOMATICALLY ENROLLED PARTICIPANT means any Eligible Employee hired on or after July 7, 2019 and any Eligible Employee rehired by the Employer on or after July 7, 2019 after having a break in service of three (3) consecutive workdays or more.

BENEFICIARY means the person or persons designated by the Participant on his or her designation form 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 (the "primary" beneficiary or beneficiaries) or upon or after a Beneficiary's death (the "contingent" beneficiary or beneficiaries). If the Participant designates more than one Beneficiary for either a primary or contingent status, all Beneficiaries of that status shall have equal shares, unless the Salary Deferral Agreement specifies otherwise. An individual who is designated as a Beneficiary by the Participant shall be considered the beneficiary for purposes of Code § 401(a)(9) and Treas. Reg. § 1.401(a)(9)-4.

BENEFIT COMMENCEMENT DATE means the date selected by the Participant or Beneficiary by designating the month and year during which the first distribution is to be made.

CFO means the Chief Financial Officer of the District of Columbia.

CODE means the Internal Revenue Code of 1986, as amended and includes any regulations thereunder.

COMPENSATION means all cash compensation for services to the Employer including wages, salary, bonuses and overtime.

COVERED EMPLOYMENT means service by an Employee in any position that is under the personnel authority of (a) the Mayor, (b) an executive agency with independent personnel authority that reports to the Mayor, or (c) the CFO. Covered Employment also includes Creditable Service as an employee of the District of Columbia Courts ("Courts"), but only if the Courts have adopted the Plan with the approval of the Mayor; or Creditable Service as an Employee of an independent agency of the District, but only if said independent agency has adopted the Plan with

the approval of the Mayor. In no event shall Covered Employment include any service specifically excluded as “Non-Covered Employment.”

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

DEEMED ROTH IRA means a separate account established under the Plan in accordance with Section 3.14 that meets the applicable requirements of Code §§ 408(q) and 408A for a Roth IRA.

DEFERRAL means the annual amount of compensation designated as a Pre-Tax Deferral or Roth Deferral that a Participant elects to defer pursuant to a properly executed Salary Deferral Agreement.

DEFERRAL ACCOUNT means the functional subaccount representing a Participant’s interest in the Plan derived from Pre-Tax Deferrals and Roth Deferrals.

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

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 employed by the Employer, including a person elected, appointed, or salaried who performs services for the Employer on a regular basis as an employee; 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.

EMPLOYER means (1) the District Government including subordinate agencies under the Mayor, (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.

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

INCLUDIBLE COMPENSATION means the amount of an Employee’s wages, salary, bonuses and overtime from the Employer for a taxable year attributable to services rendered



for the Employer that is includible in the Participant's gross income for federal income tax purposes. This definition shall be applied in a manner consistent with the definition prescribed by Code § 457(e)(5). Includible Compensation shall include elective contributions that are made by the Employer on behalf of a Participant that are not includible in gross income under Code §§ 125, 402(g)(3), 457(b) and 132(f)(4).

Includible Compensation shall also include amounts received after a Participant's severance from employment (as defined in Treas. Reg. § 1.415(a)-1(f)(5)); provided that such amounts are paid by the later of (i) two and one-half (2-1/2) months after the Participant's severance from employment, or (ii) the end of the calendar year that includes the Participant's severance from employment; and provided further, that such amounts consist of regular compensation for services performed during the Participant's regular working hours, or compensation for services performed outside of the Participant's regular working hours (such as overtime or shift differential), bonuses or similar payments. Other types of payments paid to the Participant after severance from employment shall not be considered Includible Compensation, even if paid within the time frame described above.

Includible Compensation shall also include "differential wage payments." For this purpose, "differential wage payments" shall mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing services in the uniformed services while on active duty for a period of more than 30 days, and that represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer, all within the meaning of Code § 3401(h)(2).

IN-PLAN ROTH ROLLOVER means a rollover contribution made to the Plan from another account in the Plan other than the Roth Deferral Account and Deemed Roth IRA pursuant to Section 3.13.

IN-PLAN ROTH ROLLOVER ACCOUNT means the functional subaccount representing a Participant's interest in the Plan derived from In-Plan Roth Rollovers.

LIMITATION YEAR means the Plan Year.

MAYOR means the Mayor of the District.

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

- (a) Employees serving in a temporary appointment of one (1) year or less;
- (b) Members of a board or commission whose pay is set under D.C. Official Code § 1-611.08;
- (c) Judges and Executive Officers employed by the District of Columbia Court of Appeals or the Superior Court, or the former Juvenile Court of the District of Columbia, District of Columbia Tax Court, Police Court, Municipal Court, Municipal Court of Appeals, or District of Columbia Court of General Sessions;

- (d) Summer youth employees;
- (e) Student employees who receive a stipend and are assigned or attached primarily for training purposes to a hospital, clinic, or laboratory operated by the District government; and
- (f) Employees and other individuals who are paid on a contract or fee basis.

NORMAL RETIREMENT AGE means the date or age selected by the Participant, which may be no later than the later of age 70-1/2 or the date of the Participant's Severance from Employment and no earlier than the earliest date or age at which the Participant has the right to retire without the consent of the Employer and immediately receive unreduced retirement benefits under the basic pension plan of the Employer applicable to the Participant. If the Participant will not become eligible to receive benefits under the basic pension plan of the Employer, the Participant may select a Normal Retirement Age which is not earlier than age 65 and not later than the later of 70-1/2 or the date of his Severance from Employment.

PARTICIPANT means any Eligible Employee who participates in the Plan as provided in Article 2. A Participant that is a former Employee 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 14.

PLAN means the District of Columbia Deferred Compensation Plan as set forth herein as it may be amended from time to time.

PLAN ACCOUNT means the total bookkeeping account established and maintained for each Participant reflecting the Deferral Account, Pre-Tax Deferral Account, Roth Deferral Account, In-Plan Roth Rollover Account, Rollover Account and Deemed Roth IRA, which includes any income, gains, losses increases or decreases in market value (whether or not realized), any transfers of the Participant's benefit, any distributions to the Participant, and any fees or expenses charged against the Participant's Plan Account. The Plan Account also includes plan-to-plan transfers and the account established for a Beneficiary. Each Participant shall receive periodic reports, no less frequently than quarterly, showing the value of the account as of the end of the calendar quarter or other account period for which the report is made, the Plan Account balance as of the end of the preceding accounting period, the amount of compensation deferred during the accounting period, and the amount of income, gains, losses credited to the Participant's Account during the accounting period. If the Participant designated more than one Beneficiary under Section 9.1, after the Participant's death, the Administrator shall maintain a separate Plan Account with respect to the interest of each Beneficiary.

PLAN YEAR means each twelve (12) month period beginning January 1 and ending December 31.

PRE-TAX DEFERRAL means a Participant's Deferrals that are not includible in the Participant's gross income at the time deferred.

PRE-TAX DEFERRAL ACCOUNT means the functional subaccount representing a Participant's interest in the Plan derived from Pre-Tax Deferrals.

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

ROLLOVER ACCOUNT means the functional subaccount representing a Participant's interest in the Plan derived from a Rollover Contribution. The Rollover Account shall consist of "457 Rollover", "Non-457 Rollover", and "Roth Rollover" subaccounts, which shall be accounted for separately.

ROLLOVER CONTRIBUTION means the contributions made by a Participant pursuant to a rollover of an eligible rollover distribution in accordance with Code § 402(c)(4) and Section 3.10. Rollover contributions from non-457 plans will be accounted for separately.

ROTH DEFERRAL means a Participant's Deferrals that are includible in the Participant's gross income at the time deferred and that have been irrevocably designated as Roth Deferrals in lieu of all or a portion of the Pre-Tax Deferrals the Participant is otherwise eligible to make under the Plan by entering into a Salary Deferral Agreement.

ROTH DEFERRAL ACCOUNT means the separate functional subaccount representing a Participant's interest in the Plan derived from Roth Deferrals that are irrevocably designated as Roth Deferrals.

SALARY DEFERRAL AGREEMENT means the agreement between a Participant and the Employer to defer receipt by the Participant of Compensation not yet earned. Such agreement shall be in a form acceptable to the Administrator, including electronic, shall state the Deferral amount to be withheld from a Participant's Compensation and shall become effective in accordance with the rules and procedures established by the Administrator from time to time, as soon as reasonably practicable following the day the Administrator receives a properly exercised Salary Deferral Agreement for the Participant.

SEVERANCE FROM EMPLOYMENT means termination of the Participant's employment with the Employer that is a severance from employment (within the meaning of Code § 401(k)(2)(B)(i)(I)) that is the date the Employee dies, retires or otherwise has a severance from employment with the Employer pursuant to Treas. Reg. § 1.457-6(b). Except as limited above, a Participant shall be deemed to have severed employment with the Employer for purposes of this Plan when, in accordance with the established practices of the Employer, the employment relationship is considered to have actually terminated.

An Employee is treated as having incurred a Severance from Employment during any period that the Employee is performing service in the uniformed services (within the meaning of Code § 3401(h)(2)(A)) for more than 30 days. If an Employee elects to receive a distribution by reason of such deemed Severance from Employment, the Employee may not make any Deferrals during the 6-month period beginning on the date of distribution.

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).

TRADITIONAL IRA means an individual retirement account or annuity within the meaning of Code § 408(a) or (b), respectively.

TRUST means one or more separate trust agreements which form a part of this Plan. The term “Trust” shall include one or more custodial accounts or contracts established to satisfy the requirements of Code § 457(g). Notwithstanding any contrary provisions 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 Code § 501(a) 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 eligible governmental plans that meet the requirements of Code § 457(b) (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 of the Trust (or, where applicable, the custodian of any custodial account established under Code § 457(g) serving as such from time to time).

UNFORESEEABLE EMERGENCY means a severe financial hardship to the Participant resulting from an illness or accident of the Participant, a dependent (as defined in Code § 152, without regard to Code §§ 152(b)(1), (b)(2) and (d)(1)(1)(B)) of the Participant, or the Participant’s designated primary beneficiary, loss of the Participant’s property due to casualty, or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The circumstances that will constitute an “Unforeseeable Emergency” will depend upon the facts of each case, but, in any case, payment may not be made to the extent that such hardship is or may be relieved:

- (i) through reimbursement or compensation by insurance or otherwise;
- (ii) by liquidation of the Participant’s assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or
- (iii) by cessation of Deferrals under the Plan.

Without limiting the generality of the foregoing, the term “Unforeseeable Emergency” shall not include foreseeable personal expenditures normally budgetable, such as a down payment on a home, the purchase of an automobile, college or other educational expenses, and the like. The decision of the Administrator or its designee concerning the payment of benefits under this Section shall be made in accordance with Treas. Reg. § 1.457-6(c) and shall be final and binding upon the Participant.

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.

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

## **ARTICLE 2 PARTICIPATION IN THE PLAN**

### **2.1 ELIGIBILITY.**

(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 other Eligible Employee may become a Participant effective as of the first day of the first calendar month following his or her date of hire, provided he or she is an Eligible Employee on that date.

(c) If an Employee is not an Eligible Employee on the first day of the payroll period following his or her date of hire, the Employee may become a Participant on the date he or she subsequently becomes an Eligible Employee and enrolls in the Plan pursuant to Section 2.2.

(d) Each Eligible Employee who desires to become a Participant must enroll in the Plan pursuant to Section 2.2.

### **2.2 ENROLLMENT.**

(a) Voluntary Enrollment. An Eligible Employee may elect to enroll in the Plan by completing a Salary Deferral Agreement and submitting it to the Administrator prior to the first day of any payroll period upon satisfaction of the participation requirements contained in Sections 2.1 and 2.4. Deferrals shall commence in accordance with the rules and procedures established by the Administrator from time to time, but in no event before the first day of the first calendar month beginning after the Administrator receives a properly executed Salary Deferral Agreement for the Participant.

#### **(b) Automatic Enrollment.**

(1) Notwithstanding Section 2.2(a), an Automatically Enrolled Participant shall be automatically enrolled in the Plan and shall be deemed to have elected to defer five percent (5%) of such Automatically Enrolled Participant's Compensation as Pre-Tax Deferrals ("Default Deferrals") until such Automatically Enrolled Participant makes an affirmative election to defer a different amount or percentage amount (including zero) by filing a Salary Deferral Agreement with the Administrator in accordance with Section 3.4.

(2) The Administrator shall provide each Automatically Enrolled Participant with a written notice, no later than the Automatically Enrolled Participant's effective date of hire, which notice must accurately describe:

(a) The employee's rights under the Plan to designate how contributions and earnings will be invested and the procedures for designating such investments;

(b) How, in the absence of an investment election by the employee, Default Deferrals will be invested;

(c) The percentage of the employee's base salary that will be contributed to the Plan in the absence of an affirmative election;

(d) The employee's right to increase, reduce, or cease the employee's contributions to the Plan;

(e) How an employee may elect investments and change or increase contributions amounts under the Plan; and

(f) The employee's right to make a permissive withdrawal of the Default Deferrals, and the procedures governing such withdrawals.

(3) An Automatically Enrolled Participant may elect, within the first thirty (30) days of employment, to withdraw any Default Deferrals (as adjusted for gains and losses to the date of distribution) made on his or her behalf to the Plan. Any withdrawal request will be treated as an affirmative election by the Automatically Enrolled Participant to cease having Pre-Tax Deferrals made on his or her behalf as of the date of the withdrawal request.

### 2.3 TERMINATION OF PARTICIPATION.

(a) After commencement of participation, an Eligible Employee shall remain a Participant until the earlier of (a) the date he or she terminates employment with the Employer for any reason; or (b) 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 upon termination of employment with the Employer in accordance with the provisions of Article 6.

(c) An Employee who ceases to be an Eligible Employee 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 pursuant to the terms of the Plan.

### 2.4 RESUMPTION OF PARTICIPATION.

(a) A Participant who ceases to be an Eligible Employee for any reason and who subsequently becomes an Eligible Employee will become a Participant in this Plan on the first day he or she again becomes an Eligible Employee and re-enrolls in the Plan pursuant to Section 2.2.

(b) If a Participant terminates employment and subsequently resumes employment with the Employer as an Eligible Employee, he or she shall resume participation upon re-enrolling in the Plan pursuant to Section 2.2.

## 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 DEFERRAL OF COMPENSATION

## 3.1 DEFERRALS.

(a) Subject to the provisions of this Article 3, a Participant may elect, by executing a Salary Deferral Agreement, to have the Employer make Pre-Tax Deferrals and Roth Deferrals to the Plan on his or her behalf for such Plan Year equal to the amount of Deferrals set forth in such Salary Deferral Agreement. A Participant may designate all or a portion of his or her Deferral as a Pre-Tax Deferral or as a Roth Deferral.

(b) The Salary Deferral Agreement shall take effect not earlier than the first day of the first calendar month following the date on which it is executed, excluding Beneficiary changes.

(c) The Salary Deferral Agreement was previously called a Joinder Agreement and all prior Joinder Agreements shall be valid until revoked by the execution of a new Salary Deferral Agreement that has been submitted to the Administrator.

## 3.2 MAXIMUM DEFERRAL.

(a) Primary Limitation. The maximum Deferral amount for any Participant in any taxable year shall not exceed the lesser of (i) the “applicable dollar amount” under Code § 457(b)(2)(A) of \$15,000, as indexed for inflation for subsequent years pursuant to Code § 457(e)(15)(B), or (ii) one hundred percent (100%) of the Participant’s Includible Compensation for the taxable year, all as provided in Code § 457 and the regulations thereunder. The Participant’s maximum Deferral amount is the combined amount of all of the designated Pre-Tax Deferrals and/or Roth Deferrals in any one year.

(b) Special 457 Catch-up Limitation. For each of the last three (3) taxable years ending before a Participant’s attainment of Normal Retirement Age, the maximum deferral amount shall be the lesser of: (i) twice the “applicable dollar amount” under Code § 457(b)(3)(A), or (ii) the sum of (A) the primary limitation amount determined under Section 3.2(a) for the current year, and (B) that portion of the primary limitation amount not utilized in prior taxable years in which the Participant was eligible to participate in the Plan. A Participant may use a prior year only if the Deferrals under the Plan in existence during that year were subject to the maximum deferral amount described in Treas. Reg. § 1.457-4(c)(3). The catch-up limitation is available to a Participant during one three-year period only. If the Participant uses the catch-up limitation and

then postpones retirement or returns to work after retirement, the catch-up limitation shall not be available again.

(c) Additional Deferrals for Participants Age 50 or Older. In addition to the Deferrals permitted under Section 3.2(a), Participants who are age fifty (50) or older during the taxable year may make additional Deferrals for such taxable year equal to the lesser of (1) the “applicable dollar amount” specified in Code § 414(v)(2)(B) for such taxable year (as indexed for inflation under Code § 414(v)(2)(C), or (2) the Participant’s Includible Compensation for such taxable year less the amount of Deferrals made by the Participant pursuant to Section 3.2(a). The additional deferral permitted under this Section 3.2(c) shall not apply during any year in which the Participant is permitted to make special catch-up deferrals under Section 3.2(b). The amount of additional deferrals permitted under this Section 3.2(c) shall, in all events, be subject to and administered in accordance with the provisions of Code § 414(v).

(d) Excess Deferrals. Excess Pre-Tax Deferrals and Roth Deferrals (deferrals that exceed the annual maximum deferral limit) are taxable to the participant in the year the deferrals were made to the Plan. The Plan will distribute such excess deferral (and net earnings or losses) as soon as administratively practicable after the excess is identified and in accordance with Treas. Reg. § 1.457-4(e).

(e) Coordination With Other Eligible Deferred Compensation Plans. If a Participant participates in more than one eligible deferred compensation plan (as defined in Code § 457) other than a plan that is a qualified governmental excess benefit arrangement (as defined in Code § 415(m)(3)), the maximum deferral under all such eligible deferred compensation plans shall not exceed the limitations described in Sections 3.2(a), (b) and (c) above.

### 3.3 MINIMUM DEFERRAL.

Each Eligible Employee who becomes a Participant must agree to defer at a rate of a minimum of twenty dollars (\$20) per biweekly payroll period or forty-three dollars (\$43) per monthly payroll period.

### 3.4 MODIFICATIONS TO AMOUNT DEFERRED.

Subject to such procedures and within such time periods as may be established by the Administrator from time to time, a Participant may change Deferrals with respect to Compensation not yet earned by submitting a new, properly executed Salary Deferral Agreement to the Administrator. Such change shall take effect in accordance with the rules and procedures established by the Administrator from time to time, as soon as reasonably practicable following receipt by the Administrator of the properly executed Salary Deferral Agreement (in the form prescribed by the Administrator pursuant to Section 11.7 below) from the Participant. Modifications (other than a revocation of participation as provided in Section 3.5) are subject to the overall limitations on Deferrals contained in the Plan.

### 3.5 REVOCATION OF DEFERRAL.

Any Participant may revoke his or her Deferrals in accordance with such procedures as may be established by the Administrator from time to time. The Participant’s full



Compensation on a nondeferred basis will then be restored within such time period as may be established by the Administrator, as soon as reasonably practicable following receipt of notice (in the form prescribed by the Administrator pursuant to Section 11.7 below) by the Administrator from the Participant. Notwithstanding a revocation under this Section, the Participant's benefits under the Plan shall be paid only as provided in Article 5. The Participant may subsequently recommence participation by submitting a new executed Salary Deferral Agreement.

### 3.6 DURATION OF DEFERRAL ELECTION.

Once a Deferral election has been made by the Participant, the election shall continue in effect until the Participant's Severance from Employment, unless the Participant modifies the Deferral in accordance with Section 3.4 or revokes the Deferral in accordance with Section 3.5.

### 3.7 TIME FOR MAKING DEFERRAL CONTRIBUTIONS.

The Employer shall contribute Deferrals to the Trust within forty-five (45) days following the end of the pay period to which the Deferrals relates.

### 3.8 ROTH DEFERRAL CONTRIBUTIONS.

Effective January 1, 2013, the Plan will accept Roth Deferrals made on behalf of Participants. A Roth Deferral will be treated as a Deferral for all purposes under the Plan and shall be made pursuant to Code § 402A and all other applicable regulations and guidance issued by the Treasury Department and the Internal Revenue Service. Roth Deferrals shall be subject to the requirements of this Section 3.8 and Articles 5, 6, 7 and 8, as applicable.

(a) A Participant's Roth Deferrals will be allocated to a separate account maintained for such deferrals. Notwithstanding anything herein to the contrary in the Plan, contributions and withdrawals of Roth Deferrals will be credited and debited to a separate Roth Deferral Account maintained for each Participant. The Plan will maintain a record of the amount of each Participant's Roth Deferrals contributed to the Roth Deferrals Account, and gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to such Account, and to the Participant's other accounts under the Plan. No contributions, other than Roth Deferrals and earnings properly attributable thereto, will be credited to each Participant's Roth Deferral Account.

The Plan will maintain a record of the Participant's investment in the contract (*i.e.*, designated Roth Deferrals that have not been distributed).

(b) Roth Deferrals made to the Plan may not, except for occasional bonafide administrative considerations, precede the earlier of (a) the performance of services relating to such contributions, or (b) the date on which the Compensation that was subject to such Roth Deferrals would have been currently available to the Participant in the absence of an election to defer.

### 3.9 OTHER MODIFICATIONS.

The Salary Deferral Agreement may be amended to change the selection of investments. A Participant may also amend the Salary Deferral Agreement to change the designated Beneficiary and such amendment shall be effective upon receipt by the Administrator.

### 3.10 ROLLOVER CONTRIBUTIONS.

(a) With the consent and in the discretion of the Administrator, an Eligible Employee may make a Rollover Contribution to the Plan (including the repayment of a CARES Act distribution pursuant to Section 2202(a)(3) of the CARES Act). Before accepting a Rollover Contribution, the Administrator may request any documents which the Administrator, in its discretion, deems necessary to establish that the assets are suitable or appropriate for a rollover. The Administrator shall maintain a separate, nonforfeitable account for each Rollover Contribution accepted on behalf of any Eligible Employee and its share of any earnings, losses or expenses allocable to the Participant's Plan Account.

(b) Upon Participant's Severance From Employment, the Participant's Rollover Contribution Account shall be combined with the remainder of the Participant's Plan Account and distributed in the same manner and under the same circumstances and contingencies which are set forth in the Plan for other distributions.

(c) The Plan will accept a Rollover Contribution to a Roth Deferral Account only if it is a direct rollover from another Roth Deferral Account under an applicable retirement plan described in Code § 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code § 402(c).

### 3.11 TRANSFERS FROM OTHER 457 PLANS.

This Plan shall accept for transfer amounts previously deferred under another "eligible" 457(b) plan.

### 3.12 NO EMPLOYER CONTRIBUTION.

This Plan shall not permit employer contributions.

### 3.13 IN-PLAN ROTH ROLLOVERS.

(a) To the extent permitted by Code § 402A(c), IRS Notices 2010-84 and 2013-74 and any superseding guidance, a Participant may roll over all or a portion of his or her Plan Account other than his or her Roth Deferral Account and Deemed Roth

IRA to an In-Plan Roth Rollover Account established under the Plan on his or her behalf. An In-Plan Roth Rollover shall be made pursuant to Code § 402A(c) and all other applicable regulations and guidance issued by the Treasury Department and the Internal Revenue Service, and will be subject to the requirements of this Section 3.13 and Articles 5, 6, 7 and 8, as applicable.

(b) Notwithstanding any other provision of the Plan to the contrary, to the extent an otherwise nondistributable amount is rolled over in an In-Plan Roth Rollover, the amount

rolled over and any applicable earnings with respect to such amount shall remain subject to any distribution restrictions that were applicable to the amount under the terms of the Plan before the In-Plan Roth Rollover. For purposes of this Section 3.13, the term “otherwise nondistributable amount” shall have the meaning prescribed in IRS Notice 2013-74 and any superseding guidance.

### 3.14 DEEMED ROTH IRAs.

(a) This Section 3.14 permits a Participant to fund a Deemed Roth IRA established under this Plan and shall be effective as of September 1, 2015. A Deemed Roth IRA shall be made pursuant to Code §§ 408(q) and 408A and all other applicable regulations and guidance issued by the Treasury Department and the Internal Revenue Service; and will be treated as part of the Plan Account for all purposes under the Plan except for Articles 5, 6, 7 and 8 and except to the extent inconsistent with the provisions below and Code §§ 408(q) and 408A and the applicable guidance thereunder.

(b) Each Participant may make voluntary employee contributions to the Participant’s Deemed Roth IRA established under the Plan. The Plan shall establish a separate account for the designated Deemed Roth IRA contributions of each Participant to his or her Deemed Roth IRA and any earnings and losses properly allocable to the contributions and maintain separate recordkeeping with respect to each such Deemed Roth IRA. Each Deemed Roth IRA account is established for the exclusive benefit of the Participant or his or her Beneficiaries. For purposes of this Section 3.14, a “voluntary employee contribution” means any contribution (other than a mandatory contribution within the meaning of Code § 411(c)(2)) that is made by a Participant and which the Participant has designated, at or prior to the time of making the contribution, as a Deemed Roth IRA contribution.

(c) The Trustee shall be subject to the reporting requirements of Code § 408(i) with respect to all Deemed Roth IRAs that are established and maintained under the Plan.

(d) Deemed Roth IRAs established pursuant to this Section shall be held by the Trustee in accounts separate from the accounts established under the Plan to hold contributions other than Deemed Roth IRA contributions and shall satisfy the applicable requirements of Code § 408A, which requirements are set forth in subsections (i) through (r) below.

(e) Except as specifically provided by this Section 3.14, or by Code § 408A or by applicable regulations, all procedural provisions of this Plan shall apply to the Deemed Roth IRAs.

(f) The Participant’s Account “value” in a Deemed Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Treas. Reg. § 1.408-8, Q&As-7 and -8.

(g) If the Beneficiary of a Deemed Roth IRA, so designated by the Participant, shall die after the death of the Participant, but prior to receiving a complete distribution of the balance of his or her Deemed Roth IRA amount that would have been paid to such Beneficiary had such Beneficiary’s death not then occurred, the undistributed balance of the Deemed Roth IRA that would otherwise have been received by such Beneficiary shall be

paid to such person or persons as the Beneficiary shall have designated during his or her lifetime, or, if there is no such designation, to the Beneficiary's estate.

(h) With respect to Deemed Roth IRAs, the Administrator is authorized to extend to Participants in a nondiscriminatory manner the benefit of any future amendment to the Code or regulations with respect to increases in permitted contributions and changes in distribution rules.

(i) The Deemed Roth IRA accounts are established for the exclusive benefit of the Participant or his or her Beneficiaries.

(1) Except in the case of a qualified rollover contribution or a recharacterization (as defined in subsection (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Participant's Roth IRAs for a taxable year does not exceed the applicable limit (as defined in subsection (2) below), or the Participant's compensation (as defined in subsection (8) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Participant's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of Code § 408(d)(3), except the one rollover per year rule of Code § 408(d)(3)(B) does not apply if the rollover contribution is from a Traditional IRA. A qualified rollover contribution also includes a rollover from a designated Roth account described in Code § 402A. Contributions may be limited under subsections (3) through (5) below.

(2) The applicable amount is determined under (A) or (B) below:

(A) If the Participant is under age 50, the applicable amount is \$5,500 for any taxable year beginning in 2014 and years thereafter.

(B) If the Participant is 50 or older, the applicable amount is \$6,500 for any taxable year beginning in 2014 and years thereafter.

(C) After 2015, the limits in paragraphs (A) and (B) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code § 219(b)(5)(C). Such adjustments will be in multiples of \$500.

(3) If (A) and/or (B) below apply, the maximum regular contribution that can be made to all the Participant's Roth IRAs for a taxable year is the smaller amount determined under (A) or (B).

(A) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in subsection (7) below) in accordance with the following table:

Filing Status	Full Contribution	Phase-out Range	No Contribution
		Modified AGI	
Single or Head of Household	Up to \$116,000	Between \$116,000	\$131,000 or more
Joint Return or	Up to \$183,000	Between \$183,000	\$193,000 or more
Married-Separate Return	\$0	Between \$0 and	\$10,000 or more

If the Participant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. After 2015, the dollar amounts provided in the table above will be adjusted by the Secretary of the Treasury for cost of living increases in accordance with Code § 408A(c)(3).

(B) If the Participant makes regular contributions to both Roth and Traditional IRAs for a taxable year, the maximum regular contribution that can be made to all the Participant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Participant's Traditional IRAs for the taxable year.

(4) The Pension Protection Act of 2006 amended Code § 408A(d)(3) to permit rollovers from Eligible Retirement Plans to Roth IRAs and amended Code § 408A(c)(3)(B) to eliminate the AGI based restrictions on all rollovers to Roth IRAs beginning in 2010.

(5) No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code § 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from a SIMPLE IRA; that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

(6) A regular contribution to a Traditional IRA may be recharacterized pursuant to the rules in Treas. Reg. § 1.408A-5 as a regular contribution to this Deemed Roth IRA, subject to the limits in subsection (3) above.

(7) For purposes of subsections (3) and (4) above, a Participant's modified AGI for a taxable year is defined in Code § 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a Traditional IRA (a "conversion").

(8) For purposes of subsection (1) above, "compensation" is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to, commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code § 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For

purposes of this definition, Code § 401(c)(2) shall be applied as if the term trade or business for purposes of Code § 1402 included service described in Code § 401(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including, but not limited to, interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term “compensation” shall include any amount includible in the individual’s gross income under Code § 71 with respect to a divorce or separation instrument described in subparagraph (A) of Code § 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse’s compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a Traditional IRA.

(j) No part of the Deemed Roth IRA Trust funds will be invested in collectibles within the meaning of Code § 408(m) except as otherwise permitted by Code § 408(m)(3), which provides an exception for certain gold, silver and platinum coins, coins issued under the laws of any state, and certain bullion.

(k) No part of the Deemed Roth IRA Trust funds will be invested in life insurance contracts.

(l) No amount is required to be distributed prior to the death of the Participant for whose benefit the Deemed Roth IRA account was originally established.

(m) The Deemed Roth IRA accounts will comply with the minimum distribution rules as follows:

(1) Notwithstanding any provision of this Deemed Roth IRA to the contrary, the distribution of the Participant’s interest in the account shall be made in accordance with the requirements of Code § 408(a)(6), as modified by Code § 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Treas. Reg. § 1.401(a)(9)-6 (taking into account Code § 408A(c)(5), rather than the distribution rules in paragraphs (2), (3) and (4) below.

(2) Upon the death of the Participant, his or her entire interest will be distributed at least as rapidly as follows:

(A) If the designated Beneficiary is someone other than the Participant’s surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant’s death, over the remaining life expectancy of the designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant’s death, or, if elected, in accordance with subsection (C) below.

(B) If the Participant’s sole designated Beneficiary is the Participant’s surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant’s death (or by the end of the calendar year in which the Participant would have attained age 70-1/2, if later), over such spouse’s life, or,

if elected, in accordance with subsection (C) below. If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with subsection (C) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his or her birthday in the year of the Spouse's death.

(C) If there is no designated Beneficiary, or if applicable by operation of subsections (A) or (B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under subsection (B) above).

(D) The amount to be distributed each year under subsection (A) or (B) is the quotient obtained by dividing the value of the Deemed Roth IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. § 1.401(a)(9)-9. If distributions are being made to a surviving Spouse as the sole designated Beneficiary, such Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in subsection (A) or (B) and reduced by 1 for each subsequent year.

(3) The "value" of the Deemed Roth IRA includes the amount of any outstanding rollover, transfers and recharacterization under Treas. Reg. § 1.408-8, Q&As-7 and -8.

(4) To the extent permitted under Code § 408(q) and the regulations thereto, if the sole designated Beneficiary is the Participant's surviving Spouse, the Spouse may elect to treat the Deemed Roth IRA as his or her own IRA. This election will be deemed to have been made if such surviving Spouse makes a contribution to the Deemed Roth IRA or fails to take required distributions as a Beneficiary.

(n) (1) The Participant will provide the Trustee with all information necessary to prepare any reports required by Code §§ 408(i) and 408A(d)(3)(E), Treas. Reg. §§ 1.408-5 and 1.408-6, or other guidance published by the IRS.

(2) The Trustee will submit to the IRS and Participant the reports prescribed by the IRS.

(o) Separate records will be maintained for the interest of each Participant.

(p) The Trustee will furnish annual calendar-year reports concerning the status of the account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

(q) The Trustee will substitute another Trustee if the Trustee receives notice from the Commissioner of Internal Revenue that such substitution is required because it has failed to comply with the requirements of Treas. Reg. § 1.408-2(e).

(r) Notwithstanding any other Sections of the Plan which may be added or incorporated, the provisions of this Section 3.14 and this sentence will be controlling with respect to each Deemed Roth IRA created under the Plan. Any additional sections inconsistent with Code § 408A, the regulations, and other published guidance will be invalid.

## **ARTICLE 4 INVESTMENT AND ACCOUNT VALUES**

### **4.1 INVESTMENT OF DEFERRED COMPENSATION.**

The Employer shall remit the amount of each Participant's deferred compensation to the Trust within a reasonable time after it would otherwise be paid to the Participant.

### **4.2 TRUST.**

All assets of the Plan, including all deferred amounts, property and rights purchased with deferred amounts, and all income attributable to such deferred amounts, property or rights, other than assets held in annuity contracts, will be held in the Trust. Such amounts may be held in a common fund with the assets of other Code § 457 plans, provided that the Trustee shall account separately for the interest of the Plan in such common fund. The Trust shall be held by the Trustee thereof for the exclusive benefit of the Participants and Beneficiaries of this Plan and the assets may not be diverted to any other use.

### **4.3 EMPLOYER LIABILITY.**

In no event shall the Employer's liability to pay deferred compensation under this Plan exceed the amount or value of the Participant's Plan Account. The Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of any investment acquired under this Plan.

### **4.4 INVESTMENT DIRECTION.**

Participants shall be given the opportunity to direct investment of their respective Plan Accounts in one or more of the investment funds offered by the Plan. The Administrator shall establish procedures for selection of investment funds and transfers among investment funds. The Administrator shall make available to Participants information sufficient to enable Participants to make informed investment decisions.

### **4.5 RETURN OF MISTAKEN DEFERRALS.**

The current value of any contribution made because of a good faith mistake in fact shall be returned to the Employer or the Participant as soon as practicable, adjusted for any



increase or loss in value allocable thereto, but in no event later than one year after the contribution is made.

#### 4.6 RIGHT TO DECLINE PARTICIPANT DIRECTION.

The Administrator may decline to implement any investment if:

- (a) the person giving the investment direction is legally incompetent;
- (b) the investment direction would be contrary to the Plan;
- (c) the investment direction would be contrary to a valid and enforceable court order; or
- (d) the investment direction would jeopardize the Plan's status as an eligible plan under Code § 457.

### **ARTICLE 5 DISTRIBUTION OF BENEFITS**

#### 5.1 ELIGIBILITY FOR PAYMENT.

Distribution of a Participant's Plan Account (including, without limitation, any Rollover Account) shall not occur prior to the earliest of: (i) the calendar year in which the Participant attains age seventy and one-half (70-1/2), (ii) the Participant's Severance from Employment or retirement, (iii) the Participant's death, or (iv) the date the Participant incurs a financial hardship due to an Unforeseeable Emergency. Notwithstanding the preceding, a Participant shall be permitted to receive a distribution from the Participant's Plan Account under the Plan as provided in, and subject to the conditions of, Sections 5.2, 5.5 or 5.8.

#### 5.2 DISTRIBUTION DUE TO UNFORESEEABLE EMERGENCY.

A Participant may request a distribution due to a severe financial hardship by submitting a written request to the Administrator accompanied by evidence to demonstrate that the circumstances being experienced qualify as an Unforeseeable Emergency. The Administrator shall have the authority to require such evidence as deemed necessary to determine if a distribution is warranted. If an application for a hardship distribution due to an Unforeseeable Emergency is approved, the distribution shall be limited to an amount sufficient to meet the emergency. The allowed distribution shall be payable in a method determined by the Administrator according to such procedures and within such time periods as may be established by the Administrator from time to time. The Participant shall designate the amount of the distribution to be made from his or her Pre-Tax Deferral Account and/or Roth Deferral Account.

All decisions by the Administrator or its designee in matters relating to distributions under this Section 5.2 shall be final and binding on all parties.

#### 5.3 TIMING OF DISTRIBUTIONS.

Except as otherwise provided herein, upon Severance from Employment distribution of a Participant's Plan Account under any payout option that satisfies the provisions of the Plan shall be made. The Participant may elect the time at which distribution under the Plan is to commence by designating the month and year during which the first distribution is to be made. The first Benefit Commencement Date that may be elected by the Participant shall be the earlier of: (i) thirty-one (31) days after the Administrator is notified of the Participant's Severance from Employment or the date of the Participant's Severance from Employment, whichever is later; or (ii) the date on which the Participant attains age 70-<sup>1</sup>/<sub>2</sub> or terminates Deferrals under this Plan, whichever is later. Notwithstanding the preceding, distribution of a Participant's Plan Account must be made no later than the first day of April following the calendar year in which the later of the Participant's Severance from Employment with the Employer or attainment of age seventy and one-half (70-<sup>1</sup>/<sub>2</sub>) occurs.

#### 5.4 DEATH DISTRIBUTION PROVISIONS.

(a) Timing and Form of Distribution. If the Participant dies before distribution of his or her Plan Account, then the Participant's Plan Account will be distributed to the Beneficiary in the form of a cash lump sum payment as soon as administratively practicable after the Participant's death.

(b) Determination of Beneficiary. The Administrator shall require a death certificate proving the death of a Participant 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.

#### 5.5 DEEMED SEVERANCE DISTRIBUTION.

A Participant who is called to qualified military service as defined in Code § 414(u) for more than thirty (30) days may be treated as having experienced a severance from employment and, therefore, may withdraw part or all of his or her Deferral Account. These in-service withdrawals shall only be made during the period beginning on the date of such call to duty and ending at the close of the active duty period, and shall not be subject to the ten percent (10%) excise tax on early distributions that might otherwise apply under Code § 72(t). In the event of such a distribution, such Participant will not be permitted to make Deferrals for a period of six (6) months, which shall start on the date of distribution.

#### 5.6 IN-SERVICE DISTRIBUTIONS.

5.6.1 Small Amounts. A Participant shall be entitled to elect, and the Administrator shall be permitted to make (without the Participant's consent), a distribution of \$5,000 from the Participant's Plan Account prior to the Participant's attainment of age seventy and one-half (70-1/2), Severance from Employment or death and without the Participant being required to produce evidence of the occurrence of an Unforeseeable Emergency if (i) the amount of the distribution does not exceed the dollar limitation of Code § 411(a)(11)(A), (ii) the Participant has not, during the two (2) year period ending on the date of the distribution under this Section 5.6, made any contributions to the Participant's Plan Account maintained under the Plan and (iii) the Participant has not received a prior distribution under this Section.

5.6.2 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.

#### 5.7 RESTRICTIONS ON DISTRIBUTIONS.

Notwithstanding any other provision in the Plan to the contrary, distribution shall be made only in accordance with Code § 457(d) and regulations prescribed by the Internal Revenue Service under Code §§ 457 and 401(a)(9). To the extent that there is any conflict between the provisions of Code §§ 457 and 401(a)(9) and the regulations thereunder and any other provision in the Plan, the provisions of Code §§ 457 and 401(a)(9) and the regulations thereunder will control.

#### 5.8 QUALIFIED HEALTH INSURANCE PREMIUM DISTRIBUTIONS.

(a) A Participant who is an Eligible Retired Public Safety Officer and is receiving monthly annuity benefits from the Plan may elect to have Qualified Health Insurance Premium Distributions made in accordance with procedures established by the Administrator.

(b) Qualified Health Insurance Premium Distributions may be excluded from the gross income of the Eligible Retired Public Safety Officer under Code § 402(1), subject to the annual dollar limitation contained in Code § 402(1)(2).

(c) The following definitions apply for purposes of this Section 5.8:

(1) An "Eligible Retired Public Safety Officer" is a Participant who separated from service with the District as a sworn police officer or firefighter (1) by reason of disability or (2) at or after his or her Normal Retirement Age.

(2) A "Qualified Health Insurance Premium Distribution" is an amount deducted from an Eligible Retired Public Safety Officer's benefit payment and paid directly to the insurer providing coverage for which Qualified Health Insurance Premiums are paid. Such amount may not exceed the amount of the Qualified Health Insurance Premiums.

(3) "Qualified Health Insurance Premiums" means premiums for coverage for the Eligible Retired Public Safety Officer (and his or her spouse and dependents, if applicable) under accident and health insurance (including an accident or health plan within the

meaning of Code § 105(e)) or a qualified long-term care insurance contract as defined in Code § 7702B(b).

#### 5.9 PURCHASING SERVICE CREDITS UNDER A STATE OR LOCAL RETIREMENT SYSTEM.

A Participant who is a teacher, police officer, fire fighter or civil servant and who is in a tax-qualified defined benefit governmental plan that accepts plan-to-plan transfers may direct the Administrator to transfer amounts under the Participant's Plan Account tax-free under the Plan in accordance with Code § 457(e)(17) to the fiduciary of a state or local retirement system or the Civil Service Retirement System in order to enable the Participant to purchase years of service credits under the system or repay amounts previously cashed out under the system even if the Participant is not otherwise eligible for a distribution under this Article 5. The Employer shall take such reasonable measures as required to ensure that the intended recipient plan will accept such transferred amounts. The transfer may be made only if the transfer is either for the purchase of permissive service credit (as defined in Code § 415(n)(3)(A)) or repayment to which Code § 415 does not apply. The purchase of service credit and transfer must be made in accordance with the policies and procedures of the Administrator.

#### 5.10 DISPUTE AS TO PROPER PAYEE.

If a dispute arises as to the proper payee of any payment(s), the Administrator, in its sole discretion, may withhold or cause to be withheld any payment(s) until the dispute is finally determined by a court of competent jurisdiction or is settled by all the parties concerned.

#### 5.11 RECEIPT AND RELEASE.

Any payments or any agreement to make payment(s) shall, to the extent of the payment(s) or agreement, be in full satisfaction of all claims.

The Administrator may (in its sole discretion), as a condition precedent to making or causing to be made any payment(s), or agreement to make payment(s), or transfer (pursuant to Code § 457(e)(10)), require any person or entity to execute a receipt and release.

#### 5.12 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. The maximum amount available under this provision shall not exceed \$75,000 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).

**ARTICLE 6**  
**FORM OF PARTICIPANT'S BENEFIT DISTRIBUTION**

**6.1     DISTRIBUTION PAYOUT OPTIONS.**

Except as limited below, any of the following annuity options or income options or settlement options or other options for payment that are available under the investment contract(s) held under the Plan, or that may otherwise be made available by the Administrator on a non-discriminatory basis. Such election will only be effective if made on forms provided by the Administrator and received in accordance with the procedures established by the Administrator.

(a)     Normal Form of Distribution Payout. The normal form of payment of the Participant's Plan Account shall be a cash lump sum.

(b)     Optional Forms of Distribution Payout. A participant may elect to have his or her Plan Account paid in one or a combination of the following distribution options:

- (1)     Lump sum;
- (2)     Installments for a designated period, including monthly, quarterly, semi-annual and annual installments;
- (3)     Installments for life; a Required Minimum Distribution (RMD) and an Annuity Option;
- (4)     Installments for life with a guaranteed minimum number of payments; an Annuity Option;
- (5)     Installments for the life of the Participant with continuation of the payments or a percentage of the payments for the lifetime of the Participant's surviving Spouse; an Annuity Option;
- (6)     Life annuity payable as a monthly payment over the life of the Participant;
- (7)     Life annuity with period certain payable as a monthly payment during the life of the Participant with a specified period of guaranteed payments;
- (8)     Joint & Survivor annuity payable as a monthly payment during the Participant's lifetime and continuing after his or her death at fifty percent (50%) of the payment for the life of the Participant's designated beneficiary and continuing for the remainder of the such Beneficiary's life. If the Beneficiary dies before the Participant's Benefit Commencement Date, the Participant's election shall thereupon become void. If the Beneficiary dies after the Participant's Benefit Commencement Date (but before the Participant dies), the election shall remain effective and the Participant shall continue to receive the reduced retirement income payable to the Participant in accordance with this option;

(9) Joint & Survivor annuity payable with period certain payable as a monthly payment to the Participant and continuing at fifty percent (50%) of the payment for the Participant's designated Beneficiary, with a specified period of guaranteed payments. If the Beneficiary dies before the Participant's Benefit Commencement Date, the Participant's election shall thereupon become void. If the Beneficiary dies after the Participant's Benefit Commencement Date (but before the Participant dies), the election shall remain effective and the Participant shall continue to receive the reduced retirement income payable to the Participant in accordance with this option;

(10) Term certain annuity payments for a specified period of time payable as a monthly payment, as permitted by the Administrator, not exceeding the Participant's life expectancy or the joint life expectancy of the Participant and the Participant's designated Beneficiary;

(11) Specific portion of the Participant's Plan Account (not to exceed twenty percent (20%) of the account); or

(12) Any other option which complies with Code §§ 401(a)(9) and 457(d), and is approved by the Administrator.

The Administrator shall not permit the use of any payout option that is based on gender-distinct actuarial tables or that otherwise unlawfully discriminates against any person. The default payment option is a cash lump sum. Any Participant must receive a 402(f) notice that describes the participant's right to defer a distribution that describes the consequences for failing to defer not less than 30 days and no more than 180 days prior to such distribution.

## 6.2 ROLLOVER DISTRIBUTIONS.

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's action under this Section, all benefits payable pursuant to the terms of the Plan shall comply with the requirements of Code § 401(a)(31).

(a) Any Distributee who is entitled to receive an Eligible Rollover Distribution may make a trustee-to-trustee rollover of the distribution to an Eligible Retirement Plan. 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.

(b) An individual who is a designated Beneficiary (within the meaning of Code § 401(a)(9)(E) 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 Code § 408(a) or an individual retirement annuity described in Code § 408(b), 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 Code § 408(d)(3)(C), under which benefits must be distributed in

accordance with the required minimum distribution rules applicable to inherited IRAs of Non-Spouse Beneficiaries.

(c) A Direct Rollover of a distribution from a Roth Deferral Account under the Plan will only be made to another Roth Deferral Account under an applicable retirement plan described in Code § 402A(e)(1) or to a Roth IRA described in Code § 408A, and only to the extent the rollover is permitted under the rules of Code § 402(c).

(d) Definitions.

(1) Eligible Retirement Plan means (a) an individual retirement account (“IRA”) described in Code § 408(a); (b) Roth IRA described in Code § 408A; (c) an individual retirement annuity described in Code § 408(b); (d) a qualified trust described in Section 401(a) or an annuity plan described in Code § 403(a) that accepts the Distributee’s Eligible Rollover Distribution and agrees to separately account for amounts transferred into such plan from the Plan; (e) an annuity contract described in Code § 403(b) that accepts the Distributee’s Eligible Rollover Distribution and agrees to separately account for amounts transferred into such plan from the Plan; and (f) an eligible plan described in Code § 457(b) that is maintained by a state or political subdivision of a state that accepts the Distributee’s Eligible Rollover Distribution.

(2) Eligible Rollover Distribution means any distribution of all or any portion of a Participant’s Plan Account, except that an Eligible Rollover Distribution does not include (a) 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 expectancies) of the Distributee and the Distributee’s designated Beneficiary, or for a specific period of ten years or more;

(b) any distribution made under Section 5.2 as a result of an Unforeseeable Emergency, or

(c) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code § 401(a)(9).

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 paid only to an individual retirement account or annuity described in Code § 408(a) or (b), a Roth individual retirement account or annuity described in Code § 408A or to a qualified trust or annuity plan described in Code § 401(a) or 403(a) or an annuity contract described in Code § 403(b) if such trust or annuity plan or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately 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) Direct Rollover means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(4) Distributee means an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving Spouse and the Employee’s or former

Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code § 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. A Non-Spouse Beneficiary of a deceased Participant is also a Distributee for purposes of Section 6.2, provided, however, in the case of a Non-Spouse Beneficiary, the Direct Rollover may be made only to an IRA or annuity under Code § 408 that is established on behalf of the Non-Spouse Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of Code § 402(c)(11). The determination of the extent to which a distribution to a Non-Spouse Beneficiary is required under Code § 401(a)(9) shall be made in accordance with IRS Notice 2007-7, Q&A 17 and 18, 2007-5 I.R.B. 395.

The definitions above shall apply to Section 6.3.

### 6.3 DISTRIBUTION OF ROTH CONTRIBUTIONS.

(a) Qualified Distributions. The distribution of Roth Deferral contributions to a Distributee, in accordance with the otherwise applicable provisions of the Plan shall satisfy the requirements of a qualified distribution that is not includable in the Distributee's gross income pursuant to Treas. Reg. § 1.402A-1 if it meets the following requirements:

(1) the distribution of the Roth Deferrals is distributed only after the 5-taxable-year period of participation, as defined in Treas. Reg. § 1.402A-1, Q&A-4, has been completed; and

(2) the distribution of the Roth Deferrals is made on or after the date the Participant attained age 59- $\frac{1}{2}$ , is made to a Beneficiary or the estate of the Participant on or after the Participant's death, or is attributable to the Participant being disabled, within the meaning of Code § 72(m)(7).

#### (b) Direct Rollovers.

(1) Notwithstanding any provision in Section 6.2 to the contrary, a direct rollover of a distribution from a Roth Deferral Account under the Plan will only be made to another applicable retirement plan described in Code § 402A(e)(1) or to a Roth IRA described in Code § 408A, but only to the extent the rollover is permitted by, and administered in accordance with, the rules of Code § 402(c).

(2) Subject to 6.2, the Plan may accept a Rollover Contribution to a Roth Deferral Account but only if it is a direct rollover of Roth contributions from another applicable retirement plan described in Code § 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code § 402(c). The Plan Administrator, operationally and on a uniform and nondiscriminatory basis, may decide whether to accept any such Rollover Contribution.

(3) The Plan will not provide for a direct rollover for distributions from a Participant's Roth Deferral Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 during a year. In addition, any distribution from a Participant's Roth Deferral Account shall not be taken into account in determining whether distributions from a Participant's other accounts are reasonably expected to total less than \$200 during a year. However, eligible rollover distributions from a Participant's



Roth Deferral Account shall be taken into account in determining whether the total amount of the Participant's account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan. Furthermore, the Plan Administrator may decide to allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution, but only if the amount rolled over is at least \$500 applied by treating an amount distributed from a Participant's Roth Deferral Account as a separate distribution from any amount distributed from the Participant's other Deferral Accounts in the Plan, even if the amounts are distributed at the same time.

#### **6.4     MANDATORY OR CASHOUT DISTRIBUTION.**

The Administrator may make an immediate distribution of the vested Plan Account that does not exceed \$1,000 (excluding the Rollover Account) in a cash lump sum. Any such distribution will be made as soon as administratively feasible after the date the Participant experiences a Severance from Employment. A mandatory distribution may be made without the

Participant's consent and before the Participant attains the later of age 62 or Normal Retirement Age pursuant to Code § 401(a)(31)(B).

### **ARTICLE 7 PLAN LOANS**

#### **7.1     LOAN POLICY.**

The Administrator shall establish a loan policy for making Plan loans, if any, to Participants. The loan policy must be non-discriminatory and must be in writing. The policy must include: (1) the identity of the person or positions authorized to administer the Participant loan program; (2) the procedure for applying for a loan; (3) the criteria for approving or denying a loan; (4) the limitations, if any, on the types and amounts of loans available; (5) the procedure for determining a reasonable rate of interest; (6) the types of collateral which may secure the loan; and (7) the events constituting default and the steps the Plan will take to preserve Plan assets in the event of default. A loan policy the Administrator adopts under this Section 7.1 is part of the Plan, except that the Administrator may amend or terminate the loan policy without regard to Section 13.1.

#### **7.2     REQUIREMENTS FOR PLAN LOANS.**

The Administrator, or outside organization acting on behalf of the Administrator, will make a Plan loan to a Participant in accordance with the loan policy under Section 7.1, provided: (1) loans are available to all Participants on a reasonably equivalent basis; (2) any loan is adequately secured and bears a reasonable rate of interest; (3) the loan provides for repayment within a specified time (except that the loan policy may suspend loan payments pursuant to Code § 414(u)(4) or otherwise in accordance with applicable law); (4) the default provisions of the loan permit offset of the Participant's Plan Account balance only at the time when the Participant has a distributable event under the Plan, but without regard to whether the Participant consents to distribution as otherwise provided by the Plan; (5) the amount of the loan does not exceed (at the time the Plan extends the loan) the present value of the Participant's Plan Account balance; and (6) the loan otherwise conforms to the exemption provided by Code § 4975(d)(1).

(a) Maximum Loan Amount. No loan to a Participant hereunder may exceed the lesser of: (a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or (b) one half of the value of the Participant's Plan Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

(b) Terms of the Loan. The terms of the loan shall: (a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on a bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of Code § 414(u) or for the duration of a leave which is due to qualified military service; (b) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and (c) provide for interest at a rate equal to one percentage point above the prime rate as published in the Wall Street Journal on the first business day of the month in which the loan is approved by the Administrator.

(c) Repayment. The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. In the event that a Participant is in non-pay status (including but not limited to LWOP, disability or administrative leave without pay) then no repayments will be made from payroll. In the event that a Participant experiences a Severance from Employment, the Participant may arrange direct payment of the loan with the Administrator or its designee.

(d) Security for Loan. Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's Plan Account invested in such loan.

(e) Default. In the event that a Participant fails to make a loan payment under this Section 7.2 within 90 days after the date such payment is due, a default on the loan shall occur. In the event of such default, (i) all remaining payments on the loan shall be immediately due and payable, (ii) effective as of the first day of the calendar month next following the month in which any such loan default occurs, the interest rate for such loan shall be (if higher than the rate otherwise applicable) the rate being charged on loans from the Plan that are approved by the Administrator in the month in which such default occurs, (iii) no contributions shall be made on such Participant's behalf prior to the first payroll period that follows by 12 calendar months the date of repayment in full of such loan, and (iv) the Participant shall be permanently ineligible for any future loans from the Plan.

In the case of any default on a loan to a Participant, the Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Severance from Employment. In addition, the Administrator shall take any

legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Plan Account of the Participant.

Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

(f) CARES Act Loan Provisions. Notwithstanding any provision herein to the contrary, effective April 27, 2020, pursuant to Section 2202(b) of the CARES Act, the maximum amount for any new Plan loan made to a qualified individual on or before September 22, 2020, shall be determined under Subsection 7.2(a) above by replacing "\$50,000" with "\$75,000" and "one half the value of the Participant's Plan Account" with "100% of the value of the Participant's Plan Account," and any loan payments due between March 27, 2020 and December 31, 2020, shall be suspended until December 31, 2020, and disregarded in determining the loan term, in accordance with the rules and procedures prescribed by the Administrator.

#### 7.3 DEFAULT AS DISTRIBUTABLE EVENT.

The loan policy may provide a Participant's loan default is a distributable event with respect to the defaulted amount, irrespective of whether the Participant otherwise has incurred a distributable event at the time of default.

#### 7.4 TREATMENT OF LOAN AS PARTICIPANT DIRECTED.

The Administrator, to the extent provided in a written loan policy, will treat a Plan loan made to a Participant as a Participant-directed investment. Where a loan is treated as a directed investment, the borrowing Participant's Plan Account alone shares in any interest paid on the loan, and the Plan Account alone bears any expense or loss it incurs in connection with the loan. The Administrator may retain any principal or interest paid on the borrowing Participant's loan in a segregated account on behalf of the borrowing Participant until the Administrator deems it appropriate to add the loan payments to the Participant's Plan Account.

### **ARTICLE 8 MINIMUM DISTRIBUTION REQUIREMENTS**

#### 8.1 GENERAL RULES.

(a) The provisions of this Article 8 will apply for purposes of determining required minimum distributions.

(b) The requirements of this Article 8 will take precedence over any inconsistent provisions of the Plan.

(c) All distributions required under this Article 8 will be determined and made in accordance with the regulations under Code § 401(a)(9).

## 8.2 TIME AND MANNER OF DISTRIBUTION.

(a) The Participant's entire interest will be distributed to the Participant no later than the Participant's Required Beginning Date.

(b) If the Participant dies before distributions begin, the Participant's entire interest (if any) will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, then distribution 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 age 70-<sup>1</sup>/<sub>2</sub>, if later.

(2) If the Participant's surviving Spouse is not the Participant's sole Designated Beneficiary, then distributions 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 interest (if any) will be distributed 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 8.2, other than Section 8.2(b)(1), will apply as if the surviving Spouse were the Participant.

For purposes of this Section 8.2, distributions are considered to begin on the Participant's Required Beginning Date (or, if Section 8.2(b)(4) applies, the date distributions are required to begin to the surviving Spouse under Section 8.2(b)(1)).

(c) Unless the Participant's interest is distributed in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year, the Participant's entire interest (if any) will be distributed in accordance with Section 8.2. Notwithstanding anything herein to the contrary, distributions hereunder will be made in accordance with the requirements of Code § 401(a)(9) and the regulations.

(d) Suspension of Required Minimum Distributions for 2009. Notwithstanding any other provision of the Plan, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code § 401(a)(9)(H) ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to the 2009 RMDs or (2) one or more payments in a series of substantially equal distributions that include the 2009 RMDs, 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

2009 RMDs”), will not receive those distributions for 2009 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 2009 RMDs will be offered only for distributions that would be Eligible Rollover Distributions without regard to Code § 401(a)(9)(H) and rolled over to an IRA or another employer’s qualified plan.

(e) 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 Code § 401(a)(9)(I) (“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 Code § 401(a)(9)(I) and rolled over to an IRA or another employer’s qualified plan.

### 8.3 DEFINITIONS.

(a) Designated Beneficiary. The individual who is designated as the beneficiary under Section 9.1 and is the designated beneficiary under Code § 401(a)(9) and Treas. Reg. § 1.401(a)(9)-1, Q&A-4.

(b) Distribution Calendar Year. A calendar year for which a minimum distribution is required. For distributions beginning before the Participant’s death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant’s Required Beginning Date. For distributions beginning after the Participant’s death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.2. The required minimum distribution for the Participant’s first distribution calendar year will be made on or before the Participant’s Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant’s Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(c) Required Beginning Date. The April 1<sup>st</sup> of the calendar year following the later of the calendar year in which the employee attains age 70-<sup>1</sup>/<sub>2</sub> or the calendar year in which the employee retires.

## **ARTICLE 9 BENEFICIARY INFORMATION**

### **9.1     DESIGNATION OF BENEFICIARY.**

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 death. Such designation of Beneficiary shall be in writing and delivered to the Administrator, and shall be effective when received by the Administrator. 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.

### **9.2     NO BENEFICIARY DESIGNATION.**

If a deceased Participant has failed to designate a Beneficiary or Beneficiaries in accordance with Section 9.1, then any amounts that would otherwise be paid to the Participant's Beneficiary or Beneficiaries will be paid to his or her surviving Spouse or Domestic Partner, or if he or she has no surviving Spouse or Domestic Partner, his or her estate. Any payment made pursuant to this section in good faith shall be a payment for the Plan Account of the Participant and shall be a complete discharge from any liability of the Plan and Trustees.

### **9.3     DISTRIBUTION TO MINOR OR INCOMPETENT BENEFICIARY.**

If a distribution is to be made to a minor Beneficiary or to a Beneficiary whom the Administrator finds to be unable to care for his/her affairs, the Administrator, in its sole discretion, may direct (if no claim has been made by a duly appointed representative) that any payment(s) be made to the legal guardian of the Beneficiary, or if none, to a parent of the Beneficiary or a responsible adult with whom the Beneficiary maintains his/her residence, or to the custodian for the Beneficiary under the State Gift to Minors Act, or to any person determined by the Administrator to be a proper recipient for the Beneficiary. This payment(s) shall be in full satisfaction of all claims.

## **ARTICLE 10 USERRA**

Notwithstanding any of the preceding provisions, a Participant who is entitled to reemployment pursuant to the terms of the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) may defer an additional amount under the Plan as provided in USERRA for the years of his or her service in qualified military service in accordance with Code § 414(u). Any such deferrals shall be made within the period of the Participant's period of service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code) multiplied by three, but not more than five years, and shall not be subject to the limits set forth above in the year in which deferred, but will be subject to the limits for the year to which such deferrals relate.

If a Participant dies on or after January 1, 2007, while performing qualified military service (as defined in Code § 414(u)(5)), such Participant's Beneficiary shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if such Participant had resumed employment the day before death and then terminated employment on the actual date of death.

## **ARTICLE 11**

### **PLAN ADMINISTRATION AND FUNDING**

#### **11.1 PLAN ADMINISTRATION.**

(a) The Plan shall be administered by the Employer. The term Administrator, as used in the Plan, shall refer to the Employer or to those employees of the Employer who have the power to act for the Employer with respect to the Plan.

(b) The Employer shall designate the CFO to act for the Employer with respect to the Plan. The term Administrator, as used in the Plan, shall refer to the CFO and those employees designated to act for the Employer by the CFO, either individually or collectively, as appropriate. The Employer shall advise the Trustee of the names of the individuals and the scope of their authority 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 authority of any employee to act for the Employer, with or without cause, by giving notice to the employee and to the Trustee.

(c) The Administrator shall have complete control over and responsibility for the operation and administration of the Plan and shall direct payment of Plan benefits. The Administrator shall have all of the power and authority necessary to administer the Plan and shall have the power to adopt, interpret, alter, amend or revoke rules and regulations necessary to administer the Plan. Any action on matters within the discretion of the Administrator (or any employee acting for the Employer, in its capacity as Administrator) shall be final and conclusive.

(d) The Administrator may employ agents and provide for such clerical, legal, actuarial, accounting, advisory or other services as it deems necessary to perform its duties under this Plan.

(e) 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 Employer with respect to the Plan, so long as such allocation is pursuant to written procedures adopted by the Employer, in which case, no person acting for the Employer 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 Employer with respect to the Plan.

(f) No individual designated as having power to act for the Employer 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.

(g) A person who has been designated by the Employer as having the power to act for the Employer with respect to the Plan may delegate any of his or her duties or powers to other employees of the Employer, to the Trustee with its consent, or to any other person or firm.

(h) The Administrator shall maintain adequate records of its actions and proceedings in administering this Plan and shall file all reports and take all other actions as it deems appropriate in order to comply with the Code.

(i) Where rights are reserved in this Plan to the Employer, such rights shall be exercised only by action of the CFO, except to the extent that one or more employees have been given the power to act for the Employer with respect to the Plan in accordance with this Article 11.

(j) 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 this 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 Employer or the Trustee), provided that the Administrator relied in good faith upon the action of such agent or the advice of such counsel. Each employee acting for the Employer with respect to the Plan shall be indemnified and held harmless by the Employer against liability or losses occurring by reason of any act or omission with respect to the Plan, except with regard to any fraudulent or criminally prosecutable act committed by the employee in connection with such act or omission.

#### 11.2 FUNDING REQUIREMENTS.

All assets held in respect of the Plan, including all Plan Accounts and all Deferrals and earnings on Plan Accounts, shall be held in a Trust or in an alternative funding medium for the exclusive benefit of Participants and their Beneficiaries as required under Code § 457(g) in accordance with an instrument in writing satisfying the requirements of Code § 457(g).

#### 11.3 ACCOUNTS.

The Employer shall establish and maintain a Plan Account on behalf of each Participant, which shall consist of the Participant's Deferral Account, Rollover Account and any other functional subaccount which the Administrator elects to establish. The Plan Account (and separate functional subaccounts) 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 this Plan. Such Plan Account shall be valued at fair market value as of the last day of the Plan Year and such other dates as necessary for the proper administration of the Plan and each Participant shall receive a periodic written accounting of his or her Plan Account balance following such valuation. Each Participant's Plan Account shall be credited with the amount of any Deferrals and any Rollover Contributions and shall be further credited or debited, as applicable, with (i) any increase or decrease resulting from investments pursuant to Section 11.5, (ii) any expenses incurred by the Employer in maintaining and administering this Plan, which may be paid out of the Plan, and (iii) the amount of any distribution.

#### 11.4 EXPENSES.

Unless paid by the Employer, the Administrator may direct the Trustee to make disbursements from the Trust to pay administrative expenses, which shall mean: (i) 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, (ii) compensation of the Trustee and other fiduciaries of the Plan to the extent provided in the Plan and Trust Agreement, and (iii) 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 Employer to advance any or all such expenses and/or taxes on behalf of the Trust, subject to the Employer's right of reimbursement from the Trust. The Administrator may establish a separate account within the Plan to hold any revenue sharing or similar amounts received from service providers to the Plan which, at the sole discretion of the Administrator, may be used to pay any expenses of the administration and operation of the Plan in accordance with this Section 11.4, except to the extent directed otherwise by the Administrator.

#### 11.5 INVESTMENTS.

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 and/or a Beneficiary) 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 Participants' Plan Account in such investment media. Investment media established by the Administrator shall be governed by the following provisions:

(1) 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 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.

(2) 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).

(3) 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 11.5 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.

(4) 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.

(b) In lieu of allowing a Participant to direct the investment of his or her Plan Account among the investment media established by the Administrator in accordance with Section 11.5(a), the Administrator, in its discretion, may allow the Participant to elect to establish a self-directed brokerage account for the Participant, in which case, his or her Plan Account will be invested in the securities selected by the Participant. The self-directed brokerage account shall be governed by the following provisions:

(1) Self-directed brokerage account investments shall be limited to securities listed on a recognized exchange or "over-the-counter," mutual fund shares, corporate and governmental obligations, money market securities, or savings investment media. Self-directed brokerage account investments shall not be permitted in any other investments including, but not limited to, collectibles.

(2) The Administrator or Trustee shall have the authority to refuse any self-directed brokerage account investment directed by the Participant or his or her investment manager if that investment would be administratively burdensome, or if for any reason the Administrator or Trustee believes such investment would or might constitute a non-exempted prohibited transaction under Code § 4975.

(3) The self-directed brokerage account shall be credited or charged with any increase or decrease resulting from the investment of the self-directed brokerage account. The self-directed brokerage account shall be charged with all fees, commissions, and expenses directly attributable to the investment activities of the self-directed brokerage account (including the fees of any investment manager retained to manage the self-directed brokerage account).

(4) The Participant may retain an investment manager to direct the acquisition or disposition of all or any part of the investments, provided that such investment manager is registered as an investment adviser under the Investment Advisers Act of 1940.

(5) The Administrator shall establish such rules or procedures as it deems appropriate with respect to directions from the Participant or his or her investment manager for the investment and/or reinvestment of the self-directed brokerage account. Any investment direction which, in the judgment of the Administrator, is incomplete, unclear, or not in accordance with the procedures applicable to the self-directed brokerage account will be ineffective and may be treated as if no such investment direction had been given. If such investment direction is disregarded, the Administrator shall so inform the Participant (or his or her investment manager) within a reasonable period of time after the instruction is disregarded.

(c) The Administrator, at any time and in its sole discretion, may suspend or terminate the operation of this Section 11.5 in its entirety or with respect to a portion of the Trust.

(d) It is intended that all Participants be required to direct the investment of their Plan Account to the extent set forth in this Section 11.5. 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 11.5, or to the extent that the operation of this Section 11.5 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.

(e) 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 11.5. In addition, such persons or entities shall have no responsibility to determine the appropriateness of any individual Participant's investment direction.

#### **11.6 ERRONEOUS ALLOCATIONS.**

No Participant shall be entitled to any allocations to his Plan Account or earnings thereon in excess of those permitted under any provisions of the Plan or the 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.

#### **11.7 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 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 12 CLAIMS PROCEDURE**

### **12.1 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.

### **12.2 NOTICE OF DENIAL.**

If a claim for benefits under this Plan is denied, either in whole or in part, the Administrator shall advise the claimant in writing of the amount of his 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 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.
- (d) 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.

### **12.3 RIGHT TO RECONSIDERATION.**

Within sixty (60) days of receipt of the information described in Section 12.2 above, the claimant shall, if he or she desires further review, file a written request for reconsideration with the Administrator.

#### 12.4 REVIEW OF DOCUMENTS.

So long as the claimant's request for review is pending (including the sixty (60) day period described in Section 12.3 above), the claimant or his 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.

#### 12.5 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 request for reconsideration; provided, however, that if the Administrator, in its discretion, feels that a hearing with the claimant or his representative present is necessary or desirable, this period shall be extended an additional sixty (60) days.

#### 12.6 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 13 AMENDMENT OR TERMINATION OF PLAN**

#### 13.1 AMENDMENT OF PLAN.

The District, acting by and through its Chief Financial Officer, 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 this Plan except that no amendment shall increase the duties or liabilities of the Trustee without its consent. Amendments shall be made in writing and signed by the Chief Financial Officer acting on behalf of the District.

#### 13.2 TERMINATION.

Although the District has established this Plan with the intention and expectation to maintain the Plan indefinitely, the District may terminate or discontinue the Plan in whole or in part at any time without any liability for such termination or discontinuance. Upon Plan termination, all Deferrals shall cease. The Administrator, in its sole discretion, shall retain all Deferrals and Plan Account balances until distribution of benefits commences under Article 5 in the form determined under Article 6 or shall distribute all Deferrals and Plan Account balances to Participants and Beneficiaries at such times and in such manner as it deems appropriate and in accordance with Treas. Reg. § 1.457-10(a).

**ARTICLE 14**  
**ADOPTION OF PLAN BY**  
**DISTRICT OF COLUMBIA COURTS AND INDEPENDENT AGENCIES**

**14.1    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.

**14.2    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.

**14.3    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.

**14.4    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.

**14.5    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.

**14.6    ADMINISTRATION.**

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

**14.7    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.

14.8 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 15**  
**MISCELLANEOUS**

15.1 NO RIGHT TO EMPLOYMENT.

Participation in this Plan shall not give any person the right to be retained in the employ of the Employer, or any right or interest in this Plan other than as herein provided.

15.2 EXPENSE OF ADMINISTRATION.

It is the intent of this Plan that in the event one or more outside Administrators are selected to administer this Plan the Employer shall not incur any expenses in the operation and administration of this Plan other than the internal costs associated with making deferrals and paying compensation deferred as provided in this Plan.

15.3 PLURALS AND GENDER.

Where appearing in the Plan, the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural, and vice versa, unless the context clearly indicates a different meaning.

15.4 HEADINGS.

The headings and sub-headings in this instrument are inserted for convenience of reference only and are not to be considered in construing the provisions hereof.

15.5 REFERENCES TO GOVERNMENTAL REGULATIONS.

References in this Plan to regulations issued by the Internal Revenue Service, the Department of the Treasury, or other governmental agencies shall include all regulations, rulings, procedures, releases and other position statements issued by any such agency.

15.6 GOVERNING LAW.

This Plan shall be construed, administered and governed in all respects under and by the laws of the District of Columbia.

15.7 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 this Plan.

#### 15.8 SEVERABILITY.

In case any provision of this Plan shall be held illegal or void, such illegality or invalidity shall not affect the remaining provisions of this 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.

#### 15.9 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 Administrator shall delay payment for the time provided by the applicable state unclaimed property law for the District and upon the expiration of that time shall pay over any amount as directed by such law.

#### 15.10 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.

#### 15.11 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 Code § 414(p). Notwithstanding anything contained herein to the contrary, to the full extent permitted under Code § 414(p), 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 in a lump sum 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 Plan Account.

#### 15.12 NO DIVERSION OF FUNDS.

It is the intention of the Employer 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 this Plan.

15.13 LIABILITY LIMITED.

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

15.14 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.

15.15 BENEFITS LIMITED TO FUND.

The benefits of this Plan shall be only as can be provided by the assets of the Fund, and no liability for the payment of benefits under the Plan shall be imposed upon the Employer.

15.16 COOPERATION OF PARTIES.

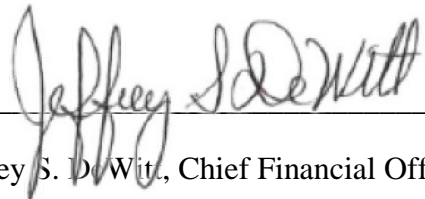
All parties to this Plan and any party claiming any interest hereunder agree to perform any and all acts and execute any and all documents and papers which are necessary or desirable for carrying out this Plan or any of its provisions.

15.17 REPRESENTATIONS.

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

IN WITNESS WHEREOF, the District of Columbia has caused these presents to be executed by its Chief Financial Officer on this 9th day of March, 2021.

**DISTRICT OF COLUMBIA**

By:  \_\_\_\_\_  
Jeffrey S. DeWitt, Chief Financial Officer

Appendix A to the  
District of Columbia Deferred Compensation Plan  
List of Participating Bodies  
As of January 1, 2020

**Participating Bodies**

The District of Columbia Housing Authority

The District of Columbia Water and Sewer Authority

See footnote (1) below for  
description of specific terms  
of participation.

The District of Columbia Courts

(1) The District of Columbia Water and Sewer Authority is a Participating Body only with respect to otherwise Eligible Employees of the District of Columbia Water and Sewer Authority who are covered under the U.S. Government's Civil Service Retirement System with respect to their employment with the District of Columbia Water and Sewer Authority.