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THE CITY OF ROCHESTER HILLS, MICHIGAN

**457(b) Retirement Plan
DEFERRED COMPENSATION PLAN**

**RESTATED:
September 25, 2023**

**City of Rochester Hills 457(b) Retirement Plan
DEFERRED COMPENSATION PLAN
for
GOVERNMENTAL ENTITIES**

Restatement Effective: September 25, 2023

The Plan document has been restated to include provisions required by the Secure Act 1.0 and 2.0 and other miscellaneous administrative and clarifying changes. The Plan document was previously revised to reflect (1) the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), (2) the Job Creation and Worker Assistance Act ("JCWAA"), (3) final IRS interpretative guidance under EGTRRA and JCWAA regarding this type of plan, (4) the Pension Protection Act of 2006 ("PPA"), (5) the Worker, Retiree, and Employer Recovery Act of 2008 ("WRERA"), (6) the Heroes Earnings and Assistance Relief Tax Act of 2008 ("HEART Act"), and (7) final Treasury Regulations under Code section 415 issued on April 5, 2007. This Plan document is also intended as good faith compliance with the requirements of Internal Revenue Code ("Code") Section 402A as modified by Section 2111 of the Small Business Jobs and Credit Act of 2010 ("SBJCA") with respect to Roth 457(b) Deferrals and with the requirements of Code Section 402A(c)(4) as added by Section 2112 of the SBJCA with respect to In-plan Roth Conversions. Future guidance may affect the provision and/or operation of this type of plan. Accordingly, such guidance, if and when issued, may necessitate an update or further revision to this plan document in order to ensure compliance with the Code and applicable Treasury Regulations.

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DEFERRED COMPENSATION PLAN

PREAMBLE

Pursuant to the laws of the state of Michigan, and in accordance with the requirements of its organizational authority, the Employer hereby adopts and establishes this Deferred Compensation Plan document effective as of the date provided in Article XIV hereof.

The primary purpose of this Plan is to provide a program of deferred compensation in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended, for the exclusive benefit of Participants and their Beneficiaries as defined herein.

This Plan is intended to qualify as an eligible deferred compensation plan within the meaning of Code section 457(b) and a governmental plan within the meaning of Code section 414(d).

ARTICLE 1
DEFINITIONS

Whenever the following terms are used in this instrument, except where the context clearly indicates otherwise, such terms shall have the meaning as hereinafter set forth in the Sections of this Article 1:

- 1.1 "Account" means the individual bookkeeping account maintained hereunder to record the interest of a Participant in the Plan. The balance of such Account shall represent a Participant's Total Deferred Compensation under the Plan. A Participant's Account shall be divided into individual sub-accounts (the "Sub-Accounts") reflecting the portion of the Participant's Account that is deemed allocated to an Investment Fund maintained hereunder and the earnings and losses attributable thereto.
- 1.2 "Automatic Distribution Date" means:
- (1) For those who turn 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949): The Required Beginning Date is April 1 of the calendar year following the later of:
 - (i) the year the employee attains age 70^{1/2}, or
 - (ii) the year the employee retires.
 - (2) For those who turn 70½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949): The Required Beginning Date is April 1 of the calendar year following the later of:
 - (i) the year the employee attains age 72, or
 - (ii) the year the employee retires.
 - (3) For Participants who turn (or would have turned) 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959): The Required Beginning Date is April 1 of the calendar year following the later of:
 - (i) the year the employee attains age 73, or
 - (ii) the year the employee retires.
- 1.3 "Beneficiary" means, subject to Section 12.2 of this Plan, the person or persons designated by the Participant to receive distributions hereunder in the event of the Participant's death prior to receiving distribution of his or her entire interest under the Plan. In the absence of a written designation of a Beneficiary, the Beneficiary shall be the surviving spouse of the Participant, and if there is no surviving spouse, then the

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Participant's estate. A Beneficiary shall have no rights hereunder during the Participant's lifetime except as otherwise provided by law.

- 1.4 "Catch-Up Dollar Limitation" means twice the Dollar Limitation.
- 1.5 "Code" means the Internal Revenue Code of 1986, as amended.
- 1.6 "Deferred Compensation" means the amount of Includible Compensation not yet earned that will be deferred by the mutual agreement of the Participant and the Employer.
- 1.7 "Dollar Limitation" means the applicable dollar amount within the meaning of Code sections 457(b)(2)(A) and 457(e)(15)(A), as adjusted for the cost-of-living in accordance with Code section 457(e)(15)(B).
- 1.8 "Eligible Section 457(b) Plan" means an eligible deferred compensation plan within the meaning of Code section 457(b), other than this Plan.
- 1.9 "Employee" means any individual common-law employee or independent contractor who receives any type of compensation from the Employer for services rendered to the Employer.
- 1.10 "Employer" means the employer which has executed this Plan document for the purpose of adopting and establishing this Plan. The Employer is a political subdivision agency or instrumentality of the state in which it is organized, within the meaning of Code section 414(d).
- 1.11 "Enrollment Agreement" means the written agreement (in the form promulgated by the Plan Administrator from time to time) in which the Employee elects to participate in the Plan, and approved by the Plan Administrator on behalf of the Employer.
- 1.12 "Funding Agent" means any person or entity, including without limitation a mutual fund investment company, insurance company, bank or trust company, that offers an Investment Fund through a Funding Arrangement under the Plan.
- 1.13 "Funding Arrangement" means any trust agreement, custodial account agreement or annuity contract entered into by the Employer or its designee pursuant to which Investment Funds are offered under the Plan.
- 1.14 "Includible Compensation" means the amount of a Participant's compensation as defined in Code section 415(c)(3) and Treasury Regulations thereunder. The amount of Includible Compensation is determined without regard to any community property laws.
- 1.15 "Investment Fund" means any separate investment option or vehicle offered under the Plan through a Funding Arrangement, in which all or a portion of the Plan's assets may be

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separately invested and to which all or a portion of a Participant's Account may be deemed allocated solely for the purpose of measuring the earnings, gains losses and expenses accrued or incurred by such Account.

- 1.16 "Normal Retirement Age" means age 70-1/2 or, if earlier, any age designated by a Participant in a written instrument delivered to the Plan Administrator, provided that such age begins no earlier than the earlier of age 65 or the age at which such Participant has the right to retire under the Employer's basic defined benefit pension plan covering the Participant (or the Employer's money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in the Employer's basic defined benefit pension plan) without the Employer's consent and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan and is not later than age 70-1/2.
- 1.17 "Participant" means any Employee who is eligible to participate in this Plan, who has elected to participate in the Plan by executing an Enrollment Agreement pursuant to the requirements of Section 2.2 of the Plan, and for whom an Account is maintained under the Plan.
- 1.18 "Plan" means this Deferred Compensation Plan, including any amendments hereto.
- 1.19 "Plan Year" means the calendar year.
- 1.20 "Plan Administrator" means the Employer or the person(s) or entity appointed by the Employer to administer the Plan in accordance with Article X.
- 1.21 "Severance Event" means a severance of the Participant's employment with the Employer within the meaning of Code section 457(d)(1)(A)(ii) and the applicable Treasury Regulations.

In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

- 1.22 "Total Deferred Compensation" means, with respect to each Participant, the sum of all Deferred Compensation of such Participant, plus income or less loss thereon, including gains from the sale or other disposition of property, less (a) the amount of any

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distributions to the Participant or a Beneficiary of the Participant and (b) any fees or expenses charged against such Participant's Total Deferred Compensation.

- 1.23 "Treasury Regulations" means proposed, final, or temporary Treasury Regulations issued by the Secretary of the Treasury or his or her delegate interpreting provisions of the Code that apply to the Plan.
- 1.24 "Trust Fund" means the aggregate of Plan assets, together with all earnings, income and increments thereon, that are allocated by the Plan Administrator to a separate investment Fund under a Funding Arrangement.
- 1.25 "Unforeseeable Emergency" means a severe financial hardship to the Participant or a Beneficiary resulting from a sudden unexpected illness, accident, or disability of the Participant or Beneficiary, his or her spouse, or a dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) of the Participant or Beneficiary, loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster), or other similar and extraordinary unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. Imminent foreclosure of or eviction from the participant's or beneficiary's primary residence, the need to pay for medical expenses (including non-refundable deductibles and the cost of prescription drug medication), and the need to pay for the funeral expenses of a spouse or a dependent (as defined in Code section 152, without regard to Code section 152(b)(1), (b)(2), and (d)(1)(B)) may each constitute an Unforeseeable Emergency. However, the need to send a Participant's child to college or to purchase a new home shall not, in and of itself, be considered Unforeseeable Emergencies. The Plan Administrator shall determine in its sole discretion whether a hardship to a Participant constitutes an Unforeseeable Emergency.
- 1.26 "Roth 457(b) Deferrals" means, effective for the Plan Year beginning no earlier than January 1, 2011, elective deferrals of compensation under the Plan that (1) are designated irrevocably by the Participant as designated Roth contributions in lieu of all or a portion of pre-tax elective deferrals the Participant is otherwise eligible to make under the Plan, and (2) are treated by the Employer as includible in the Participant's income at the time the Participant would have received the amount in cash had the Participant not made the election to defer compensation under the Plan, and (3) are accounted for separately under the Plan. Except as set forth in this Section 1.26, Roth 457(b) Deferrals shall be treated in the same manner as a pre-tax elective deferral under the terms of the Plan. Participants shall have the effective opportunity to make (or change) an election to make Roth 457(b) Deferrals in the same manner as pre-tax elective deferrals. For purposes of

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interpreting the Plan, as amended, the term “deferral” or “elective deferral” shall mean both pre-tax elective deferrals and Roth 457(b) Deferrals except in cases where the context is clearly in violation of the requirements of this paragraph.

- 1.27 “In-plan Roth Conversion Contributions” means, effective for the Plan Year beginning no earlier than January 1, 2011, all or any portion of an eligible rollover distribution to a Participant from this Plan (other than from such Participant’s Roth 457(b) Deferrals account or other designated Roth account under the Plan) that (1) pursuant to a written election by such Participant, is contributed in a qualified rollover contribution (within the meaning of section 408A(e) of the Code) to a designated Roth account maintained under the Plan for the benefit of such Participant, (2) is permitted to be distributed under the Code at the time of such contribution even if the amount of the contribution is not otherwise distributable under the terms of the Plan, and (3) is treated by the Employer as includible in the Participant’s income at the time the Participant would have received the amount in cash had the Participant not made the Roth conversion election.

Notwithstanding any otherwise conflicting provision herein, a Participant’s In-plan Roth Conversion Contributions shall be accounted for separately under the Plan. For purposes of this paragraph, the term “Participant” shall also include, if applicable, a Participant’s Surviving Spouse. This paragraph shall not become operative unless the Plan has a qualified Roth contribution program (within the meaning of section 402A(b) of the Code). Except as set forth in this paragraph and the Plan, as amended, any separate account established or maintained under the Plan to hold a Participant’s In-plan Roth Conversion Contributions shall be treated in the same manner as Roth incoming rollover account under the terms of the Plan unless the context clearly provides otherwise or such treatment is contrary to the Code and any guidance thereunder or unless otherwise provided by the Code and any regulatory pronouncement or guidance thereunder.

ARTICLE 2
ENROLLMENT AND PARTICIPATION

2.1 ELIGIBILITY

Any Employee whom the Employer declares eligible to participate in this Plan shall be a Participant in this Plan provided such Employee complies with the provisions of Section 2.2 hereof.

2.2 ENROLLMENT AGREEMENT

- a) An eligible Employee may become a Participant by executing an Enrollment Agreement subject to the approval of the Plan Administrator. Compensation will be deferred for any calendar month only if an Enrollment Agreement providing for such deferral is executed by the Participant and approved by the Plan Administrator before the beginning of such month, or such other date as may be permitted under the Code.
- b) By signing an Enrollment Agreement, the Participant elects to participate in this Plan and consents to the deferral by the Employer of the amount specified in an Enrollment Agreement from the Participant's Includible Compensation for each pay period.
- c) Notwithstanding the foregoing, the Plan Administrator may establish, in its sole discretion, a minimum deferral amount uniformly applicable to all Participants.
- d) A Participant's deferral shall continue in effect until modified, disallowed or revoked in accordance with the terms of this Plan (and any procedures established by the Plan Administrator hereunder), or until the Participant's Severance Event.

2.3 QUALIFIED ROTH CONTRIBUTION PROGRAM

So long as uniformly applicable to all Participants, the Plan Administrator may establish, in its sole discretion, a policy permitting a Participant to irrevocably designate all or any portion of his or her elective deferrals hereunder as Roth 457(b) Deferrals. If permitted by the Plan Administrator under a policy uniformly applicable to all Participants, the Plan will, as soon as administratively possible following a Participant's Roth conversion election, accept an In-plan Roth Conversion Contribution (as defined herein) for deposit into a designated Roth account under the Plan maintained on behalf of such Participant. Nothing herein shall be construed as requiring the Plan Administrator to permit In-plan Roth Conversion Contributions under the Plan, even if the Plan Administrator has a policy allowing Roth 457(b) Deferrals under the Plan.

2.4 AUTOMATIC ENROLLMENT ARRANGEMENT

- a) Notwithstanding Section 2.2, above, and subject to the prior consent of the Employer, the Plan Administrator may establish, in its sole discretion, an automatic enrollment arrangement under the Plan as further provided in this Section 2.4. If the Plan Administrator establishes an automatic enrollment arrangement, each Employee eligible

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under the Plan shall automatically become a Participant in the Plan as of the first calendar month after satisfying the Plan's eligibility requirements under Section 2.1. The default deferral contributions are to be treated as pre-tax elective deferrals. The Plan Administrator may, in its sole discretion, elect to apply the automatic enrollment provisions to current Employees and Participants or only to Employees hired on or after the effective date of the adoption of the automatic enrollment arrangement under the Plan. If the Plan Administrator elects the provision to apply to current Employees, the Plan Administrator will apply the automatic enrollment provision to Employees who have not executed an Enrollment Agreement as provided in Section 2.2 as well as those who have executed an Enrollment Agreement but have made an affirmative election to defer an amount equal to zero (0).

- b) After satisfying the Plan's eligibility requirements, each Employee will have his or her Includible Compensation automatically reduced by the percentage elected by the Plan Administrator under the Plan's automatic enrollment arrangement. These amounts will be contributed to the Plan. An election by the Employee not to defer compensation or to contribute a different percentage may be made at any time. Such election, if any, shall be effective for pay periods in the first calendar month following such election and subsequent pay periods (until superseded by a subsequent election). In the event an Employee has elective deferrals withheld pursuant to this provision and no investment directive has been received, any cash received shall be invested in a default investment fund selected by the Employer for purposes of the automatic enrollment arrangement under the Plan. If an Employee elects to receive cash in lieu of deferring his or her Includible Compensation and the election is made when the Employee is hired or within a reasonable period thereafter ending before the Includible Compensation is currently available, then no Includible Compensation for the first pay period or subsequent pay periods shall be deferred on the Employee's behalf to the Plan until the Employee makes a subsequent affirmative election to reduce his or her Includible Compensation deferred under the Plan. Elections filed at a later date are effective in the first calendar month following such election.
- c) For those current Participants who are deferring their Includible Compensation at a percentage or dollar amount that is less than the amount elected by the Plan Administrator to be deferred under the automatic enrollment arrangement, the Plan Administrator may, in its sole discretion and solely for pay periods beginning in the first calendar month following the effective date of the adoption of the automatic enrollment arrangement, increase such Participants' deferral rates or amounts to the percentage or dollar amount elected by the Plan Administrator under the automatic enrollment arrangement.
- d) At the time an Employee is hired, the Plan Administrator shall provide the Employee a notice that explains the automatic enrollment arrangement if such arrangement has been

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adopted under the Plan as provided in this Section 2.4. This notice will also explain the Employee's right to elect to have no such elective deferrals made to the Plan or to alter the amount of those contributions. This notice will include the procedure for exercising the right and the timing for implementation of any such election. The Plan Administrator shall provide each Participant in the Plan with an annual notice of his or her elective deferral percentage and each Participant's right to change the percentage, including the procedure for exercising that right and the timing for implementation of any such election. Prior to an Employee's automatic enrollment becoming effective, the Plan Administrator will provide such Employee with appropriate guidance as to the procedures then in effect, for the Employee to make alternative elections referenced above. Each Employee deferring Includible Compensation pursuant to this Section 2.4 shall be deemed to have consented to an elective deferral contribution in the amount specified by the Plan Administrator under the automatic enrollment arrangement unless he/she has filed an election to the contrary with the Plan Administrator pursuant to the Plan's administrative procedures.

- e) Subject to the prior consent of the Employer, a Plan Administrator who has adopted an automatic enrollment arrangement under the Plan may adopt an administrative policy that increases the automatic deferral default amount each year in which the automatic enrollment arrangement is in effect. Unless the Plan Administrator specifies a different incremental amount under the Plan's automatic deferral arrangement, the automatic deferral default amount shall be no less than 3% in the first full year of a Participant's participation in the Plan, increasing to no less than 4% in the next following Plan Year, no less than 5% in the second following Plan Year, and no less than 6% in all subsequent years.

2.5 ELIGIBLE AUTOMATIC CONTRIBUTION ARRANGEMENT (EACA)

If the Plan contains an automatic contribution arrangement pursuant to section 2.4 of this Article, the Plan Administrator may, in its sole discretion, establish and maintain such arrangement as an eligible automatic contribution arrangement ("EACA") within the meaning of Section 414(w) of the Code so long as such EACA meets the requirements set forth below. Effective beginning with the Plan Year following the adoption of the EACA, Participants may be automatically enrolled in the EACA. Participants who are automatically enrolled in the EACA may elect to withdraw their automatic contributions within ninety (90) days after the date his/her first default elective deferrals are first deducted from his/her paycheck under the EACA. The automatic contribution arrangement under the Plan must meet the following requirements in order to be deemed an EACA:

- (1) A uniform contribution rate must apply to the automatic contributions for all Employees.
- (2) The Employer must provide Employees with a notice (as explained in paragraph 2.6) below) describing the EACA provisions and the ability to opt out of the Plan or to modify the automatic contribution amount.

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- (3) If an arrangement which qualifies as an Eligible Automatic Contribution Arrangement allows an Employee to elect to make “permissible withdrawals” of certain default elective deferrals, the amount withdrawn is included in the Employee’s gross income in the year of -the distribution. The arrangement is not treated as violating any restriction on distributions by allowing the withdrawal. A “permissible withdrawal” is defined as any withdrawal from an EACA that is made pursuant to an Employee election and consists of elective deferrals and earnings or losses attributable to those contributions. The election must be made within ninety (90) days of the date elective deferrals are first deducted from Employee’s paychecks with respect to the Employee under the arrangement. The amount of any distributions under this election must be equal to the amount of elective deferrals made with respect to the first payroll period to which the EACA applied to the Employee and any succeeding payroll period beginning before the effective date of the election (adjusted for earnings or losses attributable to those contributions). The effective date cannot be later than the earlier of (i) the pay date for the second payroll period beginning after the election is made, or (ii) the first pay date that occurs at least thirty (30) days after the election is made. A permissible withdrawal under this paragraph shall not be treated as an Eligible Rollover Distribution.
- (4) An Eligible Automatic Contribution Arrangement for purposes of the special rules for withdrawals is defined as an arrangement under which a Participant may elect to have the Employer make payments as contributions under the Plan or to the Participant directly in cash, under which the Participant is treated as having elected to have the Employer make such contributions in an amount equal to a uniform percentage of Includible Compensation provided under the Plan until the Participant specifically elects not to have such contributions made (or specifically elects to have such contributions made at a different percentage), under which in the absence of an investment election by the Participant, default elective deferrals under the EACA are invested in an investment option designated by the Employer and which meets the notice requirements of Code Section 414(w)(4).

EACA Notice Requirements - Within a reasonable period before the beginning of each Plan Year (or in the case of an Employee who does not receive this notice because he/she is not an eligible Employee because of becoming eligible after such time, within a reasonable period before the Employee becomes an eligible Employee), each Employee covered by an EACA must receive a notice explaining the Employee's rights and obligations under the arrangement. The notice must be sufficiently accurate and comprehensive to inform the Employee of such rights and obligations by being written in a manner that is understandable by the average Employee to whom the arrangement applies. The reasonable time requirement is satisfied if the Employer provides such notice at least thirty (30) days and no more than ninety (90) days before the beginning of the Plan Year. In the case of an Employee who does not receive this notice because of becoming eligible after such time, the reasonable time requirement is satisfied if the Employer provides such notice no later than the date the Employee becomes an eligible Employee. However, for any Employee who is eligible immediately, the reasonable timing requirement is satisfied if the notice

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is provided as soon as practicable after the date the Employee becomes eligible and the Employee is permitted to elect to defer from all types of Compensation that may be deferred under the Plan earned beginning on that date. The notice must explain the Employee's right under the arrangement to elect not to have elective deferrals made on the Employee's behalf or to elect to have contributions made in a different amount, and how contributions made under the arrangement will be invested in the absence of any affirmative investment election by the Employee. The Employee must be given a reasonable period of time after receipt of such notice and before the first elective deferral is made to make the election with respect to contributions and investments.

ARTICLE 3
PARTICIPANT DEFERRALS

3.1 MAXIMUM DEFERRAL

- a) Except as otherwise provided in Section 3.2 hereof, the maximum amount (the "Maximum Deferral") that a Participant may defer during any taxable year under this Plan shall not exceed the lesser of:
- (1) the Dollar Limitation reduced by any applicable amount specified in Section 3.1(b) hereof; or
 - (2) the Participant's Includible Compensation for the calendar year reduced by the amount specified in Section 3.1(b) hereof.
- b) The amounts specified in this Section 3.1(b) of the Plan shall be equal to any amount excluded from the Participant's gross income under Code section 457(a) for the taxable year other than any such amount attributable to elective deferrals made under this Plan.

3.2 LIMITED CATCH-UP DEFERRALS

- a) A Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the limitation of Section 3.1, may enter into an Enrollment Agreement to make elective deferrals in addition to those permitted by Section 3.1 in an amount not to exceed the lesser of (1) the applicable dollar amount as defined in Code section 414(v)(2)(B), as adjusted for the cost-of-living in accordance with Code section 414(v)(2)(C), or (2) the excess (if any) of (i) the Participant's Includible Compensation for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 3.2(a). An additional contribution made pursuant to this Section 3.2(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Code section 402(g), or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. This Section 3.2(a) shall not apply in any year to which Section 3.2(b) applies if the Maximum Deferral limit under Section 3.2(b) is higher.
- b) If the applicable year is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount under this Section 3.2(b) exceeds the amount computed under Sections 3.1 and 3.2(a), the Maximum Deferral limit shall be the lesser of:
- (1) the Catch-Up Dollar Limitation; or
 - (2) the underutilized limitation. The underutilized limitation determined under this Section 3.2(b)(2) is equal to the sum of:

ARTICLE 3
PARTICIPANT DEFERRALS

- (A) An amount equal to (i) the Maximum Deferral determined under Section 3.1 for the current taxable year, determined without regard to this Section 3.2 of the Plan, and for each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (ii) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

- (B) An amount equal to (i) the aggregate limit referred to in Code section 457(b)(2) for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee (determined without regard to Sections 3.2(a) and 3.2(b)), minus (ii) the aggregate contributions to Pre-2002 Coordination Plans for such years.

Notwithstanding the above, in no event can the deferred amount be more than the Participant's Includible Compensation for the calendar year.

3.3 SPECIAL RULES

For purposes of this Article III, the following rules shall apply:

- a) **Participant Covered by More Than One Eligible Plan.** If the Participant is or has been a participant in one or more other Eligible Section 457(b) Plans, then this Plan and all such other plans shall be considered as one plan for purposes of applying the limitations under Article 111. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Plan Administrator receives from the Employer sufficient information concerning the Participant's participation in such other plan.

- b) **Pre-Participation Years.** In applying Section 3.3, a year shall be taken into account only if (1) the Participant was eligible to participate in the Plan during all or a portion of the year and (2) Includible Compensation deferred, if any, under the Plan during the year was subject to the limitation described in Section 3.1 or any other plan ceiling required by Code section 457(b).

- c) **Pre-2002 Coordination Years.** For purposes of Section 3.2(b)(2)(B) "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other Eligible Section 457(b) Plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code section 501(c)(18), including plans, arrangements or accounts maintained by the

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PARTICIPANT DEFERRALS

Employer or an employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.2(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code section 457(b)(2) for that year.

3.4 DEFERRALS AFTER SEVERANCE FROM EMPLOYMENT, INCLUDING SICK, VACATION, AND BACK PAY

A Participant who has not had a severance from employment may elect to defer accumulated sick pay, accumulated vacation pay, and back pay under this Plan if the requirements of section 457(b) are satisfied. These amounts may be deferred for any calendar month only if an agreement providing for the deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. Compensation that would otherwise be paid for a payroll period that begins before severance from employment is treated as an amount that would otherwise be paid or made available before an employee has a severance from employment. In addition, deferrals may be made for former employees with respect to compensation described in Treas. Reg. §1.415(c)-2(e)(3)(i) (relating to certain compensation paid by the later of 2 and 1/2 months after severance from employment or the end of the limitation year that includes the date of severance from employment). For this purpose, the calendar year is substituted for the limitation year. In addition, compensation described in Treas. Reg. §1.415(c)-2(e)(4), (g)(4), or (g)(7) (relating to compensation paid to participants who are permanently and totally disabled or compensation relating to qualified military service under section 414(u)), shall be treated as compensation described in Treas. Reg. §1.415(c)-2(e)(3)(i) to the extent permitted by Treasury Regulations.

3.5 USERRA

Notwithstanding any provision of this plan to the contrary, contributions and benefits under this Plan shall be in accordance with Code section 414(u), relating to veterans' reemployment rights under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA")

3.6 EMPLOYER PARTICIPATION

Notwithstanding any other provisions of this Plan, the Employer may add to the amounts payable to any Participant under the Plan additional Deferred Compensation (subject to such vesting provisions as may be imposed by the Employer in its sole discretion and communicated to the Plan Administrator in a writing filed with the records of the Plan) for services to be rendered by the Participant to the Employer during a calendar month, provided that such additional Deferred Compensation (including, if applicable, Employer matching contributions and other Employer non-elective contributions), when added to all other Includible Compensation deferred under

ARTICLE 3
PARTICIPANT DEFERRALS

the Plan, does not exceed the Maximum Deferral. If such additional Deferred Compensation is subject to a vesting schedule, such Deferred Compensation (and any earnings thereon) will be taken into account of purposes of determining the Maximum Deferral in the year in which it vests.

3.7 REMITTANCES

As soon as administratively possible, the Employer shall remit a Participant's Deferred Compensation for each payroll period to the Funding Agent designated to receive such Deferred Compensation.

3.8 EXCESS DEFERRALS

If elective deferrals on behalf of a Participant for any calendar year exceeds the Maximum Deferral amount described in Section 3.1(a), or elective deferrals on behalf of a Participant for any calendar year exceeds the limitations described in Section 3.1(a) when combined with other amounts deferred by the Participant under another Eligible Section 457(b) Plan, then the elective deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant no later than the first April 15 of the calendar year following the close of the calendar year of the excess deferral. Any excess deferral is included in the gross income of a Participant for the calendar year of the excess deferral.

ARTICLE 4
PARTICIPANTS' ACCOUNTS

4.1 PARTICIPANTS' ACCOUNTS

The Plan Administrator shall establish and maintain an Account in the name of each Participant to which such Participant's Deferred Compensation for each payroll period shall be credited as herein provided. Notwithstanding any otherwise conflicting provision in the Plan, a Participant's Roth 457(b) Deferrals and In-plan Roth Conversion Contributions shall each be accounted for separately under the Plan.

4.2 ACCOUNT STATEMENTS

Consistent with the requirements of any Funding Arrangement, and not less frequently than annually (as determined by the Plan Administrator), each Participant shall periodically receive a written Account statement showing the Account and Sub-Account balances, the amount of any contributions to or distributions from the Account since the date of the preceding Account statement, and the Investment Funds to which his or her Sub-Accounts are deemed allocated.

4.3 FINALITY OF DETERMINATIONS

The Plan Administrator shall have exclusive responsibility for determining the balance of each Account maintained hereunder. The Plan Administrator's determinations thereof shall be conclusive upon all interested parties.

4.4 PROCEDURES

The Plan Administrator shall establish such further accounting procedures for the purpose of making allocations, valuations and adjustments to Participants' Accounts provided in this Article IV as the Plan Administrator deems advisable.

ARTICLE 5
INVESTMENT OF PLAN ASSETS

5.1 INVESTMENT FUNDS

The Employer shall in its sole discretion determine and select the Funding Agent(s) and, subject to any applicable law, the number and type of Investment Funds to be offered under a Funding Arrangement. The Employer may, in its sole discretion, change the Plan's Investment Funds from time to time with respect to future periods. The Employer shall communicate the same and any changes therein in writing to the Plan Administrator. All assets of the Plan invested in an Investment Fund shall be held and administered as a separate Trust Fund. The interest of each Participant or Beneficiary under the Plan deemed invested in any Investment Fund shall be an undivided interest.

5.2 LOAN INVESTMENT FUND

If a loan from the Plan to a Participant is approved in accordance with the provisions of Article VII, the Plan Administrator shall direct the establishment and maintenance of a loan Investment Fund in the Participant's name. The assets of the loan Investment Fund shall be held as a separate Trust Fund. A Participant's loan Investment Fund shall be invested in the note reflecting the loan. Notwithstanding any other provision of the Plan to the contrary, income received with respect to a Participant's loan Investment Fund shall be allocated to the Participant's Account.

5.3 PARTICIPANT INVESTMENT CHOICE

In accordance with the procedures and requirements established by the Plan Administrator, each Participant shall designate one or more Investment Funds established pursuant to this Article for the deemed investment of his or her Account. The amounts credited to a Participant's Account for each payroll period shall be deemed allocated by the Plan Administrator among the Investment Funds in accordance with the election made by the Participant. Unless otherwise provided by the Plan Administrator, the percentage elected for investment in any one of the Investment Funds must be a multiple of one percent (1%). In accordance with the procedures and requirements established by the Plan Administrator, and subject to the terms and conditions of any affected Investment Fund, a Participant may elect to change his or her investment designation with respect to future contributions under the Plan or to elect to transfer investments from any Investment Fund to any other Investment Fund.

5.4 RULES AND REGULATIONS

The Plan Administrator may promulgate forms and any additional rules and regulations it deems necessary or appropriate to govern all aspects of this Article V.

5.5 DISCLAIMER

The Employer and the Plan Administrator make no endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary, or any other person with respect to (a) the financial soundness, investment performance, fitness, or suitability

ARTICLE 5
INVESTMENT OF PLAN ASSETS

of any investment option offered pursuant to this Plan or any investment vehicle in which amounts deferred under the Plan are actually invested, (b) the tax consequences of the Plan to any Participant, Beneficiary or any other person, (c) any losses incurred due to any delay in implementing a Participant's investment choice pursuant to Section 5.3.

**ARTICLE 6
DISTRIBUTIONS**

6.1 COMMENCEMENT DATE FOR DISTRIBUTIONS

- a) Subject to the provisions of this Article VI and Article VIII hereof, distribution of a Participant's Account to the Participant or his or her Beneficiary, if applicable, shall commence on the Participant's Automatic Distribution Date.
- b) Notwithstanding Section 6.1(a) of this Article VI, and subject to the provisions of Sections 6.3 and 6.4, a Participant may, on any date before or after his or her Severance Event, elect the distribution of his or her Account in one lump sum amount not later than sixty (60) days following such election provided, however, that
 - (1) the total amount payable to the Participant does not exceed \$5,000 (\$7,000 for distributions after 12/31/2023) (or, if different, the amount described in Code section 457(e)(9)(A)); and
 - (2) such amount may be distributed only if –
 - (A) no amount has been deferred under the Plan with respect to such Participant during the 2-year period ending on the date of the distribution, and
 - (B) there has been no prior distribution under the Plan to such Participant to which this Section 6.1(b) applied.
- c) If the preceding conditions in paragraphs (1) and (2) of this Section 6.1(b) are met, the Plan Administrator may exercise its discretion, on a uniform basis, to distribute such Account without the Participant's consent.
- d) In accordance with Code section 457(d)(1)(C), if the Plan Administrator exercises this discretion prior to the later of the participant's attainment of age 62 or Normal Retirement Age and the total amount payable to the Participant exceeds \$1,000 (but does not exceed \$5,000 (\$7,000 for distributions after 12/31/2023)), such amount will be automatically transferred to an IRA designated by the Plan Administrator, unless the Participant affirmatively elects to have the distribution transferred to a different IRA or a qualified plan, or to receive the distribution directly. Rollovers shall be disregarded in determining the value of the Participant's Account balance for purposes of this Section 6.1(d).
- e) Notwithstanding Section 6.1(a) of this Article VI, and subject to the provisions of Section 6.4, a Participant may elect to defer commencement of distributions until a fixed or determinable date subsequent to the commencement date specified in Section 6.1(a), but in no event later than the required beginning date as more particularly described in Section 6.2. A Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may elect to

**ARTICLE 6
DISTRIBUTIONS**

postpone the commencement date specified in the election, if any, made pursuant to this Section 6.1(e) to a later date that is permissible under this Section 6.1(e).

6.2 METHOD OF DISTRIBUTION

A Participant entitled to a distribution of benefits under Section 6.1 may elect to receive payment in any of the following forms of distribution:

- a) The normal method of distribution to a Participant (or, if applicable, his or her Beneficiary) under this Plan shall be one lump sum distribution.
- b) Notwithstanding Section 6.2(a), a Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may make an election, in a writing filed with the Plan Administrator, of one of the following alternate methods of distribution:
 - (1) One lump sum distribution;
 - (2) Annual or more frequent (as permitted by the Plan Administrator) installments made in substantially nonincreasing amounts over a period not to exceed the life expectancy of the Participant or the joint life expectancies of the Participant and Beneficiary; provided, however, that such installment method of distribution may (as permitted by the Plan Administrator) be revised or terminated and followed by a full distribution of the Account on a specified date that is permissible under the Code;
 - (3) An annuity, including an annuity with term certain or survivorship features, for the life or lives of the Participant and Beneficiary or a definite period not to exceed the life expectancy or joint life expectancies of the Participant and Beneficiary, or a combination thereof (as applicable); and
 - (4) A partial distribution in a designated amount (as permitted by the Plan Administrator) followed by a method of distribution described in paragraph (2) or (3) above commencing on a specified date that is permissible under the Code. Such election may be made or modified until the date 30 days prior to the time that payments are to commence.
- c) All distributions under this Article VI shall comply with Code sections 401(a)(9), including but not limited to the minimum incidental death benefit rule of Code section 401(a)(9)(G) and the temporary waiver rule of Code section 401(a)(9)(H), and 457(d), and the Treasury Regulations thereunder. A Participant's Account shall be distributed no later than the Participant's required beginning date, as set forth in section 6.7.
- d) If a Participant elects to receive installment payments, such Participant's Account shall

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DISTRIBUTIONS**

continue to participate in the investment performance of the Investment Funds in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the date such amounts are distributed. The amount of the installments shall be redetermined at least annually to reflect the changes in the value of a Participant's Account.

- e) A Participant (or his or her Beneficiary) may not elect an annuity or form of periodic installment distributions as the method of distribution under Section 6.2(b) hereof if his or her Account balance is not equal to or greater than any minimum account balance, or if his or her periodic payment under such method of distribution is not equal to or greater than any minimum periodic amount, established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund.
- f) Notwithstanding the foregoing provisions of Section 6.1, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan investment Fund in the event of a default of the Participant's loan.

6.3 DISTRIBUTIONS TO A BENEFICIARY

- a) If a Participant dies prior to the commencement of the distribution of his or her Account, such Participant's Account shall be distributed to his or her Beneficiary over a period not to exceed (1) five (5) years from the Participant's date of death in one lump-sum distribution, if the Beneficiary is the Participant's estate, (2) the Beneficiary's life or life expectancy, if the Beneficiary is the Participant's surviving spouse and if distribution commences on or before the date the deceased Participant would have attained age 70-1/2, (3) the life expectancy of the Beneficiary if the Beneficiary is not the Participant's surviving spouse and if distributions commence within one (1) year of the date of the Participant's death, or (4) the lesser of five (5) years from the date of the Participant's death, if subsections (1), (2), and (3) are inapplicable.
- b) If a Participant dies after the commencement of the distribution of his or her Account, any amount of such Participant's Account not distributed during his or her life shall be distributed to his or her Beneficiary at least as rapidly as distributed to the Participant on the date of his or her death.
- c) Notwithstanding any provision of the Plan to the contrary, payments to a Beneficiary shall be made in compliance with the requirements of Code sections 401(a)(9) and 457(d) and applicable Treasury Regulations.

6.4 GENERAL PROVISIONS

- a) If the Plan Administrator shall find that any person to whom any amount is payable under

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DISTRIBUTIONS**

the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due him or her or his or her estate (unless a prior claim therefore has been made by a duly appointed legal representative) may, if the Plan Administrator so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Plan Administrator to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan with respect to such payment.

- b) Notwithstanding Section 6.1(d) herein, a Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may not elect to defer the commencement date specified in Section 6.1(a) if his or her Account balance is not equal to or greater than any minimum account balance established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund.

6.5 UNFORESEEABLE EMERGENCY DISTRIBUTIONS

Notwithstanding any other provision herein, in the event of an Unforeseeable Emergency, a Participant may request that the Plan Administrator pay to him or her all or a portion of his or her Account balance. Such a request shall in addition be treated as a request for a revocation of deferrals under the Enrollment Agreement. If the application for payment is approved by the Plan Administrator, payment will be made as soon as administratively possible following such approval. Payment shall be limited strictly to that amount reasonably necessary to meet the situation constituting the Unforeseeable Emergency (taking into account the amount of any income tax withholding or other income tax liability resulting from the distribution). Payments may not be made to the extent that an Unforeseeable Emergency is or may be relieved through (1) reimbursement or compensation by insurance or otherwise, (2) by liquidation of the Participant's assets (to the extent such liquidation does not itself cause severe financial hardship), or (3) by cessation of deferrals under the Plan. Any remaining amounts shall be paid in accordance with the distribution provisions of this Article VI of the Plan.

6.6 HEART ACT WITHDRAWALS

Effective for Plan Years beginning on or after January 1, 2009, notwithstanding any provision of this Plan, a Participant on leave to perform qualified military service described in Code section 414(u)(5) for a period of at least 30 days and receiving differential wage payments from the Employer shall be treated, for purposes of eligibility for distributions, as having incurred a Severance Event and may elect a withdrawal of his or her Account. In the event that a Participant receives a withdrawal pursuant to this Section 6.6, he or she shall be suspended from making elective deferrals under this Plan, and all other plans maintained by the Employer, for six (6) months after receipt of such withdrawal.

**ARTICLE 6
DISTRIBUTIONS**

6.7 IRC MINIMUM DISTRIBUTION REQUIREMENTS

Distributions from the Plan shall comply with the requirements of IRC § 401(a)(9) and the regulations thereunder. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date.

a) Required Beginning Date.

(1) For those who turn 70 ½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949): The Required Beginning Date is April 1 of the calendar year following the later of:

- (I) the year the employee attains age 70^{1/2}, or
- (II) the year the employee retires.

Provided, however, the Required Beginning Date of a Participant who is a five-percent owner is April 1 of the calendar year following the year the employee attains age 70½.

(2) For those who turn 70½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949): The Required Beginning Date is April 1 of the calendar year following the later of:

- (I) the year the employee attains age 72, or
- (II) the year the employee retires.

Provided, however, the Required Beginning Date of a Participant who is a five-percent owner is April 1 of the calendar year following the year the employee attains age 72.

(3) For Participants who turn (or would have turned) 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959): The Required Beginning Date is April 1 of the calendar year following the later of:

- (I) the year the employee attains age 73, or
- (II) the year the employee retires.

Provided, however, the Required Beginning Date of a Participant who is a five-percent owner is April of the calendar year following the year the employee attains age 73.

**ARTICLE 6
DISTRIBUTIONS**

- b) Effective Date. The provisions of this section will apply for purposes of determining required minimum distributions for calendar years beginning with the 2003 calendar year.
- c) Precedence. The requirements of this section will take Precedence over any inconsistent provisions of the Plan.
- d) Requirements of Treasury Regulations Incorporated. All distributions required under this Section shall be determined and made in accordance with the Treasury regulations under Section 401(a)(9) of the Internal Revenue Code.
- e) TERFA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Section, other than paragraph (c), distributions may be made under a designation made on or before January 1, 1984 in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TERFA) and the provisions of the Plan that relate to Section 242(b)(2) of TERFA.

TIME AND MANNER OF DISTRIBUTION

- f) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (i) If the Participant's surviving spouse is the Participant's sole designated beneficiary payments must commence:
 - (a) For participants who turn (or would have turned) 70½ on or before December 31, 2019 (i.e. whose birthdate is on or before June 30, 1949): before the date the Participant: would have reached 70 ½ and must be paid over the Surviving Spouse's life expectancy, or
 - (b) For participants who turn 70½ after December 31, 2019 (i.e. whose birthdate is on or after July 1, 1949): before the date the Participant: would have reached 72 and must be paid over the Surviving Spouse's life expectancy.
 - (c) For participants who turn (or would have turned) 72 after December 31, 2022, and 73 before January 1, 2033 (i.e. whose birthday is on or after January 1, 1951 and on or before December 31, 1959): before the date the Participant would have reached 73 and must be paid over the Surviving Spouse's life expectancy.
 - (ii) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then, except as provided in the Plan, distributions to the designated

**ARTICLE 6
DISTRIBUTIONS**

beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

- (iii) 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 will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (iv) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this paragraph (f) will apply, other than paragraph (f)(i), as if the surviving spouse were the Participant.
- (v) Effective for calendar years beginning after December 31, 2023, if the surviving spouse elects to be treated as the employee then the applicable distribution period for the Distribution Calendar Years after the Distribution Calendar Year including the employee's date of death is determined under the uniform lifetime table.

For purposes of paragraph (f) and paragraphs (k), (l) and (m), distributions are considered to begin on the Participant's required beginning date (or, if paragraph (f)(iv) applies, the date distributions are required to begin to the surviving spouse under paragraph (f)(i)). If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under paragraph (f)(i)), the date distributions are considered to begin is the date distributions actually commence.

- g) **Form of Distribution.** Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions will be made in accordance with paragraphs (h) through (m) of this section. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the IRC and the Treasury regulations. Any part of the Participant's interest which is in the form of an individual account described in Section 414(k) of the IRC will be distributed in a manner satisfying the requirements of Section 401(a)(9) of the IRC and the Treasury regulations that apply to individual accounts.

DETERMINATION OF AMOUNT TO BE DISTRIBUTED EACH YEAR

- h) **General Annuity Requirements.** If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

**ARTICLE 6
DISTRIBUTIONS**

- (i) The annuity distributions will be paid in periodic payments made at intervals not longer than one year;
 - (ii) The distribution period will be over a life (or lives) or over a period certain not longer than the period described in paragraphs (k) through (m);
 - (ii) Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted.
- i) Amount Required to be Distributed by Required Beginning Date. The amount that must be distributed on or before the Participant's required beginning date or, if the Participant dies before distributions begin, the date distributions are required to begin under paragraphs (f)(i) or (ii) is the payment that is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's required beginning date.
- j) Additional Accruals After First Distribution Calendar Year. Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

REQUIREMENTS FOR MINIMUM DISTRIBUTIONS WHERE PARTICIPANT DIES BEFORE DATE DISTRIBUTIONS BEGIN

- k) Participant Survived by Designated Beneficiary. If the Participant dies before the date distribution of his or her interest begins and there is a designated beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in paragraphs (f)(i) or (ii), over the life of the designated beneficiary or over a period certain not exceeding:
- (i) Unless the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or
 - (ii) If the annuity starting date is before the first distribution calendar year, the life expectancy of the designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

**ARTICLE 6
DISTRIBUTIONS**

- l) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

- m) Death of Surviving Spouse Before Distributions to Surviving Spouse Begin. If the Participant dies before the date distribution of his or her interest begins, and the Participant's surviving spouse is the Participant's sole designated beneficiary, and the surviving spouse dies before distributions to the surviving spouse begin, this section will apply as if the surviving spouse were the Participant, except that the time by which distributions must begin will be determined without regard to paragraph (f)(i).

DEFINITIONS

- n) Designated Beneficiary. The individual who is designated as the beneficiary under the Plan and is the designated beneficiary under Section 401(a)(9) of the Code and Section 1.401(a)(9)-4, of the Treasury Regulations.

- o) 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 pursuant to paragraph (f).

- p) Life Expectancy. Life expectancy as computed by use of the single life table in Section 1.401(a)(9)-9 of the Treasury Regulations.

- q) Required Beginning Date. The date specified in this Section.

- r) Notwithstanding the above, a participant or beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Section 401(a)(9)(H) of the Code ("2009 RMDs"), and who would have satisfied that requirement by receiving distributions that are (1) equal to 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 and the participant's beneficiary, or for a period of at least ten years, will receive those distributions for 2009 unless a participant or beneficiary chooses not to receive such distributions. Such distributions may be treated as an Eligible Rollover Distribution if it otherwise satisfies the requirement of Article VIII.

ARTICLE 7
LOANS

7.1 LOANS TO PARTICIPANTS

a) Subject to Code section 457(g) and the applicable Treasury Regulations thereunder, the Employer may, in its sole and absolute discretion, direct the Plan Administrator to make loans to Participants under the following circumstances:

- (1) Loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis.
- (2) Loans must be adequately secured and bear a reasonable interest rate.
- (3) No Participant loan shall exceed the present value of the Participant's accrued benefit under this Plan.
- (4) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan.
- (5) Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.
- (6) No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant under this Plan and under any other plan maintained by the Employer would exceed the lesser of:
 - (A) \$50,000 reduced by the excess (if any) of (1) the highest outstanding balance of loans from the Plan during the one (1) year period ending on the day before the loan is made, over (2) the outstanding balance of loans from the Plan on the date the loan is made, or
 - (B) The greater of (1) one-half of the Participant's vested Account balance under the Plan, or (2) \$10,000.

For the purpose of the above limitation, any loan from any other plan maintained by the Employer shall be treated as if it was a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan.

- (7) Any loan shall by its terms require that repayment (principal and interest) be amortized in level payment, not less frequently than quarterly, over a period not

ARTICLE 7
LOANS

extending beyond five years from the date of the loan unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under Section 7.1 of the Plan.

7.2 ADMINISTRATIVE RULES

The Plan Administrator shall prescribe such further rules, regulations and procedures consistent with the provisions of this Article VII concerning loans as the Plan Administrator deems advisable.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

8.1 TRANSFERS TO THE PLAN

Subject to the requirements of Code section 457(e)(10) and Treasury Regulations thereunder, and procedures established by the Plan Administrator, a transfer may be accepted from an Eligible Section 457(b) Plan that is a governmental plan as defined in section 1.457-2(f) of the Treasury Regulations if such transfer complies with the requirements set forth in subsections (a), (b) and (c), below

a) Plan-to-Plan Transfers of the Account of a Participant After a Severance Event

At the direction of the Employer, the Plan Administrator may permit a Participant or Beneficiary who is a participant under another governmental Eligible Section 457(b) Plan to transfer assets to the Plan if the following requirements are met:

- (1) The transferor plan is a governmental Eligible Section 457(b) Plan that provides for transfers;
- (2) The Participant or Beneficiary whose amounts deferred are being transferred must be entitled to deferred compensation immediately after the transfer at least equal to the amount deferred with respect to the Participant or Beneficiary immediately before the transfer; and
- (3) In the case of a transfer for a Participant, the Participant must have had a Severance Event with the transferring employer maintaining the governmental Eligible Section 457(b) Plan and must be performing services for the Employer.

b) Plan-to-Plan Transfers of All Plan Assets to Another Governmental Eligible Section 457(b) Plan within the Same State

At the direction of the Employer, the Plan Administrator may accept the transfer of an entire plan's assets (for all participants and beneficiaries under the plan) to the Plan provided the following requirements are met:

- (1) The transferor plan is a governmental Eligible Section 457(b) Plan within the same state that provides for transfers;
- (2) All assets of the transferor plan must be transferred;
- (3) The Participant or Beneficiary whose amounts deferred are being transferred must be entitled to deferred compensation immediately after the transfer at least equal to the amount deferred with respect to the Participant or Beneficiary immediately before the transfer;
- (4) The Participants and Beneficiaries whose deferred amounts are being transferred must not be eligible to make additional annual deferrals under the Plan unless they are performing services for the Employer.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

c) Plan-to-Plan Transfers of Plan Assets Among an Employer's Governmental Eligible Section 457(b) Plans

A transfer from another governmental Eligible Section 457(b) Plan maintained by the Employer to the Plan is permitted if the following requirements are met:

- (1) The transfer must be from another governmental Eligible Section 457(b) Plan maintained by the same employer (and, for this purpose, the Employer is not treated as the same employer if the Participant's compensation is paid by a different entity);
- (2) The transferor governmental Eligible Section 457(b) Plan must provide for transfers;
- (3) The recipient governmental Eligible Section 457(b) Plan must provide for the receipt of transfers;
- (4) The Participant or Beneficiary whose amounts deferred are being transferred must have deferred compensation immediately after the transfer at least equal to the amount deferred with respect to the Participant or Beneficiary immediately before the transfer; and
- (5) The Participant or Beneficiary whose deferred amounts are being transferred must not be eligible to make additional annual deferrals under the Plan unless he or she is performing services for the Employer.

d) The Plan Administrator may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Code section 457(e)(10), to confirm that such plan is an Eligible Section 457(b) Plan within the meaning of Code section 457(b), and to assure that transfers are provided for under such plan. The Plan Administrator may refuse to accept a transfer in the form of assets other than cash, unless the Employer and the Plan Administrator agree to hold such other assets under the Plan.

Such amount shall be held, accounted for, administered and otherwise treated in the same manner as Includible Compensation deferred by the Participant under Article III hereof except that such amount shall not be considered Includible compensation deferred under the Plan in the taxable year of such transfer in determining the Maximum Deferral under Sections 3.1 and 3.2 hereof. Except as otherwise specifically provided in this Plan, such transferred amounts shall be subject to all provisions of this Plan applicable to deferrals made hereunder.

8.2 TRANSFERS FROM THE PLAN

Subject to the requirements of Code section 457(e)(10) and Treasury Regulations thereunder, and procedures established by the Plan Administrator, an Account may be transferred to another governmental Eligible Section 457(b) Plan if such transfer complies with the requirements set forth in subsections (a), (b) and (c) below.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

a) Plan-to-Plan Transfers of the Account of a Participant After a Severance Event

At the direction of the Employer, the Plan Administrator may permit a Participant or Beneficiary to transfer assets to another governmental Eligible Section 457(b) Plan if the following requirements are met:

- (1) The transferee governmental Eligible Section 457(b) Plan must provide for the receipt of transfers;
- (2) The Participant or Beneficiary whose amounts deferred are being transferred must be entitled to deferred compensation immediately after the transfer at least equal to the amount deferred with respect to the Participant or Beneficiary immediately before the transfer; and
- (3) In the case of a transfer for a Participant, the Participant must have had a Severance Event with the Employer and must be performing services for the transferee employer maintaining the governmental Eligible Section 457(b) Plan.

b) Plan-to-Plan Transfers of All Plan Assets to Another Governmental Eligible Section 457(b) Plan Within the Same State

At the direction of the Employer, the Plan Administrator may transfer the Plan's entire assets (for all Participants and Beneficiaries under the Plan) to another governmental Eligible Section 457(b) Plan if the following requirements are met:

- (1) The transferee plan is a governmental Eligible Section 457(b) Plan within the same state as the Plan;
- (2) The transferee governmental Eligible Section 457(b) Plan must provide for transfers;
- (3) All assets of the Plan must be transferred;
- (4) The Participants and Beneficiaries whose amounts deferred are being transferred must have deferred compensation immediately after the transfer at least equal to the amount deferred with respect to each Participant or Beneficiary immediately before the transfer; and
- (5) The Participants and Beneficiaries whose deferred amounts are being transferred must not be eligible to make additional annual deferrals under the transferee governmental Eligible Section 457(b) Plan unless they are performing services for the transferee employer.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

c) Plan-to-Plan Transfers of Plan Assets Among an Employer's Code Section 457(b) Plans

A transfer from the Plan to another governmental Eligible Section 457(b) Plan maintained by the Employer is permitted if the following requirements are met:

- (1) The transfer must be to another governmental Eligible Section 457(b) Plan maintained by the Employer (and, for this purpose the Employer is not treated as the same employer if the Participant's compensation is paid by a different entity);
- (2) The transferee governmental Eligible Section 457(b) Plan must provide for transfers;
- (3) The Participant or Beneficiary whose amounts deferred are being transferred must have deferred compensation immediately after the transfer at least equal to the amount deferred with respect to the Participant or Beneficiary immediately before the transfer; and
- (4) The Participant or Beneficiary whose deferred amounts are being transferred must not be eligible to make additional annual deferrals under the transferee governmental Eligible Section 457(b) Plan unless he or she is performing services for the transferee employer.

d) No transfer shall occur unless the employers have signed such agreements as are necessary to assure that the Employer's liability to pay benefits to the Participant has been discharged and assumed by the other employer.

The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer, to confirm that such plan is an eligible deferred compensation plan within the meaning of Code section 457(b), and to assure that transfers are provided for under such plan.

8.3 ELIGIBLE ROLLOVER DISTRIBUTIONS

a) Incoming Rollovers. An eligible rollover distribution may be accepted from an eligible retirement plan maintained by another employer and credited to a Participant's Account under the Plan. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B). The Plan shall separately account for eligible rollover distributions from any eligible retirement plan that is not an eligible deferred compensation plan described in Code section 457(b) maintained by an eligible governmental employer described in Code section 457(e)(1)(A).

b) Outgoing Rollovers. Notwithstanding any provision of the Plan to the contrary that would

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

otherwise limit a distributee's election under this Section, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

- c) **Non-Spouse Rollovers.** Effective for Plan Years beginning on or after January 1, 2010, a non-spouse Beneficiary may elect to make a direct rollover to an inherited individual retirement account or annuity described in Code section 408(a) or Code section 408(b), or a Roth individual retirement account described in Code section 408A(a), that is established on behalf of the Beneficiary. Such rollover shall be made in a manner consistent with Code section 402(c)(11) and any other applicable guidance.
- d) **Definitions.** The following definitions apply for purposes of Section 8.3:
- (1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code sections 401(a)(9) and 457(d)(2); and any distribution made upon the hardship of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).
- (2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code sections 403(a), a plan described in Code section 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution. Effective for distributions after December 31, 2007, a Roth individual retirement account described in Code section 408A(a) shall be considered an eligible retirement plan. The definition of an eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Section 12.2.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

- (3) **Distributee:** A distributee includes 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 Section 12.2, are distributees with regard to the interest of the spouse or former spouse. A "distributee" also includes an eligible designated non-spouse beneficiary.
- (4) **Direct Rollover:** A distributee includes 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 Section 12.2, are distributees with regard to the interest of the spouse or former spouse.
- e) In-plan Roth Rollovers.
- (1) Subject to Section 2.3 of the Plan, a Participant may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of an eligible rollover distribution from the Plan paid directly to a designated Roth account under the Plan so long as such payment constitutes an In-plan Roth Conversion Contribution hereunder (hereinafter referred to as an "in-plan Roth direct rollover"). Notwithstanding any otherwise conflicting provision in the Plan, an in-plan Roth direct rollover is not treated as a distribution for the following purposes:
- (i) Section 72(p) (relating to plan loans). A Plan loan transferred in an in-plan Roth direct rollover without changing the repayment schedule is not treated as a new loan (so the rule in § 1.72(p)-1, Q&A-20, of the Income Tax Regulations does not apply).
 - (ii) Section 401(a)(11) (relating to spousal annuities). A married Plan Participant is not required to obtain spousal consent in connection with an election to make an in-plan Roth Direct rollover.
 - (iii) Section 411(a)(11) (relating to participant consent before an immediate distribution of an accrued benefit in excess of \$5,000 (\$7,000 for distributions after 12/31/2023)). The amount rolled over continues to be taken into account in determining whether the participant's accrued benefit exceeds \$5,000 (\$7,000 for distributions after 12/31/2023), and a notice of the participant's right to defer receipt of the distribution is not triggered by the in-plan Roth direct rollover.
 - (iv) Section 411(d)(6)(B)(ii) (relating to elimination of optional forms of benefit). A participant who had a distribution right (such as a right to an

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

immediate distribution of the amount rolled over) prior to the rollover cannot have this right eliminated through an in-plan Roth direct rollover.

- (2) If elected by the Plan Administrator under a uniformly applicable policy, a Participant who has received a distribution of funds attributable to an eligible rollover distribution from the Plan may elect to roll over the funds into his or her designated Roth account in the Plan so long as such rollover constitutes an In-plan Roth Conversion Contribution hereunder and is made within sixty (60) days following the distribution of the funds (hereinafter referred to as an “in-plan Roth 60-day rollover”). Notwithstanding any otherwise conflicting provision herein, an in-plan Roth 60-day rollover shall be accounted for separately under the Plan
 - (3) A Participant’s Roth conversion election hereunder shall become irrevocable upon the occurrence of the in-plan Roth Conversion Contribution made pursuant to such election.
- f) Roth Rollover Contributions. The Plan Administrator may, pursuant to a uniform and nondiscriminatory policy, accept a direct rollover from another designated Roth account under an “applicable retirement plan” as described in Code Section 402A(e)(1). When all or a portion of a distribution is from a designated Roth account under the Plan, the rollover of any such distribution pursuant to Code Section 402A(c)(3) must be accomplished through a direct rollover and can only be made to an applicable retirement plan which agrees to separately account for the amount not includible in income. The transferring plan shall report the amount of the investment in the contract (contributions as well as associated earnings) and the first year of the five (5) year period to the recipient plan so that the recipient plan will not need to rely on the information from the Plan Participant. For purposes of this paragraph, the five (5) taxable year period of Plan participation is the period of five (5) consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a designated Roth deferral contribution to any designated Roth deferral account established for the Participant under the same plan and ends when five (5) consecutive taxable years have been completed. For this purpose, the first taxable year in which a Participant makes a designated Roth deferral contribution is the year in which the amount is first includible in the Participant’s gross income.

8.4 TRUSTEE-TO-TRUSTEE TRANSFERS AND PERMISSIVE SERVICE CREDIT

- a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account balance transferred to the defined benefit governmental plan. A transfer under this Section 8.4(a) may be made before the Participant has had a Severance Event.

ARTICLE 8
PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

- b) A transfer may be made under Section 8.4(a) only if the transfer is (A) for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under such plan, or (B) a repayment to which Code section 415 does not apply by reason of subsection (k)(3) thereof, within the meaning of Code section 457(e)(17).

8.5 DISTRIBUTION OF CERTAIN PREVIOUSLY ROLLED OVER AMOUNTS

- a) Availability for Distribution. Amounts rolled over to the Plan shall be distributable in accordance with procedures adopted by the Plan Administrator; provided, however, that distributions under this Section shall only be permitted to the extent that each distribution satisfies the requirements of the Code, any Treasury Regulations thereunder, and any other regulatory guidance from the Internal Revenue Service.
- b) Application of Code Section 72(t). For purposes of Code section 72(t), a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Code section 4974(c)(1) to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Code section 4974(c)).

8.6 ADMINISTRATIVE RULES

Subject to applicable law and consistent with Code section 457(g), the Plan Administrator shall prescribe such rules and procedures concerning this Article VIII hereof as the Plan Administrator in its sole judgment deems desirable for the orderly administration of the Plan. Any direct transfer or rollover from or to the Plan shall be subject to any minimum account balance or minimum distribution amount established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund. Any direct transfer or rollover from or to the Plan shall be subject to any minimum account balance or minimum distribution amount established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund.

ARTICLE 9
FUNDING ARRANGEMENTS AND TRUSTEES

9.1 FUNDING ARRANGEMENTS AND TRUSTEES

The Employer shall enter into one or more Funding Arrangements for purposes of holding and investing the assets maintained under this Plan. Any Funding Arrangement shall constitute a trust under this Plan. The person or entity holding the assets of a trust or a custodial account under a Funding Arrangement shall be deemed the trustee thereof, the person or entity holding any annuity contract that is a Funding Arrangement under this Plan shall be deemed the trustee thereof.

9.2 EXCLUSIVE BENEFIT

Each Funding Arrangement, and each Trust Fund held thereunder, shall be maintained by the trustee thereof for the exclusive benefit of the Employees and their Beneficiaries within the meaning of Code section 457(g).

**ARTICLE 10
PLAN ADMINISTRATION**

10.1 PLAN ADMINISTRATOR

This Plan shall be administered by the Plan Administrator, who shall represent the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall serve at the pleasure of the Employer and the Employer shall have the right to appoint, in its sole and absolute discretion, any successor Plan Administrator.

10.2 POWER AND AUTHORITY

Subject to any applicable laws and any approvals required by the Employer, the Plan Administrator shall have full power and authority to interpret the provisions of the Plan, to adopt rules and regulations for the administration of the Plan, and to interpret, alter, amend, or revoke any rules and regulations so adopted.

10.3 PRESUMPTION OF FAIRNESS

Every action taken by the Plan Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him or her. The Plan Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Plan Administrator's decisions shall be afforded the maximum deference permitted by applicable law. The Plan Administrator shall not be liable for amounts of Includible Compensation deferred by Participants or for other amounts payable under the Plan.

10.4 DELEGATION OF DUTIES

Subject to any applicable laws and any approvals required by the Employer, the Plan Administrator may delegate any or all of his or her powers and duties hereunder to another person, persons, or entity, and may pay reasonable compensation for such services as an administrative expense of the Plan, to the extent such compensation is not otherwise paid.

10.5 OTHER PARTIES

Any person or entity which issues policies, contracts, or investment media to the Employer or in respect of a Participant is not a party to this Plan and such person or entity shall have no responsibility, accountability or liability to the Employer, the Plan Administrator, any Participant, or any Beneficiary with regard to the operation or adequacy of this Plan, including any future amendments made thereto.

**ARTICLE 10
PLAN ADMINISTRATION**

10.6 EXPENSES

If not paid by the Employer, all reasonable expenses incurred in the administration of the Plan, including without limitation those of any trustee and the Plan Administrator, shall be paid from the Participants' Accounts to which such expenses are allocable.

10.7 CLAIMS PROCEDURES

The Plan Administrator may establish a claims appeal procedure, including a statute of limitation for bringing a claim relating to this Plan.

10.8 ELECTRONIC ADMINISTRATION

Any Participant or Beneficiary election under the Plan, and any forms, regulations, rules, notices or other communications to a Participant or Beneficiary under the Plan may, to the extent permitted by the Plan Administrator and by applicable law, be made electronically in a manner consistent with the requirements contained in Treasury Regulation section 1.401(a)-21 or other applicable guidance.

ARTICLE 11
TERMINATION OR AMENDMENT OF PLAN

11.1 PLAN TERMINATION

The Employer may at any time terminate this Plan; provided, however, that no termination shall affect the amount of any Includible Compensation deferred before the time of the termination and income thereon accrued to the date of the termination in accordance with the terms of the Plan. Upon such termination, each Participant shall be deemed to have revoked his or her Enrollment Agreement as of the date of such termination. Plan assets shall be distributed at the direction of the Employer in accordance with the requirements of Code section 457 and any applicable Treasury Regulations thereunder.

11.2 PLAN AMENDMENT

The Employer may also amend the provisions of this Plan at any time; provided, however, that no amendment shall affect the amount of any Includible Compensation deferred before the time of the amendment and income thereon accrued to the date of the amendment in accordance with the terms of the Plan.

ARTICLE 12
NON-ASSIGNABILITY AND QDROS

12.1 NON-ASSIGNABILITY

Neither the Participant, nor his or her Beneficiary, nor any other designee shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable and non-transferable; and in the event of an attempt to assign or transfer, the Employer shall have no further liability hereunder, nor shall any unpaid amounts be subject to the attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except (a) with respect to loans to Participants, if applicable, (b) with respect to a qualified domestic relations order as may be permitted under Code sections 414(p)(11) and (12) and as further provided below in Section 12.2, or (c) as may be required by any other applicable law. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Code section 457.

12.2 QUALIFIED DOMESTIC RELATIONS ORDERS

- a) Notwithstanding any otherwise conflicting provision in this Plan, the Plan may permit the distribution of all or a portion of a Participant's Account pursuant to, and in accordance with the terms and provisions of, a qualified domestic relations order (as such term is defined below). A distribution or payment from this Plan shall be treated as made pursuant to a qualified domestic relations order if it is made pursuant to a domestic relations order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant.
- b) Definitions:
 - (1) Domestic Relations Order. For purposes of this Plan, the term "domestic relations order" means any judgment, decree, or order (including approval of a property settlement agreement) which (i) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant, and (ii) is made pursuant to a State domestic relations law (including a community property law).
 - (2) Alternate Payee. For purposes of this Plan, the term "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.
- c) The Plan Administrator may promulgate any additional rules and regulations it deems necessary or appropriate to govern this Section 12.2.

**ARTICLE 13
INTERPRETATION**

13.1 CONSTRUCTION

This Plan shall be construed under the laws of the State of Michigan.

13.2 ELIGIBLE 457(B) PLAN

This Plan is intended to be a government eligible deferred compensation plan within the meaning of section 457(b) of the Code, and shall be interpreted so as to be consistent with such section and all Treasury Regulations promulgated thereunder.

13.3 WORD USAGE

Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other genders where appropriate.

13.4 HEADINGS

The headings of articles, sections or other subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan, the text shall control.

13.5 ENTIRE AGREEMENT

This Plan and any properly adopted amendment to the Plan shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant. This Plan and any properly adopted amendment, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assigns and on all designated Beneficiaries of the Participant.

13.6 EMPLOYMENT

Participation in this Plan shall not be deemed to be a contract between the Employer and any such Employee. Nor shall anything contained herein be deemed to give any Employee the right to be retained in the employ or agency of the Employer or to interfere with the right of the Employer to discharge any Employee at any time, nor shall it be deemed to give the Employer the right to require any Employee to remain in its employ or agency, nor shall it interfere with such Employee's right to terminate his or her employment or agency at any time.

ARTICLE 14
EFFECTIVE DATE

14.1 EFFECTIVE DATE OF PLAN

This restatement of the Plan is effective as of September 25, 2023 except as otherwise provided in this Plan.

IN WITNESS WHEREOF, _____, organized and existing under the laws of Michigan (the "State") and pursuant to the authorities granted to it under the laws of such State, has caused its duly authorized official to execute this Plan on this 25th day of September, 2023.

Employer: City of Rochester Hills

By: _____
Authorized Official

Name: Joseph M. Snyder

Title: Chief Financial Officer

Address: 1000 Rochester Hills Drive
Rochester Hills, MI 48309