

WAYNE COUNTY DEFINED CONTRIBUTION PLAN

(January 1, 2016 Restatement)

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PREAMBLE

The Wayne County Defined Contribution Plan, originally effective as of January 1, 1998 and known prior to October 1, 2015 as the Wayne County Defined Contribution Plan #4, is hereby amended and restated in its entirety. Except as otherwise specifically provided in Article XXIII, this amendment and restatement shall be effective as of January 1, 2016. The Plan, as amended and restated hereby, is intended to qualify as a profit-sharing plan under Code Section 401(a) and is a governmental plan as defined in Code Section 414(d). The Plan provisions are subject to applicable Federal, State, and local law, including the provisions of Chapter 141 of the Wayne County Code of Ordinances, Retirement. To the extent consistent with applicable Federal, state, and local law, the Plan provisions are also subject to the applicable benefit plan document and negotiated provisions under applicable collective bargaining agreements.

The Plan is maintained for the exclusive benefit of eligible Employees and their Beneficiaries.

Effective as of October 1, 2015 (the "merger date"), the defined contribution portion of Wayne County Hybrid Retirement Plan #5 (the "merged defined contribution plan") was spun-off from the defined benefit portion of that plan and merged into the Plan. All assets and liabilities of the "merged defined contribution plan" were transferred to and made a part of the Plan. Each Covered Employee who was eligible to participate in the "merged defined contribution plan" immediately prior to the "merger date" shall continue to be eligible to participate in the Plan on and after the "merger date". Notwithstanding any other provision of the Plan to the contrary, a Member's or Participant's service credited for vesting purposes under the "merged defined contribution plan" as of the "merger date", if any, shall be included as Vesting Service under the Plan, provided, however, that inclusion of such service shall not duplicate the Vesting Service otherwise credited under the Plan for periods prior to the "merger date".

**ARTICLE I
DEFINITIONS AND INTERPRETATION**

1.1 Plan Definitions

As used herein, the following words and phrases, when they appear with initial letters capitalized as indicated below, have the meanings hereinafter set forth, unless a different meaning is plainly required by the context:

An "**Account**" means the account maintained by the Trustee in the name of a Member or Participant that reflects his interest in the Trust and any Sub-Accounts maintained thereunder, as provided in Article VIII.

An "**After-Tax Contribution**" means any after-tax employee contribution made by a Member or Participant to the Plan as may be permitted under Article IV or any after-tax employee contribution made by a Member or Participant to another plan that is transferred directly to the Plan. After-tax employee contributions that are rolled over to the Plan in accordance with the provisions of Article V are not treated as After-Tax Contributions hereunder.

The "**Beneficiary**" of a Member or Participant means the person or persons entitled under the provisions of the Plan to receive distribution hereunder in the event the Member or Participant dies before receiving distribution of his entire interest under the Plan.

A Member's or Participant's "**Benefit Payment Date**" means (i) if payment is made through the purchase of an annuity, the first day of the first period for which the annuity is payable or (ii) if payment is made in any other form, the first day on which all events have occurred which entitle the Member or Participant to receive payment of his benefit.

The "**Code**" means the Internal Revenue Code of 1986, as amended from time to time. Reference to a Code section includes such section and any comparable section or sections of any future legislation that amends, supplements, or supersedes such section.

The "**Compensation**" of a Member or Participant for any period means, to the extent not excluded by the terms of an applicable collective bargaining agreement, benefit plan document, or resolution of the county board of commissioners, the base salary and wages, overtime, premium pay, cost of living payments, and holiday pay paid to a Member or Participant for personal services rendered to the County while a Member of the Plan or to an Employer while a Participant in the Plan, as applicable.

Compensation includes any salary or wages deferred because of participation in a plan operated pursuant to Code Section 457 and reductions in salary or wages due to participation in a plan operated pursuant to Code Section 125. Such amounts shall be

included in Compensation only to the extent that they would otherwise have been included in Compensation as defined above.

Notwithstanding any other provision of the Plan to the contrary, effective for Plan Years beginning on and after July 1, 2007, if a Member or Participant has a severance from employment (as defined in Treasury Regulations Section 1.415(a)-1(f)(5)) with the Employers, Compensation shall not include amounts received by the Member or Participant following such severance from employment except as provided below:

- Compensation shall include amounts that would otherwise have been paid to the Member or Participant in the course of his employment and are regular compensation for services during the Member's or Participant's regular working hours, compensation for services outside the Member's or Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation, but only to the extent such amounts (1) would have been includable in Compensation if his employment had continued and (2) are paid before the later of (a) the close of the "limitation year" (as defined in Section 7.1) in which the Member's or Participant's severance from employment occurs or (b) within 2 ½ months of such severance.
- Compensation shall include amounts that are payments for accrued bona fide sick, vacation or other leave, but only if (1) the Member or Participant would have been able to use such leave if his employment had continued, (2) such amounts would have been includable in Compensation if his employment had continued, and (3) such amounts are paid before the later of (a) the close of the "limitation year" (as defined in Section 7.1) in which the Member's or Participant's severance from employment occurs or (b) within 2 ½ months of such severance.
- Compensation shall include amounts received by the Member or Participant pursuant to a non-qualified, unfunded deferred compensation plan, but only if the Member or Participant would have received such payments at the same time if he had continued in employment and only to the extent the payments (1) are includable in the Member's or Participant's gross income and (2) are made before the later of (a) the close of the "limitation year" (as defined in Section 7.1) in which the Member's or Participant's severance from employment occurs or (b) within 2 ½ months of such severance.

Notwithstanding any other provision of the Plan to the contrary, Compensation does not include differential pay, as defined hereunder. For purposes of this paragraph, "differential pay" means any payment made to the Member or Participant by an Employer after December 31, 2008, with respect to a period during which the Member or Participant is performing service in the uniformed services, that represents all or a portion of the wages the Member or Participant would have received if he had continued employment with the Employer as a Covered Employee.

In no event, however, shall the Compensation of a Member or Participant taken into account under the Plan for any Plan Year exceed the limit in effect under Code Section 401(a)(17) (\$265,000 for Plan Years beginning in 2016, subject to adjustment annually as provided in Code Sections 401(a)(17)(B) and 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for Plan Years beginning in such calendar year). If the Compensation of a Member or Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Member or Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the period and the denominator of which is 12; provided, however, that no proration is required for a Member or Participant who is covered under the Plan for less than one full Plan Year if the formula for allocations is based on Compensation for a period of at least 12 months.

A "**Contribution Period**" means each 2 weeks.

The "**County**" means Wayne County, Michigan.

A "**Covered Employee**" means any Employee of an Employer. Notwithstanding the foregoing, the term "Covered Employee" shall not include the following:

- any individual with respect to whom the Employer does not withhold income or employment taxes and file Form W-2 (or any replacement Form) with the Internal Revenue Service because such individual has executed a contract, letter of agreement, or other document acknowledging his status as an independent contractor who is not entitled to benefits under the Plan or is otherwise not classified by the Employer as a common law employee, even if such individual is later adjudicated to be a common law employee of the Employer, unless and until the Employer extends coverage to such individual;
- any individual engaged in a position that is compensated on a basis not subject to federal income tax withholding or FICA tax withholding;
- any individual employed by an Employer under an employment contract, unless the individual is specifically included as a Covered Employee under the terms of the employment contract;
- any retired member (as defined in Wayne County Code of Ordinances, Section 141-3);
- any Employee engaged in a temporary or seasonal position, as defined in the county personnel and salary plan;
- any Employee engaged in the position of appointed aide to a member or members of the board of commissioners, unless the appointed aid is either (1) already a

Member of the Retirement System or (2) specifically included as a Covered Employee under the terms of their employment contract and that contract has been approved by the chairperson of the county commission; and

- any individual who occupies a position of authority whose employees are deemed to be Members or Participants.

An "**Eligible Employee**" means any Covered Employee who has met the eligibility requirements of Article III to participate in the Plan by making After-Tax Contributions and receiving allocations of Employer Contributions.

The "**Eligibility Service**" of an Employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his eligibility to participate in the Plan as may be required under Article III.

An "**Employee**" means any common law employee of an Employer.

An "**Employer**" means the County, Wayne County Airport Authority, the Wayne County 3rd Circuit Court, and any other entity that is entitled to participate in the Plan pursuant to Chapter 141 of the Wayne County Code of Ordinances, Retirement.

The "**General Fund**" means a Trust Fund maintained by the Trustee as required to hold and administer any assets of the Trust that are not allocated among any separate Investment Funds as may be provided in the Plan or the Trust Agreement. No General Fund shall be maintained if all assets of the Trust are allocated among separate Investment Funds.

An "**Investment Fund**" means any separate investment Trust Fund maintained by the Trustee as may be provided in the Plan or the Trust Agreement or any separate investment fund maintained by the Trustee, to the extent that there are Member or Participant Sub-Accounts under such funds, to which assets of the Trust may be allocated and separately invested.

An "**Employer Contribution**" means the amount an Employer is required to contribute to the Plan in accordance with Article VI, based on applicable Federal, State, and local law, including the provisions of Chapter 141 of the Wayne County Code of Ordinances, Retirement, and on the provisions of any applicable collective bargaining agreement or benefit plan document.

A "**Member**" means any person who has satisfied the requirements of Article III to become an Eligible Employee and who has an Account in the Trust. The term "Member" includes only individuals who are entitled to participate in the Wayne County Employees' Retirement System as a result of the individual's employment with the County, its offices, departments, agencies, instrumentalities, authorities, and/or affiliates.

The "**Multiple Employer Administrator**" means the Wayne County Retirement System, unless the County designates another person or persons to act as such.

The "**Normal Retirement Date**" of an Employee shall be determined in accordance with applicable Federal, State, or local law and in accordance with the terms of any applicable collective bargaining agreement or benefit plan document. Subject to the foregoing, a Participant's or Member's Normal Retirement Date means the following:

- the date he completes 25 years of Credited Service;
- the date he has both attained age 55 and completed 25 years of Credited Service;
- the date he has both attained age 60 and completed 20 years of Credited Service;
or
- the date he has both attained age 65 and completed 8 years of Credited Service.

A "**Participant**" means any person who has satisfied the requirements of Article III to become an Eligible Employee and who has an Account in the Trust. The term "Participant" includes only individuals who are entitled to participate in the Wayne County Employees' Retirement System as a result of the individual's employment with an Employer other than the County.

A "**Pick-Up Contribution**" means the pre-tax contributions made by an Eligible Employee under the Plan that are "picked up" in accordance with Code Section 414(h)(2) and treated as employer contributions. Pick-Up Contributions shall not be included in an Eligible Employee's taxable income for the year in which they are contributed to the Plan, but shall only be taxable when they are distributed to the Eligible Employee in accordance with the provisions of the Plan. The amount of an Eligible Employee's Pick-Up Contribution shall be determined in accordance with in Section 3.5.

The "**Plan**" means the Wayne County Defined Contribution Plan, formerly known as Wayne County Defined Contribution Plan #4, as from time to time in effect.

A "**Plan Year**" means the 12-consecutive-month period ending each December 31.

A Member's or Participant's "**Required Beginning Date**" means April 1 of the calendar year following the calendar year in which occurs the later of the Member's or Participant's (i) attainment of age 70 1/2 or (ii) Settlement Date.

A "**Rollover Contribution**" means any rollover contribution to the Plan made by a Member or Participant as may be permitted under Article V.

The "**Settlement Date**" of a Member or Participant means the date on which a Member's or Participant's interest under the Plan becomes distributable in accordance with Article XV.

A "**Single Life Annuity**" means an annuity payable for the life of a Member or Participant.

A Member's or Participant's "**Spouse**" means the person to whom the Member or Participant is legally married under Michigan law.

A "**Sub-Account**" means any of the individual sub-accounts of a Member's or Participant's Account that is maintained as provided in Article VIII.

A "**Transfer Contribution**" means any amount transferred to the Plan on an Employee's behalf directly from another qualified plan pursuant to a trust to trust transfer as provided in Section 21.19.

The "**Trust**" means the trust maintained by the Trustee under the Trust Agreement.

The "**Trust Agreement**" means the agreement entered into between the County and the Trustee relating to the holding, investment, and reinvestment of the assets of the Plan, together with all amendments thereto and shall include any agreement establishing a custodial account, an annuity contract, or an insurance contract (other than a life, health or accident, property, casualty, or liability insurance contract) for the investment of assets if the custodial account or contract would, except for the fact that it is not a trust, constitute a qualified trust under Code Section 401.

The "**Trustee**" means the trustee or any successor trustee which at the time shall be designated, qualified, and acting under the Trust Agreement and shall include any insurance company that issues an annuity or insurance contract pursuant to the Trust Agreement or any person holding assets in a custodial account pursuant to the Trust Agreement.

A "**Trust Fund**" means any fund established under the Trust by the Trustee.

A "**Valuation Date**" means the date or dates designated by the County and communicated in writing to the Trustee for the purpose of valuing the General Fund and each Investment Fund and adjusting Member or Participant Accounts and Sub-Accounts hereunder, which dates need not be uniform with respect to the General Fund, each Investment Fund, Member or Participant Account, or Sub-Account; provided, however, that the General Fund and each Investment Fund shall be valued and each Member or Participant Account and Sub-Account shall be adjusted no less often than once annually.

The "**Vesting Service**" of an Employee means the period or periods of service credited to him under the provisions of Article II for purposes of determining his vested interest in his Employer Contributions Sub-Account.

1.2 Interpretation

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. Wherever used herein, the masculine pronoun shall include the feminine, the singular shall include the plural, and the plural shall include the singular.

**ARTICLE II
SERVICE**

2.1 Vesting Service

An Employee shall be credited with Vesting Service for the period that he is an Eligible Employee making contributions to the Plan. An Employee shall be credited with a year of Vesting Service for each 365 days of Vesting Service.

ARTICLE III ELIGIBILITY

3.1 Eligibility

Each Covered Employee who was an Eligible Employee immediately prior to January 1, 2016 shall continue to be an Eligible Employee on January 1, 2016.

Each other Employee shall become an Eligible Employee as of the date on which he becomes a Covered Employee; provided, however, that the following Employees shall not become Eligible Employees unless they elect to transfer to the Plan: (i) any Employee hired on or before June 30, 1984 who is currently participating in a defined benefit plan of the Employer; (ii) any Employee who is vested in Defined Benefit Plan #1, #2, #3 or #6 of the County; or (iii) any Employee who is permitted to transfer out of Defined Benefit Plan #1, #2, #3, or #6 pursuant to a collective bargaining agreement with the County. An Employee who elects to transfer to the Plan in accordance with the provisions of this Section shall become an Eligible Employee as of the effective date of such transfer.

Notwithstanding the foregoing, if provided under applicable Federal, State, or local law, or under the provisions of the collective bargaining agreement or benefit plan document applicable to a Covered Employee, no person shall become an Eligible Employee hereunder unless he makes Pick-Up Contributions as provided in Section 3.5. A Covered Employee who would otherwise have become an Eligible Employee hereunder as of an Enrollment Date but for his failure to make Pick-Up Contributions to the Plan shall become an Eligible Employee as of any subsequent Enrollment Date as of which he makes Pick-Up Contributions to the Plan.

3.2 Reemployment

If a person who terminated employment with the Employers is reemployed as a Covered Employee and if he had been an Eligible Employee prior to his termination of employment, he shall again become an Eligible Employee on the date he is reemployed. Otherwise, the eligibility of a person who terminated employment with the Employers and who is reemployed by the Employers shall be determined in accordance with Section 3.1.

3.3 Notification Concerning New Eligible Employees

Each Employer shall notify the Multiple Employer Administrator as soon as practicable of Employees becoming Eligible Employees as of any date.

3.4 Effect and Duration

Upon becoming an Eligible Employee, a Covered Employee shall be (i) required to make Pick-Up Contributions in accordance with Section 3.5 and After-Tax Contributions in accordance with the provisions of Article IV, as provided under applicable Federal, State, or local law, or under the provisions of the collective bargaining agreement or benefit plan document applicable to the Covered Employee, (ii) eligible to receive allocations of Employer Contributions in accordance with the provisions of Article VI, and (iii) bound by all the terms and conditions of the Plan and the Trust Agreement.

A person shall continue as an Eligible Employee only so long as he continues employment as a Covered Employee.

3.5 Pick-Up Contributions

If provided under applicable Federal, State, or local law, or under the terms of the applicable collective bargaining agreement or benefit plan document, an Eligible Employee shall as a condition of his employment with an Employer be required to make Pick-Up Contributions to the Plan and shall execute and complete all enrollment or application forms required by the Employer with respect to the Plan. The amount of an Eligible Employee's Pick-Up Contribution shall be determined in accordance with the contribution rate schedule made applicable to the Eligible Employee's coverage group by the applicable collective bargaining agreement, benefit plan document, or ordinance. An amount equal to such Pick-Up Contribution shall be withheld from the Eligible Employee's Compensation each payroll period and contributed to the Plan. Pick-Up Contributions are "picked up" by the Employer and treated as employer contributions in accordance with Code Section 414(h)(2). A Member's or Participant's vested interest in his Pick-Up Contributions Sub Account shall be at all times 100%.

ARTICLE IV AFTER-TAX CONTRIBUTIONS

4.1 After-Tax Contributions

If provided under applicable Federal, State, or local law, or under the terms of the applicable collective bargaining agreement or benefit plan document, an Eligible Employee may make After-Tax Contributions to the Plan. The amount of an Eligible Employee's After-Tax Contribution shall be determined in accordance with the contribution rate schedule made applicable to the Eligible Employee's coverage group by the applicable collective bargaining agreement, benefit plan document, or ordinance. Subject to the foregoing, an Eligible Employee may make After-Tax Contributions as follows:

- (a) If the Eligible Employee is covered by a collective bargaining agreement, he may make After-Tax Contributions to the Plan in an amount equal to at least 1% of his Compensation for the Contribution Period. Such Eligible Employee may elect to contribute a higher percentage, in .5% increments, of Compensation or a flat dollar amount as After-Tax Contributions up to the lesser of (i) the maximum percentage provided under the applicable collective bargaining agreement or (ii) the maximum mandated by law.
- (b) If the Eligible Employee is *not* covered by a collective bargaining agreement, he may make After-Tax Contributions in an amount equal to at least 1% of Compensation or a larger percentage of Compensation (in .5% increments) or flat dollar amount, up to the lesser of (i) the amount stipulated in the executive benefit plan package or (ii) the maximum mandated by law.

After-Tax Contributions to the Plan shall be made by payroll withholding.

4.2 Amendments to Payroll Withholding Authorization

An Eligible Employee may change the percentage of his future Compensation that he contributes to the Plan as contributions daily by filing an amended payroll withholding authorization with his Employer. An Eligible Employee who changes his payroll withholding authorization shall be limited to selecting a percentage of his Compensation or flat dollar amount that is otherwise permitted under Section 4.1. Contributions shall be made pursuant to an Eligible Employee's amended payroll withholding authorization filed in accordance with this Section commencing with Compensation paid to the Eligible Employee on or after the date such filing is effective, until otherwise altered or terminated in accordance with the Plan.

4.3 Delivery of After-Tax Contributions

As soon after the date an amount would otherwise be paid to an Employee as it can reasonably be separated from Employer assets or as soon as reasonably practicable after an amount has been delivered to an Employer by an Employee, the Employer shall cause to be delivered to the Trustee in cash the After-Tax Contributions attributable to such amounts.

4.4 Vesting of After-Tax Contributions

A Member's or Participant's vested interest in his After-Tax Contributions Sub-Account shall be at all times 100%.

ARTICLE V ROLLOVER CONTRIBUTIONS

5.1 Rollover Contributions

Subject to any restrictions contained in this Article, a Covered Employee who is eligible to receive or receives an "eligible rollover distribution," within the meaning of Code Section 402(c)(4), or a distribution from an individual retirement account or annuity that is eligible for rollover to the Plan in accordance with the provisions of Code Section 408(d)(3)(B) may elect to make a Rollover Contribution to the Plan. The Multiple Employer Administrator may require a Covered Employee to provide it with such information as it deems necessary or desirable to show that he is entitled to roll over such distribution to a qualified retirement plan. A Covered Employee shall make a Rollover Contribution to the Plan by delivering or causing to be delivered to the Trustee the cash that constitutes the Rollover Contribution amount.

A Covered Employee who makes a Rollover Contribution to the Plan before becoming an Eligible Employee in accordance with the provisions of Article III shall be treated as a Member or Participant for purposes of his Rollover Contributions.

5.2 Direct Rollovers to Plan

The Plan will accept "eligible rollover distributions" that are rolled over directly to the Plan ("direct rollovers") from the following:

- a qualified plan described in Code Section 401(a) or 403(a), including amounts attributable to after-tax employee contributions;
- an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, excluding amounts attributable to designated Roth contributions, as described in Code Section 402A, and after-tax employee contributions; and
- an individual retirement account or annuity described in Code Section 408(a) or 408(b), excluding amounts attributable to designated Roth contributions, as described in Code Section 402A, and after-tax employee contributions.

5.3 Indirect Rollovers to Plan

The Plan will accept "eligible rollover distributions" that are first distributed to a Covered Employee ("indirect rollovers") from the following:

- a qualified plan described in Code Section 401(a) or 403(a), excluding amounts attributable to designated Roth contributions, as described in Code Section 402A, or after-tax employee contributions;
- an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, excluding amounts attributable to designated Roth contributions, as described in Code Section 402A, and after-tax employee contributions; and
- an individual retirement account or annuity described in Code Section 408(a) or 408(b), excluding amounts attributable to designated Roth contributions, as described in Code Section 402A, and after-tax employee contributions.

A Covered Employee who received a distribution that he is rolling over to the Plan, must deliver the cash constituting his Rollover Contribution to the Trustee within 60 days of receipt of the eligible rollover distribution. Such delivery must be made in the manner prescribed by the Multiple Employer Administrator.

5.4 Restrictions on Rollover Contributions

Rollover Contributions to the Plan are subject to the following:

- the Plan shall not accept a Rollover Contribution of any promissory note attributable to a plan loan;
- a direct rollover from a qualified plan may not include designated Roth contributions, as described in Code Section 402A; and
- an indirect rollover may not include designated Roth contributions, as described in Code Section 402A, or after-tax employee contributions.

5.5 Treatment of After-Tax Contributions that are Rolled Over to the Plan

If a Covered Employee elects to roll over amounts attributable to after-tax employee contributions, the Trustee shall account for such amounts separately from other Rollover Contributions and shall maintain accounts reflecting that portion of the Covered Employee's after-tax Rollover Contribution that is includible in gross income and that portion that is not includible in gross income. After-tax employee contributions that are rolled over to the Plan shall be subject to the provisions of the Plan applicable to Rollover Contributions rather than the provisions applicable to After-Tax Contributions.

5.6 Vesting of Rollover Contributions

A Member's or Participant's vested interest in his Rollover Contributions Sub-Account shall be at all times 100%.

**ARTICLE VI
EMPLOYER CONTRIBUTIONS**

6.1 Employer Contributions

Each Contribution Period, an Employer shall make an Employer Contribution to the Plan on behalf of each of its Eligible Employees equal to the amount specified in the collective bargaining agreement or benefit plan document applicable to the Eligible Employee. If provided in the applicable collective bargaining agreement or benefit plan document, the Employer Contribution may be a matching contribution based on the Eligible Employee's eligible contributions to the Plan. For purposes of this Section, "eligible contributions" are as defined in the applicable collective bargaining agreement or benefit plan document.

6.2 Vesting of Employer Contributions

A Member's or Participant's vested interest in his Employer Contributions Sub-Account shall be determined in accordance with applicable Federal, State, or local law or under the terms of the applicable collective bargaining agreement or benefit plan document.

Notwithstanding the foregoing, A Member's or Participant's vested interest in his Employer Contributions Sub-Account shall be 100% if the Member or Participant is employed by an Employer on his Normal Retirement Date or on the date he becomes physically or mentally disabled because of a duty-related injury such that he can no longer continue in the service of an Employer, as determined by the Multiple Employer Administrator on the basis of a written certificate of a physician acceptable to it.

6.3 Forfeitures to Reduce Employer Contributions

Notwithstanding any other provision of the Plan to the contrary, the amount of an Employer Contribution required under this Article for a Plan Year may be reduced by the amount of any forfeitures occurring during the Plan Year or any prior Plan Year that are not used to pay Plan expenses and that are applied against Employer Contributions as provided in Section 14.2.

**ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS**

7.1 Definitions

For purposes of this Article, the following terms have the following meanings:

The "**annual addition**" with respect to a Member or Participant for a "limitation year" means the sum of the following amounts credited to the Member's or Participant's account(s) for the "limitation year":

- (a) all employer contributions credited to the Member's or Participant's account for the "limitation year" under any qualified defined contribution plan maintained by an Employer, including "elective contributions" (other than "elective contributions" to an eligible deferred compensation plan under Code Section 457) and amounts attributable to forfeitures applied to reduce an Employer's contribution obligation, but excluding "catch-up contributions";
- (b) all "employee contributions" credited to the Member's or Participant's account for the "limitation year" under any qualified defined contribution plan maintained by an Employer or any qualified defined benefit plan maintained by an Employer if either separate accounts are maintained under the defined benefit plan with respect to such employee contributions or such contributions are mandatory employee contributions within the meaning of Code Section 411(c)(2)(C) (without regard to whether the plan is subject to the provisions of Code Section 411);
- (c) all forfeitures credited to the Member's or Participant's account for the "limitation year" under any qualified defined contribution plan maintained by an Employer;
- (d) all amounts credited for the "limitation year" to an individual medical benefit account, as described in Code Section 415(1)(2), established for the Participant as part of a pension or annuity plan maintained by an Employer;
- (e) if the Participant is a key employee, as defined in Code Section 419A(d)(3), all amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after that date, that are attributable to post-retirement medical benefits credited for the "limitation year" to the Member's or Participant's separate account under a welfare benefit fund, as defined in Code Section 419(e), maintained by an Employer; and
- (f) all amounts credited to the Participant for the "limitation year" under a simplified employee pension.

Notwithstanding the foregoing, any restorative payment made to a plan by an Employer to make up for losses to the plan resulting from the action or non-action of a fiduciary for which there is a reasonable risk of liability for a breach of fiduciary duty under applicable federal or state law shall not be treated as an annual addition provided that similarly situated participants are treated similarly with respect to the restorative payment.

Except as otherwise specifically provided below, an amount will be treated as credited to a Member's or Participant's account for a "limitation year" if such amount is both (1) allocated to the Member's or Participant's account as of a date within such "limitation year" (provided that if allocation of an amount is contingent upon the satisfaction of a future condition, such amount shall not be treated as allocated for purposes of determining "annual additions" for a "limitation year" until the date all such conditions are satisfied) and (2) actually contributed to the account within the applicable period described herein. If contributions are made after the end of the applicable period, they shall be treated as credited to the Member's or Participant's account for the "limitation year" in which they are made. The applicable period for making "employee contributions" is within 30 days of the close of the "limitation year." The applicable period for making employer contributions is: (i) for contributions by a taxable entity, within 30 days of the close of the period described in Code Section 404(a)(6), as applicable to the entity's taxable year with or within which the "limitation year" ends; or (ii) for contributions by a non-taxable entity (including a governmental employer) within 15 days of the last day of the 10th calendar month following the end of the calendar year or fiscal year (as applicable, based on how the entity maintains its books) with or within which the "limitation year" ends.

Forfeitures re-allocated to a Member's or Participant's account are treated as credited to the Member's or Participant's account for the "limitation year" in which they are allocated to such account. Corrective contributions and contributions required by reason of qualified military service (as defined in Code Section 414(u)) are treated as "annual additions" for the "limitation year" to which they relate, rather than the "limitation year" in which they are made.

An "**elective contribution**" means any employer contribution made to a plan maintained by an Employer on behalf of a Participant in lieu of cash compensation pursuant to his election (whether such election is an active election or a passive election) to defer under any qualified CODA as described in Code Section 401(k), any simplified employee pension cash or deferred arrangement as described in Code Section 402(h)(1)(B), or any plan as described in Code Section 501(c)(18), and any contribution made on behalf of the Participant by an Employer for the purchase of an annuity contract under Code Section 403(b) pursuant to a salary reduction agreement. For purposes of applying the limitations described in this Article VII, the term "elective contribution" includes designated Roth contributions and excludes "catch-up contributions".

An "**employee contribution**" means any employee after-tax contribution allocated to an Eligible Employee's account under any qualified plan of an Employer. "Employee

contributions" shall not include any contributions made by a Participant to a plan that are "picked up" by his employer pursuant to Code Section 414(h)(2).

The "**415 compensation**" of a Member or Participant for any "limitation year" means his wages, salaries, fees for professional service, and all other amounts received for personal services actually rendered in the course of employment with an Employer paid to him for such "limitation year", but excluding (i) contributions (other than elective contributions described in Code Section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made on behalf of the Participant by an Employer to a plan of deferred compensation (including a simplified employee pension described in Code Section 408(k) or a simple retirement account described in Code Section 408(p)), whether or not qualified, to the extent that, before application of the limitations of Code Section 415 to such plan, the contributions are not includible in the gross income of the Member or Participant for the taxable year in which contributed, (ii) any distributions from a plan of deferred compensation, whether or not qualified, (except amounts received pursuant to an unfunded non-qualified plan in the year such amounts are includible in the gross income of the Member or Participant), (iii) amounts realized from the exercise of a non-qualified option or when restricted stock or other property held by the Member or Participant either becomes freely transferable or is no longer subject to substantial risk of forfeiture, (iv) amounts received from the sale, exchange or other disposition of stock acquired under a qualified stock option, (v) any other amounts that receive special tax benefits, such as premiums for group term life insurance (but only to the extent that the premiums are not includible in the gross income of the Member or Participant and are not salary reduction amounts that are described in Code Section 125), and (vi) other items that are similar to the items listed in (i) through (v) above.

"415 compensation" also includes (i) any elective deferral, as defined in Code Section 402(g)(3) and (ii) any amount contributed or deferred by an Employer at the Member's or Participant's election which is not includable in the Member's or Participant's gross income by reason of Code Section 125, 132(f)(4), 414(h)(2), or 457.

Notwithstanding any other provision of the Plan to the contrary, effective for "limitation years" beginning on and after July 1, 2007, if a Participant has a severance from employment (as defined in Treasury Regulations Section 1.415(a)-1(f)(5)) with an Employer, "415 compensation" does not include amounts received by the Participant following such severance from employment except amounts paid before the later of (a) the close of the "limitation year" in which the Member's or Participant's severance from employment occurs or (b) within 2 ½ months of such severance if such amounts:

- would otherwise have been paid to the Participant in the course of his employment, are regular compensation for services during the Member's or Participant's regular working hours, compensation for services outside the Member's or Participant's regular working hours (such as overtime or shift differential pay), commissions, bonuses, or other similar compensation, and

would have been included in the Member's or Participant's "415 compensation" if he had continued in employment.

- are payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use such leave if his employment had continued and such amounts would have been includable in "415 compensation" if his employment had continued.
- are received by the Participant pursuant to a non-qualified, unfunded deferred compensation plan, but only if the Participant would have received such payments at the same time if he had continued in employment and only to the extent the payments are includable in the Member's or Participant's gross income.

Notwithstanding any other provision of the Plan to the contrary, if a Participant is absent from employment as a Covered Employee to perform service in the uniformed services (as defined in Chapter 43 of Title 38 of the United States Code), his "415 compensation" will include any differential pay, as defined hereunder, he receives or is entitled to receive from an Employer. For purposes of this paragraph, "differential pay" means any payment made to the Participant by an Employer after December 31, 2008, with respect to a period during which the Participant is performing service in the uniformed services while on active duty for a period of more than 30 days that represents all or a portion of the wages the Participant would have received if he had continued employment with an Employer as a Covered Employee.

For purposes of this subsection, a Participant will not be considered to have incurred a severance from employment if his new employer continues to maintain the plan with respect to such Participant.

To be included in a Member's or Participant's "415 compensation" for a particular "limitation year", an amount must have been received by the Participant (or would have been received, but for the Member's or Participant's election under Code Section 125, 132(f)(4), 401(k), 402(h)(1)(B), 403(b), 408(p)(2)(A)(i), or 457) within such "limitation year".

In no event, however, shall the "415 compensation" of a Participant taken into account under the Plan for any "limitation year" exceed the limit in effect under Code Section 401(a)(17) (\$265,000 for "limitation years" beginning in 2016, subject to adjustment annually as provided in Code Sections 401(a)(17)(B) and 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for "limitation years" beginning in such calendar year). If the "415 compensation" of a Participant is determined over a period of time that contains fewer than 12 calendar months, then the annual compensation limitation described above shall be adjusted with respect to that Participant by multiplying the annual compensation limitation in effect for the Plan Year by a fraction the numerator of which is the number of full months in the

period and the denominator of which is 12; provided, however, that no proration is required for a Participant who is covered under the Plan for fewer than 12 months.

A "limitation year" means the 12-month period designated as such by the Multiple Employer Administrator.

7.2 Code Section 415 Limitations on Crediting of Contributions and Forfeitures

Notwithstanding any other provision of the Plan to the contrary, the "annual addition" with respect to a Participant for a "limitation year" shall in no event exceed the lesser of (i) the maximum dollar amount permitted under Code Section 415(c)(1)(A), adjusted as provided in Code Section 415(d) (e.g., \$53,000 for the "limitation year" beginning in 2016) or (ii) 100% of the Member's or Participant's "415 compensation" for the "limitation year"; provided, however, that the limit in clause (i) shall be pro-rated for any short "limitation year". The limit in clause (ii) shall not apply to any contribution to an individual medical account, as defined in Code Section 415(l), or to a post-retirement medical benefits account maintained for a key employee which is treated as an "annual addition" under Code Section 419A(d)(2).

If an Employer participates in a multiemployer plan, in determining whether the "annual additions" made on behalf of a Participant to the Plan, when aggregated with "annual additions" made on the Member's or Participant's behalf under the multiemployer plan satisfy the above limitation, only "annual additions" made by an Employer to the multiemployer plan shall be aggregated with the "annual additions" under the Plan and "415 compensation" shall include only compensation paid to the Participant by an Employer.

If the "annual addition" to the Account of a Participant in any "limitation year" beginning on or after July 1, 2007, nevertheless exceeds the amount that may be applied for his benefit under the limitations described in clauses (i) and (ii) above, correction shall be made in accordance with the Employee Plans Compliance Resolution System, as set forth in Revenue Procedure 2015-28, or any superseding guidance.

7.3 Application of Code Section 415 Limitations Where Participant is Covered Under Other Qualified Defined Contribution Plan

If a Participant is covered by any other qualified defined contribution plan (whether or not terminated) maintained by an Employer concurrently with the Plan, and if the "annual addition" to be made under the Plan for the "limitation year" when combined with the "annual addition" to be made under such other qualified defined contribution plan(s) would otherwise exceed the amount that may be applied for the Member's or Participant's benefit under the limitation contained in the preceding Section, the "annual addition" to be made under the Plan shall be reduced, to the extent necessary so that the limitation in the preceding Section is satisfied.

If the "annual addition" to the Account of a Participant in any "limitation year" beginning on or after July 1, 2007, when combined with the "annual addition" made under any other qualified defined contribution plan maintained by an Employer nevertheless exceeds the amount that may be applied for the Member's or Participant's benefit under the limitation contained in the preceding Section, correction shall be made in accordance with the Employee Plans Compliance Resolution System, as set forth in Revenue Procedure 2015-28, or any superseding guidance.

7.4 Scope of Limitations

The Code Section 415 limitations contained in the preceding Sections shall be applicable only with respect to benefits provided pursuant to defined contribution plans and defined benefit plans described in Code Section 415(k).

**ARTICLE VIII
TRUST FUNDS AND ACCOUNTS**

8.1 General Fund

The Trustee shall maintain a General Fund as required to hold and administer any assets of the Trust that are not allocated among the Investment Funds as provided in the Plan or the Trust Agreement. The General Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in the General Fund shall be an undivided interest.

8.2 Available Investment Funds

Except as otherwise provided in this Article, the Multiple Employer Administrator, or the investment fiduciary designated by the Multiple Employer Administrator, shall determine the number and type of Investment Funds and shall communicate the same and any changes therein in writing to the Trustee. Each Investment Fund shall be held and administered as a separate common trust fund. The interest of each Participant or Beneficiary under the Plan in any Investment Fund shall be an undivided interest.

8.3 Self-Directed Brokerage Option

In addition to the Investment Funds selected by the Multiple Employer Administrator, each Member or Participant may invest up to 20% of his Account through the self-directed brokerage option. Under the self-directed brokerage option, the Member or Participant selects the Investment Funds and the underlying investments for such funds. The Multiple Employer Administrator may limit investments under the self-directed brokerage option to those investments available through a particular broker.

A Member or Participant who selects any additional Investment Funds shall communicate the same and any changes therein in writing to the Multiple Employer Administrator and the Trustee. Each Member or Participant selected Investment Fund shall be held and administered as a separate trust fund. In no event may the assets of any Member or Participant selected Investment Fund be invested in any collectible as that term is defined in Code Section 408(m)(2).

Notwithstanding any other provision of this Section, the Multiple Employer Administrator may limit availability of the self-directed brokerage option to Members or Participants who have an Account balance in excess of a uniform, minimum dollar amount determined by the Multiple Employer Administrator.

8.4 Loan Investment Fund

If a loan from the Plan to a Participant is approved in accordance with the provisions of Article XII, the Multiple Employer Administrator (or its delegate) shall direct the establishment and maintenance of a loan Investment Fund in the Member's or Participant's name. The assets of the loan Investment Fund shall be held as a separate trust fund. A Member's or Participant's loan Investment Fund shall be invested in the note(s) reflecting the loan(s) made to the Member or Participant in accordance with the provisions of Article XII. Notwithstanding any other provision of the Plan to the contrary, income received with respect to a Member's or Participant's loan Investment Fund shall be allocated and the loan Investment Fund shall be administered as provided in Article XII.

8.5 Income on Trust

Any dividends, interest, distributions, or other income received by the Trustee with respect to any Trust Fund maintained hereunder shall be allocated by the Trustee to the Trust Fund for which the income was received.

8.6 Accounts

As of the first date a contribution is made by or on behalf of a Covered Employee there shall be established an Account in his name reflecting his interest in the Trust. Each Account shall be maintained and administered for each Member or Participant and Beneficiary in accordance with the provisions of the Plan. The balance of each Account shall be the balance of the account after all credits and charges thereto, for and as of such date, have been made as provided herein.

8.7 Sub-Accounts

A Member's or Participant's Account shall be divided into individual Sub-Accounts reflecting the portion of the Member's or Participant's Account that is derived from Pick-Up Contributions, After-Tax Contributions, or Employer Contributions. Such other Sub-Accounts may be established as are necessary or appropriate to reflect a Member's or Participant's interest in the Trust.

**ARTICLE IX
LIFE INSURANCE CONTRACTS**

9.1 No Life Insurance Contracts

There shall be no life insurance contracts purchased under the Plan.

ARTICLE X
DEPOSIT AND INVESTMENT OF CONTRIBUTIONS

10.1 Future Contribution Investment Elections

Each Eligible Employee shall make an investment election in the manner and form prescribed by the Multiple Employer Administrator directing the manner in which the contributions made on his behalf shall be invested. An Eligible Employee's investment election shall specify the percentage, in the percentage increments prescribed by the Multiple Employer Administrator, of such contributions that shall be allocated to one or more of the Investment Funds with the sum of such percentages equaling 100%. The investment election by a Member or Participant shall remain in effect until his entire interest under the Plan is distributed or forfeited in accordance with the provisions of the Plan or until he records a change of investment election with the Multiple Employer Administrator, in such form as the Multiple Employer Administrator shall prescribe. If recorded in accordance with any rules prescribed by the Multiple Employer Administrator, a Member's or Participant's change of investment election may be implemented effective as of the date or dates prescribed by the Multiple Employer Administrator.

10.2 Deposit of Contributions

All contributions made on a Member's or Participant's behalf shall be deposited in the Trust and allocated among the Investment Funds in accordance with the Member's or Participant's currently effective investment election. If no investment election is recorded with the Multiple Employer Administrator at the time contributions are to be deposited to a Member's or Participant's Account, his contributions shall be allocated among the Investment Funds as directed by the Multiple Employer Administrator.

10.3 Election to Transfer Between Funds

A Member or Participant may elect to transfer investments from any Investment Fund to any other Investment Fund. The Member's or Participant's transfer election shall specify a percentage, in the percentage increments prescribed by the Multiple Employer Administrator, of the amount eligible for transfer that is to be transferred, which percentage may not exceed 100%. Any transfer election must be recorded with the Multiple Employer Administrator, in such form as the Administrator shall prescribe. Subject to any restrictions pertaining to a particular Investment Fund, if recorded in accordance with any rules prescribed by the Multiple Employer Administrator, a Member's or Participant's transfer election may be implemented effective as of the date or dates prescribed by the Multiple Employer Administrator.

Notwithstanding any other provision of this Section to the contrary, the Multiple Employer Administrator may prescribe such rules restricting Participants' transfer

elections as it deems necessary or appropriate to preclude excessive or abusive trading or market timing.

**ARTICLE XI
CREDITING AND VALUING ACCOUNTS**

11.1 Crediting Accounts

All contributions made under the provisions of the Plan shall be credited to Accounts in the Trust Funds by the Trustee, in accordance with procedures established in writing by the Multiple Employer Administrator, either when received or on the succeeding Valuation Date after valuation of the Trust Fund has been completed for such Valuation Date as provided in Section 11.2, as shall be determined by the Multiple Employer Administrator.

11.2 Valuing Accounts

Accounts in the Trust Funds shall be valued by the Trustee on the Valuation Date, in accordance with procedures established in writing by the Multiple Employer Administrator, or in the manner adopted by the Trustee and approved by the Multiple Employer Administrator, as determined by the Multiple Employer Administrator.

11.3 Finality of Determinations

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

ARTICLE XII LOANS

12.1 Application for Loan

A Participant, as defined in Section 2 of the Plan's Loan Policy, may make application to the Multiple Employer Administrator for a loan from his Account. Loans shall be made to Participants in accordance with written guidelines which are hereby incorporated into and made a part of the Plan. To the extent that such written guidelines comply with the requirements of Code Section 72(p), but are inconsistent with the provisions of this Article, such written guidelines shall be given effect.

12.2 Collateral for Loan

As collateral for any loan granted hereunder, the Member or Participant shall grant to the Plan a security interest in his vested interest under the Plan equal to the amount of the loan; provided, however, that in no event may the security interest exceed 50% of the Member's or Participant's vested interest under the Plan determined as of the date as of which the loan is originated in accordance with Plan provisions. In the case of a Member or Participant who is an active employee, the Member or Participant also shall enter into an agreement to repay the loan by payroll withholding.

No loan in excess of 50% of the Member's or Participant's vested interest under the Plan shall be made from the Plan.

Loans shall not be made available to highly compensated employees in an amount greater than the amount made available to other employees.

A loan shall not be granted unless the Member or Participant consents to the charging of his Account for unpaid principal and interest amounts in the event the loan is declared to be in default. If a Member's or Participant's Account is subject to the "automatic annuity" provisions under Article XVI, the Member's or Participant's Spouse must consent in writing to any loan hereunder. Any spousal consent given pursuant to this Section must be made within the 90-day period ending on the date the Plan acquires a security interest in the Member's or Participant's Account, must acknowledge the effect of the loan, and must be witnessed by a Plan representative or a notary public. Such spousal consent shall be binding with respect to the consenting Spouse and any subsequent Spouse with respect to the loan. A new spousal consent shall be required if the Member's or Participant's Account is used for security in any renegotiation, extension, renewal, or other revision of the loan.

12.3 Reduction of Account Upon Distribution

Notwithstanding any other provision of the Plan, the amount of a Member's or Participant's Account that is distributable to the Member or Participant or his Beneficiary under Article XV shall be reduced by the portion of his vested interest that is held by the Plan as security for any loan outstanding to the Participant, provided that the reduction is used to repay the loan. If distribution is made because of the Member's or Participant's death prior to the commencement of distribution of his Account and the Member's or Participant's vested interest in his Account is payable to more than one individual as Beneficiary, then the balance of the Member's or Participant's vested interest in his Account shall be adjusted by reducing the vested account balance by the amount of the security used to repay the loan, as provided in the preceding sentence, prior to determining the amount of the benefit payable to each such individual.

12.4 Legal Requirements Applicable to Plan Loans

Notwithstanding any other provision of the Plan to the contrary, the following terms and conditions shall apply to any loan made to a Member or Participant under this Article:

- (a) The amount of any loan to a Member or Participant (when added to the outstanding balance of all other loans to the Member or Participant from the Plan or any other plan maintained by an Employer) shall not exceed the lesser of:
 - (i) \$50,000, reduced by the excess, if any, of the highest outstanding balance of any other loan to the Member or Participant from the Plan or any other plan maintained by an Employer during the preceding 12-month period over the outstanding balance of such loans on the date a loan is made hereunder; or
 - (ii) 50% of the vested portions of the Member's or Participant's Account and his vested interest under all other plans maintained by an Employer.
- (b) The term of any loan to a Member or Participant shall be no greater than 5 years, except in the case of a loan used to acquire any dwelling unit which within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence (as defined under Code Section 121) of the Participant.
- (c) Substantially level amortization shall be required over the term of the loan with payments made not less frequently than quarterly. Notwithstanding the foregoing, if so provided in the written guidelines applicable to Plan loans, the amortization schedule may be waived and payments suspended while a Member or Participant is on a leave of absence from employment with an Employer (for periods in which the Member or Participant does not perform military service as described in paragraph (d) below), provided that all of the following requirements are met:

- (i) Such leave is either without pay or at a reduced rate of pay that, after withholding for employment and income taxes, is less than the amount required to be paid under the amortization schedule;
 - (ii) Payments resume after the earlier of (a) the date such leave of absence ends or (b) the one-year anniversary of the date such leave began;
 - (iii) The period during which payments are suspended does not exceed one year;
 - (iv) Payments resume in an amount not less than the amount required under the original amortization schedule; and
 - (v) The waiver of the amortization schedule does not extend the period of the loan beyond the maximum period permitted under this Article.
- (d) If a Member or Participant is absent from employment with an Employer for a period during which he performs services in the uniformed services (as defined in chapter 45 of title 38 of the United States Code), whether or not such services constitute qualified military service, the suspension of payments shall not be taken into account for purposes of applying either paragraph (b) or paragraph (c) of this Section provided that all of the following requirements are met:
- (i) Payments resume upon completion of such military service;
 - (ii) Payments resume in an amount not less than the amount required under the original amortization schedule and continue in such amount until the loan is repaid in full;
 - (iii) Upon resumption, payments are made no less frequently than required under the original amortization schedule and continue under such schedule until the loan is repaid in full; and
 - (iv) The loan is repaid in full, including interest accrued during the period of such military service, no later than the maximum period otherwise permitted under this Article extended by the period of such military service.
- (e) The loan shall be evidenced by a legally enforceable agreement that demonstrates compliance with the provisions of this Section.
- (f) Subject to the requirements of the Service Members Civil Relief Act, the interest rate on any loan to a Member or Participant shall be a reasonable interest rate commensurate with current interest rates charged for loans made under similar circumstances by persons in the business of lending money.

12.5 Administration of Loan Investment Fund

Upon approval of a loan to a Participant, the Multiple Employer Administrator shall direct the Trustee to transfer an amount equal to the loan amount from the Investment Funds in which it is invested, as directed by the Multiple Employer Administrator, to the loan Investment Fund established in the Member's or Participant's name. Any loan approved by the Multiple Employer Administrator shall be made to the Member or Participant out of the Member's or Participant's loan Investment Fund. All principal and interest paid by the Member or Participant on a loan made under this Article shall be deposited to his Account and shall be allocated upon receipt among the Investment Funds in accordance with the Member's or Participant's currently effective investment election. The balance of the Member's or Participant's loan Investment Fund shall be decreased by the amount of principal payments and the loan Investment Fund shall be terminated when the loan has been repaid in full.

12.6 Default

If either (i) a Member or Participant fails to make or cause to be made, any payment required under the terms of the loan within 90 days following the date on which such payment shall become due, unless payment is not made because the Member or Participant is on a leave of absence and the amortization schedule is waived as provided in paragraph (c) or (d) of Section 12.4, or (ii) there is an outstanding principal balance existing on a loan after the last scheduled repayment date (extended as provided in Section 12.4(d), if applicable), the Multiple Employer Administrator shall direct the Trustee to declare the loan to be in default, and the entire unpaid balance of such loan, together with accrued interest, shall be immediately due and payable. In any such event, if such balance and interest thereon is not then paid, the Trustee shall charge the Account of the borrower with the amount of such balance and interest as of the earliest date a distribution may be made from the Plan to the borrower without adversely affecting the tax qualification of the Plan or of the cash or deferred arrangement.

12.7 Deemed Distribution Under Code Section 72(p)

If a Member's or Participant's loan is in default as provided in Section 12.6, the Member or Participant shall be deemed to have received a taxable distribution in the amount of the outstanding loan balance as required under Code Section 72(p), whether or not distribution may actually be made from the Plan without adversely affecting the tax qualification of the Plan; provided, however, that the taxable portion of such deemed distribution shall be reduced in accordance with the provisions of Code Section 72(e) to the extent the deemed distribution is attributable to the Member's or Participant's After-Tax Contributions.

If a Member or Participant is deemed to have received distribution of an outstanding loan balance hereunder, no further loans may be made to such Member or Participant from his Account unless there is a legally enforceable arrangement among the Participant, the

Plan, and the Member's or Participant's employer that repayment of such loan shall be made by payroll withholding.

12.8 Treatment of Outstanding Balance of Loan Deemed Distributed Under Code Section 72(p)

The balance of any loan that is deemed to have been distributed to a Member or Participant hereunder shall cease to be an outstanding loan for purposes of Code Section 72(p) and a Member or Participant shall not be treated as having received a taxable distribution when his Account is offset by such outstanding loan balance as provided in Section 12.6. Any interest that accrues on a loan after it is deemed to have been distributed shall not be treated as an additional loan to the Member or Participant and shall not be included in the Member's or Participant's taxable income as a deemed distribution. Notwithstanding the foregoing, however, unless a Member or Participant repays such loan, with interest, the amount of such loan, with interest thereon calculated as provided in the original loan note, shall continue to be considered an outstanding loan for purposes of determining the maximum permissible amount of any subsequent loan under Section 12.4(a).

If a Member or Participant elects to make payments on a loan after it is deemed to have been distributed hereunder, such payments shall be treated as After-Tax Contributions to the Plan solely for purposes of determining the taxable portion of the Member's or Participant's Account and shall not be treated as After-Tax Contributions for any other Plan purpose, including application of the limitations on contributions applicable under Code Sections 401(m) and 415.

The provisions of this Section regarding treatment of loans that are deemed distributed shall not apply to loans made prior to January 1, 2002, except to the extent provided under the transition rules in Q & A 22(c)(2) of Section 1.72(p)-1 of the Treasury Regulations.

12.9 Special Rules Applicable to Loans

Any loan made hereunder shall be subject to the following rules:

- (a) **Minimum Loan Amount:** A Member or Participant may not request a loan for less than \$1,000.
- (b) **Maximum Number of Outstanding Loans:** Unless otherwise negotiated under the collective bargaining agreement applicable to a Member or Participant or as provided under the applicable benefit plan document, a Member or Participant may not have more than 2 outstanding loans at any time. A Member or Participant with 2 outstanding loans may not apply for another loan until all but one of the existing loans is repaid in full and may not refinance an existing loan or obtain a third loan for the purpose of paying off an existing loan. The provisions of this

paragraph shall not apply to any loans made prior to the effective date of this amendment and restatement or made under the provisions of a prior plan before the date such plan was merged into the Plan; provided, however, that any such loan shall be taken into account in determining whether a Member or Participant may apply for a new loan hereunder.

- (c) **Maximum Period for Principal Residence Loan:** The term of any loan to a Member or Participant that is used to acquire any dwelling unit which within a reasonable period of time is to be used (determined at the time the loan is made) as a principal residence (as defined under Code Section 121) of the Member or Participant shall be no greater than 15 years.
- (d) **Pre-Payment Without Penalty:** A Member or Participant may pre-pay all or any part of the outstanding balance of any loan hereunder prior to the date it is due without penalty.
- (e) **Effect of Termination of Employment:** Upon a Member's or Participant's termination of employment, the balance of any outstanding loan hereunder shall immediately become due and owing.
- (f) **No Roll Over of Loans:** A Member or Participant may not elect to roll over any loan note held pursuant to the provisions of this Article.

12.10 Prior Loans

Notwithstanding any other provision of this Article to the contrary, any loan made under the provisions of the Plan as in effect prior to this amendment and restatement or made under the provisions of a prior plan before the date such plan was merged into the Plan shall be administered in accordance with the provisions of the note reflecting such loan and shall remain outstanding until repaid in accordance with its terms.

**ARTICLE XIII
WITHDRAWALS WHILE EMPLOYED**

13.1 No In-Service Withdrawals

Except as otherwise specifically provided in Article XV, no Member or Participant who is employed by an Employer shall be eligible to withdraw any portion of his Account under the Plan.

**ARTICLE XIV
TERMINATION OF EMPLOYMENT AND SETTLEMENT DATE**

14.1 Termination of Employment and Settlement Date

A Member's or Participant's Settlement Date shall occur on the date he terminates employment with an Employer because of death, disability, retirement, or other termination of employment. Written notice of a Member's or Participant's Settlement Date shall be given by the Multiple Employer Administrator to the Trustee.

14.2 Disposition of Non-Vested Amounts

If a Member or Participant has no vested interest in his Employer Contributions Sub-Account upon the occurrence of his Settlement Date, the non-vested balance in the Member's or Participant's Employer Contributions Sub-Account shall be forfeited and his Employer Contributions Sub-Account closed as of the Member's or Participant's Settlement Date.

Whenever the non-vested balance of a Member's or Participant's Employer Contributions Sub-Account is forfeited during a Plan Year in accordance with the provisions of the preceding paragraph, the amount of such forfeiture shall be applied against the Employer Contribution obligations for any subsequent Contribution Period of the Employer for which the Member or Participant last performed services as a Covered Employee or against Plan expenses, as directed by the Multiple Employer Administrator.

14.3 Re-Crediting of Forfeited Amounts

To the extent required under applicable Federal, State, or local law, or under the provisions of the applicable collective bargaining agreement or benefit plan document, if a former Employee who forfeited the non-vested balance of his Employer Contributions Sub-Account in accordance with the provisions of Section 14.2 is reemployed by an Employer, the forfeited amounts shall be re-credited to a new Employer Contributions Sub-Account in his name, without adjustment for interim gains or losses experienced by the Trust. If such former Employee received a distribution of the vested portion of his Account, he shall not have such forfeited amounts re-credited to a new Employer Contributions Sub-Account unless he repays to the Plan the full amount of such distribution before the end of the 60-day period beginning on the date he is reemployed.

Funds needed in any Plan Year to re-credit the Account of a Member or Participant with the amounts of prior forfeitures in accordance with the preceding sentence shall come first from forfeitures that arise during such Plan Year, and then from Trust income earned in such Plan Year, with each Trust Fund being charged with the amount of such income proportionately, unless an Employer chooses to make an additional Employer

Contribution, and shall finally be provided by an Employer by way of a separate Employer Contribution.

ARTICLE XV DISTRIBUTIONS

15.1 Distributions to Participants

Subject to the provisions of Section 15.4, a Member or Participant whose Settlement Date occurs shall receive distribution of his vested interest in his Account in the form provided under Article XVI beginning as soon as reasonably practicable following his Settlement Date or the date his application for distribution is filed with the Multiple Employer Administrator, if later.

15.2 Partial Distributions to Retired or Terminated Participants

A Member or Participant whose Settlement Date has occurred, but who has not reached his Required Beginning Date may elect to receive distribution of all or any portion of his Account at any time prior to his Required Beginning Date in a cash withdrawal or in any other form provided in Article XVI, subject to any applicable spousal consent requirements.

15.3 Distributions to Beneficiaries

Subject to the provisions of Section 15.4, if a Member or Participant dies prior to his Benefit Payment Date, his Beneficiary shall receive distribution of the Member's or Participant's vested interest in his Account in the form provided under Article XVI beginning as soon as reasonably practicable following the date the Beneficiary's application for distribution is filed with the Multiple Employer Administrator. If distribution is to be made to a Member's or Participant's Spouse, it shall be made available within a reasonable period of time after the Member's or Participant's death that is no less favorable than the period of time applicable to other distributions.

If a Member or Participant dies after the date distribution of his vested interest in his Account begins under this Article, but before his entire vested interest in his Account is distributed, his Beneficiary shall receive distribution of the remainder of the Member's or Participant's vested interest in his Account beginning as soon as reasonably practicable following the Member's or Participant's date of death.

15.4 Code Section 401(a)(9) Requirements

The provisions of this Section take precedence over any inconsistent provision of the Plan; provided, however, that the provisions of this Section are not intended to create additional forms of payment that are not otherwise provided under Article XVI.

All distributions required under this Section shall be determined and made in accordance with Code Section 401(a)(9) and the minimum distribution incidental benefits

requirements of Code Section 401(a)(9)(G). If distribution is made through the purchase of an annuity contract, as provided in Article XVI, the terms of such annuity contract shall satisfy the requirements of Code Section 401(a)(9) and the Treasury Regulations issued thereunder, including the minimum distribution incidental benefits requirements of Code Section 401(a)(9)(G).

- (a) A Member's or Participant's vested interest in his Account shall be distributed, or begin to be distributed to the Member or Participant no later than the Member's or Participant's Required Beginning Date.
- (b) Following the Member's or Participant's Required Beginning Date, the minimum amount that will be distributed for each "distribution calendar year", up to and including the "distribution calendar year" that includes the Member's or Participant's date of death, is the lesser of:
 - (i) the quotient obtained by dividing the Member's or Participant's "mrd account balance" by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q & A-2 of the Treasury Regulations, using the Member's or Participant's age as of the Member's or Participant's birthday in the "distribution calendar year", or
 - (ii) if the Member's or Participant's sole "designated beneficiary" for a "distribution calendar year" is the Member's or Participant's Spouse, the quotient obtained by dividing the Member's or Participant's "mrd account balance" by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9, Q & A-3 of the Treasury Regulations, using the Member's or Participant's and Spouse's attained ages as of the Member's or Participant's and Spouse's birthdays in the "distribution calendar year".
- (c) If a Member or Participant dies on or after his Required Beginning Date, but before his vested interest in his Account has been distributed in full, the remainder of the Member's or Participant's vested Account balance shall be distributed, or begin to be distributed to the Member's or Participant's Beneficiary as soon as reasonably practicable following the Member's or Participant's death.
- (d) The minimum amount that will be distributed to a Member's or Participant's Beneficiary for each "distribution calendar year" following the year in which the Member's or Participant's death occurs is:
 - (i) If the Member's or Participant's Beneficiary is a "designated beneficiary", the quotient obtained by dividing the Member's or Participant's "mrd account balance" by the longer of:
 - (A) the remaining life expectancy of the Participant, calculated using the age of the Member or Participant in the year of death, reduced by one for each subsequent year, or

- (B) the remaining life expectancy of the "designated beneficiary", calculated as provided in (1) or (2) below, as applicable.
 - (1) If the Member's or Participant's Spouse is his sole "designated beneficiary", the Spouse's remaining life expectancy is calculated for each "distribution calendar year" using the surviving Spouse's age as of the Spouse's birthday during that calendar year. For "distribution calendar years" after the year of the surviving Spouse's death, the remaining life expectancy is calculated using the age of the surviving Spouse as of the Spouse's birthday in the calendar year of the Spouse's death, reduced by one for each subsequent year.
 - (2) If the Member's or Participant's Spouse is not the sole "designated beneficiary", the "designated beneficiary's" remaining life expectancy is calculated for each "distribution calendar year" using his age in the calendar year following the Member's or Participant's death, reduced by one for each subsequent year.
- (ii) If the Member's or Participant's Beneficiary is not a "designated beneficiary" (determined as of September 30 of the calendar year following the year of the Member's or Participant's death), the quotient obtained by dividing the Member's or Participant's "mrd account balance" by the Member's or Participant's remaining life expectancy calculated using the age of the Member or Participant in the calendar year of death, reduced by one for each subsequent year.
- (iii) Minimum distribution amounts shall be determined using the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations and the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury Regulations.
- (e) If a Member or Participant dies before his Required Beginning Date and before his vested interest in his Account has been distributed in full, the Member's or Participant's vested Account balance shall be distributed or begin to be distributed as provided below:
 - (i) If distribution is to be made in a single sum payment, distribution shall be made no later than December 31 of the calendar year containing the 5th anniversary of the Member's or Participant's death; provided, however, that if the Member's or Participant's Spouse is his sole "designated beneficiary" with respect to all or any portion of the Member's or Participant's vested Account, the Spouse may elect to postpone payment

until December 31 of the calendar year in which the Member or Participant would have attained age 70 1/2, if later. The Spouse's election to defer payment must be made no later than September 30 of the calendar year that contains the 5th anniversary of the Member's or Participant's death. If a Member's or Participant's "designated beneficiary" does not wish to receive payment in a single sum, but would prefer to receive minimum payments as provided in the following paragraph, the Member's or Participant's "designated beneficiary" must notify the Multiple Employer Administrator of his election no later than September 30 of the calendar year following the calendar year of the Member's or Participant's death; provided, however, that if the Member's or Participant's Spouse is his sole "designated beneficiary" with respect to all or any portion of the Member's or Participant's vested Account, the Spouse must notify the Multiple Employer Administrator of her election no later than September 30 of the calendar year in which minimum distributions would be required to commence to the Member's or Participant's Spouse under this Section or, if earlier, September 30 of the calendar year that contains the 5th anniversary of the Member's or Participant's death.

- (ii) If distribution is to be made to a Member's or Participant's "designated beneficiary" in a form other than a single sum payment, distribution shall be made in accordance with the following requirements:
 - (A) Distribution shall commence to the Member's or Participant's "designated beneficiary" no later than December 31 of the calendar year following the calendar year of the Member's or Participant's death; provided, however, that if the Member's or Participant's Spouse is his sole "designated beneficiary" with respect to all or any portion of the Member's or Participant's vested Account, the Spouse may elect to postpone commencement until December 31 of the calendar year in which the Member or Participant would have attained age 70 1/2, if later. The Spouse's election to defer payment must be made no later than September 30 of the calendar year following the calendar year of the Member's or Participant's death.
 - (B) The minimum amount that will be distributed to the "designated beneficiary" for each "distribution calendar year" during the "designated beneficiary's" lifetime is the quotient obtained by dividing the Member's or Participant's "mrd account balance" by the "designated beneficiary's" remaining life expectancy.
 - (C) The "designated beneficiary's" remaining life expectancy is determined for the first "distribution calendar year" using the Single Life Table in Section 1.401(a)(9)-9, Q & A-1 of the

Treasury Regulations, and the "designated beneficiary's" age as of his or her birthday in the calendar year immediately following the calendar year of the Member's or Participant's death. In subsequent "distribution calendar years," the "designated beneficiary's" remaining life expectancy is determined as follows:

- (1) If the Member's or Participant's Spouse is not the Member's or Participant's sole "designated beneficiary," the "life expectancy" determined above is reduced by one for each calendar year that has elapsed after the calendar year immediately following the calendar year of the Member's or Participant's death.
 - (2) If the Member's or Participant's surviving Spouse is the Member's or Participant's sole "designated beneficiary," the "designated beneficiary's" remaining "life expectancy" shall be re-determined for each subsequent "distribution calendar year" using the Single Life Table in Section 1.401(a)(9)-9 of the Treasury Regulations, and the "designated beneficiary's" age as of the "designated beneficiary's" birthday in the "distribution calendar year."
- (iii) A Member's or Participant's Spouse qualifies as the Member's or Participant's sole "designated beneficiary" if she is entitled to the Member's or Participant's entire vested interest in his Account or his entire vested interest in a segregated portion of the Member's or Participant's Account and no other "designated beneficiary" is entitled to any portion of that interest unless the Spouse dies prior to receiving full distribution of that interest.
- (iv) If the Member's or Participant's Spouse is a sole "designated beneficiary" with respect to all or any portion of the Member's or Participant's interest and the Spouse dies after the Member or Participant but before distributions to the Spouse begin, the rules described above shall be applied with respect to the interest for which the Spouse was the sole "designated beneficiary," substituting the date of the Spouse's death for the date of the Member's or Participant's death.
- (v) If there is no "designated beneficiary" as of September 30 of the calendar year following the calendar year of the Member's or Participant's death, the Member's or Participant's entire interest will be distributed by December 31 of the calendar year containing the 5th anniversary of the Member's or Participant's death.
- (f) For purposes of this Section the following terms have the following meanings:

- (i) A Member's or Participant's "**designated beneficiary**" means the individual who is the Member's or Participant's Beneficiary under Article XVII of the Plan and is the designated beneficiary under Code Section 401(a)(9) and Treasury Regulations Section 1.401(a)(9)-4.
- (ii) A "**distribution calendar year**" means a calendar year for which a minimum payment is required. The first year for which a minimum payment is required depends on whether distribution begins before or after the Member's or Participant's death. If distribution begins before the Member's or Participant's death, the first "distribution calendar year" is the calendar year immediately preceding the calendar year that contains the Member's or Participant's Required Beginning Date. If distribution begins after the Member's or Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under paragraph (c) of this Section.

The required minimum payment for the Member's or Participant's first "distribution calendar year" must be made on or before the Member's or Participant's Required Beginning Date. The required minimum payment for other "distribution calendar years," including the required minimum payment for the "distribution calendar year" in which the Member's or Participant's Required Beginning Date occurs, must be made on or before December 31 of that "distribution calendar year."

- (iii) A Member's or Participant's "**nrd account balance**" means the Member's or Participant's Account balance as of the last Valuation Date in the calendar year immediately preceding the "distribution calendar year" (the "valuation calendar year"), adjusted as follows:
 - (A) Such Account balance shall be increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the "valuation calendar year" after the Valuation Date.
 - (B) Such Account balance shall be decreased by distributions made in the "valuation calendar year" after the Valuation Date.

The Account balance for the "valuation calendar year" includes any amounts rolled over or transferred to the Plan either in the "valuation calendar year" or in the "distribution calendar year" if distributed or transferred in the "valuation calendar year."

15.5 Cash Outs

Notwithstanding any other provision of the Plan to the contrary, if a Member's or Participant's vested interest in his Account does not exceed \$5,000, distribution of such vested interest shall be made to the Member or Participant in a single sum payment or through a direct rollover, as described in Article XVI, as soon as reasonably practicable following his Settlement Date.

If a Member or Participant has no vested interest in his Account on his Settlement Date, he shall be deemed to have received distribution of such vested interest on his Settlement Date.

15.6 Automatic Rollover of Mandatory Distributions

If distribution of a Member's or Participant's vested interest is to be made to a Member or Participant as provided in the preceding Section before the later of the Member's or Participant's Normal Retirement Date or the date the Member or Participant attains age 62, and the amount of such vested interest exceeds \$1,000, distribution of such vested interest shall be made through a direct rollover to an individual retirement plan selected by the Multiple Employer Administrator, unless the Member or Participant affirmatively elects distribution in a single sum payment or through a direct rollover to an "eligible retirement plan" (as defined in Code Section 402(c)(8)(B), modified as provided in Code Section 401(a)(31)(E)) specified by the Participant. Any distribution made to a Member's or Participant's surviving Spouse or other Beneficiary or to an alternate payee under a qualified domestic relations order shall not be subject to the automatic rollover provisions described in the preceding sentence.

15.7 Reemployment

If a Member or Participant whose Settlement Date has occurred is reemployed by an Employer, he shall lose his right to any distribution or further distributions from the Trust arising from his prior Settlement Date and his interest in the Trust shall thereafter be treated in the same manner as that of any other Member or Participant whose Settlement Date has not occurred.

15.8 Restrictions on Alienation

Except as provided in Code Section 401(a)(13) (relating to qualified domestic relations orders), Treasury Regulations Section 1.401(a)-13(b)(2) (relating to Federal tax levies and judgments), or as otherwise required by law, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either at law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other

legal or equitable process, or in any way encumber his benefits under the Plan, or any part thereof, and any attempt to do so shall be void.

15.9 Facility of Payment

If the Multiple Employer Administrator finds that any individual to whom an amount is payable hereunder is incapable of attending to his financial affairs because of any mental or physical condition, including the infirmities of advanced age, such amount may, in the discretion of the Multiple Employer Administrator, be paid to such individual's court appointed guardian or to another person with a valid power of attorney. The Trustee shall make such payment only upon receipt of written instructions to such effect from the Multiple Employer Administrator. Any such payment shall be charged to the Account from which the payment would otherwise have been paid to the individual found incapable of attending to his financial affairs and shall be a complete discharge of any liability therefor under the Plan.

If distribution is to be made to a minor Beneficiary, the Multiple Employer Administrator may, in its discretion, pay the amount to a duly qualified guardian or other legal representative, to an adult relative under the applicable state Uniform Gifts to Minors Act, as custodian, or to a trust that has been established for the benefit of the minor. Any such payment shall be charged to the Account from which the payment would otherwise have been paid to the minor and shall be a complete discharge of any liability therefor under the Plan.

15.10 Inability to Locate Payee and Non-Negotiated Checks

If any benefit becomes payable to any person, or to the executor or administrator of any deceased person, and if that person or his executor or administrator does not present himself to the Multiple Employer Administrator within a reasonable period after the Multiple Employer Administrator mails written notice of his eligibility to receive a distribution hereunder to his last known address and makes such other diligent effort to locate the person as the Multiple Employer Administrator determines, such as providing a distribution notice to the lost Member or Participant at his/her last known address by certified mail or use of a commercial locator service, the internet or other general search method, that benefit will be forfeited. However, if the payee later files a claim for that benefit, the benefit will be restored.

If a distribution check has been issued and is outstanding for more than 180 days and the Multiple Employer Administrator has been unable to locate the payee after diligent efforts have been made to do so, then except as specifically directed by the Multiple Employer Administrator, the amount of the check shall be re-deposited to the Plan and forfeited. However, if the payee is subsequently located, the check amount will be restored to an Account established on the payee's behalf, without adjustment for investment gains or losses since the date of issuance.

Any amount forfeited under this Section shall be applied against the Employers' contribution obligations for any subsequent Contribution Period or against Plan expenses, as directed by the Multiple Employer Administrator. Notwithstanding the foregoing, however, if forfeitures that occurred during the prior Plan Year remain after all contribution obligations for the current Plan Year have been satisfied, and there are no Plan expenses to which such forfeitures can be applied, the remaining forfeitures shall be allocated among Member's or Participants' Accounts as directed by the Multiple Employer Administrator.

15.11 Distribution Pursuant to Qualified Domestic Relations Orders

Notwithstanding any other provision of the Plan to the contrary, if a qualified domestic relations order so provides, distribution may be made to an alternate payee pursuant to a qualified domestic relations order, as defined in Code Section 414(p), regardless of whether the Member's or Participant's Settlement Date has occurred or whether the Member or Participant is otherwise entitled to receive a distribution under the Plan.

**ARTICLE XVI
FORM OF PAYMENT**

16.1 Normal Form of Payment

Subject to the provisions of Chapter 141 of the Wayne County Code of Ordinances, Retirement, unless a Member or Participant (or his Beneficiary, if the Member or Participant dies before his Benefit Commencement Date) elects an optional form of payment, distribution shall be made to the Member or Participant (or his Beneficiary, if applicable) in a single sum payment.

16.2 Optional Forms of Payment

Subject to the provisions of Chapter 141 of the Wayne County Code of Ordinances, Retirement, a Member or Participant (or his Beneficiary, if the Member or Participant dies before his Benefit Commencement Date) may elect to receive distribution of his Account in one of the following optional forms of payment:

- (a) Installment Payments - Distribution shall be made in a series of monthly, quarterly, annual, or semi-annual installments over a specified period. Payments hereunder must satisfy the distribution requirements described in Section 15.4. Each installment shall be equal in amount except as necessary to adjust for any changes in the value of the Member's or Participant's Account unless the Member or Participant elects a modified distribution schedule.
- (b) Annuity Contract - Distribution shall be made through the purchase of a single premium, nontransferable annuity contract that provides for payment in one of the annuity options provided under Wayne County Code of Ordinances, Retirement Section 141-31. The terms of any annuity contract purchased hereunder and distributed to a Member or Participant or his Beneficiary shall comply with the requirements of the Plan.
- (c) Other Forms – Distribution may be made under any other form that the Multiple Employer Administrator may offer from time to time.

An active Member or Participant (or the Beneficiary of a Member or Participant who dies while an active Participant) may elect to have his interest in the Plan transferred to the Wayne County Defined Benefit Plan to be paid out in accordance with the provisions of that plan; provided, however, that payment from such defined benefit plan shall be made in accordance with the provisions of Code Section 401(a)(9).

16.3 Change of Election

A Member or Participant (or his Beneficiary, if the Member or Participant dies before his Benefit Commencement Date) who has elected an optional form of payment may revoke

or change his election at any time prior to his Benefit Payment Date by filing his election with the Multiple Employer Administrator in the form prescribed by the Multiple Employer Administrator. There is no limit on the number of elections or revocations a Member or Participant (or his Beneficiary, if applicable) may make prior to his Benefit Payment Date. Once the Benefit Payment Date occurs, a Member or Participant (or his Beneficiary, if applicable) may not change his form of payment election.

16.4 Direct Rollover

Notwithstanding any other provision of the Plan to the contrary, in lieu of receiving distribution in a form of payment provided under this Article, a "qualified distributee" may elect in writing, in accordance with rules prescribed by the Multiple Employer Administrator, to have a portion or all of any "eligible rollover distribution" paid directly by the Plan to the "eligible retirement plan" designated by the "qualified distributee". Any such payment by the Plan to another "eligible retirement plan" shall be a direct rollover.

Notwithstanding the foregoing, a "qualified distributee" may not elect a direct rollover with respect to an "eligible rollover distribution" if the total value of the "eligible rollover distributions" expected to be made to the "qualified distributee" for the year is less than \$200 or with respect to a portion of an "eligible rollover distribution" if the value of such portion is less than \$500.

For purposes of this Section, the following terms have the following meanings:

- (a) An "eligible retirement plan" means any of the following: (i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a) that accepts rollovers, (iv) a qualified trust described in Code Section 401(a) that accepts rollovers, (v) an annuity contract described in Code Section 403(b) that accepts rollovers, (vi) an eligible plan under Code Section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and that agrees to separately account for amounts transferred into such plan from the Plan, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made prior to January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B). Notwithstanding the foregoing, the portion of a Member's or Participant's "eligible rollover distribution" that consists of his After-Tax Contributions may only be transferred (A) to an individual retirement account or annuity described in Code Section 408(a) or (b) or (B) to a qualified plan described in Code Section 401(a) or 403(a) or a retirement annuity described in Code Section 403(b); provided that a plan or annuity described in (B) agrees to separately account for such contributions, including separate accounting for the portion of such "eligible rollover distribution" that is includible in income and the portion that is not includible in income.

Notwithstanding the foregoing, effective for distributions made in Plan Years beginning after December 31, 2009, an "eligible retirement plan" with respect to a "qualified distributee" other than the Participant, the Member's or Participant's Spouse, or the Member's or Participant's former Spouse means either an individual retirement account described in Code Section 408(a) or an individual retirement annuity described in Code Section 408(b) (including for distributions made on or after January 1, 2009 any such individual retirement account or annuity designated as a Roth IRA pursuant to Code Section 408A) (an "IRA"). Such IRA must be treated as an IRA inherited from the deceased Member or Participant by the "qualified distributee" and must be established in a manner that identifies it as such.

- (b) An "eligible rollover distribution" means any distribution of all or any portion of the balance of a Member's or Participant's Account; provided, however, that an eligible rollover distribution does not include the following:
 - (i) any distribution to the extent such distribution is required under Code Section 401(a)(9).
 - (ii) any distribution that is one of a series of substantially equal periodic payments made not less frequently than annually for the life or life expectancy of the "qualified distributee" or the joint lives or life expectancies of the "qualified distributee" and the "qualified distributee's" designated beneficiary, or for a specified period of 10 years or more.
- (c) A "qualified distributee" means a Participant, his surviving Spouse, or his Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). Notwithstanding the foregoing, effective for distributions made in Plan Years beginning after December 31, 2009, a "qualified distributee" includes a Member's or Participant's non-spouse Beneficiary who is his designated beneficiary within the meaning of Code Section 401(a)(9)(E).

16.5 Notice Regarding Forms of Payment

The Multiple Employer Administrator shall provide each Member or Participant with a written explanation of the forms of payment available under the Plan and his right to make a direct rollover if he elects a form of payment that is an "eligible rollover distribution." The Multiple Employer Administrator shall provide such explanation within the 60-day period ending 30 days before the Member's or Participant's Benefit Payment Date. Notwithstanding the foregoing, distribution of the Member's or Participant's Account may commence fewer than 30 days after such explanation is provided to the Member or Participant if (i) the Multiple Employer Administrator clearly informs the Member or Participant of his right to consider his election of whether or not to make a direct rollover for a period of at least 30 days following his receipt of the

explanation, (ii) the Participant, after receiving the explanation, affirmatively elects an early distribution, (iii) the Member or Participant may revoke his election at any time prior to the later of his Benefit Payment Date or the expiration of the 7-day period beginning the day after the date the explanation is provided to him, and (iv) distribution does not commence to the Member or Participant before such revocation period ends.

16.6 Reemployment

If a Member or Participant is reemployed by an Employer prior to receiving distribution of the entire balance of his vested interest in his Account, his prior election of a form of payment hereunder shall become ineffective. Notwithstanding the foregoing, if a Member or Participant had elected to receive distribution through the purchase of an annuity contract that provides for payment over his life, the automatic annuity and Qualified Preretirement Survivor Annuity requirements described in this Article shall continue to apply to that portion of his Account attributable to his prior employment.

16.7 In-Kind Distribution From Self-Directed Brokerage Account

Notwithstanding any other provision of the Plan to the contrary, a Member or Participant may elect to receive distribution of that portion of his Account that is invested through a self-directed brokerage account in kind.

**ARTICLE XVII
BENEFICIARIES**

17.1 Designation of Beneficiary

The Beneficiary of a Member or Participant who does not have a Spouse shall be the person or persons designated by such Member or Participant in accordance with rules prescribed by the Multiple Employer Administrator. The Beneficiary of a Member or Participant who has a Spouse shall be his Spouse, unless the Member or Participant designates a person or persons other than his Spouse as Beneficiary with the written consent of his Spouse. For purposes of this Section, a Member or Participant shall be treated as not having a Spouse and such Spouse's consent shall not be required if the Member or Participant does not have a Spouse on his Benefit Payment Date.

If no Beneficiary has been designated pursuant to the provisions of this Section, or if no Beneficiary survives the Member or Participant and he has no surviving Spouse, then the Beneficiary under the Plan shall be determined under Probate. If a Beneficiary dies after becoming entitled to receive a distribution under the Plan but before distribution is made to him in full, and if the Member or Participant has not designated another Beneficiary to receive the balance of the distribution in that event, the estate of the deceased Beneficiary shall be the Beneficiary as to the balance of the distribution.

17.2 Revocation of Beneficiary Designation Upon Divorce

Notwithstanding any other provision of this Article XVII to the contrary, if a Member or Participant designates his or her Spouse as Beneficiary under the Plan, such designation shall automatically become null and void as of the date of any final divorce or similar decree or order unless either (i) the Member or Participant re-designates such former Spouse as his or her Beneficiary after the date of the final decree or order or (ii) such former Spouse is designated as the Member's or Participant's Beneficiary under a qualified domestic relations order; provided, however, that such former Spouse shall be the Member's or Participant's Beneficiary under this clause (ii) only to the extent required in accordance with the qualified domestic relations order.

ARTICLE XVIII ADMINISTRATION

18.1 Authority of the Multiple Employer Administrator

The Multiple Employer Administrator, which shall be the plan administrator for purposes of the Code, shall be responsible for the administration of the Plan and, in addition to the powers and authorities expressly conferred upon it in the Plan, shall have all such powers and authorities as may be necessary to carry out the provisions of the Plan, including the power and authority to interpret and construe the provisions of the Plan, to make benefit determinations, and to resolve any disputes which arise under the Plan. The Multiple Employer Administrator may employ such attorneys, agents, and accountants as it may deem necessary or advisable to assist in carrying out its duties hereunder. The Multiple Employer Administrator may:

- (a) allocate any of the powers, authority, or responsibilities for the operation and administration of the Plan, which are retained by it or granted to it by this Article, to the Trustee; and
- (b) designate a person or persons other than an Employer to carry out any of such powers, authority, or responsibilities;

except that no power, authority, or responsibility of the Trustee shall be subject to the provisions of paragraph (b) of this Section, and except that no allocation or delegation by the Multiple Employer Administrator of any of its powers, authority, or responsibilities to the Trustee shall become effective unless such allocation or delegation shall first be accepted by the Trustee in a writing signed by it and delivered to the Multiple Employer Administrator.

18.2 Discretionary Authority

In carrying out its duties under the Plan, including making benefit determinations, interpreting or construing the provisions of the Plan, making factual determinations, and resolving disputes, the Multiple Employer Administrator (or any individual or entity to whom authority has been delegated in accordance with Section 18.1) shall have absolute discretionary authority. The decision of the Multiple Employer Administrator (or any individual or entity to whom authority has been delegated in accordance with Section 18.1) shall be final and binding on all persons and entitled to the maximum deference allowed by law.

18.3 Action of the Multiple Employer Administrator

Any act authorized, permitted, or required to be taken under the Plan by the Multiple Employer Administrator and which has not been delegated in accordance with Section 18.1, may be taken by a majority of the members of the, either by vote at a meeting, or in

writing without a meeting, or by the member or member designated by the commission to carry out such acts on behalf of the Multiple Employer Administrator. All notices, advice, directions, certifications, approvals, and instructions required or authorized to be given by the Multiple Employer Administrator under the Plan shall be in writing and signed by either (i) a majority of the members of the commission or (ii) by such member or members as may be designated by an instrument in writing, signed by all the members thereof, as having authority to execute such documents on its behalf.

18.4 Claims Review Procedure

The Multiple Employer Administrator may establish a claims review procedure to apply whenever a claim for benefits under the Plan is filed by any person (referred to in this Section as the "claimant") and is denied, in whole or in part. The claims review procedure established by the Multiple Employer Administrator shall also control whenever a claimant seeks a remedy under any provision of the Code or other applicable law in connection with any error regarding his benefit under the Plan and such claim is denied, in whole or in part. The claims review procedures established by the Multiple Employer Administrator shall not control to the extent the provisions of any applicable collective bargaining agreement or benefit plan document provide another method of resolving such claims under the Plan.

18.5 Exhaustion of Remedies

No civil action for benefits under the Plan shall be brought unless and until the aggrieved person has:

- (a) submitted a timely claim for benefits in accordance with the provisions of the Plan;
- (b) been notified by the Multiple Employer Administrator that the claim has been denied (or such claim is deemed denied);
- (c) filed a written request for a review of the claim in accordance with the claims procedures established by an Employer or effective under any applicable collective bargaining agreement or benefit plan document, as applicable;
- (d) been notified in writing of an adverse benefit determination on review; and
- (e) filed the civil action within one year of the date he receives a final adverse determination of his claim on review.

18.6 Grounds for Judicial Review

Any civil action by an aggrieved person shall be based solely on the contentions advanced by the aggrieved person in the administrative review process and the judicial

review will be limited to the Plan document and the record developed during the administrative review process.

18.7 Qualified Domestic Relations Orders

The Multiple Employer Administrator shall establish reasonable procedures to determine the status of domestic relations orders and to administer distributions under domestic relations orders which are deemed to be qualified orders. Such procedures shall be in writing and shall comply with the provisions of Code Section 414(p) and regulations issued thereunder.

18.8 Correction of Erroneous Payments and Overpayments

If payment is made from the Plan to any individual to whom no payment should have been made or the amount paid to an individual exceeds the amount to which such individual is entitled under the Plan, the Plan has an equitable lien on the erroneous payment or the overpayment. The Administrator may correct the erroneous payment or the overpayment using any one or a combination of the following methods:

- (a) The Administrator may offset, set off, or obtain restitution of all or any part of future payments from the Plan to the individual until the erroneous payment or the overpayment is entirely recouped by the Plan.
- (b) The Administrator may request the individual to repay to the Plan the amount of the erroneous payment or the overpayment and, if repayment is not made voluntarily, take any action deemed by the Administrator to be reasonable and necessary to compel repayment, including, but not limited to, instituting legal proceedings against the individual.
- (c) If permitted by the Plan Sponsor, the Administrator may take any reasonable action, including applying forfeitures that would otherwise offset Plan expenses or the Employers' contributions as a correction to make the Plan whole as to any erroneous payment or overpayment.
- (d) The Administrator may take appropriate action in accordance with the provisions of Section 21.20.

18.9 Indemnification

In addition to whatever rights of indemnification the members of the commission may be entitled under Federal, State, or local law or under any other agreement, an Employer shall satisfy any liability actually and reasonably incurred by any such person or persons, including expenses, attorneys' fees, judgments, fines, and amounts paid in settlement (other than amounts paid in settlement not approved by an Employer), in connection with any threatened, pending or completed action, suit, or proceeding which is related to the exercising or failure to exercise by such person or persons of any of the powers,

authority, responsibilities, or discretion as provided under the Plan, or reasonably believed by such person or persons to be provided hereunder, and any action taken by such person or persons in connection therewith, unless the same is judicially determined to be the result of such person's or persons' gross negligence or willful misconduct.

18.10 Actions Binding

Subject to the provisions of Section 18.4, any action taken by the Multiple Employer Administrator which is authorized, permitted, or required under the Plan shall be final and binding upon the Multiple Employer Administrator, an Employer, the Trustee, all persons who have or who claim an interest under the Plan, and all third parties dealing with the Multiple Employer Administrator or the Trustee.

**ARTICLE XIX
AMENDMENT AND TERMINATION**

19.1 Amendment

Subject to the provisions of applicable Federal, State or local law, an Employer may at any time and from time to time, by action in accordance with the requirements of its organizational authority, amend the Plan, either prospectively or retroactively. Any such amendment shall be by written instrument executed by an Employer.

19.2 Termination

The Employers reserve the right, by action in accordance with the requirements of their organizational authority, to terminate the Plan at any time (the effective date of such termination being hereinafter referred to as the "termination date"). Upon any such termination of the Plan, the following actions shall be taken for the benefit of Participants and Beneficiaries:

- (a) As of the termination date, each Investment Fund shall be valued and all Accounts and Sub-Accounts shall be adjusted in the manner provided in Article XI, with any unallocated contributions or forfeitures being allocated as of the termination date in the manner otherwise provided in the Plan. The termination date shall become a Valuation Date for purposes of Article XI. In determining the net worth of the Trust, there shall be included as a liability such amounts as shall be necessary to pay all expenses in connection with the termination of the Trust and the liquidation and distribution of the property of the Trust, as well as other expenses, whether or not accrued, and shall include as an asset all accrued income.
- (b) All Accounts shall then be disposed of to or for the benefit of each Member or Participant or Beneficiary in accordance with the provisions of Article XV as if the termination date were his Settlement Date; provided, however, that notwithstanding the provisions of Article XV, if the Plan does not offer an annuity option and an Employer does not establish or maintain another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7)), the Member's or Participant's written consent to the commencement of distribution shall not be required regardless of the value of the vested portions of his Account.

Notwithstanding anything to the contrary contained in the Plan, upon any such Plan termination, the vested interest of each Member or Participant and Beneficiary in his Employer Contributions Sub-Account shall be 100%; and, if there is a partial termination of the Plan, the vested interest of each Member or Participant and Beneficiary who is affected by the partial termination in his Employer Contributions Sub-Account shall be

100%. For purposes of the preceding sentence only, the Plan shall be deemed to terminate automatically if there shall be a complete discontinuance of contributions hereunder by the Employers.

19.3 Inability to Locate Payee on Plan Termination

If distribution of a Member's or Participant's Account is to be made to the Participant, his Beneficiary, or an alternate payee under a qualified domestic relations order (a "payee") on account of the termination of the Plan, and such payee does not present himself to the Multiple Employer Administrator within a reasonable period after the Multiple Employer Administrator mails written notice of his eligibility to receive a distribution hereunder to his last known address and makes such other diligent effort to locate the person as the Multiple Employer Administrator determines, distribution of such Account shall be made at the direction of the Multiple Employer Administrator through a direct rollover to an individual retirement plan established on behalf of the payee with a provider selected by the Multiple Employer Administrator, purchase of an annuity contract on behalf of the payee, or transfer to another "eligible retirement plan", as defined in Section 16.4.

ARTICLE XX
ADOPTION BY OTHER ENTITIES

20.1 Adoption

A governmental entity may become an Employer hereunder if coverage is extended to such entity under Chapter 141 of the Wayne County Code of Ordinances, Retirement.

20.2 Effective Plan Provisions

An Employer to which coverage is extended shall be bound by the provisions of the Plan in effect at the time of the adoption and as subsequently in effect because of any amendment to the Plan.

**ARTICLE XXI
MISCELLANEOUS PROVISIONS**

21.1 No Commitment as to Employment

Nothing contained herein shall be construed as a commitment or agreement upon the part of any person to continue his employment with the Employers, or as a commitment on the part of the Employer to continue the employment, compensation, or benefits of any person for any period.

21.2 Benefits

Nothing in the Plan nor the Trust Agreement shall be construed to confer any right or claim upon any person, firm, or corporation other than the Employers, the Trustee, Participants, and Beneficiaries.

21.3 No Guarantees

The Employers, the Multiple Employer Administrator, and the Trustee do not guarantee the Trust from loss or depreciation, nor do they guarantee the payment of any amount which may become due to any person hereunder.

21.4 Expenses

The expenses of operation and administration of the Plan, including the expenses of the Multiple Employer Administrator and fees of the Trustee, shall be paid from the Trust, unless the Employers elect to make payment. To the extent paid from the Trust, administrative expenses shall be paid first from any forfeitures or, if elected by the Multiple Employer Administrator, from an "Expense Reimbursement Account", as described below. Any remaining expenses may be allocated among Participants' Accounts.

Before allocating Member or Participant forfeitures to pay Plan expenses, the Multiple Employer Administrator may use assets of the Plan held under any "Expense Reimbursement Account" to pay outstanding expenses as they may occur from time to time. An Expense Reimbursement Account may contain assets provided to the Plan by a plan service provider and amounts deducted from Accounts at the direction of the Employers and transferred to such Account, and shall be used only to pay reasonable and necessary expenses of Plan administration. For the purpose of applying forfeitures to pay Plan expenses, the time period for evaluating whether there are any outstanding Plan expenses to be satisfied prior to applying forfeitures against Employer Contributions, if provided in accordance with the Sections of the Plan governing the treatment of forfeited amounts, shall be based on the designated Contribution Period of the applicable Employer Contributions.

Notwithstanding the foregoing, the costs incident to the management of the assets of an Investment Fund or to the purchase or sale of securities held in an Investment fund shall be allocable to Accounts invested in such Investment Fund and administrative expenses that are allocable to the Account of a specific Member or Participant shall be paid from that Account, unless the Employers elect to make payment.

21.5 Precedent

Except as otherwise specifically provided, no action taken in accordance with the Plan shall be construed or relied upon as a precedent for similar action under similar circumstances.

21.6 Duty to Furnish Information

The Employers, the Multiple Employer Administrator, and the Trustee shall furnish to any of the others any documents, reports, returns, statements, or other information that the other reasonably deems necessary to perform its duties hereunder or otherwise imposed by law.

21.7 Merger, Consolidation, or Transfer of Plan Assets

The Plan shall not be merged or consolidated with any other plan, nor shall any of its assets or liabilities be transferred to another plan, unless, immediately after such merger, consolidation, or transfer of assets or liabilities, each Member or Participant in the Plan would receive a benefit under the Plan which is at least equal to the benefit he would have received immediately prior to such merger, consolidation, or transfer of assets or liabilities (assuming in each instance that the Plan had then terminated).

21.8 Condition on Employer Contributions

Notwithstanding anything to the contrary contained in the Plan or the Trust Agreement, any contribution of the Employers hereunder is conditioned upon the continued qualification of the Plan under Code Section 401(a). Except as otherwise provided in this Section and Section 21.9, however, in no event shall any portion of the property of the Trust ever revert to or otherwise inure to the benefit of the Employers.

21.9 Return of Contributions to an Employer

Notwithstanding any other provision of the Plan or the Trust Agreement to the contrary, in the event any contribution of an Employer is made under a mistake of fact, such contribution may be returned to an Employer within one year after the payment of the contribution.

21.10 Validity of Plan

The validity of the Plan shall be determined and the Plan shall be construed and interpreted in accordance with the laws of the State of Michigan, except as preempted by applicable Federal law. The invalidity or illegality of any provision of the Plan shall not affect the legality or validity of any other part thereof.

21.11 Trust Agreement

The Trust Agreement and the Trust maintained thereunder shall be deemed to be a part of the Plan as if fully set forth herein and the provisions of the Trust Agreement are hereby incorporated by reference into the Plan.

21.12 Parties Bound

The Plan shall be binding upon the Employers, all Participants and Beneficiaries hereunder, and, as the case may be, the heirs, executors, administrators, successors, and assigns of each of them.

21.13 Application of Certain Plan Provisions

For purposes of the general administrative provisions and limitations of the Plan, a Member's or Participant's Beneficiary or alternate payee under a qualified domestic relations order shall be treated as any other person entitled to receive benefits under the Plan. Upon any termination of the Plan, any such Beneficiary or alternate payee under a qualified domestic relations order who has an interest under the Plan at the time of such termination, which does not cease by reason thereof, shall be deemed to be a Member or Participant for all purposes of the Plan. A Member's or Participant's Beneficiary, if the Member or Participant has died, or alternate payee under a qualified domestic relations order shall be treated as a Member or Participant for purposes of directing investments as provided in Article X.

21.14 Merged Plans

In the event another defined contribution plan (the "merged plan") is merged into and made a part of the Plan, each Employee who was eligible to participate in the "merged plan" immediately prior to the merger shall become an Eligible Employee on the date of the merger. In no event shall a Member's or Participant's vested interest in his Sub-Account attributable to amounts transferred to the Plan from the "merged plan" (his "transferee Sub-Account") on and after the merger be less than his vested interest in his account under the "merged plan" immediately prior to the merger. Notwithstanding any other provision of the Plan to the contrary, a Member's or Participant's service credited for vesting purposes under the "merged plan" as of the merger, if any, shall be included as Vesting Service under the Plan. Special provisions applicable to a Member's or

Participant's "transferee Sub-Account", if any, shall be specifically reflected in the Plan or in an Addendum to the Plan.

21.15 Transferred Funds

If funds from another qualified plan are transferred or merged into the Plan, such funds shall be held and administered in accordance with any restrictions applicable to them under such other plan to the extent required by law and shall be accounted for separately to the extent necessary to accomplish the foregoing.

21.16 Special Rules Applicable to Employees Absent on Military Leave

Notwithstanding any other provision of the Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u) and Wayne County Code of Ordinances, Retirement, Section 141-6. Any contributions required to be made in accordance with this Section shall be contributed to the Plan within the time period prescribed under applicable regulations or other guidance. Any Employer Contributions required to be made because of After-Tax Contributions made by a Member or Participant in accordance with the provisions of Code Section 414(u), shall be contributed to the Plan as soon as administratively practicable after the date on which the Member's or Participant's contributions are paid to the Plan. The Multiple Employer Administrator shall notify the Trustee of any Member or Participant with respect to whom additional contributions are made because of qualified military service.

If a Member or Participant who is absent from employment as a Covered Employee because of military service dies after December 31, 2006, while performing qualified military service (as defined in Code Section 414(u)), the Member or Participant shall be treated as having returned to employment as a Covered Employee on the day immediately preceding his death for purposes of determining the Member's or Participant's vested interest in his Account and his Beneficiary's eligibility for a death benefit under the Plan. Notwithstanding the foregoing, such a Member or Participant shall not be entitled to additional contributions with respect to his period of military leave.

21.17 Delivery of Cash Amounts

To the extent that the Plan requires the Employers to deliver cash amounts to the Trustee, such delivery may be made through any means acceptable to the Trustee, including wire transfer.

21.18 Written Communications

Any communication among the Employers, the Multiple Employer Administrator, and the Trustee that is stipulated under the Plan to be made in writing may be made in any

medium that is acceptable to the receiving party and permitted under applicable law. In addition, any communication or disclosure to or from Participants and/or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Multiple Employer Administrator and permitted under applicable law.

21.19 Trust to Trust Transfer

Any Employee, including an Employee who has not yet satisfied any age and/or service requirements to become an Eligible Employee under the Plan, may, with the approval of the Multiple Employer Administrator, have Transfer Contributions made to the Plan on his behalf by causing assets to be directly transferred by the trustee of another qualified retirement plan to the Trustee of the Plan.

Amounts contributed to the Plan through a direct rollover shall not constitute Transfer Contributions.

Transfer Contributions made on behalf of an Employee shall be deposited in the Trust and credited to a Transfer Contributions Sub-Account established in the Employee's name. Such Sub-Account shall share in the allocation of earnings, losses, and expenses of the Trust Fund(s) in which it is invested, but shall not share in allocations of Employer Contributions.

In the event a Transfer Contribution is made on behalf of a Covered Employee who has not yet satisfied the requirements to become an Eligible Employee under the Plan, such Transfer Contributions Sub-Account shall represent the Employee's sole interest in the Plan until he becomes an Eligible Employee.

21.20 Plan Correction Procedures

The Employers shall take such action as they deem necessary to correct any Plan failure, including, but not limited to, operational failures, documentation failures (such as a failure to timely amend), failures affecting Plan qualification, etc. Subject to the requirements of the Employee Plans Compliance Resolution System, as set forth in Revenue Procedure 2015-28, or any superseding guidance ("EPCRS"), the Employers may adopt any correction method that they deem appropriate under the circumstances. In addition to any correction method specified in the Plan, the Employers may, where appropriate, make correction in accordance with EPCRS, including the making of a qualified nonelective contribution permitted under EPCRS, but not otherwise provided under the Plan.

EXECUTED AT WCERS 28 West Adams Suite 1900
Detroit Michigan, this ⁴⁸²²⁶ 29th day of December, 2015.

WAYNE COUNTY

By: Robert J. [Signature]

Title: Executive Director