

**The Palm Beach First Responders Foundation, Inc. Sponsored Retirement Plan for the
benefit of the Town of Palm Beach Police Department and Fire Department Employees
(effective as of January 1, 2021)**

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ARTICLE I
ESTABLISHMENT OF THE PLAN

The Plan is maintained for the exclusive benefit of Eligible Employees, in order to help them plan for their retirement. The Plan provides for discretionary Non-Elective Contributions only. Employees cannot defer their own Compensation into the Plan. Plan benefits are distributable to Participants following their Termination of Employment. The Plan does not allow loans or hardship distributions.

ARTICLE II

DEFINITIONS

Account means the individual bookkeeping account established for each Participant, Member or Beneficiary that represents his total interest under the Plan and which may consist of various subaccounts, as provided in Section 6.1.

Beneficiary means the person or persons (including a trust) designated by a Participant or Member to receive benefits under the Plan upon the death of the Participant or Member. Each Eligible Employee, upon becoming a Participant, may designate a Beneficiary. The designation may be changed from time to time without the consent of any previously designated Beneficiary, except as provided below, by filing a new designation with the Plan Administrator. Each Beneficiary designation filed with the Plan Administrator cancels all Beneficiary designations previously filed with it by that Participant or Member. Each designation must be on a form prescribed by the Plan Administrator, may include contingent or successive Beneficiaries and becomes effective upon receipt by the Plan Administrator. The interest of any Beneficiary ceases upon the Beneficiary's death. Any payment to a Beneficiary is subject to the provisions set forth in Appendix B.

Any Beneficiary designation that causes any person other than the Participant's or Member's surviving spouse to be a primary Beneficiary is valid only if the Participant's or Member's spouse consents in writing to the designation (acknowledging the effect of the designation) and the consent is witnessed by the Plan Administrator or a notary public. A consent is not required if the Participant or Member does not have a spouse, the spouse cannot be located or for other reasons permitted by regulation. The requirements of this paragraph may be waived if it is established to the satisfaction of the Plan Administrator that the consent cannot be obtained because there is no spouse or because the spouse cannot be located or because of other circumstances as may be prescribed by regulation.

Board means the Board of Directors of the Plan Sponsor.

Break in Service means a consecutive 12-month period during which an Eligible Employee is not employed by, or in the service of the Employer. An Employee is not deemed to have incurred a Break in Service if he is on a leave of absence under the Family and Medical Leave Act and returns to employment within the time period prescribed by law. Absences for

military service, sick leave, maternity leave, vacation leave or other special leave approved in writing by the Employer which does not exceed twenty-four (24) months, are not deemed a Break in Service, provided the Participant returns to employment with the Employer no later than the expiration of the authorized leave of absence or, in the case of military leave, within the period during which employment rights are protected by law. A Participant who fails to return to employment following an approved leave of absence, is deemed to have terminated employment as of the commencement of the absence or leave.

Code means the Internal Revenue Code of 1986, as amended. Reference to a specific Section of the Code includes that Section, any valid regulation promulgated thereunder, and any comparable provision of any future legislation amending supplementing or superseding that Section.

Committee means the Benefits Committee appointed by the Board, or its delegate, to administer the Plan in accordance with the provisions of ARTICLE X.

Compensation means wages for federal income tax withholding purposes, as defined under Section 3401(a) of the Code, plus all other payments to an Employee in the course of the Employer's trade or business, for which the Employer must furnish the Employee a written statement under Sections 6041, 6051, and 6052 of the Code, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or services performed. Compensation excludes all amounts other than base pay, as determined in the discretion of the Plan Administrator, and such exclusions shall include, but are not limited to, overtime, bonuses and shift premiums. Compensation includes elective deferrals and any amount which is contributed by the Employer pursuant to a salary reduction agreement, which is not includible in the gross income of the Participant under Sections 125, 132(f)(4), 401(k), 402(e)(3), 402(h)(1)(B), 403(b) or 457(b) of the Code. The total amount of a Participant's Compensation taken into account for any Plan Year must not exceed the applicable annual compensation limitation in effect under Section 401(a)(17) of the Code, as adjusted from time to time. If more than one Employer employs an Eligible Employee, Compensation includes the aggregate Compensation received from all Employers during that Plan Year.

For purposes of ARTICLE IV (“Contributions”), Compensation includes Compensation earned during the entire Plan Year in which a Participant becomes eligible for Contributions in accordance with Section 3.1.

Contributions or **Non-Elective Contributions** means the discretionary employer contributions made to the Plan on behalf of Eligible Employees in accordance with the Participating Employer Agreement and ARTICLE IV.

Effective Date means January 1, 2021.

Eligible Employee means any Employee of the Employer classified by the Employer as an employee of the Palm Beach Police Department or the Palm Beach Fire Department; other than the following individuals:

(a) Individuals who are participating in the Deferred Retirement Option Program under the Town of Palm Beach Employees Retirement System as classified by the Employer, in its sole discretion, and reported to the Plan Administrator;

(b) Covered under a collective bargaining agreement, except where such collective bargaining agreement provides for coverage under this Plan and such Employee has satisfied all conditions necessary to obtain coverage under this Plan in accordance with such agreement as reported to the Plan Administrator by the Employer (for sake of clarity, Eligible Employees include those Employees who are covered under the Collective Bargaining Agreement between the Town of Palm Beach and the Professional Firefighters/Paramedics Palm Beach County, Local 2928 (Non-Supervisory Unit) and who have satisfied all conditions necessary to obtain coverage under this Plan in accordance with such agreement as reported to the Plan Administrator by the Employer), in accordance with ARTICLE III;

(c) A nonresident alien under the United States immigration law who receives no earned income (within the meaning of Section 911(d)(2) of the Code) from the Employer which constitutes income from sources within the United States (within the meaning of Section 861(a)(3) of the Code); and

(d) An individual who, as to any period to time, is classified or treated by the Employer as an independent contractor, seasonal employee, Leased Employee, consultant, or any other individual who is paid by a payroll system maintained by any entity other than the

Employer, even if the individual is later retroactively determined to have been a common law employee of the Employer during the period.

Employee means an individual employed by the Employer who has attained age 18.

Employer means the Town of Palm Beach, Florida, an incorporated town in Palm Beach County, Florida.

Employment Commencement Date means the day on which an Employee first performs an Hour of Service for the Employer.

Entry Date means the first payroll period following the date on which an Employee satisfies the eligibility requirements under Section 3.1 of the Plan.

Hour of Service means, in respect of the Employer and any entity that forms a controlled group with the Employer under Code Section 414(b), (c), (m) and (o):

(a) The actual hours for which an Employee is paid or entitled to be paid for the performance of duties, and each hour for which back pay, irrespective of mitigation of damages, the Employee is granted; and

(b) Each hour for which an Employee is paid or entitled to be paid on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity, disability, layoff, jury duty, military duty or leave of absence; provided that no credit is given for payments made or due under a plan maintained solely for the purpose of complying with applicable workmen's or unemployment compensation or disability insurance laws or for payments which solely reimburse an Employee for medical or medically related expenses incurred by the Employee and further provides that no more than 501 Hours of Service is credited on account of any single continuous period during which no duties are performed.

(c) Solely for purposes of determining whether a Break in Service has occurred, an Employee is credited with service for any period during which the Employee is absent from employment by reason of (i) pregnancy of the Employee, (ii) birth of a child of the Employee, (iii) placement of a child in connection with the adoption of the child by an Employee (iv) caring for the child during the period immediately following the birth or placement for

adoption or (v) on account of a leave of absence taken pursuant to the Family Medical Leave Act of 1993.

(d) A Participant on a military leave of absence is credited with Hours of Service as required by Section 9 of the Military Selective Service Act and the Uniformed Services Employment and Reemployment Rights Act of 1994.

(e) Notwithstanding the above, the Plan Administrator may elect for all Employees or for one or more different classifications of Employees (provided such classifications are reasonable, are consistently applied, and are nondiscriminatory) to apply one or more of the following equivalency methods in determining an Employee's Hours of Service. Under the equivalency methods, an Employee will be credited with (1) 190 Hours of Service for each month that he is credited with at least one Hour of Service during that month; (2) 95 Hours of Service for each semi-monthly period that he is credited with at least one Hour of Service during that semi-monthly period; (3) 45 Hours of Service for each week that he is credited with at least one Hour of Service during that week; and/or (4) 10 Hours of Service for each day that he is credited with at least one Hour of Service during that day.

Highly Compensated Employee means effective January 1, 1997, an Employee who:

(f) Was a five percent (5%) owner of the Employer at any time during the Determination Year or the Look-Back Year; or

(g) For the Look-Back Year, received Compensation from an Employer or Affiliate in excess of \$130,000 (in the 2020 Look-Back Year, for purposes of the 2021 Determination Year), as adjusted pursuant to Section 415(d) of the Code or as otherwise adjusted by IRS guidance or legislation.

For this purpose, the "Determination Year" is the Plan Year. The "Look Back Year" is the twelve (12) month period immediately preceding the Determination Year. A "Non-Highly Compensated Employee" is any Employee who is not a Highly Compensated Employee. The determination of who is a Highly Compensated Employee is made in accordance with Section 414(q) of the Code and the regulations promulgated thereunder.

Investment Fund means the investment funds designated from time to time by the Plan Administrator, as available, for the investment of all Accounts.

Leased Employee means any person who is not designated as an Employee of the Employer and who provides services to the Employer, where:

- (a) The services are provided pursuant to an agreement between the Employer and any leasing organization;
- (b) The person has performed the services for the on a substantially full-time basis for a period of at least one year; and
- (c) The services are performed under the primary direction or control of the Employer.

Contributions or benefits provided to a Leased Employee by the leasing organization that are attributable to services performed for the recipient Employer is treated as provided by the Employer, but only to the extent required by applicable law.

Limitation Year means the Plan Year.

Member means a person whose active participation in the Plan has terminated by reason of death, disability, retirement, or any other reason, but who still has an interest in the Plan.

Normal Retirement Age means the date upon which a Participant attains the age of sixty-five (65).

Participant means an Eligible Employee who has been admitted as a Participant in the Plan under ARTICLE III.

Participating Employer Agreement means an agreement between the Plan Sponsor and Employer pursuant to which the Employer has approved the establishment and operation of the Plan and under which the Plan shall be maintained by the Plan Sponsor on behalf of the Eligible Employees. All Contributions shall be made in accordance with the Participating Employer Agreement and the terms of the Plan.

Period of Service means the period that begins on the later of (i) an Employee's Employment Commencement Date, and (ii) the Effective Date, and ends on his Termination of Employment.

Period of Severance means the period which begins on an Employee's Termination of Employment and ends when he again completes an Hour of Service with the Employer. A one-

year Period of Severance is determined on the basis of a twelve-consecutive-month period beginning on the severance from Service date and ending on the first anniversary of such date, provided that the employee during such twelve-consecutive-month period does not perform an hour of service within the meaning of 29 C.F.R. 2530.200b-2(a)(1) for the employer or employers maintaining the Plan.

In the case of an individual who is absent from work for parental leave, the twelve-consecutive-month period beginning on the first anniversary of the first day of such absence shall not constitute a Break in Service. For purposes of this paragraph, an absence from work for parental leave means an absence (a) by reason of the pregnancy of the individual, (b) by reason of the birth of a child of the individual, (c) by reason of the placement of a child with the individual in connection with the adoption of such child by such individual, or (d) for purposes of caring for such child for a period beginning immediately following such birth or placement.

Plan means The Palm Beach First Responders Foundation, Inc. Sponsored Retirement Plan for the benefit of the Town of Palm Beach Police Department and Fire Department Employees, as set forth in this instrument and which may be amended from time to time.

Plan Administrator means the person, persons, corporation, committee, group or organization designated by the Plan Sponsor to be the Plan Administrator and to perform the duties of the Plan Administrator. In the absence of a designation, the Plan Sponsor will serve as the Plan Administrator and in such a case, all references herein to the Plan Administrator is deemed a reference to the Plan Sponsor. As of the Effective Date of the Plan, the Committee described in Section 10.1 has been appointed by the Board as the Plan Administrator and all references herein to the Plan Administrator is deemed a reference to any duly appointed delegate of the Plan Administrator.

Plan Sponsor means Palm Beach First Responders Foundation, Inc., a Florida tax-exempt organization, and any successor by merger, consolidation or otherwise that assumes the obligations of the Plan Sponsor under the Plan.

Plan Year means the calendar year.

Reemployment Commencement Date means the first date, following a Period of Severance that is not required to be taken into account under the service spanning rules of the Code, on which the Employee again performs an Hour of Service.

Termination of Employment means the date on which a person resigns, retires, dies or is discharged as an Employee (or the date on which he otherwise has a severance from employment), or otherwise has a severance of service, and is not immediately reemployed by the Employer.

Total and Permanent Disability means any physical or mental disability for which the Participant is determined by the Social Security Administration to be eligible for disability benefits under the Social Security Act.

Trust means the trust established and maintained under the agreement entered into by and between the Plan Sponsor and the Trustee for the purpose of holding the assets of and funding the benefits provided by the Plan.

Trustee means the Trustee under the Trust as may be designated from time to time by the Board.

Valuation Date means each business day that the New York Stock Exchange is open for business, or other date(s) selected by the Plan Administrator.

Year of Service means the computation period of twelve (12) consecutive months during which an Employee has completed at least 1,000 Hours of Service.

For purposes of eligibility for participation, the initial computation period shall begin with the Employment Commencement Date. The succeeding computation periods shall begin on the anniversary of the Employee's Employment Commencement Date.

ARTICLE III

ELIGIBILITY

3.1. Participation.

An Eligible Employee will become a Participant on the first Entry Date coincident with or next following his completion of one Year of Service with respect to being eligible to receive an allocation of Contributions under ARTICLE IV.

3.2. Cessation of Participation.

An Eligible Employee ceases to be a Participant with respect to being eligible for Contributions, upon the earliest of: (i) the date on which his employment with the Employer terminates for any reason; or (ii) the date on which he ceases to be an Eligible Employee. An affected individual will remain a Member of the Plan, in accordance with the remaining provisions of the Plan.

3.3. Reemployment.

(a) An Eligible Employee who satisfies the requirements of Section 3.1 and becomes a Participant, who then experiences a Termination of Employment, and, following his Termination of Employment, again becomes an Eligible Employee of the Employer, will be reinstated as a Participant as soon as practicable following his date of reemployment.

(b) An Eligible Employee who satisfies the requirements of Section 3.1, who experiences a Termination of Employment prior to the Entry Date subsequent to his satisfaction of the requirements, and who subsequently again becomes an Eligible Employee, will be reinstated as a Participant with respect to being eligible to receive allocations of Contributions as of the first Entry Date following his reemployment.

(c) Any Eligible Employee who failed to satisfy the requirements of Section 3.1 at the time of his initial Termination of Employment, will upon reemployment, be considered a new Eligible Employee and will be required to satisfy the requirements of Section 3.1 to become a Participant in the Plan.

3.4. Forfeiture of Erroneous Allocations.

Notwithstanding any contrary provision of the Plan, if in any Plan Year, any person who should not have been included as a Participant in the Plan is erroneously included or any other erroneous allocation is made, the amount of the erroneous allocation shall constitute a forfeiture for the Plan Year in which the discovery is made.

ARTICLE IV
CONTRIBUTIONS

4.1. Participating Employer Agreement

All Contributions shall be made to the Plan in accordance with the Participating Employer Agreement.

4.2. Allocation.

(a) In order to share in the allocation of Contributions, if any, a Participant must complete 1,000 Hours of Service during the Plan Year and be employed by the Employer on the last day of the Plan Year (or be on a leave of absence under the Family and Medical Leave Act), or have Terminated during the Plan Year due to death or Total and Permanent Disability prior to the last day of the Plan Year.

(b) Following the last day of each Plan Year, the Plan Sponsor shall determine the level, if any, at which Contributions may be made to the Plan in respect of such Plan Year, in accordance with the terms of the Participating Employer Agreement. Upon deposit of any Contributions to the Plan for such Plan Year, the Plan Administrator shall allocate the total amount of such Contributions to eligible Participants, as determined in accordance with Section 4.2(a) above and the following:

(1) Participants who are eligible for an allocation of Contributions, if any, for such Plan Year, shall be segregated into separate benefitting classes, such that all Eligible Employees who are Non-Highly Compensated Employees in respect of such Plan Year shall be a single class, and each Highly Compensated Employee in respect of such Plan Year shall be deemed to be a separate class per person, with the total number of classes for such Plan Year equal to the total number of Highly Compensated Employees for such Plan Year plus one;

(2) The total number of classes eligible to share in the Contributions for the Plan Year shall be determined by the Plan Administrator in accordance with the terms of the Participating Employer Agreement and any applicable nondiscrimination testing, as determined by the Plan Administrator, such that the Non-Highly Compensated Employee class shall benefit and all or only a certain number of classes of Highly Compensated Employees shall be benefitting (i.e., some classes of Highly Compensated Employees, including those earning

above a certain threshold, may be designated as non-benefitting, receiving no contribution for the Plan Year); and

(3) Such Contributions shall be allocated on a uniform percentage of Compensation basis to the Non-Highly Compensated Employee class and the specified number of Highly Compensated Employee benefitting classes, as determined above.

Notwithstanding the foregoing, all Contributions (if any) are made by the Plan Sponsor, in its sole discretion, pursuant to the terms of the Participating Employer Agreement.

(c) Contributions will be made in cash. Contributions in respect of Compensation for a Plan Year may be made at any time on or before December 31st of the Plan Year following the Plan Year to which the Contributions relate.

(d) Contributions shall be credited to the Account of each Participant entitled to share in such Contributions.

(e) Any Contribution made by reason of a good faith mistake of fact must upon the request of the Plan Sponsor, be returned by the Trustee to the Plan Sponsor. The Plan Sponsor's request and the return of any the contribution must be made within one year after the contribution was mistakenly made. The amount to be returned to the Plan Sponsor pursuant to this paragraph is the excess of: (i) the amount contributed over (ii) the amount that would have been contributed had there not been a mistake of fact or a mistake in determining the maximum allowable deduction. Earnings attributable to the mistaken contribution are not returned to the Plan Sponsor, but losses attributable thereto reduce the amount to be so returned.

ARTICLE V
INVESTMENT FUNDS

5.1. Investment Funds.

In accordance with the directions of the Plan Administrator, the Trustee shall establish Investment Funds into which all Trust assets are invested. The Plan Administrator may from time to time change the number, identity or composition of the investment funds made available under the Plan and select different investment media for the investment of any investment fund in accordance with the terms of the Trust Agreement.

5.2. Investment of Contributions.

To the extent the Plan Administrator does not receive an investment election from a Participant, Member or Beneficiary, all Contributions will be invested in the default investment fund that may be designated by the Plan Administrator from time to time that constitutes a “qualified default investment alternative” or “QDIA” under the applicable Department of Labor regulations. At the time or times required by Section 404(c) of the Employee Retirement Income Security Act of 1974, as amended, and any regulations issued thereunder (“ERISA”) and the Department of Labor regulations promulgated thereunder, the Plan Administrator shall give each Participant and Member a notice of his rights and obligations under the default arrangement which is sufficiently accurate and comprehensive to apprise the Participant or Member of his rights and obligations as well as other information required by the applicable Department of Labor regulations. The Trustee shall invest and reinvest each Participant’s Account among the Investment Funds in accordance with the deemed investment elections provided by this Section 5.2, which remains in force unless and until the Trustee receives an Affirmative Election from the Participant with regard to investment direction among the Investment Fund or Funds in accordance with this Section 5.2. To the extent ERISA applies to the Plan, the Plan is intended to constitute a plan described in Section 404(c) of ERISA, and the fiduciaries of the Plan may be relieved in accordance with Section 404(c) of ERISA of liability for any losses which are the direct and necessary result of investment instructions given by a Participant or Member.

5.3. Change in Investment Designation.

A Participant, Member or Beneficiary may elect to change his designation of the Investment Fund or Funds with respect to which his allocable share of Contributions are invested. These elections must be made in the form and manner as the Plan Administrator prescribes, and may involve the use of a telephonic voice response, computer-based or similar electronic system. Any change is effective as soon as administratively practicable following the date the change is received by the Plan Administrator.

5.4. Reallocation of Investment Funds.

A Participant, Member or Beneficiary may reallocate the investment of his interest in the Investment Funds attributable to Contributions. These elections must be made in the form and manner as the Plan Administrator prescribes, and may involve the use of a telephonic voice response, computer-based or similar electronic system. Any change is effective as soon as administratively practicable following the date the change is received by the Plan Administrator.

ARTICLE VI

INDIVIDUAL ACCOUNTS

6.1. Individual Accounts.

The Plan Administrator shall establish and maintain an Account in the name of each Participant, Member or Beneficiary to which are credited, a Participant's, Member's or Beneficiary's share of Contributions; net earnings or net losses on the investments of the assets of the Trust; distributions; and any expenses or liabilities charged to a Participant's, Member's or Beneficiary's Account. The maintenance of a separate Account for each Participant, Member and Beneficiary is not intended to segregate for the Participant, Member or Beneficiary, or to give the Participant, Member or Beneficiary any ownership in, any specific assets of the Trust.

6.2. Allocation of Contributions.

(a) Any forfeiture of Contributions or other forfeitures arising under the Plan for a given Plan Year and earnings thereon must be held, separately invested and used to reduce subsequent Contributions, pay Plan expenses, or for any other purposes determined by the Plan Administrator.

(b) If it comes to the attention of the Plan Administrator that an error has been made in any of the allocations under the Plan, the Plan Administrator shall determine whether an adjustment should be made to the accounts of affected Participants and Members and the manner and extent of the adjustment.

6.3. Allocation of Earnings.

The Investment Funds must be valued at current market values as of each Valuation Date. The Plan Administrator, as of each Valuation Date, shall adjust the balances in the Accounts of all Participants, Members and Beneficiaries, to reflect contributions to and withdrawals from the Accounts, related net income earned on the Accounts, and appreciation and depreciation of, transfers to and from, and expenses charged against the Accounts since the previous Valuation Date.

ARTICLE VII
TERMINATION OF EMPLOYMENT

7.1. Normal Retirement.

Upon a Participant's attainment of Normal Retirement Age while an Eligible Employee, the entire amount credited to the Participant's Account becomes fully vested. Subject to Section 7.2 below, the Plan Administrator shall direct the Trustee to distribute to the Participant the amount credited to the Participant's Account in accordance with the provisions of ARTICLE VIII.

7.2. Postponed Retirement.

If a Participant continues to be an Employee beyond his Normal Retirement Age, any distribution to the Participant is deferred until the Participant's Termination of Employment. Until the Termination of Employment, the Participant continues to participate on the same basis as before reaching Normal Retirement Age. Upon Termination of Employment, the Plan Administrator shall direct the Trustee to distribute to the Participant the amount credited to the Participant's Account in accordance with the provisions of ARTICLE VIII.

7.3. Disability Retirement.

If a Participant suffers a Total and Permanent Disability while an Eligible Employee, the entire amount credited to the Participant's Account becomes fully vested. A distribution on account of the Participant's Total and Permanent Disability is made in accordance with ARTICLE VIII.

7.4. Termination Due to Death.

On the death of a Participant while employed by the Employer, the entire amount credited to that Participant's Account becomes fully vested. The Plan Administrator may require proof of death and evidence of the right of any person to receive payment of the benefits of the deceased Participant as it deems advisable. The Plan Administrator's determination of death and of the right of any person to receive payment is conclusive and binding on all Participants and other parties. Distributions of the Participant's account are made in accordance with the provisions of Appendix A.

In the case of a Participant who dies while performing qualified military service (as defined in Section 414(u) of the Code), the Participant's Beneficiary is entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death. Moreover, the Plan will credit the Participant's qualified military service as service for vesting purposes, as though the Participant had resumed employment under the Uniformed Services Employment and Reemployment Rights Act ("USERRA") immediately prior to the Participant's death."

7.5. Other Termination of Employment.

(a) Upon a Participant's Termination of Employment for any reason other than retirement, death or Total and Permanent Disability, the Participant is entitled to receive (in accordance with ARTICLE VIII) the portion of the Participant's Account attributable the vested portion, if any, of his subaccount attributable to Contributions. The remainder of the Participant's Account, if any, is forfeited as of the earlier of:

(1) the distribution of the entire vested portion of the Participant's Account; or

(2) after the Participant has incurred a five (5) year Period of Severance.

Any amounts forfeited remain forfeited even if a Participant is subsequently reemployed and readmitted as a Participant in the Plan, unless the Participant receives a distribution of the entire vested portion of the Participant's Account and is reemployed before incurring a sixty (60) consecutive month Period of Severance, in which case the amounts forfeited will be restored. However, amounts forfeited may be restored provided the Participant repays to the Plan the full amount of his distribution, if any, before the earlier of either five (5) years after the Participant's reemployment or the end of the sixty (60) consecutive month Period of Severance. If a Participant repays any amounts previously distributed, the corresponding restoration must be made out of forfeitures in the Plan Year of reemployment, and, to the extent the forfeitures are not sufficient, the Plan Sponsor shall make a special contribution to the Participant's restored Account.

(b) The vested portion of any other Participant's Account attributable to Contributions shall be a percentage of the total amount credited to the Participant's Account determined on the basis of the Participant's number of whole year Periods of Service according to the following schedule:

<u>Whole Years Periods of Service</u>	<u>Vested Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

(c) Upon a Participant's Termination of Employment, the Trustee shall distribute to the Participant any vested amounts in the Participant's Account, in accordance with the provisions of ARTICLE VIII. In the event that a Participant's vested interest in Contributions or in any other Account or portion thereof, that is required to be taken into account under the Code is zero upon his Termination of Employment, the Participant is deemed to have received a distribution at that time equal to zero.

(d) A Participant ceases to be a Participant as of his Termination of Employment with the Employer. However, a former Participant remains a Member of the Plan after the Termination of Employment for purposes of:

- (1) Receiving any benefit to which he may be entitled under the Plan;
- and
- (2) Exercising any rights granted hereunder in regard to the investment of his Account under the Plan.

ARTICLE VIII
PAYMENT OF BENEFITS

8.1. General.

Payment of benefits may be made in cash, in kind or by a combination of both, as determined by the Plan Administrator. Benefits under this Plan are paid only if the Plan Administrator decides, in its discretion, that the applicant is entitled to them. If the Plan Administrator determines that an overpayment of benefits has been made to a Participant, Member or Beneficiary, the Plan Administrator may take the steps it deems advisable to correct the overpayment, including seeking cash reimbursement. If the Plan Administrator determines that the burden or expense of seeking recovery for an overpayment of benefits to a Participant, Member or Beneficiary would be greater than the potential recovery warrants, it may forego recovery efforts.

8.2. Commencement of Benefits.

(a) The vested balance of a Member's Account becomes payable in the event of his Total and Permanent Disability, retirement or other Termination of Employment (other than by reason of death), as soon as administratively practicable following the date the Member's completed benefit election form is received by the Plan Administrator. Unless the Participant or Member elects otherwise, in no event will the distribution of a Participant's or Member's vested Account commence later than the 60th day after the latest of the close of the Plan Year in which (i) the Member reaches his Normal Retirement Age, (ii) the Member's Termination of Employment, or (iii) the tenth anniversary of the year in which the Member commenced participation in the Plan. Notwithstanding the foregoing, and except as provided in Appendix A, the failure of a Participant to request a distribution shall be deemed to be an election to defer commencement of any benefit sufficient to satisfy this Section.

(b) Distribution of a Member's benefits under the Plan will begin no later than the April 1st following the later of (i) the calendar year in which the Member attains 72 or (ii) retires; provided, however, that in the case of a "5% owner" (within the meaning of Section 416 of the Code), distribution will begin no later than the April 1st following the calendar year in which the Member attains 72. The distributions will be at least equal to the required minimum

distribution under Section 401(a)(9) of the Code and Treasury Regulations promulgated thereunder as set forth in Appendix A hereto.

(c) In the event of a mandatory distribution of greater than \$1,000 but equal to or less than \$5,000, if the Participant or Member does not elect to have the distribution paid directly to an eligible retirement plan specified by the Participant or Member in a direct rollover or to receive the distribution directly, then the Plan Administrator shall pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. The Plan Administrator shall make a mandatory lump-sum distribution to a Member whose Account is valued at \$1,000 or less. Amounts attributable to rollover contributions within the meaning of Sections 402(c), 403(a)(4), 403(b)(8), 403(d)(3)(A)(ii) and 467(e)(16) of the Code are included in determining the value of a Member's account for purposes of this Section.

No distribution of a Member's Account may be made which is in excess of the maximum amount set forth under Section 411(a)(11) of the Code and Treasury Regulations promulgated thereunder (as adjusted from time to time) without the written consent of the Member. The Plan Administrator shall provide each Member who has a vested Account balance in excess of this maximum amount with a written explanation of the right to so defer distribution of benefits no less than 30 days and no later than 90 days before the date benefits commence to be paid. However, distribution of the Member's benefits may commence sooner than 30 days after the notice is given if the Plan Administrator informs the Member of his right to consider for at least 30 days whether or not to consent to the distribution and the Member, after receiving this information, waives his right to the 30-day period, provided that the distribution commences more than 7 days after the notice is provided to the Member.

8.3. Form of Payment.

Payment of a Member's vested Account are made in the form of a single lump sum amount.

8.4. Payments to Incompetents.

If the Plan Administrator determines that a Participant, Member or Beneficiary is entitled to receive any benefits under the Plan is a minor or is mentally incompetent to receive the benefits or to give a valid receipt and discharge for the benefits, the benefits may be paid to the

guardian, committee or other representative of the estate of the Participant, Member or Beneficiary that has been duly appointed by a court of competent jurisdiction. If no guardian, committee or other representative has been appointed, the payment:

(a) may be made to any person as custodian for the minor or incompetent under applicable state law; or

(b) may be made to or applied to or for the benefit of the minor or incompetent, his spouse, children or other dependents, the institution or persons maintaining him or her, or any of them, in the proportions as the Plan Administrator from time to time determines; and

The release of the person or institution receiving the payment is a valid and complete discharge of any liability of the Plan with respect to any benefit so paid.

8.5. Eligible Rollover Distribution.

Notwithstanding any provision herein to the contrary, a distribution or withdrawal at the option of a Participant, Member or surviving spouse (or a spouse or former spouse who is the alternate payee under a qualified domestic relation order, as defined in Section 414(p) of the Code), may be paid at a time and manner specified by the Plan Administrator directly to (a) an individual retirement account described in Section 408(a) of the Code, (b) an individual retirement annuity plan described in Section 408(b) of the Code, (c) an annuity plan described in Section 401(a) of the Code, (d) a Roth IRA described in Section 408A of the Code, unless the distributee is a non-spouse Beneficiary of a deceased Participant, or (e) a qualified trust described in Sections 401(a), 403(b) or 457(b) of the Code, unless the distributee is a non-spouse Beneficiary of a deceased Participant.

A non-spouse Beneficiary of a deceased Participant who is either an individual or an irrevocable trust, where the beneficiaries of the trust are identifiable and the trustee provides the Plan Administrator with a final list of trust beneficiaries or a copy of the trust document by October 31 of the year following the Participant's death, is entitled to direct a distribution with regard to the interest of the deceased Participant, but only if the distribution is transferred in a direct trustee-to-trustee transfer to an individual retirement account described in Section 408(a)

of the Code or an individual retirement account described in Section 408(b) of the Code (other than an endowment contract).

8.6. Rollovers to Non-Spouse Beneficiary.

A non-spouse Beneficiary who is a “designated beneficiary” under Section 401(a)(9)(E) of the Code and the regulations thereunder, may rollover all or any portion of his distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution by a direct trustee-to-trustee transfer (a “Direct Rollover”). In order to be able to rollover the distribution, the distribution otherwise be made in accordance with this Section.

Although a non-spouse Beneficiary may directly rollover a distribution as provided in this Section 8.6, the distribution is not subject to the direct rollover requirements of Section 401(a)(31) of the Code, the notice requirements of Section 402(f) of the Code or the mandatory withholding requirements of Section 3405(c) of the Code. If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a “60-day” rollover.

If the Participant’s designated Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Section 401(a)(9)(E) of the Code.

A non-spouse Beneficiary may not rollover an amount which is a required minimum distribution, as determined under applicable Treasury regulations and other Internal Revenue Service guidance. If the Participant dies before his required beginning date and the non-spouse Beneficiary rollover to an IRA the maximum amount eligible for rollover, the Beneficiary may elect to use either the 5-year rule or the life expectancy rule, pursuant to Treas. Reg. §1.401(a)(9)-3, Q&A-4(c), in determining the required minimum distribution from the IRA that receives the non-spouse Beneficiary’s distribution.

ARTICLE IX
CONTRIBUTION LIMITATIONS

9.1. Contribution Limits

(a) Except to the extent permitted under Section 414(v) of the Code, if applicable, the Annual Addition that may be contributed or allocated to a Participant's or Member's Account under the Plan for any Limitation Year must not exceed the lesser of:

(1) The amount set forth in Section 415(c)(1)(A) of the Code, as adjusted for annual increases in the cost-of-living under Section 415(d) of the Code, or

(2) 100 percent of the Participant's compensation, within the meaning of Section 415(c)(3) of the Code, for the Limitation Year (the compensation limit referred to in (2) does not apply to any contribution for medical benefits after separation from service (within the meaning of Section 401(h) or Section 419A(f)(2) of the Code) which is otherwise treated as an Annual Addition).

(b) If the Annual Additions for a Participant would exceed the limits specified in this Section 9.1, then the Annual Additions under this Plan for that Participant must be reduced to the extent necessary to prevent the limits from being exceeded, in accordance with Section 415 of the Code and the regulations promulgated thereunder, which are hereby incorporated by reference.

(c) For purposes of applying this Section, the term Annual Addition means the sum for any Limitation Year of additions to a Participant's Accounts as a result of Contributions.

(d) Notwithstanding the foregoing, (i) any compensation described above does not fail to be compensation merely because it is paid after the Employee's Termination of Employment, provided that the payment would have been paid to the Employee prior to Termination of Employment if the Employee had continued in employment with the Employer, and further provided that the compensation is paid by the later of 2½ months after Termination of Employment or the end of the year that includes the date of Termination of Employment; and (ii) payments to an individual who does not currently perform services for the Employer by reason of qualified military service (as defined in as defined in Section 414(u)(5) of the Code) to

the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service. Compensation shall include amounts that would otherwise be included in compensation but for an election under Sections 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), 403(b), 457(b) and differential wage payments (as determined under Section 414(u)(12) of the Code), to the extent applicable. A Participant's compensation for a year of service shall not include compensation in excess of the limitation under Section 401(a)(17) of the Code that is in effect for the calendar year in which such year of service begins.

ARTICLE X
ADMINISTRATION OF THE PLAN

10.1. Committee as Plan Administrator.

The Committee appointed in this Section 10.1 is the Plan Administrator. The Committee consists of three or more members. All members of the Committee may be removed at any time and for any reason at the discretion of the Board. The Committee consists of those individuals, corporations or other entities as the Board appoints from time to time. If at any time any of the positions on the Committee is vacant, the Board, or its delegate, may make interim appointments to the Committee as in their judgment is necessary to ensure effective administration of the Plan. The members of the Committee serve without bond, except as otherwise required by law, and without compensation for their services. The Committee is designated as the administrator of the Plan (within the meaning of Section 414(g) of the Code and Section 3(16)(A) of ERISA) and the named fiduciary (within the meaning of Section 402(a)(2) of ERISA).

10.2. Duties of the Committee.

The Committee shall adopt rules for the administration of the Plan as, in the opinion of the Committee, are necessary or advisable to implement and administer the Plan and to transact its business. The Committee shall undertake all duties assigned to it under the Plan. The decision of the Committee, acting in its discretion, as to any disputed question arising hereunder, including, but not limited to, questions of construction, interpretation, administration, eligibility, factual determination's about a worker's classification status, benefits and rights under the Plan is final, binding and conclusive on all parties.

10.3. Other Powers and Duties.

The Committee shall have those duties and powers as may be necessary to discharge its duties hereunder, including, but not limited to, the following:

- (a) to construe and interpret the Plan and Trust, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;
- (b) to prescribe procedures to be followed by Participants, Members or Beneficiaries filing applications for benefits;

- (c) to prepare and distribute information explaining the Plan and Trust;
- (d) to receive from the Plan Sponsor, Employer and from Participants, Members and Beneficiaries information as is necessary for the proper administration of the Plan and Trust;
- (e) to furnish the Plan Sponsor and Employer, upon request, annual reports with respect to the administration of the Plan as are reasonable and appropriate;
- (f) to receive, review and keep on file (as it deems convenient or proper) reports of the financial condition, the receipts and disbursements and the assets of the Trust;
- (g) to appoint or employ advisors to assist in the administration of the Plan, including legal counsel and clerical, medical, accounting, auditing and other services as it may require in carrying out the provisions of the Plan;
- (h) to determine the status of qualified domestic relations orders under Section 414(p) of the Code;
- (i) to take any actions necessary to correct retroactively as may be necessary, including the exclusion of any employees who have been excluded inadvertently from participation in the Plan, the application of incorrect vesting, failures pertaining to Sections 415(b) and 401(a)(17) of the Code and any other operational failure consistent with the correction methodology set forth in IRS Rev. Proc. 2019-19 or any modification or successor thereto;
- (j) to adopt amendments to the Plan;
- (k) to select Investment Fund alternatives to be made available under the Plan and, if deemed appropriate, to select and appoint one or more investment managers to manage, acquire or dispose of any or all of the assets of the Plan, including commingling Plan assets for investment purposes with assets of other plans in a group trust fund;
- (l) to monitor and evaluate the performance of the Trustee and/or any investment manager;
- (m) to direct the Trustee in connection with the exercise of investment or asset management responsibilities under the Plan or the Trust agreement; and

(n) to approve accounts rendered from time to time by the Trustee, and to release, relieve and discharge the Trustee with respect to all matters set forth in any account, or to object to any account.

10.4. Allocation and Delegation of Responsibilities.

(a) The members of the Committee may allocate any of its duties among themselves in any mutually agreed upon manner.

(b) The Committee may delegate its duties and responsibilities under the Plan and Trust. The delegates may specifically include, but are not limited to, professional administrators, investment managers or advisers, and custodians.

(c) Notwithstanding Sections 10.4(a) and (b), any responsibilities to manage or control Plan assets (other than the power to appoint an investment manager) assigned to the Trustee by the Trust must not be allocated or delegated to anyone other than the Trustee.

10.5. Committee Accounts and Reports.

The Committee shall maintain accounts showing the fiscal transactions of the Plan. The Committee shall periodically prepare a report showing in reasonable detail the assets and liabilities of the Plan and give a brief account of the operation of the Plan. The Committee shall be responsible for filing all forms, reports and documents required by law and for providing all necessary notices to Employees and Beneficiaries, including those respecting the adoption and qualification of the Plan.

10.6. Employer to Furnish Information.

To enable the Committee to perform its functions, the Employer shall supply full and timely information to the Committee on all matters relating to the pay of all Participants and Members, their retirement, death or other cause of Termination of Employment, and other pertinent information as the Committee may request, to the extent such information is not deemed confidential and exempt from disclosure under applicable federal and state statutes.

10.7. Expenses.

All expenses of Plan administration and operation, including the fees of any agents employed and including any expenses attributable to a termination of the Plan or Trust, may be

paid by the Trust. All expenses of Plan administration and operation may be paid by the Plan Sponsor to the extent the expenses are not paid by the Trust.

10.8. Indemnification.

Pursuant to the Participating Employer Agreement, the Employer hereby agrees to indemnify each and every member of the Committee, and any employee or affiliate of the Plan Sponsor properly delegated by and acting on behalf of the Committee, for any expenses or liabilities (other than those due to willful misconduct, gross negligence or fraud) actually incurred in the performance of their duties under the Plan and Trust, provided, however, that the coverage is reduced to the extent of any insurance coverage.

10.9. Domestic Relations Orders.

(a) If the Plan receives a Domestic Relations Order, the Plan Administrator shall promptly notify the Participant (or Member) and any Alternate Payee specified in the Order of the receipt of the order and of the Plan's procedures for determining whether the order is a Qualified Domestic Relations Order. The Plan Administrator shall, within a reasonable period after receipt of the order, determine whether it is a Qualified Domestic Relations Order and notify the Participant (or Member), each Alternate Payee, and/or any representative of that determination. Payment may be made to an Alternate Payee, in accordance with the QDRO, as soon as practicable after the QDRO determination is made, without regard to whether the distribution, if made to a Participant (or Member) at the time specified in the QDRO, would be permitted under the terms of the Plan.

(b) In determining whether a Domestic Relations Order constitutes a Qualified Domestic Relations Order, the procedures in ARTICLE XII apply, except that the Plan Administrator may establish additional procedures and/or may modify, revise or amplify existing qualified domestic relations order procedures. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator shall place a hold upon the portion of a Participant's (or Member's) Account, at the time and for the reasonable period as the Plan Administrator in its discretion may determine, if the Plan Administrator receives notice that (a) a domestic relations order is being sought by the Participant (or Member), his spouse, former spouse, child or other dependent and (b) the Participant's (or Member's) Account is likely to be a source of payment under the order. For this purpose, a "hold" means that no withdrawals, loans or distributions

may be made with respect to the Participant's (or Member's) Account. The Plan Administrator shall notify the Participant (or Member) if a hold is placed upon his Account.

(c) The following terms have the meanings specified herein for purposes of this Section:

(1) Alternate Payee. Any spouse, former spouse, child or other dependent of a Participant or Member who is recognized by a Domestic Relations Order as having a right to benefits of the Participant or Member under the Plan.

(2) Domestic Relations Order. Written evidence of any judgment, decree or order (including approval of a property settlement) pursuant to State domestic relations or community property law relating to child support, alimony or marital property rights, as defined in Section 414(p)(1)(B) of the Code.

(3) Qualified Domestic Relations Order. A Domestic Relations Order that satisfies the requirements of Section 414(p)(1)(A) of the Code.

ARTICLE XI
DETERMINATION OF TOP-HEAVY STATUS

11.1. General.

Notwithstanding any other provision of the Plan to the contrary, for any Plan Year in which the Plan is Top-Heavy or Super Top-Heavy, as defined below, the provisions of this ARTICLE shall apply, but only to the extent required by Section 416 of the Code and the regulations thereunder.

11.2. Vesting.

(a) If the Plan becomes a Top-Heavy Plan, then amounts in a Participant's Account attributable to Contributions and forfeitures is vested in accordance with this Section, to the extent this Section produces a greater degree of vesting than otherwise provided under the Plan. This ARTICLE XI only applies to Participants who have at least an Hour of Service after the Plan becomes a Top-Heavy Plan.

(b) If applicable, amounts in a Participant's Account attributable to Contributions and forfeitures vest as follows:

<u>Whole Years of the Period of Service</u>	<u>Vested Percentage</u>
Less than 2	0%
2 but less than 3	20%
3 but less than 4	40%
4 but less than 5	60%
5 but less than 6	80%
6 or more	100%

(c) If the Plan ceases to be a Top-Heavy Plan then this ARTICLE XI no longer is applicable. This ARTICLE XI nevertheless continues to apply for any Participant who has completed three (3) whole years within his Period of Service and has elected to have his vested percentage to be determined under this ARTICLE XI. For Participants who do not have at least one (1) Hour of Service in any Plan Year beginning after December 31, 1988, the preceding sentence is applied by substituting "five (5) whole years" for "three (3) whole years" where the language appears. The Participant may elect to have this ARTICLE XI apply within sixty (60) days after the latest of:

(1) the first day of the Plan Year in which the Plan ceases to be Top Heavy, or

(2) the date the Participant is issued written notice of the right to make an election by the Plan Administrator.

(d) For purposes of this ARTICLE XI, whole years of the Period of Service are computed as provided in Section 7.5.

11.3. Minimum Contribution.

(a) For each Plan Year that the Plan is a Top-Heavy Plan, a Contribution shall be allocated directly to the Account of each Non-Key Employee as set forth in this ARTICLE XI.

(b) The amount of the Contribution required by this ARTICLE XI is three percent (3%) of the Compensation of each Non-Key Employee, with adjustments as provided herein. If the Contribution allocated to the Accounts of each Key Employee is less than three percent (3%) of his Compensation, then the Contribution required by the preceding sentence is reduced for that Plan Year to the same percentage of Compensation that was allocated to the Account of the Key Employee whose Account received the greatest allocation of Contributions, when computed as a percentage of Compensation. For purposes of this subsection, any forfeitures allocated to a Participant's Account are treated as Contributions.

11.4. Definitions.

(a) The following terms have the meanings specified herein for purposes of this ARTICLE XI:

(1) Aggregated Plans.

(i) The Plan and each plan of the Employer in which a Key Employee is a Participant and each other plan of the Employer which enables any plan of the Employer in which a Key Employee is a Participant to meet the requirements of Section 401(a)(4) or Section 410 of the Code. For purposes of determining whether the plans of the Employer are top-heavy for a particular plan year, the required aggregation group includes each plan of the employer in which a Key Employee participates in the plan year containing the determination date, or any of the four preceding plan years.

(ii) The Plan Administrator may treat any plan not included under subparagraph (i) above as being an Aggregated Plan if the Aggregated Plan described in subparagraph (i) above would continue to meet the requirements of Sections 401(a)(4) and 410 of the Code with the additional plan being taken into account.

(2) Determination Date. The last day of the preceding Plan Year, or, in the case of the first plan year of any plan, the last day of the plan year. The computations made on the Determination Date must utilize information from the immediately preceding Valuation Date.

(3) Key Employee. Key employee means any Employee or former Employee (including any deceased Employee) who at any time during the Plan Year that includes the Determination Date was an officer of the Employer having annual compensation greater than \$185,000 (2021) (as adjusted under Section 416(i)(1) of the Code), a 5-percent owner of the Employer, or a 1-percent owner of the Employer having annual compensation of more than \$150,000. For this purpose, annual compensation means compensation within the meaning of Section 415(c)(3) of the Code. The determination of who is a Key Employee will be made in accordance with Section 416(i)(1) of the Code and the applicable regulations and other guidance of general applicability issued thereunder.

(4) Non-Key Employee. Any Participant or Member who is not a Key Employee.

(5) Top-Heavy Plan. The Plan is a Top-Heavy Plan for a Plan Year if, as of the Determination Date for that Plan Year, the aggregate of the accounts of Key Employees under all Defined Contribution Plans that are Aggregated Plans exceeds sixty percent (60%) of the comparable sum determined for all Employees.

(b) The definitions and the provisions of this ARTICLE XI are interpreted in a manner consistent with Section 416 of the Code.

11.5. Special Rules.

(a) For purposes of determining the Accounts of Employees as of the Determination Date, the Accounts are increased by the distributions made with respect to the Employee under the Plan and any Plan aggregated with the Plan under Section 416(g)(2) of the

Code during the 1-year period ending on the Determination Date. The preceding sentence also applies to distributions under a terminated plan which, had it not been terminated, would have been aggregated with the plan under Section 416(g)(2)(A)(i) of the Code. In the case of a distribution made for a reason other than severance from employment, death, or disability, this provision is applied by substituting “5-year period” for “1-year period.” The Accounts of any individual who has not performed services for the Employer during the 1-year period ending on the Determination Date is not be taken into account.

(b) If any individual is a Non-Key Employee with respect to any plan for any plan year, but the individual was a Key Employee with respect to the plan for any prior Plan Year, any accrued benefit for the Employee (and the account of the Employee) is not be taken into account.

(c) Beneficiaries of Key Employees and former Key Employees are considered to be Key Employees and Beneficiaries of Non-Key Employees and former Non-Key Employees are considered to be Non-Key Employees.

ARTICLE XII
CLAIMS PROCEDURE

12.1. General.

All claims for benefits must be submitted to the Plan Administrator, who must consider them and approve or disapprove them within 90 days after the date the claim is received. This consideration and review will be conducted in a manner designed to comply with Section 503 of ERISA. If the Plan Administrator cannot process the claim due to special circumstances, the Plan Administrator shall notify the claimant regarding these circumstances and that the time for making a decision on the claim is extended for up to 90 days. If the Plan Administrator fails to notify the claimant within the applicable period, the claim is considered denied.

12.2. Claim Review.

If the Plan Administrator denies the claim to any extent, the Plan Administrator shall furnish the claimant with a written notice setting forth (in a manner calculated to be understood by the claimant):

- (a) the specific reason or reasons for denial of the claim;
- (b) a specific reference to the Plan provisions on which the denial is based;
- (c) a description of any additional material or information necessary for the claimant to perfect the claim and an explanation of why the material or information is necessary; and
- (d) a written explanation of the claim review procedure, including a statement of a claimant's right to bring a civil action under ERISA Section 502(a) following a denial of an appeal of the initial denied claim.

12.3. Right of Appeal.

A claimant who has a claim denied under Section 12.2 may appeal to the Plan Administrator for reconsideration of that claim. A request for reconsideration must be filed by written notice within 60 days after receipt by the claimant of the notice of denial.

12.4. Review of Appeal.

Upon receipt of an appeal, the Plan Administrator shall promptly take action to give due consideration to the appeal. This consideration may include a hearing of the parties involved, if the Plan Administrator decides that a hearing is necessary. In preparing for this appeal, the claimant is given the right to review pertinent documents and the right to submit in writing a statement of issues and comments. After consideration of the merits of the appeal the Plan Administrator shall issue a written decision that is binding on all parties. The decision must be written in a manner calculated to be understood by the claimant and must specifically state:

- (a) the specific reason or reasons for denial of the claim;
- (b) a specific reference to the Plan provisions on which the denial is based;
- (c) a statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all Plan documents and other papers relevant to the claim; and
- (d) a statement of the claimant's right to bring a civil action under ERISA Section 502(a).

The Plan Administrator's decision is issued within 60 days after the appeal is filed, except that if a hearing is held the decision may be issued within 120 days after the appeal is filed. The decision of the Plan Administrator regarding the claim is final and conclusive on all parties.

12.5. Designation.

The Plan Administrator may designate one or more of their members or other person of their choosing to make any determination otherwise required under this ARTICLE XII.

12.6. Legal Action.

A claimant may not bring any legal action against the Plan Administrator, the Plan Sponsor, or the Employer in connection with his rights under the Plan until he exhausted the claims procedures described under this ARTICLE XII. Additionally, any legal action must commence no later than 180 days after the date of an adverse final determination as described

under Section 12.4 of the Plan. Any legal action in connection with a claimant's rights under the Plan must be brought exclusively in the state or federal courts located in the State of Florida.

ARTICLE XIII
AMENDMENTS

13.1. Right to Amend.

The Plan Sponsor reserves the right to amend this Plan at any time, in whole or in part, in accordance with and subject to the Participating Employer Agreement. Any amendment must be by resolution of the Board or by resolution of the Committee (or its delegate), which is vested with the right to amend the Plan.

13.2. Limitations.

No amendment of this Plan can:

- (a) Reduce any vested right or interest to which any Participant, Member or Beneficiary is then entitled under this Plan;
- (b) Cause any assets of the Trust to be used for, or diverted to, purposes other than for the exclusive benefit of Participants, Members and their Beneficiaries; or
- (c) Decrease the value of a Participant's Account balance or reduce or eliminate a protected benefits as described under Section 411(d)(3) of the Code.

ARTICLE XIV
TERMINATION

14.1. Right to Terminate.

The Plan Sponsor may terminate this Plan at any time, in accordance with and subject to the Participating Employer Agreement. A termination must occur by resolution of the Board or by resolution of the Committee (or its delegate), which is vested with the right to terminate the Plan. The Plan Sponsor must furnish the Plan Administrator and the Trustee with a copy of the resolution for the termination of the Plan as soon as practicable. Neither a temporary cessation nor the suspension of Contributions is deemed to be a termination of this Plan.

14.2. Full Vesting on Termination.

Upon the partial termination, complete termination or complete discontinuance of contributions under this Plan, the rights of each affected Participant to the amounts credited to that Participant's Account at such time shall be fully vested and non-forfeitable.

14.3. Distribution on Termination.

If the Plan is terminated, the Plan Sponsor, in its discretion, may direct the Trustee to cause the amounts in a Participant's Account to be paid at that time as a single lump sum payment. If the Plan Sponsor does not direct a single sum payment, each Participant's Account must be maintained by the Trustee to provide benefits for the Participant in accordance with the provisions of the Plan and the Trust as though the Plan had not been terminated. Notwithstanding anything in this Section 14.3 to the contrary, the Plan Sponsor may not make a distribution on termination, if the Plan Sponsor adopts, establishes or maintains an alternative defined contribution plan as set forth under Treas. Reg. 1.401(k)-1(d)(4)(i).

14.4. Effect on Benefits.

A termination of the Plan will not affect the validity of the Trust or the rights and duties of the Trustee thereunder to pay benefits as provided in this Plan.

ARTICLE XV
MISCELLANEOUS

15.1. Reemployed Veterans.

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

15.2. No Assignment.

Except for Qualified Domestic Relations Orders, and except as allowed under Section 401(a)(13)(C) of the Code or as otherwise permitted by law, the right of any Participant, Member or Beneficiary to any benefit or to any payment hereunder is not subject to alienation, assignment, garnishment, attachment, execution or levy of any kind.

15.3. Merger/Transfer of Assets.

(a) In the event of a merger, consolidation or transfer of assets or liabilities of this Plan and Trust to any other plan, each Participant or Beneficiary is entitled to receive a benefit immediately after the merger, consolidation or transfer (as if the Plan were terminated) at least equal to the benefit that would have been receivable immediately before the merger, consolidation or transfer.

(b) The Plan Administrator, upon written direction, may cause some or all of the assets or liabilities of any other plan or trust which satisfies the applicable requirements of the Code relating to qualified plans and trusts to be transferred to the Trustee, whether the transfer is made pursuant to a merger or consolidation of this Plan with the other plan or trust or for any other allowable purpose.

(c) The Plan Administrator, upon written direction, may cause some or all of the assets or liabilities of this Plan and Trust to be transferred to any other plan or trust which satisfies the applicable requirements of the Code relating to qualified plans and trust, whether the transfer is made pursuant to a merger or consolidation of this Plan with the other plan or trust or for any other allowable purpose.

15.4. Governing Law.

The provisions of this Plan are construed, administered and enforced in accordance with the laws of the State of Florida, other than its laws respecting choice of law, to the extent not preempted by federal law.

15.5. Construction.

The provisions of this Plan are interpreted and construed in accordance with the requirements of the Code and ERISA. Capitalized terms have the meanings as defined herein. Singular nouns are read as plural, masculine pronouns are read as feminine and vice versa, as appropriate.

15.6. Counterpart Originals.

This document may be executed in more than one counterpart original.

15.7. Effect on Employment Rights.

Neither the existence of the Plan and Trust nor the substance of any of the provisions have any effect on the employment rights of any Employee.

15.8. Electronic or Telephonic Transmissions.

Notwithstanding any provision in this Plan to the contrary, salary reduction agreements and cancellations or amendments thereto, investment elections, changes or transfers, loans, withdrawal decisions, and any other decision or election by a Participant, Member or Beneficiary, or for any other purpose under this Plan, may be accomplished by electronic or telephonic means which are not otherwise prohibited by law and which are in accordance with procedures and/or systems approved or arranged by the Plan Administrator.

15.9. Undistributable Accounts.

Each Participant, Member and Beneficiary shall keep the Plan Administrator advised of his current address. If the Plan Administrator is unable (after making reasonable efforts) to locate the Participant, Member or Beneficiary to whom benefits are payable under the Plan, the Plan Administrator, in its discretion, may take the following steps:

(a) the individual's Account may be closed after 24 months have passed since the date the Account first became distributable to the Participant, Member or Beneficiary; and

(b) the balance credited to any Account so closed is credited to the forfeiture account under the Plan, and used as an offset against the Plan Sponsor's obligation to make employer contributions in future years or for Plan expenses.

If the Participant, Member or Beneficiary whose Account was closed under this Section subsequently files a claim for distribution of his Account, and if the Plan Administrator determines that the claim is valid, then the balance previously removed upon closure of the Account is restored to the Account first from forfeitures, if any, then by means of a special contribution which is made to the Plan by the Plan Sponsor (with no interest crediting made to the Account).

15.10. Uncashed Checks.

The Plan Administrator may establish and adopt the rules, regulations and/or administrative guidelines designed to facilitate the administration of uncashed checks (e.g., where any portion of a distribution check payable to a Participant, Member or Beneficiary hereunder remains uncashed for a period of time), including (i) the institution of any procedures intended to ascertain the whereabouts of a missing Participant, Member or Beneficiary, (ii) procedures for allocating some, all or none of the amounts to a forfeiture account, and (iii) procedures for re-establishing an Account, where appropriate, and may cease to implement the procedures and any other related rules, regulations and/or administrative guidelines in its discretion at any time. Among other alternatives available to the Plan Administrator, the Plan Administrator may determine, effective as of a date to be determined by the Plan Administrator, in the event that any portion of a distribution check payable to a Participant, Member or Beneficiary hereunder is uncashed for a period designated by the Plan Administrator following a reasonable effort to locate the Participant, Member or Beneficiary, the amount may be allocated to the Plan's forfeiture account until applied in accordance with Section 6.2 hereof. In the event that the Participant, Member or Beneficiary is located subsequent to the forfeiture of his benefit, the benefit is restored in an amount equal to the amount forfeited by means of a special contribution to the Trust and does not count as an annual addition under Section 415 of the Code. The restored benefit is not adjusted for investment gains or losses subsequent to the date of forfeiture.

15.11. Conflicting Claims.

If the Plan Administrator determines that any person has a legal or equitable interest in any benefit that might become payable to a Participant, Member, Beneficiary or Alternate Payee, the Plan Administrator may require, as a condition to any election under the Plan (or to the continuing effect or revocation thereof), such written releases or other agreements as the Plan Administrator (in its discretion) may determine are necessary or appropriate to prevent or avoid any conflicting claim as to the payment of the benefit.

15.12. Account Adjustments.

Notwithstanding anything in the Plan to the contrary, the Plan may use a daily valuation system, which generally means that Accounts will be updated each business day to reflect activity for that day, such as, new contributions received by the Trustee, changes in Participant's or Member's investment elections, and changes in the value of the investment funds under the Plan. Daily valuation is dependent upon the Plan's recordkeeper receiving complete and accurate information from a variety of different sources on a timely basis. Since events may occur that cause an interruption in this process, affecting a single Participant or Member or a group of Participants or Members, there is no guarantee by the Plan that any given transaction will be processed on the anticipated day. In the event of an interruption, any affected transaction will be processed as soon as administratively feasible and no attempt is made to reconstruct events as they would have occurred absent the interruption, regardless of the cause, unless the Plan Administrator directs the Plan's recordkeeper to do so.

IN WITNESS WHEREOF, Palm Beach First Responders Foundation, Inc. has executed the Plan on the date indicated below, by a duly authorized representative of the Plan Sponsor.

By: 

Title: Timothy Moran, 2nd VP

Dated: December 30, 2021

The Palm Beach First Responders Foundation, Inc. Sponsored Retirement Plan for the benefit of the Town of Palm Beach Police Department and Fire Department Employees

**Appendix A
Minimum Distribution Requirements**

A.1 GENERAL RULES.

(a) Coordination with Minimum Distribution Requirements Previously in Effect. Required minimum distributions for years through 2001 were made in accordance with the version of the Regulations proposed in 1987. Required minimum distributions for 2002 were made in accordance with the version of the Regulations proposed in 2001. Required minimum distributions for 2003 and subsequent years will be made in accordance with the final Regulations.

(b) Precedence. The requirements of this Appendix A will take precedence over any inconsistent provisions of the Plan provided that this Appendix A is not considered to allow a Participant, Member or beneficiary to delay a distribution or elect an optional form of benefit not otherwise provided in the Plan.

(c) Requirements of Treasury Regulations Incorporated. All distributions required under this article will be determined and made in accordance with the Treasury regulations under Section 401(a)(9) and the minimum distribution incidental benefit requirement of Section 401(a)(9)(G) of the Code.

(d) TEFRA Section 242(b)(2) Elections. Notwithstanding the other provisions of this Appendix A, distributions may be made under a designation made before January 1, 1984, in accordance with Section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (TEFRA) and the provisions of the Plan that relate to Section 242(b)(2) of TEFRA.

A.2 Time and Manner of Distribution.

(a) Required Beginning Date. The Participant or Member's entire interest will be distributed, or begin to be distributed, to the Participant or Member no later than the Participant or Member's required beginning date.

(b) Death of Participant or Member Before Distributions Begin. If the Participant or Member dies before distributions begin, the Participant or Member's entire interest will be distributed, or begin to be distributed, no later than as follows:

(i) If the Participant or Member's surviving spouse is the Participant or Member's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant or Member died, or by December 31 of the calendar year in which the Participant or Member would have attained age 72, if later.

(ii) If the Participant or Member's surviving spouse is not the Participant or Member's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant or Member died.

(iii) If there is no designated beneficiary as of September 30 of the year following the year of the Participant or Member's death, the Participant or Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant or Member's death.

(iv) If the Participant or Member's surviving spouse is the Participant or Member's sole designated beneficiary and the surviving spouse dies after the Participant or Member but before distributions to the surviving spouse begin, this Section A.2(b), other than Section A.2(b)(i), will apply as if the surviving spouse were the Participant or Member.

For purposes of Sections A.2(b) and A.4, unless Section A.2(b)(iv) applies, distributions are considered to begin on the Participant or Member's required beginning date. If Section A.2(b)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section A.2(b)(i). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant or Member before the Participant or Member's required beginning date (or to the Participant or Member's surviving spouse before the date distributions are required to begin to the surviving spouse under Section A.2(b)(i)), the date distributions are considered to begin is the date distributions actually commence.

(c) Forms of Distribution. Unless the Participant or Member's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year, distributions will be made in accordance with Sections A.3 and A.4. If the Participant or Member's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Section 401(a)(9) of the Code and the Treasury regulations.

(d) Election to Apply 5-Year Rule to Distributions to Designated Beneficiaries. If the Participant or Member dies before distributions begin and there is a designated beneficiary, distribution to the designated beneficiary is not required to begin by the date specified in Section A.2(b), but the Participant or Member's entire interest will be distributed to the designated beneficiary by December 31 of the calendar year containing the fifth anniversary of the Participant or Member's death. If the Participant or Member's surviving spouse is the Participant or Member's sole designated beneficiary and the surviving spouse dies after the Participant or Member but before distributions to either the Participant or Member or the surviving spouse begin, this election will apply as if the surviving spouse were the Participant or Member. This election will apply to all distributions.

A.3 Required Minimum Distributions During Participant or Member's Lifetime.

(a) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant or Member's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(i) the quotient obtained by dividing the Participant or Member's account balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant or Member's age as of the Participant or Member's birthday in the distribution calendar year; or

(ii) if the Participant or Member's sole designated beneficiary for the distribution calendar year is the Participant or Member's spouse, the quotient obtained by dividing the Participant or Member's account balance by the number in the Joint and Last Survivor Table set forth in Section 1.401(a)(9)-9 of the Treasury regulations, using the Participant or Member's and spouse's attained ages as of the Participant or Member's and spouse's birthdays in the distribution calendar year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant or Member's Death. Required minimum distributions will be determined under this Section A.3 beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant or Member's date of death.

A.4 Required Minimum Distributions After Participant or Member's Death.

(a) Death On or After Date Distributions Begin.

(i) Participant or Member Survived by Designated Beneficiary. If the Participant or Member dies on or after the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant or Member's death is the quotient obtained by dividing the Participant or Member's account balance by the longer of the remaining life expectancy of the Participant or Member or the remaining life expectancy of the Participant or Member's designated beneficiary, determined as follows:

(A) The Participant or Member's remaining life expectancy is calculated using the age of the Participant or Member in the year of death, reduced by one for each subsequent year.

(B) If the Participant or Member's surviving spouse is the Participant or Member's sole designated beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant or Member's death using the surviving spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the surviving spouse's death, the remaining life expectancy of the surviving spouse 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 calendar year.

(C) If the Participant or Member's surviving spouse is not the Participant or Member's sole designated beneficiary, the designated beneficiary's remaining life

expectancy is calculated using the age of the beneficiary in the year following the year of the Participant or Member's death, reduced by one for each subsequent year.

(ii) **No Designated Beneficiary.** If the Participant or Member dies on or after the date distributions begin and there is no designated beneficiary as of September 30 of the year after the year of the Participant or Member's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant or Member's death is the quotient obtained by dividing the Participant or Member's account balance by the Participant or Member's remaining life expectancy calculated using the age of the Participant or Member in the year of death, reduced by one for each subsequent year.

(b) **Death Before Date Distributions Begin.**

(i) **Participant or Member Survived by Designated Beneficiary.** If the Participant or Member dies before the date distributions begin and there is a designated beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant or Member's death is the quotient obtained by dividing the Participant or Member's account balance by the remaining life expectancy of the Participant or Member's designated beneficiary, determined as provided in Section C.4(a).

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

(iii) **Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.** If the Participant or Member dies before the date distributions begin, the Participant or Member's surviving spouse is the Participant or Member's sole designated beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section A.2(b)(i), this Section A.4(b) will apply as if the surviving spouse were the Participant or Member.

A.5 Definitions.

(a) **Designated Beneficiary.** The individual who is designated as the beneficiary in accordance with Section 2.7 of the Plan and is the designated beneficiary under Section 401(a)(9) of the Internal Revenue Code and Section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations.

(b) **Distribution Calendar Year.** A calendar year for which a minimum distribution is required. For distributions beginning before the Participant or Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant or Member's required beginning date. For distributions beginning after the Participant or Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section C.2(b). The required minimum

distribution for the Participant or Member's first distribution calendar year will be made on or before the Participant or Member's required beginning date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant or Member's required beginning date occurs, will be made on or before December 31 of that distribution calendar year.

(c) Life Expectancy. Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(d) Participant or Member's Account Balance. The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) 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 and 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.

(e) Required Beginning Date. The Required Beginning Date means April 1 of the calendar year following the later of (a) the calendar year in which the Participant or Member attains age seventy and a half (72), or (b) the calendar year in which the employee retires. In the case of a Participant or Member who is a five percent (5%) owner (as defined in Section 416 of the Code) with respect to the Plan ending in the calendar year in which the Participant or Member turns 72, the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant or Member turns 72.

The Palm Beach First Responders Foundation, Inc. Sponsored Retirement Plan for the benefit of the Town of Palm Beach Police Department and Fire Department Employees

Appendix B
Special Provisions Applicable to Payments to Beneficiaries

B.1 Default. If there is no valid designated Beneficiary on file with the Plan Administrator or the Plan's recordkeeper to receive any amount that becomes payable under the Plan, the amount will be paid in the following order of priority to:

- The Participant's or Member's spouse, as determined by federal law; and if no surviving spouse to
- The Participant's or Member's children (including adopted children), per stirpes; and if none to
- The Participant's or Member's surviving parents, in equal shares; and if none to
- The Participant's or Member's estate.

B.2 Simultaneous Death. To be entitled to receive any undistributed amounts credited to the Account upon the Participant's or Member's death, any person(s) designated as a Beneficiary must be alive, and any entity designated as a Beneficiary must be in existence at the time of the Participant's or Member's death. In the event that the sequence of the deaths of the Participant or Member and any primary Beneficiary cannot be determined or occurred within 120 hours (i.e., 5 days) of each other, the Participant or Member is deemed to have survived.

B.3 Criminal Acts. If the death of a Participant, Member or any Beneficiary is the result of a criminal act involving another Beneficiary, the accused Beneficiary, if convicted of the criminal act, is not entitled to receive any undistributed amounts attributable to the Participant or Member.

B.4 Minors. As long as a Beneficiary remains a minor, any inherited Account established on behalf of the Beneficiary will be controlled by the person(s) that have provided satisfactory evidence to the Plan Administrator that he is authorized to act as representative on behalf of the minor. The minor's representative may be a court-appointed guardian, conservator or any other person named to serve as the minor's representative in the Participant's or Member's will admitted to probate or any other person determined by the Plan Administrator to be authorized to act on behalf of the minor. A minor is a person who has not yet reached the age of majority for the purpose of ownership of financial investments under the laws of the state in which the minor is domiciled. Notwithstanding the limitation set forth in this Section, a minor may request that any inherited Account be transferred to him at any time after attaining the age of majority under the laws of the state in which the minor is domiciled.