

**SUMMARY PLAN DESCRIPTION
FOR**

**Mid-Columbia Fire & Rescue
Deferred Compensation Plan**

September 01, 2021

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Mid-Columbia Fire & Rescue Deferred Compensation Plan Summary Plan Description

ARTICLE 1 INTRODUCTION

Mid-Columbia Fire & Rescue has adopted the Mid-Columbia Fire & Rescue Deferred Compensation Plan (the "Plan") to help its employees save for retirement. If you are an employee of Mid-Columbia Fire & Rescue, you may be entitled to participate in the Plan, provided you satisfy the conditions for participation as described in this Summary Plan Description.

This Summary Plan Description is designed to help you understand the retirement benefits provided under the Plan and your rights and obligations with respect to the Plan. This Summary Plan Description contains a summary of the major features of the Plan, including the conditions you must satisfy to participate under the Plan, the amount of benefits you are entitled to as a Plan participant, when you may receive distributions from the Plan, and other valuable information you should know to understand your Plan benefits. We encourage you to read this Summary Plan Description and contact the Plan Administrator if you have any questions regarding your rights and obligations under the Plan. (See Article 2 below for the name and address of the Plan Administrator.)

This Summary Plan Description does not replace the formal Plan document, which contains all of the legal and technical requirements applicable to the Plan. However, this Summary Plan Description attempts to explain the Plan language in a non-technical manner that will help you understand your retirement benefits. If the non-technical language under this Summary Plan Description and the technical, legal language under the Plan document conflict, the Plan document always governs. If you have any questions regarding the provisions contained in this Summary Plan Description or if you wish to receive a copy of the legal Plan document, please contact the Plan Administrator.

The Plan document may be amended or modified due to changes in law, to comply with pronouncements by the Internal Revenue Service (IRS), or due to other circumstances. If the Plan is amended or modified in a way that changes the provisions under this Summary Plan Description, you will be notified of such changes.

This Summary Plan Description does not create any contractual rights to employment nor does it guarantee the right to receive benefits under the Plan. Benefits are payable under the Plan only to individuals who have satisfied all of the conditions under the Plan document for receiving benefits.

ARTICLE 2 GENERAL PLAN INFORMATION AND KEY DEFINITIONS

This Article 2 contains information regarding the day-to-day administration of the Plan as well as the definition of key terms used throughout this Summary Plan Description.

Plan Name: Mid-Columbia Fire & Rescue Deferred Compensation Plan

Employer:
Name: Mid-Columbia Fire & Rescue
Address: 1400 W 8th Street
The Dalles, Oregon 97058

Telephone number: 541-296-9445

Employer Identification Number (EIN): 93-0715432

Plan Administrator:

The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Plan Administrator maintains the Plan records, provides you with forms necessary to request a distribution from the Plan, and directs the payment of your vested benefits when required under the Plan. The Plan Administrator may designate another person or persons to perform the duties of the Plan Administrator. The Plan Administrator or its delegate, as the case may be, has full discretionary authority to interpret the Plan, including the authority to resolve ambiguities in the Plan document and to interpret the Plan's terms, including who is eligible to participate under the Plan and the benefit rights of participants and beneficiaries. All interpretations, constructions and determinations of the Plan Administrator or its delegate shall be final and binding on all persons, unless found by a court of competent jurisdiction to be arbitrary and capricious. The Plan Administrator also will allow you to review the formal Plan document and other materials related to the Plan.

The Employer listed above is acting as Plan Administrator. The Plan Administrator may designate other persons to carry on the day-to-day operations of the Plan. If you have any questions about the Plan or your benefits under the Plan, you should contact the Plan Administrator or other Plan representative.

Trustees:

All amounts contributed to the Plan are held by the Plan Trustee in a qualified Trust. The Trustee is responsible for the safekeeping of the trust funds and must fulfill all Trustee duties in a prudent manner and in the best interest of you and your beneficiaries. The following is the name and address of the Plan Trustee(s):

- **Name:** Robert Palmer
David Jensen
Steven Biehn
- Address:** 1400 W 8th Street
The Dalles, Oregon 97058

Service of Legal Process:

Service of legal process may be made upon the Plan Trustee or the Plan Administrator.

Effective Date of Plan:

Unless designated otherwise, the provisions of the Plan (as described in this Summary Plan Description) are effective as of 09-01-2021.

Plan Year:

Many of the provisions of the Plan are applied on the basis of the Plan Year. For this purpose the Plan Year is the calendar year running from January 1 – December 31.

Plan Compensation:

The term "compensation" has different meanings within the Plan document. Compensation is generally defined as your total taxable wages or salary increased to include any pre-tax deferrals you make to a 457 plan and any other pre-tax salary reduction contributions you make under any other plans we maintain, including any pre-tax contributions you make under a medical reimbursement plan or "cafeteria" plan.

In applying the contribution formulas under the Plan (as described in Section 4 below), your contributions may be determined based on Plan Compensation. For this purpose, Plan Compensation is your base

compensation, which means earnings related to regular hours worked, earned during the Plan Year excluding all types of compensation other than your base rate of compensation. This definition of Plan Compensation applies to all types of contributions being determined.

For purposes of determining Plan Compensation, only compensation you earn while you are a participant in the Plan will be taken into account. Thus, any compensation you earn while you are not eligible to participate in the Plan will not be considered in determining Plan Compensation.

Normal Retirement Age:

You will reach Normal Retirement Age under the Plan when you attain the earlier of age 55, 30 Years of Service or age 50 with 25 Years of Service.

**ARTICLE 3
DESCRIPTION OF PLAN**

Type of Plan. This Plan is a special type of retirement plan commonly referred to as a governmental Deferred Compensation Plan. Under the Plan, you may choose to have a specific percentage or dollar amount withheld from your salary and have such amount deposited directly into a salary deferral account on your behalf. This pre-tax contribution is called a “Salary Deferral.” As a pre-tax contribution, you do not have to pay any income tax while your Salary Deferrals are held in the Plan, and any earnings on your Salary Deferrals are not taxed while they stay in the Plan.

As a governmental 457(b), it is not covered under Title I or Title IV of ERISA and, therefore, benefits are not insured by the Pension Benefit Guaranty Corporation.

**ARTICLE 4
PLAN CONTRIBUTIONS**

The Plan provides for the contributions listed below. Article 5 discusses the requirements you must satisfy to receive the contributions described in this Article 4. Article 7 describes the vesting rules applicable to your plan benefits. Special rules also may apply if you leave employment to enter qualified military service. See your Plan Administrator if you have questions regarding the rules that apply if you are on military leave.

Salary Deferrals

If you have satisfied the conditions for participating under the Plan (as described in Article 5 below) you are eligible to make Salary Deferrals to the Plan. To begin making Salary Deferrals, you must complete a Salary Reduction Agreement requesting that a portion of your compensation be contributed to the Plan instead of being paid to you as wages. For this purpose, no participant will be allowed to make Salary Deferrals prior to the date the Plan is formally executed. Any Salary Deferrals you make to the Plan will be invested in accordance with the Plan’s investment policies.

Pre-Tax Salary Deferrals. If you make Salary Deferrals to the Plan, you will not have to pay income taxes on such amounts or on any earnings until you withdraw those amounts from the Plan.

Consider the following examples:

- If you earn \$30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan and you elect to save 3% (or \$900) of your salary under the 457 Plan this year, you would save \$135 in Federal income taxes (15% of \$900 = \$135).
- If you earn \$30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan, and you elect to save 5% (or \$1,500) of your salary under the 457 Plan this year, you would save \$225 in Federal income taxes (15% of \$1,500 = \$225).

- If you earn \$30,000 a year, are in the 15% tax bracket, are eligible to participate in the Plan and you elect to save 8% (or \$2,400) of your salary under the 457 Plan this year, you would save \$360 in Federal income taxes (15% of \$2,400 = \$360).

As you can see, the more you are able to put away in the Plan and the higher your tax bracket, the greater your tax savings will be. In addition, if the amount of your Salary Deferrals grows due to investment earnings, you will not have to pay any Federal income taxes on those earnings until such time as you withdraw those amounts from the Plan.

Special 457 “Catch-up” contributions. 457(b) plan’s annual contributions and other additions (excluding earnings) to a participant’s account cannot exceed the lesser of:

1. 100% of the participant's includible compensation, or
2. The elective deferral limit (Per IRS annual limits).

Increases to the general annual contribution limit:

- 457(b) plans of state and local governments may allow catch-up contributions for participants who are aged 50 or older.
- Special 457(b) catch-up contributions, if permitted by the plan, allow a participant for 3 years prior to the normal retirement age (as specified in the plan) to contribute the lesser of:
 - Twice the annual limit (\$36,000 2016, or the annual IRS limit), or
 - The basic annual limit plus the amount of the basic limit not used in prior years (only allowed if not using age 50 or over catch-up contributions)

Salary Reduction Agreement. You may not begin making Salary Deferrals under the Plan until you complete a Salary Reduction Agreement. You may request a Salary Reduction Agreement from the Plan Administrator or other designated Plan representative. The Salary Reduction Agreement will permit you to designate how much you wish to defer into the Plan.

Change of election. You can increase or decrease the amount of your Salary Deferrals as of a designated election date. For this purpose, the designated election date(s) for changing or modifying your Salary Reduction Agreement will be set forth in the Salary Reduction Agreement or other written procedures describing the time period for changing Salary Deferral elections. If the available election date(s) change, you will be notified in writing of any such change. You always will be able to change or modify your Salary Reduction Agreement at least once per year. Generally, you may revoke an existing Salary Reduction Agreement and stop making Salary Deferrals at any time. Any change you make to a Salary Reduction Agreement will become effective as of the next designated election date, and will remain in effect until modified or canceled during a subsequent election period.

Matching Contributions

We are authorized under the Plan to make a Matching Contribution on behalf of eligible Plan participants. A Matching Contribution is an Employer Contribution that is made to participants who make Salary Deferrals to the Plan. If you satisfy all of the eligibility requirements described in Article 5 below and you make Salary Deferrals, you will receive an allocation of any Matching Contributions we make to the Plan, in accordance with the matching formula described below. If you do not satisfy all of the eligibility requirements for receiving a Matching Contribution, you will not share in an allocation of such Matching Contributions for the period for which you do not satisfy the eligibility requirements.

Matching Contributions will be contributed to your Matching Contribution account under the Plan at such time as we deem appropriate. Matching Contributions may be contributed during the Plan Year or after the Plan

Year ends. Any Matching Contributions we make will be made in accordance with the following Matching Contribution formula.

- **Discretionary Matching Contribution formula.** Under this formula, we have discretion whether to make a Matching Contribution to the Plan. We will decide each year how much, if any, we wish to make as a Matching Contribution. Since this Matching Contribution is discretionary, we may decide not to make a Matching Contribution. Any Matching Contribution we decide to make will be determined as a percentage of any Salary Deferrals you make during the Plan Year or as a uniform dollar amount.

Rollover Contributions

If you have an account balance in another qualified retirement plan or an IRA, you may move those amounts into this Plan, without incurring any tax liability, by means of a “rollover” contribution. You are always 100% vested in any amounts you contribute to the Plan as a rollover from another qualified plan or IRA. This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses under the Plan.

You may accomplish a rollover in one of two ways. You may ask your prior plan administrator or trustee to directly rollover to this Plan all or a portion of any amount which you are entitled to receive as a distribution from your prior plan. Alternatively, if you receive a distribution from your prior plan, you may elect to deposit into this plan any amount eligible for rollover within 60 days of your receipt of the distribution. Any rollover to the Plan will be credited to your Rollover Contribution Account. You will be able to withdraw the amounts in your rollover account at any time, unless the in-service withdrawal of rollover contributions is specifically prohibited as described in Article 8 below.

Generally, the Plan will accept a rollover contribution from another qualified retirement plan or IRA. The Plan Administrator may adopt separate procedures limiting the type of rollover contributions it will accept. For example, the Plan Administrator may impose restrictions on the acceptance of after-tax contributions or Salary Deferrals (including Roth Deferrals) or may restrict rollovers from particular types of plans. In addition, the Plan Administrator may, in its discretion, apply restrictions on the acceptance of rollover contributions if you are not currently a participant in the Plan. In no event will these procedures be applied in a discriminatory manner.

If you have questions about whether you can rollover a prior plan distribution, please contact the Plan Administrator or other designated Plan representative.

ARTICLE 5 ELIGIBILITY REQUIREMENTS

This Article sets forth the requirements you must satisfy to participate under the Plan. To qualify as a participant under the Plan, you must:

- be an Eligible Employee
- satisfy the Plan's minimum age and service conditions and

Eligible Employee

- To participate under the Plan, you must be an Eligible Employee. For this purpose, you are considered an Eligible Employee if you are an employee of Mid-Columbia Fire & Rescue.

Minimum Age and Service Requirements

In order to participate in the Plan, you must satisfy certain service conditions under the Plan.

- **Salary Deferrals.** In order to make Salary Deferrals under the Plan, you must be an Eligible Employee and you must satisfy the following minimum age and service requirements.
 - **Minimum service requirement.** In order to make Salary Deferrals under the Plan, you must work for us for at least 3 consecutive months.

Entry Date. Once you have satisfied the eligibility conditions described above, you will be eligible to participate under the Plan on your Entry Date. For this purpose, your Entry Date is the first day of the month following the date you satisfy the eligibility conditions described above. For example, if you satisfy the Plan's eligibility conditions on November 12, you will be eligible to enter the Plan on the following December 1.

Crediting eligibility service. In determining whether you satisfy the Plan's minimum age or service conditions, all service you perform during the year is counted. In addition, if you go on a maternity or paternity leave of absence or a military leave of absence, you may receive credit for service during your period of absence for certain purposes under the Plan. You should contact the Plan Administrator to determine the effect of a maternity/paternity or military leave of absence on your eligibility to participate under the Plan. See Article 2 for a list of certain "predecessor" employers for whom service may be credited for eligibility purposes under the Plan.

Eligibility upon rehire or change in employment status. If you terminate employment after satisfying the minimum age and service requirements under the Plan and you are subsequently rehired as an Eligible Employee, you will enter the Plan on the later of your rehire date or your Entry Date. If you terminate employment prior to satisfying the minimum age and service requirements, and you are subsequently rehired, you will have to meet the eligibility requirements as if you are a new Employee in order to participate under the Plan.

ARTICLE 6 LIMIT ON CONTRIBUTIONS

The IRS imposes limits on the amount of contributions you may receive under this Plan, as described below.

IRS limits on Salary Deferrals. The IRS imposes limits on the amount you can contribute as Salary Deferrals during a calendar year. For 2013, the maximum deferral limit is \$17,500. For years after 2013, the maximum deferral limit will be adjusted for cost-of-living each year. The Plan Administrator will provide you with information regarding the adjusted deferral limit beginning after 2013. In addition, if you are at least age 50 by December 31 of the calendar year, you also may make a special catch-up contribution in addition to the maximum deferral limit described above. For 2013 the catch-up contribution limit is \$5,500. For years after 2013, the catch-up contribution limit will be adjusted for cost-of living each year. The Plan Administrator will provide you with information concerning the catch-up contribution limit for years after 2013.

Example. If you are at least age 50 by December 31, 2013, the maximum Salary Deferral you may make for the 2013 calendar year would be \$23,000 [i.e., \$17,500 maximum deferral limit plus \$5,500 catch-up contribution limit].

The IRS deferral limit applies to **all** Salary Deferrals you make in a given calendar year to this Deferred Compensation Plan or any other 457(b) plan.

If you make Salary Deferrals for a given year in excess of the deferral limit described above under this Plan or another plan maintained by the Employer (or any other employer maintaining this Plan), the Plan Administrator will automatically return the excess amount and associated earnings to you.

ARTICLE 7 DETERMINATION OF VESTED BENEFIT

Vested account balance. When you take a distribution of your benefits under the Plan, you are only entitled to withdraw your *vested* account balance. For this purpose, your *vested* account balance is the amount held under the Plan on your behalf for which you have earned an ownership interest. You earn an ownership interest in your Plan benefits if you have earned enough service with us to become *vested* based on the Plan's vesting schedule. If you terminate employment before you become fully vested in any of your Plan benefits, those non-vested amounts may be forfeited. (See below for a discussion of the forfeiture rules that apply if you terminate with a non-vested benefit under the Plan.)

The following describes the vesting schedule applicable to contributions under the Plan.

- **Salary Deferrals.** You are always 100% vested in your Salary Deferrals. In other words, you have complete ownership rights to your Salary Deferrals under the Plan.
- **Employer Match.** You are always 100% vested in your Employer Match. In other words, you have complete ownership rights to your Employer Match under the Plan.

Protection of vested benefit. Once you are vested in your benefits under the Plan, you have an ownership right to those amounts. While you may not be able to immediately withdraw your vested benefits from the Plan due to the distribution restrictions described under Article 8 below, you generally will never lose your right to those vested amounts. However, it is possible that your benefits under the Plan will decrease as a result of investment losses. If your benefits decrease because of investment losses, you will only be entitled to the vested amount in your account at the time of distribution.

ARTICLE 8 PLAN DISTRIBUTIONS

The Plan contains detailed rules regarding when you can receive a distribution of your benefits from the Plan. As discussed in Article 7 above, if you qualify for a Plan distribution, you will only receive your vested benefits. This Article 8 describes when you may request a distribution and the tax effects of such a distribution.

Distribution events. You may receive a distribution of any amounts held under the Plan upon the occurrence of the following events:

- You have a Severance from Employment with the Employer.
- You have attained age 70 ½.
- You qualify for an Unforeseeable Emergency distribution, as described below.

Distribution types. You are entitled to a distribution from the Plan in the following types:

- **Lump sum.** You may elect to take a distribution of your entire vested account balance in a lump sum. In addition, you may take a distribution of only a portion of your vested account balance. If you take a lump sum distribution, you may elect to rollover all (or any portion) of your distribution to an IRA or to another qualified plan. See the *Special Tax Notice*, which you may obtain from the Plan Administrator, for more information regarding your ability to rollover your plan distribution.
- **Installment payments.** You may elect to receive a distribution in the form of a series of installment payments. If you elect distribution in the form of installments, your vested benefit will be paid out in equal annual installments over a set number of years. If the installment period is 10 years or greater, you may not rollover any of the installment payments into an IRA or into another qualified plan. The Plan Administrator will provide you with forms necessary to elect an installment distribution under the Plan.

Unforeseeable Emergency distribution. You may receive an in-service distribution on account of an Unforeseeable Emergency.

- Amount available for distribution. You may receive a distribution on account of an Unforeseeable Emergency of any portion of your vested benefit (including earnings thereon) up to the amount reasonably necessary to satisfy the emergency need.
- Definition of Unforeseeable Emergency. An unforeseeable emergency is a severe financial hardship resulting from (i) an illness or accident of you or a Beneficiary, the your or your Beneficiary's spouse or your or your Beneficiary's dependent; (ii) loss of yours or your Beneficiary's property due to casualty; or (iii) similar extraordinary or unforeseeable circumstances arising as a result of events beyond the your or your Beneficiary's control (such as the need to pay medical expenses or funeral expenses).
- Availability of Other Resources. The Plan may not make a distribution on account of an Unforeseeable Emergency to the extent that the emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of yours assets without causing financial hardship; or by cessation of Salary Deferrals under the Plan.

Limits on in-service distributions. In addition to the requirements described above for receiving an in-service distribution, the Plan contains additional limits which may limit your ability to take an in-service withdrawal. For example:

- You may take only 1 in-service distribution during the year.
- You may not take an in-service distribution of less than \$1,00.

The Plan Administrator may impose additional limitations on in-service distributions as authorized under the Plan.

Required distributions. If you have not begun taking distributions before you attain your Required Beginning Date, the Plan generally must commence distributions to you as of such date. For this purpose, your Required Beginning Date is April 1 following the end of the calendar year in which you attain age 70½ or terminate employment, whichever is later. (For 5% owners, the Required Beginning Date is April 1 following the calendar year in which you attain age 70½, even if you are still employed.)

Once you attain your Required Beginning Date, the Plan Administrator will commence distributions to you as required under the Plan. The Plan Administrator will inform you of the amount you are required to receive once you attain your Required Beginning Date.

Distribution upon disability. If you should terminate employment because you are disabled, you will be eligible to receive a distribution of your vested account balance under the Plan's normal distribution rules. You will be considered to be disabled for purposes of applying the Plan's distribution rules if you are unable to engage in any substantial gainful activity by reason of a medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The Plan Administrator may establish reasonable procedures for determining whether you are disabled for purposes of applying the distribution provisions of the Plan.

Distributions upon death. If you should die before taking a distribution of your entire vested account balance, your remaining benefit will be distributed to your beneficiary or beneficiaries, as designated on the appropriate designated beneficiary election form. You should receive a designated beneficiary election form from the Plan Administrator.

If you are married, your spouse generally is treated as your beneficiary, unless you and your spouse properly designate an alternative beneficiary to receive your benefits under the Plan. The Plan Administrator will provide you with information concerning the availability of death benefits under the Plan and your rights (and your spouse's rights) to designate an alternative beneficiary for such death benefits. If you do not designate a beneficiary to receive your benefits upon death, your benefits will be distributed first to your spouse. If you have no spouse at the time of death, your benefits will be distributed equally to your children. If you have no children at the time of your death, your benefits will be distributed to your estate. For this purpose, any designation of your spouse as designated beneficiary is automatically revoked upon a formal divorce decree unless you re-execute a new beneficiary designation form or enter into a valid qualified domestic relations order (QDRO).

Taxation of distributions. Generally, you must include any Plan distribution in your taxable income in the year you receive the distribution. More detailed information on tax treatment of Plan distributions is contained in the "Special Tax Notice" which you may obtain from the Plan Administrator.

Rollovers and withholding. You may "roll over" most Plan distributions to an IRA or another qualified plan and avoid current taxation. You may accomplish a rollover either directly or indirectly. In a direct rollover, you instruct the Plan Administrator that you wish to have your distribution deposited directly into another plan or an IRA. In an indirect rollover, the Plan Administrator actually makes the distribution to you and you may rollover that distribution to an IRA or another qualified plan within 60 days after you receive the Plan distribution.

If you are eligible to directly rollover a distribution but choose not to, the Plan Administrator must withhold 20% of the taxable distribution for federal income tax withholding purposes. The Plan Administrator will

provide you with the appropriate forms for choosing a direct rollover. For more information, see the “Special Tax Notice,” which may be obtained from the Plan Administrator.

Certain benefit payments are not eligible for rollover and therefore will not be subject to 20% mandatory withholding. The types of benefit payments that are not “eligible rollover distributions” include:

- annuities paid over your lifetime,
- installments payments for a period of at least ten (10) years,
- minimum required distributions at age 70½, and
- unforeseeable emergency withdrawals.

[Note: All of the above distribution options may not be available under this Plan.]

Non-assignment of benefits and Qualified Domestic Relations Orders (QDROs) Your benefits cannot be sold, used as collateral for a loan, given away, or otherwise transferred, garnished, or attached by creditors, except as provided by law. However, if required by applicable state domestic relations law, certain court orders could require that part of your benefit be paid to someone else—your spouse or children, for example. This type of court order is known as a Qualified Domestic Relations Order (QDRO). As soon as you become aware of any court proceedings that might affect your Plan benefits, please contact the Plan Administrator. You may request a copy of the procedures concerning QDROs, including those procedures governing the qualification of a domestic relations order, without charge, from the Plan Administrator.

ARTICLE 9 PLAN INVESTMENTS AND FEES

Valuation Date. To determine your share of any gains or losses incurred as a result of the investment of Plan assets, the Plan is valued on a regular basis. For this purpose, the Plan is valued on a daily basis. Thus, you will receive an allocation of gains or losses under the Plan at the end of each business day during which the New York Stock Exchange is open.

Plan fees. There may be fees or expenses related to the administration of the Plan or associated with the investment of Plan assets that will affect the amount of your Plan benefits. Any fees related to the administration of the Plan or associated with the investment of Plan assets may be paid by the Plan or by the Employer. If the Employer does not pay Plan-related expenses, such fees or expenses will generally be allocated to the accounts of Participants either proportionally based on the value of account balances or as an equal dollar amount based on the number of participants in the Plan. If you direct the investment of your benefits under the Plan, you will be responsible for any investment-related fees incurred as a result of your investment decisions. Prior to making any investment, you should obtain and read all available information concerning that particular investment, including financial statements, prospectuses, and other available information.

In addition to general administration and investment fees that are charged to the Plan, you may be assessed fees directly associated with the administration of your account. For example, if you terminate employment, your account may be charged directly for the pro rata share of the Plan’s administration expenses, regardless of whether the Employer pays some of these expenses for current Employees. Other fees that may be charged directly against your account include:

- Fees related to the processing of distributions upon termination of employment.
- Fees related to the processing of in-service distributions (including hardship distributions).
- Fees related to the processing of required minimum distributions at age 70½ (or termination of employment, if later).
- Participant loan origination fees and annual maintenance fees.

- Charges related to processing of a qualified domestic relation order (QDRO) where a court requires that a portion of your benefits is payable to your ex-spouse or children as a result of a divorce decree.

ARTICLE 10 PARTICIPANT LOANS

The Plan does not permit Participants to take a loan from the Plan. To access Plan assets, you must be eligible to receive a distribution from the Plan, as described in Article 8 above.

ARTICLE 11 PLAN AMENDMENTS AND TERMINATION

Plan amendments. We have the authority to amend this Plan at any time. Any amendment, including the restatement of an existing Plan, may not decrease your vested benefit under the Plan, except to the extent permitted under the Internal Revenue Code.

Plan termination. Although we expect to maintain this Plan indefinitely, we have the ability to terminate the Plan at any time. For this purpose, termination includes a complete discontinuance of contributions under the Plan or a partial termination. In the event of the termination of the Plan, you are entitled to a distribution of your entire vested benefit. Such distribution shall be made directly to you or, at your direction, may be transferred directly to another qualified retirement plan or IRA. If you do not consent to a distribution of your benefit upon termination of the Plan, the Plan Administrator will transfer your vested benefit directly to an IRA that we will establish for your benefit. .