



CITY OF DANBURY
155 DEER HILL AVENUE
DANBURY, CONNECTICUT 06810

CHARLES J. VOLPE, JR
PURCHASING AGENT

(203) 797-4571 PHONE
(203) 796-1527 FAX
c.volpe@danbury-ct.gov

November 16, 2016

ADDENDUM #2

To

Bid #09-16-17-05 "Service Contractor for Deferred Compensation 457(b) & 401(a) Plans"

This addendum shall be part of the Purchasing documents for the above captioned Bid. This addendum is to be acknowledged by the bidder by signing as provided below and returning with the bidder's proposal.

SEE ATTACHED: City's Response to Questions, 17-pages
File Submit Detail (requested document), 1-page
City of Danbury Deferred Compensation Plan (requested document), 44-pages
City of Danbury 401(A) Retirement Plan (requested document), 45-pages

BID DUE DATE: Remains the same: no later than 2:00 PM on Monday, December 5, 2016

Receipt of the addendum is hereby acknowledged.

Bidder _____

Signature _____

Title _____

Date _____

Charles J. Volpe, Jr.
Purchasing Agent
City of Danbury



City's Response to Questions

DEFERRED COMPENSATION SECTION 457(b) & 401(a) Plans

FOR THE

City of Danbury Employees

**155 Deer Hill Avenue
Danbury, CT 06810**

RFP # 09-16-17-05

Proposals Due: December 5, 2016 at 2:00 p.m.

Purchasing Agent
City of Danbury
155 Deer Hill Avenue
Danbury, CT 06810
Phone: 203-797-4571

What is the mapping strategy? Like Fund, LifeSpan Models, etc.

It has not yet been determined if there will be a mapping to 'similar' funds, to Target Date funds, or keep existing funds.

What is the current crediting rate on the Stable Value?

The "stable value" option is MassMutual's General Account. Current rate 3.35%

The 457 has a 12 month put on the Stable Value and the 401(a) has a 6 over 5 provision, are there any other MVAs, individual contract exchanges, restrictions on this plan?

There are no other restrictions. The contract is a Group Contract.

What are the eligible participants for both plans?

457(b) – all employees

401(a) – only new hires covered by specific collective bargaining units, with the potential for an additional 75 eligible employees beginning July 1, 2017

How many unique participants are there? Are there any overlap between the two plans?

457(b) – 407 active employees

401(a) – 38 active employees

Currently there are six (6) employees who are required to contribute to the 401(a) Plan who also participate in the 457(b) Plan.

Does this plan need fee disclosures and reg mailings included in pricing?

Yes

Does this plan need 3(21) or 3(38) coverage?

Hooker & Holcombe is the Investment Advisor and acts as Co-Fiduciary in a 3(21) capacity.

Does this plan want onsite support? If so, how many days per year?

Yes.

The overall objective of the City's deferred compensation program is to educate employees of the importance of saving incrementally over a long period of time for their future financial security thus increasing employee participation and deferrals into the plan. Such plan should be unique for each individual after an analytical and thoughtful risk assessment throughout each stage of their life.

We would like to review a plan from vendors that addresses this overall objective. This plan can include (but is not limited to) a combination of individual meetings, group meetings, direct mailings, online seminars and other presentations that would promote such objectives.

Should any broker comp/GDC, or Plan Account Funding/ERISA be included in our quote? If so, how much?

As it currently stands, there is an "ERISA" type bucket where excess revenue share is held and distributed back to participants on an annual basis.

Do the 457(b) and 401(a) offer the same fund line-up? If not, please provide the fund line-up that is currently offered for each plan? Page 5 section 1.3 Scope of Goods and Services/Investment Options

Please provide a complete breakdown of assets by fund including ticker symbols for each plan. Page 5 section 1.3 Scope of Goods and Services/Investment Options

Below are funds and asset holdings as of September 30, 2016. It is anticipated that there will be a reduction of funds available starting July 01, 2017.

457(b)

Ticker	Investment Name	Total Assets
JSRAX	JP MORGAN SMARTRETIREMENT INC	\$9,383.75
JSFAX	JP MORGAN SMARTRETIREMENT 2015	\$17,408.84
DIISX	DREYFUS INTL STK INDX	\$32,825.01
PSRAX	PIONEER STRATEGIC INCOME	\$38,197.05
MFGHX	MFS GOVERNMENT SECURITIES	\$47,120.30
TPINX	TEMPLETON GLOBAL BOND	\$51,930.86
JNSAX	JP MORGAN SMARTRETIREMENT 2025	\$59,299.08
PRTNX	PIMCO REAL RETURN	\$63,142.91
WASYX	IVY ASSET STRATEGY	\$66,117.02
SRJAX	JP MORGAN SMARTRETIREMENT 2035	\$155,580.62
WAPIX	WESTERN ASSET CORE BD	\$169,089.41
PTTAX	PIMCO TOTAL RETURN	\$216,565.63
JSAAX	JP MORGAN SMARTRETIREMENT 2045	\$221,771.99
ODMAX	OPPENHEIMER DEVELOPING MARKETS	\$236,930.55
PHYIX	PUTNAM HIGH YIELD ADVANTAGE	\$238,465.88
PESPX	DREYFUS MIDCAP INDX	\$342,568.91
TEMTX	TEMPLETON FOREIGN	\$344,596.20
IARAX	INVESCO REAL ESTATE	\$530,038.62

ACLAX	AMERICAN CENTURY MID CAP VALUE	\$613,846.83
HIAOX	HARTFORD INTERNATL OPPS HLS	\$671,778.20
NBSTX	NEUBERGER BERMAN SOCIALLY RESP	\$696,049.71
HIALX	HARTFORD GLOBAL GROWTH HLS	\$720,342.36
HIADX	HARTFORD DIVIDEND & GROWTH HLS	\$737,608.59
DISSX	DREYFUS SMALLCAP STK INDX	\$783,878.21
MMUFX	MFS UTILITIES	\$866,386.91
AASSX	AMERICAN BEACON SC VALUE	\$891,293.58
PEOPX	DREYFUS S&P 500 INDEX	\$1,064,482.91
ACEIX	INVESCO EQUITY AND INCOME	\$1,181,163.67
HIAHX	HARTFORD HEALTHCARE HLS	\$1,181,716.66
HIASX	HARTFORD SMALL COMPANY HLS	\$1,229,483.71
HPEAX	HIGHLAND PREMIER GROWTH EQUITY	\$1,967,751.95
TWEIX	AMERICAN CENTURY EQUITY INCOME	\$2,695,884.98
HIMCX	HARTFORD MIDCAP HLS	\$3,777,233.03
HIACX	HARTFORD CAPITAL APPRECTN HLS	\$6,551,936.34
	GENERAL ACCOUNT	\$20,926,658.03
		\$49,398,528.30

401(a)

Ticker	Investment Name	Total Assets
TEAFX	TEMPLETON FOREIGN	\$1,472.00
MFGHX	MFS GOVERNMENT SECURITIES	\$3,248.74
IARAX	INVESCO REAL ESTATE	\$3,565.81
HDGSX	THE HARTFORD DIV AND GROWTH	\$4,434.57
IHSSX	THE HARTFORD SMALL COMPANY	\$4,930.22
PHYIX	PUTNAM HIGH YIELD ADVANTAGE	\$4,814.31
FRSGX	FRANKLIN SMALL-MID CAP GROWTH	\$5,448.21
MSAVX	INVESCO AMERICAN VALUE	\$6,432.28
HGHSX	THE HARTFORD HEALTHCARE	\$6,661.60
ITHSX	THE HARTFORD CAPITAL APPRCTN	\$7,111.63
TPINX	TEMPLETON GLOBAL BOND	\$7,240.55
JSFAX	JP MORGAN SMARTRETIREMENT 2015	\$7,710.73
PRTNX	PIMCO REAL RETURN	\$13,768.00
PTTAX	PIMCO TOTAL RETURN	\$10,652.21
HIALX	HARTFORD GLOBAL GROWTH HLS	\$11,156.81
DISSX	DREYFUS SMALLCAP STK INDX	\$12,927.35
IHOSX	THE HARTFORD INTERNATL OPPS	\$12,869.86
JNSAX	JP MORGAN SMARTRETIREMENT 2025	\$13,937.96
PESPX	DREYFUS MIDCAP INDX	\$15,513.01
PSRAX	PIONEER STRATEGIC INCOME	\$16,845.18
TWEAX	AMERICAN CENTURY EQUITY INCOME	\$17,265.04

ODMAX	OPPENHEIMER DEVELOPING MARKETS	\$18,596.93
WASYX	IVY ASSET STRATEGY	\$20,960.42
JSAAX	JP MORGAN SMARTRETIREMENT 2045	\$27,702.35
HPEAX	HIGHLAND PREMIER GROWTH EQUITY	\$31,513.10
PEOPX	DREYFUS S&P 500 INDEX	\$33,354.59
	GENERAL ACCOUNT	\$264,584.72
		\$584,718.18

Please provide information on the fixed funds in the plan today. What is the current crediting rate? What are the expense ratios? Page 5 section 1.3 Scope of Goods and Services/Investment Options

The fixed fund is MassMutual’s General Account. Current rate is 3.35%

Does the City have a preference for a fixed option type? Would you prefer a stable value or general account solution? Page 5 section 1.3 Scope of Goods and Services/Investment Options

There is no preference.

Please provide the current service days provided by your recordkeepers. How many group meetings and how many individual meetings were held in 2015? How many days per year would the City prefer going forward? Page 5 Section 1.3 Scope of Goods and Services/Full Enrollment & Communications for Plan Enrollment

The overall objective of the City’s deferred compensation program is to educate employees of the importance of saving incrementally over a long period of time for their future financial security thus increasing employee participation and deferrals into the plan. Such plan should be unique for each individual after an analytical and thoughtful risk assessment throughout each stage of their life.

We would like to review a plan from vendors that addresses this overall objective. This plan can include (but is not limited to) a combination of individual meetings, group meetings, direct mailings, online seminars and other presentations that would promote such objectives.

Please provide the current plan documents and service agreements for the 457(b) and 401(a) plan. Page 5 Section 1.3 Scope of Goods and Services/Plan Documentation and Filing

Current Plan documents are included in PDF format. Service agreements with MassMutal are not included.

What is your current process for participants to initiate a loan: online, paper, or both? How are loans repaid: payroll deduction, ACH, or other? Page 5 Section 1.3 Scope of Goods and Services/Loan Provision

Loans are initiated with a paper application (form to be provided by recordkeeper).

Loans are repaid through payroll deduction. Early pay-off is processed with provider or on provider's website.

You mention on page 5 the investment line-up is not being considered within the RFP, however, on page 24, the City has requested information for each proprietary investment vehicle. To clarify, does the City want a proposed fund line-up or only a stable value fund option? Page 5 section 1.3 Scope of Goods and Services/Investment Options & Page 24 Section 4.8 Investment/Question 3

The Plan Sponsor prefers an open architecture offering. If there are mandatory proprietary vehicles, such as Target Date Funds and/or Stable Value, please disclose the information requested.

What are the current fees for the plan today? Page 7 Section 1.3 Breakdown of all fees and cost

The Plan Sponsor prefers not to disclose this.

Is there any overlap with participants between the 457(b) & 401(a) plans? If so, can the City provide the total unique participants between the two plans? Page 8 Section 1.4 Background Information

457(b) = 407 active employees contributing

401(a) = 38 active employees

Please provide the vesting schedule. Page 10 Section 1.4 Background Information/401(a) Plan Data

Vesting schedules are included in the attached Plan documents.

Please provide a sample of the current contribution file feed that the plan uses today. Please provide data definitions as well as field level definitions for the file. Page 22 Section 4.5 Administration/Recordkeeping/Question 10

A deduction report is generated through the City payroll process and converted into a csv file in the file format supplied by the current provider (see also one page pdf, "File Submit Detail").

Does the City have any surrender charges associated with the transfer of participant accounts? If so, what is the total amount of the surrender charge? Page 23 Section 4.6 Transition/Conversion/Question 2

There are no surrender charges other than the put feature on the General Account. The Plans are group contracts, not individual contracts.

Does the plan currently utilize a self directed brokerage option? If so, please provide the company being used as well as the total assets in the program today. Page 24 Section 4.8 Investments/ Question 4

The Plan does not utilize a self-directed brokerage option.

Does the plan currently have managed account programs? If so, please provide the total assets in those programs today. Page 24 Section 4.8 Investments/ Question 5

The Plans offer five risk based model strategies using funds in the lineup. The 457(b) has \$251,637 and the 401(a) has \$126,272 in assets.

Please indicate if any of the revenue produced by the fund line-up is kept by the recordkeeper or returned to the plan and or the participants. Page 25 Section 4.8 Investments/ Question 8

Excess revenue share is distributed back to the Plan participants.

Please provide a list of any ancillary fees that are currently being charged to the plan and or its participants. i.e) Loans, SDBA, financial advice, QDRO's, etc. Page 26 Section 4.10 Fee/Expense Proposal

The Plan Sponsor prefers not to disclose this.

Does the plan prefer a revenue requirement (implicit fee paid through revenue share of the plan) or an explicit per participant fee (asset based or per head) fee structure? Page 26 Section 4.10 Fee/Expense Proposal

The Plan Sponsor would consider both options.

Does the plan prefer a fee assuming no proprietary funds in the plan? Or, would the plan accept no fee assuming proprietary funds? Page 26 Section 4.10 Fee/Expense Proposal

The Plan Sponsor prefers a fee assuming no proprietary funds but would consider a proprietary Stable Value or General Account on the fixed side.

How many unique participants are in the plan?

457(b) = 407 active employees; 401(a) = 38 employees

Please provide the total number of eligible participants.

605 employees are eligible for the 457 plan.

There is no "eligibility" for the 401 plan – enrollment is required for employees covered by specific collective bargaining agreements. There is the potential for an additional 75 eligible employees beginning July 1, 2017

Please provide quarterly account statements for the period ending June 30, 2016, for the 401 and 457 plans.

The Plan Sponsor prefers not to disclose this.

How often are the current provider's representatives on-site to provide services? Please provide information regarding the frequency and nature of the individual and group educational meetings.

The overall objective of the City's deferred compensation program is to educate employees of the importance of saving incrementally over a long period of time for their future financial security thus increasing employee participation and deferrals into the plan. Such plan should be unique for each individual after an analytical and thoughtful risk assessment throughout each stage of their life.

We would like to review a plan from vendors that addresses this overall objective. This plan can include (but is not limited to) a combination of individual meetings, group meetings, direct mailings, online seminars and other presentations that would promote such objectives.

Please confirm that the date of September 30, 2010, is correct.

No, the date should be September 30, 2016.

Please confirm that the date of September 30, 2010, is correct.

No, the date should be September 30, 2016.

Is there an existing Managed Accounts program?

The Plans offer five risk based model strategies using funds in the lineup. The 457(b) has \$251,637 and the 401(a) has \$126,272 in assets.

Please confirm the number of unique participants with accounts in all Plan types.

457(b) = 407 active employees; 401(a) = 38 employees

In regard to Section 4.6, question 2, have any transition fees from the current provider been identified? Please provide the anticipated amount of fees to be reimbursed.

There are no surrender charges other than the put feature on the General Account. The Plans are group contracts, not individual contracts.

In regard to Section 4.8, question 3, Nationwide is prepared to offer the City full open architecture for all variable investments with no proprietary requirements. Is the City interested in receiving detailed investment information for non-required proprietary investments?

Yes

Section 1.4, p. 8 - can you please confirm there are 371 participants with a balance in the 457b plan and 42 participants with a balance in the 401a?

Confirmed

Please provide the plan documents for each plan.

See attached.

What is going well with the plans today?

Participation, interest rate on the General Account, open fund architecture,

What would you like to see improved?

Participant education and one on ones.

Can you please describe the current pricing structure, (e.g. asset based, per participant, a combination of both)?

Asset Based

What are the primary communication objectives for the plan (e.g., increasing deferrals, asset diversification, retirement income, retirement planning)?

All of the above.

What are the current challenges or issues regarding communications and/or education, if any?

The main challenge regarding communications and education is that the City does not have a plan.

What is the preferred method to communicate to employees?

The preferred method of communication would be electronically, but that isn't an option for every employee. Most employees in Public Works, for example, do not have a City email account. For this reason, a combination of communication methods is needed.

Are any communications sent electronically today? If no, are you open to using them in the future?

There are no current electronic communications, but the Plan is open to using this method.

Are communications needed in languages other than English?

No

Does the City produce any internal communications that the City would like the provider to tap into and provide support? (e.g. employee or employer newsletters)

No, but we would like to include a link to the provider's website from the City website.

Please tell us a little more about the employees:

Average age: 47

Average length of employment: 14 years

Percentage male/female 76% male, 24 % female

How does the City currently conduct employee meetings?

Historically, how many employee/members meetings are conducted annually?

12-18 onsite days for one-on-one meetings

Is there a need for on-site education in languages other than English?

No

Please confirm this proposal is for a Sole Recordkeeper.

Confirmed

Please provide the number of unique SSNs in each plan in order to identify the number of duplicate participants in each plan.

457(b) = 407 active employees

401(a) = 38 employees

What is the total number of eligible employees for each plan?

605 active employees are eligible for the 457 plan.

There is no "eligibility" for the 401 plan – enrollment is required for employees covered by specific collective bargaining agreements. There is the potential for an additional 75 eligible employees beginning July 1, 2017

Would you like us to provide a sample investment lineup? Can you provide the current investment lineup for each plan?

A sample investment lineup is not required.

In 4.8, # 3, TIAA does not have any proprietary restrictions. However, we do offer proprietary investment vehicles. Please confirm whether all proprietary "options" are being requested or just any proprietary "requirements".

Just proprietary requirements.

In 4.8, #8, please clarify your request. Our firm has over 12,000 funds and hundreds of revenue share agreements with the respective fund companies.

Just disclose those fund families you do not have revenue share.

What is the current value of the Discontinuance Fee (12 month put) in the fixed account for each plan?

At MassMutual's discretion, there is a 12 month "Put" feature on the contract. There is no mark-to-market or unit price adjustment.

What fiduciary services will be provided by H & H?

H&H is the investment advisor and serves as co-fiduciary to the Plans.

How are the 401(a) match contributions currently calculated?

The 5% 401(a) match contributions are calculated through the City's internal payroll processing and are remitted at the same time as employee contributions.

Reference Page 6, #2 – "Any contract entered into by the City must stipulate that there will be no front-end charges, and no back-end charges/penalties of any kind. In addition, there will be no restrictions or penalties on participant transfers or withdrawals, with the possible exception of stable value equity wash (mark-to-market) provisions." Will the City of Danbury consider a general account/fixed product with a 12-month put?

Yes.

Please provide MassMutual's current crediting rate and guaranteed minimum interest rate on the MassMutual fixed/stable value account.

The MassMutual General Account is currently fixed at 3.35% with a reset on July 1, 2017.

Would the City entertain the vendor reviewing and approving unforeseeable emergency withdrawals on its behalf as an alternative to the provider giving a recommendation to the City?

Yes, as long as the provider assumes responsibility for IRS code compliance

How many employees are eligible to participate in the 457 plan? How many employees are eligible to participate in the 401(a) plan?

605 active employees are eligible for the 457 plan.

There is no “eligibility” for the 401 plan – enrollment is required for employees covered by specific collective bargaining agreements. There is the potential for an additional 75 eligible employees beginning July 1, 2017.

What is the number of eligible employees in each plan?

457(b) = 407 active employees; 401(a) = 38 employees

What were the annual contributions for each of the last 3 years?

2013: \$2,100,280

2014: \$2,162,649

2015: \$2,304,769

What were the annual distributions for each of the last 3 years?

2013: \$1,430,188

2014: \$ 606,371

2015: \$1,956,326

What were the total assets for each of the last 3 years?

2013: \$42,231,207

2014: \$46,615,666

2015: \$47,440,440

Does the plan currently have unitized portfolios?

No.

Does the plan have any self-directed brokerage accounts? If so, what is the number of accounts and what is the amount of assets in these accounts?

No.

File Submit Detail

Files must be in Text format, preferably comma delimited. Microsoft Excel files should be saved with a ".csv" extension. (Example: TESTCN.csv)

Sample Format

CN	999999	0000	999-99-9999	First Name	YYYYMMDD	A	0.00	E	0.00	D	0.00
CN	999999	0000	999-99-9999	Last Name	YYYYMMDD	A	0.00	E	0.00	D	0.00
CN	999999	0000	999-99-9999	Jan Doe	YYYYMMDD	A	0.00	E	0.00	D	0.00
CN	999999	0000	999-99-9999	John Doe	YYYYMMDD	A	0.00	E	0.00	D	0.00
LN	999999	0000	999-99-9999	First Doe	YYYYMMDD	001	0.00	E	0.00	D	0.00
LN	999999	0000	999-99-9999	Last Doe	YYYYMMDD	001	0.00	E	0.00	D	0.00
LN	999999	0000	999-99-9999	Ray Doe	YYYYMMDD	001	0.00	E	0.00	D	0.00

The following describes how each Column should be formatted for any file uploaded to us.

Column A = Contribution Record Indicator (CN = Contribution or LN = Loan)

Column B = Six-digit Plan Number

Column C = Location Code (should be .0, unless Location Codes used)

Column D = Social Security Number (dashes included)

Column E = Name (optional column-formatted: .first name last name.-if this column is not used, it must be excluded from the layout)

Column F = Date (format must be YYYYMMDD)

Column G = Source Code (See Chart below for proper Source Code)

Column H = Source Amount (format must be 0.00, with no dollar signs, no commas)

Column I = Source Code (for Plans with multiple sources)

Column J = Source Amount (for Plans with multiple sources)

Column K = Source Code (for Plans with multiple sources)

Column L = Source Amount (for Plans with multiple sources)

Source Code	Source Name	Source Code	Source Name
A	Employee Pre-Tax	O	Employer Alternative Match (Auto Enroll Safe Harbor Match)**
B	Roth Contribution	P	Safe Harbor Non-elective
C	QNEC**	T	Safe Harbor Match
D	Employer Match	V	QMAC**
F	Profit Sharing**	1	Employer Supplemental**
G	Employee After-tax	4	Money Purchase**

**These are occasional Sources that are required to be submitted independently on a separate file than other Sources listed.

CITY OF DANBURY DEFERRED COMPENSATION PLAN

Effective Date of This Document January 1, 2011

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457(b) PLAN DOCUMENT

DEFERRED COMPENSATION PLAN

PREAMBLE

Adoption of Plan

The City of Danbury Deferred Compensation Plan (hereinafter "the Plan"), an eligible deferred compensation plan within the meaning of Section 457(b) of the Internal Revenue Code of 1986, as amended (hereinafter the "Code"), of a State or local government as described in Code Section 457(e)(1)(A), adopted by City of Danbury, CT (hereinafter the "Employer") effective January 1, 2011 (unless indicated otherwise in the Plan).

Purpose of Plan

The primary purpose of this Plan is to permit Employees of the Employer to enter into an agreement which will provide for deferral of payment of a portion of his or her current compensation until death, retirement, severance from employment, or other event, in accordance with the provisions of the Code Section 457(b), with other applicable provisions of the Code, and in accordance with the General Statutes of the State.

Status of Plan

It is intended that the Plan shall qualify as an eligible deferred compensation plan within the meaning of Code Section 457(b) sponsored by an eligible employer within the meaning of Code Section 457(e)(1)(A), i.e., a State, political subdivision of a State, and agency or instrumentality of a State or political subdivision of a State.

Tax Consequences of Plan

The Employer does not and cannot represent or guarantee that any particular federal or State income, payroll, or other tax consequence will occur by reason of participation in this Plan. A Participant should consult with his or her own counsel or other representative regarding all tax or other consequences of participation in this Plan.

SECTION I DEFINITIONS

1.1 Plan Definitions

For purposes of this Plan, the following words and phrases have the meaning set forth below, unless a different meaning is plainly required by the context:

An "**Account Balance**" means the bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant's death, then a separate Account Balance shall be maintained for each Beneficiary. The Account Balance includes any account established under Section VII for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant's death, and any account or accounts established for an alternate payee (as defined in Code Section 414(p)(8)).

The "**Administrator**" means the Employer. The term Administrator includes any person or persons, committee, or organization appointed by the Employer to administer the Plan.

An "**Annual Deferral**" means the amount of Compensation deferred in any calendar year.

The "**Beneficiary**" of a Participant means the person or persons (or, if none, the Participant's estate) who is entitled under the provisions of the Plan to receive a distribution in the event the Participant dies before receiving distribution of his or her entire interest under the Plan.

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

The "**Compensation**" of a Participant means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, including, as applicable, compensation attributable to services as an independent contractor, plus amounts that would be cash compensation for services to the Employer includible in the Employee's gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f), 401(k), 403(b), or 457(b) (including an election to defer compensation under Section II).

Any payments described below made to a Participant after a Severance from Employment shall qualify as Compensation for purposes of the Plan, but only if the payments are made by the later of (a) the end of the calendar year in which the Severance from Employment occurred or (b) within 2 ½ months of such Severance from Employment:

- (a) Payments that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer, but only if such payments constitute regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or a shift differential), commissions, bonuses or other similar compensation;
- (b) Payments for accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and
- (c) Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within 2 ½ months of such date. Thus, for example, Compensation does not include severance pay.

For years beginning after December 31, 2008, (a) a Participant receiving a differential wage payment, as defined by Code §3401(h)(2), by reason of qualified military service (within the meaning of Code Section 414(u)), is treated as an Employee of the Employer making the payment and (b) the differential wage payment is treated as Compensation.

An "**Employee**" means each natural person who is employed by the Employer as a common law employee on a full time basis or on a part-time basis and any employee in an elected or appointed position; provided, however, that the term Employee shall not include a leased employee or any employee who is included in a unit of employees covered by a collective bargaining agreement that does not specifically provide for participation in the Plan.

Any individual who is not treated by the Employer as a common law employee of the Employer shall be excluded from Plan participation even if a court or administrative agency determines that such individual is a common law employee of the Employer, unless the Employer has included the individual in Plan participation as an independent contractor.

An "**Employer**" means the eligible employer (within the meaning of Code Section 457(e)(1)) that has adopted the Plan. In the case of an eligible employer that is an agency or instrumentality of a political subdivision of a State within the meaning of Code Section 457(e)(1)(A), the term Employer shall include any other agency or instrumentality of the same political subdivision that has adopted the Plan.

"**Includible Compensation**" means, with respect to a taxable year, the Participant's compensation as defined in Code Section 415(c)(3) and the regulations thereunder, for services performed for the Employer. The amount of Includible Compensation is determined without regard to any community property laws.

"**Normal Retirement Age**" means age 70 ½, unless the Participant has elected an earlier alternate Normal Retirement Age and delivered such election to the Administrator. Such date shall be no earlier than the earliest date that the Participant will become eligible to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan) immediate retirement benefits without actuarial or similar reduction

because of retirement before some later specified age, but not greater than age 70 ½). If a Participant continues employment after attaining age 70 ½, not having previously elected an alternate Normal Retirement Age, the Participant's alternate Normal Retirement Age shall not be later than the mandatory retirement age, if any, established by the Employer, or any age at which the Participant actually has a Severance from Employment if the Employer has no mandatory retirement age. If the Participant will not become eligible to receive benefits under a basic defined benefit pension plan (or money purchase pension plan, if applicable) maintained by the Employer, the Participant's alternate Normal Retirement Age may not be earlier than age 65 and may not be later than age 70 ½.

In the event a Participant is a qualified police or firefighter (as defined under Code Section 415(b)(2)(H)(ii)(I)) Normal Retirement Age means age 70 ½, unless the Participant has elected an alternate Normal Retirement Age and delivered such election to the Administrator. Such date shall be no earlier than the earliest date that the Participant will become eligible to retire and receive, under the basic defined benefit pension plan of the Employer (or a money purchase plan in which the Participant also participates if the Participant is not eligible to participate in a defined benefit plan), immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age which may not be earlier than age 40 and may not be later than age 70 ½.

A Participant's Normal Retirement Age must be the same as his or her normal retirement age under any other eligible deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer.

The "**Participant**" means an individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction and who has not received a distribution of his or her entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

"**Roth Contributions**" means the amount of any Annual Deferral elected by a Participant that is irrevocably designated by the Participant as being made pursuant to, and intended to comply with, Code Section 402A. Roth Contributions are includable in the Participant's taxable gross income at the time they are contributed to the Plan and have been irrevocably designated as Roth Annual Deferrals by the Participant in their deferral agreement. The Administrator shall establish and maintain for the Employee a separate account for any Roth Contributions made to the Plan, to which only Roth Contributions and the income attributable thereto shall be allocated. Roth Contributions also includes any contributions made to another eligible retirement plan that are rolled over to the Plan in accordance with the provisions of Section 7.1 and that the Participant designated as Roth contributions at the time they were contributed to such other plan.

"**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Solely for the purpose of determining whether the Participant is entitled to receive a distribution of his or her Account Balance pursuant to Section 6.2, a Participant shall be treated as having been severed from employment during any period the Participant is performing service in the uniformed services (as defined in

chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days.

The "**State**" means the State that is the Employer or of which the Employer is a political subdivision, and any agency, or instrumentality, including any agency or instrumentality of a political subdivision of the State, or the State in which the Employer is located.

The "**Trust Fund**" means the trust fund created under and subject to a trust agreement or a custodial account or contract described in Code Section 401(f) held on behalf of the Plan.

The "**Valuation Date**" means each business day.

SECTION II PARTICIPATION AND CONTRIBUTIONS

2.1 Eligibility

Each Employee shall be eligible to participate in the Plan and defer Compensation hereunder immediately upon becoming employed by the Employer.

2.2 Election

An Employee may elect to become a Participant by executing an election to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. This participation election shall be made on the deferral agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. Any such election shall remain in effect until a new election is filed. The Administrator may establish a minimum deferral amount, and may change such minimums from time to time. The deferral agreement shall also include designation of investment funds and a designation of Beneficiary. Effective March 1, 2012 the deferral agreement may also include a Participant's designation that all or a portion of the Annual Deferral elected by the Participant shall be treated as Roth Contributions.

2.3 Commencement of Participation

An Employee shall become a Participant as soon as administratively practicable following the date the Employee files an election pursuant to Section 2.2. Such election shall become effective no earlier than the calendar month following the month in which the election is made. A new Employee may defer compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the deferral is entered into on or before the first day on which the Participant performs services for the Employer.

2.4 Amendment of Annual Deferral Election

Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary. Effective March 1, 2012 the revised participation election may also include a change in the Participant's designation of the amount of the Annual Deferral elected by the Participant that is to be treated as Roth Contributions. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

2.5 Information Provided by the Participant

Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code Section 457(b).

2.6 Contributions Made Promptly

Annual Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account Balance. For this purpose, Annual Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant, or earlier if required by law.

2.7 Employer Contributions

Nothing in this Plan prohibits the Employer from making annual deferrals to the Account Balance of a Participant on a non-elective basis, subject to the Participant's contribution limits in Section III.

2.8 Leave of Absence

Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Annual Deferrals under the Plan shall continue to the extent that Compensation continues.

2.9 Disability

A disabled Participant (as determined by the Administrator) may elect Annual Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan and has not had a Severance from Employment.

2.10 Protection of Persons Who Serve in a Uniformed Service

An Employee whose employment is interrupted by qualified military service under Code Section 414(u) or who is on a leave of absence for qualified military service under Code Section 414(u) may elect to make additional Annual Deferrals upon resumption of employment with the Employer equal to the maximum Annual Deferrals that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Annual Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

A reemployed Employee shall also be entitled to an allocation of any additional Employer Contributions, if applicable, that such Employee would have received under the Plan had the

Employee continued to be employed as an eligible Employee during the period of qualified military service. Such restorative Employer Contributions (without interest), if applicable, shall be remitted by the Employer to the Plan on behalf of the Employee within 90 days after the date of the Employee's reemployment or, if later, as of the date the contributions are otherwise due for the year in which the applicable qualified military service was performed.

2.11 Corrective Measures

In the event that an otherwise eligible Employee is erroneously omitted from Plan participation, or an otherwise ineligible individual is erroneously included in the Plan, the Employer shall take such corrective measures as may be permitted by applicable law. Such measures may include, in the case of an erroneously omitted Employee, contributions made by the Employer to the Plan on behalf of such Employee equal to the missed deferral opportunity, subject to the Participant's contribution limits in Section III, and, in the case of an erroneously included individual, a payment by the Employer to such individual of additional compensation in an amount equal to the amount of the individual's elective deferrals under the Plan.

**SECTION III
LIMITATIONS ON AMOUNTS DEFERRED**

3.1 Basic Annual Limitation

- (a) The maximum amount of the Annual Deferral and, if applicable, Employer Contributions under the Plan for any calendar year shall not exceed the lesser of:
 - (i) The "applicable dollar amount" (as defined in paragraph (b) below); or
 - (ii) The Participant's Includible Compensation for the calendar year.
- (b) The "applicable dollar amount" means the amount established under Code Section 457(e)(15), as indexed, and in accordance with 3.4(a).
- (c) Rollover amounts received by the Plan under Treasury Regulation Section 1.457-10(e) and any plan-to-plan transfer into the Plan made pursuant to Section 7.2 shall not be applied against the Annual Deferral limit.

3.2 Age 50 Catch-up Annual Deferral Contributions

A Participant who will attain age 50 or more by the end of a calendar year is permitted to elect an additional amount of Annual Deferral for the calendar year, up to the maximum age 50 catch-up Annual Deferral limit under §414(v)(2), as indexed.

The amount of the age 50 catch-up Annual Deferral for any calendar year cannot exceed the amount of the Participant's Compensation, reduced by the amount of the elective deferred compensation, or other elective deferrals, made by the Participant under the Plan and in accordance with 3.4(a).

The age 50 catch-up Annual Deferral limit is not available to a Participant for any calendar year for which the Special Section 457 Catch-up Limitation described in Section 3.3 is available and applied.

3.3 Special Section 457 Catch-up Limitation

Notwithstanding the provisions of Sections 3.1 and 3.2, with respect to a year that is one of a Participant's last three (3) calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 3.3 with respect to such Participant exceeds the amount computed under Sections 3.1 and 3.2, then the Participant's Annual Deferral limit under this Section 3.3 shall be the lesser of:

- (a) An amount equal to two (2) times the Section 3.1 Applicable Dollar Amount for such year; or
- (b) The sum of:

- (i) An amount equal to (A) the aggregate Section 3.1 limit for the current year plus each prior calendar year beginning after December 31, 2001, during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus
- (ii) An amount equal to (A) the aggregate limit referred to in Code Section 457(b)(2) for each prior calendar year beginning after December 31, 1978, and before January 1, 2002, during which the Participant was an Employee (determined without regard to Sections 3.2 and 3.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans (as defined in Section 3.4(c)) made by or on behalf of the Participant for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

3.4 Special Rules

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

- (a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of Code Section 457(b), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section III. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.
- (b) Pre-Participation Years. In applying Section 3.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 3.1 or any other plan ceiling required by Code Section 457(b).
- (c) Pre-2002 Coordination Years. For purposes of Section 3.3(b)(ii)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code Section 457(b) plan, or a salary reduction or elective contribution under any Code Section 401(k) qualified cash or deferred arrangement, Code Section 402(h)(1)(B) simplified employee pension (SARSEP), Code Section 403(b) annuity contract, and Code Section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in Code Section 501(c)(18), including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Section 3.3(b)(ii)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in Code Section 457(b)(2) for that year.

- (d) Disregard Excess Deferral. For purposes of Sections 3.1, 3.2, and 3.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year if excess deferrals under the plan are distributed, as described in Section 3.5. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

3.5 Correction of Excess Deferrals

If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code Section 457(b) for which the Participant provides information that is accepted by the Administrator, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively practicable after the Administrator determines that the amount is an excess deferral. If a Participant to whom distribution must be made in accordance with the preceding sentence has made Roth Contributions for the year, the amount distributed as an excess deferral shall be made first from pre-tax Annual Deferrals, then from Roth Contributions for the year unless otherwise specified.

SECTION IV INVESTMENT RESPONSIBILITIES

4.1 Investment of Deferred Amount

Each Participant or Beneficiary shall direct the investment of amounts held in his or her Account Balance under the Plan among the investment options of the Trust Fund. The investment of amounts segregated on behalf of an alternate payee pursuant to a Plan approved domestic relations order (as defined under Code Section 414(p)) may be directed by such alternate payee to the extent provided in such order. In the absence of such direction, such amounts shall be invested in the same manner as they were immediately before such segregation was made on account of such order. Each Account Balance shall share in any gains or losses of the investment(s) in which such account is invested.

4.2 Investment Election for Future Contributions

A Participant may amend his or her investment election at such times and by such manner and form as prescribed by the Administrator. Such election will, unless specifically stated otherwise, apply only to future amounts contributed under the Plan.

4.3 Investment Changes for an Existing Account Balance

The Participant, Beneficiary, alternate payee, or Administrator may elect to transfer amounts in his Account Balance among and between those investments available under the Trust Fund at such times and by such manner and form prescribed by the Administrator, subject further to any restrictions or limitations placed on any investment by the Administrator to be uniformly applied to all Participants.

4.4 Investment Responsibility

To the extent that a Participant, Beneficiary, or alternate payee exercises control over the investment of amounts credited to his Account Balance, the Employer, the Administrator, and any other fiduciary of the Plan shall not be liable for any losses that are the direct and necessary result of investment instructions given by a Participant, Beneficiary or an alternate payee.

4.5 Default Investment Fund

The Employer shall maintain a Default Investment Fund which shall be held and administered under the Trust Fund. Any Participant who does not make an investment election on the deferral agreement provided by the Administrator will have his contributions invested in the Default Investment Fund until such time he provides investment direction under sections 4.2 and 4.3. Additionally, a Beneficiary or alternate payee who does not make an investment election will have his Account Balance invested in the Default Investment Fund until such time he provides investment direction under section 4.3. The interest of each Participant, Beneficiary, or alternate payee under the Plan in the Default Investment Fund shall be an undivided interest.

4.6 Statements

The Administrator will cause to be issued statements periodically to reflect the contributions and actual earnings posted to the Account Balances.

SECTION V LOANS

5.1 Loans

The Employer may elect to make loans available to Participants who are Employees. If the Employer has elected to make loans available to Participants who are Employees, the Employer shall establish written guidelines governing the granting and administration of loans, which are hereby incorporated into and made part of the Plan provided that such guidelines are approved by the Administrator and are not inconsistent with the provisions of this Section V. To the extent such guidelines are more restrictive than the provisions of the Plan and are not inconsistent with the provisions of Code Section 72(p) and regulations issued thereunder, the guidelines shall be controlling.

Except as modified by the Plan's loan program policy and procedures adopted by the Administrator, the following rules shall apply to loans under the Plan. Any loans that are issued under the Plan shall be administered in a manner consistent with the requirements of Code Section 72(p), Treasury Regulations 1.72(p) and any other applicable guidance issued thereunder.

5.2 Maximum Loan Amount

No loan to a Participant hereunder may exceed the lesser of:

- (a) \$50,000, reduced by the excess (if any) of (i) the highest outstanding balance of loans from the Plan during the preceding one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period) (ii) the outstanding balance of loans from the Plan on the date the loan is approved by the Administrator; or
- (b) one half of the value of the Participant's Account Balance (as of the Valuation Date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section 5.2, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under this Section 5.2 to exceed the amount that would otherwise be permitted in the absence of this paragraph.

5.3 Terms of Loan

The terms of the loan shall:

- (a) The interest rate on any loan to a Participant shall be a reasonable interest rate commensurate with current interest rates charged for loans made under similar

circumstances by persons in the business of lending money (subject to the requirements of the Servicemembers Civil Relief Act).

- (b) require that the minimum loan term be 12 months;
- (c) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence (as defined in Code Section 121) of the Participant;
- (d) require substantially level amortization of such loan with payments not less frequently than quarterly throughout the repayment period. Effective March 1, 2012 if a loan is made from both a Participant's Roth Contribution account and his or her other accounts under the Plan, the level amortization requirement shall be met with respect to both his or her Roth Contributions account and his or her other accounts under the Plan. Notwithstanding the foregoing, if so provided in the written guidelines applicable to Plan loans, the amortization schedule may be waived and payments suspended while a Participant is on a leave of absence from employment with an Employer (for periods in which the Participant does not perform military service as described in paragraph (d)), provided that all of the following requirements are met:
 - (i) Such leave is either without pay or at a reduced rate of pay that, after withholding for employment and income taxes, is less than the amount required to be paid under the amortization schedule;
 - (ii) Payments resume after the earlier of (1) the date such leave of absence ends or (2) the one-year anniversary of the date such leave began;
 - (iii) The period during which payments are suspended does not exceed one year;
 - (iv) Payments resume in an amount not less than the amount required under the original amortization schedule; and
 - (v) The waiver of the amortization schedule does not extend the period of the loan beyond the maximum period permitted under this Section 5.3.
- (e) If a Participant is absent from employment with any participating employer for a period during which he or she performs services in the uniformed services (as defined in chapter 45 of title 38 of the United States Code), whether or not such services constitute qualified military service, the suspension of payments shall not be taken into account for purposes of applying paragraph (d) of this Section 5.3 provided that all of the following requirements are met:
 - (i) Payments resume upon completion of such military service;

- (ii) Payments resume in an amount not less than the amount required under the original amortization schedule and continue in such amount until the loan is repaid in full;
 - (iii) Upon resumption, payments are made no less frequently than required under the original amortization schedule and continue under such schedule until the loans is repaid in full; and
 - (iv) The loan is repaid in full, including interest accrued during the period of such military service, no later than the maximum period otherwise permitted under this Section V extended by the period of such military service.
- (f) The loan shall be evidenced by evidenced by a legally enforceable agreement that demonstrates compliance with the provisions of this Section.

5.4 Security for Loan; Default

- (a) Security. Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's Account Balance in the Plan invested in such loan.
- (b) Default. In the event that a Participant fails to make a loan payment under this Section V on the last business day before the end of the calendar quarter following the quarter in which the payment is due, unless payment is not made because the Participant is on a bona fide leave of absence as determined by the Administrator and the amortization schedule is suspended while the Participant is on leave of absence from employment with an Employer, a default on the loan shall occur. In the event of such default, (i) all remaining payments on the loan shall be immediately due and payable (including accrued interest) at the time of the default, and (ii) interest shall continue to accrue on the outstanding loan balance until the loan is foreclosed.

In the case of any default on a loan to a Participant, the Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Severance from Employment. In addition, the Administrator may take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Account Balance of the Participant.

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

5.5 Repayment

A Participant shall be required, as a condition to receiving a loan, to enter into an agreement for the repayment of the loan in accordance with a method set forth in the written guidelines governing the granting of Plan loans that are established by the Employer pursuant to Section 5.1.

A Participant may prepay the entire outstanding balance of his or her loan at any time (but may not make a partial prepayment).

SECTION VI DISTRIBUTIONS

6.1 Distributions from the Plan

- (a) Earliest Distribution Date. Payments from a Participant's Account Balance shall not be made earlier than:
- (i) the Participant's Severance from Employment pursuant to Section 6.2
 - (ii) the Participant's death pursuant to Section 6.3
 - (iii) Plan termination under Section 10.3
 - (iv) an unforeseeable emergency withdrawal pursuant to Section 6.10(a), if permitted under the Plan
 - (v) a de minimis account balance distribution pursuant to Section 6.10(b), if permitted under the Plan
 - (vi) a rollover account withdrawal pursuant to Section 6.10(c), if permitted under the Plan
 - (vii) attainment of age 70 ½ withdrawal pursuant to Section 6.10(d), if permitted under the Plan
 - (viii) Qualified Military Service Deemed Severance withdrawal pursuant to Section 6.10(e), if permitted under the Plan
 - (ix) Qualified Military Reservist withdrawal pursuant to Section 6.10(f) , if permitted under the Plan
 - (x) Qualified Distributions for Retired Public Safety Officers pursuant to Section 6.11, if permitted under the Plan
- (b) Latest Distribution Date. In no event shall any distribution under this Section VI begin later than the Participant's "required beginning date". Such required minimum distributions must be made in accordance with Section 6.6.
- (c) Amount of Account Balance. Except as provided in Section 6.3, the amount of any payment under this Section VI shall be based on the amount of the Account Balance as of the Valuation Date.

6.2 Benefit Distributions Upon Severance from Employment

Upon Severance from Employment (other than due to death), a Participant may elect to commence distribution of benefits at any time after Severance from Employment by filing a

request with the Administrator before the date on which benefits are to commence. However, in no event may distribution of benefits commence later than his or her "required beginning date".

Distributions required to commence under this section shall be made in the form of benefit provided under Section 6.5. Distributions postponed until the Participant's "required beginning date" will be made in a manner that meets the requirements of Section 6.6.

6.3 Distributions on Account of Participant's Death

Upon receipt of satisfactory proof of the Participant's death, the designated Beneficiary may file a request with the Administrator to elect a form of benefit provided under Section 6.5 and made in a manner that meets the requirements of Section 6.6.

- (a) Death of Participant Before Distributions Begin. If the Participant dies before his or her distributions begin, the designated Beneficiary may elect to have distributions to be made (i) in full within 5 years of the Participant's death (5-year rule) or (ii) in installments over the designated Beneficiary's "life expectancy" (life expectancy rule).

If the designated Beneficiary does not make an election by September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death or if the Participant's spouse is the sole designated Beneficiary by December 31 of the year the Participant would have attained age 70 ½.

- (b) Death of Participant On or After Date Distributions Begin. If the Participant dies on or after his or her distributions began, the Participant's Account Balance shall be paid to the Beneficiary at least as rapidly as under the payment option used before the Participant's death.

6.4 Distribution of Small Account Balances Without Participant's Consent

Notwithstanding any other provision of the Plan to the contrary, if the amount of a Participant's or Beneficiary's Account Balance (including the rollover contribution separate account) is not in excess of the amount specified below on the date that payments commence under Section 6.2 or on the date the Administrator is notified of the Participant's death, the Administrator may direct payment without the Participant's or Beneficiary's consent as soon as practicable following the Participant's retirement, death, or other Severance from Employment.

- (a) The Plan does not provide for distribution of small Account Balances without Participant or Beneficiary consent.

6.5 Forms of Distribution

In an election to commence benefits under Section 6.2, a Participant entitled to a distribution of benefits under this Section VI may elect to receive payment in any of the following forms of distribution:

- (a) a lump sum payment of the Participant's total Account Balance.
- (b) partial distribution of the Participant's Account Balance.
- (c) in a series of installments over a period of years (payable on a monthly, quarterly, semi-annual or annual basis) which extends no longer than the life expectancy of the Participant as permitted under Code Section 401(a)(9).
- (d) a purchase of a single premium nontransferable annuity contract for such term and in such form as the Participant selects that provides for payments in the form of an irrevocable annuity each calendar year of amounts not less than the amount required under Code Section 401(a)(9).

6.6 Minimum Distribution Requirements

- (a) General Rules.

Notwithstanding anything in this Plan to the contrary, distributions from this Plan shall commence and be made in accordance with Code Section 401(a)(9) and the regulations promulgated thereunder. Additionally, the requirements of this Section 6.6 will take precedence over any inconsistent provisions of the Plan.

- (b) Time and Manner of Distribution.

- (i) Required Beginning Date. The Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's "required beginning date".
- (ii) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (A) If the Participant's surviving spouse is the Participant'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 dies, or by December 31 of the calendar year in which the Participant would have attained age 70 ½, if later.
 - (B) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), then distributions to the "designated Beneficiaries" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (C) If the Participant's sole "designated Beneficiary" is not the Participant's spouse, then distributions to the "designated Beneficiary" will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

- (D) If there is no "designated Beneficiary" as of September 30 of the year following the year of the Participant's death, the Participant's Account Balance will be distributed in a lump sum payment by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- (E) If the Participant's surviving spouse is the Participant's sole "designated Beneficiary" and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subparagraph (b)(ii), other than subsection (b)(ii)(A), will apply as if the surviving spouse were the Participant.

For purposes of this subparagraph (ii) and paragraph (d), unless subsection (b)(ii)(D) applies, distributions are considered to begin on the Participant's "required beginning date". If subsection (b)(ii)(E) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A). If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's "required beginning date" (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(ii)(A)), the date distributions are considered to begin is the date distributions actually commence.

- (iii) Death of Participant On or After Distributions Begin. If the Participant dies on or after distributions begin and before depleting his or her Account Balance, distributions must commence to the "designated Beneficiary" by December 31 of the calendar year immediately following the calendar year in which the Participant died.
 - (iv) Forms of Distribution. Unless the Participant's Account Balance is distributed in the form of an annuity contract or in a lump sum on or before the Participant's "required beginning date", as of the first distribution calendar year, distributions will be made in accordance with paragraphs (c) and (d). If the Participant's interest is distributed in the form of an annuity contract, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9).
- (c) Required Minimum Distributions During the Participant's Lifetime.
- (i) Amount of Required Minimum Distribution For Each "Distribution Calendar Year". During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:
 - (A) The quotient obtained by dividing the "Participant's account balance" by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-2 using the Participant's age as of the Participant's birthday in the "distribution calendar year"; or
 - (B) if the Participant's sole "designated Beneficiary" for the "distribution calendar year" is the Participant's spouse and the spouse is more than 10

years younger than the Participant, the quotient obtained by dividing the "Participant's account balance" by the distribution period in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-3 using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the "distribution calendar year".

(ii) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this paragraph (c) beginning with the first "distribution calendar year" and up to and including the "distribution calendar year" that includes the Participant's date of death.

(d) Required Minimum Distributions After Participant's Death.

For purposes of this Section 6.6(d), the Participant's and Beneficiary's "life expectancy" determination will use the Single Life Table set forth in Treasury Regulation Section 1.401(a)(9)-9, Q&A-1.

(i) Death On or After Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

If the Participant 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's death is the quotient obtained by dividing the "Participant's account balance" by the longer of the remaining "life expectancy" of the Participant or the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

- (1) The Participant's remaining "life expectancy" is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (2) If the Participant's surviving spouse is the Participant'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'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.
- (3) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiaries" remaining "life expectancy" is

calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

- (4) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

If the Participant 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's death, the minimum amount that will be distributed for each "distribution calendar year" after the year of the Participant's death is the quotient obtained by dividing the "Participant's account balance" by the Participant's remaining "life expectancy" calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) Death Before Date Distributions Begin.

(A) Participant Survived by Designated Beneficiary.

Except as provided in this Section, if the Participant 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's death is the quotient obtained by dividing the "Participant's account balance" by the remaining "life expectancy" of the Participant's "designated Beneficiary", determined as follows:

- (1) If the Participant's surviving spouse is the Participant'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's death using the surviving spouse's age as of the spouse's birthday in that year.
- (2) If the Participant's surviving spouse is not the Participant's sole "designated Beneficiary" (i.e., multiple beneficiaries), the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the oldest Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.
- (3) If the Participant's sole "designated beneficiary" is not the Participant's spouse, the "designated Beneficiary's" remaining "life expectancy" is calculated using the age of the Beneficiary in the

year following the year of the Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary.

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

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin.

If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole "designated Beneficiary", and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (b)(ii)(A), this subparagraph (d)(ii) will apply as if the surviving spouse were the Participant.

(e) Definitions.

- (i) A Participant's "required beginning date" is April 1 of the year that follows the later of (1) the calendar year the Participant attains age 70 ½ or (2) retires due to Severance from Employment. If the Participant postpones the required distribution due in calendar year he or she attains age 70 ½ or severs employment, to the "required beginning date", the second required minimum distribution must be taken by the end of that year.
- (ii) Participant's "designated Beneficiary" means the individual who is designated as the Beneficiary under Section 8.1 and is the designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation Section 1.401(a)(9)-4.
- (iii) A "distribution calendar year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first "distribution calendar year" is the calendar year the Participant attains age 70 ½ or retires, if later. For distributions beginning after the Participant's death, the first "distribution calendar year" is the calendar year in which distributions are required to begin under subparagraph (b)(ii).

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

- (iv) A married Participant's "life expectancy", whose spouse is the sole Beneficiary and is more than 10 years younger than the Participant, means the Participant's and spouse Beneficiary's life expectancy as computed by use of the Joint and Last Survivor Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 3. All other Participants will have his or her life expectancy computed by use of the Uniform Lifetime Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 2. A deceased Participant's or Beneficiary's "life expectancy" means his or her life expectancy as computed by use of the Single Life Table under Treasury Regulation Section 1.401(a)(9)-9, Q&A 1.
- (v) A "Participant's account balance" means 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.
- (f) Special Provision Applicable to 2009 Required Minimum Distributions.

A Participant who would otherwise be required to receive a minimum distribution from the Plan in accordance with Code Section 401(a)(9) for the 2009 "distribution calendar year" may elect not to receive any such distribution that is payable with respect to the 2009 "distribution calendar year".

Notwithstanding the provisions of Section 6.9(b)(iii), the Administrator may permit a Participant who receives a minimum distribution from the Plan for the 2009 "distribution calendar year" to make a direct rollover of such distribution to an "eligible retirement plan" in accordance with the provisions of Section 6.9.

The Administrator may also permit a Participant or former Participant who has received a minimum distribution for the 2009 "distribution calendar year" to roll over such distribution back into the Plan, provided the requirements of Code Section 402(c), as modified by Notice 2009-82, extending the 60-day rollover deadline, and the requirements of Section 7.1 are otherwise satisfied. If the distribution received by the Participant included amounts in addition to the minimum required under Code Section 401(a)(9), the Administrator may allow the Participant to include a portion or all of the amount that was not a minimum distribution in the Rollover Contribution made to the Plan in accordance with this paragraph.

The provisions of this Section 6.6(f) are effective for minimum payments made for the 2009 "distribution calendar year" and do not include any minimum payment that is made in 2009, but is attributable to a different year (i.e., the participant reached his required beginning date in 2008, but payment of the 2008 minimum is not made until 2009).

6.7 Payments to Minors and Incompetents

If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator or a court of competent jurisdiction may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

6.8 Procedure When Distributee Cannot Be Located

The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown in the Administrator's records; (b) use of the Internal Revenue Service letter forwarding program under IRS Revenue Procedure 94-22; (c) use of a commercial locator service, the internet or other general search method; (d) use of the Social Security Administration search program; or (e) use such other methods as the Administrator believes prudent.

If the Participant or Beneficiary has not responded within 6 months, the Plan shall continue to hold the benefits due such person until, in the Administrator's discretion, the Plan is required to take other action under applicable law.

Notwithstanding the foregoing, if the Administrator is unable to locate a person entitled to benefits hereunder after applying the search methods set forth above, then the Administrator, in its sole discretion, may pay an amount that is immediately distributable to such person in a direct rollover to an individual retirement plan designated by the Administrator.

6.9 Direct Rollover

- (a) A Participant or Beneficiary (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code Section 414(p)) who is entitled to an "eligible rollover distribution" may elect, at the time and in the manner prescribed by the Administrator, to have all or any portion of the distribution paid directly to an "eligible retirement plan" specified by the Participant or Beneficiary in a direct rollover.
- (b) For purposes of this Section 6.9, an "eligible rollover distribution" means any distribution of all or any portion of a Participant's Account Balance, except that an eligible rollover distribution does not include (i) any distribution that is one of a series of substantially equal periodic payment made not less frequently than annually for the life or life expectancy of the Participant or the joint lives or life expectancies of the Participant and the Participant's designated beneficiary, or for a specified period of ten years or more (ii) any distribution made as a result of an unforeseeable emergency, or (iii) any distribution that is a required minimum distribution under Code Section 401(a)(9).

In addition, an "eligible retirement plan" with respect to the Participant, the participant's spouse, or the Participant's spouse or former spouse who is an alternate payee under a domestic relations order as defined in Code Section 414(p) means any of the following:

(i) an individual retirement account described in Code Section 408(a), (ii) an individual retirement annuity described in Code Section 408(b), (iii) an annuity plan described in Code Section 403(a), (iv) a qualified defined contribution plan described in Code Section 401(a), (v) an annuity contract described in Code Section 403(b), (vi) an eligible deferred compensation plan described in Code Section 457(b) that is maintained by a State, political subdivision of a State, or any agency or instrumentality of a State or political subdivision of a State, or (vii) effective for distributions made on or after January 1, 2008, a Roth IRA, as described in Code Section 408A, provided, that for distributions made before January 1, 2010, such rollover shall be subject to the limitations contained in Code Section 408A(c)(3)(B) .

Notwithstanding any other provision of this Section 6.9(b), a plan or contract described in clause (iii), (iv), (v), or (vi) above shall not constitute an "eligible retirement plan" with respect to a distribution of Roth Contributions unless such plan or contract separately accounts for such distribution, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

- (c) A Beneficiary who is not the spouse of the deceased Participant may elect a direct rollover of a distribution to an individual retirement account described in Code Section 408(b) or to a Roth individual retirement account described in Code Section 408A(b) ("IRA"), provided that the distributed amount satisfies all the requirements to be an eligible rollover distribution. The direct rollover must be made to an IRA established on behalf of the designated Beneficiary that will be treated as an inherited IRA pursuant to the provisions of Code Section 402(c)(11). The IRA must be established in a manner that identifies it as an IRA with respect to a deceased Participant and also identifies the deceased Participant and the Beneficiary. This Section applies to distributions made on or after January 1, 2007.

6.10 Inservice Distributions

- (a) Unforeseeable Emergency Distributions. If the Participant who has not incurred a Severance from Employment or Beneficiary has an unforeseeable emergency, the Administrator may approve a single sum distribution of the amount requested or, if less, the maximum amount determined by the Administrator to be permitted to be distributed under this Section 6.10(a), Treasury Regulation Section 1.457-6(c) or other regulatory guidance. The Administrator shall determine whether an unforeseeable emergency exists based on relevant facts and circumstances, and Treasury Regulation Section 1.457-6(c) or other regulatory guidance.
- (i) An unforeseeable emergency is defined as a severe financial hardship of the resulting from the following:
- (A) an illness or accident of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, or the Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary";

- (B) loss of the Participant's or Beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);
- (C) the need to pay for the funeral expenses of a Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or "primary Beneficiary" of the Participant;
- (D) the need to pay for medical expenses of the Participant or Beneficiary, the Participant's or Beneficiary's spouse, Participant's or Beneficiary's dependent or the Participant's "primary Beneficiary" which are not reimbursed or compensated by insurance or otherwise, including non-refundable deductibles, as well as for the cost of prescription drug medication;
- (E) the imminent foreclosure of or eviction from the Participant's or Beneficiary's primary residence; or
- (F) other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or Beneficiary. However, except as otherwise specifically provided in this Section 6.10(a), certain circumstances are not considered an unforeseen emergency such as the purchase of a home or the payment of college tuition or credit card debt.

For purposes of this paragraph, if the Participant is not deceased, a "primary Beneficiary" shall be limited to a primary Beneficiary under the Plan, which is an individual who is named as a Beneficiary pursuant to Section 8.1 and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant, and which shall not include a contingent beneficiary. Additionally, dependent shall be limited to the definition under Code Section 152(a), and, for taxable years beginning on or after January 1, 2005, without regard to Code Sections 152(b)(1), (b)(2) and (d)(1)(B).

- (ii) Unforeseeable emergency distribution standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise; by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship; or by cessation of deferrals under the Plan if the cessation of deferrals would alleviate the financial need.
- (iii) Distribution necessary to satisfy emergency need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any

federal, State, or local income taxes or penalties reasonably anticipated to result from the distribution).

- (b) De minimis Account Balance Distributions. A Participant before Severance of Employment may request a distribution of his or her total Account Balance (excluding the rollover contribution separate account), which shall be paid in a lump sum payment as soon as practical following the direction if (i) the total Account Balance does not exceed \$5,000 (or the dollar limit under Code Section 411(a)(11), if greater), (ii) the Participant has not previously received a distribution of their total Account Balance payable to the Participant under this Section 6.10(b), and (iii) no Annual Deferral has been made with respect to the Participant during the two-year period ending immediately before the date of the distribution.

The Plan does not permit the Administrator to direct payments under the terms of this Section 6.10(b) without the Participant's consent.

- (c) Rollover Account Distributions. If a Participant has a separate account attributable to rollover contributions under the Plan, the Participant before Severance of Employment may at any time elect to receive an inservice distribution of all or any portion of the amount held in the rollover separate account. Any designated Roth contributions rolled over to the Plan are treated as Roth Contributions for Plan purposes and are not eligible for inservice withdrawal under this Section 6.10(c).
- (d) Age 70 ½ Distributions. Prior to Severance from Employment, a Participant may withdraw all or a portion of his or her Account Balance on or after first day of the calendar year in which the Participant shall attain age 70-1/2.
- (e) Qualified Military Service Deemed Severance Distributions. Notwithstanding any other provision of the Plan to the contrary, a Participant before Severance of Employment who is absent from employment because of service with the uniformed services (as described in United States Code, Title 38, Chapter 43) for more than 30 days shall be treated as if he had incurred a severance from employment for purposes of receiving a distribution. A Participant who is deemed to have incurred a severance from employment hereunder may elect to receive a withdrawal from his or her Annual Deferrals.

If a participant receives a distribution in accordance with this Section 6.10(e) and would not otherwise be entitled to receive a distribution under the Plan other than this section, his or her Annual Deferrals shall be suspended for at least 6 months after receipt of the withdrawal. However, if the distribution is also a "qualified reservist distribution", the suspension shall not apply. For purposes of this Section 6.10(e), a "qualified reservist distribution" means a distribution to a reservist or national guardsman who is ordered or called to active duty after September 11, 2001, either (i) for an indefinite period or (ii) for a period longer than 179 days, provided such distribution is made during the period beginning on the date the Participant is ordered or called to active duty and ending on the date the Participant's active duty period closes.

- (f) Qualified Military Reservist Distributions. Notwithstanding any other provision of the Plan to the contrary, a Participant who is a member of a reserve component (as defined in Section 101 of Title 37 of the United States Code) who is ordered or called to active duty for a period in excess of 179 days, or for an indefinite period, may elect to receive a withdrawal of all or any portion of his or her Annual Deferrals. Any distribution made to a Participant pursuant to this Section 6.10(f) must be made during the period beginning on the date the Participant is ordered or called to active duty and ending on the close of his active duty period.

6.11 Qualified Distributions for Retired Public Safety Officers

The Plan does not permit qualified distributions for retired public safety officers.

SECTION VII
ROLLOVERS AND PLAN TRANSFERS

7.1 Eligible Rollover Contributions to the Plan

- (a) A Participant who is an Employee or a Participant who has separated from service and has an Account Balance and who is entitled to receive an eligible rollover distribution from another "eligible retirement plan", as defined in 6.9(b) excluding the direct rollover of after-tax contributions, may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an "eligible retirement plan" within the meaning of Code Section 402(c)(8)(B).
- (b) If an Employee makes a rollover contribution to the Plan of amounts that have previously been distributed to him or her, the Employee must deliver to the Administrator the cash that constitutes his or her rollover contribution within 60 days of receipt of the distribution from the distributing "eligible retirement plan". Such delivery must be made in the manner prescribed by the Administrator.
- (c) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is an eligible governmental plan under Code Section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any "eligible retirement plan" that is not an eligible governmental plan under Code Section 457(b).
- (d) To the extent that the Plan accepts rollover contributions attributable to Roth Contributions, the Administrator shall account for such contributions separately from other rollover contributions. In administering rollover contributions attributable to Roth Contributions, the Administrator shall be entitled to rely on a statement from the distributing plan's administrator identifying (i) the Participant's basis in the rolled over amounts and (ii) the date on which the Participant's 5-taxable-year period of participation (as required under Code Section 402A(d)(2) for a qualified distribution of Roth Contributions) started under the distributing plan. If the 5-taxable-year period of participation under the distributing plan would end sooner than the Participant's 5-taxable-year period of participation under the Plan, the 5-taxable-year period of participation applicable under the distributing plan shall continue to apply with respect to the Roth Contributions included in the rollover contribution. Roth Contributions that are rolled over to the Plan shall be subject to the provisions of the Plan applicable to Roth Contributions rather than the provisions of the Plan applicable to rollover contributions.

7.2 Plan-to-Plan Transfers to the Plan

At the direction of the Employer, the Administrator may permit Participants or Beneficiaries who are participants or beneficiaries in another eligible governmental plan under Code Section 457(b) to transfer assets to the Plan as provided in this Section 7.2. Such a transfer is permitted only if

the other plan provides for the direct transfer of each Participant's or Beneficiary's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Code Section 457(e)(10) and Treasury Regulation Section 1.457-10(b) and to confirm that the other plan is an eligible governmental plan as defined in Treasury Regulation Section 1.457-2(f). The amount so transferred shall be credited to the Participant's Account Balance and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Section III.

7.3 Plan-to-Plan Transfers from the Plan

- (a) At the direction of the Employer, the Administrator may permit Participants or Beneficiaries to elect to have all or any portion of his or her Account Balance transferred to another eligible governmental plan within the meaning of Treasury Regulatory Section 1.457-2(f), if the other eligible governmental plan provides for the receipt of transfers, the Participant or Beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that Participant or Beneficiary immediately before the transfer, and the conditions of subparagraph (i), (ii), or (iii) are met.
 - (i) A transfer from the Plan to another eligible governmental plan is permitted in the case of a transfer for a Participant if the Participant has had a Severance from Employment with the Employer and is performing services for the entity maintaining the other eligible governmental plan.
 - (ii) A transfer from the Plan to another eligible governmental plan is permitted if:
 - (A) The transfer is to another eligible governmental plan within the same State as the Plan;
 - (B) All the assets held by the Plan are transferred; and
 - (C) A Participant or Beneficiary whose amounts deferred are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.
 - (iii) A transfer from the Plan to another eligible governmental plan of the Employer is permitted if:
 - (A) The transfer is to another eligible governmental plan of the Employer (and, for this purpose, an employer is not treated as the Employer if the Participant's compensation is paid by a different entity); and

- (B) A Participant or Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the other eligible governmental plan unless he or she is performing services for the entity maintaining the other eligible governmental plan.
- (b) Upon the transfer of assets under this Section 7.3, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 7.3, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to Treasury Regulation Section 1.457-10(b).

7.4 Permissive Service Credit Transfers

- (a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code Section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan. A transfer under this Section 7.4(a) may be made before the Participant has had a Severance from Employment and without regard to whether the defined benefit governmental plan is maintained by the Employer. The distribution rules applicable to the defined benefit governmental plan to which any amounts are transferred under this Section 7.4 shall apply to the transferred amounts and any benefits attributable to the transferred amounts.
- (b) A transfer may be made under Section 7.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in Code Section 415(n)(3)(A)) under the receiving defined benefit governmental plan, including service credit for periods for which there is no performance of services, service credited in order to provide an increased benefit for service credit which a participant is receiving under the plan, and service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in Code Section 415(n)(3)(C)(i)) of an educational organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary education (through grade 12) or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed, without application of the limitations of Code Section 415(n)(3)(B) in determining whether the transfer is for the purchase of permissive service credit, or a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3).

SECTION VIII BENEFICIARY

8.1 Designation

A Participant has the right, by written notice filed with the Administrator, to designate one or more beneficiaries to receive any benefits payable under the Plan in the event of the Participant's death prior to the complete distribution of benefits. The Participant accepts and acknowledges that he or she has the burden for executing and filing, with the Administrator, a proper beneficiary designation form.

The form for this purpose shall be provided by the Administrator. The form is not valid until it is signed, filed with the Administrator by the Participant, and accepted by the Administrator. Upon the Participant filing the form and acceptance by the Administrator, the form revokes all beneficiary designations filed prior to that date by the Participant.

If no such designation is in effect upon the Participant's death, or if no designated Beneficiary survives the Participant, the Beneficiary shall be the Participant's estate.

SECTION IX ADMINISTRATION AND ACCOUNTING

9.1 Administrator

The Administrator shall have the responsibility and authority to control the operation and administration of the Plan in accordance with the terms of the Plan, the Code and regulations thereunder, and any State law as applicable.

The Administrator may contract with a financially responsible independent contractor to administer and coordinate the Plan under the direction of the Administrator. The Administrator shall have the right to designate a plan coordinator or other party of its choice to perform such services under this agreement as may be mutually agreed to between the Administrator and the plan coordinator or other party. Notwithstanding any other provisions to the contrary, the Administrator agrees that it shall be solely responsible to the Employer for any and all services performed by a plan coordinator, subcontractor, assignee, or designee under this agreement.

The Administrator has full and complete discretionary authority to determine all questions of Plan interpretation, policy, participation, or benefit eligibility in a manner consistent with the Plan's documents, such determinations shall be conclusive and binding on all persons except as otherwise provided by law.

9.2 Administrative Costs

All reasonable expenses of administration may be paid out of the Plan assets unless paid (or reimbursed) by the Employer. Such expenses shall include any expenses incident to the functioning of the Administrator, or any person or persons retained or appointed by any named fiduciary incident to the exercise of his or her duties under the Plan, including, but not limited to, fees of accountants, counsel, investment managers, agents (including nonfiduciary agents) appointed for the purpose of assisting the Administrator in carrying out the instructions of Participants as to the directed investment of his or her accounts and other specialists and his or her agents, and other costs of administering the Plan. In addition, unless specifically prohibited under statute, regulation or other guidance of general applicability, the Administrator may charge to the Account Balance of an individual a reasonable charge to offset the cost of making a distribution to the Participant, Beneficiary, or Alternate Payee or to the Participant for Plan loans. If liquid assets of the Plan are insufficient to cover the fees of the Administrator, then Plan assets shall be liquidated to the extent necessary for such fees. In the event any part of the Plan assets becomes subject to tax, all taxes incurred will be paid from the Plan assets. Until paid, the expenses shall constitute a liability of the trust fund described in Section 11.1.

9.3 Paperless Administration

The Administrator may use telephonic or electronic media to satisfy any notice requirements required by this Plan, to the extent permissible under regulations (or other generally applicable guidance). In addition, a Participant's consent to immediate distribution may be provided through telephonic or electronic means, to the extent permissible under regulations (or other generally applicable guidance). The Administrator also may use telephonic or electronic media to conduct

plan transactions such as enrolling participants, making (and changing) salary reduction elections, electing (and changing) investment allocations, applying for Participant Plan loans, and other transactions, to the extent permissible under regulations (or other generally applicable guidance).

SECTION X AMENDMENTS

10.1 Amendment

The Employer may at any time either prospectively or retroactively amend the Plan by notifying Participants of such action. The Employer shall not have the right to reduce or affect the value of any Participant's Account Balance or any rights accrued under the Plan prior to amendment.

10.2 Conformation

The Employer shall amend and interpret the Plan to the extent necessary to conform to the requirements of Code Section 457 and any other applicable law, regulation or ruling, including amendments that are retroactive. In the event the Plan is deemed by the Internal Revenue Code to be administered in a manner inconsistent with Code Section 457, the Employer shall correct such inconsistency within the period provided in Code Section 457(b).

10.3 Plan Termination

In the event of the termination of the Plan, all Account Balances shall be disposed to or for the benefit of each Participant or Beneficiary in accordance with the provisions of Section VI or Section VII as soon as reasonably practicable following the Plan's termination. The Employer shall not have the right to reduce or affect the value of any Participant's account or any rights accrued under the Plan prior to termination of the Plan. The Participant's or Beneficiary's written consent to the commencement of distribution shall not be required regardless of the value of his or her Account Balance.

SECTION XI TRUST FUND

11.1 Trust Fund

All amounts in a Participant's or Beneficiary's Account Balance, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement that constitutes a valid trust, custodial agreement, annuity contract, or similar agreement under the laws of the State. All investments, amounts, property, and rights held under the Trust Fund shall be held in trust for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. Prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, no part of the assets and income of the Trust Fund may be used for, or diverted to, for purposes other than for the exclusive benefit of Participants and their Beneficiaries. The Employer has no beneficial interest in the Trust Fund and no part of the Trust Fund shall ever revert to the Employer, directly or indirectly, provided, however, that a contribution or any portion thereof made by the Employer through a mistake of fact under Section 12.4 shall upon written request of the Employer, reduced by losses attributable thereto, shall be returned to the Employer.

SECTION XII MISCELLANEOUS

12.1 Non-Assignability

Except as provided in Sections 12.2 and 12.3, no benefit under the Plan at any time shall be subject in any manner to anticipation, alienation, assignment (either at law or in equity), encumbrance, garnishment, levy, execution, or other legal or equitable process; and no person shall have power in any manner to anticipate, transfer, assign (either law or in equity), alienate or subject to attachment, garnishment, levy, execution, or other legal or equitable process, or in any way encumber his or her benefits under the Plan, or any part thereof, and any attempt to do so shall be void except to such extent as may be required by law.

12.2 Domestic Relation Orders

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

Notwithstanding Section 12.1, the Administrator may affect a Participant's Account Balance for a "qualified domestic relations order" as defined in Code Section 414(p), and those other domestic relations orders permitted to be so treated by the Administrator under the provisions of the Retirement Equity Act of 1984. The amount of the Participant's Account Balance shall be paid in the manner and to the person or persons so directed in the qualified domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan.

12.3 IRS Levy

Notwithstanding Section 12.1, the Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service to the Plan with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

12.4 Mistaken Contributions

Notwithstanding any other provision of the Plan or the Trust Fund to the contrary, in the event any contribution of an Employer is made under a mistake of fact (and not a Plan operational error), such contribution may be returned to the Employer within one year after the payment of the contribution. Earnings attributable to the excess contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

12.5 Employment

Neither the establishment of the Plan nor any modification thereof, nor the establishment of any account, nor the payment of any benefits, shall be construed as giving to any Participant or other person any legal or equitable right against the Employer except as herein provided; and, in no event, shall the terms or employment of any Employee be modified or in any way affected hereby.

12.6 Successors and Assigns

The Plan shall be binding upon and shall inure to the benefit of the Employer, its successors and assigns, all Participants and Beneficiaries and their heirs and legal representatives.

12.7 Written Notice

Any notice or other communication required or permitted under the Plan shall be in writing, and if directed to the Administrator shall be sent to the designated office of the Administrator, and, if directed to a Participant or to a Beneficiary, shall be sent to such Participant or Beneficiary at his or her last known address as it appears on the Administrator's record. To the extent permitted by law, regulation or other guidance from an appropriate regulatory agency, the Administrator, Employer or any other party may provide any notice or disclosure, obtain any authorization or consent, or satisfy any other obligation under the Plan through the use of any other medium acceptable to the Administrator. Such other medium may include, but is not necessarily limited to, electronic or telephonic medium. In addition, any communication or disclosure to or from Participants or Beneficiaries that is required under the terms of the Plan to be made in writing may be provided in any other medium (electronic, telephonic, or otherwise) that is acceptable to the Administrator and permitted under applicable law.

12.8 Total Agreement

This Plan and Participant deferral election, and any subsequently adopted Plan amendment thereof, shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant.

12.9 Gender

As used herein the masculine shall include the neuter and the feminine where appropriate.

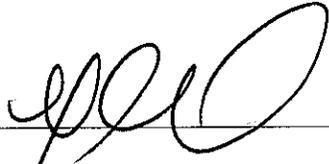
12.10 Controlling Law

This Plan is created and shall be construed, administered and interpreted in accordance with Code Section 457 and the regulations thereunder, and under laws of the State as the same shall be at the time any dispute or issue is raised. If any portion of this Plan is held illegal, invalid or unenforceable, the legality, validity and enforceability of the remainder shall be unaffected.

IN WITNESS WHEREOF, the Employer has executed this Plan document this 28th day
of December, 2011.

City of Danbury, CT

SEAL

By 
Name Mark D. Boughton
Title Mayor

Attest:

Laszlo L. Pinter, Deputy
Title Corporation Counsel


(Witness)

CITY OF DANBURY 401(A) RETIREMENT PLAN

**ADOPTED USING
PDS ADVANTAGE™ GOVERNMENT 401(a) PLAN
ADOPTION AGREEMENT No. 2
WITH
BASE PLAN DOCUMENT No. 2**

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CITY OF DANBURY 401(A) RETIREMENT PLAN

**ADOPTED USING
PDS ADVANTAGE™ GOVERNMENT 401(a) PLAN
ADOPTION AGREEMENT No. 2
WITH
BASE PLAN DOCUMENT No. 2**

I. SERVICE PROVIDER INFORMATION

I.1 SERVICE PROVIDER

(a) ♦ **Name:**

Hartford Life Insurance Company

(b) ♦ **Address:**

PO Box 1583
Hartford, CT 06144-1583

II. GENERAL PLAN INFORMATION

II.1 EMPLOYER

- (a) ♦ Legal name of employer:

City of Danbury

- (b) ♦ Address:

155 Deer Hill Avenue
Danbury, CT 06810

- (c) ♦ Employer identification number: 06-6001868
(d) ♦ Employer's fiscal year ends: June 30

II.2 PLAN

- (a) ♦ Plan type:

- (1) **Money purchase plan** (*in-service withdrawals of employer contributions, including pick-up contributions, not permitted prior to normal retirement age, unless elected otherwise in Section XVIII*)
(2) **Profit-sharing plan**
(3) **Pick-up contributions only** (*may include matching contributions*)
(4) **Pick-up and nonelective contributions** (*may include matching contributions*)
(5) **Matching contributions only**
(6) **Nonelective contributions only**

- (b) ♦ Plan name:

City of Danbury 401(a) Retirement Plan

- (c) ♦ Plan number: 011

II.3 PLAN ADMINISTRATOR

- (a) ♦ Name:

City of Danbury

- (b) ♦ Address:

155 Deer Hill Avenue
Danbury, CT 06810

- (c) ♦ Phone: (203) 797-4656

II.4 PLAN EFFECTIVE DATES

- (a) (X) New plan effective date (month/day/year): October 1, 2012
(b) () Restatement effective date (month/day/year): _____
(1) ♦ Original effective date (month/day/year): _____
(2) [] Plan name changed upon restatement
(A) ♦ Prior plan name:

- (3) [] Frozen plan

II.5 VARYING EFFECTIVE DATES

- (a) [] Specific plan provisions have special effective dates
(1) ♦ Specified plan provisions and their special effective dates:

II.6 PLAN YEAR AND LIMITATION YEAR

- (a) ♦ Plan year is:
(1) () The 12-consecutive month period commencing on _____
(month/day) and each anniversary thereof
(2) (X) The 12-consecutive month period commencing on July 1 (month/day)
and each anniversary thereof except that the first plan year will
commence on October 1, 2012 (month/day/year)
(This election for new plans only)
(b) ♦ Limitation year is:
(1) (X) The 12-month period coinciding with the plan year
(2) () The 12-month period beginning on _____ (month/day)

III. MERGERS AND SPIN-OFFS

III.1 SPIN-OFF PLAN

(a) Plan is spin-off from other plan

(1) Name of other plan

--

III.2 MERGER DOCUMENTATION

(a) Other plan(s) merged into existing plan
(Complete Addendum Re: Plan Mergers.)

IV. GRANDFATHERED PROVISIONS

(Government plans are not subject to the requirements of Code Section 411(d)(6), protecting accrued benefits, retirement subsidies, forms of payment, etc. However, many government employers elect to grandfather prior plan features in any event.)

IV.1 GRANDFATHERED ANNUITIES

- (a) **Annuity form of payment grandfathered for certain participants**
(Complete Addendum Re: Grandfathered Annuities.)

IV.2 GRANDFATHERED IN-SERVICE WITHDRAWAL PROVISIONS

- (a) **Prior in-service withdrawal provisions grandfathered for certain participants**
(Complete Addendum Re: Grandfathered Withdrawal Provisions.)

IV.3 GRANDFATHERED VESTING PROVISIONS

- (a) **Grandfather prior vesting schedule(s)**
(Complete Addendum Re: Grandfathered Vesting Schedules.)

V. PERMITTED CONTRIBUTIONS

V.1 PICK-UP CONTRIBUTIONS

(Employee contributions that are "picked up" pursuant to Code Section 414(h)(2))

- (a) Ongoing pick-up contributions

V.2 AFTER-TAX CONTRIBUTIONS

- (a) Plan assets include after-tax contributions:

- (1) Ongoing after-tax contributions
(2) Transferred after-tax contributions
(3) Frozen after-tax contributions

V.3 ROLLOVER CONTRIBUTIONS

- (a) Rollovers into plan permitted

- (1) Only covered employees who have met the applicable age and/or service requirements may make rollover contributions
(2) Participants may roll loans into plan

V.4 EMPLOYER CONTRIBUTIONS

- (a) Ongoing nonelective contribution
(b) Prior nonelective contributions
(c) Ongoing matching contributions
(d) Prior matching contributions

VI. COVERAGE AND ELIGIBILITY

VI.1 COVERED EMPLOYEES FOR EMPLOYER, PICK-UP, AND EMPLOYEE CONTRIBUTIONS EXCLUDE

(Persons classified by the employer as independent contractors, who are recharacterized as employees of the employer, are automatically excluded from coverage unless and until the employer elects to extend coverage to such persons.)

- (a) Leased employees
- (b) Collectively-bargained employees
- (c) Non-resident aliens
- (d) HCEs
- (e) Employees who normally work fewer than 20 hours per week
- (f) Employees at the following locations:

(1) ♦ Excluded locations:

(g) Other excluded employees

(A) ♦ Excluded employees:

All employees except union employees whose collective bargaining agreement provides for coverage under the Plan.

For the purposes of the Additional Match, all union employees will be excluded except for those hired between July 1, 2011 and September 30, 2012

VI.2 ELIGIBILITY REQUIREMENTS

(a) ♦ No age or service requirement:

- (1) Pick-up contributions
- (2) Matching contributions
- (3) Nonelective contributions
- (4) After-tax contributions

(b) ♦ Service requirement

(Fill in the blanks below with the amount of service required. Any service requirement not in whole year(s) of service requires service for eligibility to be based on elapsed time.)

- (1) Pick-up contributions _____
 - (A) Elapsed time
 - (B) Hours of service
- (2) Matching contributions _____
 - (A) Elapsed time
 - (B) Hours of service
- (3) Nonelective contributions _____
 - (A) Elapsed time

- (B) Hours of service
- (4) After-tax contributions _____
- (A) Elapsed time
- (B) Hours of service
- (c) ♦ Age requirement
 - (1) Pick-up contributions _____ (indicate minimum age)
 - (2) Matching contributions _____ (indicate minimum age)
 - (3) Nonelective contributions _____ (indicate minimum age)
 - (4) After-tax contributions _____ (indicate minimum age)
- (d) ♦ Employees who were employed on or before the original effective date of the plan or the restatement effective date of the plan, as indicated in Section II.4.(a) or (b), shall/shall not be immediately eligible without regard to any age and/or service requirements specified in VI.2.(b) or (c) above.
 - (1) Shall
 - (2) Shall not

VI.3 HOURS OF SERVICE METHOD OF CREDITING ELIGIBILITY SERVICE

(Complete only if eligibility service is credited for any purpose by the hours of service method.)

- (a) ♦ Required hours:
 - (1) 1,000 Hours required for year of service
 - (2) _____ Hours required for year of service
- (b) Computation period switches to plan year
- (c) Hours credited using the following DOL equivalency:

(Government plans are not required to use DOL equivalencies to determine hours.)

 - (1) 10 hours per day (DOL equivalency)
 - (2) 45 hours per week (DOL equivalency)
 - (3) 95 hours per semi-monthly payroll period (DOL equivalency)
 - (4) 190 hours per month (DOL equivalency)
 - (5) Other: _____
- (d) Limit hours of service credited during absence from employment *(other than military leave)*
 - (1) ♦ Number of hours credited for absence: _____
 - (2) Limit does not apply to the following specified absences:

VI.4 ELIGIBILITY ON REEMPLOYMENT

- (a) Reemployed employees are treated the same as new employees and must again satisfy any applicable eligibility requirements
- (b) ♦ Rule of parity
 - (1) Rule of parity applies for crediting eligibility service

(Prior eligibility service is lost on reemployment unless employee has less than 5 consecutive breaks in eligibility service.)

VII. ENTRY DATES AND RETIREMENT DATES

VII.1 ENTRY DATES

- (a) Daily
- (b) Monthly
- (c) 1st day of each payroll period
- (d) Other dates:

VII.2 ENTRY OPTION

- (a) Participate on entry date coinciding with or next following satisfaction of eligibility requirements

VII.3 ELECTIONS NOT TO PARTICIPATE

- (a) Employees may make an election not to participate in the plan
(The election not to participate in the plan is an irrevocable election for purposes of pick-up contributions.)
 - (1) Election not to participate is irrevocable
- (b) Employees may make a one time election to never make pick-up contributions
(The selection of this option will be irrevocable.)

VII.4 RETIREMENT DATES

- (a) Normal retirement date is:
 - (1) Attainment of a specified age: _____ ($= < 65$)
 - (2) Later of age 65 (≤ 65) or 5th ($\leq 5th$) anniversary of commencement
 - (A) Anniversary of commencement of:
 - (i) Employment
 - (ii) Participation
- (a) Early retirement date is:
 - (1) Not applicable
 - (2) Attainment of a specified age: _____ ($= < 65$)
 - (3) Later of specified age: _____ ($= < 65$) or completion of: _____ years of vesting service

VIII. COMPENSATION

VIII.1 DEFINITION OF COMPENSATION

(Generally, government plans are not subject to discrimination testing under Section 401(a)(4). Therefore, compensation need not satisfy Code Section 414(s) in order to avoid testing.)

- (a) **W-2**
- (b) **W-2 less moving expenses only**
- (c) **Withholding**
- (d) **General section 415** *(all specific inclusions in 1.415(c)-2(b) and all specific exclusions in 1.415(c)-2(c))*
- (e) **Modified section 415** *(safe harbor definition in 1.415(c)-2(d): includes only general inclusions in 1.415(c)-2(b)(1) or (2) and all specific exclusions under 1.415(c)-2(c))*

VIII.2 OPTIONAL INCLUSIONS TO COMPENSATION FOR PURPOSES OF CONTRIBUTIONS

- (a) **Optional inclusions apply**
 - (1) **All safe harbor inclusions**
(All amounts deferred or excluded from taxable compensation under Code Section 125, 132(f)(4), 402(g)(3), 402(h)(1)(B), 403(b), or 457(b) are added back to compensation for purposes of determining contributions.)
 - (A) **Where group health plan does not permit cash distribution in lieu of coverage unless participant can certify that he has other health coverage, amounts not receivable because participant cannot make requisite certification are nevertheless deemed to come under Code Section 125**
 - (2) **Only pick-up contributions**
(Do not select with 1 above.)

VIII.3 OPTIONAL INCLUSIONS IN COMPENSATION FOR BOTH CONTRIBUTIONS AND 415 LIMITS

- (a) **Specified post-severance payments made before later of (i) end of plan year in which severance occurs or (ii) within 2 1/2 months of severance** *(choose (1) and/or (2) below):*
(Regular compensation for services, commissions, bonuses, or other similar payments that would have been paid to a participant before termination if his employment had continued are automatically included in compensation if paid within the period specified above, unless specifically excluded in VIII.4.(a)(2)(E) below.)
 - (1) **Payments for accrued leave** *(bona fide sick leave or vacation)* **the participant would have been able to use such leave if employment continued**
 - (2) **Amounts received from a non-qualified, unfunded deferred compensation plan that would have been payable at the same time if the participant continued employment, but only to the extent includable in gross income**

VIII.4 OPTIONAL EXCLUSIONS FROM COMPENSATION FOR PURPOSES OF CONTRIBUTIONS

- (a) **Optional exclusions apply**
 - (1) **Safe harbor exclusions apply**
(Reimbursements or other expense allowances, fringe benefits, moving expenses, deferred compensation, and welfare benefits are all excluded from compensation.)

- (2) Non-safe harbor exclusions apply
- (A) Bonuses
 - (B) Overtime
 - (C) Commissions
 - (D) Post-severance payments of regular compensation for services, commissions, bonuses, and other similar payments even if paid before later of (i) end of plan year in which severance occurs or (ii) within 2 1/2 months of severance
 - (E) Other:

other forms of compensation as described under the terms of the applicable collective bargaining unit.

post-severance payments that are for other than base pay or base wages for regular compensation.

- (3) Compensation taken into account for a plan year shall not exceed \$_____ (must be less than the 401(a)(17) limit)

IX. PICK-UP, AFTER-TAX, AND ROLLOVER CONTRIBUTIONS

IX.1 PICK-UP CONTRIBUTIONS

(Complete if plan provides for contributions "picked-up" pursuant to Code Section 414(h)(2).)

- (a) ♦ Amount of pick-up contributions:
- (1) Percentage of compensation: 5%
 - (2) Percentage of compensation: from _____% to _____% of compensation
- (b) ♦ Date of commencement of pick-up contributions
- (1) First payment of compensation made on or after eligibility
 - (2) First payroll period beginning on or after eligibility
 - (3) First payroll period ending on or after eligibility
 - (4) As soon as administratively practicable after eligibility

IX.2 ONGOING AFTER-TAX CONTRIBUTIONS

(Complete if plan provides for ongoing after-tax contributions.)

- (a) ♦ Method of contributing:
- (1) Both lump sum contribution and payroll withholding from _____% to _____% of compensation
(Lump sum contributions will be limited to the same maximum percentage of Compensation specified with respect to contributions by payroll withholding.)
 - (2) Only payroll withholding from 1% to 5% of compensation
 - (3) Only lump sum contribution limited to specified percentage of compensation: _____%
- (b) ♦ Date of commencement of contributions by payroll withholding
- (1) First payment of compensation made on or after election
 - (2) First payroll period beginning on or after election
 - (3) First payroll period ending on or after election
 - (4) As soon as administratively practicable after election

IX.3 MODIFICATIONS OF CONTRIBUTION ELECTIONS

(Complete if Section 2. above has been completed.)

- (a) ♦ A participant may change the amount of his after-tax contributions as of:
- (1) Any enrollment date
 - (2) First day of each month
 - (3) First day of the plan year
 - (4) Any day of the plan year
 - (5) First day of the calendar quarter
 - (6) Dates prescribed by administrator
 - (7) Other date: _____

IX.4 ROLLOVER CONTRIBUTIONS

(Complete if plan provides for rollover contributions.)

- (a) ♦ "Direct rollovers" (rollover is made directly to plan from other qualified plan or annuity contract):
- (1) Are not accepted under the plan

- (2) (X) Are accepted from the following sources:
 - (A) [X] A qualified plan described in Code Section 401(a) or 403(a), excluding after-tax employee contributions
 - (B) [] A qualified plan described in Code Section 401(a) or 403(a), including after-tax employee contributions
(Do not select if preceding selection is marked.)
 - (C) [X] An annuity contract described in Code Section 403(b), excluding after-tax employee contributions
 - (D) [] An annuity contract described in Code Section 403(b), including after-tax employee contributions
(Do not select if preceding selection is marked.)
 - (E) [X] An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
 - (F) [X] An individual retirement account or annuity, excluding designated Roth contributions and after-tax contributions
- (3) ♦ After-tax contributions rolled over to the plan are accounted for separately and treated for plan purposes *(including in-service withdrawals)* as:
 - (A) () Rollover contributions
 - (B) () After-tax contributions
- (b) ♦ "Participant rollovers" *(distribution from other qualified plan or annuity contract is first made to individual who then elects to roll it over):*
 - (1) () Are not accepted under the plan
 - (2) (X) Are accepted from the following sources:
 - (A) [X] A qualified plan described in Code Section 401(a) or 403(a), excluding after-tax contributions
 - (B) [X] An annuity contract described in Code Section 403(b), excluding after-tax contributions
 - (C) [X] An eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state
 - (D) [X] An individual retirement account or annuity, excluding after-tax contributions

X. EMPLOYER MATCHING CONTRIBUTIONS

X.1 CONTRIBUTIONS THAT ARE MATCHED

(Select one or more of the following)

- (a) Deferrals under another plan
 - (1) Name of plan: _____
- (b) Pick-up contributions
- (c) After-tax contributions

X.2 MATCH FEATURES

- (a) Matching contribution is:
 - (1) Required in specified amount
 - (A) Specified match rate
 - (i) Single match rate: 100%
 - (ii) Dual match rates: _____% of contributions up to specified limit and _____% of contributions above that amount
 - (a) Limit is:
 - (1) Specified percentage of compensation : _____%
 - (2) Specified dollar amount: \$ _____
 - (B) Compensation earned before eligibility to participate in match will be excluded
 - (C) Additional discretionary match permitted in amount specified by employer
- (2) Discretionary

X.3 OPTIONAL LIMITATIONS ON MATCHING CONTRIBUTIONS

- (a) No match for contributions attributable to following types of compensation:
- (b) No match for after-tax contributions withdrawn before the end of the plan year
- (c) No match for contributions made before eligibility to participate in match
- (d) No match for contributions above a specified limitation
 - (1) Limitation is:
 - (A) 5% of compensation
 - (B) \$ _____
 - (C) _____% of compensation, provided that contributions matched cannot exceed \$ _____
 - (D) Discretionary limitation that may be a percentage of compensation and/or a dollar amount
 - (2) Compensation earned before eligibility to participate in match excluded in determining limitation
- (e) Total match for plan year cannot exceed \$ _____
- (f) Limitations selected in (a), (b), (c), (d), (e) and (f) above also apply to any

additional discretionary match

X.4 CONTRIBUTION PERIOD

(The contribution period for the additional, discretionary matching contributions is the plan year.)

- (a) Each month
- (b) Each calendar quarter
- (c) Each calendar year
- (d) Each plan year
- (e) Each payroll period
- (f) Each *(other)*:

--

XI. EMPLOYER NONELECTIVE CONTRIBUTIONS

Complete if plan provides for nonelective contributions

XI.1 NONELECTIVE CONTRIBUTION FEATURES

- (a) Required in amount specified in allocation formula
- (b) Discretionary

XI.2 ALLOCATION FORMULA

- (a) Ratio of compensation allocation formula
 - (1) Percentage of compensation allocated to each participant is: _____% *(select if contribution amount is required.)*
- (b) Uniform dollar amount allocation formula
 - (1) If contribution amount is required:
 - (A) \$_____ for the following:
 - (i) Each hour worked by the participant
 - (ii) Each hour for which the participant is paid
 - (iii) Each contribution period
 - (iv) Other: _____
(Cannot exceed 12-consecutive months)
 - (B) The dollar amount specified in the applicable collective bargaining agreement for each hour worked
- (c) Other

XI.3 ADDITIONAL NONELECTIVE CONTRIBUTION

- (a) Employer may make additional, discretionary contribution to be allocated in same manner as required contribution *(may select only if contribution is required)*

XI.4 COMPENSATION EXCLUSION

- (a) Compensation earned by employee prior to becoming eligible to participate excluded in allocating nonelective contribution

XI.5 CONTRIBUTION PERIOD

- (a) General contribution period:
 - (1) Each month
 - (2) Each calendar quarter
 - (3) Each calendar year
 - (4) Each plan year
 - (5) Each payroll period
 - (6) Each *(other)*: _____
- (b) Separate contribution period for compensation used to determine allocations of nonelective contributions: _____

XII. VESTING OF EMPLOYER CONTRIBUTIONS

XII.1 REGULAR VESTING SCHEDULE

- (a) ♦ **Regular and additional discretionary matching contributions schedule: [3]**
(Fill in number of selected vesting schedule from below.)

- (b) ♦ **Nonelective contributions schedule: [N/A]**
(Fill in number of selected vesting schedule from below.)

- (c) ♦ **Prior matching contributions schedule: [N/A]**
(Fill in number of selected vesting schedule from below. If the plan provides for current matching contributions, the number must be the same as the number selected in (a) above.)

- (d) ♦ **Prior nonelective contributions schedule: [N/A]**
(Fill in number of selected vesting schedule from below. If the plan provides for current nonelective contributions, the number must be the same as the number selected in (b) above.)

1 immediate	2 3 year cliff	3 5 year cliff	4A Other cliff schedule for matching contributions	4B Other cliff schedule for nonelective contributions
100% immediate	0% before 3 years	0% before 5 years	0% before ___ years	0% before ___ years
	100% after 3 years	100% after 5 years	100% after ___ years	100% after ___ years

- (2) Immediate upon distribution
 - (3) Upon 1 break in vesting service
 - (4) At end of plan year in which terminate
 - (5) At end of plan year in which distribution made
 - (6) Only upon 5 consecutive breaks in vesting service
- (b) Restoration of forfeitures
- (1) Forfeitures not restored
 - (2) Restore on reemployment before 5 breaks in vesting service:
 - (A) Restore forfeited amounts only if repay distribution of employer contributions (*required buyback*)
 - (B) Restore forfeited amounts and may repay distribution of employer contributions (*optional buyback*)
 - (C) Restore forfeited amounts and cannot repay distribution (*no buyback*)
- (c) Treatment of forfeited nonelective contributions:
- (1) Offset employer's contribution obligation
 - (A) If forfeitures remain after offset:
 - (i) Held in suspense account and offset future contributions
 - (ii) Allocated to participants
 - (2) Re-allocate to participants
 - (3) Allocation provisions:
 - (A) Participants eligible for re-allocation:
 - (i) Last day requirement only - must be in covered employment
 - (ii) Service requirement only:
 - (a) Hours of service requirement: _____
 - (iii) Last day and service requirement - must be in covered employment for last day
 - (a) Hours of service requirement: _____
 - (iv) No last day or service requirement
 - (B) [] Exceptions to last day and/or service requirements:
 - (i) [] Last day requirement does not apply in cases of:
 - (a) [] Death
 - (b) [] Normal retirement
 - (1) [] Exception also applies to early retirement
 - (c) [] Disability
 - (ii) [] Service requirement does not apply in cases of:
 - (a) [] Death
 - (b) [] Normal retirement
 - (1) [] Exception also applies to early retirement
 - (c) [] Disability
 - (C) Employment requirement for re-allocation:
 - (i) () Re-allocate only to participants employed during the plan year by the employer for whom the participant last performed services
 - (ii) () Re-allocate to participants employed during the plan year by any employer
 - (D) Re-allocation based on:

- (i) Method of allocating nonelective contribution
- (ii) Ratio of compensation
- (4) Forfeitures may be used to pay plan expenses:
 - (A) Plan expenses paid before either contributions are offset or forfeitures are re-allocated
 - (B) Administrator directs whether plan expenses paid before either contributions are offset or forfeitures are re-allocated
- (d) Treatment of forfeited matching contributions:
 - (1) Offset employer's contribution obligation
 - (A) If forfeitures remain after offset:
 - (i) Held in suspense account and offset future contributions
 - (ii) Allocated to participants
 - (2) Re-allocate to participants
 - (3) Allocation provisions
 - (A) Participants eligible for re-allocation:
 - (i) Last day requirement only - must be in covered employment
 - (ii) Service requirement only:
 - (a) Hours of service requirement: _____
 - (iii) Last day and service requirement - must be in covered employment for last day
 - (a) Hours of service requirement: _____
 - (iv) No last day or service requirement
 - (B) Exceptions to last day and/or service requirements:
 - (i) Last day requirement does not apply in cases of:
 - (a) Death
 - (b) Normal retirement
 - (1) Exception also applies to early retirement
 - (c) Disability
 - (ii) Service requirement does not apply in cases of:
 - (a) Death
 - (b) Normal retirement
 - (1) Exception also applies to early retirement
 - (c) Disability
 - (C) Employment requirement for re-allocation:
 - (i) Re-allocate only to participants employed during the plan year by the employer for whom the participant last performed services
 - (ii) Re-allocate to participants employed during the plan year by any employer
 - (D) Re-allocate only to participants who have made pick-up contributions (or after-tax contributions, if after-tax contributions are matched) for the plan year.
 - (E) Re-allocation based on:
 - (i) Ratio that participant's contribution percentage (ratio of pick-up contributions or matched after-tax contributions to compensation) bears to aggregate contribution percentages of all participants
 - (ii) Ratio of compensation

XIII. CREDITING VESTING SERVICE

Complete this Article XIII. only if employer contributions are not immediately 100% vested or if early retirement is contingent upon completion of a specified number of years of vesting service or if allocation formula is based on years of vesting service.

XIII.1 YEARS OF SERVICE CREDITING METHOD

- (a) **Elapsed time method**
- (b) **Hours of service method**
 - (1) **Required hours:**
 - (A) **1,000 hours required for year of service**
 - (B) _____ **hours required for year of service**
 - (2) **Hours of service computation period for crediting vesting service**
 - (A) **Plan year**
 - (B) **Anniversaries of employment commencement date**
 - (3) **Hours of service credited using following equivalency (if eligibility service is credited using hours of service method, same options must be selected below as were selected for eligibility service)**
 - (A) **10 hours per day (DOL equivalency)**
 - (B) **45 hours per week (DOL equivalency)**
 - (C) **95 hours per semi-monthly payroll period (DOL equivalency)**
 - (D) **190 hours per month (DOL equivalency)**
 - (E) **Other: _____**
 - (4) **Limit hours of service credited during absence from employment other than military leave (if eligibility service is credited using hours of service method, same options must be selected below as were selected for eligibility service)**
 - (A) **Number of hours credited for absence: _____ hours**
(Not fewer than hours required to prevent a break in vesting service.)
 - (B) **Limit does not apply to absences because of:**

XIII.2 VESTING SERVICE EXCLUSIONS

- (a) **Period before employee attains age 18**
- (b) **Period before the effective date of the plan**
- (c) **Upon reemployment, exclude all prior vesting service in determining vested interest in account earned following reemployment**
- (d) **Apply rule-of-parity**
- (e) **Period prior to employee's break-in-service until employee completes a year of service**
- (f) **Defined contribution plan exclusion**
(Vesting service completed after 5 consecutive breaks in vesting service is not taken into account in determining a participant's vested interest in his account prior to his break in vesting service.)

XIV. ADDITIONAL REQUIREMENTS FOR RECEIVING EMPLOYER CONTRIBUTIONS

XIV.1 ALLOCATION REQUIREMENTS

- (a) ♦ Select available options from (b) below and enter option number next to each applicable type of employer contribution (each available option that is selected must be completed as indicated):

Nonelective contributions [N/A]

Regular Matching contributions [5]

Additional discretionary matching contributions [N/A]

- (b) ♦ Available options:

(1) Last day requirement only - must be in covered employment

(2) Service requirement only:

(A) () Hours of service requirement for nonelective contributions: _____

(B) () Hours of service requirement for regular matching contributions: _____

(C) () Hours of service requirement for additional discretionary matching contributions: _____

(3) Last day and service requirement - must be in covered employment on last day:

(A) ♦ Service requirement:

(i) () Hours of service requirement for nonelective contributions: _____

(ii) () Hours of service requirement for regular matching contributions: _____

(iii) () Hours of service requirement for additional discretionary matching contributions: _____

(4) Last day or 501 hours requirement

(This provision excludes from participation only those employees who may be excluded from coverage testing under Code Section 410(b). If an employee is in an uncovered employment classification on the last day of the plan year, he is considered to have satisfied the last day requirement.)

(5) No last day or hours requirement

XIV.2 EXCEPTIONS TO ALLOCATION REQUIREMENTS

- (a) [] Exceptions to allocation requirements for nonelective contributions:

(1) [] Last day requirement does not apply in cases of:

(A) [] Death

(B) [] Normal retirement

(i) [] Exception also applies to early retirement

(C) [] Disability

(2) [] Service requirement does not apply in cases of:

(A) [] Death

- (B) Normal retirement
 - (i) Exception also applies to early retirement
 - (C) Disability
 - (D) Service requirement doesn't apply for plan year in which employee becomes eligible to participate part-way through plan year
- (b) Exceptions to allocation requirements for regular matching contributions:
- (1) Last day requirement does not apply in cases of:
 - (A) Death
 - (B) Normal retirement
 - (i) Exception also applies to early retirement
 - (C) Disability
 - (2) Service requirement does not apply in cases of:
 - (A) Death
 - (B) Normal retirement
 - (i) Exception also applies to early retirement
 - (C) Disability
 - (D) Service requirement doesn't apply for plan year in which employee becomes eligible to participate part-way through plan year
- (c) Exceptions to allocation requirements for additional discretionary matching contributions:
- (1) Last day requirement does not apply in cases of:
 - (A) Death
 - (B) Normal retirement
 - (i) Exception also applies to early retirement
 - (C) Disability
 - (2) Service requirement does not apply in cases of:
 - (A) Death
 - (B) Normal retirement
 - (i) Exception also applies to early retirement
 - (C) Disability
 - (D) Service requirement doesn't apply for plan year in which employee becomes eligible to participate part-way through plan year

XIV.3 HOURS OF SERVICE CREDITING

(If hours of service crediting is selected for eligibility or vesting service, select same criteria for crediting hours of service.)

- (a) Hours of service credited using the following equivalency:
 - (1) 10 hours per day (DOL equivalency)
 - (2) 45 hours per week (DOL equivalency)
 - (3) 95 hours per semi-monthly payroll period (DOL equivalency)
 - (4) 190 hours per month (DOL equivalency)
 - (5) Other: _____
- (b) Limit hours of service credited during absence from employment (other than military leave.)
 - (1) ♦ Number of hours credited for absence: _____ (=> 501 hours)
 - (2) [] Limit does not apply to absences because of:

XIV.4 DEFINITION OF DISABILITY

(If plan provides for 100% vesting on disability, select same criteria.)

- (a) ♦ **Participant is disabled if (must select at least one option):**
 - (1) **Eligible for social security disability**
 - (2) **Eligible for benefits under employer's long term disability program**
 - (3) **Determined by the plan administrator**

XV. CONTRIBUTION LIMITATIONS

XV.1 CODE SECTION 415 LIMITATIONS

- (a) ♦ Limitations under other plans
 - (1) ♦ If contributions to be made under Plan, when combined with contributions to be made under other defined contribution plans maintained by employer, would exceed the 415 limits:
 - (A) () Reduce other plans first, then reduce under this plan
 - (B) () Reduce under this plan first then under other plans
 - (C) () Reduce pro rata among all plans simultaneously
 - (D) (X) Reduce last amounts to be allocated first
 - (E) () Other reduction method (*complete Addendum Re: 415 Order of Reduction*)

XVI. INVESTMENT OF PARTICIPANT ACCOUNTS

XVI.1 PARTICIPANT DIRECTED INVESTMENTS

- (a) Participants direct investment of a portion or all of their accounts:
- (1) ♦ Options
- (A) Participant direction restricted to vested portions of accounts only
- (B) Employer directs investment of the following:

- (C) Percentage increments for investing contributions specified in plan: 1%
- (2) ♦ Investment elections may be changed as of:
- (A) First of month following valuation date
- (B) Enrollment dates
- (C) Date administrator receives instructions from participant
- (D) Other dates: _____
- (3) ♦ If participant fails to direct investments, his account will be invested:
- (A) As directed by the administrator
- (B) In general fund
- (C) In default investment fund
- (D) In the following investment funds:

XVI.2 AVAILABLE INVESTMENTS

(Complete only if participants direct investments.)

- (a) Employer selects available investment options
- (1) Participants may also select investment options under self-directed brokerage option
- (b) Participants select available investment options

XVI.3 TRANSFER OF INVESTMENTS

(Complete only if participants direct investments.)

- (a) Transfer percentage increments specified in plan: _____ %
(If transfer percentages are not specified, participants may transfer percentages specified by administrator.)
- (b) Participants may transfer an optional dollar amount specified by participant
(May select only if transfer percentage is not specified in plan.)
- (c) ♦ Transfer effective dates:
- (1) First of the month following valuation date

- (2) () Enrollment date
 - (3) (X) Date administrator receives instructions from participant
 - (4) () Other dates: _____
- (d) [] Transfer elections must be recorded the number of days prior to the effective date specified by the administrator

XVII. HARDSHIP WITHDRAWALS

XVII.1 AVAILABILITY

- (a) Plan permits hardship withdrawals from the following accounts (if the plan is a money purchase plan, hardship withdrawals of employer contributions, including pick-up contributions, and of after-tax contributions, if matched, are not permitted):
 - (1) Pick-up contributions
 - (2) After-tax contributions
 - (A) After-tax contributions that have been matched may not be withdrawn
 - (3) Rollover contributions
 - (4) Nonelective contributions
 - (5) Matching contributions
 - (6) Prior nonelective contributions
 - (7) Prior matching contributions

XVII.2 DEFINITION OF IMMEDIATE AND HEAVY FINANCIAL NEED BASED ON IRS SAFE HARBORS ONLY

(Safe harbor needs include Code Section 213(d) medical expenses, purchase of a principal residence, post-secondary education/tuition expenses (including room and board), prevention of eviction from or foreclosure on the mortgage of a principal residence, funeral and burial expenses, and repairs to a principal residence for which a casualty loss deduction would be available.)

XVII.3 HARDSHIP WITHDRAWAL FEATURES

- (a) Hardship withdrawals will be effective as soon as administratively feasible following administrator's approval
 - (1) Hardship withdrawals of nonelective contributions permitted only if 100% vested
 - (1) Hardship withdrawals of matching contributions permitted only if 100% vested
 - (1) Hardship withdrawals of prior nonelective contributions permitted only if 100% vested
 - (1) Hardship withdrawals of prior matching contributions permitted only if 100% vested

XVIII. NON-HARDSHIP WITHDRAWALS

XVIII.1 SOURCES AND CONDITIONS FOR NON-HARDSHIP WITHDRAWALS

- (a) ♦ Rollover contributions
 - (1) Non-hardship withdrawals permitted from rollover contributions:
 - (A) At any time
 - (B) Only if the participant has attained age _____
- (b) ♦ After-tax contributions
 - (1) Non-hardship withdrawals permitted from after-tax contributions:
 - (A) At any time
 - (B) Only if the participant has attained age _____
 - (C) After-tax contributions that have been matched may not be withdrawn
- (c) Permit withdrawals of following contributions upon attaining specified age *(must be at least age 62 if the plan is a money purchase plan)*
 - (1) Permit withdrawals of pick-up contributions at age _____
 - (2) Permit withdrawals of nonelective contributions at age _____
 - (3) Permit withdrawals of matching contributions at age _____
 - (4) Permit withdrawals of prior nonelective contributions at age _____
 - (5) Permit withdrawals of prior matching contributions at age _____

XVIII.2 NON-HARDSHIP WITHDRAWAL FEATURES

- (a) ♦ Non-hardship withdrawals will be effective as soon as administratively feasible following administrator's approval
- (b) Non-hardship withdrawals of nonelective contributions permitted only if 100% vested
- (c) Non-hardship withdrawals of matching contributions permitted only if 100% vested
- (d) Non-hardship withdrawals of prior nonelective contributions permitted only if 100% vested
- (e) Non-hardship withdrawals of prior matching contributions permitted only if 100% vested

XIX. LOANS

XIX.1 AVAILABILITY

- (a) Plan permits participant loans
 - (1) Loans not available from following portions of participant's account:
 - (A) Specified sub-accounts:

- (i) Balance of specified sub-accounts also excluded in determining maximum permissible loan amount

XX. DISTRIBUTIONS

XX.1 FORMS OF PAYMENT

- (a) ♦ Available forms
 - (1) ♦ Single sum is normal form
 - (2) [] Annuities
 - (A) ♦ Forms of annuity:
 - (i) () Participant selects any form of annuity
 - (ii) () Available forms annuity are:
 - (B) [] QJSA is available annuity form; survivor percentage under QJSA is 50% unless larger percentage selected below
 - (i) () 100% survivor percentage
 - (ii) () 66 2/3% survivor percentage
 - (3) [X] Installment payments
 - (A) [X] Participants may elect more rapid distribution
 - (i) [] Election must be made when distribution commences
 - (4) [] Minimum required distributions
(Select only if plan does not otherwise provide for installment payments.)
 - (A) () Only payable while employee continues employment after required beginning date
 - (B) () Payable if payments start at participant's required beginning date, whether or not participant is still employed on that date
 - (C) [] If participant dies before required beginning date, beneficiary may receive minimum required distributions

- (b) [X] A participant may elect distribution in more than one form of payment

XX.2 CASH-OUTS

- (a) [X] Small account balances will be cashed out upon a distribution event
 - (1) ♦ Cash-out amount is:
 - (A) (X) \$1,000
 - (B) () \$3,500
 - (C) () \$5,000
 - (D) () \$_____
 - (2) [] Rollover contributions are disregarded in determining whether account will be cashed out

XX.3 COMMENCEMENT OF BENEFITS WHILE EMPLOYED

- (a) [X] A participant who continues employment beyond normal retirement date may elect to commence retirement benefits while employed
- (b) [X] A participant who is disabled and continues employment may elect to commence retirement benefits
 - (1) ♦ Participant is disabled if *(must select at least one option):*

(If plan provides for 100% vesting on disability or for a disability exception to a last day or hours allocation requirement, select same criteria.)

- (A) Eligible for social security disability
- (B) Eligible for benefits under employer's long term disability program
- (C) Determined by the plan administrator

XX.4 POST 70-1/2 DISTRIBUTIONS

- (a) ♦ **A participant who continues employment beyond April 1 of the calendar year following the year he attains age 70 1/2:**
 - (1) () **Is required to commence retirement benefits as of that date ("old rule")**
(This preserves the "required beginning date" rules in effect for non-government plans under Code Section 401(a)(9) prior to the Small Job Protection Act of 1996. The old rule was never required to be applied to government plans.)
 - (2) (X) **May elect to commence retirement benefits as of that date ("modified government rule")**
(If this provision is selected, the "required beginning date" rules applicable to government plans apply, though a participant may elect to start benefits at the time they would have been payable under the old rule described above for non-government plans.)
 - (3) () **May not commence retirement benefits as of that date ("government rule")**
(If this provision is selected, the "required beginning date" rules applicable to government plans apply.)

XX.5 DISTRIBUTIONS ON TERMINATION OF EMPLOYMENT

- (a) ♦ **Participant terminating prior to normal retirement date may postpone distribution:**
 - (1) () **Only to later of age 62 or normal retirement date**
 - (2) (X) **To required beginning date**
- (b) **Terminated participant may elect partial distribution**
- (c) **Participant may waive 30-day waiting period to receive distribution**

XX.6 REQUIRED COMMENCEMENT OF DISTRIBUTION TO BENEFICIARIES

- (a) ♦ **Distribution to beneficiary of participant who dies before his required beginning date will be made:**
 - (1) () **In full within 5 years of participant's death (or by date participant would reach 70-1/2 if participant's spouse is sole beneficiary)**
(Select if plan provides only for single sum distributions to beneficiaries – no installments, no annuities, and no minimum required distributions)
 - (2) () **In installments over beneficiary's life expectancy beginning within 1 year of participant's death (or at date participant would have reached age 70-1/2, if participant's spouse is sole beneficiary)**
(Select if plan provides only for installments or annuity payments.)
 - (3) (X) **Either (1) in full within 5 years of participant's death or (2) in installments over the beneficiary's life expectancy, as elected by the participant or beneficiary**
(Select if plan provides for (a) single sum payments and (b) installment,

annuity, or minimum required distribution payments.)

- (A) ♦ If no election is made, distribution will be made
 - (i) (X) In full within 5 years of participant's death (or by date participant would reach 70-1/2, if participant's spouse is sole beneficiary)
 - (ii) () In installments over the beneficiary's lifetime beginning within 1 year of participant's death (or at date participant would have reached age 70-1/2, if participant's spouse is sole beneficiary)

XX.7 EFFECT OF REEMPLOYMENT ON DISTRIBUTION

- (a) ♦ If a participant is reemployed:
 - (1) (X) No further distribution will be made until subsequent termination and prior form of payment election is null and void
 - (2) () Participant continues to be eligible to receive distribution of prior account balance and prior form of payment election continues in effect
(Payments made after reemployment may be subject to early distribution taxes, as distribution may no longer be viewed as due to termination of employment.)

XX.8 BENEFICIARIES

- (a) ♦ If no beneficiary has been designated the default beneficiary will be participant's spouse or, if none:
 - (1) (X) Participant's estate
 - (2) () Participant's surviving children in equal shares or, if none, participant's estate
 - (3) () Participant's issue, per stirpes, or, if none, participant's surviving parents in equal shares, or, if none, participant's estate
 - (4) () Other:

XX.9 SPOUSAL PROVISIONS

- (a) [] Spousal consent is required for certain plan purposes
 - (1) ♦ Spousal consent is required for plan loans
 - (2) ♦ Spousal consent is required for in-service withdrawals
 - (3) ♦ Spousal consent is required to elect form of payment other than QJSA
(applies only if plan provides QJSA form of payment)
 - (4) ♦ Spousal consent is required to select non-spouse beneficiary
- (b) ♦ Participant's spouse for beneficiary and, if applicable, consent purposes means:
 - (1) (X) The participant's spouse as determined under the laws of the state in which the participant resides
 - (2) () The person of the opposite sex to whom the participant is married in a legal union between one man and one woman as husband and wife
(Regardless of the employer's selection, this definition applies for purposes of applying the minimum distribution rules under Code Section 401(a)(9).)

XXI. MISCELLANEOUS

XXI.1 THE PLAN SHALL BE GOVERNED BY THE LAW OF THE STATE IN WHICH EMPLOYER HAS ITS PRINCIPAL PLACE OF BUSINESS

XXI.2 PLAN EXPENSES

- (a) ♦ Except to the extent they are reduced by forfeitures, general administrative expenses of the plan are:
 - (1) (X) Paid from participants' accounts, unless the employers elect to make payment
 - (2) () Paid from participants' accounts
 - (A) () For all current and former participants with an account balance
 - (B) () Except employer pays expenses for all current participants and the following former participants *(if selected)*:
 - (i) [] Retired participants with an account balance following retirement
 - (ii) [] Terminated participants with an account balance following termination

XXII. SUPERSEDING PLAN PROVISIONS

XXII.1 IF SELECTED BELOW, THE PLAN INCLUDES AN ADDENDUM DESCRIBING PROVISIONS THAT SUPERSEDE ANY INCONSISTENT PROVISIONS OF THE ADOPTION AGREEMENT OR BASIC PLAN DOCUMENT

- (a) An addendum describing superseding provisions is attached at the end of the plan

XXIII. FUNDING AGENT INFORMATION

XXIII.1 IDENTIFICATION OF FUNDING AGENT

(a) ♦ **Name of funding agent:**

Hartford Life Insurance Company

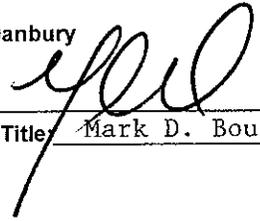
XXIV. EXECUTION

This Plan must be signed and dated below by all the indicated parties to be effective

EXECUTED AT Danbury, Connecticut

_____ , this 6th day of November 20 12 .

City of Danbury

By: 

Title Mark D. Boughton, Mayor

**ADDENDUM
RE: SUPERSEDING PLAN PROVISIONS**

A.1 SUPERSEDING PLAN PROVISIONS

- (a) ♦ The following provisions supersede other provisions of this Adoption Agreement and/or the Basic Plan Document in the manner described:

X.2 MATCH FEATURES

An additional Employer Match will be made in the amount of 100% of the eligible Employees' After-tax Contributions from October 1, 2012 to September 30, 2014, up to a maximum match of 5% of Compensation. The additional Employer Match will follow the same vesting, withdrawal and distribution features as the regular Employer Match.

- (a) (X) will not be treated as having returned to employment for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave
 - (b) () will be treated as having returned to employment for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave
 - (1) This provision applies for deaths that occur:
 - (A) [] on or after December 31, 2006
 - (B) [] on or after _____, which is a date later than December 31, 2006
5. For purposes of Section 21.14, a Participant who is absent from employment because of military service who becomes disabled while performing qualified military service:
- (a) (X) will not be treated as having returned to employment for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave
 - (b) () will be treated as having returned to employment for purposes of determining his eligibility for and the amount of contributions to be made to his Account for his period of military leave
 - (1) This provision applies for a disability that occurs:
 - (A) [] on or after December 31, 2006
 - (B) [] on or after _____, which is a date later than December 31, 2006
6. For purposes of the Appendix regarding Minimum Distribution Requirements:
- (a) (X) Special provisions applicable to 2009 Minimum Required Distributions do not apply
 - (b) () Special provisions applicable to 2009 Minimum Required Distributions apply
 - (1) Either:
 - (A) () 2009 RMDs will be made unless Participant or Beneficiary elects otherwise
 - (B) () 2009 RMDs will not be made unless Participant or Beneficiary elects otherwise
 - (2) The following will also be treated as eligible rollover distributions in 2009:
 - (A) () 2009 RMDs and Extended 2009 RMDs
 - (B) () 2009 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard Code Section 401(a)(9)(H)