THE DEFERRED COMPENSATION PLAN FOR EMPLOYEES
AS AMENDED AND RESTATED
FOR THE
COUNTY OF COOK, ILLINOIS

AMENDMENT AND RESTATEMENT EFFECTIVE July 1, 2025

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DEFERRED COMPENSATION PLAN FOR EMPLOYEES

The Employer adopts this Deferred Compensation Plan for Employees. The Plan is intended to be an "eligible deferred compensation plan" as defined in Code §457(b) of the Internal Revenue Code of 1986 ("Eligible 457 Plan"). The Plan consists of the provisions set forth in this plan document and is applicable to the Employer and each Employee who elects to participate in the Plan.

ARTICLE I
DEFINITIONS

"Account" means the separate Account(s) which the Administrative Services Provider maintains under the Plan for a Participant's Deferred Compensation. The Account includes a variety of money types, including but not limited to Pre-Tax Salary Reduction Contributions and Roth Salary Reduction Contributions and respective gains and losses attributable thereto (the "Pre-Tax Salary Reduction Contribution Account" and the "Roth Salary Reduction Contribution Account," respectively), Rollover Pre-Tax, Roth Rollover, Rollover 457. The Administrative Services Provider may establish separate Accounts for multiple Beneficiaries of a Participant to facilitate required minimum distributions under Section 4.03 based on each Beneficiary's life expectancy.

"Accounting Date" means the last day of the Plan Year.

"Administrative Services Provider" means the organization (if any) appointed by the Committee that acts as the third party administrative services provider including to carry out administrative functions for the Plan.

"Beneficiary" means a person who a Participant designates or who is designated by operation of law and who is or may become entitled to a Participant's Account upon the Participant's death. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Beneficiary has received full distribution of the benefit the Beneficiary is entitled to under the Plan. A Beneficiary's right to information or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

"*Board*" means the Cook County Board of Commissioners.

"Code" means the Internal Revenue Code of 1986, as amended.

"Committee" means the Deferred Compensation Committee described in Article VIII.

"Compensation" for purposes of allocating Deferral Contributions means the Employee's W-2 wages and salaries, to the extent that the amounts are includible in gross income (or to the extent an amount would have been received and includible in gross income but for an election under Code §§125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), and 457(b), including an election to defer Compensation under Article III). Compensation also includes any amount that the Internal Revenue Service in published guidance declares to constitute compensation for purposes of an Eligible 457 Plan.

(A) Elective Contributions. Compensation includes Elective Contributions. *"Elective Contributions"* are amounts excludible from the Employee's gross income under Code

§§125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 403(b), 408(p) or 457(b), and contributed by the Employer, at the Employee's election, to a cafeteria plan, a qualified transportation fringe benefit plan, a 401(k) arrangement, a SARSEP, a tax-sheltered annuity, a SIMPLE plan or a Code §457(b) plan.

(B) *Differential Wage Payments*. For years beginning after December 31, 2008, (i) an individual receiving a differential wage payment, as defined by Code §3401(h)(2), shall be treated as an employee of the Employer making the payment; (ii) the differential wage payment shall be treated as compensation; and (iii) the plan shall not be treated as failing to meet the requirements of any provision described in Code §414(u)(1)(C) by reason of any contribution or benefit which is based on the differential wage payment.

(C) Paid Time Off and Back Pay. Compensation includes paid time off and back pay.

(D) Post-Termination Compensation. Compensation includes Post-Termination Compensation. Post-Termination Compensation are the amounts described in (1) and (2) below, paid after a Participant's Termination from Employment with the Employer, but only to the extent such amounts are paid by the later of $2^1/_2$ months after Termination from Employment or the end of the calendar year that includes the date of such Termination from Employment.

(1) *Regular Pay.* Post-Termination Compensation includes regular pay after Severance of Employment if: (i) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and (ii) the payment would have been paid to the Participant prior to a Termination from Employment if the Participant had continued in employment with the Employer.

(2) *Leave Cashouts.* Post-Termination Compensation includes paid time off cashouts if those amounts would have been included in the definition of Compensation if they were paid prior to the Participant's Termination from Employment, and the amounts are payment for unused accrued paid time off, or other leave, but only if the Participant would have been able to use the leave if employment had continued.

Any payment of Compensation paid after Termination of Employment that is not described in Section (E)(1) or (2) above is not Post-Termination Compensation, even if payment is made by the later of $2^1/_2$ months after Termination from Employment or by the end of the calendar year that includes the date of such Termination of Employment.

"Deferral Contributions" means the Pre-Tax Salary Reduction Contributions and Roth Salary Reduction Contributions an Employee makes to the Plan pursuant to a Participation Agreement. The Administrative Services Provider in applying the Code §457(b) limit shall take into account Deferral Contributions in the Taxable Year in which deferred. The Administrative Services Provider, in determining the amount of a Participant's Deferral Contributions, disregards the net income, gain and loss attributable to Deferral Contributions.

"Deferred Compensation" means as to a Participant the amount of Deferral Contributions, Rollover Contributions and Transfers adjusted for allocable net income, gain or loss, in the Participant's Account.

"Effective Date" of this amendment and restatement of the Plan is the date indicated on the cover page. For administrative purposes, the term "Effective Date" as to any provision of the Plan means the earlier of (a) the Effective Date as defined in the immediately preceding sentence or (b) the date as of which such provision was required by applicable law to apply to the Plan or, in the case of discretionary Plan provisions, the date for which the provision was approved for inclusion in the Plan.

"Employee" means an individual who provides services for the Employer, as a common law employee of the Employer. Employee shall not include Leased Employees or independent contractors. Retroactive or prospective determination with respect to Leased Employees or independent contractors by any governmental agency shall have no impact on such individuals' status.

"Employer" means the above-referenced County, Forest Preserve District of Cook County, and the County Employees and Officer's Annuity and Benefit Fund of Cook County or any of their respective agencies, departments, subdivisions or instrumentalities for which services are performed by a Participant.

"Excess Deferrals" means Deferral Contributions to an Eligible 457 Plan for a Participant that exceed the Taxable Year maximum limitation of Code §§457(b) and (e)(18).

"Includible Compensation" means, for the Employee's Taxable Year, the Employee's total Compensation within the meaning of Code §415(c)(3) paid to an Employee for services rendered to the Employer. Includible Compensation includes Deferral Contributions under the Plan, compensation deferred under any other plan described in Code §457, and any amount excludible from the Employee's gross income under Code §§401(k), 403(b), 125 or 132(f)(4) or any other amount excludible from the Employee's gross income for Federal income tax purposes. The Employer shall determine Includible Compensation without regard to community property laws.

"Leased Employee" means an Employee within the meaning of Code §414(n).

"Normal Retirement Age" means the age designated by the Participant unless the Board designates in writing a Normal Retirement Age. The Normal Retirement Age designated by the Participant or Employer shall be no earlier than age 65 or the age at which Participants have the right 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. In the event Employers' employees are no longer eligible as a class to participate in a basic defined benefit plan, the Normal Retirement Age designated by the Participant shall be no earlier than age 60. The Normal Retirement Age also shall not exceed age 70 1/2. With respect to a Participant who is a qualified police officer or firefighter as defined under Code §415(b)(2)(H)(ii)(I), such qualified police officer or fire fighter may designate a Normal Retirement Age between age 40 and age 70 1/2.

"Participant" is an Employee who elects to participate or, if applicable, has been automatically enrolled, in the Plan in accordance with the provisions of Section 2.01 or an individual who has previously deferred Compensation under the Plan by a Participation Agreement and has not received a complete distribution of their Account.

"Participation Agreement" means the agreement to enroll and participate in the Plan or, if applicable, in the case of an employee automatically enrolled and did not opt out of such agreement, that is provided to the Administrative Services Provider. The Participation Agreement is the agreement by which the Employer reduces the Participant's Compensation for contribution to the Participant's Account.

"Plan" means The Deferred Compensation Plan for Employees, as Amended and Restated for the County of Cook and the related Trust. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

"Plan Entry Date" means, effective October 19, 2023, the date as soon as administratively practicable after the date on which an Employee completes and files a Participation Agreement with the Administrative Services Provider.

"Plan Year" means the calendar year.

"Pre-Tax Salary Reduction Contributions" means a Participant's salary reduction contributions which are not includible in the Participant's gross income at the time deferred and have been irrevocably designated as Pre-Tax Salary Reduction Contributions by the Participant in his or her deferral election. A Participant's Pre-Tax Salary Reduction Contributions shall be separately accounted for, as shall gains and losses attributable to those Pre-Tax Reduction Contributions. All Deferral Contributions of a Participant prior to the effective date as of which the Participant first makes Roth Salary Reduction Contributions are Pre-Tax Salary Reduction Contributions.

"Qualified Military Service" means any qualified military service the Plan is required to credit for contributions and benefits in order to satisfy the crediting of Service requirements of Code §414(u). A Participant whose employment is interrupted by qualified military service under Code §414(u) or who is on a leave of absence for qualified military service under Code §414(u) may elect to make additional Deferral Contributions upon resumption of employment with the Employer equal to the maximum Deferral Contributions that the Participant could have elected during that period if the Participant's employment with the Employer had continued (at the same level of Compensation) without the interruption of leave, reduced by the Deferral Contributions, if any, actually made for the Participant 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). The Plan shall apply limitations of Article III to all Deferral Contributions under this paragraph with respect to the year to which the Deferral Contribution relates.

"Rollover Contribution" means the amount of cash or property which an eligible retirement plan described in Code §402(c)(8)(B) distributes to an eligible Employee or to a Participant in an eligible rollover distribution under Code §402(c)(4) and which the eligible Employee or Participant rollovers directly or indirectly to an Eligible 457 Plan. A Rollover Contribution

includes net income, gain or loss attributable to the Rollover Contribution. A Rollover Contribution excludes after-tax Employee contributions, as adjusted for net income, gain or loss.

"Roth Salary Reduction Contributions" means a Participant's salary reduction contributions that are includible in the Participant's gross income at the time deferred and have been irrevocably designated as Roth Salary Reduction Contributions by the Participant in his or her deferral election. Roth Salary Reduction Contributions shall be treated in the same manner as Pre-Tax Salary Reduction Contributions for all Plan purposes, except as provided otherwise in this Plan. A Participant's Roth Salary Reduction Contributions shall be separately accounted for, as shall gains and losses attributable to those Roth Salary Reduction Contributions. The Plan Administrative Services Provider shall maintain a record of a Participant's investment in the contract *(i.e.,* Roth Salary Reduction Contributions that have not been distributed) and the year in which the Participant first made a Roth Salary Reduction Contribution.

"Taxable Year" means the calendar year or other tax year of a Participant and as recorded by the Administrative Services Provider.

"*Termination from Employment*" means the date the Employee ceases to be an Employee of the Employer. For purposes of distributions to an individual in the uniformed services, such individual shall be treated as incurring a Termination from Employment during any period the individual is performing service in the uniformed services described in Code §3401(h)(2)(A). However, the plan shall not distribute the benefit to such an individual without that individual's consent, so long as the individual is receiving differential wage payments. If an individual elects to receive a distribution under this provision, the individual may not make Deferral Contributions during the 6-month period beginning on the date of the distribution.

"Transfer" means a transfer of Eligible 457 Plan assets to another Eligible 457 Plan which is not a Rollover Contribution and which is made in accordance with Section 9.03.

"Trust" means the County of Cook and Cook County Forest Preserve Deferred Compensation Plan Trust.

"Trustee" means the person or persons designated by the Board in the Trust to serve in the position of Trustee.

ARTICLE II

PARTICIPATION IN PLAN

Section 2.01 Eligibility. Each Employee becomes a Participant in the Plan on the next Plan Entry Date after the Employee's Participation Agreement is filed with the Administrative Services Provider. Each Employee who was a Participant in the Plan on the day before the Effective Date continues as a Participant in the Plan.

Section 2.02 Participation During Leave of Absence and Disability. The Participation Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Employer shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

Section 2.03 Participation Upon Re-Employment. A Participant who incurs a Termination from Employment shall re-enter the Plan as a Participant on the date of their re-employment.

Section 2.04 Automatic Enrollment. The Committee is authorized to implement one or more Amendment(s) to this document to create an automatic enrollment program consistent with the parameters established, now or in the future, by any applicable legislation permitting automatic enrollment in the Plan, including but not limited to inclusion of a participant opt-out election. If the Committee deems it appropriate, and to the extent permitted by state law, such automatic enrollment program may include an automatic escalation clause by which participant deferrals, expressed as a percentage of compensation, are gradually increased annually within the limits allowed by law. Nothing in this provision shall be interpreted to limit otherwise permissible salary deferrals.

ARTICLE III

DEFERRAL CONTRIBUTIONS/LIMITATIONS

Section 3.01 Pre-Tax Salary Reduction Contributions.

(A) *Contribution Formula.* For each Plan Year, the Employer shall contribute to the Trust the amount of Pre-Tax Salary Reduction Contributions the Employee elects to defer under the Plan. Pre-Tax Salary Reduction Contributions shall be deducted in accordance with the Plan's procedures. The Plan does not apply any other limitations on Pre-Tax Salary Reduction Contributions other than the limitations applicable under the Code.

(B) *Return of Contributions.* The Employer contributes to this Plan on the condition its contribution is not due to a mistake of fact. If any contribution is due to a mistake of fact, the Trustee upon written request from the Employer shall return the contribution, within one year after payment of the contribution. Employer contributions made on behalf of Participants and Plan earnings and assets shall not otherwise be returned to the Employer except as may be permitted by law and as would not jeopardize the Plan's status as an Eligible 457 Plan.

The Employer may furnish the Trustee whatever evidence the Trustee deems necessary to enable the Trustee to confirm the amount so requested to be returned is properly returnable.

(C) *Time of Payment of Contribution.* An Employer shall deposit Pre-Tax Salary Reduction Contributions to the Trust within the later of thirty (30) days or such other period that is not longer than is reasonable for the administration of Participant Accounts.

(D) *Application to Leave of Absence and Disability*. The Participation Agreement shall continue to apply during the Participant's leave of absence or the Participant's disability (as the Employer shall establish), if the Participant has Compensation other than imputed compensation or disability benefits.

Section 3.02 Roth Salary Reduction Contributions Permitted. Effective January 1, 2024, an eligible Employee may elect to, in lieu of all or a portion of the Pre-Tax Salary Reduction Contributions the Employee is eligible to make to the Plan for an applicable period, make Roth

Salary Reduction Contributions. Roth Salary Reduction Contributions shall be treated in the same manner as Pre-Tax Salary Reduction Contributions for all Plan purposes except as provided otherwise in this Plan. Policies and procedures adopted under this Section shall be construed as part of the Plan.

Section 3.03 Normal Limitation. Except as provided in Sections 3.04 and 3.05, a Participant's maximum Deferral Contributions under this Plan for a Taxable Year may not exceed the lesser of:

(A) The applicable dollar amount as specified under Code §457(e)(15)

(B) 100% of the Participant's Includible Compensation for the Taxable Year.

Section 3.04 Normal Retirement Age Catch-up Contribution. For one or more of the Participant's last three Taxable Years ending before the Taxable Year in which the Participant attains Normal Retirement Age, the Participant's maximum Deferral Contributions may not exceed the lesser of:

(A) Twice the applicable dollar amount under Section 3.03(A), or

(B) the underutilized limitation.

(1) *Underutilized Limitation.* A Participant's underutilized limitation is equal to the sum of: (i) the applicable dollar amount for the Taxable Year, and (ii) the applicable dollar amount for each of the prior Taxable Years of the Participant commencing after 1978 during which the Participant was eligible to participate in the Plan and the Participant's Deferral Contributions were subject to the normal limitation or any other Code §457(b) limit, less the amount of Deferral Contributions for each such prior Taxable Year, excluding age 50 catch-up contributions.

(2) *Multiple 457 Plans.* If the Employer maintains more than one Eligible 457 Plan, the Plans may not permit any Participant to have more than one Normal Retirement Age under the Plans.

(3) *Pre-2002 Coordination.* In determining a Participant's underutilized limitation, the coordination rule in effect under now repealed Code §457(c)(2) applies. Additionally, the normal limitation for pre-2002 Taxable Years is applied in accordance with Code §457(b)(2) as then in effect.

Section 3.05 Age 50 and age 60-63 Catch-up Contributions. All Employees who are eligible to make Deferral Contributions under this Plan and who have attained age 50 before the close of the Taxable Year are eligible to make age 50 catch-up contributions for that Taxable Year in accordance with, and subject to the limitations of, Code §414(v). The applicable dollar amount (Code §414(v)(2)(B)) and the adjusted dollar amount (Code §414(v)(2)(E) will be determined according to the cost of living adjustment prescribed in Code §414(v)(2)(C). Such catch-up contributions are not taken into account for purposes of the provisions of the Plan implementing the normal limitations of Code §457 described in Section 3.03. If, for a Taxable Year, an Employee makes a catch-up contribution under Section 3.04, the Employee is not eligible to make age 50

catch-up contributions under this Section. A catch-up eligible Participant in each Taxable Year is entitled to the greater of the amount determined under Section 3.04 or Section 3.05 plus the Section 3.03 normal limitation.

Age 60-63 Catch-up Contribution. Effective January 1, 2025, Employees are eligible to make age 60-63 catch-up contributions for that Taxable Year if (i) they attain age 60, but are not older than age 63, by the end of that Taxable Year and(ii) they have contributed the maximum amount of the Code §457 general contribution limit. In addition, Participants must choose between the age 60-63 catch-up provision and the Special 457 Catch-up provision, and may not use both in the same year. After the calendar year in which a Participant reaches age 63, the Participant can only contribute up to the Age 50 Catch-up contribution amount (unless the Participant is contributing under the Special 457 Catch-up instead).

Section 3.06 Rollover Contributions. The Plan permits Rollover Contributions.

(A) *Operational Administration.* The Committee permits Rollover Contributions to this Plan and permits eligible Employees and Participants to make a Rollover Contribution. Any Participant (or as applicable, any eligible Employee), after filing with the Trustee the form prescribed by the Administrative Services Provider, may make a Rollover Contribution to the Trust. Before accepting a Rollover Contribution, the Trustee may require a Participant (or eligible Employee) to furnish satisfactory evidence the proposed transfer is in fact a "Rollover Contribution" which the Code permits an employee to make to an eligible retirement plan. The Administrative Services Provider, in its sole discretion, may decline to accept a Rollover Contribution of property which could: (1) generate unrelated business taxable income; (2) create difficulty or undue expense in storage, safekeeping or valuation; or (3) create other practical problems for the Trust or (4) is not a direct rollover from a plan of Roth salary reduction contributions.

(B) *Pre-Participation Rollover.* If an eligible Employee makes a Rollover Contribution to the Trust prior to satisfying the Plan's eligibility conditions, the Administrative Services Provider and Trustee shall treat the Employee as a limited Participant (as described in Rev. Rul. 96-48 or in any successor ruling). If a limited Participant has a Termination from Employment prior to becoming a Participant in the Plan, the Trustee shall distribute the Rollover Contributions Account to the limited Participant in accordance with Article IV.

(C) *Separate Accounting.* The Administrative Services Provider shall account separately for: (1) amounts rolled into this Plan from an eligible retirement plan (other than from another Eligible 457 plan); and (2) amounts rolled into this Plan from another Eligible 457 Plan. The Administrative Services Provider for purposes of ordering any subsequent distribution from this Plan may designate a distribution from a Participant's Rollover Contributions as coming first from either of (1) or (2) above if the Participant has both types of Rollover Contribution Accounts.

Section 3.07 Distribution of Excess Deferrals. In the event that a Participant has Excess Deferrals, the Plan shall distribute to the Participant the Excess Deferrals and allocable net income, gain or loss, in accordance with this Section.

The Administrative Services Provider shall distribute Excess Deferrals from the Plan as soon as is reasonably practicable following the Administrative Services Provider's or Employer's determination of the amount of the Excess Deferral. If a Participant participates in another Eligible 457 Plan maintained by a different employer, and the Participant has Excess Deferrals, the Administrative Services Provider may, but is not required, to correct the Excess Deferrals by making a corrective distribution from this Plan.

ARTICLE IV.

TIME AND METHOD OF PAYMENT OF BENEFITS

Section 4.01 Distribution Restrictions. Except as the Plan provides otherwise, the Administrative Services Provider or Trustee may not distribute a Participant's Account prior to the earlier of Participant's Termination from Employment, the circumstances described in Section 4.05, or such other event for which federal legislation is enacted or regulatory relief granted permitting the Plan to make distributions to qualifying Participants.

Section 4.02 Time and Method of Payment of Account. The Administrative Services Provider, or Trustee at the direction of the Administrative Services Provider, shall distribute to a Participant who has incurred a Termination from Employment the Participant's Account under one or any combination of payment methods elected by the Participant. Subject to any limitations imposed by and uniformly applied by the Committee pursuant to written policies adopted by the Committee, the Participant may elect one of the following methods of payment: (1) lump sum payment, (2) partial lump sum payment, (3) installment, or (4) an annuity. In no event shall the Administrative Services Provider direct (or direct the Trustee to commence) distribution, nor shall the Participant elect to have distribution commence, later than the Participant's required beginning date, or under a method that does not satisfy Section 4.02.

Subject to any limitations imposed by and uniformly applied by the Committee pursuant to written policies adopted by the Committee, the Participant may elect: (1) at any time following the date of their Termination from Employment to commence distribution no earlier than is administratively practical following Termination from Employment; and (2) the method of payment. The Administrative Services Provider shall furnish a method for the Participant to commence their benefit and the method of payment. If the Participant has both a Pre-Tax Salary Reduction Contribution Account and a Roth Salary Reduction Contribution Account, they shall direct from which account the distributions shall be deducted. If the Participant fails to provide such direction, distributions shall be deducted on a pro-rata basis from both accounts.

Section 4.03 Required Minimum Distributions. The Administrative Services Provider may not distribute nor direct the Trustee to distribute the Participant's Account, nor may the Participant elect any distribution of their Account, under a method of payment which, as of the required beginning date, does not satisfy the minimum distribution requirements of Code §401(a)(9) or which is not consistent with applicable Treasury regulations.

(A) *General Rules*. The provisions set forth in this Section are intended to comply with Code §401(a)(9) and the Treasury regulations thereunder. To the extent there is any conflict between the provisions of Code §401(a)(9) and the provisions of the Plan, the provisions of Code §401(a)(9) will control. Notwithstanding the preceding, effective January 1, 2020, in accordance with the procedures established by the Administrative Services Provider, required minimum distributions that were required to be made in 2020 will be suspended in accordance with section 2203 of the Coronavirus Aid, Relief, and Economic Security Act and related guidance.

(B) *Time and Manner of Distribution*.

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

(2) *Death of Participant Before Distribution Begins*. Effective for Participants who die after December 31, 2021, if the Participant dies before distributions begin, the Participant's entire interest shall be distributed, or begin to be distributed, no later than as follows:

(a) *Spouse Designated Beneficiary*. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, distributions to the surviving spouse shall 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 the applicable age as set forth in Code §401(a)(9)(C)(v), if later. The entire interest must be withdrawn over a period not extending beyond the life expectancy of the spousal Beneficiary. The Plan shall follow the surviving spouse election rules under Code §401(a)(9)(B)(iv), as amended effective January 1, 2024.

(b) *Eligible Designated Beneficiary*. If the Participant is survived by a non-spousal Eligible Designated Beneficiary, then distributions to the Eligible Designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Participant died. Distributions may be made in substantially equal annual payments over the life of the Eligible Designated Beneficiary, or over a period certain not extending beyond the life expectancy of the Eligible Designated Beneficiary. If the Participant's Eligible Designated Beneficiary is a minor child, distribution of the entire interest to the child must be completed by December 31 of the calendar year containing the tenth anniversary of the child's attainment of the age of majority.

(c) *Designated Beneficiary.* If the Designated Beneficiary is not an Eligible Designated Beneficiary, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the tenth anniversary of the Participant's death. If the Designated Beneficiary is not

an individual, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(d) *No Designated Beneficiary.* If there is no designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest shall be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death

(e) *Death of Spouse.* 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 Section 4.03(B)(2) other than Section 4.03(B)(2)(a), shall apply as if the surviving spouse were the Participant.

(3) *Death of Participant on or after Distributions Begin*.

(a) *Participant Survived by Designated Beneficiary.* If the Participant dies on or after their required beginning date 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:

i. 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.

ii. 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.

iii. If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. Notwithstanding the foregoing, if the Participant dies on or after January 1, 2022 and the Designated Beneficiary is not an Eligible Designated Beneficiary, the Participant's remaining interest

will be distributed by December 31 of the calendar year containing the tenth anniversary of the death of the Participant. If the Participant's Eligible Designated Beneficiary is a minor child, distribution of the Participant's entire interest to the child must be completed by December 31 of the calendar year containing the tenth anniversary of the child's age of majority. If the Participant's Eligible Designated Beneficiary, other than the Participant's surviving Spouse, dies before the Participant's entire interest is completely distributed, then distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary in which the Eligible Designated Beneficiary dies.

(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 calendar year after the calendar year of the Participant's death, the minimum amount that shall be distributed for each distribution calendar year after the calendar 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 attained age of the Participant as of the Participant's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

(4) *Forms of Distribution.* Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the required beginning date, as of the first distribution calendar year distributions shall be made in accordance with Sections 4.03(C) and 4.02. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder shall be made in accordance with the requirements of Code §401(a)(9).

(C) *Required Minimum Distributions during Participant's Lifetime*.

(1) *Amount of Required Minimum Distribution for Each Distribution Calendar Year*. During the Participant's lifetime, the minimum amount that shall be distributed for each distribution calendar year is the lesser of:

(a) *ULT*. The quotient obtained by dividing the Participant's account balance by the number in the Uniform Life Table set forth in Treas. Reg. §1.401(a)(9)-9, using the Participant's attained age as of the Participant's birthday in the distribution calendar year; or

(b) *Younger Spouse.* If the Participant's sole designated Beneficiary for the distribution calendar year is the Participant's spouse and such surviving spouse is not more than 10 years younger than the Participant, the quotient obtained by dividing the Participant's account balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. §1.401(a)(9)-9, using

the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) *Lifetime Required Minimum Distributions Continue Through Year of Participant's Death.* Required minimum distributions shall be determined under this Section 4.03(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) *Definitions*.

(1) *Designated Beneficiary*. The individual who is designated as the Beneficiary under the Plan and is the designated beneficiary under Code §401(a)(9) and Treas. Reg. §1.401(a)(9)-1, Q&A-4.

(2) *Distribution Calendar Year*. 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 immediately preceding the calendar year which contains the Participant's required beginning date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which the distributions are required to begin under Section 4.03(B)(2). The required minimum distribution for the Participant's first distribution calendar year shall 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, shall be made on or before December 31 of that distribution calendar year.

(3) *Eligible Designated Beneficiary*. A Beneficiary who is (i) the surviving spouse of the Participant, (ii) a child of the Participant who has not reached majority, (iii) a disabled individual within the meaning of Code §72(m)(7), (iv) a chronically ill individual as defined in Code §401(a)(9)(E)(ii)(IV), and (v) any other individual who is not more than ten years younger than the Participant.

(4) *Life Expectancy*. Life expectancy as computed by use of the Single Life Table in Treas. Reg. §1.401(a)(9)-9.

(5) *Participant's Account Balance.* The account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The account balance for the valuation calendar year includes any Rollover Contributions or Transfers to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

(6) *Required Beginning Date*. A Participant's required beginning date is the April 1 of the calendar year following the later of: (1) the calendar year in which the Participant attains the applicable age set forth in Code §401(a)(9)(C)(v) , or (2) the calendar year in which the Participant retires or such other date under Code §401(a)(9) by which required minimum distributions is required to commence.

Section 4.04 Death Benefits. Upon the death of the Participant, the Administrative Services Provider shall pay or direct the Trustee to pay the Participant's Account in accordance with Section 4.03. Subject to Section 4.03, a Beneficiary may elect the timing and method of payment in the same manner as a Participant may elect under Section 4.02, if such elections apply.

If a participant dies while performing Qualified Military Service (as defined in Code §414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) provided under the Plan as if the Participant had resumed and then terminated employment on account of death.

Section 4.05 Distributions Prior to Termination from Employment. Notwithstanding the Section 4.01 distribution restrictions, the Plan permits the following in-service distributions in accordance with this Section.

(A) *Unforeseeable Emergency.* In the event of a Participant's unforeseeable emergency, the Administrative Services Provider may make a distribution to a Participant who has not incurred a Termination from Employment.

An unforeseeable emergency is a severe financial hardship of a Participant or Beneficiary resulting from: (1) illness or accident of the Participant, the Participant's Beneficiary, or the Participant's spouse or dependent (as defined in Code §152, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); (2) loss of the Participant's or Beneficiary's property due to casualty; (3) the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in Code §152, without regard to Code §152(b)(1), (b)(2), and (d)(1)(B)); or (4) other similar extraordinary and unforeseeable circumstances arising from events beyond the Participant's or Beneficiary's control. The Administrative Services Provider shall not pay the Participant or the Beneficiary more than the amount reasonably necessary to satisfy the emergency need, which may include amounts necessary to pay taxes or penalties on the distribution. The Administrative Services Provider shall not make payment to the extent the Participant or Beneficiary may relieve the financial hardship by cessation of deferrals under the Plan, through insurance or other reimbursement, or by liquidation of the individual's assets to the extent such liquidation would not cause severe financial hardship.

The Participant's Beneficiary is a person who a Participant designates as a "primary beneficiary" and who is or may become entitled to a Participant's Plan account upon the Participant's death.

A Participant's unforeseeable emergency event includes a severe financial hardship of the participant's primary Beneficiary under the Plan, that would constitute an emergency event if it occurred with respect to the participant's spouse or dependent as defined under Code

§152.

A request for distribution due to unforeseeable emergency shall be approved or denied in accordance with the practices and procedures implemented by the Administrative Services Provider, including the Administrative Services Provider's appeal practices and procedures. Any allowed distribution shall be payable in a lump sum as soon as practicable after approval.

(B) *De Minimis Distribution.* A Participant may elect to receive a distribution of their Account where: (1) the Participant's Account (disregarding Rollover Contributions) does not exceed $5,000 (or such other amount as does not exceed the Code §411(a)(11)(A) dollar amount); (2) the Participant has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (3) the Participant has not received a prior distribution under this Section 4.05(B).

(C) *Distribution of Rollover Contributions.* A Participant may request and receive distribution of their Account attributable to Rollover Contributions (but not to Transfers) at any time.

(D) *Age 70-1/2 Distributions*. A Participant may request and receive distribution of their Account upon reaching age 70-1/2.

(E) *Coronavirus-Related Distributions*. In accordance with section 2202(a) of the Coronavirus Aid, Relief, and Economic Security Act and related guidance, between April 9, 2020 and December 31, 2020, a Participant who is a "Coronavirus-Related Qualified Individual" (as defined below) may take a Coronavirus-Related Distributions of up to $100,000 or the total of the Participant's Account, if less. If the Participant has already taken one or more Coronavirus-Related Distributions from the Plan or any qualified plan maintained by the Employer, the maximum amount of any future Coronavirus-Related Distributions shall be reduced by the amount of any prior Coronavirus-Related Distributions that the Participant has received on or after January 1, 2020 from the Plan and/or from all other qualified plans maintained by the Employer so that the sum of all Coronavirus-Related Distributions from the Plan and all other qualified plans maintained by the Employer shall not exceed $100,000. The Participant may repay the Coronavirus-Related Distribution during the three-year period beginning the day after the distribution date, and the repayment shall be treated as a direct rollover.

A "Coronavirus-Related Qualified Individual" means a Participant who has certified using the form or other method established by the Administrative Services Provider that the individual: (1) has been diagnosed, or the Participant's spouse or dependent (as defined in Code section 152) has been diagnosed, with the virus SARS-CoV-2 or coronavirus disease 2019 (collectively, "COVID-19") using a test approved by the Center for Disease Control and Prevention; or (2) due to COVID-19, experiences adverse financial consequences because of the Participant's (or the Participant's spouse's or member of the Participant's household's (someone who shares Participant's principal residence)): being quarantined, furloughed or laid off, or having work hours reduced; being unable to work due to the lack of child care; closing or reducing hours of a business that they own or operate; or having

pay or self-employment income reduced, a job offer rescinded or start date for a job delayed.

Section 4.06 Distributions Under Qualified Domestic Relations Orders (QDROs). Notwithstanding any other provision of this Plan, the Administrative Services Provider (and any Trustee) shall comply with the terms of a QDRO, as defined in Code §414(p), which is issued with respect to the Plan.

(A) *Time and Method of Payment.* This Plan specifically permits distribution to an alternate payee under a QDRO at any time, notwithstanding any contrary Plan provision and irrespective of whether the Participant has attained the earliest retirement age (as defined under Code §414(p)) under the Plan. Nothing in this Section gives a Participant a right to receive distribution at a time the Plan otherwise does not permit nor authorizes the alternate payee to receive a form of payment the Plan does not permit.

(B) *QDRO Procedures.* Upon receiving a domestic relations order, the Administrative Services Provider promptly shall notify the Participant and any alternate payee named in the order, in writing, of the receipt of the order, and shall further communicate the Plan's written procedures for determining the qualified status of the order. Within seven (7) days after receiving the domestic relations order, the Administrative Services Provider shall determine the qualified status of the order pursuant to the Plan's written procedures as promulgated by the Committee, and shall notify the Participant and each alternate payee, in writing, of the Administrative Services Provider's determination. During any periods in which the Administrative Services Provider must request additional information, the seven (7) day period shall be suspended until such information is received. To the extent an amended domestic relations order is submitted, a separate seven (7) day period shall be applied to the review and determination related to such amended domestic relations order. In the event the Administrative Services Provider determines that a domestic relations order is not so qualified, the alternate payee may request that the Administrative Services Provider review said determination, whereupon the Administrative Services Provider, following review of relevant information and documents and consultation with the relevant professionals, shall in due haste affirm or over-rule said decision. The Administrative Services Provider shall provide notice under this paragraph by mailing to the individual's address specified in the domestic relations order.

(C) *Accounting.* If any portion of the Participant's Account is payable under the domestic relations order during the period the Administrative Services Provider is making its determination of the qualified status of the domestic relations order, the Administrative Services Provider shall maintain a separate accounting of the amounts payable. If the Administrative Services Provider determines the order is a QDRO within 18 months of the date amounts first are payable following receipt of the domestic relations order, the Administrative Services Provider shall distribute or direct the Trustee to distribute the payable amounts in accordance with the QDRO. If the Administrative Services Provider does not make its determination of the qualified status of the order within the 18-month determination period, the Administrative Services Provider shall distribute or shall direct the Trustee to distribute the payable amounts in the manner the Plan would distribute if the

order did not exist and shall apply the order prospectively if the Administrative Services Provider later determines the order is a QDRO.

To the extent it is not inconsistent with the provisions of the QDRO, the Administrative Services Provider may segregate or may direct the Trustee to segregate the QDRO amount in a segregated investment account. The Administrative Services Provider or Trustee shall make any payments or distributions required under this Section by separate benefit checks or other separate distribution to the alternate payee(s).

(D) *Permissible QDROs.* A domestic relations order that otherwise satisfies the requirements for a qualified domestic relations order *("QDRO")* shall not fail to be a QDRO: (i) solely because the order is issued after, or revises, another domestic relations order or QDRO; or (ii) solely because of the time at which the order is issued, including issuance after the annuity starting date or after the participant's death.

Section 4.07 Direct Rollover of Eligible Rollover Distributions.

(A) *Participant Election.* A Participant (including for this purpose, a former Employee) may elect, at the time and in the manner the Administrative Services Provider prescribes, to have any portion of an eligible rollover distribution from the Plan paid directly to an eligible retirement plan specified by the Participant in a direct rollover election. For purposes of this election, a "Participant" includes as to their respective interests, a Participant's surviving spouse and the Participant's spouse or former spouse who is an alternate payee under a QDRO.

(B) *Rollover and Withholding Notice.* At least 30 days and not more than 180 days prior to the Trustee's distribution of an eligible rollover distribution, the Administrative Services Provider shall provide a written notice (including a summary notice as permitted under applicable Treasury regulations) explaining to the distributee the rollover option, the applicability of mandatory 20% federal withholding to any amount not directly rolled over, and the recipient's right to roll over within 60 days after the date of receipt of the distribution *("rollover notice").*

(C) Non-spouse Beneficiary Rollover Right. A non-spouse Beneficiary who is a "designated beneficiary" under Code §401(a)(9)(E) and the regulations thereunder, by a direct trustee-to-trustee transfer *("direct rollover"),* may roll over all or any portion of a distribution to an individual retirement account the Beneficiary establishes for purposes of receiving the distribution. In order to be able to roll over the distribution, the distribution otherwise is required to satisfy the definition of an eligible rollover distribution.

(1) Certain Requirements Not Applicable. Although a non-spouse Beneficiary may roll over directly a distribution, the distribution shall be subject to the direct rollover requirements of Code §401(a)(31) (including the automatic rollover provisions of Code §401(a)(31)(B)), the notice requirements of Code §402(f) and the mandatory withholding requirements of Code §3405(c). If a non-spouse Beneficiary receives a distribution from the Plan, the distribution is not eligible for a "60-day" rollover.

(2) *Trust Beneficiary.* If the participant's named Beneficiary is a trust, the Plan may make a direct rollover to an individual retirement account on behalf of the trust, provided the trust satisfies the requirements to be a designated beneficiary within the meaning of Code §401(a)(9)(E).

(D) *Definitions.* The following definitions apply to this Section:

(1) *Eligible Rollover Distribution.* An eligible rollover distribution is any distribution of all or any portion of a Participant's Account, except an eligible rollover distribution does not include: (a) any distribution which is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period of ten years or more; (b) any Code §401(a)(9) required minimum distribution; and (c) any unforeseeable emergency distribution.

(2) *Eligible Retirement Plan.* An eligible retirement plan is an individual retirement account described in Code §408(a), an individual retirement annuity described in Code §408(b), an annuity plan described in Code §403(a), a qualified plan described in Code §401(a), an annuity contract (or custodial agreement) described in Code §403(b), or an eligible deferred compensation plan described in Code §457(b) and maintained by an Employer described in Code §457(e)(1)(A), which accepts the Participant's, the Participant's spouse or alternate payee's eligible rollover distribution. A Participant or Beneficiary may elect to roll over directly an eligible rollover distribution to a Roth IRA described in Code §408A(b).

(3) *Direct Rollover.* A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(4) *Mandatory Distribution.* Upon notification of Termination from Employment and receipt of direction from the Committee, the Administrative Services Provider shall make a mandatory distribution, which is an eligible rollover distribution, without the Participant's *consent provided* that the Participant's Account is less than $1,000. A distribution to a Beneficiary is not a mandatory distribution.

Section 4.08 Election to Deduct from Distribution. An Eligible Retired Public Safety Officer may elect annually for that taxable year to have the Plan deduct an amount from a distribution which the Eligible Retired Public Safety Officer otherwise would receive and include in income. The Plan shall pay such deducted amounts directly to the provider as described in Section 4.08(A).

(A) *Direct Payment.* The Plan shall pay directly to the provider of the accident or health insurance plan or qualified long-term care insurance contract the amounts the Eligible Retired Public Safety Officer has elected to have deducted from the distribution. Such amounts may not exceed the lesser of $3,000 or the amount the Participant paid for such taxable year for qualified healthcare premiums, and which otherwise complies with Code §402(1).

(B) *Definitions*.

(1) *Eligible Retired Public Safety Officer*. An "Eligible Retired Public Safety Officer" is an individual who, by reason of disability or attainment of normal retirement age, has experienced a Termination from Employment as a Public Safety Officer with the Employer.

(2) *Public Safety Officer.* A 'Public Safety Officer" has the same meaning as in § 1204(9)(A) of the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. §3796b(9)(A)).

(3) *Qualified Health Insurance Premiums*. The term "qualified health insurance premiums" means premiums for coverage for the Eligible Retired Public Safety Officer, their spouse, and dependents, by an accident or health plan or qualified long-term care insurance contract (as defined in Code §7702B(b)).

Section 4.09 Loans to Participants. Loans shall be permitted under the Plan upon adoption of written policies and procedures by the Committee. Any loan by the Plan to a Participant shall be made in compliance with Code §72(p) (including, effective March 27, 2020 and continuing through December 31, 2020, the modifications to Code §72(p) suspending and extending the due date for loan repayments for Coronavirus-Related Qualified Individuals (as defined in Section 4.05(E)) in accordance with Section 2202(b)(2) of the Coronavirus Aid, Relief, and Economic Security Act and related guidance). The Administrative Services Provider, subject to such policies and procedures as are adopted by the Committee, may establish, amend or terminate from time to time, nondiscriminatory administrative procedures for administering loans. Policies and procedures adopted under this Section shall be construed as part of the Plan and may include (1) the procedures for applying for a loan; (2) financial criteria for approving or denying a loan; (3) the limitations, if any, on the types and amounts of loans available; (4) the events constituting default and the steps the Plan shall take to preserve Plan assets; and (5) such other factors as deemed necessary, advisable or prudent by the Committee, provided that such policies and procedures shall not be concerned with the manner in which a Participant intends to utilize the proceeds of a loan.

Section 4.10 Corrective Distribution Rule. For any calendar year in which a Participant may make both Roth Salary Reduction Contributions and Pre-Tax Salary Reduction Contributions and for which a corrective distribution is made to the Participant, the corrective distribution from the Participant's Accounts shall be taken in the reverse order they were received (e.g., return of the most recent Deferral Contributions first). To the extent that a corrective distribution is less than the Salary Reduction Contribution credited during a pay period, the corrective distribution shall be taken pro-rata from a Participant's Pre-Tax Salary Reduction Contributions and Roth Salary Reduction Contributions made during such pay period.

ARTICLE V

ADMINISTRATIVE SERVICES PROVIDER - DUTIES AND OTHER MISCELLANEOUS ITEMS

Section 5.01 Term/Vacancy. The Administrative Services Provider shall serve until his, her or its successor is appointed by the Committee In the event the Board has not appointed a successor Administrative Services Provider, the Committee shall, directly or by way of agreement with a third party, exercise any and all duties of the Administrative Services Provider pending the filling of the vacancy.

Section 5.02 Duties. The Administrative Services Provider shall have the following duties:

(A) To create administrative forms necessary for the proper and efficient administration of the Plan provided the forms are not inconsistent with the terms of the Plan;

(B) To enforce the terms of the Plan and its procedures, including this document and such other documents related to the Plan's operation;

(C) To make, at the direction of the Participant or Beneficiary or pursuant to Section 4.07(D)(4), distributions of an Account;

(D) To review in accordance with the Plan's procedures respecting a claim for (or denial of a claim for) a benefit under the Plan;

(E) To furnish the Employer with information which the Employer may require for tax or other purposes;

(F) To make distributions on account of unforeseeable emergency in accordance with the Plan's procedures;

(G) To accept Deferral Contributions and Rollover Contributions;

(H) To accept Transfers;

(I) To accept Participants' or, in the case of deceased Participants, Beneficiaries' direction of investment;

(J) To comply with any reporting and disclosure rules applicable to the Plan;

(K) To make loans to Participants under such policies and procedures as are adopted by the Committee;

(L) To appoint agents to act for and in performing its third party administrative services to the Plan;

(M) To advise and support the Committee in the promulgation of policies and procedures required or permitted under the Plan;

(N) To perform such duties and responsibilities as are otherwise provided for in the agreement(s) entered into by the Administrative Services Provider with the Plan, the Committee or the Board.

Section 5.03 Individual Accounts/Records. The Administrative Services Provider shall maintain a separate Account in the name of each Participant to reflect the value of the Participant's Deferred Compensation under the Plan.

Section 5.04 Value of Participant's Account. The value of each Participant's Account consists of their accumulated Deferred Compensation, as of the most recent Accounting Date or any later date as the Administrative Services Provider may determine.

Section 5.05 Allocation of Net Income, Gain or Loss. As of each Accounting Date (and each other valuation date determined under Section 5.04), the Administrative Services Provider shall adjust Accounts to reflect net income, gain or loss, if any, since the last Accounting Date or Account valuation. The Administrative Services Provider shall continue to allocate net income, gain and loss to a Participant's Account subject to an installment distribution, until the Account is fully distributed.

Section 5.06 Account Charged. The Administrative Services Provider shall charge all distributions made to a Participant or to their Beneficiary, or transferred under Section 9.03, against the Account of the Participant or their Beneficiary when made.

Section 5.07 Participant Direction of Investment. Subject to the terms and conditions required by the Administrative Services Provider and the Trustee, if any, a Participant (and after their death, the Participant's Beneficiary) shall have the right to direct the investment or re-investment of the assets comprising the Participant's Account. The Participant (or, if applicable, the Beneficiary) may change his investment direction in the procedural manner approved by the Administrative Services Provider. The Administrative Services Provider will account separately for the Participant-directed Accounts.

A Participant may not allocate an amount greater than 25% of their Account to a life insurance option or such other percentage as established by the Committee from time to time based on rules, regulations and guidance under the Code.

Section 5.08 Vesting. Each Participant's Account shall be immediately 100% vested.

Section 5.09 Preservation of Eligible Plan Status. The Board, the Employer or Committee may take any such necessary and appropriate action to preserve the status of the Plan as an Eligible 457 Plan.

Section 5.10 Limited Liability. None of the Plan, the Board, the Employer, the Committee or any other person or entity shall be liable to pay plan benefits to a Participant in excess of the value of the Participant's Account as the Administrative Services Provider determines in accordance with the Plan terms. The Board, the Employer, and the Committee shall not be liable for losses arising from depreciation of any investments acquired under this Plan.

Section 5.11 Lost Participants. If the Administrative Services Provider is unable to locate any Participant or Beneficiary whose Account becomes distributable (a *"lost Participant"),* the Administrative Services Provider shall apply the provisions of this Section.

(A) *Attempt and/or Failure to Locate*. The Administrative Services Provider shall attempt to locate a lost Participant and may use one or more of the following methods specified in Department of Labor Field Assistance Bulletin No. 2014-01 or any successor guidance thereto.

(B) *Nonexclusivity and Uniformity.* The provisions of this Section are intended to provide permissible but not exclusive means for the Administrative Services Provider to administer the Accounts of lost Participants. The Administrative Services Provider may utilize any other reasonable method to locate lost Participants and to administer the Accounts of lost Participants, including such methods as the Internal Revenue Service, Department of Labor, or other regulatory agency may in the future specify. The Administrative Services Provider shall apply this Section in a reasonable manner, but may in determining a specific course of action as to a particular Account, reasonably take into account differing circumstances such as the amount of a lost Participant's Account, the expense in attempting to locate a lost Participant, the Administrative Services Provider's ability to establish and the expense of establishing a rollover IRA, and other factors.

Section 5.12 Plan Correction. The Administrative Services Provider, as directed by the Employer or the Committee, may undertake such correction of Plan errors as the Employer or the Committee deems necessary, including but not limited to correction to maintain the Plan's status as an "eligible deferred compensation plan" under the Code.

ARTICLE VI

PARTICIPANT ADMINISTRATIVE PROVISIONS

Section 6.01 Beneficiary Designation. A Participant from time to time may designate, in writing, any person(s) (including a trust or other entity), contingently or successively, to whom the Administrative Services Provider or Trustee shall pay the Participant's Account (including any life insurance proceeds payable to the Participant's Account) in the event of death. A Participant also may designate the method of payment of his/her Account. The Administrative Services Provider shall prescribe the form for the Participant's written designation of Beneficiary and, upon the Participant's filing the form with the Administrative Services Provider, the form revokes all designations filed prior to that date by the same Participant. Provided the Administrative Services Provider has been provided reasonable notice thereof, a divorce decree, or a decree of legal separation, revokes the Participant's designation, if any, of their spouse as their Beneficiary under the Plan unless: (a) the decree or a QDRO provides otherwise; or (b) the Participant has re-designated their former spouse as Beneficiary following the date of the divorce decree, or other decree of legal separation. The foregoing revocation provision (if applicable) applies only with respect to a Participant whose divorce or legal separation becomes effective on or following the date the Employer executes the Plan.

Section 6.02 No Beneficiary Designation. If a Participant fails to name a Beneficiary in accordance with Section 6.01, or if the Beneficiary named by a Participant predeceases the Participant, then the Administrative Services Provider shall pay the Participant's remaining Account to the Participant's surviving spouse, or, if there is no surviving spouse, then to the Participant's children then living, per capita, or if there shall be no such spouse or children then living, then to the Participant's estate. Under circumstances where no estate is or will be opened for probate (by way of example and not limitation, because the total amount of the Participant's or Beneficiary's estate is below the threshold requiring the opening of an estate under applicable law), the Committee or its delegate (e.g., the Administrative Services Provider) may rely on representations made by a representative of the estate of the Participant or Beneficiary, as applicable, regarding the identity of any person or persons who are entitled to receive assets from the estate of the Participant or Beneficiary, as applicable, and to whom the remaining Plan benefit is to be paid in equal shares. The Committee or its delegate (e.g., the Administrative Services Provider) may require that such representations be in writing and notarized and in the form required by the Administrative Services Provider if not made using the applicable state's form. Neither the Committee nor the Trustee shall be required to investigate or verify the veracity of the representations made by the representative of the estate of the Participant or Beneficiary, as applicable. Any determination made under this Section by the Committee in good faith as to the rights or identity of any Beneficiary shall be conclusive on all persons. The Plan, the Board, the Committee, its members, the Trustee and the Employer shall not be liable to any person on account of any error in such determination. Any payment made in accordance with this paragraph shall fully acquit and discharge the Plan, the Board, the Committee, its members, the Trustee and the Employer from all future liability with respect to the benefit so distributed.

If the Beneficiary survives the Participant, but dies prior to distribution of the Participant's entire Account, the Trustee shall pay the remaining Account to the Beneficiary's estate unless: (1) the Participant's Beneficiary designation provides otherwise; or (2) the Beneficiary has properly designated another Beneficiary. A Beneficiary only may designate a Beneficiary for the Participant's Account balance remaining at the Beneficiary's death, and the Beneficiary's designation otherwise complies with the Plan terms. The Administrative Services Provider shall direct a Trustee as to the method and to whom the Trustee shall make payment under this Section.

Notwithstanding anything to the contrary in the Plan, if the Administrative Services Provider receives notice prior to distribution of a Participant's vested Account Balance that an individual is responsible for the death of such Participant, then no payment of benefits with respect to such Participant will be made under any provision of the Plan to such individual. An individual will be treated as being responsible for the death of a Participant for purposes of the foregoing sentence only if, by virtue of such individual's involvement in the death of the Participant, such individual's entitlement to any interest in assets of the deceased could be denied (whether or not there is in fact any such entitlement) under any applicable state law, including, without limitation, laws governing intestate succession, wills, jointly-owned property, bonds, and life insurance. For purposes of the Plan, any such responsible individual will be deemed to have predeceased the Participant. The Administrative Services Provider shall withhold distribution of benefits otherwise payable under the Plan for such period of time as is necessary or appropriate under the circumstances to make a determination with regard to the application of this section.

Section 6.03 Participation Agreement.

(A) *General.* A Participant is required to elect to make Deferral Contributions on a Participation Agreement the Administrative Services Provider provides for this purpose. The Participation Agreement shall be consistent with the procedures of the Administrative Services Provider. The Participation Agreement may impose such other terms and limitations as are approved by the Employer or the Committee and the Administrative Services Provider.

(B) *Election Timing.* Effective October 19, 2023, Participation Agreement may take effect as soon as operationally feasible following the date the Participant executes the Participation Agreement and as to Compensation paid or made available in such calendar month.

(C) *Paid Time Off and Back Pay.* If the Committee adopts a policy that permits Participants to make Deferral Contributions from accumulated sick pay, from accumulated vacation pay or from back pay, a Participant who shall incur a Termination from Employment may execute a Participation Agreement before such amounts are paid or made available provided: (i) such amounts are paid or made available before the Participant incurs the Severance; and (ii) the Participant is an Employee in that month.

(D) *Modification of Participation Agreement.* A Participation Agreement remains in effect until a Participant modifies it or ceases to be eligible to participate in the Plan. A Participant may modify their Participation Agreement by executing a new Participation Agreement, taking into account the Employer's and Administrative Services Provider's operational constraints. Effective October 19, 2023, any modification shall become effective no earlier than as soon as operationally feasible after the date the Participant executes the new Participation Agreement. Filing a new Participation Agreement shall revoke all Participation Agreements filed prior to that date.

Section 6.04 Personal Data to Administrative Services Provider. Each Participant and each Beneficiary of a deceased Participant shall furnish to the Administrative Services Provider such evidence, data or information as the Administrative Services Provider considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant shall furnish promptly full, true and complete evidence, data and information when requested by the Administrative Services Provider.

Section 6.05 Address for Notification. Each Participant and each Beneficiary of a deceased Participant shall file with the Administrative Services Provider from time to time, in accordance with the procedures established by the Administrative Services Provider, their address and any change of address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at their last address filed with the Administrative Services Provider, binds the Participant, or Beneficiary, for all purposes of this Plan.

Section 6.06 Participant or Beneficiary Incapacitated. If evidence is submitted to the Administrative Services Provider which supports an opinion that a Participant or Beneficiary

entitled to a Plan distribution is not able to care for their affairs because of a mental condition, a physical condition, or by reason of age, the Administrative Services Provider may make the distribution to the Participant's or Beneficiary's guardian, conservator, trustee, custodian (including under a Uniform Transfers or Gifts to Minors Act) or to their attorney-in-fact or to other legal representative upon furnishing evidence of such status satisfactory to the Administrative Services Provider.

ARTICLE VII

MISCELLANEOUS

Section 7.01 No Assignment or Alienation. A Participant or Beneficiary shall have no right to commute, sell, assign, pledge, transfer or otherwise convey or encumber the right to receive any payments under the Plan or Trust and the Administrative Services Provider and the Trustee shall not recognize any such anticipation, assignment, or alienation. The payments and the rights under this Plan are non-assignable and nontransferable. A Participant's or Beneficiary's interest in the Trust is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

Section 7.02 Effect on Other Plans. This Plan does not affect benefits under any other retirement, pension, or benefit plan or system established for the benefit of the Employer's Employees, and participation under this Plan does not affect benefits receivable under any such plan or system, except to the extent provided in such plan or system.

Section 7.03 Word Usage. Whenever used herein, any references to a gender shall be deemed gender neutral and inclusive of all genders or expressions thereof, plural nouns shall include the singular, and singular nouns shall include the plural, except where the context indicates otherwise.

Section 7.04 State Law. The laws of Illinois shall determine all questions arising with respect to the provisions of this Plan, except to the extent Federal law supersedes Illinois law.

Section 7.05 Employment Not Guaranteed. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Participant or Beneficiary any right to continue employment, any legal or equitable right against the Employer, the Board, the Committee, any other Employee of the Employer, or any agents thereof except as expressly provided by the Plan.

Section 7.06 Notice, Designation, Election, Consent and Waiver. All notices under the Plan and all Participant or Beneficiary designations, elections, consents or waivers shall be in writing and made in a form jointly acceptable to the Committee and the Administrative Services Provider. To the extent permitted by the Committee, and applicable Treasury Regulations or other applicable guidance, any Plan notice, election, consent or waiver may be transmitted electronically; Any person entitled to notice under the Plan may waive the notice or shorten the notice period except as otherwise required by the Code.

Section 7.07 Limitations on Transfers and Exchanges. The Committee and the Administrative Services Provider may adopt procedures to govern Participant elections and directions concerning a Participant's, Beneficiary's, or alternate payee's investment specifications and may impose limitations on transfers and exchanges from one investment option with the Plan to another. These

procedures shall be in addition to any established by investment providers to the Plan. The Administrative Services Provider may decline to implement any investment instructions for a Participant, Beneficiary, or alternate payee in order to comply with investment option requirements or adopted policies and procedures.

Section 7.08 Use of Plan Assets that are Not Attributable to an Account. If the Plan receives money that is not attributable to an Account, then the Board or the Committee shall direct the Administrative Services Provider as to the use of these amounts. Examples include, but are not limited to, money received by the Plan as part of a settlement, litigation award or fee reimbursement. The Board or the Committee may direct the use of these amounts to offset Plan expenses or may allocate these amounts to Participants or as it otherwise deems appropriate.

Section 7.09 Jurisdiction and Venue for Action or Proceeding. The Participant, Administrative Services Provider, and Trustee agree that, subject to the Board's sole and absolute election, any action or proceeding in any way, manner or respect arising out of this Plan, or arising from any dispute or controversy arising in connection with or related to this Plan, shall be litigated only in the courts having situs within the City of Chicago, the County of Cook, the State of Illinois, that they consent and submit to the exclusive jurisdiction of any local, state or federal court located within such City, County and State, and that they waive any right they may have to transfer or change the forum or venue.

ARTICLE VIII

DEFERRED COMPENSATION COMMITTEE

Section 8.01 Membership of Committee. A committee of at least seven (7) members, shall be known as the "Deferred Compensation Committee" (hereafter the *"Committee"*). The following individuals shall serve on the Committee: County Chief Financial Officer or designee, Forest Preserve District Chief Financial Officer or designee, and a Representative appointed by the County Treasurer. The remaining members, if any, shall be appointed by the President of the County Board of Commissioners. The Committee shall appoint, select, or elect a Chairperson, a Vice Chairperson, under such policies and procedures as are adopted by the Committee. All members of the Committee shall serve without compensation.

Section 8.02 Duties and Responsibilities of Committee. The Committee shall oversee the Administrative Services Provider and shall be responsible for the day-to-day affairs of the Plan and its administration to seek to ensure that the provisions of the Plan are properly carried out and the Plan assets, maintained for the benefit of Participants and their Beneficiaries, are preserved. The Committee shall have the following duties and responsibilities:

(A) To hold meetings on a regular basis and special meetings as it deems necessary;

(B) To determine and authorize investment option alternatives to be provided under the Plan;

(C) To periodically review, as applicable, the financial status of terminal funding providers under the Plan and the annuity payout reserves held by such providers;

(D) To conduct an annual audit of the accounts of the Plan by a certified public accountant;

(E) To adopt policies and procedures necessary, advisable or prudent for the administration and operation of the Plan, and to interpret, amend and revoke such policies and procedures, *provided* that such policies and procedures are not inconsistent with the provisions of the Plan and applicable law; and

(F) To delegate duties to Administrative Services Provider or professional consultants consistent with the provisions of the Plan and applicable law.

Section 8.03 Powers and Authority. The Committee shall have no authority over public funds, public operation, or public business. In exercising its duties and responsibilities, the Committee shall have the following authority:

(A) To issue from time to time competitive Requests for Proposals and take such other action as necessary or appropriate to negotiate prospective agreements with selected Administrative Services Provider(s) or professional consultants;

(B) To enter into contracts with Administrative Services Providers, professional consultants, including without limitation: actuaries, auditors, attorneys, employee benefits advisors, insurance carriers, investment providers, and any other consultant as deemed necessary, advisable or prudent by the Committee, provided that such contracts require the distribution of funds solely attributable to salary deferral contributions;

(C) Any other authority or powers necessary or incidental to the administration and operation of the Plan.

(D) From time to time, to review, consider and, if deemed advisable by the Committee, recommend to the Board certain discretionary or required amendments to this Plan including without limitation such matters as Plan Roth conversions, Employer discretionary or matching contributions, participation of independent contractors, automatic enrollment, automatic increases in contribution amount, social security replacement, and the like.

(E) Amend the Plan to reflect changes approved by the Board.

Section 8.04 Powers Reserved by the Board. The Board reserves unto itself the following powers:

(A) To appoint additional members of the Committee and to fill non-specified member vacancies as provided herein;

(B) To supervise collections of amounts deferred from the compensation of Participants and to see that such deferred amounts are properly collected and applied in accordance with the Plan.

(C) To amend or revoke any provisions of this Plan; and

(D) To indemnify the Committee members from any claims or penalties resulting from the administration of the Plan.

ARTICLE IX

AMENDMENT, TERMINATION, TRANSFERS AND OTHER POWERS OF THE BOARD

Section 9.01 Amendment by Board. The Board has the right at any time and from time to time:

(A) Amend this Plan and the Trust in any manner it deems necessary or advisable in order to continue the status of this Plan as an Eligible 457 Plan (the Committee shall also be authorized to amend the Plan in this regard); and

(B) Amend this Plan and the Trust in any other manner, including deletion, substitution or modification of the Plan or Trust.

In the case of either (A) or (B), such amendment shall not directly or indirectly operate to give the Employer any interest whatsoever in the assets of the Trust or to deprive any Participant or Beneficiary of his vested interest in the assets of the Trust as then constituted, or cause any part of the income or corpus of the Trust to be used or diverted to purposes other than the exclusive benefit of Participants or their Beneficiaries.

The Board shall make all amendments in writing. The Board may amend the Plan by addenda, by separate amendment, or by restatement of the Plan. Each amendment shall state the date to which it is either retroactively or prospectively effective.

Section 9.02 Termination/Freezing of Plan. The Board may, at any time, terminate this Plan or to cease (freeze) further Deferral Contributions to the Plan. Upon termination or freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Deferral Contributions) remain operative until distribution of all Accounts. Notwithstanding the forgoing, the Committee may amend the Plan at any time to cease (freeze) future Deferral Contributions to the Plan. Upon Plan termination, the Administrative Services Provider shall distribute to Participants and Beneficiaries all assets of the Plan as soon as is reasonably practicable following termination.

Section 9.03 Transfers. The Plan: (a) may accept a Transfer of a Participant's account in another employer's Eligible 457 Plan; or (b) may Transfer a Participant's (or Beneficiary's) Account in this Plan to another employer's Eligible 457 Plan. The other plan involved in the Transfer is required to provide for Transfers. The Participant or Beneficiary, after the Transfer shall have Deferred Compensation in the recipient plan at least equal to the deferred compensation in the transferring plan immediately before the Transfer. Any Transfer also shall comply with applicable Treasury regulations. The Administrative Services Provider shall credit any Transfer accepted under this Section to the Participant's Account and shall treat the transferred amount as a Deferral Contribution for all purposes of this Plan except such Transfer shall not be treated as a Deferral Contribution subject to the limitations of Article III. The Plan's Transfer of any Participant's or Beneficiary's Account under this Section completely discharges the Employer, the Board, the

Committee, the Trustee and the Plan from any liability to the Participant or Beneficiary for any Plan benefits.

Section 9.04 Purchase of Permissive Service Credit. A Participant, prior to otherwise incurring a distributable event under Article IV, may direct the Trustee to transfer all or a portion of their Account to a governmental defined benefit plan (under Code §414(d)) for: (a) the purchase of permissive service credit (under Code §415(n)(3)(A)) under such plan, or (b) the repayment of contributions and earnings previously refunded with respect to a forfeiture of service credited under the plan (or under another governmental plan within the same State) to which Code §415 does not apply by reason of Code §415(k)(3).

ARTICLE X

ABSOLUTE SAFEGUARDS OF THE EMPLOYER AND THE COMMITTEE

Section 10.01 Authorization to Decide Question or Fact. The Committee or its respective formally authorized agents shall be authorized to resolve any questions of fact necessary to decide the Participant's right under this Plan and such decision shall be binding on the Participant and any Beneficiary thereof, *provided, however,* that assets of the Plan shall be held for the exclusive benefit of Participants and Beneficiaries at all times.

Section 10.02 Ambiguities. The Committee or the Board or their respective formally authorized agents shall be authorized to construe the Plan and to resolve any ambiguity in the Plan.

Section 10.03 No Recovery. The Participant may not and specifically agrees that they shall not seek recovery against the Employer, the Board. the Committee, or any employee of the Employer for any loss sustained by the Participant or their Beneficiary, for the non-performance of their duties, negligence, or any other misconduct of the above named persons except that this paragraph shall not excuse fraud or wrongful taking by any person.

Section 10.04 Payment Suspension. The Committee or its respective agents, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend the payment until satisfied as to the correctness of the payment or the identity of the person to receive the payment or allow the filing in any State court of competent jurisdiction, a suit in such form as they consider appropriate for a legal determination of the benefits to be paid and the persons to receive them. The Committee shall comply with the final orders of the court in any such suit and the Participant, for themself and their Beneficiary, consents to be bound thereby insofar as it affects the benefits payable under this Plan or the method or manner of payment.

Section 10.05 Hold Harmless. The Employer, the Board, the Committee, and employees of the Employer are hereby held harmless by the Plan (a) for any loss or expense that may arise from a Participant's investment selection or failure to make an investment selection, (b) for any loss sustained by a Participant or his or her Beneficiary, for the non-performance of their duties, negligence, or any other misconduct of the above named persons except for fraud or wrongful taking by any person and (c) from all causes of action, court costs, and claims for attorneys' fees arising from any action brought by the Participant or any Beneficiary thereof under this Plan or to enforce their rights under this Plan, including any amendments, modification or termination hereof.

Section 10.06 Trust. All assets under the Plan shall be held in a trust, custodial account or annuity contract pursuant to Code §457(g) for the exclusive benefit of Participants and Beneficiaries of this Plan and the assets may not be diverted to any other use.

Section 10.07 No Liability. The Employer, the Board, the Committee, and any employee of the Employer shall not be responsible for any loss or expense that may arise from a Participant's investment selection. The Employer, the Board, the Committee, and any employee of the Employer shall not be liable for any loss or damage arising out of: any action or omission in approving or purchasing an investment contract or other investment; any bankruptcy or insolvency or liquidation or supervision of any investment, investment provider, the Administrative Services Provider or any other Plan provider or any other impairment of the Employer, the Board, the Committee, any employee of the Employer or any investment, investment provider or other Plan provider; the performance of any investments held under the Plan; any mistakes or errors in the execution of the investment directions or instructions; or investing or failing to invest any deferred amounts; except in each case for fraud or wrongful taking by any person.

Section 10.08 Deemed Acceptance of Act or Omission by the Employer or the Committee. If the Board, the Employer or the Committee or an individual or entity with authority delegated by the Board, the Employer or the Committee, acts or fails to act with respect to a Participant or a Participant's account under the Plan and the Participant has direct or indirect knowledge of such act or failure to act, the Participant's failure to notify the Employer or the Committee (or the Employer or the Committee's delegate) within a reasonable period of time that such act or failure to act was incorrect or inconsistent with the Participant's intent or election shall be deemed to be an acceptance and ratification of the Board, the Employer or the Committee (or the Board, the Employer or the Committee's delegate) act or failure to act.

Section 10.09 Plan Expenses. The Board and Employer shall not incur any expense in the operation and administration of the Plan except with respect to incidental and *de minimis* costs associated with its obligations to make deferrals. The reasonable expenses of the Committee for administration of the Plan and all other expenses of the administration of the Plan shall be paid from Participants' Accounts, under such policies and procedures as are adopted by the Committee or as are set forth in an agreement with the relevant Administrative Services Provider.

IN WITNESS WHEREOF, the undersigned has executed this Plan and Trust to become effective the ____ day of _____, 2025.

By:_____

Attest:_____