

UTAH STATE RETIREMENT BOARD

401(k) PLAN DOCUMENT

A DEFINED CONTRIBUTION PLAN

**UTAH RETIREMENT SYSTEMS
DEFINED CONTRIBUTION PLANS**

560 EAST 200 SOUTH, Suite 200
SALT LAKE CITY, UTAH 84102

(801) 366-7720

1-800-688-401k

FAX: (801) 366-7445

www.urs.org

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE 1. INTRODUCTION	1
ARTICLE 2. DEFINITIONS	2
Section 2.01. Account.....	2
Section 2.02. Administrator	2
Section 2.03. Alternate Payee.....	2
Section 2.04. Annual Addition	2
Section 2.05. Beneficiary.....	2
Section 2.06. Board.....	2
Section 2.07. Code	2
Section 2.08. Compensation	2
Section 2.09. Deemed IRA Trust.....	3
Section 2.10. Designated Beneficiary.....	3
Section 2.11. Direct Rollover	3
Section 2.12. Disability.....	3
Section 2.13. Distributee.....	3
Section 2.14. Distribution Calendar Year.....	3
Section 2.15. Elective Deferral	4
Section 2.16. Eligible Persons	4
Section 2.17. Eligible Retirement Plan.....	4
Section 2.18. Eligible Rollover Distribution	4
Section 2.19. Employer.....	5
Section 2.20. Employer Required Contributions.....	5
Section 2.21. Fiduciary	5
Section 2.22. Firefighter Service Employee	5
Section 2.23. Investment Manager	5
Section 2.24. Investment Vehicle	5
Section 2.25. Life Expectancy	5
Section 2.26. Matching Contributions	5
Section 2.27. Non-Vested Account	5
Section 2.28. Participant.....	6
Section 2.29. Participant's Vested Account Balance (for minimum distribution requirements only).....	6
Section 2.30. Plan	6
Section 2.31. Plan Year	6
Section 2.32. Public Safety Service Employee.....	6
Section 2.33. Regular Full-Time Employee	6
Section 2.34. Required Beginning Date	7
Section 2.35. Retiree.....	7
Section 2.36. Retirement.....	7

401(k) Restatement Effective December 18, 2014

Section 2.37.	Roth IRA.....	7
Section 2.38.	Secretary of the Treasury.....	7
Section 2.39.	Service Agreement.....	7
Section 2.40.	Tier 2 Eligible Person.....	7
Section 2.41.	Termination or Terminated.....	7
Section 2.42.	Traditional IRA.....	8
Section 2.43.	Trust Fund.....	8
Section 2.44.	Trustees.....	8
Section 2.45.	Utah Retirement Systems.....	8
Section 2.46.	Vesting or Vested.....	8
Section 2.47.	Vested Account.....	8
Section 2.48.	Years of Service.....	8
ARTICLE 3.	ADMINISTRATION.....	9
Section 3.01.	Board Represents Employers.....	9
Section 3.02.	Authority of the Board.....	9
Section 3.03.	Establishment of the Trust.....	9
ARTICLE 4.	PARTICIPATION IN THE PLAN.....	9
Section 4.01.	Eligibility.....	9
Section 4.02.	Participation for State of Utah Employees.....	9
Section 4.03.	Enrollment in the Plan.....	9
Section 4.04.	Automatic Enrollment and Default Investments.....	10
ARTICLE 5.	CONTRIBUTION AND ALLOCATION.....	11
Section 5.01.	Eligible Persons' Elective Deferral Elections.....	11
Section 5.02.	Eligible Person's Deferrals of Certain Other Amounts.....	12
Section 5.03.	Deferrals While on Leave of Absence.....	12
Section 5.04.	Deferrals While on Disability.....	12
Section 5.05.	Protection of Persons Who Serve in a Uniformed Service.....	12
Section 5.06.	Amount and Vesting of Employer's Contribution.....	13
Section 5.07.	Employer Matching Contributions.....	14
Section 5.08.	Employer Required Contributions during Disability.....	14
Section 5.09.	Limitations on Elective Deferral Amounts and Adjustment of Excess Elective Deferrals.....	15
Section 5.10.	Catch-up Contributions.....	15
Section 5.11.	Overall Limitation On Contributions.....	15
Section 5.12.	Excessive Elective Deferrals.....	17
Section 5.13.	Contributions Made Promptly.....	17
Section 5.14.	Mistaken Contributions.....	17
ARTICLE 6.	INVESTMENT VEHICLES, ALLOCATIONS, AND VALUATION.....	17
Section 6.01.	Investment Vehicles.....	17

Section 6.02.	Administrative Costs	18
Section 6.03.	Valuation Date	18
ARTICLE 7.	DETERMINATION AND DISTRIBUTION OF BENEFITS	18
Section 7.01.	Benefits	18
Section 7.02.	Benefits Upon Death.....	18
Section 7.03.	Hardship.....	19
Section 7.04.	Tier 2 Eligible Person Restriction.....	21
Section 7.05.	Qualified Reservist Distribution	21
Section 7.06.	Distribution for Minor Beneficiary.....	22
Section 7.07.	Distribution for Incompetents.....	22
Section 7.08.	Distribution for Beneficiary.....	22
Section 7.09.	Involuntary Distributions.....	22
Section 7.10.	Procedure When Distributee Cannot Be Located	22
Section 7.11.	Distributions For Health And Long-Term Care Insurance for Retired Public Safety Officers and Firefighters	23
Section 7.12.	Distributions of Employer Required Contributions.....	23
ARTICLE 8.	MINIMUM DISTRIBUTION REQUIREMENTS	23
Section 8.01.	General Rules.....	23
Section 8.02.	Time and Manner of Distribution	24
Section 8.03.	Required Minimum Distributions During Participant's Lifetime	25
Section 8.04.	Required Minimum Distributions After Participant's Death	25
ARTICLE 9.	TRANSFERS/ROLLOVERS/SERVICE PURCHASES	27
Section 9.01.	Plan to Plan Transfers and Direct Rollovers From the Plan.....	27
Section 9.02.	Permissive Service Credit Transfer From Plan	28
Section 9.03.	Transfers or Rollovers to the Plan from Eligible Retirement Plans	28
ARTICLE 10.	LOANS TO PARTICIPANTS	29
Section 10.01.	Amount of Loan.....	29
Section 10.02.	Terms of Loan.....	30
Section 10.03.	Security for Loan	30
Section 10.04.	Default	30
Section 10.05.	Repayment	31
Section 10.06.	Tier 2 Eligible Person Restriction.....	31
ARTICLE 11.	TRUSTEE AND INVESTMENT MANAGER	31
Section 11.01.	Basic Responsibilities of the Trustee.....	31
Section 11.02.	Basic Responsibilities of Investment Managers	32
Section 11.03.	Investment Powers and Duties of the Trustee	32
Section 11.04.	Duties of the Trustee Regarding Payments	32
Section 11.05.	Compensation, Expenses and Taxes.....	33

Section 11.06.	Reporting	33
Section 11.07.	Auditing	33
ARTICLE 12.	AMENDMENT, TERMINATION AND MERGERS	33
Section 12.01.	Amendment of Plan	33
Section 12.02.	Termination of Plan	33
Section 12.03.	Merger or Consolidation.....	33
ARTICLE 13.	DEEMED IRA.....	34
Section 13.01.	Adoption and Effective Date of Article 13.....	34
Section 13.02.	Supersession of Inconsistent Provisions	34
Section 13.03.	Deemed IRAs.....	34
Section 13.04.	Voluntary Employee Contributions.....	34
Section 13.05.	Deemed IRA Requirements	34
Section 13.06.	Reporting Duties	35
Section 13.07.	Nonforfeitable.....	35
Section 13.08.	SIMPLE IRA Limits.....	35
Section 13.09.	Collectibles	35
Section 13.10.	Life Insurance	35
Section 13.11.	Distributions for Charitable Purposes.....	35
Section 13.12.	Traditional IRA Requirements	35
Section 13.13.	Roth IRA Requirements	38
ARTICLE 14.	MISCELLANEOUS	42
Section 14.01.	Alienation	42
Section 14.02.	Domestic Relations Orders	43
Section 14.03.	IRS Levy	43
Section 14.04.	Federal Restitution Orders and Garnishments.....	43
Section 14.05.	Legal Action	44
Section 14.06.	Prohibition Against Diversion of Funds	44
Section 14.07.	Receipt and Release for Payments.....	44
Section 14.08.	Employer and Trustee's Protective Clause	44
Section 14.09.	Headings	44
Section 14.10.	Uniformity	44
Section 14.11.	Construction of Agreement.....	44
Section 14.12.	Gender and Number.....	44
Section 14.13.	Form of Notices and Elections	44
Section 14.14.	Vesting upon Plan Termination or Complete Discontinuance of Contributions	45

**UTAH STATE RETIREMENT BOARD
401(k) PLAN**

ARTICLE 1.

INTRODUCTION

The Utah State Retirement Board has previously established a Defined Contribution Plan, the purpose of which is to attract and retain certain employees, elected officials and other parties related to the State of Utah and participating political subdivisions thereof, by permitting them to enter into agreements with the Board which will provide for payments on retirement, disability, termination, or death.

The Plan is a defined contribution individual account plan intended to qualify under Code Sections 401(a) and 414(d). The Plan is a plan where contributions are made without regard to profits under Code Section 401(a)(27). The Plan is a grandfathered 401(k) plan under Section 1116(f)(2)(B)(i) of the Tax Reform Act of 1986.

Nothing contained in this Plan shall be deemed to constitute an employment contract or agreement between the Participant and the Employer, nor shall it be deemed to give a Participant any right to be retained in the employ of or under contract to the Employer. Nothing herein shall be construed to modify the terms of any employment contract or agreement between a Participant and the Employer; rather, the Plan is intended to be a supplement thereto.

This is an amendment and restatement of the Plan, generally effective December 18, 2014, except as otherwise provided herein. The restatement is for the purpose of complying with the Worker, Retiree, and Employer Recovery Act of 2008, Heroes Earnings Assistance and Relief Tax Act of 2008, final regulations issued under Internal Revenue Code Section 415. The Plan is established and governed by Title 49, Chapter 11, of the Utah Code Annotated 1953, as amended ("UCA"). This amendment and restatement of the Plan also incorporates the Utah Tier 2 defined contribution program (consisting of the New Public Employees' Tier 2 Defined Contribution Plan and Trust created by Title 49, Chapter 22 and the New Public Safety and Firefighter Tier 2 Defined Contribution Plan and Trust created by Title 49, Chapter 23) enacted under Senate Bills 43 (2010), 63(2010), 127(2011) and 308 (2011).

The Board has entered into related trust agreements to hold the assets of the Plan and the Deemed IRAs in a group trust that meets the requirements of Revenue Ruling 81-100, 1981-1 C.B. 326, as amended by Revenue Rulings 2004-67, 2004-2 C.B. 28, and by 2011-1, 2011-2 IRB 251. The group trust shall be operated or maintained exclusively for the commingling and collective investment of funds from other trusts that it holds. Notwithstanding any contrary provision in the group trust, the Trustee shall be permitted, unless restricted in writing by the Fiduciary, to hold in this group trust funds that consist exclusively of trust assets held under plans qualified under Code Section 401(a), individual retirement accounts that are exempt under Code Section 408(e), and eligible governmental plans that meet the requirements of Code Section 457(b). For this purpose, a trust includes a custodial account that is treated as a trust under Code Section 401(f) or under Code Section 457(g)(3).

ARTICLE 2.

DEFINITIONS

Section 2.01. Account. The account maintained with respect to each Participant which includes the Vested and Non-Vested Account and any sub-accounts established by the Administrator, which include Tier 2 (referred to in UCA as Tier II) accounts. If a Participant dies, a separate Account shall be established and maintained for each Beneficiary. If the Beneficiary is an irrevocable trust, one separate Account may be established for the trust regardless of the number of beneficiaries of the trust, at the Administrator's discretion, or the Administrator may establish separate Accounts for each beneficiary of the trust. The Account includes rollover contributions and plan-to-plan transfers made into this Plan for a Participant from another Eligible Retirement Plan. A separate Account shall be established and maintained for an Alternate Payee. In addition, a separate Account shall be established and maintained for each Traditional IRA and Roth IRA established pursuant to Article 13 and a separate Account shall be established and maintained for qualified rollover contributions transferred to this Plan from a Roth IRA.

Section 2.02. Administrator. The Executive Director of the Utah Retirement Systems, or a designee.

Section 2.03. Alternate Payee. A spouse, former spouse, child, or other dependent who is recognized under a domestic relations order as having a right to benefits (as defined in Code Section 414(p)(8)).

Section 2.04. Annual Addition. The annual addition used for the test under Code Section 415, which limits the total aggregate amount of Annual Additions that may be made on behalf of an Eligible Person for the Plan Year. For this purpose, Annual Addition means annual addition as defined in Code Section 415(c). In general, Code Section 415(c) defines annual addition as the sum of the Employer contributions, employee contributions, and forfeitures credited to a Participant's Account for the limitation year under this Plan and any other qualified defined contribution plan maintained by the Employer.

Section 2.05. Beneficiary. An individual, the Participant's estate, a trust, or any other person whose interest in the Plan or a Deemed IRA is derived from the Participant and is designated as the Beneficiary either by the terms of the Plan, or by an affirmative election of the Participant as of the date of his or her death. Nothing herein shall prevent the Participant from designating primary and contingent beneficiaries. Elections made by a Participant in a participant agreement shall be binding on any such Beneficiary or Beneficiaries when such elections are applicable.

Section 2.06. Board. The Utah State Retirement Board.

Section 2.07. Code. The Internal Revenue Code of 1986, as amended.

Section 2.08. Compensation. All cash compensation for services paid by the Employer to the Eligible Person during the Plan Year, including salaries, wages, and fees,

401(k) Restatement Effective December 18, 2014

commissions, bonuses and overtime, that is includible in the Eligible Person's gross income for the calendar year. Compensation shall not include any Employer contributions made under Article 5. Compensation shall include amounts that would be cash compensation for services to the Employer includible in the Eligible Person's gross income for the calendar year but for a compensation reduction election under Code Section 125, 132(f)(4), 401(k), 403(b), or 457(b). In addition, payments for accrued bona fide sick, vacation, or other leave paid within 2½ months following Termination are Compensation or, if later, the end of the calendar year that includes the Participant's Termination. However, Compensation shall not exceed the amount allowed according to Code Section 401(a)(17), which is \$200,000 (as increased pursuant to Code Section 401(a)(17)(B)).

Section 2.09. Deemed IRA Trust. The custodial account established and maintained pursuant to Section 13.05 to hold the deemed IRA assets of the Plan.

Section 2.10. Designated Beneficiary. The individual who is designated as a Beneficiary under Section 2.05 of the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Code Section 1.401(a)(9)-4, Q&A-1, of the Treasury regulations. An estate or revocable trust is not considered to be a Designated Beneficiary for purposes of Code Section 401(a)(9).

Section 2.11. Direct Rollover. A Direct Rollover is a payment by the Plan, as directed by the Distributee, to an Eligible Retirement Plan as defined in Code Section 402(c) and Section 2.17 of the Plan.

Section 2.12. Disability. For purposes of the Plan, to be considered disabled, a Participant must be approved for and eligible to receive disability benefits either through the Participant's long-term disability insurance carrier or Social Security. The Board, in its sole discretion, shall make all determinations of Disability. A Participant shall not be considered to have a Disability until he has shown to the Board's satisfaction that he has a condition that satisfies the requirements of a Disability.

Section 2.13. Distributee. A "Distributee" includes a Participant, former Participant, or the nonspouse designated beneficiary (as defined Code Section 401(a)(9)(E)) of a deceased Participant. In addition, the Participant's or former Participant's surviving spouse and the Participant's or former Participant's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), are Distributees with regard to the interest of the spouse or former spouse.

Section 2.14. Distribution Calendar Year. A calendar year for which a minimum distribution is required pursuant to Code Section 401(a)(9). 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 distributions are required to begin under Section 8.02. The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution

401(k) Restatement Effective December 18, 2014

Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

Section 2.15. Elective Deferral. Contributions, if so authorized by the Employer, made to the Plan at the election of an Eligible Person.

Section 2.16. Eligible Persons. All officers, elected officials and employees of an Employer or any agency thereof who perform services for an Employer and whose participation in this Plan is established by statute or is authorized by their Employer under Article 4 and by the Board; and, beginning July 1, 2011, includes all Tier 2 Eligible Persons.

Section 2.17. Eligible Retirement Plan. An Eligible Retirement Plan is an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), a traditional deemed individual retirement account or individual retirement annuity described in Code Section 408(q) (“deemed traditional IRA”), a Roth IRA described in Code Section 408A, an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b), or an eligible deferred compensation plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state, that accepts Eligible Rollover Distributions.

Section 2.18. Eligible Rollover Distribution. An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of a Distributee; except that an Eligible Rollover Distribution does not include:

(a) any installment payment that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's Designated Beneficiary, or for a specified period of ten years or more;

(b) any distribution to the extent such distribution is a required minimum distribution under Code Section 401(a)(9) and Article 8 of the Plan; and

(c) any hardship distribution pursuant to Section 7.03 of the Plan.

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such after-tax portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b) (including a deemed traditional IRA) or a Roth IRA within the meaning of Code Section 408A, or in a direct trustee-to-trustee rollover to a qualified trust under Code Section 401(a) or 403(a) that is part of a defined contribution or defined benefit plan, or to an annuity contract described in Code Section 403(b), and such trust or annuity contract separately accounts for amounts so transferred, including separate accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not includible.

Section 2.19. Employer. The State of Utah, or any political subdivision thereof or any agency thereof acting as an employer of the Eligible Person or any entity participating in a retirement system or plan administered by the Utah State Retirement Board.

Section 2.20. Employer Required Contributions. A contribution made by the Employer, in accordance with the requirements and limits in Title 49 of the Utah State Code and in accordance with Section 5.06(c).

Section 2.21. Fiduciary. Any person who (a) exercises any discretionary authority or discretionary control respecting management of the Plan or exercises any authority or control respecting management or disposition of assets; (b) renders investment advice for a fee or other compensation, direct or indirect, with respect to any monies or other property of the Plan or has any authority or responsibility to do so; (c) has discretionary authority in administration of the Plan; including, but not limited to, the Trustees and Investment Managers.

Section 2.22. Firefighter Service Employee. A Tier 2 Eligible Person whose employment normally requires an average of 2,080 hours of regularly scheduled employment per year and who is trained in firefighter techniques and assigned to a position of hazardous duty with a regularly constituted fire department of an Employer. The term Firefighter Service Employee does not include secretarial staff or other similar employees.

Section 2.23. Investment Manager. Any Fiduciary, other than the Trustee, who

- (a) has the power to manage, acquire, or dispose of any asset of the Plan;
- (b)
 - (1) is registered as an investment adviser under the Investment Advisers Act of 1940;
 - (2) is a bank or savings and loan authorized to do business in the State of Utah; or
 - (3) is an insurance company qualified to perform services (as described in subparagraph (a) of this Section 2.21) under State law.
- (c) has acknowledged in writing that he is a Fiduciary with respect to the Plan.

Section 2.24. Investment Vehicle. Any investment medium offered by a provider which is approved by the Board to receive and invest funds under the Plan.

Section 2.25. Life Expectancy. Life Expectancy as computed by use of the Life Expectancy tables in Treas. Reg. Section 1.401(a)(9)-9 as amended.

Section 2.26. Matching Contributions. A contribution made by an Employer, in accordance with a formula adopted by the Employer, that matches or corresponds to an Eligible Person's Elective Deferral.

Section 2.27. Non-Vested Account. The account maintained with respect to each Tier 2 Eligible Person that becomes a Participant, which reflects the value of Employer Required

401(k) Restatement Effective December 18, 2014

Contributions credited to such Participant, including the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant prior to time the amounts become Vested.

Section 2.28. Participant. An individual who is currently deferring Compensation, or who has previously deferred Compensation under the Plan by salary reduction or who has received nonelective Employer contributions and who has not received a distribution of his entire benefit under the Plan, and who fulfills the eligibility and enrollment requirements of Article 4.

Section 2.29. Participant's Vested Account Balance (for minimum distribution requirements only). The Participant's Vested 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 Participant's Vested 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 Participant's Vested Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

Section 2.30. Plan. The Plan is the Defined Contribution Plan established by this instrument, as stated herein and as it may be amended from time to time, and, for Employers, the Service Agreement adopted by an Employer.

Section 2.31. Plan Year. The Plan's accounting year of twelve (12) months commencing on January 1 of each calendar year and ending December 31 of that year.

Section 2.32. Public Safety Service Employee. An employee whose employment normally requires an average of 2,080 hours of regularly scheduled employment per year and who is a law enforcement officer in accordance with Utah State Code 53-13-103, a correctional officer in accordance with Utah State Code 53-13-104, or a special function officer approved in accordance with Utah State Code 49-15-201 and 53-13-105 and who's life or personal safety is at risk in the course of employment with the Employer.

Section 2.33. Regular Full-Time Employee. An employee whose term of employment for an Employer contemplates continued employment during a fiscal or calendar year and whose employment normally requires an average of 20 hours or more per week, except as modified by the Board, and who receives benefits normally provided by the Employer. Regular Full-Time Employee also includes:

- (a) a teacher whose term of employment for an Employer contemplates continued employment during a school year and who teaches half-time or more;
- (b) a classified school employee whose employment normally requires an average of 20 hours per week or more for the Employer regardless of benefits provided;
- (c) an appointive officer whose appointed position is full-time as certified by the Employer;

(d) the governor, lieutenant governor, the state auditor, the state treasurer, the attorney general, and a state legislator;

(e) an elected official not included under Section 2.33(d) whose elected position is full-time as certified by the Employer;

(f) a faculty member or employee of an institution of higher education who is considered full-time by the institution of higher education; and

(g) an individual who otherwise meets the definition of Section 2.29(a), (b), (c), (d), or (e) who performs services for an Employer through a professional employer organization or similar arrangement.

A Regular Full-Time Employee does not include a Public Safety Service Employee or a Firefighter Service Employee.

Section 2.34. Required Beginning Date. The Required Beginning Date (for minimum distribution requirements) is April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-½ or the calendar year in which the Participant Retires or Terminates from employment with the Employer.

Section 2.35. Retiree. A Participant who has qualified for Retirement and has Terminated.

Section 2.36. Retirement. The point in time at which a Participant is considered retired under the provisions of Utah Retirement Systems.

Section 2.37. Roth IRA. A deemed Roth IRA established according to Article 13.

Section 2.38. Secretary of the Treasury. The United States Secretary of the Treasury.

Section 2.39. Service Agreement. The most recent Service Agreement for the Plan, including any Appendices to the Service Agreement, adopted by an Employer.

Section 2.40. Tier 2 Eligible Person. A Regular Full-Time Employee, a Firefighter Service Employee, or a Public Safety Service Employee who is initially entering employment with the Employer on or after July 1, 2011 and who participates in this Plan as provided in Utah State Code 49-22-201 or 49-23-201 and any elected official initially entering office on or after July 1, 2011.

Section 2.41. Termination or Terminated. Termination or Terminated means the date that the Eligible Person dies, retires, or otherwise has a severance from employment with the Employer, as determined by the Administrator (and taking into account guidance issued under the Code). Termination shall not include a change of employment in which the Eligible Person's new employer maintains the Plan or accepts a transfer of Plan assets and liabilities (within the meaning of Code Section 414(I)) with respect to such Eligible Person.

Section 2.42. Traditional IRA. A deemed traditional IRA established according to Article 13.

Section 2.43. Trust Fund. The assets of the Plan, except those assets held by the Deemed IRA Trust, as established according to Code Sections 501(a) and 115.

Section 2.44. Trustees. The Administrator and Utah State Retirement Board are the Trustees of the Trust Fund.

Section 2.45. Utah Retirement Systems. Utah Public Employees' Retirement System, Utah Public Employees' Noncontributory Retirement System, Utah Public Safety Retirement System, Utah Public Safety Noncontributory Retirement System, Utah Firefighters' Retirement System, Utah Judges' Retirement System, Utah Governor's and Legislative Retirement Plan, and any other retirement system administered by the Board, or as described in Title 49 of the Utah Code.

Section 2.46. Vesting or Vested. Refers to the interest of the Participant or his Beneficiary in the Participant Vested Account, which is unconditional, legally enforceable, and nonforfeitable.

Section 2.47. Vested Account. The account maintained with respect to each Participant or Alternate Payee, which reflects the value of the deferred Compensation, Vested Employer contributions, and Matching Contributions credited to the Participant, including the Participant's Elective Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant or Alternate Payee, any transfers for the Participant's benefit, and any distribution made to the Participant, the Participant's Beneficiary, or Alternate Payee. The Account includes rollover contributions and plan-to-plan transfers made into this Plan for a Participant or Alternate Payee from another Eligible Retirement Plan.

Section 2.48. Years of Service. Means a period:

(a) consisting of 12-full-months as determined by the Board; or, for a Participant employed by an educational institution, the regular school year consisting of not less than eight months of full-time service; or

(b) determined by the Board, whether consecutive or not, during which a Regular Full-Time Eligible Person, Firefighter Service Employee, or Public Safety Service Employee performed services for the Employer, including any time the Regular Full-Time Eligible Person, Firefighter Service Employee, or Public Safety Service Employee was absent on a paid leave of absence granted by the Employer or was absent in qualified military service as provided under Section 5.05.

ARTICLE 3.

ADMINISTRATION

Section 3.01. Board Represents Employers. This Plan shall be administered by the Board. The Board shall represent the Employers in all matters concerning the administration of the Plan, consistent with its applicable fiduciary duties under law.

Section 3.02. Authority of the Board. The Board shall have full power and authority to adopt rules and regulations for administration of the Plan, provided they are not inconsistent with the provisions of the Plan, and to interpret, alter, amend, or revoke any rules and regulations so adopted. The Board shall have the authority to appoint such administrative agents, agencies, or committees as it deems advisable or desirable, to carry out the terms and conditions of the Plan.

Section 3.03. Establishment of the Trust. The assets of the Plan, excluding all deemed IRA assets but including all Elective Deferrals and Employer contributions, property, rights purchased with Plan assets, and all income attributable to such assets, are held in trust by the Board for the exclusive benefit of Participants and their Beneficiaries. The Trust Fund is intended to be exempt from taxation under Code Sections 501(a) and 115.

ARTICLE 4.

PARTICIPATION IN THE PLAN

Section 4.01. Eligibility. In accordance with state law, Utah Retirement Systems considers all Employers who participate in a defined benefit plan administered by Utah Retirement Systems to be an Employer for purposes of this Plan. In addition, any elected official initially entering office on or after July 1, 2011 may not elect to begin participation in another defined benefit plan administered by Utah Retirement Systems but will be required to participate in this Plan. An Employer may establish eligibility standards for its employees in its Service Agreement, however, such standards may not conflict with applicable statutes, or the specific provisions of this Article, as applicable. The Board may prescribe appropriate Service Agreements and forms for Employer use. Unless otherwise specified in a Service Agreement, any Eligible Person who performs service for an Employer may execute a voluntary agreement to participate in the Plan. The Service Agreement may also prescribe limits on the applicability of certain sections of the Plan, e.g., it may make loan provisions inapplicable.

Section 4.02. Participation for State of Utah Employees. All employees of the State of Utah and its agencies are Eligible Persons.

Section 4.03. Enrollment in the Plan. Subject to Section 4.04, Eligible Persons may enroll at any time during the Plan Year or may be enrolled as permitted by the Board, or at the option of the Employer if more restrictive. This election shall be made on the deferral agreement provided by the Administrator under which the Eligible Person agrees to be bound by all the terms and conditions of the Plan. The enrollment shall also include designation of investment

funds and a designation of Beneficiary. Any such enrollment shall remain in effect until a new election is filed.

(a) The Board may set a minimum annual Elective Deferral amount, which shall be set out in Appendix A of the Plan, and may change such minimums from time to time.

(b) Compensation may be deferred and credited to the Participant's Vested Account for any calendar month only if an agreement providing for such deferral has been entered into before the deferral.

(c) Compensation that is attributable to payments for accrued bona fide sick, vacation, or other leave paid within 2 ½ months following Termination or, if later, the end of the calendar year that includes the Participant's Termination may be deferred and credited to the Participant's Vested Account if an agreement providing for such deferral has been entered into before the Termination.

(d) An Eligible Person may at any time revoke his deferral election by notifying the Plan Administrator prior to the effective date of the revocation; however, the Vested Account is available for distribution only as provided in the Plan. Subject to other provisions of the Plan or the Employer's requirements, if more restrictive, a Participant may at any time revise his or her participation election, including a change of the amount of his or her Elective Deferrals, his or her investment direction and his or her Designated Beneficiary. Unless the election specifies or the Employer's requirements mandate a later effective date, a change in the amount of the Elective Deferrals shall take effect as soon as administratively practicable after it is received by the Administrator. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Eligible Persons. A change in the Beneficiary designation shall take effect when the election is received and accepted by the Administrator, and it must be received before the Participant's death.

(e) Each Eligible Person enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the Plan.

(f) Each Eligible Person initially entering this Plan on or after July 1, 2011 shall make the election specified in Utah State Code 49-22-201 and 49-23-201.

Section 4.04. Automatic Enrollment and Default Investments. If the Board adopts automatic enrollment, an Employer shall specify whether it will offer the automatic deferral option on its Service Agreement. If an Employer is subject to the automatic deferral option, all Eligible Persons of that Employer shall be treated as enrolled in the Plan, subject to the following:

(a) Unless an Eligible Person makes a deferral election in the manner set forth in Section 4.03, the Eligible Person shall be treated as having elected to have his Employer make an Elective Deferral on his behalf in a uniform percentage of the Eligible Person's Compensation until the Eligible Person specifically elects not to have this automatic Elective Deferral made (or elects a different Elective Deferral amount).

(b) The Board may set the automatic Elective Deferral percentages, which shall be set out in Appendix A of the Plan, and may change such automatic Elective Deferral percentages from time to time. The Board may also set progressive Elective Deferral percentages, which shall also be set out in Appendix A of the Plan, and may change the progression from time to time.

(c) If an Eligible Person is automatically enrolled in the Plan and/or has not made an investment election prior to Elective Deferral amounts being allocated to his Vested Account, such amounts shall be invested in a default Investment Vehicle established by the Board (as set out in Appendix A), which shall comply with Code section 414(w) and the rules established for qualified default investment alternatives by the United States Department of Labor.

(d) Pursuant to Code section 414(w), the Plan will allow a Participant who has been automatically enrolled in the Plan to opt out of the automatic Elective Deferral arrangement and elect to make an in-service withdrawal of the Elective Deferral amounts credited to his Account. Such an election must be made no later than 90 days after the date of the Participant's first Elective Deferral contribution. The amount of such a withdrawal shall not be subject to the early distribution tax imposed by Code section 72(t).

(e) The Administrator or its designee shall, within a reasonable time before the beginning of each Plan Year, provide to each Eligible Person whose Employer is subject to the automatic Elective Deferral option, notice of the Eligible Person's rights and obligations under the option, including (i) the Eligible Person's right to elect not to have Elective Deferrals made on his behalf (or to elect to have such Elective Deferrals made at a different percentage), and (ii) how Elective Deferrals made under the automatic option shall be invested in the absence of an investment election by the Eligible Person.

ARTICLE 5.

CONTRIBUTION AND ALLOCATION

Section 5.01. Eligible Persons' Elective Deferral Elections

(a) An Eligible Person may elect to reduce his Compensation in the manner set out in Section 4.03 and have that amount contributed to the Plan on his behalf, subject to this Article. These amounts of Elective Deferrals shall be held in the Trust Fund and allocated into the Eligible Person's Vested Account.

(b) The balance in each Participant's Vested Account attributable to Elective Deferrals shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(c) All amounts allocated to a Participant's Vested Account shall be invested according to the Participant's election in an Investment Vehicle approved by the Board in accordance with the provisions of the Plan. The Board or the Administrator may choose to offer Participants investment advice in a manner consistent with the rules provided by Section 601 of the Pension Protection Act of 2006 and its interpretive guidance. If the Participant has not made

an investment election prior to amounts being allocated to his Vested Account, such amounts shall be invested in a default Investment Vehicle established by the Board.

Section 5.02. Eligible Person's Deferrals of Certain Other Amounts. An Eligible Person may also elect to defer any amount payable under any bona fide sick, vacation or other leave paid within 2½ months following his Termination.

Section 5.03. Deferrals While on Leave of Absence. Unless an election is otherwise revised, if a Participant is absent from work by leave of absence, Elective Deferrals under the Plan shall continue to the extent that Compensation continues.

Section 5.04. Deferrals While on Disability. A disabled Participant who has not had a Termination may elect to make Elective Deferrals during any portion of the period of his or her disability to the extent that he or she has actual Compensation (not imputed Compensation and not disability benefits) from which to make contributions to the Plan.

Section 5.05. Protection of Persons Who Serve in a Uniformed Service. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and, effective January 1, 2007, Code Section 401(a)(37), as amended from time to time.

For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

An Eligible Person whose employment is interrupted by qualified military service shall be entitled to receive any Employer contributions that he failed to receive as a result of his military service, provided he returns to employment with the same "agency" as defined in Title 49 of the Utah State Code upon receiving an honorable discharge from military service and there is no intervening employment outside of the employment with the agency. Such Eligible Person may also elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Eligible Person could have elected during that period if the Eligible Person's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Eligible Person during the period of the interruption or leave. If the Eligible Person makes such additional Elective Deferrals, the Employer shall also make any Matching Contributions on behalf of the Eligible Person on account of the additional Elective Deferrals in the amount required, if any, under Section 5.07, provided he returns to

401(k) Restatement Effective December 18, 2014

employment with the same "agency" as defined in Title 49 of the Utah State Code upon receiving an honorable discharge from military service and there is no intervening employment outside of the employment with the agency. This right to receive Employer contributions and make Elective Deferrals applies during the period of military service and for either (i) five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave), or (ii) the period as otherwise allowed by federal law.

A Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant who is eligible to make Elective Deferrals and the differential wage payment shall be treated as Compensation under Section 2.08 and compensation under Section 5.11(a). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner. However, a Participant receiving differential pay from the Employer, during any period of qualified military service, shall be treated as having a severance from employment for purposes of electing to take a distribution under Section 7.04. A Participant who elects a distribution from their Elective Deferral Vested Account may not make an Elective Deferral with respect to differential wage payments during the 6-month period beginning on the date of the distribution.

Section 5.06. Amount and Vesting of Employer's Contribution

(a) An Employer shall determine the amount of any contribution made on its behalf under the Plan, but shall be subject to any requirements and limits as described in Title 49 of the Utah State Code and Section 5.11 of this Article.

(b) The Employer shall pay to the Trust Fund its contributions described in Section 5.06(a) for each Plan Year within the period specified in Title 49 of the Utah State Code 11-601.

(c) The following provisions apply to a Tier 2 Eligible Person:

(1) The employer shall make a nonelective contribution on behalf of each Tier 2 Eligible Person equal to the amount calculated pursuant to Utah State Code 49-22-303, 49-23-302, 49-22-401, or 49-23-401, as applicable.

(2) All amounts of Employer Required Contributions credited to a Tier 2 Eligible Person shall be credited to the Participant's Non-Vested Account under this Section 5.06(c) and shall be fully Vested upon completion of 4 Years of Service.

(3) If a Termination occurs prior to completing 4 Years of Service and the Tier 2 Eligible Person does not return to work within 10 years of Termination, all contributions, including gains and losses, made on behalf the Participant shall be forfeited and moved to the forfeiture account as soon as administratively feasible. The Administrator shall establish a forfeiture account and shall specify the uses of the forfeiture account, which may include an offset against administrative cost or contributions made under this Section. If a former Tier 2 Eligible Participant returns to employment with the Employer within 10 years of their date of Termination, all

contributions, including associated investment gains and losses, will be reinstated to the Participant.

(4) All amounts allocated to the Non-Vested Account of a Tier 2 Eligible Person under this Section 5.06(c) shall be invested by the Board until the Non-Vested Account is fully Vested. After a Tier 2 Eligible Person becomes fully Vested, such Participant may elect to invest in an Investment Vehicle approved by the Board in accordance with the provisions of the Plan. If the Participant does not make such an investment election upon becoming Vested, the amounts allocated from the Non-Vested Account to his Vested Account shall be invested in a default Investment Vehicle established by the Board.

(d) The following provisions apply to a non-Tier 2 Eligible Person:

(1) All amounts credited to a non-Tier 2 Eligible Person under this Section 5.06 shall be fully Vested at all times and shall not be subject to forfeiture for any reason.

(2) All amounts allocated to the Vested Account of a non-Tier 2 Eligible Person under this Section 5.06 shall be invested according to the Participant's election in an Investment Vehicle approved by the Board in accordance with the provisions of the Plan. If the Participant has not made an investment election prior to amounts being allocated to his Vested Account, such amounts shall be invested in a default Investment Vehicle established by the Board.

Section 5.07. Employer Matching Contributions

(a) An Employer may provide for Matching Contributions on behalf of an Eligible Person on account of Elective Deferrals under Sections 5.01, 5.02, 5.03, 5.04 and 5.05 made by such Eligible Person. In addition, Employers shall specify the amount of Matching Contributions, if any, on their Service Agreement as well as what contributions will be considered for the match. An Employer may provide that such Matching Contributions may be based on employee contributions to this Plan, the Utah Deferred Compensation Plan, the Deemed IRA accounts in this Plan, or the Deemed Roth Plan.

(b) The Employer shall make such Matching Contributions on behalf of the Eligible Person.

(c) The Employer shall contribute and allocate to each Eligible Person's Vested Account any Matching Contributions established by agreement with the Administrator.

(d) The Employer's Matching Contributions shall be fully vested at all times and shall not be subject to forfeiture for any reason.

Section 5.08. Employer Required Contributions during Disability. If the Employer of a Tier 2 Eligible Person has a benefit protection contract with Utah Retirement Systems and if the Tier 2 Eligible Person has been approved for long term disability pursuant to that contract, the Tier 2 Eligible Person will continue to receive Employer Required Contributions

401(k) Restatement Effective December 18, 2014

and Years of Service credit during such disability subject to Utah State Code 49-22-402 and Utah State Code 49-23-402, which are incorporated by reference.

Section 5.09. Limitations on Elective Deferral Amounts and Adjustment of Excess Elective Deferrals. No Eligible Person shall be permitted to have Elective Deferrals made on his behalf under the Plan, or any other qualified plan maintained by the Employer during any taxable year, in excess of the applicable dollar limitation contained in Code Section 402(g) in effect for such taxable year, except to the extent permitted under Section 5.09 of this Article and Code Section 414(v), if applicable. Elective Deferral amounts in excess of the limits in the preceding sentence, and any Allocable Income attributable thereto, shall be distributed to the Eligible Person no later than April 15 after the close of the Plan Year to which the excess Elective Deferral relates.

For purposes of this Section 5.09, "Allocable Income" means the sum of the allocable gain or loss for the year or partial year determined in accordance with Code Section 401(k), or 402(g), and the regulations promulgated thereunder.

A Participant may submit a claim to the Administrator not later than March 1 following the close of the calendar year for which the claim for an excess Elective Deferral amount is made, specifying the excess Elective Deferral amount claimed by the Participant for the preceding calendar year for the Plan. That claim must be accompanied by the written statement of such Participant that if such amounts are not distributed, such claimed excess Elective Deferral amounts, when added to amounts deferred under other plans, contracts or arrangements described in Code Sections 401(k), 403(b), or 408(k) exceeds the limit imposed on the Participant by Code Section 402(g) (including, if applicable, the limitation on catch-up contributions under Code Section 414(v)) for the calendar year in which the deferral occurred.

Section 5.10. Catch-up Contributions. All Eligible Persons who are eligible to make Elective Deferrals under the Plan and who have attained age 50 before the close of the Plan Year shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of Code Section 414(v). Such catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Code Sections 402(g) and 415. Regarding the catch-up contribution, these additional Elective Deferrals cannot exceed the lesser of: (1) the applicable catch-up dollar limit according to this Section, or (2) the excess of: the Eligible Person's compensation (as defined in Code Section 415(c)(3)) for the year over any other Elective Deferrals of the Eligible Person for such year.

Section 5.11. Overall Limitation On Contributions

(a) **Maximum Annual Addition:** Except to the extent permitted under Section 5.09 of this Article and Code Section 414(v), if applicable, the Annual Addition that may be contributed or allocated to Participant's Non-Vested Account and Vested Account under the Plan for the Plan Year shall not exceed the lesser of:

- (1) \$40,000, as adjusted for increases in the cost-of-living prescribed by the Secretary of the Treasury under Code Section 415(d), or

401(k) Restatement Effective December 18, 2014

- (2) 100 percent of the Employee's compensation for the Plan Year.

For purposes of this Section "compensation" means compensation as defined in Code Section 415(c)(3) and shall not exceed the annual limit under Code Section 401(a)(17) (increased pursuant to Code Section 401(a)(17)(B)). In general, Code Section 415(c)(3) defines compensation as all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Employer at election of the Employee and which is not includible in the gross income of the Employee by reason of Code Sections 125, 132(f), or 457.

Further, payments made within 2½ months after Termination, or, if later, the end of the Plan Year during which the Termination occurred will be taken into account in determining compensation for allocations if they are payments that, absent a Termination, would have been paid to the Participant while the Participant continued in employment with the Employer and are:

(3) regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and the compensation would have been paid to the Participant prior to a Termination if the Participant had continued employment with the Employer; or

(4) payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; or

(5) payments pursuant to a nonqualified unfunded deferred compensation plan, but only if the payments would have been paid to the Participant at the same time if the Participant had continued employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Any payments not described above are not considered compensation if paid after Termination, even if they are paid within 2½ months following Termination, or, if later, the end of the Plan Year during which the Termination occurred except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(b) Limitation Year: For purposes of determining Annual Additions, the limitation year shall be the Plan Year.

(c) Rollovers and transfers into the Plan are not Annual Additions.

401(k) Restatement Effective December 18, 2014

Section 5.12. Excessive Elective Deferrals. Excess Elective Deferrals that are distributed in accordance with Sections 1.402(g)-1(e)(2) or (3) of the Treasury regulations are not considered annual additions under Section 5.11.

Section 5.13. Contributions Made Promptly. Elective Deferrals by the Participant under the Plan shall be remitted by the Employer to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Vested Account, but in no event later than the period specified in Title 49 of the Utah State Code 11-601.

Section 5.14. Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Employer who is then responsible for any appropriate payments to the Participant. Any mistake of fact after one year must be presented to the Executive Director prior to action being taken.

ARTICLE 6.

INVESTMENT VEHICLES, ALLOCATIONS, AND VALUATION

Section 6.01. Investment Vehicles. The Board may create a Statement Of Investment Policy which may establish the Investment Vehicles. Such Statement Of Investment Policy may also establish the investment objectives and other guidelines which will govern the investment options of the Plan.

(a) Such Investment Vehicles may include, but shall not be limited to, at least three diversified investment options, each with materially different risk and return characteristics.

(b) Transfers in whole or part of accumulated funds shall be permitted between Investment Vehicles, except where the Investment Vehicle is closed to future contributions.

(c) The Board may establish policies governing the amount and frequency of transfers between Investment Vehicles and may limit transfers between Investment Vehicles where it deems prudent for the protection of the Plans, Investment Vehicles, or Participant Accounts.

(d) Investment earnings shall be allocated to Accounts in accordance with the practice utilized by the Investment Vehicle (or its provider).

(e) The Board is solely responsible for the investment and allocation of any Non-Vested Account. A Participant's Non-Vested Account will be moved to the Participant's Vested Account as soon as administratively feasible after the Participant becomes Vested.

(f) Each Participant, Beneficiary and Alternate Payee is solely responsible for the investment and allocation of his Vested Account in and among the Investment Vehicles and shall assume all risk in connection with any decrease in the value of any or all of the Investment Vehicles. Neither the Administrator, Board, Employer, Investment Manager nor the Trustees are

401(k) Restatement Effective December 18, 2014

empowered to advise a Participant as to the manner in which his Vested Account shall be allocated among the Investment Vehicles. Notwithstanding the foregoing, the Board may choose to offer investment advice for Participants in a manner consistent with the rules provided by Section 601 of the Pension Protection Act of 2006.

Section 6.02. Administrative Costs. Costs may be deducted from the earnings of the Plan or deducted from a Participant's Account or a combination of both in accordance with a nondiscriminatory procedure established by the Board. The Board may also assess fees based on transfer frequency or other specific services and benefits where deemed prudent to do so.

Section 6.03. Valuation Date. Each Account shall be valued each business day of the New York Stock Exchange.

ARTICLE 7.

DETERMINATION AND DISTRIBUTION OF BENEFITS

Section 7.01. Benefits. Except as provided in Section 7.11, a benefit may be distributed upon Retirement, Disability, other Termination or attainment of age 59-½, all or a portion of a Participant's Vested Account in the Plan becomes distributable. At such time the Administrator may pay to such Participant in accordance with the Participant's election:

- (a) A lump sum payment, unless otherwise elected, or
- (b) Any other form of benefit payment which is offered by the Plan, provided that such payment meets the minimum required distribution requirements described in Article 8.
- (c) Any election made by a Participant may be revoked in writing and a new election made at any time so long as it meets the distribution requirements of this Section and Article 8.
- (d) In the event the Vested Account is an Alternate Payee's Account derived pursuant to a Domestic Relations Order as described in Article 14, the benefits will be distributable according to the Domestic Relations Order and the rules adopted by the Board.
- (e) If a Participant does not elect otherwise, the minimum distribution shall be paid not later than a Participant's Required Beginning Date, and shall be paid in accordance with the minimum distribution requirements of Article 8.

Section 7.02. Benefits Upon Death. In the event the Participant dies before the entire balance of his or her Vested Account has been distributed, the surviving Beneficiary or Beneficiaries shall be entitled to receive a benefit equal to all remaining amounts credited to such Participant's Vested Account.

- (a) If no Beneficiary is designated by the Participant, or the Beneficiary does not survive the Participant, such death benefit shall be paid:
 - (1) to the Participant's spouse, if living; or

(2) if there is no spouse living, to the Participant's issue according to Utah State Code Title 75, Chapter 2, Intestate Succession and Wills; or

(3) if neither the Participant's spouse nor any of the Participant's issue are living, then to the Participant's next-of-kin according to Utah State Code Title 75, Chapter 2; or

(4) if the Participant's spouse, issue, or next-of-kin are not living, then to such Participant's estate. If the aforementioned have not been determined or located by September 30 of the year following the year of the Participant's death, the benefits shall be paid to the Participant's estate, if the estate is open. If the estate is not open, Section 7.09 shall apply.

(b) Such benefit shall be paid to the Beneficiaries in accordance with the Beneficiary's selection as a benefit equal to:

(1) One lump sum payment;

(2) Monthly, quarterly, semi-annual or annual installments to be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death; or

(3) Monthly, quarterly, semi-annual or annual installments to be payable over the Life Expectancy of the Designated Beneficiary.

However, no payments under the Plan shall be made over a period exceeding the applicable period permitted by Code Section 401(a)(9) and Article 8 of the Plan.

(c) If the Beneficiary is an irrevocable trust or made irrevocable by the death of the Participant, the trustee of the trust must provide a list of Designated Beneficiaries and any other requested information to the Administrator before October 31 of the year following the year of the Participant's death.

(d) If more than one Beneficiary survives the Participant, an equal share shall be established for each Beneficiary, unless otherwise provided in the Beneficiary Designation.

Section 7.03. Hardship. A Participant may request, for reason of financial hardship, as defined under Treasury regulations, to withdraw all or part of his Vested Account attributable to his Elective Deferrals (but not the earnings on those Elective Deferrals). Benefits payable on account of hardship shall be made only following the Administrator's determination that such hardship satisfies the requirements of Code Section 401(k) and the regulations promulgated thereunder. Such distribution shall only be allowed if made on account of an immediate and heavy financial need of the Participant and the hardship withdrawal is necessary to meet the financial need. The withdrawal may not exceed the amount necessary to meet the hardship plus taxes on the withdrawal and in no event may exceed the amount of Elective Deferrals to the Participant's Vested Account.

(a) A distribution will be deemed to be necessary to satisfy an immediate and heavy financial need of a Participant or his Beneficiary if all of the following requirements are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant and is reasonably necessary to satisfy the need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution),

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans currently available under all plans maintained by the Employer or has borrowed from commercial sources (if any such distribution or loan in and of itself would not create a financial hardship),

(3) The hardship cannot be relieved by reimbursement or compensation by insurance, or otherwise,

(4) The hardship cannot be relieved through liquidation of assets reasonably available to the Participant (if the liquidation in and of itself would not cause a financial hardship), and

(5) The hardship cannot be relieved by canceling Elective Deferrals to the Plan.

(b) The following situations are deemed to meet the requirements for an immediate and heavy financial need:

(1) Expenses incurred for, or necessary to obtain, medical care as described in Code Section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) for the Participant, Participant's spouse, Participant's dependents (as defined in Code Section 152), or the Participant's primary Beneficiary,

(2) Costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments),

(3) Payments of tuition, related educational fees and room and board expenses for the next 12 months of post-secondary education, including expenses for the then current semester or quarter, for the Participant or the Participant's spouse, children, dependents as defined in Code Section 152, without regard to Section 152(b)(1), (b)(2) and (d)(1)(B), or primary Beneficiary,

(4) Payments necessary to prevent the eviction of the Participant from his principal residence or foreclosure on the mortgage on that residence,

(5) Payments for funeral or burial expenses for the Participant's deceased parent, spouse, child, dependent (as defined in Code Section 152, without regard to Code Section 152(d)(1)(B)), or primary Beneficiary,

(6) Expenses to repair damage to the Participant's principal residence that would qualify for a casualty loss deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income),

(7) Such other financial circumstances as declared by the Commissioner of Internal Revenue to constitute immediate and heavy financial need under Code Section 401(k) or the regulations thereunder, or

(8) Any other immediate and heavy financial need demonstrated to the satisfaction of the Administrator.

(c) A Participant who receives a distribution of Elective Deferrals on account of hardship shall be prohibited from making Elective Deferrals and Employee contributions under this and all other plans of the Employer for six months after receipt of the distribution.

(d) The Administrator shall determine whether financial hardship exists, and its determination shall be final and conclusive. In making this determination, the Administrator may rely on the Participant's representation that the need cannot be met by any of the aforementioned resources or from any other resources that are reasonably available to the Participant. For purposes of this Section, the resources of the Participant include those assets of the Participant's spouse and the minor children that are reasonably available to the Participant. The determination of whether resources are reasonably available to the Participant is to be made on the basis of all relevant facts and circumstances. If the Administrator requires further information in order to determine whether financial hardship exists, it may request this information.

(e) The Administrator shall apply uniform and nondiscriminatory standards in administering the provisions of this Section.

(f) In the event a Participant's interest in the Trust Fund is invested in more than one of the separate Investment Vehicles maintained under the Plan, a withdrawal of less than the complete balance of his interest shall be withdrawn pro rata from each applicable Investment Vehicle.

(g) The withdrawal shall be paid to the Participant as promptly as practicable after the approval by the Plan Administrator of the Participant's written request for a hardship withdrawal.

Section 7.04. Tier 2 Eligible Person Restriction. Amounts contributed under Section 5.06(c) (contributions made by a Tier 2 Employer) for any Tier 2 Eligible Person will not be considered an eligible source for hardship distributions.

Section 7.05. Qualified Reservist Distribution. Notwithstanding anything in the Plan to the contrary, a Participant who is a reservist or national guardsman (as defined in 37 U.S.C. § 101(24)), and who was ordered or called to active duty for a period in excess of 179 days or for an indefinite period may request, during the period beginning on the date of the order or call to duty and ending at the close of the active duty period, a distribution of all or part of his Vested Account attributable to Elective Deferrals. The distribution shall be paid to the Participant as promptly as practicable after the Plan Administrator receives the Participant's

401(k) Restatement Effective December 18, 2014

request. If the Participant's interest in the Trust Fund is invested in more than one of the separate Investment Vehicles maintained under the Plan, a withdrawal of less than the complete balance of his interest shall be withdrawn pro rata from each applicable Investment Vehicle.

Section 7.06. Distribution for Minor Beneficiary. In the event a distribution is to be made to a minor, then the Plan Administrator may direct that such distribution be paid to the legal guardian, or if none, to a parent of such Distributee or a responsible adult with whom the Distributee maintains his residence, or to the custodian for such Distributee under the Uniform Gift to Minors Act or Gift to Minors Act, if such is permitted by the laws of the state in which said Distributee resides. Such a payment to the legal guardian of a minor Distributee shall fully discharge the Trustees, Employer, and the Plan from further liability on account thereof.

Section 7.07. Distribution for Incompetents. If a Participant or Beneficiary entitled to receive any benefits hereunder is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such representative appointed under local law for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be a full and complete discharge of any liability for such payments under the Plan.

Section 7.08. Distribution for Beneficiary. All benefits hereunder may be paid or applied to the benefit of the surviving next of kin of the Participant in the order of precedence established under Utah State Code Title 75, Chapter 2, Intestate Succession and Wills, if no Beneficiary is designated by law or on the proper form; or if all Beneficiaries have predeceased the Participant; or the location of the Beneficiary or Beneficiaries cannot be ascertained within 12 months of the date a reasonable attempt is made to locate such Beneficiary; or the Beneficiary has not completed the forms necessary to pay the benefits within six months of the date that Beneficiary forms are sent to the Beneficiary's last-known address.

Section 7.09. Involuntary Distributions. The Board may establish a policy wherein a Participant's Vested Account balance may be distributed to the Distributee without the approval of the Distributee if (i) the total amount in the Vested Account does not exceed \$1,000, (ii) the Participant has had a Termination but has not previously received a distribution of the total amount payable to the Participant under this Article and (iii) there has been no contribution or withdrawal activity with respect to the Participant during the 12-month period ending immediately before the date of the distribution. The Board may set the involuntary distribution level at an amount lower than \$1,000 if done uniformly and in a nondiscriminatory manner.

Section 7.10. Procedure When Distributee Cannot Be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Distributee entitled to benefits under the Plan. For this purpose, a reasonable attempt means: (a) the mailing by certified mail of a notice to the last known address shown on the Administrator's records and/or a commercial search program, (b) notification sent to the Internal Revenue Service or Social Security Administration forwarding programs, and (c) the payee has not responded within six months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person.

Section 7.11. Distributions For Health And Long-Term Care Insurance for Retired Public Safety Officers and Firefighters. Notwithstanding Section 14.01, and in accordance with Section 845 of the Pension Protection Act of 2006 to the extent permitted by state law, an eligible retired public safety officer, as defined by the Pension Protection Act, may direct the Administrator to make tax-free payments to an eligible health or long-term care insurance provider to pay qualified health insurance premiums for the eligible retired public safety officer, his spouse and/or his dependents. Such payments shall be treated as a distribution from the Plan and shall not exceed the amounts prescribed in Code Section 402(l) and the provisions incorporated by Appendix B of the Plan.

Section 7.12. Distributions of Employer Required Contributions. A Tier 2 Eligible Person may take distributions of the Vested Employer Required Contributions upon Retirement, Termination, or when the Participant would have been eligible to receive a retirement allowance if the Participant satisfied Title 49 of the Utah State Code 22-403(2) as set forth in Appendix B, which is incorporated by reference.

ARTICLE 8.

MINIMUM DISTRIBUTION REQUIREMENTS

For the calendar year beginning January 1, 2002, the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the regulations under Code Section 401(a)(9) that were proposed in January 2001, notwithstanding any provision of the Plan to the contrary. For calendar years beginning on or after January 1, 2003, the Plan will apply the minimum distribution requirements in accordance with the final regulations under Code Section 401(a)(9) and the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G). This Article 8 constitutes a reasonable good faith interpretation of Code Section 401(a)(9) for purposes of Section 823 of the Pension Protection Act of 2006.

Section 8.01. General Rules

(a) **Effective Date of Final Regulations.** The provisions of the Final Regulations under Code Section 401(a)(9) will apply for purposes of determining required minimum distributions for calendar years beginning January 1, 2003.

(b) **Precedence.** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

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

(d) **For 2009, the Plan will not temporarily suspended minimum required distributions as permitted under Code Section 401(a)(9)(H). However, a Participant may elect, by providing appropriate direction to the party designated by the Administrator, to temporarily suspend their minimum required distribution in accordance with Code Section 401(a)(9)(H) and guidance issued thereunder.**

401(k) Restatement Effective December 18, 2014

Section 8.02. Time and Manner of Distribution

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

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

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died (or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later), over such spouse's life, or if elected, in accordance with paragraph (b)(3) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (b)(3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (b)(3) below.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraph (b)(1) or (b)(2) above, as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (b)(1) above).

(4) 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, other than (b)(1), will apply as if the surviving spouse were the Participant.

Section 8.03. Required Minimum Distributions During Participant's Lifetime

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

(1) the quotient obtained by dividing the Participant's Vested Account Balance by the distribution period in the Uniform Lifetime Table set forth in Treas. Reg. Section 1.401(a)(9)-9, Q&A-2, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year (e.g., if the Participant's age is less than age 70 the distribution period is 27.4 plus the number of years that the Participant's age is less than 70); or

(2) if the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse and the spouse is more than 10 years younger than the Participant, the quotient obtained by dividing the Participant's Vested Account Balance by the number in the Joint and Last Survivor Table set forth in Treas. Reg. Section 1.401(a)(9)-9, Q&A-3, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death. At the Participant's election, the annual required minimum distributions can be made in monthly, quarterly, semi-annual or annual installments.

Section 8.04. Required Minimum Distributions After Participant's Death

(a) Death On or After Date Distributions Begin

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Vested 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:

(A) 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.

(B) 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

401(k) Restatement Effective December 18, 2014

remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(C) If the Participant'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.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Vested Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death Before Date Distributions Begin

(1) Participant Survived by Designated Beneficiary.

(A) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(B) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Vested Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary or, if elected, will be distributed in accordance with (2) below.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest

will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse, this Section will apply as if the surviving spouse were the Participant.

ARTICLE 9.

TRANSFERS/ROLLOVERS/SERVICE PURCHASES

Section 9.01. Plan to Plan Transfers and Direct Rollovers From the Plan

(a) Vested Account balances of those participating in the Plan may be transferred on a trustee-to-trustee basis, upon the request of the Participant to another qualified plan as described in Section 401(a) or 401(k) of the Code, where the Participant demonstrates to the Administrator's satisfaction that:

- (1) the Participant is no longer eligible to participate in a Utah Retirement System; or
- (2) the Employer does not participate in the Plan on behalf of any of its employees.

(b) Effective January 1, 2002, and notwithstanding anything in the Plan to the contrary that otherwise would limit a Distributee's election under this Section, and to the extent allowed under the applicable provisions of the Code or Treasury regulations, a Distributee who is a Participant, or who is a Designated Beneficiary and is a surviving spouse, spouse or Alternate Payee, may elect, at the time and in the names prescribed by the Administrator, to have all or a portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan in a Direct Rollover. The Plan shall provide written information to the Distributee regarding Eligible Rollover Distribution no more than 180 days prior to payment of the Eligible Rollover Distribution, to the extent required by Code Section 402(f).

(c) Effective January 1, 2007, and notwithstanding anything in the Plan to the contrary that otherwise would limit a Distributee's election under this Section, and to the extent allowed under the applicable provisions of the Code and the Treasury regulations, a Distributee who is a Designated Beneficiary, but not a surviving spouse, spouse or former spouse Alternate Payee may elect, at the time and in the manner prescribed by the Administrator, to have all or any part of the Vested Account that qualifies as an Eligible Rollover Distribution paid in a direct trustee-to-trustee transfer to an Eligible Retirement Plan that is an individual retirement plan described in clause (i) or (ii) of Code Section 402(c)(8)(B). If such a transfer is made, (i) the transfer shall be treated as an Eligible Rollover Distribution, (ii) the individual retirement plan shall be treated as an inherited individual retirement account or individual retirement annuity

(within the meaning of Code Section 408(d)(3)(C), and (iii) Code Section 401(a)(9)(B) (other than clause (iv) thereof) shall apply to such individual retirement plan.

Section 9.02. Permissive Service Credit Transfer From Plan

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Vested Account transferred to the defined benefit governmental plan. A transfer under this Section may be made before the Participant has had a Termination.

(b) A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

Section 9.03. Transfers or Rollovers to the Plan from Eligible Retirement Plans

(a) The Plan will accept transfers from other Eligible Retirement Plans, provided that the trust from which such funds are transferred permits the transfer to be made and the transfer will not jeopardize the tax exempt status of the Plan or Trust Fund. Such amounts shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(b) The Plan will accept transfers of Eligible Rollover Distributions from:

(1) A qualified plan described in Code Sections 401(a) or 403(a), excluding after-tax employee contributions;

(2) An annuity contract described in Code Section 403(b), excluding after-tax employee contributions;

(3) An Eligible Retirement Plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state;

(4) The portion of a distribution from an individual retirement account or annuity described in Code Sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includable in gross income.

(c) For purposes of this Section 9.03 the term "transfer from another Eligible Retirement Plan" shall mean:

(1) Direct Rollovers or plan-to-plan transfers to the Plan from another Eligible Retirement Plan; and

(2) distributions received by a Participant from another plan which are eligible for tax free rollover treatment and which are rolled over by the Participant to this Plan within sixty (60) days of receipt thereof.

401(k) Restatement Effective December 18, 2014

(d) Amounts transferred into the Plan shall be held by the Trustee pursuant to the provisions of the Plan, and such amounts shall not be subject to forfeiture for any reason and may not be withdrawn by, or distributed to the Distributee, in whole or in part, except as provided in Article 7.

(e) The Trustee may accept funds rolled over or transferred from other Eligible Retirement Plans for the account of a Participant under this Plan, provided the conditions precedent to such transfer set forth in this Section 9.03 are satisfied. In the event of such a transfer to a Participant's Vested Account under this Plan, the Trustee shall maintain a separate, nonforfeitable Participant's Rollover Account for the amount transferred. Effective for Plan Years beginning on or after January 1, 2008, qualified rollover contributions from an Eligible Retirement Plan that are transferred into the Plan may be held in a separate Roth IRA rollover account. The Trustee may act upon the direction of the Administrator without determining the facts concerning a transfer.

(f) When the Distributee is entitled to receive benefits, the fair market value of the amounts transferred or rolled into the Plan shall be used to provide additional benefits to the Distributee in the normal form or such other optional method that the Distributee shall elect pursuant to Article 7.

ARTICLE 10.

LOANS TO PARTICIPANTS

Section 10.01. Amount of Loan. The Administrator may establish a uniform and nondiscriminatory policy under which it may direct the Trustee to make a loan to a Participant or a Retiree pursuant to Code Section 72(p). If a Participant is an Employee of the State of Utah or its agencies, he is eligible to take a loan from the Plan. In order for any other Participant to be eligible to take a loan from the Plan, the Participant's Employer must have elected to participate in the Plan's loan program on its Service Agreement and allow payroll deductions for loan payments or other method determined by the Administrator. In no event may all loans from the Plan to any individual Participant exceed the lesser of:

(a) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Administrator (not taking into account any payments made during such one-year period), or

(b) one half of the value of the Participant's Vested Account (as of the valuation date immediately preceding the date on which such loan is approved by the Administrator).

For purposes of this Section, any loan from any other plan maintained by an Employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this paragraph shall not be applied so as to allow the amount of a loan under

this Section to exceed the amount that would otherwise be permitted in the absence of this paragraph.

Section 10.02. Terms of Loan. The terms of the loan shall:

(a) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on an bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of Code Section 414(u) or for the duration of a leave which is due to qualified military service;

(b) require that the loan be repaid within five years unless the Participant certifies in writing to the Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and

(c) provide for interest at a rate equal to one percentage point above the prime rate as published on the first business day of the quarter in which the loan is approved by the Administrator.

Section 10.03. Security for Loan. All such loans shall be secured adequately by collateral which may (in the Administrator's discretion) include the Participant's Vested Account. However, the portion of a Tier 2 Eligible Persons Participant's Vested Account that represents contributions under Section 5.06(c) thereon may not be lent. The loan shall be considered as a Participant designated investment.

Section 10.04. Default. In the event of a Participant's Termination, a default on the loan shall occur, unless the Participant is reemployed by an Employer within the cure period and the Participant timely cures the default. In the event of a Participant's failure to make a loan payment under this Section within 90 days after the date such payment is due, a default on the loan shall occur, unless the Participant timely cures the default. In the event of a default, (i) all remaining payments on the loan shall be immediately due and payable, and (ii) effective as of the first day of the calendar month next following the month in which any such loan default occurs, the interest rate for such loan shall be (if higher than the rate otherwise applicable) the rate being charged on loans from the Plan that are approved by the Administrator in the month in which such default occurs. In the case of any default on a loan to a Participant, the Administrator shall apply the portion of the Participant's Vested Account held as security for the loan in satisfaction of the loan on the Termination date. In addition, the Administrator shall take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Vested Account balance of the Participant. If the Participant fails to make any loan payment or is reemployed by an Employer within the time period during which he could cure a default, the Plan Administrator may, according to Section 1.72(p)-1 of the Treasury regulations, allow a cure period, which cure period cannot continue beyond the last day of the calendar quarter following the calendar quarter in which the required loan payment was due. If the Plan Administrator allows a cure period, a Participant may waive his right to cure the default.

Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her Beneficiary or Beneficiaries may elect to pay the entire outstanding balance of the loan in a single lump sum payment. The Beneficiary or Beneficiaries may instruct the Plan Administrator instead to default the loan and apply the portion of the Participant's Vested Account held as security for the loan in satisfaction of the loan. In the absence of any payment or default instruction, the Participant's estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

Section 10.05. Repayment. The Participant shall be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Eligible Person and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Repayments of a loan shall be made by payroll deduction of equal amounts (comprised of both principal and interest), with the first such deduction to be made as soon as practicable after the loan funds are disbursed; provided however, that a Participant may prepay all or portion of the outstanding balance of his loan at any time (prepayment amount reduces principal); and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or is no longer employed by an Employer (that has consented to make payroll deductions for this purpose) or the Participant's paycheck is insufficient for any other reason, the Participant shall pay to the Plan, under any process approved by the Administrator, the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which in which the amount would have been deducted. Repayments by a Retiree must be made in whatever manner the Administrator deems acceptable.

Section 10.06. Tier 2 Eligible Person Restriction. Amounts contributed under Section 5.06(c) (contributions made by a Tier 2 Employer) for any Tier 2 Eligible Person will not be considered an eligible source for loans and will not be considered security when a loan is made.

ARTICLE 11.

TRUSTEE AND INVESTMENT MANAGER

Section 11.01. Basic Responsibilities of the Trustee. The Trustee shall have the following categories of responsibilities:

- (a) To invest, manage, and control the Plan assets, except as provided below;
- (b) To pay benefits required under the Plan to be paid to the Distributee;
- (c) To maintain records of receipts and disbursements and furnish such reports to the Board as may be required; and

(d) To appoint in writing an Investment Manager or Managers to manage the assets of the Plan, including the power to acquire and dispose of such assets, and to revoke any such appointment previously made.

(e) The Trustee shall not be liable for the acts or omissions of any Investment Manager or Managers, nor be under any obligation to invest or otherwise manage any asset of the Plan which is subject to the investment of such Investment Manager or Managers.

Section 11.02. Basic Responsibilities of Investment Managers. The Investment Manager shall have the following categories of responsibilities:

(a) To invest and manage the Plan assets under its control in accordance with the Plan, the Statement of Investment Policy, and any contract with the Board;

(b) To pay benefits required under the Plan to be paid to the Distributee;

(c) To maintain records of receipts and disbursements and furnish reports to the Board as may be required; and

(d) To have and carry out the Fiduciary responsibilities relating to the management or control of Plan assets which would be the responsibility of the Trustee in the absence of such appointment.

Section 11.03. Investment Powers and Duties of the Trustee

(a) Except as otherwise provided in this Article, the Trustee shall invest the Trust Fund in the same manner as the Board is permitted by law with respect to investment of the Utah State Retirement Fund.

(b) The Trustee may pool all or any of the Trust Fund, from time to time, with assets belonging to any other qualified employee pension benefit trust created by the Board and to commingle such assets and make joint or common investments and carry joint accounts on behalf of this Plan and such other trust or trusts, allocating undivided shares or interests in such investments or accounts or any pooled assets of the two or more trusts in accordance with their respective interests.

(c) The Trustee shall not invest any portion of a Participant's Vested Account in "collectibles" within the meaning of that term as employed in Code Section 408(m).

(d) The Trustee may apply for and procure from responsible insurance companies, to be selected by the Board, as an Investment Vehicle, endowment, annuity, or other insurance contracts on the life of any Participant.

Section 11.04. Duties of the Trustee Regarding Payments. The Trustee shall, from time to time, in accordance with the terms of the Plan, make payments out of the Trust Fund. The Trustee shall not be responsible in any way for the application of such payments.

Section 11.05. Compensation, Expenses and Taxes. Any person rendering service to the Plan shall be paid such reasonable compensation as shall from time to time be agreed upon in writing with the Administrator. In addition, such person shall be reimbursed for any reasonable expenses including reasonable counsel fees incurred. Such compensation and expenses shall be paid from the Trust Fund unless paid or advanced by an Employer. All taxes of any kind and all kinds whatsoever that may be levied or assessed under existing or future laws upon, or in respect of, the Trust Fund or the income thereof, shall be paid from the Trust Fund.

Section 11.06. Reporting. The Trustee shall be responsible for all reporting required by either State or Federal laws or regulations.

Section 11.07. Auditing. The Trustee shall engage and assist any auditors performing an audit which is required by State or Federal law.

ARTICLE 12.

AMENDMENT, TERMINATION AND MERGERS

Section 12.01. Amendment of Plan. The Board shall have the right at any time and from time to time to amend, in whole or in part of Plan, any or all of the provisions of the Plan. However, no such amendment shall authorize or permit any part of the Trust Fund (other than such part as is required to pay taxes and administrative expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Distributee or their estates; no such amendment shall cause any reduction in the amount credited to a Participant's Account, or cause or permit any portion of the Trust Fund to revert to or become the property of the Employers; and no such amendment which affects the rights, duties or responsibilities of the Trustees may be made without the Trustees' written consent. Any such amendment shall become effective upon delivery of a duly executed instrument to the Trustee, provided that the Trustee shall in writing consent to the terms of such amendment if the Trust Fund provisions contained herein are affected by such amendment.

Section 12.02. Termination of Plan. The Trustee shall have the right at any time to terminate the Plan. Upon such termination of the Plan, the Trustee may direct either:

(a) If there is no successor plan established, complete distribution of the assets in the Trust Fund to the Distributee, in cash or kind, in one "lump-sum payment" (as such term is defined in the Code) as soon as the Trustee deems it to be in the best interest of the Distributee but in no event later than two (2) years after such termination; or

(b) Continuation of the Trust Fund created by this Plan and the distribution of benefits at such time and in such manner as though the Plan had not terminated.

Section 12.03. Merger or Consolidation. This Plan and Trust Fund may be merged or consolidated with, or its assets and/or liabilities may be transferred to, any other plan and trust only if the benefits which would be received by a Participant of this Plan immediately after such transfer, merger or consolidation, are at least equal to the benefits the Participant would have received if the Plan was terminated immediately before the transfer, merger or consolidation.

ARTICLE 13.

DEEMED IRA

Section 13.01. Adoption and Effective Date of Article 13. This Article 13 of the Plan is adopted to reflect Section 602 of the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA"), as amended by the Job Creation and Worker Assistance Act of 2002. This Article is effective for Plan Years beginning on or after January 1, 2005, is intended as good faith compliance with the requirements of EGTRRA and is to be construed in accordance with EGTRRA and guidance issued thereunder.

Section 13.02. Supersession of Inconsistent Provisions. This Article shall supersede the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this Article.

Section 13.03. Deemed IRAs. Each Participant who is an Eligible Person may make voluntary employee contributions to the Participant's Traditional IRA or Roth IRA under the Plan ("Deemed IRA"). The Plan shall establish a separate account for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions, and maintain separate recordkeeping with respect to each such IRA.

Section 13.04. Voluntary Employee Contributions. For purposes of this Article, a voluntary employee contribution means any contribution that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this Article applies. In addition, an individual who receives a qualified reservist distribution as defined in Code Section 72(t)(2)(G)(iii) may, at any time during the two-year period beginning on the day after the end of his active duty period, make one or more contributions to a Deemed IRA under this Article in an aggregate amount not to exceed the amount of his qualified reservist distribution, provided the contribution otherwise meets the requirements to be a voluntary employee contribution under this Section. The annual dollar limitations otherwise applicable to Traditional IRAs or Roth IRAs shall not apply to any contribution made pursuant to the preceding sentence.

Section 13.05. Deemed IRA Requirements. This Article, along with the Master Custody Agreement entered into between Northern Trust Company and Utah Retirement Systems on November 18, 2004, as amended (the "Agreement"), shall satisfy the separate trust requirement under Code Section 408(q) and the regulations thereto. Deemed IRAs established pursuant to this Article shall be held under the Agreement in a separate custodial account (the "Deemed IRA Trust"). The Deemed IRA Trust shall satisfy the applicable requirements of Code Sections 408 and 408A, which requirements are set forth in Section 13.07 and 13.08, respectively, and is hereby established with Northern Trust Company, or its successor, as the custodian who meets the requirements of Code Section 408(a)(2) ("Deemed IRA Trustee"). The Deemed IRA Trust, and any amendments thereto, is hereby adopted as a trust maintained under this Plan with respect to the assets held therein, and the provisions of such Deemed IRA Trust shall control so long as any assets of any Deemed IRA are held thereunder.

Section 13.06. Reporting Duties. The Deemed IRA Trustee, or its delegate, shall be subject to the reporting requirements of Code Section 408(i) with respect to all Deemed IRAs that are established and maintained under the Plan. The Deemed IRA Trustee, or its delegate, shall furnish annual calendar year reports concerning the status of the Deemed IRA account and such information concerning required minimum distributions as is prescribed by the Commissioner of Internal Revenue.

Section 13.07. Nonforfeitable. The interest of a Participant in the balance in his or her Deemed IRA account is nonforfeitable at all times.

Section 13.08. SIMPLE IRA Limits. No contributions will be accepted under a SIMPLE IRA plan established by any employer pursuant to Code Section 408(p). Also, no transfer or rollover of funds attributable to contributions made by a particular employer under its SIMPLE IRA plan will be accepted from SIMPLE IRA, that is, an IRA used in conjunction with a SIMPLE IRA plan, prior to the expiration of the 2-year period beginning on the date the individual first participated in that employer's SIMPLE IRA plan.

Section 13.09. Collectibles. If the Deemed IRA Trust acquires collectibles within the meaning of Code Section 408(m) after December 31, 1981, Deemed IRA Trust assets will be treated as a distribution in an amount equal to the cost of such collectibles.

Section 13.10. Life Insurance. No part of the Deemed IRA Trust funds will be invested in life insurance contracts.

Section 13.11. Distributions for Charitable Purposes. To the extent permitted by state law and to the extent allowed by federal law pursuant to Section 1201 of the Pension Protection Act of 2006, a Participant who has reached age 70-1/2 may request a qualified charitable distribution of all or part of his Deemed IRA, but not to exceed \$100,000, and request that this distribution be made directly by the Plan to an organization described in Code Section 170(b)(1)(A) (other than any organization described in Code Section 509(a)(3) or any fund or account described in Code Section 4966(d)(2)). This distribution shall be treated as a qualified charitable distribution only to the extent that the Deemed IRA distribution would be otherwise includible in the Participant's gross income. This qualified charitable distribution shall count toward any required minimum distribution that must be made to the Participant pursuant to Subsection (e).

Section 13.12. Traditional IRA Requirements. The Deemed IRA Trust shall satisfy the following requirements for traditional Deemed IRAs:

(a) **Exclusive Benefit.** The traditional Deemed IRA accounts are established for the exclusive benefit of the Participant or his or her Beneficiaries.

(b) **Maximum Annual Contributions.**

(1) Except in the case of a rollover contribution (as permitted by Code Sections 402(c), 402(e)(6), 403(a)(4), 403(b)(8), 403(b)(10), 408(d)(3) and 457(e)(16)), no contributions will be accepted unless they are in cash, and the total of such contributions shall not exceed \$5,000 for any taxable year as adjusted by the Secretary of

401(k) Restatement Effective December 18, 2014

the Treasury for cost-of-living increases under Code Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

(2) In the case of a Participant who is 50 or older, the annual cash contribution limit is increased by \$1,000 for any taxable year.

(c) Minimum Required Distributions.

(1) Notwithstanding any provision of this Deemed IRA to the contrary, the distribution of the individual's interest in the account shall be made in accordance with the requirements of Code Section 408(a)(6) and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Q&A-4 of Treas. Reg. Section 1.401(a)(9)-6, rather than paragraphs (2), (3) and (4) below and Section 14.07(f). The required minimum distributions calculated for this Deemed IRA may be withdrawn from another IRA of the individual in accordance with Q&A-9 of Treas. Reg. Section 1.408-8.

(2) The entire value of the Deemed IRA account of the Participant for whose benefit the account is maintained will commence to be distributed no later than the first day of April following the calendar year in which such Participant attains age 70½ (the "required beginning date") over (a) the life of such Participant or the lives of such Participant and his or her Designated Beneficiary, or (b) a period certain not extending beyond the life expectancy of such Participant, or the joint and last survivor expectancy of such Participant and his Designated Beneficiary.

(3) The amount to be distributed each year, beginning with the calendar year in which the Participant attains age 70½ and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Deemed IRA (as determined under Section 13.07(f)(3)) as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of Treas. Reg. Section 1.401(a)(9)-9, using the Participant's age as of his or her birthday in the year. However, if the Participant's sole Designated Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Last Survivor Table in Q&A-3 of Treas. Reg. Section 1.401(a)(9)-9, using the ages as of the Participant's and spouse's birthdays in the year.

(4) The required minimum distribution for the year the Participant attains age 70½ can be made as late as April 1 of the following year. The required minimum distribution for any other year must be made by the end of such year.

(d) Distribution Upon Death.

(1) Death On or After Required Beginning Date. If the Participant dies on or after the required beginning date, the remaining portion of his or her interest will be distributed at least as rapidly as follows:

(A) If the Designated Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the year of the Participant's death, or over the period described in paragraph (1)(C) below if longer.

(B) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the remaining interest will be distributed over such spouse's life or over the period described in paragraph (1)(C) below if longer. Any interest remaining after such spouse's death will be distributed over such spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death, or, if the distributions are being made over the period described in paragraph (1)(C) below, over such period.

(C) If there is no Designated Beneficiary, or if applicable by operation of paragraph (1)(A) or (1)(B) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.

(D) The amount to be distributed each year under paragraph (1)(A), (B) or (C), beginning with the calendar year following the calendar year of the individual's death, is the quotient obtained by dividing the value of the Deemed IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. Section 1.401(a)(9)-9.

If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraph (1)(A), (B) or (C) and reduced by 1 for each subsequent year.

(2) Death Before Required Beginning Date. If the Participant dies before the required beginning date, his or her entire interest will be distributed at least as rapidly as follows:

(A) If the Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (2)(C) below.

(B) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(C) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(C) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(C) If there is no Designated Beneficiary, or if applicable by operation of paragraph (2)(A) or (2)(B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(B) above).

(D) The amount to be distributed each year under paragraph (2)(A) or (B) is the quotient obtained by dividing the value of the Deemed IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(A) or (B) and reduced by 1 for each subsequent year.

(3) The "value" of the Deemed IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As 7 and 8 of Treas. Reg. Section 1.408-8.

Section 13.13. Roth IRA Requirements. The Deemed IRA Trust shall satisfy the following requirements for Roth Deemed IRAs:

(a) Exclusive Benefit. The Roth Deemed IRA accounts are established for the exclusive benefit of the Participant or his or her Beneficiaries.

(b) Maximum Annual Contributions.

(1) Maximum Permissible Amount. Except in the case of a qualified rollover contribution or a recharacterization (as defined in (6) below), no contribution will be accepted unless it is in cash and the total of such contributions to all the Participant's Roth IRAs for a taxable year does not exceed the applicable amount (as defined in (2) below), or the Participant's compensation (as defined in (8) below), if less, for that taxable year. The contribution described in the previous sentence that may not exceed the lesser of the applicable amount or the Participant's compensation is referred to as a "regular contribution." A "qualified rollover contribution" is a rollover contribution that meets the requirements of Code Section 408(d)(3), except the one rollover per year rule of Code Section 408(d)(3)(B) does not apply if the rollover contribution is from an IRA other than a Roth IRA (a "nonRoth IRA"). Beginning in 2006, a qualified rollover contribution also includes a rollover from a designated Roth account described in Code Section 402A. Contributions may be limited under (3) through (5) below.

(2) Applicable Amount. The applicable amount is determined under (A) or (B) below:

(A) If the Participant is under age 50, the applicable amount is \$5,000.

(B) If the Participant is 50 or older, the applicable amount is \$6,000.

The limits in paragraph (2)(A) and (B) above will be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 219(b)(5)(C). Such adjustments will be in multiples of \$500.

(3) Regular Contribution Limit. If (A) and/or (B) below apply, the maximum regular contribution that can be made to all the Participant's Roth IRAs for a taxable year is the smaller amount determined under (A) or (B).

(A) The maximum regular contribution is phased out ratably between certain levels of modified adjusted gross income ("modified AGI," defined in (7) below) in accordance with the following table:

<u>Filing Status</u>	<u>Full Contribution</u>	<u>Phase-out Range</u>	<u>No Contribution</u>
		<u>Modified AGI</u>	
Single or Head of Household	\$107,000 or less	Between \$107,000 and \$122,000	\$122,000 or more
Joint Return or Qualifying Widower	\$169,000 or less	Between \$169,000 and \$179,000	\$179,000 or more
Married-Separate Return	\$0	Between \$0 and \$10,000	\$10,000 or more

If the Participant's modified AGI for a taxable year is in the phase-out range, the maximum regular contribution determined under this table for that

401(k) Restatement Effective December 18, 2014

taxable year is rounded up to the next multiple of \$10 and is not reduced below \$200. The dollar amounts listed above shall be adjusted by the Secretary of the Treasury for cost-of-living increases under Code Section 408(c)(3)(C). Such adjustments will be in multiples of \$1,000.

(B) If the Participant makes regular contributions to both Roth and nonRoth IRAs for a taxable year, the maximum regular contribution that can be made to all the Participant's Roth IRAs for that taxable year is reduced by the regular contributions made to the Participant's nonRoth IRAs for the taxable year.

(4) Recharacterization. A regular contribution to a nonRoth IRA may be recharacterized pursuant to the rules in Treas. Reg. Section 1.408A-5 as a regular contribution to this Deemed Roth IRA, subject to the limits in (3) above.

(5) Modified AGI. For purposes of (3) above, a Participant's modified AGI for a taxable year is defined in Code Section 408A(c)(3)(C)(i) and does not include any amount included in adjusted gross income as a result of a rollover from a nonRoth IRA (a "conversion").

(6) Compensation. For purposes of (1) above, compensation is defined as wages, salaries, professional fees, or other amounts derived from or received for personal services actually rendered (including, but not limited to commissions paid salesmen, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, and bonuses) and includes earned income, as defined in Code Section 401(c)(2) (reduced by the deduction the self-employed individual takes for contributions made to a self-employed retirement plan). For purposes of this definition, Code Section 401(c)(2) shall be applied as if the term trade or business for purposes of Code Section 1402 included service described in Code Subsection 401(c)(6). Compensation does not include amounts derived from or received as earnings or profits from property (including but not limited to interest and dividends) or amounts not includible in gross income. Compensation also does not include any amount received as a pension or annuity or as deferred compensation. The term "compensation" shall include any amount includible in the individual's gross income under Code Section 71 with respect to a divorce or separation instrument described in subparagraph (A) of Code Section 71(b)(2). In the case of a married individual filing a joint return, the greater compensation of his or her spouse is treated as his or her own compensation, but only to the extent that such spouse's compensation is not being used for purposes of the spouse making a contribution to a Roth IRA or a deductible contribution to a nonRoth IRA.

(c) Distributions Before Death. No amount is required to be distributed prior to the death of the Participant for whose benefit the Deemed Roth IRA account was originally established.

(d) Minimum Required Distributions.

(A) Notwithstanding any provision of this Deemed Roth IRA to the contrary, the distribution of the Participant's interest in the account shall be made

401(k) Restatement Effective December 18, 2014

in accordance with the requirements of Code Section 408(a)(6), as modified by Code Section 408A(c)(5), and the regulations thereunder, the provisions of which are herein incorporated by reference. If distributions are made from an annuity contract purchased from an insurance company, distributions thereunder must satisfy the requirements of Treas. Reg. Section 1.401(a)(9)-6 (taking into account Code Section 408A(c)(5)), rather than the distribution rules in paragraphs (2), (3) and (4) below.

The Plan will not temporarily suspended minimum required distributions as permitted under Code Section 401(a)(9)(H). However, a Participant may elect, by providing appropriate direction to the party designated by the Administrator, to temporarily suspend their minimum required distribution in accordance with Code Section 401(a)(9)(H) and guidance issued thereunder.

(2) Upon the death of the Participant, his or her entire interest will be distributed at least as rapidly as follows:

(A) If the Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Beneficiary as of his or her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (2)(C) below.

(B) If the Participant's sole Designated Beneficiary is the Participant's surviving spouse, the entire interest will be distributed, starting by the end of the calendar year following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 70½, if later), over such spouse's life, or, if elected, in accordance with paragraph (2)(C) below. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed, starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Designated Beneficiary's remaining life expectancy determined using such Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (2)(C) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(C) If there is no Designated Beneficiary, or if applicable by operation of paragraph (2)(A) or (2)(B) above, the entire interest will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (2)(B) above).

(D) The amount to be distributed each year under paragraph (2)(A) or (B) is the quotient obtained by dividing the value of the Deemed Roth IRA as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of Treas. Reg. Section 1.401(a)(9)-9. If distributions are being made to a surviving spouse as the sole Designated Beneficiary, such spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's age in the year specified in paragraph (2)(A) or (B) and reduced by 1 for each subsequent year.

(3) The "value" of the Deemed Roth IRA includes the amount of any outstanding rollover, transfer and recharacterization under Q&As-7 and 8 of Section 1.408-8 of the Income Tax Regulations.

ARTICLE 14.

MISCELLANEOUS

Section 14.01. Alienation. No benefit which shall be payable out of the Trust Fund to any Distributee shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void; and no such benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any such person, nor shall it be subject to attachment or legal process for or against such person, and the same shall not be recognized by the Trustee, except to such extent as may be required by law. Except, however, this provision shall not apply to the extent a Distributee is indebted to the Plan, for any reason, under any provision of this Plan and at the time a distribution is to be made to or for his benefit, such proportion of the amount distributed as shall equal such indebtedness shall be paid to the Trustee, to apply against or discharge such indebtedness. Prior to making a payment, however, the Distributee must be given written notice by the Trustee that such indebtedness is to be deducted in whole or part from the Participant's Vested Account. If the Distributee does not agree that the indebtedness is a valid claim against his Vested Account, he shall be entitled to review the validity of the claim in accordance with procedures established by the Board.

In the event benefits are garnished or attached by order of any court, the Board may bring an action for a declaratory judgment in a court of competent jurisdiction to determine the proper recipient of the benefits to be paid by the Plan. During the pendency of said action, any benefits that become payable shall be paid into the court as they become payable, to be distributed by the court to the recipient it deems proper at the close of said action.

Unless prohibited by state law, this Section shall not apply to prevent a distribution from the Plan directly to an insurer at the election of a Participant who is also an eligible retired public safety officer to pay qualified health insurance premiums for the eligible retired public safety

officer, his spouse and/or his dependents as permitted under Section 845 of the Pension Protection Act of 2006.

Unless prohibited by state law, this Section shall not apply to prevent a Participant or Beneficiary from donating a distribution from a Deemed IRA under the Plan to a charitable organization as permitted under Section 1201 of the Pension Protection Act of 2006.

Section 14.02. Domestic Relations Orders. (a) Notwithstanding Section 14.01, a division of a Vested Account to former spouses and family members will be made pursuant to an order of a court of competent jurisdiction with respect to domestic relations matters on file with the Retirement Office. The court order shall specify the manner in which the Vested Account shall be partitioned, whether as a fixed amount or as a percentage of assets. The order will be honored only if it meets the following requirements:

(1) does not require the Plan to provide any type or form of benefit, any option, or any distribution schedule not otherwise provided under the Plan;

(2) does not require the Plan to provide increased benefits (determined on the basis of actuarial value);

(3) does not require the payment of benefits to an Alternate Payee which are required to be paid to another Alternate Payee under another order previously determined to be a valid domestic relations order; and

(4) complies with rules adopted by the Board.

(b) Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

(c) The Administrator will create a separate segregated Vested Account for an Alternate Payee. Such segregated Vested Accounts shall not be eligible for any brokerage window options, nor will any loans be permitted from such Vested Accounts.

Section 14.03. IRS Levy. Notwithstanding Section 14.01, the Administrator may pay from a Participant's or Beneficiary's Vested Account the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

Section 14.04. Federal Restitution Orders and Garnishments. Notwithstanding Section 14.01, the Administrator may pay from a Participant's or Beneficiary's Vested Account the amount that the Administrator finds is lawfully demanded under a federal restitution order or garnishment issued by the federal government with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment against the Participant or Beneficiary.

Section 14.05. Legal Action. In the event any claim, suit, or proceeding is brought regarding the Trust Fund and/or Plan established hereunder to which the Trustees may be a party, and such claim, suit, or proceeding results in the expenditure of funds or attorney fees, such fees and costs are payable from the Trust and/or Plan.

Section 14.06. Prohibition Against Diversion of Funds. It shall be impossible by operation of the Plan or of the Trust Fund, by termination of either, by power of revocation or amendment, by the happening of any contingency, by collateral arrangement or by any other means, for any part of the corpus or income of any Trust Fund maintained pursuant to the Plan or any funds contributed thereto to be used for, or diverted to, purposes other than the exclusive benefit of Participants, retired Participants, Beneficiaries, or Alternate Payees except as provided in the Plan.

Section 14.07. Receipt and Release for Payments. Any payment to any Participant, his legal representative, Beneficiary, Alternate Payee or to any guardian or committee appointed for such Participant, Beneficiary, or Alternate Payee in accordance with the provisions of this Plan, shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Trustee and the Employer, either of whom may require such Participant, legal representative, Beneficiary, Alternate Payee, guardian or committee, as a condition precedent to such payment, to execute a receipt and release thereof in such form as shall be determined by the Trustee or Employer.

Section 14.08. Employer and Trustee's Protective Clause. Neither the Employer nor the Trustee, nor their successors, shall be responsible for the validity of any contract of insurance issued hereunder or for the failure on the part of the insurer to make payments provided by any such contract, or for the action of any person which may delay payment or render a contract null and void or unenforceable in whole or in part.

Section 14.09. Headings. The headings and subheadings of this Plan have been inserted for convenience of reference and are to be ignored in any construction of the provisions hereof.

Section 14.10. Uniformity. All provisions of this Plan shall be interpreted and applied in a uniform, nondiscriminatory manner.

Section 14.11. Construction of Agreement. This Plan and Trust Fund shall be construed and enforced according to the laws of the State of Utah.

Section 14.12. Gender and Number. Wherever any words are used herein in the masculine, feminine or neuter gender, they shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where they would so apply .

Section 14.13. Form of Notices and Elections. The Administrator shall designate and furnish the appropriate forms to make an election or provide a notice required by the Plan. To

the extent permitted by the Code and the regulations thereunder, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of, or in addition to, a paper form.

Section 14.14. Vesting upon Plan Termination or Complete Discontinuance of Contributions. In the event of the termination or partial termination of the Plan or the complete discontinuance of contributions under the Plan, the Account of each affected Participant will be nonforfeitable.

As amended by the Utah State Retirement Board: 12/6/89, 6/13/90, 6/10/93, 4/14/94, 12/13/01, 11/14/2002, 06/12/2003, 10/09/2003, 11/11/2004, 04/12/2007, 08/13/2009, 9/10/2010, 6/16/2011, 7/1/2013, and 12/18/2014.

APPENDIX A – BOARD ACTIONS

The Target Date Fund appropriate for the Participant’s age, as shown in the table below, is the default investment where no election has been made by the Participant.

Target Date Fund	Date of Birth From	Date of Birth To
Target Date 2060	July 1, 1993	
Target Date 2055	July 1, 1988	June 30, 1993
Target Date 2050	July 1, 1983	June 30, 1988
Target Date 2045	July 1, 1978	June 30, 1983
Target Date 2040	July 1, 1973	June 30, 1978
Target Date 2035	July 1, 1968	June 30, 1973
Target Date 2030	July 1, 1963	June 30, 1968
Target Date 2025	July 1, 1958	June 30, 1963
Target Date 2020	July 1, 1953	June 30, 1958
Target Date 2015	July 1, 1948	June 30, 1953
Target Date 2010	July 1, 1943	June 30, 1948
Target Retired		June 30, 1943

The Tier 2 Non-Vested Fund is the investment allocation for Employer Required Contributions that are not Vested.

401(k) Restatement Effective December 18, 2014

APPENDIX B – TIER 2 PROVISIONS

Section 7.10 Rules – In accordance with Title 49 of Utah State Code 11-204(14) and 11-612(3), URS may consolidate into one payment all monthly allowances (defined benefit) and any periodic defined contribution distributions. Also, URS may, upon the request of the retiree deduct from the retiree's allowance insurance premiums or other dues payable on behalf of the retiree, but only to those entities that have received deductions prior to February 1, 2002.

Section 7.11 Rules – Utah State Code 49-22-403(2) – The Administrator and a participating employer shall make accounting of years of service credit for a member who is a Participant under this part in order to calculate when the Participant would be eligible to receive a retirement allowance for purposes of establishing when the Participant may be eligible for a benefit tied to a retirement date that may be provided under Title 49 of the Utah State Code 403(2), Title 67 of the Utah State Code 19-14(4), another Utah State statute, or by a Participating Employer.