

**MARION COUNTY
401(k) EMPLOYEE SAVINGS PLAN**

2016 Restatement

**MARION COUNTY
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ARTICLE 1

GENERAL

1.1 Purpose. It is the intention of Marion County (the “Employer”) to continue to maintain the Marion County 401(k) Employee Savings Plan (the “Plan”) for the benefit of Eligible Employees of the Employer, in accordance with the provisions of Section 401 of the Code and in accordance with other provisions of law relating to defined contribution plans. Except as provided in Section 13.4, upon the transfer by the Employer of any funds to the Plan in accordance with the provisions of this Plan, all interest of the Employer therein shall cease and terminate, and no portion of such Plan assets shall be used for, or diverted to, purposes other than the exclusive benefit of Participants and their beneficiaries and the defrayal of reasonable expenses of administering the Plan.

1.2 Source of Funds. The Plan shall be funded and maintained by contributions of the Employer, by elective contributions and rollover contributions of Participants, and by such net earnings as are obtained from the investment of the assets of the Plan.

1.3 Governmental Plan Status. The Plan is a “governmental plan” within the meaning of Code Section 414(d). Accordingly, the Plan is exempt from various nondiscrimination and other qualifications standards that are otherwise applicable to retirement plans, including, but not limited to, the following:

(a) The general nondiscrimination rules of Code Section 401(a)(4) (per Code Section 401(a)(5)(G));

(b) The average deferral percentage (ADP) test and other nondiscrimination standards of Code Section 401(k)(3) (per Code Section 401(k)(3)(G));

(c) The minimum coverage standards of Code Section 410(b) (per Code Section 410(c)(1));

(d) The vesting requirements of Code Section 411 (per Code Section 411(e)(1)); and

(e) The top-heavy requirements of Code Section 416 (per Code Section 401(a)(10)(B)(iii)).

1.4 Effective Date. The Plan was established effective as of July 1, 1984. The provisions of the Plan as herein restated shall be effective for Plan Years beginning on and after January 1, 2016, except as specifically provided otherwise. Except as may be required by the Code, the rights of any person whose status as an Employee of the Employer has terminated shall be determined pursuant to the Plan as in effect on the date such employment terminated, unless a subsequently adopted provision of the Plan is made specifically applicable to such person.

ARTICLE 2

DEFINITIONS

When used in the Plan, certain terms are capitalized and have the respective meanings set forth in this Article or in certain other Articles of the Plan.

Account. "Account" means any of the various Accounts maintained under the Plan with respect to any Participant or any beneficiary of a deceased Participant.

Annual Addition. "Annual Addition" means with respect to a Participant for any Plan Year the sum of the total Elective 401(k) Contributions and Employer Contributions allocated to the Participant's Accounts for the Plan Year. Elective 401(k) Contributions are Annual Additions regardless of whether they result in excess deferrals, and further without regard to whether such excesses are corrected through distribution. Amounts allocated to an individual medical account (as defined in Code Section 415(l)(2)) forming part of a pension or annuity plan maintained by the Employer, and amounts attributable to post-retirement medical benefits allocated to the account of a key employee (as defined in Code Section 419A(d)(3)) under a welfare benefit fund maintained by the Employer, are also deemed to be Annual Additions.

Basic Employer Contributions. "Basic Employer Contributions" means the contributions of the Employer described in Section 4.3.

Basic Employer Contribution Account. "Basic Employer Contribution Account" means the Account established on behalf of a Participant to which Basic Employer Contributions are allocated.

Benefit Commencement Date. The term "Benefit Commencement Date" means with respect to any Participant the date as of which all events have occurred which entitle the Participant to receive or to begin to receive benefits under the Plan (or, in the case of a benefit payable in the form of an annuity, the first day of the first period for which such annuity is so payable).

Board of Commissioners. "Board of Commissioners" means the Board of Commissioners of the Employer, as from time to time constituted.

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

Compensation.

(a) A Participant's "Compensation" for any period is the sum of:

(i) The total compensation paid to the Participant by the Employer during that period which is currently treated as wages for income tax withholding purposes pursuant to Code Section 3401(a) (determined without regard to any rules under said Code Section that limit the remuneration included in wages based on the nature or location of the employment or the services performed); and

(ii) Other amounts that would be so treated as wages but for the Participant's election to have a portion of such wages contributed by the Employer on the Participant's behalf on a salary reduction basis to a program described under Section 125, 132(f), 401(k), 403(b) or 457(b) of the Code.

(b) Except as otherwise provided below, in order for a Participant's Compensation to be taken into account under the Plan for a Plan Year, the Compensation must be actually paid or made available to the Participant (of, if earlier, includible in the gross income of the Participant) within the Plan Year. For this purpose, Compensation is treated as paid on a date if it is actually paid on that date or it would have been paid on that date but for an election under Section 401(k), 403(b), 408(k), 408(p)(2)(A)(i), 457(b), 132(f) or 125. Notwithstanding the foregoing, Compensation for a Plan Year includes amounts earned during that Plan Year but not paid during that Plan Year solely because of the timing of pay periods and pay dates if: (i) these amounts are paid during the first few weeks of the next Plan Year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly-situated Participants; and (iii) no Compensation is included in more than one Limitation Year.

(c) In order for a Participant's Compensation to be taken into account for any Plan Year, the Compensation must be paid or treated as paid to the Participant prior to the Participant's Severance from Employment. Notwithstanding the foregoing, the post-severance payments described below shall qualify as Compensation for purposes of the Plan (including for purposes of allowing Elective 401(k) Contributions to be made with respect to such Compensation), but only if the payments are made within two and one-half months following the date of a Participant's Severance from Employment or, if later, by the end of the calendar year that includes the Severance from Employment:

(i) Payments that, absent a Severance from Employment, would have been paid to the Participant while the Participant continued in employment with the Employer and are regular compensation for services during the Participant's regular working hours, compensation for services outside the Participant's regular working hours (such as overtime or shift differential), commissions, bonuses or other similar compensation;

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

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

Any payment that is not described above shall not be considered Compensation if it is paid after the date of the Participant's Severance from Employment, even if it is paid within two and one-half months of such date. Thus, for example, Compensation does not include severance pay. It also does not include post-severance payments under an unfunded nonqualified deferred compensation plan unless the payments would have been paid at that time without regard to the Participant's Severance from Employment.

The foregoing rules that generally disregard Compensation paid after a Participant's Severance from Employment do not apply to payments to an individual who has separated from the service of the Employer by reason of qualified military service (as that term is defined in Code Section 414(u)(5)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer rather than entering qualified military service.

(d) The annual Compensation of each Participant taken into account in determining allocations for any Plan Year, and for purposes of applying the Code Section 415 Annual Addition limitation under Section 5.2(a) of the Plan, shall not exceed \$230,000, as adjusted for cost-of-living increases in accordance with Section 401(a)(17)(B) of the Code. For this purpose, "annual Compensation" means Compensation during the Plan Year or such other consecutive 12-month period over which Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual Compensation for the determination period that begins with or within such calendar year.

Domestic Partner. "Domestic Partner" means the individual whom Section 7.13 requires be treated as the same as the Participant's or alternate payee's Spouse.

Elective 401(k) Contributions. "Elective 401(k) Contributions" means the elective contributions made by Participants as described in Section 4.1.

Elective Deferral. "Elective Deferral" means with respect to any Participant for any period the sum of the contributions (if any) made on behalf of the Participant by an employer (whether or not the Employer):

(a) Under a cash or deferred arrangement (as defined in Code Section 401(k)) to the extent not includible in the Participant's gross income for that period pursuant to Code Section 402(e)(3) (determined without regard to Code Section 402(g));

(b) To an individual retirement plan pursuant to a simplified employee pension to the extent not includible in the Participant's gross income for that period under Code Section 402(h)(1)(B) (determined without regard to Code Section 402(g));

(c) Which was applied toward the purchase of an annuity contract or custodial account under Code Section 403(b) pursuant to a salary reduction agreement (within the meaning of Code Section 3121(a)(5)(D)); and

(d) As an elective employer contribution to a simple retirement account pursuant to Code Section 408(p)(2)(A)(i).

Eligible Employee.

(a) Each Employee who is a management employee or an elected official of the Employer shall be an "Eligible Employee."

(b) The term "Eligible Employee" shall expressly exclude as with respect to any period a leased employee (including a Leased Employee described in Section 3.2), an

independent contractor, or any other individual performing services for the Employer who for the period at issue had not been treated by the Employer as an Employee for employment tax purposes.

Employee. “Employee” means a common-law employee or an elected official of the Employer.

Employer. The “Employer” means Marion County, Oregon.

Employer Contributions. “Employer Contributions” mean any Basic Employer Contributions that may be made to the Plan by the Employer on behalf of a Participant.

Employment Commencement Date. An Employee’s “Employment Commencement Date” means the first date on which the Employee performs duties for an Employer as an Eligible Employee. Notwithstanding the foregoing, the “Employment Commencement Date” of an Employee who returns to service following his or her Severance Date shall mean the first date on which the Employee performs duties for an Employer as an Employee following such Severance Date.

Excess Deferrals. “Excess Deferrals” with respect to a Participant for any Plan Year means that portion of the Participant’s Elective 401(k) Contributions, if any, in excess of the dollar limitation set forth in Section 5.3 as applicable to such Participant for such Plan Year.

Limitation Year. “Limitation Year” means the 12 consecutive month period ending on December 31.

Married. Effective as of June 26, 2013, participating in a lawful marriage (as defined under the law of the state in which the marriage occurred) between two people of the same or opposite sex.

Normal Retirement Date. A Participant’s “Normal Retirement Date” shall be the Participant’s sixty-fifth birthday.

Participant. A “Participant” is (a) a current Employee of the Employer who has become eligible to participate in the Plan pursuant to Section 3.1, or (b) a former Employee for whose benefit an Account in the Plan is maintained.

Plan. “Plan” means the Marion County 401(k) Employee Savings Plan, as in effect from time to time.

Plan Administrator. The “Plan Administrator” is the Employer, or such other person or entity designated under Section 11.1 to serve as the administrator and named fiduciary of the Plan.

Plan Sponsor. “Plan Sponsor” means Marion County, Oregon.

Plan Year. A “Plan Year” is the 12 consecutive month period ending on December 31.

Rollover Account. “Rollover Account” means an Account maintained under the Plan on behalf of a Participant as described in Section 4.5. Separate subaccounts may be maintained under the Rollover Account to separately account for the qualified rollover contributions made by Participants, and the earnings attributable to such contributions.

Severance from Employment. An Employee has a “Severance from Employment” when the Employee ceases to be an Employee of the Employer. An Employee does not incur a Severance from Employment if, in connection with a change in employment, the Employee’s new employer maintains the Plan with respect to the Employee. An individual whose status changes from an Employee to a Leased Employee shall not be deemed to have incurred a Severance from Employment.

Spouse. Effective as of June 26, 2013, a person to whom the Participant or alternate payee is Married.

Valuation Date. The “Valuation Date” with respect to each Account maintained under an Investment Fund is the date as of which the institution managing such Investment Fund customarily values each such fund or the Accounts thereunder. Every Account maintained under the Plan shall be valued at least once each Plan Year. A Participant’s or beneficiary’s interest in the Plan as of any date shall be based on the value of such individual’s Accounts as of the Valuation Date with respect to such Accounts coinciding with or immediately preceding the date as of which such determination is made.

ARTICLE 3

ELIGIBILITY

3.1 General Eligibility Requirements.

(a) Every Participant in the Plan as of the effective date of this Plan restatement shall continue as such, subject to the provisions of the Plan.

(b) Every other Eligible Employee shall be eligible to participate in the Plan immediately upon becoming an Eligible Employee.

3.2 Leased Employees.

(a) To the extent required by Section 414(n) of the Code and the regulations thereunder, a Leased Employee shall be treated as an Employee. A "Leased Employee" means any individual who is not an Employee and who provides services for the Employer if:

(i) Such services are provided pursuant to an agreement between the Employer and any other person;

(ii) Such individual has performed services for the Employer (or a related person within the meaning of Section 144(a)(3) of the Code) on a substantially full-time basis for a period of at least one year; and

(iii) Such services are performed under the primary control or direction of the Employer.

(b) Notwithstanding any other provision of the Plan, a Leased Employee shall not be eligible to participate in this Plan, unless expressly provided otherwise.

3.3 Transferred Participants. A Participant who while continuing in the employ of the Employer ceases to be an Eligible Employee (a "Transferred Participant") shall not be considered to have incurred a termination of employment, service, or except as provided below in the next sentence, be eligible for participation for purposes of the Plan. No Basic Employer Contributions shall be credited to the Accounts of a Transferred Participant, nor may Elective 401(k) Contributions be made by the Transferred Participant, with respect to any period during which that individual is a Transferred Participant, but for all other purposes of the Plan, a Transferred Participant shall be considered a Participant.

ARTICLE 4

CONTRIBUTIONS

4.1 Elective 401(k) Contributions.

(a) Subject to the provisions of this Article 4 and Article 5, including the annual limit on the amount of Elective 401(k) Contributions prescribed in Section 5.2, each Participant may elect to contribute to the Plan for each payroll period a stated portion of the Participant's Elective Contribution Compensation for that payroll period (which amount is hereafter referred to as an "Elective 401(k) Contribution"). All Elective 401(k) Contributions made by Participants shall be effected by salary reduction. The amount of the Elective 401(k) Contribution for the payroll period cannot exceed the amount of wages available to be paid to the Participant for that payroll period after taking into account the withholding of other benefits and applicable income and employment taxes from the Participant's wages. For purposes of administrative convenience, for Plan Years beginning on or after January 1, 2009, the Plan Administrator may impose a uniform Elective 401(k) Contribution limit of not less than 75% of each Participant's Compensation for a payroll period. An Eligible Employee shall have the opportunity to make or change an Elective 401(k) Contribution election at least once each Plan Year.

(b) For purposes of this Section 4.1, a Participant's Elective Contribution Compensation means Compensation as defined in Article 2. However, a Participant's Elective Contribution Compensation shall continue to include amounts contributed on the Participant's behalf on a salary reduction basis to a program described in Code Section 125, 132(f), 401(k), 403(b) or 457(b).

(c) A Participant may elect to have Elective 401(k) Contributions commence as of the date the Participant first becomes eligible to participate in the Plan. A Participant's Elective 401(k) Contribution election, once made, shall govern until modified or suspended as hereinafter provided. A Participant may elect to subsequently increase or decrease such contribution rate under the Plan's policies and procedures as in effect from time to time by timely submitting the required form to the Plan Administrator or its delegate. A Participant may also prospectively suspend the making of Elective 401(k) Contributions as of the last day of any payroll period by timely submitting the required form to the Plan Administrator or its delegate.

(d) Elective 401(k) Contributions shall be allowed under the Plan pursuant to a Participant's election only if the contributions are made after the Participant performs the service relating to such contributions (or when the cash or other taxable benefit would be currently available, if earlier). However, the foregoing rule shall not apply merely because contributions for a pay period are occasionally made before the services with respect to that pay period are performed, provided the contributions are made early in order to accommodate bona fide administrative considerations and are not paid early with a principal purpose of accelerating deductions.

(e) Notwithstanding any provision of Article 7 to the contrary, a Participant's Elective 401(k) Contributions, and the income allocable to such contributions, shall not be

distributable prior to the Participant's Severance from Employment, death or disability; provided, however, that such amounts may also be distributed upon any of the following events:

(i) The termination of the Plan without the Employer maintaining another defined contribution plan (other than an employee stock ownership plan as defined in Code Section 4975(e)(7) or 409(a), a simplified employee pension plan as defined in Code Section 408(k), a SIMPLE IRA plan as defined in Code Section 408(p), a plan or contract described in Code Section 403(b) or a plan described in Code Section 457(b) or (f) at any time during the period beginning on the date of Plan termination and ending 12 months after all assets have been distributed from the plan. Such a distribution must be made in a lump sum;

(ii) An age 59½ withdrawal made pursuant to Section 7.9(b); or

(iii) A hardship withdrawal described in Section 7.9(c).

(f) The Plan Administrator in its discretion may from time to time adopt such administrative rules and procedures, and may impose other guidelines and limitations, in regard to the election of Elective 401(k) Contributions chosen to be made by Participants for the purpose of assuring that the various limitations prescribed under this Article 4 and Article 5 are satisfied. Such permissive actions specifically include the power to suspend or discontinue Elective 401(k) Contributions which a Participant has otherwise elected to make for a Plan Year.

4.2 Catch-Up Contributions.

(a) Each Participant who is eligible to make Elective 401(k) Contributions under this Plan for a Plan Year, and who will have attained age 50 on or before the last day of the Plan Year, shall be eligible to make catch-up contributions in accordance with, and subject to the limitations of, Section 414(v) of the Code.

(b) Catch-up contributions are Elective 401(k) Contributions made to the Plan that are in excess of an otherwise applicable Plan limit. An otherwise applicable Plan limit is a limit prescribed under the Plan that applies to Elective 401(k) Contributions without regard to catch-up contributions, such as the limits on annual additions and the dollar limitation on Elective Deferrals under Code Section 402(g) (not counting catch-up contributions).

(c) The amount of a Participant's catch-up contributions for a Plan Year may not exceed the applicable dollar limit on catch-up contributions for the Plan Year. The applicable dollar limit on catch-up contributions is \$5,000 for 2008. After 2008, the \$5,000 limit will be adjusted from time to time for cost-of-living increases pursuant to Code Section 414(v)(2)(C).

(d) Except as otherwise provided in this Section 4.2, Elective 401(k) Contributions treated as catch-up contributions shall be subject to the statutory and regulatory rules otherwise applicable to Elective Deferrals.

(e) Catch-up contributions shall not be taken into account for purposes of the provisions of the Plan implementing the required limitations of Sections 402(g) and 415 of the Code. Moreover, the Plan shall not be treated as failing to satisfy the provisions of the Plan

implementing the requirements of Section 401(k)(3), 401(k)(11), 401(k)(12), 410(b) or 416 of the Code, as applicable, by reason of the making of such catch-up contributions by an eligible Participant.

(f) The Plan shall not be permitted to offer catch-up contributions unless all “catch-up eligible participants” (as defined in subsection (j) below) who participate under any other applicable employer plan (also as defined in subsection (j) below) maintained by the Employer are provided with an effective opportunity to make the same dollar amount of catch-up contributions. A plan fails to provide an effective opportunity to make catch-up contributions if it has an applicable limit (e.g., an employer-provided limit) that applies to a catch-up eligible participant and does not permit the participant to make Elective Deferrals in excess of that limit. An applicable employer plan does not fail to satisfy the universal availability requirement described in this subsection (g) solely because an employer-provided limit does not apply to all employees or different limits apply to different groups of employees. However, a plan may not provide lower employer-provided limits for catch-up eligible participants.

(g) An applicable employer plan does not fail to satisfy the universal availability requirement described in this subsection (g) above merely because:

(i) The plan allows participants to defer an amount equal to a specified percentage of compensation for each payroll period, and for each payroll period permits each catch-up eligible participant to defer a pro-rata share of the applicable dollar catch-up limit in addition to that amount;

(ii) The plan restricts the Elective Deferrals of any employee (including a catch-up eligible participant) to amounts available after other withholdings from the employee’s pay (e.g., after deduction of all applicable income and employment taxes). For this purpose, an employer limit of 75% of compensation or higher will be treated as limiting employees to amounts available after other withholdings;

(iii) Employees who are Members of a Collective Bargaining Unit are not provided the opportunity to make catch-up contributions; or

(iv) Another applicable employer plan that is a section 457 eligible governmental plan does not provide for catch-up contributions.

(h) If an applicable employer plan satisfied the universal availability requirement of subsection (g) above before an acquisition or disposition described in IRS Regulation Section 1.410(b)-2(f), and would fail to satisfy the universal availability requirement merely because of such event, then the applicable employer plan shall continue to be treated as satisfying the universal availability requirement through the end of the period determined under Code Section 410(b)(6)(C)(ii).

(i) For purposes of subsection (c) above, all applicable employer plans, other than Section 457 eligible governmental plans, maintained by the Employer shall be treated as one plan, and all Section 457 eligible governmental plans maintained by the Employer are treated as one plan. Thus, the total amount of catch-up contributions under all applicable employer plans of the Employer (other than Section 457 eligible governmental plans) shall be limited to the

applicable dollar catch-up limit for the applicable year, and the total amount of catch-up contributions for all Section 457 eligible governmental plans of the Employer shall be limited to the applicable dollar catch-up limit for the taxable year. If a catch-up eligible participant makes additional Elective Deferrals in excess of an applicable limit under more than one applicable employer plan that is aggregated under the rules prescribed above, the applicable employer plan under which Elective Deferrals in excess of an applicable limit are treated as catch-up contributions is permitted to be determined in any manner that is not inconsistent with the manner in which such amounts were actually deferred under the plan.

(j) The definitions prescribed below shall apply for purposes of this Section 4.2.

(i) Applicable Employer Plan. An “applicable employer plan” means a Section 401(k) plan, a SIMPLE IRA plan as defined in Code Section 408(p), a simplified employee pension plan as defined in Code Section 408(k) (SEP), a plan or contract that satisfies the requirements of Code Section 403(b) or a Code Section 457 eligible governmental plan.

(ii) Catch-up Eligible Participant. An Employee is a “catch-up eligible participant” with respect to an applicable Employer plan for a Plan Year if:

(A) The Employee is eligible to make Elective Deferrals under an applicable employer plan (without regard to Code Section 414(v) or this Section 4.2); and

(B) The Employee’s 50th or higher birthday would occur before the end of the Plan Year.

4.3 Basic Employer Contributions. Subject to the right reserved to the Employer to alter, amend or discontinue this Plan, the Employer shall make Basic Employer Contribution on behalf of eligible Participants for a Plan Year in the amount prescribed below.

(a) Each Participant who during the Plan Year is employed by the Employer as a Department Head, Commissioner or an elected official, shall be allocated a Basic Employer Contribution equal to 7.5% of the Participant’s Compensation attributable to service performed by the Participant for such Plan Year while serving in such position.

(b) Each Participant who during the Plan Year is employed by the Employer as a Management Employee (other than a Department Head, Commissioner or elected official) shall be allocated a Basic Employer Contribution equal to 2.5% of the Participant’s Compensation attributable to service performed by the Participant for such Plan Year while serving in such position.

4.4 No Voluntary Employee Contributions. Participants are neither required nor permitted to make voluntary, after-tax contributions under the Plan.

4.5 Rollover Contributions. Subject to the following terms and conditions, the Plan Administrator shall permit a Participant to make or direct a Rollover Contribution to the Plan. For purposes of this Section 4.5, a "Rollover Contribution" means both (1) the Participant's contribution to the Plan, pursuant to Code Section 402(c), of money paid to the Participant in an

Eligible Rollover Distribution and (2) an Eligible Rollover Distribution of money transferred to the Plan on behalf of the Participant in a direct trustee-to-trustee transfer pursuant to Code Section 401(a)(31) (and also pursuant to Code Section 403(b)(10) in the case of an annuity contract described in Code Section 403(b); and also pursuant to Code Section 457(d)(1)(C) in the case of an eligible deferred compensation plan described in Section 4.5(a)(iv)).

(a) Except as prescribed herein, the Plan shall accept a Rollover Contribution on behalf of a Participant from the following sources:

(i) An employees' trust described in Code Section 401(a) which is exempt from tax under Code Section 501(a), including without limitation the Oregon Public Employees Retirement System while it is such an employee's trust.

(ii) An annuity plan described in Code Section 403(a).

(iii) An annuity contract described in Code Section 403(b).

(iv) An eligible deferred compensation plan described in Code Section 457(b) which is maintained by an employer described in Code Section 457(e)(1)(A) (a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state), including without limitation the Marion County Deferred Compensation Plan while it is such an eligible deferred compensation plan.

(v) An individual retirement account described in Code Section 408(a).

(vi) An individual retirement annuity described in Code Section 408(b) (other than an endowment contract).

(b) The Plan shall not accept any of the following:

(i) A Rollover Contribution of money paid to the Participant in an Eligible Rollover Distribution received by the Participant more than 60 days before the date the Plan would receive the Rollover Contribution.

(ii) A Rollover Contribution from a Roth IRA described in Code Section 408A(b) or from a designated Roth contribution account maintained under a Code Section 401(k), 403(b), or 457(b) plan.

(iii) A Rollover Contribution of an amount not includible in gross income, including without limitation after-tax employee contributions.

(c) For purposes of this Section 4.5, an Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Participant, except that an Eligible Rollover Distribution does not include any of the following:

(i) Any distribution 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 employee or the joint lives (or joint life expectancies) of the employee and the

employee's designated beneficiary (within the meaning of Code Section 402(c)(4)(A)(i)), or for a specified period of ten years or more.

(ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9).

(iii) Any distribution made upon the hardship (within the meaning of Code Section 402(c)(4)(C)) of the employee.

(iv) Any other distribution designated in Treasury regulations, or by the Commissioner of Internal Revenue Service pursuant to Treasury regulations, as not an eligible rollover distribution within the meaning of Code Section 402(c)(4).

(d) The Plan shall not accept a Rollover Contribution unless the Plan Administrator reasonably concludes that the contribution satisfies the requirements under the Internal Revenue Code for an Eligible Rollover Distribution to be transferred to the Plan without the inclusion of any of the amount transferred in gross income.

(e) A Rollover Contribution on behalf of a Participant shall be allocated as of the date received to a separate Rollover Account established and maintained on the Participant's behalf. A Participant shall at all times be fully vested and have a nonforfeitable interest in the balance of his or her Rollover Account.

(f) If the Plan accepts an invalid Rollover Contribution based on the Plan Administrator's reasonable conclusion that the contribution is a valid Rollover Contribution but the Plan Administrator later determines that the contribution was an invalid Rollover Contribution, the Plan shall distribute to the affected Participant the amount of the invalid Rollover Contribution, plus any earnings attributable thereto, within a reasonable time after such determination.

ARTICLE 5

CONTRIBUTION LIMITATIONS

5.1 Participants' Accounts. For each Participant there shall be maintained, as applicable, a separate Elective 401(k) Contribution Account, a separate Basic Employer Contribution Account, a separate Rollover Account and such other separate Accounts as may be appropriate. Each Account shall be credited with the amount of contributions, interest and earnings, and shall be charged with all distributions, withdrawals and losses, allocated to such Account.

5.2 Annual Addition Limitation.

(a) Except to the extent permitted under Section 4.2 and Section 414(v) of the Code, if applicable, the Annual Additions that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(i) \$49,000, as adjusted for increases in the cost-of-living under Section 415(d) of the Code; or

(ii) 100 percent of the Participant's Compensation for the Limitation Year.

(b) A restorative payment that is allocated to a Participant's Account under the Plan does not give rise to an Annual Addition for any Limitation Year. For this purpose, restorative payments are payments made to restore losses resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated with respect to the payments. Payments to make up for losses due merely to market fluctuations, and other payments that are not made on account of a reasonable risk of liability for breach of a fiduciary duty, are not restorative payments.

(c) Amounts (if any) that are includible in a Participant's gross income under the rules of Code Section 409A, or because the amounts are constructively received by the Participant, are items includible as Compensation for purposes of applying the Annual Addition limitation prescribed in this Section 5.2.

5.3 Dollar Limitation on Elective 401(k) Contributions.

(a) Subject to Section 4.2 above, the applicable dollar limit on the aggregate amount that a Participant shall be permitted to make as an Elective Deferral under this Plan, and under any other plan, contract or arrangement maintained by the Employer, for any calendar year shall be \$15,500 (or such other dollar limit in effect under Section 402(g) of the Code for such year).

(b) If a Participant's Elective Deferrals with respect to any calendar year exceeds the annual dollar limit prescribed above, the Participant may notify the Plan Administrator in writing prior to April 1 next following the close of such calendar year of his election to have all or a portion of such "Excess Deferral" (and the amount thereof) to be assigned under this Plan. A Participant shall be deemed to have so notified the Plan Administrator of such Excess Deferrals

calculated by taking into account Elective Deferrals for the applicable calendar year made under this Plan and all other plans maintained by any employer. Upon such actual or deemed notification, and without regard to any other provision of the Plan, the Plan shall distribute to the Participant prior to the April 15 following immediately thereafter the Participant's Excess Deferral so assigned under this Plan, plus any income attributable thereto through the end of such calendar year.

(c) Excess Deferrals arising under the Plan shall continue to be treated as contributions made by an Employer for purposes of the Plan, even if distributed to a Participant in accordance with subsection (b) above; except that the amount of any Excess Deferrals distributed to a Participant in accordance with subsection (b) above shall not be treated as an Elective 401(k) Contribution for purposes of the Annual Addition Limitation prescribed under Section 5.2.

ARTICLE 6

VESTING OF BENEFITS

6.1 Immediately Vested Accounts. A Participant shall at all times be fully vested and have a nonforfeitable right to the value of all of his or her Accounts when under the Plan, including the Elective 401(k) Contribution Account, Basic Employer Contribution Account and, if applicable, Rollover Contribution Account.

ARTICLE 7

DISTRIBUTIONS

Upon a Participant's retirement, resignation or death, or upon a Participant's Severance from Employment, the Participant, or in the event of death, his or her beneficiary, shall be entitled to receive from the Plan an amount equal to the sum of the vested balances of the Participant's Accounts under the Plan. The right of all persons to receive any payments under this Plan shall be subject to the provisions of this Article 7 concerning the time and manner of making distributions.

7.1 Distributions to Participants. Benefits under the Plan which become payable to any Participant shall be distributed, as the Participant may elect, in a lump sum payment, or in the case of an Eligible Rollover Distribution, by a direct transfer to an Eligible Retirement Plan, as provided in Section 7.11.

7.2 Distributions to Beneficiaries.

(a) Except as otherwise provided in Section 7.11, benefits under the Plan which are distributable by reason of the Participant's death shall be distributed in a lump sum to the person effectively designated by the Participant as his or her beneficiary.

(b) To be effective, the designation of beneficiary by a Participant must be filed with the Plan Administrator in such written form as the Plan Administrator requires and may include contingent or successive beneficiaries. Notwithstanding the foregoing, any designation by a Participant who is Married at the time of his or her death which fails to name his or her surviving Spouse as the sole, primary beneficiary shall not be effective unless such surviving Spouse has consented to the designation as provided in Section 7.7. In addition, any designation by a Participant who is a partner in a Domestic Partnership, as defined in ORS 106.310, at the time of his or her death which fails to name his or her surviving Domestic Partner as the sole, primary beneficiary shall not be effective unless such surviving Domestic Partner has consented to the designation as provided in Section 7.7. A Participant may change his or her beneficiary designation at any time by filing with the Plan Administrator a new beneficiary designation (with such spousal or Domestic Partner consent as may be required).

(c) If a Participant dies and has not filed an effective beneficiary designation or has revoked all such designations, or has filed an effective designation but the designated beneficiary or beneficiaries predeceased the Participant, the distributable portion of the Participant's Accounts shall be paid to the Participant's surviving Spouse or surviving Domestic Partner or, if the Participant does not have a surviving Spouse or surviving Domestic Partner, to the executor or administrator of the Participant's estate.

(d) If the beneficiary, having survived the Participant, shall die prior to the final and complete distribution of the Participant's Accounts, then the distributable portion of said Account shall be paid to the contingent or successive beneficiary, named in the most recent effective beneficiary designation filed by the Participant in accordance with such designation,

who survives the beneficiary. If no such beneficiary has been named or survives the beneficiary, payments shall be made in the following order of priority:

(i) To the surviving Spouse or surviving Domestic Partner of the Participant who survives the beneficiary;

(ii) If no such Spouse or Domestic Partner survives the beneficiary, then to the children of the Participant in equal shares who survive the beneficiary, with a share by right of representation to the then surviving children of any deceased child; or

(iii) If no such Spouse, Domestic Partner, child, or grandchild survives the beneficiary, then to the Participant's estate.

(e) A Participant's beneficiary may either be a natural person or a trust, the beneficiary of which is a natural person.

7.3 Commencement of Distributions.

(a) Except as otherwise provided in this Section 7.3, a Participant who is eligible for a distribution from the Plan may request to receive all or part of the distributable balance of his or her Accounts at any time. The processing of such distribution request shall be subject to administrative rules and procedures established by the Plan Administrator, and shall be expressly conditioned upon the submission of a properly completed distribution election form and other documents prescribed by the administrative practices of the Plan Administrator, the Plan or applicable law.

(b) Except as otherwise provided in this Section 7.3 and in Section 7.12, the timing of the commencement of the distribution of a Participant's Accounts under the Plan shall be subject to the rules prescribed below.

(i) Except as otherwise provided in paragraph (ii) below, distribution of the Participant's Accounts under the Plan shall be made or commence no later than the 60th day after the close of the Plan Year in which falls (A) the Participant's Normal Retirement Date; (B) the 10th anniversary of the date the Participant commenced participation in the Plan occurs; or (C) the date the Participant terminates his or her employment with the Employer, whichever is latest.

(ii) Subject to subsection (c) below, a Participant who terminates employment and who attains age 70½ after 1995 shall have the option of deferring the commencement of the distribution of his or her Accounts until the later of the following dates, as the Participant may elect:

(A) April 1 of the calendar year during which the Participant attains age 70½; or

(B) April 1 of the calendar year during which the Participant's employment with the Employer terminates.

A Participant will be deemed to have selected the commencement date prescribed in subsection (B) above, unless the Participant affirmatively selects the date prescribed in subsection (A) above, or any earlier date.

(c) In no event shall a distribution from a terminated Participant's Account be made or commence prior to the Participant's Normal Retirement Date without the Participant's written consent.

7.4 Deferred Distributions. If the distribution of all or any portion of a Participant's Accounts is deferred, the undistributed vested balance of such Accounts shall share in the net earnings or losses (including the net adjustments in the value) of the Investment Fund.

7.5 Unclaimed Distributions. In the event any distribution cannot be made because the person entitled thereto cannot be located and the distribution remains unclaimed for five years after the distribution date established by the Plan Administrator, then such amount shall be restored to the Participant's Accounts.

7.6 Distributions in Kind. The Plan Administrator shall be authorized in its sole discretion to make distributions in kind. In the event any distributions to a Participant are made in kind, the assets so distributed shall be valued at their fair market value as of the date of distribution or as close to such date as is reasonably practicable.

7.7 Form of and Consent to Elections.

(a) Any election, revocation of an election, application for benefits or beneficiary designation made under the Plan shall not be effective unless it is (i) made on such form, if any, as the Plan Administrator may prescribe for such purpose; (ii) in writing; (iii) signed by the Participant or Spouse as the case may be; and (iv) filed with the Plan Administrator.

(b) In addition, any designation of beneficiary to be made under Section 7.2(a) by a Married Participant must be consented to by the Participant's Spouse, and any designation of beneficiary to be made under Section 7.2(a) by a Participant who is a partner in a Domestic Partnership, as defined in ORS 106.310, must be consented to by the Participant's Domestic Partner. Such consent must be in writing, must acknowledge its effect, and must be witnessed by a Plan representative or notary public. Once consented to by the Spouse or Domestic Partner, a Participant's designation of beneficiary may not be changed during the period of marriage or Domestic Partnership, as defined in ORS 106.310, without the Spouse's or Domestic Partner's further consent.

(c) Notwithstanding subsection (b) above, the consent of the Spouse or Domestic Partner of a Participant is not required if, at the time of filing such election, the Participant establishes to the satisfaction of the Plan Administrator that the consent of the Spouse or Domestic Partner cannot be obtained because there is no Spouse or Domestic Partner, such Spouse or Domestic Partner cannot be located, or by reason of such other circumstances as may be prescribed by regulations.

(d) Any consent of a Spouse or Domestic Partner (or establishment that the consent cannot be obtained) shall be effective only with respect to that Spouse or Domestic Partner.

(e) Any notice to, or any election or consent to be made by, a Participant or other individual may be made through the use of email or other electronic system, subject to the conditions prescribed below.

(f) In order to use the electronic system, the following general standards must be satisfied:

(i) The timing and content rules prescribed under pertinent regulations that otherwise apply to the notice, election, or consent at issue must be met;

(ii) The electronic system must be designed to provide information in a manner that is no less understandable than if provided as a written paper document;

(iii) The electronic system must be designed to alert the Participant or other recipient, at the time the notice is provided, of the significance of the information (including the subject matter of the notice), and provide any instructions needed to access the notice in a manner that is readily understandable; and

(iv) The electronic notice, election or consent, as applicable, must be maintained in a form capable of being retained and accurately reproduced for later reference.

(g) The consent by the Participant to the use of the electronic system with respect to any notice is not required, provided that:

(i) The Participant is advised that, upon request, the notice will be provided in written form on paper at no charge; and

(ii) The Participant is effectively able to access the electronic system used to provide the notice.

(h) In regard to elections, the following additional electronic system standards shall apply:

(i) The Participant or other person making the election must be effectively able to access the electronic system in order to make the election;

(ii) The electronic system used must be reasonably designed to preclude any person other than the appropriate individual from making the election;

(iii) The electronic system must provide the Participant or other person making the election with a reasonable opportunity to review, confirm, modify or rescind the terms of the election before the election becomes effective;

(iv) The Participant or other person making the election must receive, within a reasonable time, a confirmation of the election through either the consumer consent delivery method, or the alternative delivery method of the notice requirements; and

(v) In the case of a Participant election that must be witnessed by a plan representative or a notary public (such as a spousal or Domestic Partner consent), the signature of the individual making the election is witnessed in the physical presence of the plan representative or notary public. In this regard, an electronic notarization acknowledging a signature that is made in accordance with Section 101(g) of the federal E-SIGN statute and state law applicable to notary publics will not be denied legal effect if the signature of the individual is witnessed in the physical presence of a notary public.

7.8 In-Service Withdrawals.

(a) A Participant on whose behalf a Rollover Account is maintained may withdraw part or all of the balance of such Account at any time.

(b) Any Participant who has attained age 59½ may withdraw part or all of the balance of his or her Elective 401(k) Contribution Account while employed by the Employer.

(c) Any Participant may withdraw from his or her Elective 401(k) Contribution Account part or all of the sum of the Elective 401(k) Contributions contributed to the Plan (but not the earnings thereon), to the extent not previously withdrawn, if the withdrawal is made on account of a hardship within the meaning of Section 7.9 below.

(d) To effectuate a withdrawal, a Participant must submit the required form to the Plan Administrator, and must indicate on such form the amount requested to be withdrawn. The Plan Administrator may establish a policy and procedures regarding the order in which withdrawals are to be charged against particular Investment Funds and against particular Accounts maintained under such Investment Funds, and in regard to minimum withdrawal amounts.

(e) A Participant making a hardship withdrawal shall be suspended from making further Elective 401(k) Contributions to the Plan until the beginning of the first payroll period coincident with or next following the end of a period of six months commencing with the date of such withdrawal.

7.9 Financial Hardship Standards.

(a) For purposes of Section 7.8, a withdrawal shall be deemed to be made on account of a Participant's hardship only if the withdrawal (i) is made on account of an immediate and heavy financial need of the Participant, and (ii) is necessary to satisfy such financial need.

(b) A withdrawal shall be deemed to be made on account of an immediate and heavy financial need of a Participant if the withdrawal is on account of:

(i) Medical expenses described in Code Section 213(d) incurred by the Participant, the Participant's Spouse, or any dependent or primary beneficiary of the Participant, or necessary for those persons to obtain the medical care described in Code Section 213(d);

- (ii) Costs directly related to the purchase (excluding mortgage payments) of a principal residence of the Participant;
- (iii) Payment of tuition, related educational fees, and room and board costs for the next 12 months of post-secondary education for the Participant, or the Participant's Spouse, children, dependents (as defined in Code Section 152) or a primary beneficiary;
- (iv) Costs needed to prevent the eviction from, or the foreclosure on the mortgage of, the Participant's principal residence;
- (v) Costs for burial or funeral expenses for the Participant's deceased parents, Spouse, children, dependents (as defined in Code Section 152) or a primary beneficiary;
- (vi) Expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code Section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or
- (vii) Such other costs as the Commissioner of the Internal Revenue may prescribe.

For purposes of this subsection (b), a Participant's "primary beneficiary" is an individual who is designated as a beneficiary of the Participant under the Plan, and who has an unconditional right to all or a portion of the balance of the Participant's Accounts under the Plan upon the Participant's death.

For purposes of the foregoing, a Participant's dependent shall be as defined in Code Section 152, without regard to Code Section 152(d)(1)(B).

(c) A distribution shall be deemed necessary to satisfy an immediate and heavy financial need only if:

- (i) The distribution is not in excess of the amount necessary to satisfy the Participant's immediate and heavy financial need (which may include amounts necessary to pay federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);
- (ii) The Participant has first obtained all distributions and withdrawals, other than hardship withdrawals, and all nontaxable loans currently available under all plans maintained by the Employer;
- (iii) The Participant is precluded, under the terms of a legally enforceable agreement, from making any further Elective 401(k) Contributions, and from having any further elective Employee contributions and qualified nonelective contributions made on the Participant's behalf under this Plan or any other plan maintained by the Employer, until the beginning of the first payroll period coincident with or next following the end of a period of six months commencing with the date of such withdrawal. For purposes of this paragraph (iv) "any other plan" includes all qualified and nonqualified plans of deferred compensation, all stock option, stock bonus and similar plans, and any cash or

deferred arrangement that is part of a cafeteria plan within the meaning of Code Section 125; but the term does not include a health or welfare plan, including one that is part of a cafeteria plan within the meaning of Section 125; and

(iv) The distribution meets such other requirements as the Commissioner of Internal Revenue may prescribe.

(d) The denial of a Participant's request for a hardship withdrawal shall be treated as a denial of a claim for a benefit under the Plan, and shall thus be subject to the claim review provisions set forth under Section 11.4.

7.10 Loans.

(a) Upon the request of a Participant, the Plan Administrator may authorize a loan to such Participant. Loans shall be made available to all Participants on a reasonably equivalent basis; provided, however, that no loan shall be made to a Participant who has terminated employment with the Employer.

(b) The amount of any loan to a Participant may not be less than \$1,000, nor shall it exceed the lesser of:

(i) 50 percent of the amount which the Participant would be entitled to receive from the Plan, if any, if the Participant then had resigned from the service of the Employer; and

(ii) \$50,000, reduced by the excess (if any) of:

(A) The highest outstanding balance of the Participant's loans from the Plan, or from any other qualified plan maintained by the Employer, during the one-year period ending on the date before the date on which the loan was made, over

(B) The outstanding balance of the Participant's loans from the Plan, or from any other qualified plan maintained by the Employer, on the date on which such loan was made.

(c) Loans shall be made on such terms as the Plan Administrator may prescribe, provided that any loan shall be evidenced by a note, shall bear a rate of interest on the unpaid principal thereof commensurate with that charged by persons in the business of lending money for loans which would be made under similar circumstances, and shall be secured by the Participant's Accounts and any other security as the Plan Administrator in its discretion deems appropriate. All loans made under the Plan shall be subject to an administrative service charge.

(d) All loans shall be repaid by the Participant by payroll deductions or any other method approved by the Plan Administrator at least quarter-annually. All loans shall be repaid over a period not to exceed five years, or such longer reasonable period as the Plan Administrator may permit in the case of any loan used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as the principal residence of the Participant, in accordance with a substantially level amortization schedule.

(e) Loans shall be deemed to be an earmarked investment of the Plan by the Participant with respect to his or her Accounts. The interest paid on such loans, together with any income or expenses associated with any such loans, shall be credited or charged, as the case may be, to the Account or Accounts of the Participant from which such loan was made.

(f) The Plan Administrator shall establish a policy and procedures regarding the order in which loans are to be charged against particular investment funds and against the particular Accounts maintained under such investment funds.

(g) If as of the Participant's Benefit Commencement Date there remains any unpaid balance of any loan, including any unpaid interest, such unpaid balance shall be charged first against his or her Accounts, before distribution to the Participant. If after charging the Participant's Accounts with the unpaid balance of the loan, including any unpaid interest, there still remains an unpaid balance of any such loan and interest, then the remaining unpaid balance of such loan and interest shall be charged against any property pledged as security with respect to such loan.

(h) The terms and conditions of a loan program initiated pursuant to this Section 7.10 shall be contained in a written document forming part of the Plan. Such document shall include the following information:

- (i) The identity of the person or persons authorized to administer the loan program;
- (ii) The procedure for applying for loans;
- (iii) The basis on which loans shall be approved or denied;
- (iv) Limitations (if any) on the types and amount of loans offered;
- (v) The procedure under the program for determining a reasonable rate of interest;
- (vi) The types of collateral which may secure a Participant loan; and
- (vii) The events constituting default and the steps that will be taken to preserve Plan assets in the event of such default.

7.11 Direct Rollovers. Despite any contrary provision of the Plan, a Distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section 7.11:

(a) Direct Rollover: A Direct Rollover is a payment by the Plan to an Eligible Retirement Plan specified by the Distributee.

- (b) Distributee: A Distributee includes any of the following:
 - (i) An employee or former employee.
 - (ii) An employee's or former employee's surviving Spouse.
 - (iii) An employee's or former employee's Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).
 - (iv) A Designated Beneficiary.

(c) Designated Beneficiary: A Designated Beneficiary is an employee's or former employee's beneficiary meeting either of the following requirements:

- (i) The beneficiary:
 - (A) Is an individual and a designated beneficiary (as defined in Code Section 401(a)(9)(E)) of the employee or former employee;
 - (B) Is not the employee's or former employee's Surviving Spouse; and
 - (C) Is not an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p), who is the employee's or former employee's Spouse or former Spouse; or

(ii) The beneficiary is a trust maintained for the benefit of one or more designated beneficiaries (as defined in Code Section 401(a)(9)(E)) of the employee or former employee.

(d) Eligible Retirement Plan:

(i) Except as provided in Sections 7.11(d)(ii) and 7.11(d)(iii), an Eligible Retirement Plan is any of the following specified by the Distributee that accepts the Eligible Rollover Distribution:

(A) An individual retirement plan described in Code Section 7701(a)(37) (other than an endowment contract), including a Roth IRA described in Code Section 408A.

(B) A qualified trust described in Code Section 401(a).

(C) An annuity plan described in Code Section 403(a).

(D) An annuity contract described in Code Section 403(b).

(E) An eligible deferred compensation plan under Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) and that agrees to separately account for amounts transferred into such plan from the Plan.

(ii) In the case of a Direct Rollover on behalf of a Designated Beneficiary, an Eligible Retirement Plan is an individual retirement plan described in Code Section 7701(a)(37) (other than an endowment contract), including a Roth IRA described in Code Section 408A, that:

(A) Is specified by the Designated Beneficiary;

(B) Accepts the Direct Rollover;

(C) Is established for the purpose of receiving the distribution on behalf of the Designated Beneficiary; and

(D) Will be treated as an inherited individual retirement account or individual retirement annuity (within the meaning of Code Section 408(d)(3)(C)) pursuant to Code Section 402(c)(11).

(iii) In the case of a Direct Rollover that is not on behalf of a Designated Beneficiary and includes an amount that is not includable in gross income, an Eligible Retirement Plan is any of the following that is specified by the Distributee and accepts the Direct Rollover:

(A) A qualified trust described in Code Section 401(a) or an annuity contract described in Code Section 403(b) which trust or contract provides for separate accounting for amounts so transferred (and earnings thereon), including separately accounting for the portion of such distribution which is includable in gross income and the portion of such distribution which is not so includable; or

(B) An individual retirement plan as described in Section 7.11(d)(i)(A).

(e) Eligible Rollover Distribution: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include any of the following:

(i) Any distribution 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 (within the meaning of Code Section 402(c)(4)(A)(i)), or for a specified period of ten years or more.

(ii) Any distribution to the extent such distribution is required under Code Section 401(a)(9). As provided in Code Section 402(c)(4), if all or any portion of a distribution during calendar year 2009 is treated as an eligible rollover distribution but would not be so treated if the minimum distribution requirements under Code Section 401(a)(9) had applied during calendar year 2009, such distribution shall not be treated as an Eligible Rollover Distribution. The determination of any distribution required under Code Section 401(a)(9) for a Designated Beneficiary will be made in accordance with

Q&A-17 and -18 of Internal Revenue Service Notice 2007-7, 2007-5 I.R.B. 395, or later guidance by the Internal Revenue Service or in Treasury regulations.

(iii) Unless the Plan Administrator affirmatively elects to the contrary, any minimum amount permitted by Code Section 401(a)(31) and regulations issued thereunder that is permitted to be excluded from the definition of Eligible Rollover Distribution.

(iv) Any distribution made upon the hardship (within the meaning of Code Section 402(c)(4)(C)) of the Distributee.

(v) Any other distribution designated in Treasury regulations, or by the Commissioner of Internal Revenue Service pursuant to Treasury regulations, as not an eligible rollover distribution within the meaning of Code Section 402(c)(4).

7.12 Required Minimum Distributions.

(a) The entire interest of each Participant in the Plan:

(i) Will be distributed to the Participant no later than the Required Starting Date; or

(ii) Will be distributed, starting not later than the Required Starting Date, in accordance with Treasury regulations, over the life of the Participant or over the lives of the Participant and a Designated Beneficiary (or over a period not extending beyond the life expectancy of the Participant or the life expectancy of the Participant and a Designated Beneficiary).

(b) If the distribution of the Participant's interest has begun in accordance with Section 7.12(a)(ii) and the Participant dies before the Participant's entire interest has been distributed to the Participant, the remaining portion of the Participant's interest will be distributed at least as rapidly as under the method of distributions being made under Section 7.12(a)(ii) as of the date of the Participant's death.

(c) If a Participant dies before the distribution of the Participant's interest has begun in accordance with Section 7.12(a)(ii), the entire interest of the Participant will be distributed within five years after the death of the Participant. However, the five-year rule does not apply to any portion of the Participant's interest payable to (or for the benefit of) a Designated Beneficiary; and not later than one year after the date of the Participant's death or such later date as may be prescribed by Treasury regulations distributions (in accordance with Treasury regulations) of such portion will start over the life of the Designated Beneficiary (or over a period not extending beyond the life expectancy of the Designated Beneficiary).

(d) With respect to a Designated Beneficiary who is the Participant's Surviving Spouse:

(i) The date on which the distributions are required to start for purposes of the exception to the five-year rule in Section 7.12(c) will not be earlier than the date on which the Participant would have attained age 70½; and

(ii) If the surviving Spouse dies before the distributions to the Spouse start, Sections 7.12(b) and 7.12(c) and will be applied as if the Spouse were the Participant.

(e) Effective for calendar years beginning after December 31, 2008:

(i) The requirements of this Section 7.12, except this Section 7.12(e), do not apply for calendar year 2009.

(ii) An individual's Required Starting Date will be determined without regard to this Section 7.12(e) for purposes of applying this Section 7.12 for calendar years after 2009.

(iii) The 5-year period described in Section 7.12(c) will be determined without regard to calendar year 2009.

(f) For purposes of this Section 7.12.:

(i) "Required Starting Date" means April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70½ or (2) the calendar year in which the Participant retires.

(ii) "Designated Beneficiary" means any individual designated as a beneficiary by the Participant.

(iii) "Spouse" and "surviving Spouse" include an alternate payee who is the Participant's former Spouse.

(iv) Any distribution required under the incidental death benefit requirements of Code Section 401(a) will be treated as a distribution required under this Section 7.12.

(g) Despite any contrary provision of the Plan except Section 7.12(e), the Plan will apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with Treasury Regulation Sections 1.401(a)(9)-1 through 1.401(a)(9)-9.

(h) This Section 7.12 overrides any distribution options in the Plan inconsistent with Code Section 401(a)(9).

7.13 Oregon Family Fairness Act. The Plan will be administered to comply with the Oregon Family Fairness Act, ORS 106.300 to 106.340.

ARTICLE 8

TOP-HEAVY PLAN REQUIREMENTS

8.1 Exemption from Top-Heavy Plan Rules. The Plan is a governmental plan, and is therefore exempt from the Code Section 416 top-heavy plan rules pursuant to Code Section 401(a)(10)(B)(iii).

ARTICLE 9

TREATMENT OF REEMPLOYED MILITARY PERSONNEL

9.1 Benefits for military service. Despite any contrary provision of the Plan:

(a) Effective for reemployments initiated on or after December 12, 1994, contributions, benefits, and service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).

(b) However, effective for deaths and disabilities occurring on or after January 1, 2007, the Plan will not apply Code Section 414(u)(9) (about treatment in the case of death or disability resulting from active military service) as added by section 104(b) of Public Law No. 110-245, the Heroes Earnings Assistance and Relief Tax Act of 2008; and therefore, for benefit accrual purposes, the Plan will not treat an individual who dies or becomes disabled while performing qualified military service with respect to the employer maintaining the Plan as if the individual has resumed employment in accordance with the individual's reemployment rights under chapter 43 of title 38, United States Code, on the day preceding death or disability (as the case may be) and terminated employment on the actual date of death or disability.

(c) In the case of a Participant who dies after December 31, 2006, while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

(d) Only to the extent required by Code Section 414(u)(12)(A):

(i) An individual receiving a differential wage payment in a year beginning after December 31, 2008, will be treated as an employee of the employer making the payment; and

(ii) The differential wage payment will be treated as compensation.

A differential wage payment is any payment that:

(i) Is made by an employer to an individual with respect to any period during which the individual is performing service in the uniformed services (as defined in chapter 43 of title 38, United States Code) while on active duty for a period of more than 30 days; and

(ii) Represents all or a portion of the wages the individual would have received from the employer if the individual were performing service for the employer.

This Section 9.1(d) does not entitle any individual to a differential wage payment.

9.2 Permissive Distributions of Elective 401(k) Contributions. Effective for Plan Years beginning on or after January 1, 2009, a Participant who is performing military service while on active duty for more than 30 days, and who is not otherwise treated as having separated from employment, shall be deemed to have separated from employment solely for purposes of eligibility to elect a distribution from the Participant's Elective 401(k) Contribution Account. A Participant who elects to receive a distribution under this Section 9.2 shall be precluded from making any further elective deferrals or employee contributions under this Plan, or any other plan maintained by the Employer, until the beginning of the first payroll period coincident with or next following the end of a period of six months commencing with the date of the distribution.

ARTICLE 10

INVESTMENTS OF PLAN ASSETS

10.1 Funding Medium. The assets of the Plan shall at all times be held in or under one or more of the following:

(a) A trust qualified under Code Section 401; or

(b) An annuity contract issued by an insurance company qualified to do business in the State of Oregon, or a custodial account with a bank or other qualified financial institution, but only if the contract or account is described in Code Section 401(f).

Subsection (a) above (allowing the assets of the Plan to be held in a trust qualified under Code Section 401) is effective January 1, 2010.

Elective 401(k) Contributions shall be transferred to the appropriate trustee, insurance company, or custodian, for addition to the trust, contract, or account, within a period that is not longer than is reasonable for the proper administration of Participants' Accounts. This requirement is deemed satisfied if Elective 401(k) Contributions are so transferred within 15 business days following the month in which these amounts would otherwise have been paid to the Participant.

10.2 Investment Policy.

(a) The Employer from time to time shall determine the Plan's short-term and long-term financial needs, with which the investment policy of the Plan shall be appropriately coordinated, and such needs shall be communicated from time to time to the Employer, Investment Managers or others having any responsibility for management and control of the Plan assets.

(b) Subject to subsection (c) below, the Employer shall have exclusive authority and discretion to manage and control the assets of the Plan pursuant to an investment policy coordinated with the needs of the Plan as determined by the Employer.

(c) The Employer may in its discretion appoint one or more Investment Managers to manage (including the power to direct the Trustee to acquire and dispose of) any assets of the Plan pursuant to an investment policy coordinated with the needs of the Plan as determined by the Employer, in which event the Employer shall not be liable for the acts or omissions of any such Investment Manager or be under an obligation to invest or otherwise manage any asset of the Plan which is subject to the management of any such Investment Manager except as directed. Any such Investment Manager shall acknowledge in writing the person's status as a fiduciary with respect to the Plan.

10.3 Investment Funds.

(a) The assets of the Plan shall be divided into separate investment funds ("Investment Funds") as provided in this Section 10.3. Each Participant shall have an undivided

interest in the value of the Participant's Accounts under each Investment Fund. For purposes of the allocation of income and periodic valuations, each Investment Fund shall be considered separately. No Investment Fund shall share in the gains or losses of any other, and no Investment Fund shall be valued by taking into account any assets of or distributions from any other.

(b) The particular Investment Funds to be made available under the Plan shall be determined from time to time in accordance with the general investment policy prescribed in Section 10.2. At all times, however, there shall be made available at least three separate Investment Funds, each of which is diversified and has materially different risk and return characteristics. The Employer may from time to time make available additional Investment Funds adhering to the Plan's general investment policy, and may also direct that Investment Funds with similar investment objectives be consolidated.

(c) Upon becoming eligible to participate in the Plan, a Participant may make an election directing that the contributions to be made by the Participant or on his or her behalf under the Plan be credited to one or more of the Investment Funds. Each Participant may thereafter also elect to change the investment of all future contributions to the Plan. A Participant (or a beneficiary of a deceased Participant) may elect to transfer amounts from one Investment Fund to another.

(d) The Plan Administrator from time to time in its discretion adopt administrative rules and procedures, and may impose other guidelines and limitations pertaining to investment elections, as it shall deem to be appropriate for the efficient administration of the Plan. Any costs charged by an Investment Fund with respect to a transfer of assets may be charged to the Account of the Participant electing such transfer.

ARTICLE 11

PLAN ADMINISTRATION

11.1 Designation of Plan Administrator. The Employer may appoint one or more persons to serve as administrator and named fiduciary of the Plan. In the absence of such an appointment, the Employer shall serve as the Plan Administrator.

11.2 Powers and Duties of Plan Administrator.

(a) The Plan Administrator shall have final and binding authority to control and manage the operation and administration of the Plan, including all rights and powers necessary or convenient to the carrying out of its functions hereunder, whether or not such rights and powers are specifically enumerated herein. In exercising its responsibilities hereunder, the Plan Administrator may manage and administer the Plan through the use of agents who may include Employees of the Employer.

(b) Without limiting the generality of the foregoing, and in addition to the other powers set forth in this Article 11, the Plan Administrator shall have the following express authorities:

(i) To prepare and file all reports required to be filed with any agency of government, except such reports as must be prepared or filed by other fiduciaries as required by applicable law, and prepare such other reports with respect to the Plan as are reasonable and appropriate;

(ii) To comply with all disclosure requirements imposed by state or federal law upon the administrator of the Plan;

(iii) To maintain all records of the Plan other than those required to be maintained by the Trustee;

(iv) To receive from the Employer and from Participants such information as may be necessary for the proper administration of the Plan; and

(v) To perform such other duties as are assigned to the Plan Administrator under the Plan or which are delegated to it by the Employer.

(c) The Plan Administrator is expressly reposed with the discretionary authority and powers in regard to all facets of any claims for benefits made under the Plan. Such authority and powers include, but are not limited to, the following:

(i) Construing and interpreting the terms of the Plan and of any documents pertaining to the Plan;

(ii) Construing and interpreting all laws and regulations as applicable to any claims for benefits made under the Plan;

(iii) Making any factual determinations and applying such determinations to the terms of the Plan and issues arising under the Plan;

(iv) Making a determination as to an individual's status as an Employee for purposes of the Plan, which determination may take into account, but need not adhere to, a determination by a federal agency of such person's employee status for purposes other than coverage under the Plan;

(v) Otherwise deciding all questions regarding an individual's benefit entitlements under the Plan, and the manner and timing of any payments to be made to or with respect to any individual under the Plan; and

(vi) Considering and deciding all appeals of benefit claims which have been denied, including affording a reasonable opportunity to any Participant or beneficiary whose claim for benefits has been denied for a full and fair review of the decision denying the claim.

(d) The Plan Administrator (or any fiduciary designated by the Plan Administrator pursuant to subsection (f) below may consult with counsel, actuaries, accountants, physicians or other advisors (who may be counsel, actuaries, accountants, physicians or other advisors for the Employer).

(e) The Plan Administrator shall take all such action as it deems necessary or appropriate to comply with governmental laws and regulations relating to the maintenance of records, notifications to Participants, registrations with the Internal Revenue Service, reports to the U.S. Department of Labor and all other requirements applicable to the Plan.

(f) The Employer may designate other persons to serve as fiduciaries, and carry out a specified part or parts of the Plan Administrator's responsibilities hereunder (including the power to designate other persons to carry out a part of such designated responsibility).

11.3 Facility of Payment. When, in the Plan Administrator's opinion, a Participant or beneficiary is under a legal disability or is incapacitated in any way so as to be unable to manage his or her affairs, the Plan Administrator may direct that the Plan may make payments to a court-appointed guardian or conservator, an individual holding a valid power of attorney, or any other individual acting on behalf of a trust for the benefit of the Participant who is recognized by the state law under which the trust has been established. Any such payment shall constitute a complete discharge therefore with respect to the Employer, the Plan, the Plan Administrator and the Trustee.

11.4 Claims Procedure.

(a) Any person who believes that he is entitled to receive a benefit under the Plan, including one greater than that initially determined by the Plan Administrator, may file a claim in writing with the Plan Administrator.

(b) The Plan Administrator will promptly review and make a determination as to the claim for benefits. If it determines that the claim is to be denied in whole or in part, it will

provide the claimant with a written notification of such claim denial. The notice will include the following:

- (i) The specific reason or reasons for the denial of the claim;
- (ii) References to the specific Plan provisions upon which the denial is based;
- (iii) A description of any additional material or information necessary for the Plan to grant the claim, and an explanation of why such material or information is necessary; and
- (iv) A description of the benefit claim denial appeal procedures and the time limits applicable to such procedures.

(c) If a benefit claim is denied, the claimant may appeal that claim denial by submitting a written request for review to the Plan Administrator. The appeal must be submitted within 60 days of the claimant's receipt of the claims denial notice. As part of the appeal, the claimant will be permitted to submit written comments, documents, records and other information relating to the claim for benefits.

(d) The Plan Administrator will promptly review and make a determination as to the claim denial appeal. This review will not afford deference to the initial claim denial. The review will also take into account all comments, documents, records and other information submitted by the claimant relating to the appeal, without regard to whether such information was submitted or considered in the initial claim denial determination.

(e) The claimant will be provided with written notification of the decision regarding the appeal of the claim denial. If the Plan Administrator has determined that the claim upon appeal is to be denied in whole or in part, the notice will include the following:

- (i) The specific reason or reasons for the appeal denial;
- (ii) Reference to the specific Plan provisions upon which the appeal denial is based;
- (iii) A statement that the claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records and other information relevant to the claim for benefits; and
- (iv) If applicable, the right to reasonable access to, and copies of, all documents, records and other information relevant to the claim (unless the information or documents was already included with the appeal denial notice).

(f) In no event will a claimant be entitled to challenge a decision of the Plan Administrator in court or in any other administrative proceeding unless and until the claims procedures above have been complied with and exhausted.

11.5 Payment and Allocation of Expenses. All reasonable costs, charges and expenses incurred in the administration of the Plan shall be paid from the assets of the Plan unless the Employer chooses to pay such expenses directly. To the extent permitted by law, the Employer may be reimbursed from the assets of the Plan for any direct expenses properly and actually incurred in connection with the performance of services for the Plan.

ARTICLE 12

AMENDMENT OR TERMINATION

12.1 Amendment or Termination.

(a) The Employer reserves the right to amend this Plan at any time to take effect retroactively or otherwise, in any manner which it deems desirable including, but not by way of limitation, the right to increase or diminish contributions to be made by the Employer hereunder, to change or modify the method of allocation of its contributions, to change any provision relating to the distribution or payment, or both, of any assets of this Plan. The Employer further reserves the right to terminate this Plan at any time.

(b) Any termination shall be made by an instrument in writing reflecting that the termination has been authorized by the Board of Commissioners. Any amendment shall be made by an instrument in writing reflecting that the amendment has been authorized by the Board of Commissioners or the Employer's Chief Administrative Officer. However, the Chief Administrative Officer may amend this Plan only to:

- (i) Clarify this Plan;
- (ii) Facilitate the administration of this Plan; or
- (iii) Make changes adapting this Plan to the requirements of law, changes in law, or the terms of a collective bargaining agreement,

all as determined in the discretion of the Chief Administrative Officer. Any amendment or termination is effective as of the date specified in said instrument, or, if no date is so specified, as of the date of execution or adoption of said instrument. An instrument executed by a member of the Board of Commissioners is conclusive evidence of the adoption and effectiveness of the instrument.

12.2 Limitations on Amendments. The provisions of this Article are subject to the following restrictions:

(a) No amendment shall operate either directly or indirectly to give the Employer any interest whatsoever in any funds or property held by the Plan under the terms hereof, or to permit corpus or income of the Plan to be used for or diverted to purposes other than the exclusive benefit of the Participants and their beneficiaries.

(b) Except to the extent necessary to conform to the laws and regulations or to the extent permitted by any applicable law or regulation, no amendment shall operate either directly or indirectly to deprive any Participant of a nonforfeitable beneficial interest in the Participant's Accounts as they are constituted at the time of the amendment.

12.3 Level of Benefits upon Merger. This Plan shall not merge or consolidate with, or transfer assets or liabilities to, any other plan unless each Participant shall be entitled to receive a benefit immediately after said merger, consolidation or transfer (if such other plan were then

terminated) which shall be not less than the benefit to which such Participant would have been entitled to receive immediately before said merger, consolidation or transfer (if this Plan were then terminated).

12.4 Discontinuance of Employer Contributions; Liquidation of Plan.

(a) This Plan shall be deemed terminated if and only if the Plan terminates by operation of law or pursuant to Section 12.1. Upon termination of this Plan or complete discontinuance of contributions under this Plan, the rights of all employees to benefits accrued to the date of such termination or discontinuance, to the extent then funded, or the amounts credited to the employees' accounts, are nonforfeitable. In no event shall any Participant or beneficiary have recourse to other than the Plan assets for the satisfaction of benefits hereunder.

(b) In the event of the termination of, or the permanent discontinuance of contributions to, the Plan, the Plan Administrator shall make or commence distribution to each Participant (or such Participant's beneficiaries) of the value of such Participant's Accounts as provided herein in the manner and within the time prescribed in Article 7. However, if after such event the Plan Administrator shall determine it to be impracticable to continue the Plan any longer, the Plan Administrator may, in his or her discretion, declare a date to be treated as the employment termination date for all Participants who are Employees, and the Plan Administrator shall thereupon, as promptly as shall then be reasonable under the circumstances and to the extent permitted by law, liquidate the Plan assets and distribute to each such Participant the entire balance of such Participant's Accounts in the Plan. Such distribution shall be in the form of a lump sum distribution or, if the Participant so elects, by a direct transfer to an eligible retirement plan as prescribed in Section 7.1. Upon completion of such liquidation and distribution, the Plan shall finally and completely terminate.

(c) The liquidation of the Plan, if any, in connection with any Plan termination shall be accomplished by the Plan Administrator. After directing that sufficient funds be set aside to provide for the payment of all expenses incurred in the administration of the Plan, to the extent not paid or provided for by the Employer, the Plan Administrator shall, as promptly as shall then be reasonable under the circumstances, liquidate the Plan assets and distribute to each Participant the balance of the Participant's Accounts in the Plan in the manner provided in Article 7. Upon completion of such liquidation and distribution, the Plan shall finally and completely terminate.

ARTICLE 13

MISCELLANEOUS

13.1 No Guarantee of Employment, etc. Neither the creation of the Plan nor anything contained in the Plan shall be construed as giving any Participant hereunder or other Employee of the Employer any right to remain in the employ of the Employer, any equity or other interest in the assets, business or affairs of the Employer, or any right to complain about any action taken or any policy adopted or pursued by the Employer.

13.2 No Assignment of Rights. No Participant shall have any right to sell, assign, pledge, hypothecate, anticipate or in any way create a lien upon any part of the assets of the Plan. To the maximum extent permitted by the Code, no interest in the assets of the Plan, or any part thereof, shall be assignable in or by operation of law, or be subject to liability in any way for the debts or defaults of Participants, their beneficiaries, Spouses or heirs-at-law, whether to the Employer or to others.

13.3 Qualified Domestic Relations Order. Notwithstanding the provisions of Section 13.2 above, the Plan shall distribute a Participant's Accounts, or any portion thereof, in accordance with the terms of any domestic relations order which the Plan Administrator determines to be a qualified domestic relations order (QDRO) described in Section 414(p) of the Code. Such distribution may be made as soon as practicable, irrespective of whether or not the Participant has then attained "earliest retirement age" as defined under Section 414(p)(4)(B) of the Code. An "alternate payee" with respect to a QDRO shall have the same rights as a Participant in regard to the direct transfer of distributions to an eligible retirement plan as prescribed in Section 7.1. However, the Plan may not distribute a benefit to a Participant's Domestic Partner or former Domestic Partner (or other person with respect to whom the distribution does not satisfy the requirements of Code Section 414(p)(11)) if the Participant has not attained age 62 or separated from employment with the Employer and all employers aggregated with the Employer pursuant to any of Code Section 414(b), (c), (m), and (o).

13.4 Reversion to the Employer.

(a) The Employer has no beneficial interest in the assets of the Plan and no part of the Plan assets shall ever revert or be repaid to the Employer, directly or indirectly, except that the Employer shall upon written request to the Plan Administrator have a right to recover any amount contributed by the Employer through a mistake of fact, provided that such disallowed contributions are returned to the Employer within one year after the date such contributions were made.

(b) Net earnings attributable to the contributions referred to in subsection (a) above shall not be returned to the Employer, but net losses attributable to such contributions shall reduce the amount to be so returned. In addition, if the amount otherwise to be returned to an Employer pursuant to such subsections would cause the balance of the Account of any Participant to be reduced to less than the balance of the Account had the mistaken or nondeductible contribution not been made, then the amount to be returned to the Employer shall be limited to avoid such a reduction.

13.5 Receipts by Participants. Prior to the time that distributions are to be made hereunder, the Participants, their spouses, beneficiaries, heirs-at-law or legal representatives shall have no right to receive cash or other things of value from the Employer or as a result of the Plan.

13.6 Controlling Law. To the extent not preempted by the laws of the United States of America, the laws of the State of Oregon shall be controlling state law in all matters relating to the Plan.

13.7 Qualified Plan. The terms of the Plan shall be interpreted and administered in a manner consistent with the requirements of the Code in order that the Plan may qualify as a qualified plan. The Plan includes provisions adopted in good faith to comply with the Tax Increase Prevention and Reconciliation Act of 2005, the Pension Protection Act of 2006, the Heroes Earnings Assistance and Relief Tax Act of 2008, and the Worker, Retiree, and Employer Recovery Act of 2008. Such provisions shall be interpreted and administered consistent with Treasury regulations and Internal Revenue Service guidance regarding such Acts, even where such regulations and guidance are inconsistent with the literal interpretation of such provisions.

13.8 Severability. If any provision of this Plan shall be held illegal or invalid for any reason, said illegality or invalidity shall not affect the remaining parts of this Plan, but this Plan shall be construed and enforced as if said illegal or invalid provision had never been included herein.

13.9 Notification of Addresses. Any communication, statement or notice addressed to the last post office address filed by a Participant and a beneficiary of a deceased Participant with the Employer, or if no such address was filed with the Employer, then to the last post office address of the Participant or beneficiary as shown on the Employer's records, shall be binding on the Participant or beneficiary for all purposes of this Plan, and the Employer and the Plan Administrator shall not be obliged to search for or ascertain the whereabouts of any Participant or beneficiary.

13.10 Gender and Number. Whenever the context requires or permits, the gender and number of words shall be interchangeable.

MARION COUNTY, OREGON

By: 
John Lattimer, Chief Administrative Officer

Signed this January 14, 2016