

**METROPOLITAN WASHINGTON
COUNCIL OF GOVERNMENTS**

PENSION PLAN

**(Amended and Restated Effective as of July 1, 2008
and Incorporating All Amendments Adopted
On or After October 1, 2000, and through January 12, 2011)**

TABLE OF CONTENTS

	Page
ARTICLE I PURPOSE.....	1
ARTICLE II DEFINITIONS	1
2.01 Accrued Benefit	1
2.02 Accrued Benefit Derived from Employee Contributions	2
2.03 Accrued Benefit Derived from Employer Contributions.....	2
2.04 Actuarial Equivalent	2
2.05 Actuary.....	2
2.06 Administrative Committee.....	2
2.07 Annuity Starting Date	2
2.08 Beneficiary	2
2.09 Benefit Service.....	2
2.10 Code	2
2.11 Compensation	3
2.12 Contributions.....	3
2.13 Disability.....	3
2.14 Disability Retirement	3
2.15 Early Retirement Age	3
2.16 Employee	3
2.17 Employer.....	3
2.18 Employment Commencement Date	3
2.19 Entry Date	3
2.20 Expected Service.....	4
2.21 High Three-Year Average Compensation	4
2.22 Hour of Service	4
2.23 Insurance Contract or Contract	5
2.24 Insurer	5
2.25 Normal Retirement Benefit.....	5
2.26 Normal Retirement Date	5
2.27 Participant	5
2.28 Plan	5
2.29 Plan Year.....	5
2.30 Qualified Domestic Relations Order.....	5
2.31 Ratio of Service.....	6
2.32 Reemployment Commencement Date	6
2.33 Retirement Date	6
2.34 Temporary Employee.....	6
2.35 Vesting Computation Period.....	6
2.36 Year of Vesting Service	6

ARTICLE III ADMINISTRATIVE COMMITTEE.....	6
3.01 Membership.....	6
3.02 Administrative Committee Actions.....	7
3.03 Recordkeeping.....	7
3.04 Compensation.....	7
3.05 Expenses.....	7
3.06 Information.....	7
3.07 Resignation and Removal.....	7
3.08 Administrative Powers.....	8
3.09 Standard of Conduct.....	8
3.10 Certification to Administrative Committee.....	9
3.11 Indemnification; Insurance.....	9
3.12 Method of Payment.....	9
3.13 Reports to Employees.....	9
3.14 Reports Required by Law.....	9
3.15 Funding Policy.....	10
ARTICLE IV ELIGIBILITY.....	10
4.01 Participants.....	10
4.02 Returning Employees.....	10
4.03 Mandatory Participation.....	10
4.04 Qualified Military Service.....	10
ARTICLE V RETIREMENT BENEFITS.....	10
5.01 Normal Retirement Benefits.....	10
5.02 Early Retirement Benefit.....	11
5.03 Disability Retirement Benefits.....	11
5.04 Normal Retirement Benefit Amount and Form.....	11
5.05 Joint and Survivor Annuity.....	12
5.06 Revocation of Election.....	13
5.07 Definition of Joint and Survivor Annuity.....	13
5.08 Optional Settlement.....	13
5.09 Late Retirement Benefit.....	13
5.10 Cost of Living Adjustment.....	14
5.11 No Suspension of Benefits Upon Reemployment.....	14
5.12 Limitations on Distributions.....	14
5.13 Retirement Subsidy.....	14
ARTICLE VI CONTRIBUTIONS.....	15
6.01 Employer Contributions.....	15
6.02 Application of Forfeitures.....	15
6.03 Mandatory Employee Contributions.....	15
6.04 Suspension or Discontinuance of Contributions.....	15

6.05	No Termination on Decrease or Discontinuation of Contributions.....	15
6.06	Responsibility for Collection of Contributions.....	15
6.07	Reliance Upon Statements.....	16
ARTICLE VII FUNDING		16
7.01	Funding Agents.....	16
7.02	Actuarial Calculations.....	16
7.03	Provisions Relating to the Funding Agents.....	16
7.04	Termination or Modification of Agreements.....	16
7.05	Appointment of Investment Manager.....	16
ARTICLE VIII DEATH BENEFITS.....		16
8.01	Employees.....	16
8.02	Terminated Employees.....	17
8.03	Determination of Actuarial Equivalent.....	17
8.04	Form of Benefit.....	17
8.05	Designation of Beneficiary and Benefit Form.....	17
ARTICLE IX BENEFITS UPON TERMINATION OF EMPLOYMENT		18
9.01	Termination Benefit.....	18
9.02	Amount of Benefit.....	18
9.03	Vested Portion.....	18
9.04	Form of Benefit.....	18
9.05	Lump Sum Distribution Upon Termination of Employment.....	18
9.06	Disregard of Prior Service.....	19
9.07	Vested Interest in Employee Contributions.....	20
9.08	Forfeitures.....	20
9.09	Right to Direct Rollover.....	20
ARTICLE X AMENDMENTS TO OR TERMINATION OF THE PLAN.....		20
10.01	Right of Employer to Amend or Terminate Plan.....	20
10.02	Amendment of Vesting Provisions.....	21
10.03	Termination of Plan.....	21
10.04	Distribution Media.....	21
ARTICLE XI MISCELLANEOUS PROVISIONS.....		21
11.01	Rights Reserved by Employer.....	21
11.02	Legal Effect of Payment by Funding Agent.....	21
11.03	Agreement to Comply.....	22
11.04	Exclusions and Separability.....	22
11.05	Limitation of Liability.....	22
11.06	Inalienability of Benefits.....	22

11.07	Governing Law.	22
11.08	Return of Contributions.	22
11.09	Payments for Incompetent Persons.	23
11.10	Inability to Locate Participants or Beneficiaries.	23
11.11	Gender.	23
11.12	Construction.	23
ARTICLE XII CLAIMS PROCEDURE		23
12.01	Claims for Benefits.	23
12.02	Review of Claims.	24
12.03	Miscellaneous.	24

METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS

PENSION PLAN

ARTICLE I PURPOSE

The purpose of this document is to create a pension plan for the exclusive benefit of the Employees of the Metropolitan Washington Council of Governments. The Plan was adopted effective July 1, 1965, and was previously amended and restated as of April 18, 1966, July 21, 1966, January 1, 1976, July 1, 1980, and July 1, 1989. The July 1, 1989, restatement incorporated all amendments adopted prior to October 1, 2000.

This amendment and restatement of the Plan is effective as of July 1, 2008, except where a different date is expressly provided or would be required by applicable law. This document is intended to incorporate amendments adopted after October 1, 2000, and through January 12, 2011. This amendment and restatement supersedes and replaces all prior amendments and restatements of the Plan, and amendments thereto, which are effective on or after October 1, 2000, and prior to July 1, 2008. The provisions of the Plan as so amended and restated shall apply to those participants who are employees on or after the effective date(s) of the applicable amended provision(s). Except as otherwise provided herein, the rights and benefits of any former employee who terminated prior to the effective date(s) of the applicable provision(s) shall be determined under the Plan as in effect as of such former employee's date of termination.

This Plan is intended to be a "defined benefit plan," as defined in section 414(j) of the Code, which is intended to be a qualified pension plan under section 401(a) of the Code and is a "governmental plan," within the meaning of Code section 414(d). All assets acquired under this Plan as a result of Contributions, income, and other additions to the Plan shall be administered, distributed, and governed by the provisions herein, and, prior to the satisfaction of all liabilities, none of the Plan assets may be used for purposes other than for the exclusive benefit of Participants and their Beneficiaries.

ARTICLE II DEFINITIONS

As used in this Plan, the following terms shall have the meanings hereinafter set forth, unless the context shall specifically require otherwise.

2.01 Accrued Benefit as of any date shall mean the Normal Retirement Benefit of a Participant, determined on the basis of his or her High Three-Year Average Compensation as of such date, and his or her Ratio of Service as of such date, and as if he or she had a fully vested interest in his or her retirement benefit, but not less than his or her Accrued Benefit Derived from Employee Contributions. Accrued Benefit shall be computed without regard to section 5.10.

2.02 Accrued Benefit Derived from Employee Contributions as of any date shall mean the deferred, single life annuity (without ancillary benefits), commencing at a Participant's Normal Retirement Date that is equivalent, as determined in accordance with Treasury Regulation section 1.411(c)-1(c)(1) and (2), to the Employee Contributions made by such Participant plus interest on such Contributions at the annual rate of (a) in the case of a Participant who is Temporary Employee, the Applicable Federal Rate for long-term debt instruments, as in effect for the first month of a Plan Year, or (b) in the case of any other Participant, five percent, compounded quarterly, from the date of each such Contribution to the Participant's Retirement Date. Notwithstanding the preceding sentence, the Accrued Benefit Derived from Employee Contributions of a Participant who has received a distribution under section 9.05, which he or she has not repaid, shall be computed without regard to Employee Contributions made before such distribution.

2.03 Accrued Benefit Derived from Employer Contributions shall mean the excess, if any, of a Participant's Accrued Benefit over his or her Accrued Benefit Derived from Employee Contributions.

2.04 Actuarial Equivalent means having an equal present value when computed, except as otherwise provided in the Plan, on the basis of the following actuarial assumptions:

Interest rate – Seven percent per annum.

Mortality – 1994 Uninsured Pensioners tables with the mortality rate being fifty percent of the male mortality rate plus fifty percent of the female mortality rate.

Rate of increase in the consumer price index – Five percent per annum.

2.05 Actuary means an actuarial consultant designated by the Administrative Committee from time to time to make all actuarial computations in connection with the Plan.

2.06 Administrative Committee shall mean the Administrative Committee described in section 3.01.

2.07 Annuity Starting Date shall mean the first day of the month following the month in which a Participant or Beneficiary shall become entitled to receive benefits under the terms of this Plan.

2.08 Beneficiary shall mean any person, estate or trust designated by a Participant or otherwise entitled to receive any benefits payable under this Plan after the death of such Participant.

2.09 Benefit Service shall mean the number of months, beginning with the month that includes a Participant's Entry Date, in which such Participant shall be credited with at least one Hour of Service. Months in which an Employee does not make all Employee Contributions required by the Plan as it is in effect at the time, and months disregarded under section 9.06, shall not be counted toward his or her Benefit Service.

2.10 Code shall mean the Internal Revenue Code of 1986, as amended from time to time.

2.11 Compensation shall mean wages or salary paid or payable during any calendar year to a Participant by the Employer, plus (1) the amount of any Employee Contributions picked up by the Employer during the calendar year in accordance with section 6.03; (2) any deferred compensation and bonuses actually paid to the Employee during such calendar year; (3) any amounts deferred pursuant to Code section 132(f); and (4) income imputed to the Participant by reason of a life insurance benefit, or the Employer's paid portion of a Participant under worker's compensation, if any.

With respect to benefits accruing in Plan Years beginning on or after July 1, 1996, the Compensation of an Employee that may be taken into account for any purpose for any Plan Year shall not exceed \$200,000, as adjusted pursuant to section 401(a)(17) of the Code, but only in the case of an Employee who was not a Participant prior to July 1, 1996.

2.12 Contributions shall mean the amounts the Employer is required to contribute to this Plan and the amounts the Employees are required to contribute.

2.13 Disability shall mean any disability that shall cause a Participant to be eligible for benefits under the long term disability insurance policy maintained by the Employer, as determined by the insurance company issuing that policy.

2.14 Disability Retirement shall mean retirement pursuant to Plan section 5.03.

2.15 Early Retirement Age shall mean the later of the date a Participant attains age 55 or completes fifteen Years of Vesting Service.

2.16 Employee shall mean a person who is employed by the Employer, provided, however, that the term Employee shall not include a "leased employee," within the meaning of Code Section 414(n), and provided further that, for purposes of eligibility for both the Disability Retirement Benefit provided under section 5.03, and the Death Benefit provided under section 8.01, Employee shall not include a Temporary Employee. A person who shall have become an Employee shall, for purposes of this Plan, cease to be employed (a) as of the date he or she retires, resigns, is discharged; or (b) as of the last day of any authorized leave of absence in the event he or she shall fail to resume active employment as an Employee on or prior to expiration of such authorized leave of absence.

2.17 Employer shall mean the Metropolitan Washington Council of Governments, or any successor thereof.

2.18 Employment Commencement Date shall mean the date on which an Employee first performs an Hour of Service for the Employer, without regard to the second sentence of section 2.22.

2.19 Entry Date of an Employee shall mean, except as otherwise provided in section 4.01 or 4.02:

(a) In the case of an Employee whose Employment Commencement Date is later than July 1, 1965, the later of his or her Employment Commencement Date or the date as of which he or she elected to join the Plan, if he or she was entitled to defer participation under the terms of the Plan in effect as of his or her Employment Commencement Date; or

(b) In the case of an Employee who was an Employee on July 1, 1965, the later of July 1, 1960, or the date on which he or she first performed an Hour of Service for the Employer, or for the Government of the United States or the District of Columbia.

2.20 Expected Service of a Participant shall mean the number of months from the first day of the month in which his or her Entry Date occurs, to the first day of the month following his or her Normal Retirement Date, increased as required by section 5.09, if that section is applicable. Expected Service shall not exceed 300 months.

2.21 High Three-Year Average Compensation of a Participant shall mean one-third of his or her total Compensation during the three calendar years beginning on or after his or her Entry Date in which he or she received the largest total Compensation. However, in the case of a Participant who has not been a Participant for three calendar years, High Three-Year Average Compensation shall mean his or her average Compensation for all full calendar years during which he or she was a Participant. The High Three-Year Average Compensation of a Participant who takes a Disability Retirement shall be determined subject to the provisions of section 5.03(b).

2.22 Hour of Service shall mean for any Employee each hour connected with his or her service for the Employer and described in one or more of the subsections (a) through (c) below subject to the provisions of subsections (d) and (e). Solely for purposes of this section, service for the Government of the United States or the District of Columbia between July 1, 1960, and June 30, 1965, shall be treated as service for the Employer.

(a) Each hour for which such Employee is paid, or entitled to payment, for the performance of duties during the applicable period, shall be an Hour of Service.

(b) Each hour for which such Employee is paid, or entitled to payment, by the Employer on account of a period of time during which such Employee performs no duties, even if the employment relationship has terminated, due to vacation, holiday, illness, incapacity, disability, layoff, jury duty, military duty, or authorized leave of absence, shall be an Hour of Service. Notwithstanding the foregoing sentence:

(1) No hour shall be credited under this subsection (b) on account of hours for which an Employee is directly or indirectly paid or entitled to payment on account of a period during which no duties are performed under a plan maintained solely for the purpose of complying with applicable workers' compensation, unemployment compensation, or disability insurance laws; and

(2) No hours shall be credited on account of a payment to such Employee solely as reimbursement for medical or related expenses incurred by such Employee.

Solely for purposes of this subsection (b), a payment shall be deemed to be made by or due from the Employer regardless of whether such payment is made by or due from the Employer directly, or indirectly through a trust, fund, insurer, or other entity, to which the Employer contributes or pays premiums, and regardless of whether such contributions are for the benefit of particular Employees or a group of Employees in the aggregate.

(c) Each hour for which back pay for service, regardless of any mitigation of damages, is awarded or agreed to by the Employer shall be an Hour of Service. However, hours for which back pay is awarded or agreed to with respect to any periods described in subsection (b) of this section shall be subject to all of the limitations set forth in subsection (b).

(d) Notwithstanding subsection (a) through (c) of this section, no hour shall be credited more than once as an Hour of Service. The number of hours credited for reasons other than the performance of duties, and the crediting of Hours of Service to computation periods, shall be determined in accordance with 29 C.F.R. § 2530.200b-2(b)-(c).

(e) Each Employee shall be credited with 190 Hours of Service for each calendar month for which he or she would otherwise be required to be credited with at least one Hour of Service under subsections (a) through (c) of this section, regardless of the actual number of Hours of Service otherwise required to be credited under those substances. This subsection (e) shall not apply to the crediting of Hours of Service for payments not calculated on the basis of units of time. Instead, the rules of 29 C.F.R. § 2530.200b-2(b)(2) and (3) shall apply.

2.23 Insurance Contract or Contract shall mean a group annuity contract issued by an Insurer of the type commonly referred to as Immediate Participation Guarantee or Investment Only.

2.24 Insurer shall mean an insurance company designated by the Employer to provide the funding for this Plan.

2.25 Normal Retirement Benefit shall mean the monthly benefit payable under section 5.02 to a Participant following normal retirement.

2.26 Normal Retirement Date of a Participant shall mean the earlier of:

(a) The date on which he or she attains age sixty-five, or the fifth anniversary of the date on which he or she becomes a Participant, whichever is later; or

(b) The date twenty-five years after his or her Entry Date, or the date on which he or she attains age sixty, whichever is later.

2.27 Participant shall mean any Employee who becomes a Participant in accordance with section 4.01, provided, however, that for purposes of eligibility for the Disability Retirement Benefit under section 5.03, and the Death Benefit under section 8.01, Participant shall not include a Temporary Employee.

2.28 Plan shall mean the Plan created by this Agreement.

2.29 Plan Year shall mean the twelve month period beginning each July 1.

2.30 Qualified Domestic Relations Order shall mean an entered judgment, decree, or order (including a court approved property settlement agreement) which (a) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a Participant (an "alternate payee"), (b) is made pursuant to a State domestic relations law, and (c) assigns to the alternate payee any portion of the

Participant's Accrued Benefit. No such order shall be treated as a Qualified Domestic Relations Order unless the Administrative Committee determines that it provides sufficient information to implement the intent of the parties thereto, or if it purports to require payments of benefits to an alternate payee that are required to be paid under a prior order determined to be a Qualified Domestic Relations Order.

2.31 Ratio of Service shall mean a Participant's Benefit Service divided by his or her Expected Service, but shall not exceed one (1).

2.32 Reemployment Commencement Date shall mean the date on which an Employee first performs an Hour of Service after his or her employment with the Employer is terminated.

2.33 Retirement Date shall mean the date on which a Participant retires. In general, a Participant shall retire on the Participant's Normal Retirement Date. However, a Participant also may retire on the first day of any month that coincides with or next follows the day the Participant attains the Participant's Early Retirement Age. If this date precedes the Participant's Normal Retirement Date, it shall be referred to as the Participant's Early Retirement Date.

2.34 Temporary Employee shall mean an Employee who is performing services under a contractual arrangement where the period of employment is not likely to last beyond two years after his or her Entry Date. Any Employee who is significantly likely to have a bona fide offer to continue or renew his or her employment for a period of more than two years beyond his or her Entry Date shall not be considered to be a Temporary Employee.

2.35 Vesting Computation Period for a Participant shall mean the year beginning on the first day of the month in which his or her Entry Date occurs, and all years beginning on anniversaries of such first day. In the case of a Participant whose employment was terminated, and who again became an Employee, the Reemployment Commencement Date shall be substituted for the Entry Date for purposes of determining future Years of Vesting Service.

2.36 Year of Vesting Service shall mean a Vesting Computation Period in which an Employee completes at least one thousand (1,000) Hours of Service. Years for which an Employee does not make all Employee Contributions required by the Plan as it is in effect at the time, and years disregarded under section 9.06 shall not be counted as Years of Vesting Service for such Employee.

ARTICLE III ADMINISTRATIVE COMMITTEE

3.01 Membership. An Administrative Committee shall be responsible for the administration of this Plan. The Administrative Committee shall consist of eight members: the Employer's Executive Director, its General Counsel, its Director of Human Resources Management, or the holders of such offices as they may be renamed from time to time; two members of the Employer's Board of Directors, as the Chair of the Board of Directors shall determine in his or her discretion from time to time; the Secretary-Treasurer of the Employer; and two additional members to be elected by the Employees who are Participants, at such times and under such procedures as shall be determined by the Employer. The composition of the Committee is completely in the discretion of the Employer's Board of Directors and the Board at its discretion may change the composition of the Committee as needed. In the event of a

vacancy in the membership of the Committee, the remaining members shall have full authority to act, as if they were the entire Committee. The Administrative Committee shall have full discretionary authority to administer the Plan. The Executive Director of the Employer shall act as Chair and designate a Secretary of the Administrative Committee from among its members as of July 1 of each year to serve a term of one year. Incumbents shall be eligible for reappointment or reelection. The Chair shall serve as agent for the service of process against the Plan.

3.02 Administrative Committee Actions. All actions of the Administrative Committee shall be controlled by the vote of a majority. Full and accurate records shall be kept of all proceedings and decisions of the Administrative Committee. All acts and determinations of the Administrative Committee shall be duly recorded by its Secretary, or under his or her supervision. Any document required to be executed by the Administrative Committee shall be executed on its behalf by its Chairman or Secretary.

3.03 Recordkeeping. The Administrative Committee shall maintain records of all relevant data pertaining to this Plan and all documents necessary to its administration. Any Participant may inspect any records pertaining to him during business hours.

3.04 Compensation. Members of the Administrative Committee shall not be compensated for their services as such, except that they shall be reimbursed for expenses properly and actually incurred.

3.05 Expenses. The reasonable expenses incident to the management and operation of the Plan, including expenses necessary or appropriate to amend or revise the Plan to adjust to changes in the law or to implement policies adopted by the Employer, and also including the compensation of the Actuary, the Funding Agent or attorneys, investment managers or advisors for the Plan, if any, and such other technical and clerical assistance as may be required, shall be payable out of the assets of the Plan; provided, however, that the Employer, in its absolute discretion, may elect at any time to pay part or all thereof directly, but any such election shall not bind the Employer as to its right to elect with respect to the same or other expenses at any other time to have such expenses paid from the Plan's assets.

3.06 Information.

(a) To enable the Administrative Committee to perform its functions, the Employer shall supply it full and timely information on all matters relating to the Compensation of all Employees, their length of service, retirement, death, or other termination of employment, and such other pertinent facts as the Administrative Committee may require.

(b) The Administrative Committee shall provide the Funding Agents such information as they shall require in order to issue the proper contracts and pay the benefits determined by the Committee to be payable.

(c) Each Participant from time to time shall furnish to the Administrative Committee such information as shall reasonably be required by the Committee on such forms as the Committee shall prescribe.

3.07 Resignation and Removal. Members of the Administrative Committee may resign by giving at least fifteen days' written notice to the Employer, unless such notice is

waived. The Executive Director of the Employer shall fill all vacancies as soon as is reasonably possible, except that vacancies created by the resignation of members elected by the Participants shall be filled by new elections as soon as is reasonably possible, and a vacancy created by the resignation of the member selected by the Chairman of the Board of Directors shall be filled by such Chairman. The ex-officio members shall be removed from the Committee if and when they cease to hold an office entitling them to Committee membership. The member selected by the Chairman of the Board of Directors may be removed at any time by such Chairman. Elected members shall be removed from the Committee if and when they cease to be Employees or fail to be reelected.

3.08 Administrative Powers. The Administrative Committee shall have exclusive responsibility and full discretionary authority to control the operation and administration of the Plan, with all powers necessary to enable it to do so, including, but not by way of limitation, the following:

- (a) To resolve all questions relating to eligibility;
- (b) To determine the benefits payable to Participants and their Beneficiaries, to determine when and to whom payment is to be made; and to instruct the Funding Agents to pay all benefits so determined;
- (c) To interpret Plan provisions and make and publish rules not inconsistent with the terms hereof for the administration of this Plan and to amend such rules;
- (d) To employ and consult with legal counsel regarding the construction of this Plan, or the Administrative Committee's obligations or duties hereunder, or any question of law, and to pay such counsel no more than reasonable compensation for services rendered, and reimbursement for expenses actually incurred in rendering such services;
- (e) To employ accountants, Actuaries, consultants, and other agents or personnel as it deems advisable, and to pay such persons no more than reasonable compensation for services rendered, and reimbursement for expenses actually incurred in rendering such services;
- (f) To delegate administrative duties to others, in a manner that is not inconsistent with the terms of this Plan;
- (g) To compromise, settle and/or adjust any claim or demand by or against the Plan and to agree to any rescission or modification of any contract or agreement affecting the Plan; and
- (h) To determine all questions, including, without limitation, questions of fact, relating to any of the foregoing powers and duties.

3.09 Standard of Conduct. The members of the Administrative Committee shall use the care, skill, prudence, and diligence in the exercise of their powers and the performance of their duties hereunder that a prudent person, who is familiar with such matters, would use in the conduct of an enterprise of a like character and with like aims under similar circumstances.

3.10 Certification to Administrative Committee. Whenever in the administration of the Plan a certification is required to be given to the Administrative Committee or the Administrative Committee shall deem it necessary that a matter be proved prior to taking, suffering, or omitting any action hereunder, such certification shall be duly made and said matter may be deemed conclusively to be proved by an instrument, delivered to the Administrative Committee by and signed by an authorized agent of the Employer. The Administrative Committee shall be fully protected in acting upon any notice, resolution, order, certificate, opinion, telegram, or letter or other document believed by the Administrative Committee to be genuine and to have signed by an authorized party or parties. The Administrative Committee shall not be liable for any action taken or omitted on the instruction of the Employer, or in the absence of such instructions, for the omission of any actions as to which the Employer is required or authorized to instruct them, or for any failure of Contributions to meet benefits or other liabilities under this Plan. The Administrative Committee may at any time request instruction of the Employer as to any action relating to the Plan.

3.11 Indemnification; Insurance. To the extent permitted by law, the Employer shall and does hereby indemnify and agree to hold harmless the Administrative Committee, its members, any Employee to whom the Administrative Committee shall have allocated any responsibility or delegated any duty, and the Employer's Board of Directors, from all loss, damage, or liability, joint or several, including payment of expenses in connection with defense against any such claim, for their acts, omissions and conduct, and for the acts, omissions and conduct of their duly appointed agents, in the administration of the Plan, which acts, omissions, or conduct constitutes or is alleged to constitute a breach of such individual's or other party's fiduciary responsibilities, except for those acts, omissions, or conduct resulting from his or her own willful misconduct, willful failure to act, or gross negligence; provided, however, that if any party would otherwise be entitled to indemnification hereunder in respect of any liability and such party shall be insured against loss as a result of such liability by any insurance contract or contracts, such party shall be entitled to indemnification hereunder only to the extent by which the amount of such liability shall exceed the amount thereof payable under such insurance contract or contracts.

3.12 Method of Payment. A Funding Agent may make any payment or distribution required to be made hereunder by first class mail in a sealed envelope addressed to the person to whom such payment or distribution is to be made. Neither the Administrative Committee nor the Funding Agent shall be required to make any investigation to determine the identity or mailing address of any person entitled to benefits. The Funding Agent shall make distributions from the Plan in accordance with the directions of the Administrative Committee.

3.13 Reports to Employees. The Administrative Committee shall cause to be furnished to each Employee such written summaries of the Plan and any amendment thereto and such other reports and notices as are required by law.

3.14 Reports Required by Law. The Administrative Committee shall have the authority to file or cause to be filed all such annual reports, returns, schedules, registrations, descriptions, financial statements, and other statements as may be required by any federal or state statute, agency, or authority within the time prescribed by law or regulation for the filing thereof.

3.15 Funding Policy. The Employer shall establish a funding policy and method consistent with the objectives of the Plan and the applicable requirements of the Code. After the close of each Plan Year, the Employer shall review such funding policy and method. In establishing and reviewing such funding policy and method, the Employer shall endeavor to determine the Plan's short term and long term objectives and financial needs, and shall take into account the need for liquidity to pay benefits. Either the Employer or the Administrative Committee may, but shall not be required to obtain periodic actuarial reviews of the Plan. All actions of the Employer taken pursuant to this section and the reasons therefor shall be recorded and communicated to the Administrative Committee.

ARTICLE IV ELIGIBILITY

4.01 Participants. Each Employee shall become a Participant on his or her Entry Date. A Participant shall cease to be a Participant after he or she ceases to be an Employee and has received distribution of all benefits to which he or she or his or her Beneficiary are or will be entitled.

4.02 Returning Employees. In the event that a Participant ceases to be an Employee, and later becomes an Employee again, he or she shall become a Participant on his or her Reemployment Commencement Date. For all purposes of this Plan except Section 2.36, the Entry Date of such an Employee shall be one month earlier than his or her Reemployment Commencement Date for each month of Benefit Service for which such Employee is entitled to credit for service before his or her employment was terminated.

4.03 Mandatory Participation. Participation in this Plan by eligible Employees shall be mandatory.

4.04 Qualified Military Service.

(a) Notwithstanding any other provision of the Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code.

(b) Effective January 1, 2007, the surviving Spouse or minor children of an Employee who dies while performing qualified military service (as defined under section 414(u) of the Code) shall be entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) that would be provided under the Plan had the Employee died as an Employee, in accordance with section 401(a)(37) of the Code.

ARTICLE V RETIREMENT BENEFITS

5.01 Normal Retirement Benefits. Each Participant who retires on the Participant's Normal Retirement Date shall receive benefits in the amount and form provided in section 5.04, except as otherwise provided in this Article.

5.02 Early Retirement Benefit. A Participant who retires on the Participant's Early Retirement Date shall be eligible to receive benefits that are the Actuarial Equivalent of the Participant's Normal Retirement Benefit, determined pursuant to Plan section 5.04, based on the Participant's actual Compensation, Expected Service, and Ratio of Service at that time.

5.03 Disability Retirement Benefits.

(a) A Participant who suffers a Disability while an Employee and resigns on account of the Disability may retire under the Plan on the Participant's Retirement Date, provided, however, that if the Participant recovers from the Disability, but does not resume active employment as an Employee, the Participant shall receive a termination benefit under Article IX in lieu of any retirement benefits. If a Participant dies during the period of the Participant's Disability and before the Participant's Retirement Date, the Participant's Beneficiary shall receive the death benefit to which the Participant would be entitled under section 8.01 if such Participant were still employed at the time of the Participant's death.

(b) Effective July 1, 1991, solely for purposes of determining the retirement, termination or death benefit of a Participant who has suffered a Disability, such Participant shall be credited with Benefit Service, Years of Vesting Service, and Compensation during the period of the Participant's Disability, but not beyond the Participant's Normal Retirement Date. Compensation shall be credited at rates equal to the Participant's salary as of the date of the Participant's Disability, increased from time to time by the percentage of any cost of living increases granted by the Employer to all Employees. Such Participant shall not be deemed to have received any other salary increases, such as those that might have resulted from promotions or length of service, after the date of the Participant's Disability.

5.04 Normal Retirement Benefit Amount and Form.

(a) Subject to subsection (c) of this section, the annual amount of a Participant's Normal Retirement Benefit shall be eighty percent (80%) of the Participant's High Three-Year Average Compensation, reduced by one-third of one percent times the excess, if any, of 300 months over the Expected Service of such Participant; and then multiplied by the Participant's Ratio of Service. In the case of a Participant whose Vested Portion of the Participant's Accrued Benefit Derived from Employer Contributions (determined under section 9.03) is less than one hundred percent (100%), the amount of the benefit shall be determined under section 9.02, as if the Participant's employment had terminated other than by reason of retirement, rather than in accordance with the preceding sentence. This amount shall be payable in monthly installments from the Annuity Starting Date until the month in which the Participant dies. In the event that the Participant dies before 120 monthly payments have been made, the Participant's Beneficiary shall receive monthly payments in the same amount until a total of 120 payments have been made to the Participant and the Beneficiary.

(b) Effective July 1, 2010, but only for Employees hired before that date, a Participant who retires on or after his or her Normal Retirement Date may become eligible on his or her Retirement Date for a supplemental benefit, determined by subtracting 240 from the lesser of (i) the number of unused hours of sick leave the Participant was credited with on June 30, 2010, minus the number of unused hours of sick leave the Participant was credited with on the first pay period beginning on or after September 1, 2000 or (ii) the number of hours of unused

sick leave the Participant is credited with on his Retirement Date. If positive, the resulting number shall be divided by 240 (the "Credit"). The supplement, if any, shall be the difference between the Normal Retirement Benefit determined under subsection (a) and a benefit determined under the same formula, but with the addition of the Credit to the Participant's Benefit Service, Expected Service, Compensation, or all of them, as follows. The entire Credit shall be added to the Participant's Benefit Service and Expected Service if, as a result, Benefit Service does not exceed 300. If, however, the Participant's Benefit Service equals or exceeds 300 prior to considering the Credit, the Credit shall be multiplied by one-sixtieth of the Participant's Compensation in the year of retirement, and added to the High Three-Year Average Compensation otherwise determined. If, however, the Participant's actual Benefit Service does not exceed 300, but would do so if augmented by the Credit, the Credit shall be added to Benefit Service and Expected Service, but only until Benefit Service equals 300. Any Credit remaining shall be applied to increase Compensation, as provided in the preceding sentence.

(c) In no event shall the maximum annual benefit payable under the Plan with respect to a Participant at any time within a Plan Year (which shall be the limitation year) exceed the limitations imposed under Code section 415 (as applicable to governmental plans), the provisions of which are incorporated into the Plan by reference. Any reductions required by Code section 415(e) shall, to the extent such section is applicable, be made in benefits under this Plan with respect to a Participant in this Plan. The repeal of Code section 415(e) shall not result in any change in the benefit payable under the Plan with respect to a Participant whose termination of employment occurs prior to January 1, 2000.

5.05 Joint and Survivor Annuity.

(a) Notwithstanding anything to the contrary in section 5.04, if a Participant's spouse is living on the Participant's Retirement Date, the Participant's retirement benefit, instead of being the normal form of benefit described in section 5.04, shall be paid in the form of a Joint and Survivor Annuity if the following conditions have been met:

(1) The Participant and the spouse have been married throughout the one-year period ending on the Participant's Retirement Date; and

(2) The Participant has not elected in writing to have the Participant's benefit paid under the normal form described in section 5.04, or an optional form described in section 5.08.

(b) The election described in clause (2) of subsection (a) must be made in writing prior to the Participant's Annuity Starting Date. A reasonable period of time before the Participant's Annuity Starting Date, the Administrative Committee shall provide the Participant, by mail or personal delivery, with a written notification which explains in nontechnical language the terms and conditions of the Joint and Survivor Annuity, the circumstances in which it will be provided unless the Participant elects otherwise, the availability of the election, the rights of the Participant's spouse under this subsection, and the financial effect of an election. In the case of a married Participant, any election to waive the Joint and Survivor Annuity shall be ineffective unless (1) the Participant's spouse consents in writing to such election, and the spouse's consent acknowledges the effect of such election and is witnessed by a member of the Administrative Committee or by a notary public, or (2) it is established to the satisfaction of the Administrative

Committee that the consent cannot be obtained, because, for example, there is no spouse or the spouse cannot be located. Any election to waive the Joint and Survivor Annuity, and any revocation of such election, may be made solely by an instrument (in form acceptable to the Administrative Committee) signed by the Participant and filed with the Administrative Committee during the election period described in this subsection, provided, however, that a spouse's consent to an election to waive may not be revoked by such spouse, unless the Participant revokes his or her election.

5.06 Revocation of Election. An election described in section 5.05 may be revoked in writing at any time prior to a Participant's Annuity Starting Date. After such an election is revoked, another election may be made at any time prior to such Annuity Starting Date.

5.07 Definition of Joint and Survivor Annuity. The Joint and Survivor Annuity referred to in section 5.05 shall be a reduced benefit that is the Actuarial Equivalent of the benefit payable to the Participant under the normal form described in section 5.04. Such Joint and Survivor Annuity shall be payable to the Participant during the Participant's lifetime from the Participant's Annuity Starting Date until the month of the Participant's death. If a Participant dies before receiving at least 120 monthly benefit payments, payments in the same amount shall be made to the Participant's spouse, if living, or to the Participant's Beneficiary, if the Participant's spouse is not living, until a total of 120 payments have been made to the Participant, the Participant's spouse, and the Participant's Beneficiary. After a total of 120 such payments have been made, the Participant's spouse shall receive monthly benefit payments for life at fifty percent (50%) of the original monthly amount. No benefits shall be paid under this section to a spouse (except as a Beneficiary) unless the spouse has been married to the Participant for a one-year period ending on the Annuity Starting Date, and for one year ending on the date of the Participant's death.

5.08 Optional Settlement.

(a) Subject to Plan section 5.04(b), any Participant entitled to receive benefits under this Article V may elect to receive all such benefits in the form of a Normal Retirement Benefit without 120 monthly payments guaranteed or, if married, in the form of Joint and Survivor Annuity, with the Participant's surviving spouse receiving one hundred percent (100%) of the original monthly amount. Each such optional settlement shall be an Actuarial Equivalent of the Participant's Normal Retirement Benefit.

(b) Any Participant entitled to receive benefits under this Article V may elect instead to receive the voluntary cash-out payment provided under section 9.05(b), subject to the requirements stated therein.

5.09 Late Retirement Benefit. If a Participant retires after the Participant's Normal Retirement Date, the Participant's Annuity Starting Date shall be the first day of the month following the month that includes the Participant's Retirement Date. The Participant's retirement benefit shall not be actuarially adjusted on account of late retirement. For purposes of determining the Participant's Normal Retirement Benefit, Expected Service shall be increased by the number of months of Benefit Service completed by the Participant after the month that includes the Participant's Normal Retirement Date, provided that Expected Service shall not be

increased to more than 300 months by reason of this section, and that in no event shall a Participant's Ratio of Service exceed one (1).

5.10 Cost of Living Adjustment. Except as otherwise provided in this Plan, every benefit payable under this Plan in the form of an annuity shall be increased, effective each July 1 occurring after the Annuity Starting Date of such benefit, by half the percentage increase, if any, in the consumer price index determined by the Bureau of Labor Statistics over the twelve (12) months ending in the immediately preceding May. In no event shall such increase in benefits in one year exceed three percent (3%). In the case of a benefit the Annuity Starting Date of which occurs less than twelve (12) months before the date as of which an increase under this subsection is to become effective, such increase shall be limited to one-twelfth (1/12) of the percentage increase in benefits (determined without regard to this sentence) for each month between the Annuity Starting Date and the effective date of such increase.

5.11 No Suspension of Benefits Upon Reemployment. Payment of benefits in accordance with this Article V shall not be suspended upon the reemployment of a Participant.

5.12 Limitations on Distributions. Notwithstanding anything contained herein to the contrary, any benefit provided under this Plan shall be subject to the requirements of Code section 401(a)(9) and any regulations promulgated thereunder by the Secretary of the Treasury, which are incorporated into the Plan by reference, including Code section 401(a)(9)(G) and regulation sections 1.401(a)(9)-2 to 1.401(a)(9)-9. To summarize these requirements, the entire interest of each employee shall be distributed to such employee not later than the required beginning date, or will be distributed, beginning not later than the required beginning date, in accordance with such regulations, over the life of such employee or over the lives of such employee and a designated beneficiary (or over a period not extending beyond the life expectancy of such employee or the life expectancy of such employee and a designated beneficiary). The term required beginning date means April 1 of the calendar year following the later of the calendar year in which the employee attains age 70½, or the calendar year in which the employee retires.

5.13 Retirement Subsidy. Each Participant who retires on or after attaining Normal Retirement Age while an Employee shall become eligible on his or her Retirement Date to receive a supplemental monthly payment in the amount of \$200.00, which amount shall be subject to increase each year. The increase, if any, shall be determined in the same manner as the cost of living adjustment provided under Section 5.10, but Section 5.10 shall not otherwise apply to this retirement subsidy. A Participant who retires on or after attaining Early Retirement Age, but before Normal Retirement Age, shall become eligible on the Retirement Date to receive a monthly payment in an Actuarial Equivalent amount. Payment of this retirement subsidy shall begin on the Participant's Annuity Starting Date and shall be payable only in the form of an annuity for the life of the Participant and, if the Participant was married on the Annuity Starting Date, the life of such spouse. Any Participant or former Participant who attained Early Retirement Age while an Employee, who is still alive, and who terminated employment prior to July 1, 2004, shall also be eligible for this subsidy, with payments beginning on the later of such date or the Participant's Retirement Date.

ARTICLE VI
CONTRIBUTIONS

6.01 Employer Contributions. It is the intention of the Employer from time to time to make such Contributions under the Plan as shall be required in addition to mandatory Employee Contributions under generally accepted actuarial principles to maintain the Plan in a sound condition as to the Participants, and to defray reasonable expenses of administering the Plan. The Contributions shall be delivered by the Employer to a Funding Agent and shall be accepted by the Funding Agent.

6.02 Application of Forfeitures. Any amounts forfeited by a Participant or former Participant shall not be used to increase the benefits of other Participants or Beneficiaries. In no event shall they be returned to the Employer until all of the Employer's liabilities under this Plan have been fulfilled.

6.03 Mandatory Employee Contributions.

(a) Amount. Each Participant shall be required to contribute to the Plan 5% (five percent) of Compensation, increased to six percent (6%) effective September 14, 2008, and seven percent (7%) effective July 1, 2009. These Contributions shall be payable in bi-weekly installments through payroll deductions. The Employer shall collect Employee Contributions and remit them to the Funding Agent. There shall be no voluntary Employee Contributions.

(b) Employer Pickup. Notwithstanding anything in subsection (a) to the contrary, the Employer shall pick up all Employee Contributions required with respect to Compensation. Each Employee's salary shall be reduced by the amount of his or her Employee Contributions that are picked up by the Employer. The Employer shall pay the picked up Employee Contributions to the Funding Agent, and they shall be treated for all purposes of the Plan as Employee Contributions. The picked up Employee Contributions are, however, intended to be treated as "employer contributions" under Code section 414(h)(2), and therefore to be excludable from the Employee's gross income for federal income tax purposes.

6.04 Suspension or Discontinuance of Contributions. The Employer intends to continue to make Contributions to the Plan until all benefits under it are fully funded. However, the Employer is under no contractual obligation to continue Contributions and it may, for reasons of business necessity or otherwise, suspend or discontinue Contributions.

6.05 No Termination on Decrease or Discontinuation of Contributions. If Employer Contributions and/or future benefit accruals are decreased or discontinued, the Plan shall not be terminated or partially terminated, unless a potential reversion to the Employer is created or increased.

6.06 Responsibility for Collection of Contributions. Neither the Administrative Committee nor the Funding Agents shall be liable or responsible for collecting either Employer or Employee Contributions, and the Funding Agents shall have only the duty of receiving and applying such Contributions.

6.07 Reliance Upon Statements. In determining the amount of the annual Contribution, any valuation by Actuaries or pension consultants, if any, employed by the Administrative Committee or the Employer may be relied upon by all parties.

ARTICLE VII FUNDING

7.01 Funding Agents. The Administrative Committee shall have the power and responsibility to see that the assets of the Plan are held securely and invested appropriately and in furtherance thereof may enter into a Contract or Contracts with one or more Insurers for the purpose of funding the benefits under this Plan. To the extent not held under such Contracts, the assets of the Plan shall be held in trust pursuant to a written agreement (a "Trust Agreement") with a trustee (the "Trustee"), which shall be a bank. The Trust Agreement shall be part of the Plan. The term "Funding Agent" shall refer collectively to any such Insurers and the Trustee.

7.02 Actuarial Calculations. The Administrative Committee is authorized to engage Actuaries or to request an Insurer to perform required actuarial calculations. The Administrative Committee shall supply the Actuaries or the Funding Agent with all necessary data.

7.03 Provisions Relating to the Funding Agents. The Administrative Committee shall execute all necessary receipts and releases to the Funding Agent. The Funding Agent shall not be required to take or permit any action contrary to the provisions of its agreement with the Administrative Committee, or be obligated to take any action that is not provided for in such agreement. Except as may be specifically provided herein, no Funding Agent shall be deemed to be a party to this Plan, or be held responsible for its validity.

7.04 Termination or Modification of Agreements. The Employer or the Administrative Committee shall have the power to terminate or modify any Contract or Trust Agreement entered into pursuant to section 7.01, and replace any Funding Agent in accordance with the provision of such Contract or Trust Agreement.

7.05 Appointment of Investment Manager. The Administrative Committee may appoint one or more "Investment Managers," to manage and direct the investment of all or any specified portion of the Trust Fund, which Investment Manager or Investment Managers, during the term and to the extent of such appointment, may direct the Trustee in writing in the exercise of its investment powers. The Administrative Committee shall certify to the Trustee in writing the appointment, the identity, and the discharge of any such Investment Manager. The Trustee shall not be liable for the acts or omissions of any such Investment Manager or be under any obligation to invest or otherwise manage any assets of the Trust Fund which are subject to the management of any such Investment Manager other than as directed by any such Investment Manager.

ARTICLE VIII DEATH BENEFITS

8.01 Employees.

(a) Basic Death Benefit. If a Participant dies while an Employee, the Participant's Beneficiary shall be entitled to receive a death benefit equal to the excess, if any, of

a lump sum which is the Actuarial Equivalent of the Participant's Accrued Benefit immediately before the date of the Participant's death over the proceeds of any group term life insurance policy maintained by the Employer on the life of such Participant.

(b) Survivors' Benefits. If a Participant who dies before his or her employment is terminated has a surviving dependent child under age nineteen, or age twenty-three if enrolled as a full time student in an accredited college or university, such child shall receive an additional benefit under this subsection (b). If the Participant has a surviving spouse, such spouse shall also receive a benefit in the same amount under this subsection (b) for as long as at least one of the Participant's surviving children is entitled to a benefit under this subsection (b). For purposes of this subsection, the term dependent shall be defined as it is in Code section 152. All such benefits payable after June 30, 1981, shall be payable at the rate of one hundred dollars (\$100) per month, increased pursuant to Section 5.10 from July 1, 1981 to the date of commencement. After the date of commencement, no additional increases in such benefits as a result of increases in the cost of living shall be made.

8.02 Terminated Employees. In the event that a Participant who is not an Employee dies before commencing to receive benefits, the Participant's Beneficiary shall receive a death benefit equal to a lump sum which is the Actuarial Equivalent of the sum of the Participant's Accrued Benefit Derived from Employee Contributions and the Vested Portion (as defined in section 9.03) of the Participant's Accrued Benefit Derived from Employer Contributions. For purposes of this section and section 8.01, a Participant who took a Disability Retirement shall be treated as an Employee to the extent provided by section 5.03(a).

8.03 Determination of Actuarial Equivalent. For purposes of sections 8.01 and 8.02, the lump sum Actuarial Equivalent of a Participant's Accrued Benefit shall be determined pursuant to section 9.05(b).

8.04 Form of Benefit. The death benefits provided under this Article VIII, except the survivor's benefits under section 8.01(b), shall be paid in the form of a lump sum, unless the Beneficiary is the spouse of the deceased Participant. A spouse shall receive either a lump sum, a single life annuity, or a single life annuity with 120 monthly payments guaranteed, each of which shall be an Actuarial Equivalent. The form shall be determined in accordance with section 8.05. Any death benefit paid from the Plan to a spouse in the form of an annuity shall be increased each July 1 by the percentage benefit increase, if any, determined for that year under section 5.10.

8.05 Designation of Beneficiary and Benefit Form. Every Participant shall have the right (subject to District of Columbia or applicable state law) to designate a Beneficiary or Beneficiaries to receive any death benefits, except those provided by section 8.01(b), and the form of such benefits. The Participant may change such designation from time to time by filing an acceptable designation with the Administrative Committee. If a Participant fails to designate a Beneficiary or Beneficiaries, the Participant's Beneficiaries shall be the Participant's spouse, or if there is no spouse, the Participant's heirs, in such proportions as they would inherit the Participant's estate in accordance with the applicable laws of intestacy. If a Participant fails to designate the form in which death benefits are to be paid, a Beneficiary who is the spouse of the Participant may elect any one of the three forms provided under section 8.04.

ARTICLE IX
BENEFITS UPON TERMINATION OF EMPLOYMENT

9.01 Termination Benefit. If a Participant voluntarily or involuntarily ceases to be an Employee, other than by reason of death, Disability, or retirement, he or she shall be entitled to a benefit determined under the provisions of this Article beginning after his or her Normal Retirement Date.

9.02 Amount of Benefit. The benefit to which a Participant shall be entitled under section 9.01 shall be the sum of his or her Accrued Benefit Derived from Employee Contributions and the Vested Portion (as defined in section 9.03) of his or her Accrued Benefit Derived from Employer Contributions.

9.03 Vested Portion. In the case of a Participant whose Entry Date is before July 1, 1988, and whose employment is terminated on or after his or her Normal Retirement Date, the Vested Portion of his or her Accrued Benefit Derived from Employer Contributions shall be one hundred percent of such Accrued Benefit. For all other Participants, the Vested Portion of a Participant's Accrued Benefit Derived from Employer Contributions shall be equal to the product of his or her Accrued Benefit Derived from Employer Contributions and the percentage listed in the applicable table below opposite the number of Years of Vesting Service that he or she has completed. The Year 2000 Vested Percentage table shall apply to an Employee with an Hour of Service on or after April 12, 2000. The Vested Percentage table shall apply to any other Employee.

Completed Years of Vesting Service	Vested Percentage	Year 2000 Vested Percentage
0 or 1	0%	0%
2	40%	40%
3	50%	60%
4	60%	80%
5	70%	100%
6	80%	100%
7	90%	100%
8	100%	100%

9.04 Form of Benefit. Except as otherwise provided in section 9.05, a benefit to which a Participant becomes entitled under this Article shall be paid in accordance with Article V beginning on his or her Annuity Starting Date.

9.05 Lump Sum Distribution Upon Termination of Employment.

(a) Involuntary Cash-Outs. If the lump sum Actuarial Equivalent of the Vested Portion of a terminating Participant's Accrued Benefit is less than or equal to One Thousand Dollars (\$1,000), calculated as of the date on which the Participant terminates employment, then the lump sum Actuarial Equivalent of the Participant's Accrued Benefit,

determined pursuant to subsection (d) hereof, and including the anticipated value of the cost of living adjustment provided for in Section 5.10, shall be paid in a single lump sum

(b) Voluntary Cash-Outs. Any Participant not described in subsection (a), including a Participant who terminated employment prior to April 8, 1998, who is now or who becomes entitled to a benefit under this Article shall be entitled to elect to receive either a Joint and Survivor Annuity under which payments would commence immediately or a lump sum payment which is the Actuarial Equivalent of the Participant's Accrued Benefit, including the anticipated value of the cost of living adjustment provided for in Section 5.10, which payment shall be in full satisfaction of all benefits due under the Plan. The election will be effective only if made within the one hundred eighty (180) day period beginning on the date the appropriate election forms are provided to the Participant by or on behalf of the Administrative Committee. The election will become irrevocable when made or, if later, seven (7) days from the date the election forms are provided to the Participant. However, no election by a married Participant will become effective unless the election includes spousal consent to an irrevocable waiver of payment in the form of the immediate Joint and Survivor Annuity and the consent would satisfy the requirements of section 5.05(b).

(c) Time of Distribution. Any distribution made pursuant to subsection (a) of this section shall be made as soon as practicable after the date on which the Participant terminates employment or, in the case of a Participant who terminated prior to April 8, 1998, not later than December 31, 2000. A distribution elected pursuant to subsection (b) shall be made, or in the case of an annuity begin, as soon as practicable after the Participant's election has become irrevocable.

(d) Value of Accrued Benefit Derived from Employee Contributions. For purposes of determining the amount of a distribution under either subsection (a) or subsection (b) of this section, or sections 8.01 or 8.02, the lump sum Actuarial Equivalent of the Accrued Benefit Derived from Employee Contributions of a Participant shall be equal to the sum of all Employee Contributions made by such Participant, plus interest at the rate determined for such Participant under section 2.02, from the date of each such Contribution to the date of the distribution. Notwithstanding the preceding sentence, the present value shall be determined without regard to Employee Contributions that are disregarded under the second sentence of section 2.02.

9.06 Disregard of Prior Service. If a Participant receives a distribution pursuant to section 9.05, all service by such Participant prior to the distribution shall be disregarded in computing his or her Benefit Service and Years of Vesting Service, unless the Participant becomes an Employee again and, within five (5) years of his or her Reemployment Commencement Date, repays to the Plan the full amount that was distributed, plus interest, at the rate determined for such Participant under section 2.02, from the date of the distribution to the date of repayment. Permissible sources of the repayment include, without limitation, funds held by the Participant under an "eligible retirement plan," as defined in Section 9.09(a), that may be transferred to the Plan. In the case of a voluntary cash-out distribution made pursuant to Section 9.05(b), only one such repayment may be made without the written approval of the Administrative Committee.

9.07 Vested Interest in Employee Contributions. Each Participant shall at all times have a one hundred percent (100%) vested interest in his or her Accrued Benefit Derived from Employee Contributions.

9.08 Forfeitures. A Participant who becomes entitled to a benefit under this Article shall forfeit the nonvested portion of his or her Accrued Benefit. Forfeitures shall be applied as provided in section 6.02.

9.09 Right to Direct Rollover. A Participant who is entitled to a distribution under the Plan, his or her surviving spouse, or his or her former spouse who is the alternate payee under a Qualified Domestic Relations Order (a “distributee”), may elect, at the time and in the manner prescribed by the Administrative Committee, to have any portion of an “eligible rollover distribution” paid directly to an “eligible retirement plan” specified by the distributee in a “direct rollover.”

(a) Definitions. For purposes of this section, 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 distribution to the extent such distribution is required under Code section 401(a)(9); 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, or for a specified period of ten years or more; or the portion of any distribution that is not includible in gross income. An “eligible retirement plan” is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), or a qualified trust described in Code section 401(a) that accepts the distributee’s eligible rollover distribution. An eligible retirement plan also includes an annuity contract described in section 403(b) of the Code and an eligible plan under section 457(b) of the Code which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a Qualified Domestic Relation Order. A “direct rollover” is a payment by the Plan to the eligible retirement plan specified by the distributee.

ARTICLE X
AMENDMENTS TO OR
TERMINATION OF THE PLAN

10.01 Right of Employer to Amend or Terminate Plan. While it is the intention of the Employer to continue the Plan indefinitely as to its Participants, the Employer reserves the right to modify, amend, or terminate the Plan in whole or in part at any time and from time to time by an instrument in writing executed on its behalf by its Board of Directors; provided, however, that the Plan shall not be amended in such manner as would reduce the Accrued Benefit of any Participant or Beneficiary, cause or permit any part of the Plan assets to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries, or cause or permit any portion of such assets to inure to the Employer’s benefit or revert to, or become the property of, the Employer, prior to the satisfaction of all liabilities under the Plan with respect to such

Participants and Beneficiaries. Notwithstanding the foregoing, the Plan may be amended, with or without retroactive effect, as the Employer deems necessary and as may be permitted or required by law.

10.02 Amendment of Vesting Provisions. Anything to the contrary in section 10.01 notwithstanding, the vesting provisions of the Plan (Article IX) shall not be amended so as to make the nonforfeitable percentage of the Accrued Benefit of any Participant or Beneficiary, determined as of the later of the date of adoption or effectiveness of such amendment, less than his or her nonforfeitable percentage computed under the Plan without regard to such amendment. If an amendment to the Plan changes any vesting schedule hereunder, each Participant who has completed at least three (3) Years of Vesting Service will be permitted to elect, within a reasonable period after the adoption of such amendment, to have his or her nonforfeitable percentage computed under the Plan without regard to such amendment, unless such Participant's nonforfeitable percentage under the Plan, as amended, cannot at any time be less than such percentage computed without regard to such amendment.

10.03 Termination of Plan. In the event that the Employer shall terminate or partially terminate the Plan (within the meaning of section 411(d)(3)(A) of the Code), the rights of all Participants and Beneficiaries to Accrued Benefits under the Plan as of the date of such termination (or, in the case of a partial termination, the rights of all affected persons to Accrued Benefits to the extent of the partial termination), to the extent then funded, shall be nonforfeitable. After providing for the expenses of the Plan, the assets remaining in the Plan shall be used and applied for the benefit of Participants and Beneficiaries who at the date of retirement or termination of employment may have been entitled to future retirement benefits, and allocated in accordance with section 4044 of the Employee Retirement Income Security Act of 1974, as amended. If any assets remain after the satisfaction of all liabilities of the Plan to Participants and Beneficiaries, they shall be distributed to the Employer.

10.04 Distribution Media. The allocations for which provision is made in this Article X may be accomplished through (a) the continuation of the Plan; or (b) the purchase and/or distribution of group contracts or individual annuity contracts; or (c) the distribution of cash; or (d) any combination of the foregoing.

ARTICLE XI MISCELLANEOUS PROVISIONS

11.01 Rights Reserved by Employer. This Plan shall not be construed as creating any contract of employment. The Employer shall retain the right to deal with its Employees and to terminate their employment at any time, as if this Plan had not been created. Participation in this Plan shall not give any Employee any right or interest except as expressly provided.

11.02 Legal Effect of Payment by Funding Agent. Payments to a Participant, or to his or her legal representative or Beneficiary, in accordance with the provisions of this Plan, to the extent of such payments, shall be in full satisfaction of all claims hereunder against the Funding Agents, the Administrative Committee, and the Employer, any of whom may require, as a condition precedent to such payment, the execution of an acceptable receipt.

11.03 Agreement to Comply. All parties to this Plan and all persons claiming any interest whatsoever hereunder agree to perform any and all acts and execute any and all documents that may be necessary or desirable for the administration of the Plan.

11.04 Exclusions and Separability. Each provision hereof shall be independent of each other provision hereof and if any provision of this Plan proves to be, or is held by any court, or tribunal, board or authority of competent jurisdiction to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the other provisions or terms hereof.

11.05 Limitation of Liability. Only the Insurers, and not the Administrative Committee or the Employer, shall be responsible for the validity of any Contracts and for the failure of an Insurer to make any payment or provide any benefit under any Contract. To the extent permitted by applicable law, neither the Administrative Committee nor the Employer shall be responsible for the action of any person that may render any Contract invalid or unenforceable; for any inability to perform; or for any delay in performing any act occasioned by any restriction or provision of any Contract. In case it becomes impossible for the Administrative Committee or the Employer to perform any act under this Plan, that act shall be performed that in the judgment of the Administrative Committee will most nearly carry out the intent and purposes of this Plan. All parties to this Plan or in any way interested herein shall be bound by any acts performed under such conditions.

11.06 Inalienability of Benefits. Benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability that is for alimony or other payments for the support of a spouse or former spouse, or for any other relative of an Employee, prior to their actual receipt by the person entitled to the benefits under the terms of the Plan; and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits hereunder. This section shall prohibit the creation, assignment, or recognition of a right to any benefit payable with respect to a Participant pursuant to a domestic relations order, unless the Administrative Committee determines that the order is a Qualified Domestic Relations Order. Benefits shall be paid pursuant to a Qualified Domestic Relations Order to the extent provided therein, even if such Order provides for payment at a time the Participant would not be eligible to receive benefits under the Plan.

11.07 Governing Law. This Plan shall be construed, administered and governed in all respects by the laws of the District of Columbia, except to the extent to which they are preempted by federal law.

11.08 Return of Contributions. Notwithstanding anything to the contrary elsewhere contained in this Plan, if a Contribution is made to the Plan by the Employer as a result of a mistake of fact, the Employer shall be entitled to receive a return of such Contribution within one year after the payment of such Contribution.

11.09 Payments for Incompetent Persons. If the Administrative Committee shall find that a person to whom a benefit is payable under the Plan is a minor or is unable to care for his or her affairs because of a mental or physical condition, illness, or accident, any payment due (unless a prior claim therefor shall have been made by a duly appointed guardian, committee or other legal representative) may be paid in the discretion of the Administrative Committee to the Participant's spouse, child, grandchild, parent, brother or sister, or to a person deemed by the Administrative Committee to have incurred expense for such person entitled to payment. Any such payment shall be a complete discharge of any liability under the Plan therefore.

11.10 Inability to Locate Participants or Beneficiaries. If the Administrative Committee is unable, after reasonable effort, to ascertain the identity, whereabouts or existence of any Participant or Beneficiary to whom a benefit is payable under this Plan, the benefits otherwise payable to the Participant or Beneficiary shall be forfeited, anything to the contrary contained elsewhere in this Plan notwithstanding; provided, however, that any benefits so forfeited shall be reinstated if, at any time prior to the termination of the Plan, a claim is subsequently made by such Participant or Beneficiary or if proof of death of such person satisfactory to the Administrative Committee is received by the Administrative Committee. However, any benefits lost by reason of escheat under applicable District of Columbia or state law shall be considered forfeited and shall not be subsequently reinstated.

11.11 Gender. Wherever used in this Plan, a masculine or feminine pronoun shall be deemed to include the masculine and feminine gender, and a singular word shall be deemed to include the singular and plural, in all cases where the context so requires.

11.12 Construction. This Plan is intended to qualify under the Code and regulations thereunder and any other applicable federal laws and regulations, and the provisions of the Plan shall be construed in a manner consistent with that intent.

ARTICLE XII CLAIMS PROCEDURE

12.01 Claims for Benefits. It shall not generally be necessary for a Participant or Beneficiary who shall have become entitled to receive a benefit hereunder to file a claim for such benefit with any person as a condition precedent to receiving a distribution of such benefit. However, any Participant or Beneficiary who believes that he or she has become entitled to a benefit hereunder and who has not received, or commenced receiving, a distribution of such benefit, or who believes that he or she is entitled to a benefit hereunder in excess of the benefit which he or she has received, or commenced receiving, may file a written claim for such benefit or increased benefit with the person or entity delegated such responsibility by the Administrative Committee (the "Initial Reviewer") at any time up to the end of the Plan Year next following the Plan Year in which he or she allegedly became entitled to receive a distribution of such benefit. Such written claim shall set forth the Participant's or Beneficiary's name and address and shall include a statement of the facts and a reference to the pertinent provisions of the Plan upon which claim is based. Within ninety (90) days after such claim is filed (forty-five (45) days in the case of a disability benefit claim), or such other time as may be agreed to by the claimant, the Initial Reviewer shall provide the claimant with written notice of its decision with respect to such claim. If such claim shall be denied in whole or in part, the Initial Reviewer shall, in such written notice to the claimant, set forth in a manner calculated to be understood by the claimant:

the specific reason or reasons for denial; specific references to pertinent provisions of the Plan upon which the denial is based; a description of any additional material or information necessary for the claimant to perfect his or her claim and an explanation as to why such material or information is necessary; and an explanation of the provisions for review of claims set forth in section 12.02. If special circumstances require additional time, the Initial Reviewer may extend the period allowed for notice of its decision by a period not to exceed ninety (90) days (up to two thirty (30) day extensions in the case of a disability benefit claim), or such further time as the claimant may agree to. Written notice of such extension, stating the circumstances requiring the extension and the date by which a final decision is expected, shall be provided to the claimant before the expiration of the initial period, or such further time as the claimant may agree to. A claimant who does not timely file his or her claim as required shall to the extent permitted by law be conclusively deemed to have waived any right to contest the determination of the Initial Reviewer.

12.02 Review of Claims. A Participant or Beneficiary whose claim for benefits is denied by the Initial Reviewer may appeal such denial to the Administrative Committee and receive a full and fair review of his or her claim by filing with the Administrative Committee a written application for review at any time within sixty (60) days (one hundred eighty (180) days in the case of a disability benefit claim) after receipt from the Initial Reviewer of the written notice of denial of his or her claim provided for in section 12.01. A Participant or Beneficiary who shall submit a timely written application for review shall be entitled to review any and all documents pertinent to his or her claim and may submit issues and comments to the Administrative Committee in writing. In the discretion of the Administrative Committee, a hearing may be held. Not later than sixty (60) days after receipt of a written application for review (forty-five (45) days in the case of a disability benefit claim), or within such time as the claimant may agree to, the Administrative Committee shall give the claimant written notice of its decision on review, which shall set forth in a manner calculated to be understood by the claimant specific reasons for its decision and specific references to the pertinent provisions of the Plan upon which the decision is based. If special circumstances, including but not limited to the need for a hearing as determined by the Administrative Committee, shall require additional time for making a decision on review, the period for decision may be extended by not more than sixty (60) days (forty-five (45) days in the case of a disability benefit claim), or such further time as the claimant may agree to. Written notice of such extension, stating the circumstances requiring the extension and the date by which a final decision is expected, shall be provided to the claimant before the expiration of the initial period, or such further time as the claimant may agree to. Even if the period for decision is extended under this section, a decision shall be made as soon as possible. The decision of the Administrative Committee shall to the extent permitted by law, be final and binding on all parties.

12.03 Miscellaneous. Any act permitted or required to be taken by a Participant or Beneficiary by this Article may be taken for and on behalf of such Participant or Beneficiary by such Participant's or Beneficiary's duly authorized representative. Any claim, notice, application or other writing permitted or required to be filed with or given to a party by this Article shall be deemed to have been filed or given when deposited in the United States Mail, postage prepaid, and properly addressed to the party to whom it is to be given or with whom it is to be filed. Any such claim, notice, application or writing deemed filed or given pursuant to the preceding sentence shall, in the absence of clear and convincing evidence to the contrary, be deemed to have been received on the fifth business day following the date upon which it was

filed or given. Any such claim, notice, application or other writing directed to the Administrative Committee shall be deemed properly addressed if addressed as follows:

Administrative Committee
Metropolitan Washington Council
of Governments Pension Plan
Suite 300
777 North Capitol Street, N.E.
Washington, D.C. 20002-4201

By attached Resolution _____, adopted on January 12, 2011, the Board of Directors of the Metropolitan Washington Council of Governments adopts this amended and restated Plan, effective July 1, 2008, except as otherwise provided.