

THE OAS 401(m) PLAN

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THE OAS 401(m) PLAN

ARTICLE 1. DEFINITIONS

- 1.01 “**Accounts**” means the Employer Account, the Member Account, and the Rollover Account.
- 1.02 “**Annual Dollar Limit**” means \$200,000 or such other amount as is established under Section 401(a)(17)(A) of the Code, as adjusted from time to time for cost of living in accordance with Section 401(a)(17)(B) of the Code.
- 1.03 “**Annuity Starting Date**” means the first day of the first period for which an amount is paid following a Member’s retirement or other termination of employment.
- 1.04 “**Beneficiary**” means any person, persons or entity designated by a Member to receive any benefits payable in the event of the Member’s death. However, a married Member’s spouse shall be the Member’s Beneficiary unless or until he or she elects another Beneficiary with Spousal Consent. If no Beneficiary designation is in effect at the Member’s death, or if no person, persons or entity so designated survives the Member, the Member’s surviving spouse, if any, shall be the Beneficiary; otherwise the Beneficiary shall be the personal representative of the estate of the Member.
- 1.05 “**Code**” means the Internal Revenue Code of 1986, as amended from time to time.
- 1.06 “**Compensation**” means “pensionable remuneration”, which includes the Member’s gross income for services actually rendered, as defined in GS/OAS Staff Rule 103.1(d) and computed pursuant to the formula set out in OAS Permanent Council Resolution CP/RES.651 (1033/95), “Adoption of the Formula for Computing Pensionable Remuneration under the New Compensation System,” provided, however, that said Compensation shall not equal an amount that would cause the contributions to the Plan to exceed the limits established in Section 415(c) of the Code, as adjusted pursuant to Section 415(d) of the Code. Compensation for a Plan Year shall not exceed the Annual Dollar Limit.
- 1.07 “**Effective Date**” means January 1, 2000.
- 1.08 “**Employee**” means:
- (a) A staff member of the General Secretariat of the Organization of American States (“GS/OAS”) who is appointed under an official Document of Appointment to a Position of Trust pursuant to the corresponding provisions of the General Standards to Govern the Operations of the General Secretariat of the Organization of the American States (“General Standards”) and GS/OAS Staff Rules, and who either has not elected participation in the Retirement and Pension Plan of the Organization of American States upon his/her appointment (“OAS”), or is not already a participant in that Plan;

- (b) A GS/OAS staff member who has been a member of this 401(m) since May 31, 2017, and who has served continuously as a GS/OAS staff member since that date; or
- (c) An International Professional staff member (“IPP”) of the Inter-American Institute for Cooperation on Agriculture (“IICA”), also a public international organization under the International Organizations Immunities Act, 22 U.S.C. §§288 et seq., in accordance with criteria established by IICA’s Director General consistent with the applicable provisions of the Code.
- 1.09 “**Employee Contributions**” means amounts contributed pursuant to Section 3.01.
- 1.10 “**Employer**” means GS/OAS, a public international organization under the International Organizations Immunities Act, 22 U.S.C. §§ 288 et seq. With respect to IICA employees, however, “Employer” means IICA.
- 1.11 “**Employer Account**” means the account credited with Matching Contributions and earnings on those contributions.
- 1.12 “**Enrollment Date**” means the Effective Date and the first day of any calendar month following that date.
- 1.13 “**ERISA**” means the Employee Retirement Income Security Act of 1974, as amended from time to time.
- 1.14 “**Fund**” or “**Investment Fund**” means the separate funds in which contributions to the Plan are invested in accordance with Article 4.
- 1.15 “**Hour of Service**” means each hour for which the employee is paid or entitled to payment for the performance of duties for the Employer.
- 1.16 “**Leased Employee**” means any person performing services for the Employer as a leased employee as defined in Section 414(n) of the Code. Leased Employees are not Members of the Plan.
- 1.17 “**Matching Contributions**” means amounts contributed pursuant to Section 3.02.
- 1.18 “**Member**” means any person included in the membership of the Plan as provided in Article 2.
- 1.19 “**Member Account**” means the account credited with the Employee Contributions and earnings on those contributions.
- 1.20 “**Notice**” means the indication by the Employee of his or her wishes through the means written, electronic or telephonic, provided for the particular purpose by the Plan Administrator.
- 1.21 “**Plan**” means the OAS 401(m) Plan, as set forth in this document or as amended from time to time.

- 1.22 “**Plan Administrator**” means the Administrator appointed by GS/OAS under Section 9.01 of this Plan.
- 1.23 “**Plan Year**” means the 12-month period beginning on any January 1.
- 1.24 “**Rollover Account**” means the account credited with the Rollover Contributions made by a Member and earnings on those contributions.
- 1.25 “**Rollover Contributions**” means amounts contributed pursuant to Section 3.03.
- 1.26 “**Spousal Consent**” means the written consent of a Member’s spouse to the Member’s designation of a specified Beneficiary. The spouse’s consent shall be witnessed by a Plan representative or notary public. The consent of the spouse shall also acknowledge the effect on him or her of the Member’s election. The requirement for spousal consent may be waived by the Plan Administrator if he believes there is no spouse, or the spouse cannot be located, or because of such other circumstances as may be established by applicable law.
- 1.27 “**Trust**” or “**Trust Fund**” means the fund established by the Plan Administrator as part of the Plan into which contributions are to be made and from which benefits are to be paid in accordance with the terms of the Plan.
- 1.28 “**Trustee**” means the trustee or trustees holding the funds of the Plan as provided in Article 10.
- 1.29 “**Valuation Date**” means the date or dates on which any valuation is made, as determined under procedures established pursuant to Section 5.04.

ARTICLE 2. ELIGIBILITY AND MEMBERSHIP

2.01 Eligibility

Each Employee as defined in Section 1.08 above shall be eligible to become a Member on any Enrollment Date coinciding with or immediately following the date he or she completes one Hour of Service.

2.02 Membership

An eligible Employee shall become a Member on the first Enrollment Date on which he or she:

- (a) authorizes the Employer to make regular payroll deductions on the contribution amounts set forth in Section 3.01;
- (b) makes an investment election; and
- (c) names a Beneficiary.

2.03 Membership in the OAS Retirement and Pension Fund

An Employee who is required to participate in the OAS Retirement and Pension Plan in accordance with the provisions of the General Standards or pursuant to the authority of the Secretary General may retain his/her account in this 401(m)

Plan until that account is terminated under the corresponding provisions hereunder; however while a participant in the OAS Retirement and Pension Plan, he/she shall not make or receive any contributions to his/her 401(m) Plan account under Article III below.

2.04 ***Transferred Members***

Notwithstanding any provision of the Plan to the contrary, a Member who remains in the service of the Employer but ceases to be an Employee shall continue to be a Member of the Plan but shall not be eligible to make Employee Contributions or receive allocations of Matching Contributions while his or her employment status is other than as an Employee.

2.05 ***Termination of Membership***

A Member's membership shall terminate on the date he or she is no longer an Employee unless the Member is entitled to benefits under the Plan, in which event his or her membership shall terminate when those benefits are distributed to him or her.

ARTICLE 3. CONTRIBUTIONS

3.01 ***Employee Contributions***

Any Member may make Employee Contributions under this Section. The amount of Employee Contributions shall be 7 percent of his or her Compensation received during the Plan Year while a Member. The Employee Contributions of a Member shall be made through payroll deductions and shall be paid to the Trustee as soon as practicable, but in no event later than the 15th business day of the month following the month in which such amounts would otherwise have been payable to the Member in cash. The amount of the Employee Contribution, however, shall be reduced by any amount that causes the total contribution to exceed the limitations established under Sections 415(c) and (d) of the Code.

3.02 ***Employer Matching Contributions***

The Employer shall contribute on behalf of each of its Employees who are Members who elect to make Employee Contributions, an amount equal to 14 percent of his or her Compensation received during the Plan Year while a Member. The Matching Contributions shall be paid to the Trustee as soon as practicable.

3.03 ***Rollover Contributions***

With the permission of the Plan Administrator and without regard to any limitations on contributions set forth in this Article 3, the Plan may receive from an Employee, in cash, any amount previously received (or deemed to be received) by him or her from a qualified plan. The Plan may receive such amount either directly from the Employee, from an individual retirement account or from a qualified plan in the form of a direct rollover. Notwithstanding the foregoing, the Plan shall not accept any amount unless such amount is eligible to be rolled over to a qualified trust in accordance with applicable law and the Employee provides evidence satisfactory to the Plan Administrator that such

amount qualifies for rollover treatment. Unless received by the Plan in the form of a direct rollover, the Rollover Contribution must be paid to the Trustee on or before the 60th day after the day it was received by the Employee.

3.04 Suspension of Contributions

- (a) A Member may suspend his or her contributions under Section 3.01 once every calendar month by giving such advance Notice as the Plan Administrator shall prescribe. The suspension shall become effective as soon as practicable following such Notice, and the corresponding obligation of the Employer to make matching contributions under Section 3.02 shall likewise be suspended.
- (b) A Member who has suspended his or her contributions under Section 3.01 may elect to have those contributions, together with the corresponding Employer contributions, resumed as of the first day of the following Plan Year in accordance with Section 3.01 by giving such advance Notice as the Plan Administrator shall prescribe. The Member and Employer may not make contributions retroactively to cover the period during which the suspension was in effect.

3.05 Maximum Annual Additions

- (a) The annual addition to a Member's Accounts for any Plan Year, which shall be considered the "limitation year" for purposes of Section 415 of the Code, when added to the Member's annual addition for that Plan Year under any other qualified defined contribution plan of the Employer or an Affiliated Employer, shall not exceed an amount which is equal to the lesser of (i) 100 percent of his or her aggregate remuneration for that Plan Year or (ii) \$40,000, as adjusted pursuant to Section 415(d) of the Code or otherwise by law.
- (b) For purposes of this Section, the "annual addition" to a Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Employer or an Affiliated Employer shall be the sum of:
 - (i) The total contributions, including Deferred Cash Contributions, made on the Member's behalf by the Employer and all Affiliated Employers;
 - (ii) All Member contributions, exclusive of any Rollover Contributions, and
 - (iii) Forfeitures, if applicable, that have been allocated to the Member's Accounts under this Plan or his or her accounts under any other such qualified defined contribution plan, and solely for purposes of clause (i) of paragraph (a) above,
 - (iv) Amounts described in Sections 415(1)(1) and 419A(d)(2) allocated to the Member.

For purposes of this paragraph (b), any Deferred Cash Contributions and any Matching Contributions distributed or forfeited shall be included in the annual addition for the year allocated.

For purposes of this Section, the term "remuneration" with respect to any Member shall mean the wages, salaries, and other amounts paid in respect of such Member by the Employer or an Affiliated Employer for personal services actually rendered, and shall include amounts contributed by the Employer pursuant to a salary reduction agreement which are not includible in the gross income of the employee under Section 125, 402(g), or 457 of the Code but shall exclude deferred compensation, stock options, and other distributions which receive special tax benefits under the Code. Notwithstanding the foregoing, for limitation years commencing prior to January 1, 1998, remuneration shall exclude amounts contributed by the Employer pursuant to a salary reduction agreement which are not includible in the gross income of the employee under Section 125, 402(g)(3), or 457 of the Code.

(c) If the annual addition to a Member's Accounts for any Plan Year, prior to the application of the limitation set forth in paragraph (a) above, exceeds that limitation due to a reasonable error in estimating a Member's annual compensation or in determining the amount of Deferred Cash Contributions that may be made with respect to a Member under Section 415 of the Code or as the result of the allocation of forfeitures, the amount of contributions credited to the Member's Accounts in that Plan Year shall be adjusted to the extent necessary to satisfy that limitation in accordance with the following order of priority:

(i) The Member's unmatched Deferred Cash Contributions under Section 3.01 shall be reduced to the extent necessary. The amount of the reduction shall be returned to the Member together with any earnings on the contributions to be returned;

(ii) The Member's matched Deferred Cash Contributions and corresponding Matching Contributions and Special Contributions shall be reduced to the extent necessary. The amount of the reduction attributable to the Member's matched Deferred Cash Contributions shall be returned to the Member together with any earnings on those contributions to be returned, and the amount attributable to the Matching Contributions and Special Contributions shall be forfeited and used to reduce subsequent contributions payable by the Employer.

Any Deferred Cash Contributions returned to a Member under this paragraph (d) shall be disregarded in applying the dollar limitation on Deferred Cash Contributions under Section 3.01 and in performing the Actual Deferral Percentage Test.

- (d) Notwithstanding the provisions of paragraph (c) above, if a Member is participating in another qualified defined contribution plan of the Employer or an Affiliated Employer during a particular limitation year, and the Member's annual addition for such limitation year, prior to the application of the limitation set forth in paragraph (a) above, exceeds that limitation, the Plan Administrator, under uniform rules equally applicable to similarly situated Members, shall determine how to apply the provisions of paragraph (c) above in order to satisfy the limitation. In making its decision, the Plan Administrator shall take into account the applicable provisions of the other defined qualified contribution plans.

3.06 *Return of Contributions*

- (a) If the Commissioner of Internal Revenue, on timely application made after the initial establishment of the Plan, determines that the Plan is not qualified under Section 401(a) of the Code, or refuses, in writing, to issue a determination as to whether the Plan is so qualified, the Employer's contributions made on or after the date on which that determination or refusal is applicable shall be returned to the Employer. The return shall be made within one year after the denial of qualification.
- (b) The Employer may recover without interest the amount of its contributions to the Plan made on account of a mistake of fact, reduced by any investment loss attributable to those contributions, if recovery is made within one year after the date of those contributions.

3.07 *Contributions During Period of Military Leave*

- (a) Notwithstanding any provision of this 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) All contributions under this Section are considered "annual additions," as defined in Section 415(c)(2) of the Code, and shall be limited in accordance with the provisions of Section 3.05 with respect to the Plan Year or Years to which such contributions relate rather than the Plan Year in which payment is made.

ARTICLE 4. INVESTMENT OF CONTRIBUTIONS

4.01 *Investment Funds*

- (a) Contributions to the Plan shall be invested in one or more Investment Funds, as authorized by the Plan Administrator, which from time to time may include such equity funds, international equity funds, fixed income funds, money market funds, and other funds as the Plan Administrator elects to offer. The number of Investment Funds offered by the Plan Administrator shall be no less than three.
- (b) The Trustee may keep such amounts of cash as it, in its sole discretion, shall deem necessary or advisable as part of the Funds, all within the limitations specified in the trust agreement.

- (c) Dividends, interest, and other distributions received on the assets held by the Trustee in respect to each of the above Funds shall be reinvested in the respective Fund.

4.02 ***Investment of Members' Accounts***

A Member shall make one investment election covering his or her Accounts in accordance with one of the following options:

- (a) 100 percent in one of the available Investment Funds;
- (b) in more than one Investment Fund allocated in multiples of 1 percent.

If no investment election is made, any contributions made on the Member's behalf shall be invested in a money market fund.

4.03 ***Responsibility for Investments***

Each Member is solely responsible for the selection of his or her investment options. The Trustee, the Plan Administrator, the Employer, and the officers, supervisors and other employees of the Employer are not empowered to advise a Member as to the manner in which his or her Accounts shall be invested. The fact that an Investment Fund is available to Members for investment under the Plan shall not be construed as a recommendation for investment in the Investment Fund.

4.04 ***Change of Election***

A Member may change his or her investment election under Section 4.02 by giving such advance Notice as the Plan Administrator shall prescribe. Such changed investment election shall become effective as soon as administratively practicable following such Notice and shall be effective only with respect to subsequent contributions.

4.05 ***Reallocation of Accounts Among the Funds***

A Member may elect to reallocate his or her Accounts among the Investment Funds, in multiples of 1 percent, by giving such advance Notice as the Plan Administrator shall prescribe. Such reallocation shall be effective as soon as administratively practicable following such Notice.

4.06 ***Limitations Imposed by Contract***

Notwithstanding anything in this Article to the contrary, any contributions invested in a fund of guaranteed investment contracts shall be subject to any and all terms of such contracts, including any limitations therein placed on the exercise of any rights otherwise granted to a Member under any other provisions of this Plan with respect to such contributions.

ARTICLE 5. VALUATION OF THE ACCOUNTS

5.01 Valuation of the Investment Funds

The Trustee shall value the Investment Funds at least monthly. On each Valuation Date there shall be allocated to the Accounts of each Member his or her proportionate share of the increase or decrease in the fair market value of his or her Accounts in each of the Funds. Whenever an event requires a determination of the value of the Member's Accounts, the value shall be computed as of the Valuation Date coincident with or immediately following the date of determination, subject to the provisions of Section 5.02.

5.02 Right to Change Procedures

The Plan Administrator reserves the right to change from time to time the procedures used in valuing the Accounts or crediting (or debiting) the Accounts if it determines, after due deliberation and upon the advice of counsel and/or the current recordkeeper, that such an action is justified in that it results in a more accurate reflection of the fair market value of assets. In the event of a conflict between the provisions of this Article and such new administrative procedures, those new administrative procedures shall prevail.

5.03 Statement of Accounts

At least once a year, each Member shall be furnished with a statement setting forth the value of his or her Accounts and the Vested Portion of his or her Accounts.

5.04 Valuation Dates

The Plan Administrator shall establish procedures for determining the Valuation Dates which shall apply for distributions, transfers, and the revaluing of Investment Funds or other relevant purposes. Valuation Date need not be the same for all purposes. Investment Funds shall be revalued on each trading day of the New York Stock Exchange.

ARTICLE 6. VESTED PORTION OF ACCOUNTS

6.01 Vesting Schedule

A Member shall at all times be 100 percent vested in, and have a nonforfeitable right to, his or her Member Account, Employer Account and Rollover Account.

ARTICLE 7. IN-SERVICE TRANSFERS AND WITHDRAWALS

7.01 Transfers

A Member may elect, on such form and in accordance with such terms and conditions as the Plan Administrator and the OAS Retirement and Pension Committee shall prescribe, to cease Plan membership and to transfer the Member's Accounts under the Plan to the Retirement and Pension Plan of the Organization of American States. Any such election shall be a one-time election on the part of the Member, and shall constitute an irrevocable election by such

Member to cease participation in this Plan, and to have such plan-to-plan transfer made on the Member's behalf. The cessation of Plan membership and the corresponding transfer shall be effective as soon as administratively practicable after the completed forms are received by the Plan Administrator. This provision applies only to members who were participants of the OAS Retirement and Pension Plan on October 31, 2000, and who joined this Section 401(m) Plan prior to December 31, 2000.

7.02 ***Withdrawal of Contributions***

(a) A Member may, subject to Section 7.03, elect to withdraw, in the following order:

- (i) all or part of his or her Rollover Account;
- (ii) all or part of his or her Member Account; and
- (iii) all or part of his or her Employer account.

7.03 ***Procedures and Restrictions***

To make a withdrawal, a Member shall give such advance Notice as the Plan Administrator shall prescribe. A withdrawal shall be made as soon as administratively practicable following such Notice. No more than one withdrawal may be made in any Plan Year. The minimum withdrawal shall be \$100 or the total value of the Member's Accounts available for withdrawal, if less. All payments to Members under this Article shall be made in cash as soon as practicable.

ARTICLE 8. DISTRIBUTION OF ACCOUNTS UPON TERMINATION OF EMPLOYMENT

8.01 ***Eligibility***

Upon a Member's termination of employment, his or her Accounts shall be distributed as provided in this Article.

8.02 ***Forms of Distribution***

A Member or his or her Beneficiary, in the event of death (also referred herein as "Distributee") may elect, in such manner as the Plan Administrator shall prescribe, to receive distribution of his or her Accounts in either of the following two optional forms of benefit:

- (a) a single cash lump sum; or
- (b) payments in approximately equal monthly installments over a period designated by the Member, not to exceed the life expectancy of the last survivor of the Member and his or her Beneficiary. In the event that the Member dies before all installments have been paid, the remaining balance in his or her Accounts shall be paid in an immediate cash lump sum to his or her Beneficiary.

8.03 ***Date of Payment of Distribution***

- (a) Except as otherwise provided in this Article, distribution of a Member's Accounts shall be made as soon as administratively practicable following the later of (i) the Member's termination of employment or (ii) the 65th anniversary of the Member's date of birth (but not more than 60 days after the close of the Plan Year in which the later of (i) or (ii) occurs).
- (b) In lieu of a distribution as described in paragraph (a) above, a Member may, in accordance with such procedures as the Plan Administrator shall prescribe, elect to have the distribution of his or her Accounts made as of any Valuation Date coincident with or following his or her termination of employment which is before the date described in paragraph (a) above.
- (c) Notwithstanding the provisions of paragraphs (a) and (b), if the value of the Member's Accounts amounts to \$5,000 or less, a lump sum payment shall automatically be made as soon as administratively practicable following the Member's termination of employment.
- (d) In the case of the death of a Member before the distribution of his or her Accounts, his or her Accounts shall be distributed to his or her Beneficiary as soon as administratively practicable following the Member's date of death, and in any event no later than by the end of the corresponding period established in Section 401(a)(9) of the Code..

8.04 ***Status of Accounts Pending Distribution***

Until distributed under Section 8.03, the Accounts of a Member who is entitled to a distribution shall continue to be invested as part of the funds of the Plan and the Member shall retain investment transfer rights as described in Section 4.05 during the deferral period.

8.05 ***Proof of Death and Right of Beneficiary or Other Person***

The Plan Administrator may require and rely upon such proof of death and such evidence of the right of any Beneficiary or other person to receive the value of the Accounts of a deceased Member as the Plan Administrator may deem proper and its determination of the right of that Beneficiary or other person to receive payment shall be conclusive.

8:06 ***Age 70½ Required Distribution***

- (a) Notwithstanding any provision of the Plan to the contrary, if a Member is a five percent owner (as defined in Section 416(i) of the Code), distribution of the Member's Accounts shall begin no later than the April 1 following the calendar year in which he or she attains age 70½. No minimum distribution payments will be made to a Member under the provisions of Section 401(a)(9) of the Code on or after January 1, 1997 if the Member is not a 5 percent owner as defined above.

However, if a Member who is not a 5 percent owner (as defined in Section 416(i) of the Code) attains age 70½ prior to January 1, 1999 and remains in service after the April 1 following the calendar year in which he or she or she attains age 70½, he or she may elect to have the provisions of

paragraph (b) apply as if the Member was a five percent owner. Such election shall be made in accordance with such administrative procedures as the Plan Administrator shall prescribe.

- (b) In the event a Member in active service is required to begin receiving payments while in service under the provisions of paragraph (a) above, the Employer shall distribute to the Member in each distribution calendar year the minimum amount required to satisfy the provisions of Section 401(a)(9) of the Code; provided, however, that the payment for the first distribution calendar year shall be made on or before April 1 of the following calendar year. Such minimum amount will be determined on the basis of the joint life expectancy of the Member and his or her Beneficiary. Such life expectancy will be recalculated once each year; however, the life expectancy of the Beneficiary will not be recalculated if the Beneficiary is not the Member's spouse. The amount of the withdrawal shall be taken first from the Member's Member Account, if any, and then pro-rata from his or her remaining Accounts. The amount of the withdrawal shall be allocated between the Investment Funds in proportion to the value of the Member's Accounts as of the date of each withdrawal from which amounts are withdrawn. The commencement of payments under this Section 9.04 shall not constitute an Annuity Starting Date for purposes of Sections 72, 401(a)(11) and 417 of the Code. Upon the Member's subsequent termination of employment, payment of the Member's Accounts shall be made in accordance with the provisions of Section 8.02.

- (c) In the event a Member is required to begin receiving payments while in service under the provisions of paragraph (a) above, the Member may elect to receive payments while in service in accordance with option (i) or (ii), as follows:
 - (i) A Member may receive one lump sum payment on or before the Member's required beginning date equal to his or her entire Account balance and annual lump sum payments thereafter of amounts accrued during each calendar year; or

 - (ii) A Member may receive annual payments of the minimum amount necessary to satisfy the minimum distribution requirements of Section 401(a)(9) of the Code. Such minimum amount will be determined on the basis of the joint life expectancy of the Member and his or her Beneficiary. Such life expectancy will be recalculated once each year; however, the life expectancy of the Beneficiary will not be recalculated if the Beneficiary is not the Member's spouse. The amount of the withdrawal shall be taken first from the Member's Member Account and then pro-rata from his or her remaining Accounts. The amount of the withdrawal shall be allocated between and among the Investment Funds in proportion to the value of the Member's Accounts as of the date of each withdrawal from which amounts are withdrawn.

An election under this Section shall be made by a Member by giving written notice to the Plan Administrator within the 90-day period prior to his or her required beginning date. The commencement of payments under this Section shall not constitute an Annuity Starting Date for purposes of Sections 72, 401(a)(11), and 417 of the Code. Upon the Member's subsequent termination of employment, payment of the Member's Accounts shall be made in accordance with the provisions of Section 8.02. In the event a Member fails to make an election under this Section, payment shall be made in accordance with clause (ii) above.

- (d) Notwithstanding any other provision of this Article 8, if distributions have commenced before the Member's death, the remaining interest will be distributed at least as rapidly as under the method of distribution being used as of the date of the participant's death. Furthermore, if the Member dies before distributions commence, the method of distribution must satisfy the following requirements: (a) any remaining portion of the Member's interest that is not payable to a beneficiary designated by the Member will be distributed within five years after the Member's death, and (b) any portion of the Member's interest that is payable to a beneficiary designated by the Member will be distributed either (i) within five years after the Member's death, or (ii) over the life of the beneficiary or over a period certain not extending beyond the life expectancy of the beneficiary, commencing not later than the end of the calendar year following the calendar year in which the Member died (or, if the designated beneficiary is the Member's surviving spouse, commencing not later than the end of the calendar year following the calendar year in which the Member would have attained age 70-1/2).
- (e) Notwithstanding any other provision of this Article 8, all distributions from this Plan shall conform to the regulations issued under Section 401(a)(9) of the Code, including the incidental death benefit provisions of Section 1.401(a)(9)-3 of the proposed regulations. Further, such regulations shall override any Plan provision that is inconsistent with Section 401(a)(9) of the Code.

8.07 *Direct Rollover of Certain Distributions*

- (a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section and pursuant to the requirements and limitations established in Section 402(c) of the Code, 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 by the Plan to an eligible retirement plan specified by the Distributee in a direct rollover.
- (b) In the event the Distributee so elects and specifies the eligible retirement plan to which such distribution is to be paid (in such form and at such time as the Plan Administrator may prescribe), such distribution shall be made in the form of a direct trustee/to/trustee transfer to the eligible retirement plan so specified.

- (c) If a distribution of more than \$1,000.00 is made, and the Distributee does not make an election under the preceding sections (a) and (b) of this Section and does not elect to receive the distribution directly, the Plan Administrator shall make any such transfer to an individual retirement plan (“IRA”) of a designated trustee or issuer, and shall notify the Distributee in writing (either separately or as part of the notice under Section 402(f) of the Code) that the distribution may be transferred to another IRA.
- (d) The following definitions apply to the terms used in this Section:
- (i) “Eligible rollover distribution” has the meaning given under Section 402(f)(2)(A) of the Code and therefore includes any distribution of all or any portion of the balance to the credit of the Distributee, except for 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 expectancies) 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; (ii) any distribution to the extent such distribution is required under Section 401(a)(9) of the Code; any hardship distribution; and (ii) the portion of any distribution that is not includible in gross income unless the distribution is to a qualified trust which is part of a defined contribution plan which accounts separately for the amount of the distribution that is includible in gross income and the amount that is not;
 - (ii) “Eligible retirement plan” means an individual retirement account described in Section 408(a) of the Code, an individual retirement annuity described in Section 408(b) of the Code, an annuity plan described in Section 403(a) of the Code, or a qualified trust described in Section 401(a) of the Code, an eligible deferred compensation plan described in section 457(b) which is maintained by an eligible employer described in Section 457(e)(1)(A), an annuity contract described in Section 403(b), a Roth Individual Retirement Account (“IRA”) in accordance with Section 408A(e) of the Code, and any other included within the corresponding definition of “eligible retirement plan” in Sections 402(c)(8)(B) and 401(a)(31)(E) of the Code, that accepts the Distributee’s eligible rollover distribution; however, in the case of an eligible rollover distribution to a “nonspouse beneficiary” under Section 402(c)11 of the Code, an eligible retirement plan is only an individual retirement account or individual retirement annuity;
 - (iii) “Distributee” means an employee or former employee. In addition, the employee’s or former employee’s surviving spouse and the employee’s or former employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Section 414(p) of the Code, are

Distributees with regard to the interest of the spouse or former spouse. It also means “nonspouse beneficiary” for the purpose of applying Section 402(c)11 of the Code; and

(iv) “Direct rollover” means a payment by the Plan to the eligible retirement plan specified by the Distributee.

8.08 ***Waiver of Notice Period***

Except as provided in the following sentence, if the value of a Member’s Accounts exceeds \$5,000, an election by the Member to receive a distribution prior to age 65 shall not be valid unless the written election is made (a) after the Member has received the notice required under Section 1.041(f)-1 of the Income Tax Regulations and (b) within a reasonable time before the effective date of the commencement of the distribution as prescribed by said regulations. Such distribution may commence less than 30 days after the notice required under Section 1.402(f)-1 of the Income Tax Regulations is given, provided that:

- (i) the Plan Administrator clearly informs the Member that he or she has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and
- (ii) the Member, after receiving the notice, affirmatively elects a distribution.

ARTICLE 9. ADMINISTRATION OF PLAN

9.01 ***Appointment of Plan Administrator***

- (a) The Plan Administrator has responsibility for the general administration of the Plan and for carrying out its provisions.
- (b) GS/OAS shall appoint the Plan Administrator, who shall serve at GS/OAS’s pleasure. The Plan Administrator shall accept the appointment by filing a written acceptance with GS/OAS. The Plan Administrator may resign by delivering a written resignation to GS/OAS, in accordance with such notification requirements as GS/OAS may establish.

9.02 ***Duties of Plan Administrator***

The Plan Administrator may authorize any agent to execute or deliver any instrument or make any payment on his or her behalf; may retain counsel, employ agents and provide for such clerical, accounting, and consulting services as he or she may require in carrying out the provisions of the Plan; and may delegate to other persons all or such portion of his or her duties under the Plan, other than those granted to the Trustee under the trust agreement adopted for use in implementing the Plan, as he or she, in his or her sole discretion, shall decide.

- 9.03 ***Individual Accounts***
The Plan Administrator shall maintain, or cause to be maintained, records showing the individual balances in each Member's Accounts. However, maintenance of those records and Accounts shall not require any segregation of the funds of the Plan.
- 9.04 ***Compensation***
No Plan Administrator shall receive any compensation from the Plan for his or her services as such.
- 9.05 ***Establishment of Rules***
Subject to the limitations of the Plan, the Plan Administrator from time to time shall establish rules for the administration of the Plan and the transaction of his or her business. The Plan Administrator shall have discretionary authority to construe and interpret the Plan (including, but not limited to, determination of an individual's eligibility for Plan participation, the right and amount of any benefit payable under the Plan and the date on which any individual ceases to be a Member). The determination of the Plan Administrator as to the interpretation of the Plan or any disputed question shall be conclusive and final to the extent permitted by applicable law.
- 9.06 ***Prudent Conduct***
The Plan Administrator shall use that degree of care, skill, prudence and diligence that a prudent man acting in a like capacity and familiar with such matters would use in his conduct of a similar situation.
- 9.07 ***Service in More Than One Fiduciary Capacity***
Any individual, entity or group of persons may serve in more than one fiduciary capacity with respect to the Plan and/or the funds of the Plan.
- 9.08 ***Limitation of Liability***
The Employer, the Plan Administrator, and any officer, employee or agent of the Employer shall not incur any liability individually or on behalf of any other individuals or on behalf of the Employer for any act or failure to act, made in good faith in relation to the Plan or the funds of the Plan. However, this limitation shall not act to relieve any such individual or the Employer from a responsibility or liability for any fiduciary responsibility, obligation or duty under Part 4, Title I of ERISA.
- 9.09 ***Indemnification***
The Plan Administrator and the officers, employees and agents of the Employer shall be indemnified against any and all liabilities arising by reason of any act or omission in relation to the Plan or the funds of the Plan, including, without limitation, expenses reasonably incurred in the defense of any claim relating to the Plan or the funds of the Plan, and amounts paid in any compromise or settlement relating to the Plan or the funds of the Plan, except for acts or omissions made intentionally, with gross negligence or otherwise reckless disregard of the Plan's provisions, or in bad faith. The foregoing indemnification shall be to the extent of reasonable insurance policies (in accordance with prevailing industry practices) purchased by the Plan Administrator for this purpose and to the extent permitted under the Code and other applicable law.

Except as required to purchase said insurance policies, the funds of the Plan shall not be used to provide for said indemnification unless otherwise required and permitted by law without prejudicing the qualified status of the Plan. GS/OAS and IICA shall not be liable for providing such indemnification.

9.10 ***Appointment of Investment Manager***

GS/OAS may, in its discretion, appoint one or more investment managers (within the meaning of Section 3(38) of ERISA) to manage (including the power to acquire and dispose of) all or part of the assets of the Plan, as the Employer shall designate. In that event, authority over and responsibility for the management of the assets so designated shall be the sole responsibility of that investment manager.

9.11 ***Named Fiduciary***

For purposes of ERISA, the Plan Administrator shall be the named fiduciary of the Plan.

ARTICLE 10. MANAGEMENT OF FUNDS

10.01 ***Trust Agreement***

All the funds of the Plan shall be held by a Trustee appointed from time to time by GS/OAS under a trust agreement adopted, or as amended, by GS/OAS for use in providing the benefits of the Plan and paying its expenses not paid directly by GS/OAS. GS/OAS shall have no liability for the payment of benefits under the Plan nor for the administration of the funds paid over to the Trustee.

10.02 ***Exclusive Benefit Rule***

Except as otherwise provided in the Plan, no part of the corpus or income of the funds of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Members and other persons entitled to benefits under the Plan and paying the expenses of the Plan not paid directly by the Employer. No person shall have any interest in, or right to, any part of the earnings of the funds of the Plan, or any right in, or to, any part of the assets held under the Plan, except as and to the extent expressly provided in the Plan.

ARTICLE 11. AMENDMENT, MERGER AND TERMINATION

11.01 ***Amendment of Plan***

GS/OAS reserves the right at any time and from time to time, and retroactively if deemed necessary or appropriate, to amend in whole or in part any or all of the provisions of the Plan. However, no amendment shall make it possible for any part of the funds of the Plan to be used for, or diverted to, purposes other than for the exclusive benefit of persons entitled to benefits under the Plan. No amendment shall be made which has the effect of decreasing the balance of the Accounts of any Member or of reducing the nonforfeitable percentage of the balance of the Accounts of a Member below the nonforfeitable percentage computed under the Plan as in effect on the date on which the amendment is adopted, or if later, the date on which the amendment becomes effective.

11.02 ***Merger, Consolidation or Transfer***

GS/OAS or its delegate may, in its sole discretion, merge this Plan with another qualified plan or transfer a portion of the Plan's assets and liabilities to another qualified plan. The Plan may not be merged or consolidated with, and its assets or liabilities may not be transferred to, any other plan unless each person entitled to benefits under the Plan would, if the resulting plan were then terminated, receive a benefit immediately after the merger, consolidation, or transfer which is equal to or greater than the benefit he or she would have been entitled to receive immediately before the merger, consolidation, or transfer if the Plan had then terminated.

11.03 ***Termination of Plan***

GS/OAS may terminate the Plan or completely discontinue contributions under the Plan for any reason at any time. In case of termination or partial termination of the Plan, or complete discontinuance of Employer contributions to the Plan, the rights of affected Members to their Accounts under the Plan as of the date of the termination or discontinuance shall be nonforfeitable. In the event of the Plan's termination, the total amount in each Member's Accounts shall be distributed to him or her if permitted by law or continued in trust for his or her benefit, as the Plan Administrator shall direct.

ARTICLE 12. GENERAL PROVISIONS

12.01 ***Conditions of Employment Not Affected by Plan***

The establishment of the Plan shall not confer any legal rights upon any Employee or other person for a continuation of employment, nor shall it interfere with the rights of the Employer to discharge any Employee and to treat him or her without regard to the effect which that treatment might have upon him or her as a Member or potential Member of the Plan.

12.02 ***Facility of Payment***

If the Plan Administrator shall find that a Member or other person entitled to a benefit is unable to care for his or her affairs because of illness or accident or because he or she is a minor, the Plan Administrator may direct that any benefit due him or her, unless claim shall have been made for the benefit by a duly appointed legal representative, be paid to his or her spouse, a child, a parent or other blood relative, or to a person with whom he or she resides. Any payment so made shall be a complete discharge of the liabilities of the Plan for that benefit.

12.03 ***Erroneous Allocation***

Notwithstanding any provision of the Plan to the contrary, if a Member's Account is credited with an erroneous amount due to a mistake in fact or law, the Plan Administrator shall adjust such Account in such equitable manner as he or she deems appropriate to correct the erroneous allocation.

12.04 **Information**

Each Member, Beneficiary or other person entitled to a benefit, before any benefit shall be payable to him or her or on his or her account under the Plan, shall file with the Plan Administrator the information that he or she shall require to establish his or her rights and benefits under the Plan.

12.05 **Prevention of Escheat**

If the Plan Administrator cannot ascertain the whereabouts of any person to whom a payment is due under the Plan, the Plan Administrator may, no earlier than three years from the date such payment is due, mail a notice of such due and owing payment to the last known address of such person, as shown on the records of the Plan Administrator or the Employer. If such person has not made written claim therefor within three months of the date of the mailing, the Plan Administrator may, if he or she so elects and upon receiving advice from counsel to the Plan, direct that such payment and all remaining payments otherwise due such person be canceled on the records of the Plan and the amount thereof applied to reduce the contributions of the Employer. Upon such cancellation, the Plan and the trust shall have no further liability therefor except that, in the event such person or his or her beneficiary later notifies the Plan Administrator of his or her whereabouts and requests the payment or payments due to him or her under the Plan, the amount so applied shall be paid to him or her in accordance with the provisions of the Plan.

12.06 **Written Elections**

Any elections, notifications or designations made by a Member pursuant to the provisions of the Plan shall be made in writing and filed with the Plan Administrator in a time and manner determined by the Plan Administrator under rules uniformly applicable to all employees similarly situated. The Plan Administrator reserves the right to change from time to time the time and manner for making notifications, elections or designations by Members under the Plan if it determines after due deliberation that such action is justified in that it improves the administration of the Plan. In the event of a conflict between the provisions for making an election, notification or designation set forth in the Plan and such new administrative procedures, those new administrative procedures shall prevail.

12.07 **Construction**

- (a) The Plan is a Government Plan and shall be construed, regulated and administered under the laws of the District of Columbia and other applicable laws of the United States of America.
- (b) The titles and headings of the Articles and Sections in this Plan are for convenience only. In the case of ambiguity or inconsistency, the text rather than the titles or headings shall control.
- (c) Nothing in this Plan constitutes a waiver, express or implied, of Employer's privileges and immunities under the laws of the United States of America or of any OAS Member State.