

**SAN DIEGO CONVENTION CENTER CORPORATION
BOARD OF DIRECTORS MEETING**

TUESDAY, SEPTEMBER 22, 2020, 12:00 P.M.

AGENDA

**(Meeting to be held via teleconference pursuant to
State of California Executive Order N-29-20)**

**Telephone number for members of the public
to observe, listen, and address the meeting telephonically:
1(888) 251-2909 – Access code is 6724115#**

1. Call to Order – Jaymie Bradford, Chair

2. Non-Agenda Public Comments

This portion of the agenda provides an opportunity for members of the public to address the Board on items of interest within the jurisdiction of the Board that are not on the posted agenda. Pursuant to the Brown Act, no discussion or action shall be taken by the Board on items not posted on the agenda.

3. Board Committee Reports and Board Action Items

Consent Agenda:

A. Approval of Minutes of Board Meeting of August 4, 2020

Action Item(s):

B. Budget Committee (Carol Kim)

(1) Authorization to Approve Third Revised FY 21 Budget

(2) Authorization to Approve Revised FY 21 CIP

(3) Authorization to Approve ERP Conversion Project

**(4) Authorization to Amend Centerplate Contract and Adopt Attendant
Resolution #2020-06**

(5) Authorization to Retain Strategic Planning Consultant for Board Retreat

C. Defined Contribution Committee (Carlos Cota)

**(1) Authorization to Adopt Resolution #2020-05, Adopting New Retirement
Plan Documents**

D. Sales & Marketing Committee (Elvin Lai)

4. **Chair's Report** (Chair Jaymie Bradford)
5. **President's Report** (Rip Rippetoe)
6. **Board Comment** [Govt. Code § 54954.2(a)(2)]

Adjournment

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Action items on this agenda may be consolidated for voting purposes into a single vote of the Board, to the extent they are routine or otherwise do not require further deliberation. A Board member may comment on an action item before it is voted upon as part of the consolidated vote; however, if a Board member wishes to discuss an action item, that item will not be included in the consolidated vote. If a member of the public wishes to comment upon an action item, they should so advise the Board chair at or before the public comment portion of the meeting, in which case that item will not be included in any consolidated vote.

Agenda Item 3.A

MINUTES* SAN DIEGO CONVENTION CENTER CORPORATION THE BOARD OF DIRECTORS

BOARD MEETING OF AUGUST 4, 2020 Via Teleconference

BOARD MEMBERS PRESENT:	Chair Jaymie Bradford and Directors, Elvin Lai, Carol Kim, Carlos Cota, Jeff Gattas and Xema Jacobson
BOARD MEMBER(S) ABSENT:	Director Allan Farwell
STAFF PRESENT:	Rip Rippetoe, Mardeen Mattix and Pat Evans (Recorder)
ALSO PRESENT:	Jennifer Lyon, General Counsel

*Audio copies of Board of Director meetings are available upon request. Please contact Pat Evans at (619)525-5131 or pat.evans@visitsandiego.com to request a copy.

1. Call to Order

Chair Jaymie Bradford called the Board Meeting to order at 12:02 p.m. in the Executive Boardroom of the San Diego Convention Center Corporation, 111 West Harbor Drive, San Diego, CA 92101. Chair Bradford then called roll to determine which Directors were present on the teleconference.

Chair Bradford – Present
Director Lai – Absent
Director Kim – Present
Director Farwell – Absent
Director Cota – Present
Director Gattas – Absent
Director Jacobson – Present

All Directors were present except Directors Lai, Farwell and Gattas. Chair Bradford noted that all votes taken during this meeting would be recorded via roll-call vote.

2. Non-Agenda Public Comment – None

3. Board Committee Reports and Board Action Items:

Consent Agenda:

- A. Approval of Minutes of Board Meeting of June 23, 2020**
- B. Approval of Revisions to SDCCC Conflict of Interest Code**

Directors Cota and Jacobson moved and seconded, respectively, to approve the Consent Agenda set forth hereinabove.

**Chair Bradford – Aye
Director Lai – Absent
Director Kim – Aye
Director Farwell – Absent
Director Cota – Aye
Director Gattas – Absent
Director Jacobson – Aye**

Vote: Unanimous

AYES: 4

NAYS: 0

ABSTENTIONS: 0

Action Item(s):

Directors Lai and Gattas joined the meeting at 12:10 p.m.

C. Budget Committee (Carol Kim)

- (1) Authorization to Approve Additional Funding for San Diego Tourism Authority (SDTA) Long-term Sales and Marketing Services for Fiscal Year 2021 Budget**

Directors Lai and Cota moved and seconded, respectively, to Approve Additional Funding for San Diego Tourism Authority (SDTA) Long-term Sales and Marketing Services for Fiscal Year 2021 Budget

**Chair Bradford – Aye
Director Lai – Aye
Director Kim – Aye
Director Farwell – Absent
Director Cota – Aye
Director Gattas – Aye
Director Jacobson – Aye**

Vote: Unanimous

AYES: 6

NAYS: 0

ABSTENTIONS: 0

D. Sales & Marketing Committee (Elvin Lai)

(1) Authorization to Accept the San Diego Tourism Authority “Program of Work”

At Director Lai’s request, the \$1,755,050 figure on page four of the “Program of Work” was changed to reflect the corrected figure of \$1,508,860.

Directors Lai and Gattas moved and seconded, respectively, to Accept the San Diego Tourism Authority “Program of Work” with the revision set forth hereinabove.

**Chair Bradford – Aye
Director Lai – Aye
Director Kim – Aye
Director Farwell – Absent
Director Cota – Aye
Director Gattas – Aye
Director Jacobson – Aye**

Vote: Unanimous

AYES: 6

NAYS: 0

ABSTENTIONS: 0

4. Chair’s Report (Chair Jaymie Bradford):

- Chair Bradford congratulated Mr. Rippetoe on his appointment as IAVM Chair.
- Chair Bradford appointed an Ad Hoc Committee re: COVID Contingency Planning. The Committee members are Chair Bradford and Directors Lai and Kim.
- The next scheduled Board meeting is September 22, 2020.

5. President’s Report (Rip Rippetoe) – Mr. Rippetoe reported on the following items:

- SDCCC has joined the Cal Travel organization. This organization advocates for tourism within the State of California.
- Staff is continuing to work on reopening plans for the facility. Drafts of the documents have been forwarded to clients for review.
- SDCCC has received its GBAC Certification.
- Finance and Accounting are focused the FY 20 year-end close.
- Most capital and maintenance projects have been put on hold for the year. Some projects that can be completed by in-house staff are moving forward.
- The PPP loan forgiveness process has begun.
- The “Shelter-to-Home” program is running smoothly.
- The Sails Pavilion will be lit to commemorate the passing of Congressman John Lewis and to celebrate an annual Pride event. Our staff liaison is also reaching out to various governmental agencies to keep abreast of current issues and projects within the City.
- Centerplate has served 500,000 meals to Shelter-to-Home guests.
- Onsite is providing internet services and television to shelter guests.

- Staff will be finalizing the new business services contract with FedEx soon and will also finalize a renewal contract with our housing services provider, On Peak.
- The American Society of Hematology has cancelled its event in December and will have a full virtual event instead.

6. **Board Comment [Govt. Code § 54954.2(a)(2)]** – At Director Kim’s request, Mr. Rippetoe and Ms. Mattix provided an update regarding the Planning Director position and the proposed roof replacement project. Director Cota provided an update regarding the status of the Defined Contribution Plan conversion. He noted that all of the benchmarks were met regarding the blackout period. The full transfer should be completed by the end of August. The Board wished Director Jacobson a Happy Birthday.

There being no further business, the meeting adjourned at 12:43 p.m.

CERTIFICATION

I, Allan Farwell, Secretary of the Board of Directors of the San Diego Convention Center Corporation, Inc., do hereby certify that the foregoing is a true and correct copy of the minutes of the business transacted by the Board of Directors of the San Diego Convention Center Corporation, Inc., at a duly noticed meeting held on August 4, 2020 and that said minutes were approved by the Board of Directors on September 22, 2020.

Allan Farwell, Secretary

Agenda Item 3.B.1 and 3.B.2

SAN DIEGO CONVENTION CENTER CORPORATION

MEMORANDUM

TO: Board of Directors

FROM: Carol Kim, Budget Committee Chair

DATE: For the Agenda of September 22, 2020

RE: Review of Fourth Iteration of Fiscal Year 2021 Proposed Budget (since BOD approval 3-24-2020, 4-20-2020 and 6-23-2020)

BACKGROUND

The San Diego Convention Center Corporation budget is adopted by San Diego Convention Center Board of Directors and submitted for approval to the City Council of San Diego annually. Our FY2021 budget was approved March 26, 2020, then revised April 20, 2020 and again June 23, 2020, due to the COVID-19 pandemic based on continued loss of events. **State mandated shelter in place executive orders continue to limit social gathering and have designated venues for consideration in the last phase of their current re-opening plan.**

The City of San Diego used the convention center as a temporary homeless shelter from April 2020 with anticipated full demobilization to occur by October 15, 2020. City of San Diego adopted a revised budget on Tuesday, June 9, 2020, which called for \$2.3M monthly financial assistance related to shelter efforts supported through CARES Act funding to continue through October 31, 2020.

There are many variables and decisions to be made that could significantly affect Corporation budget. Therefore, the revised budget submission assumes current demobilization efforts will conclude by October 31, 2020. However, two other potential scenarios are also included as optional outcomes. One assumes transitional resident housing occurs throughout the winter with full demobilization in early first quarter 2021. The other assumes current demobilization plan along with extended loss of events through the end of fiscal year if state orders do not allow for large event gathering until the summer.

DISCUSSION

The FY2021 Budget approved on June 23, 2020, produced Net Operating Loss of (\$1,382,170) based on no event activity through November. Since then, a large medical event scheduled for early December cancelled along with other cancellations stretching into May 2021. Events are expected to resume in late March with significant reduction in attendance through Q2 of 2021 as consumer

confidence resumes. Corporation anticipates attendance to resume to 70% levels beginning FY22 with business models estimating pre-Covid full event recovery may not occur until Q1 of 2024.

California Governor executive orders anticipated to delay into the fall could cause a further delay in event activity resuming. Events typically need 4-6 month lead-time to successfully host an event so without reopening guidelines approved by the State by November, Corporation risks losing events into Q2 2021.

Assuming events resume in late March, Corporation is facing a Net Operating Loss of (\$9,058,578). To augment the lost revenue, Corporation implemented further cost mitigation strategies:

- Further layoffs and reduction of positions of 56 by mid-October
 - **85% (pre-COVID 215 FT/220 PT, post-COVID 65 FTE) including:
 - (16) FT permanent corporate positions will take effect by Oct 2
 - (26) FT positions in operations both supervisors and staff will occur at end of shelter
 - (14) FT positions reclassified to part-time on call
- Extended furlough through March 31 (originally intended through December)
- Reduction in Retirement contribution from 10% to 5% beginning January 1, 2021
- Reduction in employer subsidized healthcare benefits for dependents beginning March 1
- Change in PTO plan to separate sick leave from vacation accrual beginning January 1

Previous compensation reductions included:

- (49) FT position laid-off
- Significant majority of part-time positions loss of hours (approx. 170 staff affected)
- All remaining (176) active FT's furloughed between 10% - 50% of hours
- Elimination of Sales Incentive program for FY20 and FY21
- Elimination of non-represented employee merits for FY21
- Elimination of CEO FY 20 retention bonus and contracted salary increase amount for FY21

Non-personnel impact:

- Suspension of preventative maintenance, general expense, travel and non-critical spending until first half of calendar year 2021.
- Reduction in utility costs due to less event activity
- Reduction in Capital Improvement and Operating Capital purchases

Corporation anticipates an unrestricted reserve shortfall of (\$4,011,386) by year-end based on shelter operations concluding in October and events not resuming until March. Corporation will be seeking assistance from the City of San Diego to support the annual Debt Service Obligations of (\$1,719,450) to fund the IBank Infrastructure loan. Corporation anticipates depleting unrestricted equity reserves by February and will need minimal financial support of nearly \$2.3 million to maintain a zero reserve balance with further contingency planning consideration. Further, large Capital Infrastructure Project requirements for the West building roof replacement of nearly \$8 million will also be requested from the City and are anticipated to be funded through an additional IBank loan later in

the year. All non-critical capital projects were deferred to future years.

10 YR- CIP and OPERATING CAPITAL BUDGET

FY2021 Capital Improvement Plan originally budgeted for \$2,435,701, including \$1,500,000 for Capital Infrastructure Projects (“CIP”) and Operating Capital (“O&M”) of \$935,701 were slashed to \$325,000 for CIP and \$757,788 for O&M. SDCCC’s CIP priority is primarily to begin roof design for original “West” building roof replacement as well as to replace corroded sewer drain lines. The design, engineering and planning phase for the roof replacement project will start during FY2021 with schedule construction anticipated Sept 2021 – June 2022 of FY2022. Unrestricted equity reserves will cover the costs for design and engineering of the Roof Project to be reimbursed from the \$8 million estimated debt proceeds anticipated to be issued during FY22 through a collaborative effort of Corporation and City staff with the IBank as mentioned above. Additionally, the Center’s primary capital “O&M” projects consist of converting software platforms for event management and finance and completing the fire pump replacement project contracted last fiscal year for completion in FY2021.

STAFF RECOMMENDATION

Approve authorization of FY2021 Third Revision Operating Budget to request minimum financial support of City of San Diego of \$4 million for FY21 operational support and to engage in future contingency planning conversations with future forecast projections as the situation continues to evolve.

_____/s/_____
Carol Kim
Budget Committee Chair

SAN DIEGO CONVENTION CENTER CORPORATION
FY2021 BOARD PROPOSED OPERATING BUDGET - (Revised Based on March 2021)
DRAFT

	FY2020 ACTUALS PRE-AUDIT	DEC OPEN FY2021 BOARD APPROVED 6/23/2020	MAR OPEN FY2021 BOARD PROPOSED NO SHELTER
OPERATING REVENUES			
Building Rent	\$6,816,665	\$5,416,390	\$2,284,380
Co-Promoted Events	0	0	0
Food & Beverage	9,735,974	4,719,030	1,993,790
Event Services	3,182,992	2,535,970	931,400
Utilities	3,836,062	3,259,980	901,670
Telecommunications	3,702,251	2,582,850	1,018,280
Audio & Visual	809,298	584,660	202,970
Business Development	249,979	383,300	248,780
Interest/Investment Income	228,199	265,000	40,210
Other Revenues	151,961	88,300	46,320
TOTAL OPERATING REVENUES	\$28,713,379	\$19,835,480	\$7,667,800
OPERATING INFLOWS			
City of San Diego - Marketing	\$2,133,025	\$0	\$0
City of San Diego - Shelter Operations	508,212	9,337,500	9,303,400
Grants	0	0	0
TOTAL OPERATING INFLOWS	\$2,641,237	\$9,337,500	\$9,303,400
TOTAL REVENUES AND INFLOWS	\$31,354,616	\$29,172,980	\$16,971,200
OPERATING EXPENSES			
Salaries & Wages - Full Time	\$13,773,200	\$12,065,650	\$9,325,760
Salaries & Wages - Part Time	3,920,990	1,987,030	1,025,670
Fringe Benefits	4,772,451	4,370,080	5,580,780
TOTAL PERSONNEL EXPENSES	\$22,466,631	\$18,422,760	\$15,932,210
General Expenses	\$2,831,890	\$1,443,850	\$1,258,033
Repair & Maintenance	2,633,535	3,260,820	2,404,615
Utilities	3,808,531	3,907,670	2,625,410
Contracted Services	661,557	1,087,620	926,700
Travel & Transportation	107,860	90,700	12,760
Insurance	495,615	583,410	621,880
Telecommunications	57,926	51,820	51,420
Sales & Marketing	2,224,205	1,155,520	1,520,110
Supplies	560,587	550,980	476,630
TOTAL SUPPLIES & SERVICES	\$13,381,705	\$12,132,380	\$10,097,568
TOTAL OPERATING EXPENSES	\$35,848,336	\$30,555,150	\$26,029,778
NET OPERATING REVENUES / EXPENSES	-\$4,493,719	-\$1,382,170	-\$9,058,578
EXTRAORDINARY GAIN ON DEBT FORGIVENESS	\$0	\$1,387,000	\$4,387,000
DEBT SERVICE EXPENSES			
Interest Expense	\$891,362	\$1,000,220	\$864,219
Loan Admin Fee	74,497	72,200	72,219
Principal: Warehouse Lease	2,197	2,200	2,200
Principal: IBank Loan	731,973	783,200	783,200
TOTAL DEBT SERVICE EXPENSES	\$1,700,019	\$1,857,820	\$1,721,838
NET OPERATING RESERVE IMPACT	-\$6,193,738	-\$1,852,990	-\$6,393,416

OPERATING RESERVE ACTIVITY	FY2020 ACTUALS PRE-AUDIT	FY2021 BOARD APPROVED 6/23/2020	FY2021 BOARD PROPOSED NO SHELTER
Beginning Operating Reserve	\$13,674,080	\$5,559,100	\$3,464,818
+ Net Operating Revenues / (Expenses)	-4,493,719	-1,382,170	-9,058,578
+ Extraordinary Gain on Debt Forgiveness	0	1,387,000	4,387,000
- Future Impact on ancillary revenues (1)			
+ Mitigating Cost Savings Measures (1)			
- Debt Service Obligation	-1,700,019	-1,857,820	-1,721,838
+ Loan Proceeds to Fund Capital Projects	0	1,250,000	0
- Capital Outlay:			
Capital Infrastructure Projects	-2,386,835	-1,500,000	-325,000
Operating Capital	-1,618,688	-935,700	-757,788
Ending Reserve Balance	\$3,464,818	\$2,520,410	\$4,011,366
Reserve Minimum Balance (8%)	\$3,003,000	\$3,003,000	\$3,003,000
Over / (Under) Reserve Minimum Balance	\$461,818	-\$482,590	-\$7,014,366

10-Yr. CIP (Capital Infrastructure Projects)

Revised - Board Proposed 9.22.2020

PRIORITY / PROJECT DESCRIPTION Roof Planning and Design	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	10-Yr CIP FY21-FY30	Project Totals
1 Roof Engineering/Design Consultant - 11% of both roofs (permitting, studies, solar analysis)	250,000	1,000,000									1,250,000	1,250,000
2 Solar feasibility and planning												
Roof (West) Replacement (Based on Assessment)												
1 West Building Roof (Upper)		2,118,784										2,118,784
1 West Building Roof (Solar prep - elevated rack)		2,026,310										2,026,310
1 West Building Roof (20% Contingency)		974,406										974,406
1 West Building Roof (Lower)		430,500										430,500
Roof (East) Replacement (Based on Assessment)												
1 East Building - Metal Roof			2,623,500									2,623,500
2 East Building Roof (Upper, Lower & Mechanical Wells)			4,560,700									4,560,700
2 East Building Roof (20% Contingency)			1,436,800									1,436,800
Central Plant Replacement (Based on Assessment)												
2 Central Plant AHU's replacement/retire	12,109,000				13,982,000	2,360,000		24,513,000				52,964,000
2 Central Plant Boiler replacement					1,292,000							1,292,000
2 Central Plant control upgrades					2,335,000							2,335,000
2 Central Plant Pump replacement				312,000	55,000	600,000	267,000					1,234,000
2 Chiller replacement 1 & 2 and then 3-5					2,400,000			3,600,000				6,000,000
2 Chillers 3-5: Replace three large VFD's (\$900K each x 3)				1,140,000								1,140,000
2 Air Delivery System: Upgrade - Ballroom x 3				970,840								970,840
3 Boilers: Replace two - central plant				223,700								223,700
3 Variable Frequency Drive (VFD): For Air Handlers (Meeting rooms in West Building)					255,450							255,450
Building Reconditioning Projects												
1 Replace kitchen sewer drain pipes (West) - Work to be performed mostly in-house	75,000											75,000
2 ADA Interior Door Openings: Replace 31 sets - Salls, kitchen, 20 foyer, lobbies etc.		240,250										240,250
2 Control Networks for Operations / meet consultant to plan for replacement/maintenance		250,000										250,000
2 Control Panels: Replace 27 - Facility Lighting		484,450										484,450
2 Exhibit Halls A-H floor boxes (recept. breakers etc.)			200,000									200,000
2 Master Modernization (Carpet) - Meeting Rooms (Install/Carpet/Proj Mgmt)			750,000		1,250,000							2,000,000
2 Master Modernization (Paint) - Meeting Rooms			250,000									250,000
2 Resurface East Kitchen floors												
2 West Kitchen Equipment: Remodel Infrastructure		250,000										250,000
2 West Kitchen: Remodel (Equipment) Replacement				550,992	750,000							1,300,992
3 12KV Switchgear: Replace/Upgrade 7 - East Building (MAY BE PART OF EXPANSION)				1,200,000								1,200,000
3 16 Restrooms - Upgrade City/Upper level - East Building (3 per year)								2,210,000				2,210,000
3 200 HP Pumps: Replace two with six 50 HP pumps in HVAC system (VFD's & loop mods included)				765,000	785,000	805,000	825,000	850,000	875,000			4,905,000
3 Access points of entry upgrade			362,250									362,250
3 Concession stands: Retrofit A-C (\$100,000 each, 2 total) Others will be demoed in expansion					2,000,000							2,000,000
3 Electrical Switchgear: Upgrade - Sall					200,000							200,000
3 Elevators Reconstruction (5 front facing) + cameras				121,800								121,800
3 Front Drive East: Replace concrete												
3 Inclined Elevator: Replace & rebuild					1,238,445							1,238,445
3 Lock/Inval Boilers: Replace - East Kitchen												
3 Move office service area to 20B corridor												
3 Replace 1989 emergency generator & transfer system												
3 Replace ceiling (Stewarding area)												
3 Replace concrete at West Mezzanine Terrace												
3 Replace underground fuel tanks (2)												
3 Salls Pavilion Floor boxes (108 panels - recept. breakers etc.)					1,090,000							1,090,000
3 Signage: Way Finding & Design					91,600							91,600
3 Terrace/Mezz Rehab: Planters reconditioning (Design, demo and planter replacement)					134,784							134,784
4 Freight Elevators: Recondition 3, 4, & 5 - East Building				1,500,000								1,500,000
4 Passenger Elevators: Modernization - B-C,12,6, and 7				125,000	1,221,800							1,346,800
							1,300,600					1,300,600
						1,191,960						1,191,960
Total Capital Infrastructure Projects:												
	\$ 325,000	\$ 8,462,250	\$ 9,845,700	\$ 23,077,245	\$ 28,471,329	\$ 5,306,960	\$ 2,742,650	\$ 27,573,000	\$ 4,475,000	\$ -	\$ 111,273,334	\$ 111,273,334

- 1=Emergency, Health/Safety/Mandates
2=Frequent Problems/expired useful life/impacts revenue generation or increases costs
3=Public Demand/Benefit, Client facing and synergy with other projects/purchasing Power
4=Planned replacement with avail funding

10-Yr. (Operating Capital Equipment)

Revised - Board Proposed 9.22.2020

PRIORITY	PROJECT DESCRIPTION	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY 2026	FY 2027	FY 2028	FY 2029	FY 2030	10 Yr FY21-FY30
1	Defer FY22											
1	Defer FY22											
1	Committed											
2	Radio console (Base upgrade) - all call tech update		30,000									30,000
2	Arsul (fire hood) - West Kitchen		45,000									45,000
2	Barometric Damper controls (Albreco)		35,000									35,000
2	Bobcat SkidSteer S590 with bucket, grapple bucket, excavator, stump grinder attachment		81,250									81,250
2	Digital Conventions phase III wiring		58,000									58,000
2	ERP Conversion (Event MGT. / Finance software system replacement)		95,000									95,000
2	Exterior PA Speakers (\$70K Consulting FY20/\$230K FY21) - \$225,701		75,000									75,000
2	Fire Pump		350,000									350,000
2	Committed											
2	Defer FY22											
2	Injector Pumps, Controls & Alarms: Replace - P2 South		322,788									322,788
2	New Walk-in Fridge (plate storage room)		150,000									150,000
2	Public Safety System - (Speakers, AMP, controls)			120,000								120,000
2	Redundant Cooler for Rack System in server room - wait for vote				1,049,359							1,049,359
2	Vehicle - Minivan (Security) to replace 2006 highlander			30,000	250,000							250,000
2	Walk thru metal detectors (need to do ROI on lease/purchase)				100,000							100,000
3	19' Scissor Lifts: Replace		18,000									18,000
3	32' Boom Lift: Replace			38,000								38,000
3	Air Wall Trolleys: Replace - East Mig Rms - Reevaluate w/ "Expansion"				340,000							340,000
3	Air Wall Trolleys: Replace - Exhibit Halls D-H - Reevaluate w/ "Expansion"				475,000							475,000
3	Carpet Vacuum (to replace sweeper) - Qty 2				397,500							397,500
3	East Dock Entrance & Exit Roll-up Doors: Replace		50,000									50,000
3	Electric Tow Tractor (Mule)						118,450					118,450
3	File server replacements			16,500			18,000					34,500
3	Kitchen Stack system with shelving equip warehouse		38,000									38,000
3	Sewer: Injector Pumps, Controls & Alarms: Replace - P2 North		40,000									40,000
3	Telescopic Sealing Riser System 5,000					89,000						89,000
3	Trash Can cleaning machine		90,000		1,300,000							1,300,000
3	West Dock Roll-up Door Entrance											
3	Yale Electric Forklift with Charger			35,000				56,750				90,000
4	40' Boom Lift: Replace				41,000							41,000
4	Air-blades Hand Dryers: Plans, permitting, install tile/drywall refinishing											
4	Carpet Extractor		198,000									198,000
4	Concierge Booth Upgrades (Design)		16,000									16,000
4	Flooring: Rubberized replacement		100,000									100,000
4	Robotic Vacuum 1 - Manufacturer/model TBD				858,001							858,001
4	Sewer: Injector Pumps, Controls & Alarms: Replace - P1 North		50,000									50,000
4	Sweeper, Large ride on, Tennant S30		39,000					89,000				128,000
4	Triplex Lawnmower											
4	Yale Electric Forklift with Charger				42,000							42,000
4	Yale Electric Forklift with Charger				44,000							44,000
4							46,000					46,000
Total Operating Capital Projects			\$ 757,788	\$ 1,123,250	\$ 238,500	\$ 4,898,870	\$ 89,000	\$ 54,000	\$ 264,200	\$ -	\$ -	\$ 7,434,008

- 1-Emergency, Health/Safety/Mandates
- 2-Frequent Problems/expired useful life/Impacts revenue generation or increases costs
- 3-Public Demand/Benefit, Client facing and synergy with other projects/purchasing power
- 4-Planned replacement with avail funding

**SAN DIEGO CONVENTION CENTER CORPORATION
M E M O R A N D U M**

TO: Board of Directors

FROM: Carol Kim, Budget Committee Chair

DATE: For the Agenda of September 22, 2020

RE: Authorization to Contract for Event Management & ERP Solutions.

BACKGROUND

The Corporation currently relies on an aging software infrastructure for both event management and enterprise resource planning (ERP). This critical infrastructure is comprised primarily of Convention Center Resource Information and Control System (ConCentRICs) on the event management side and Microsoft Dynamics SL on the ERP side. These systems are not integrated for data to flow from either system resulting in a duplication of efforts to ensure data is recorded within a single platform when necessary. Both platforms are hosted on premise and the upgrades have not been maintained. The ConCentRICs version is no longer supported by the developer.

DISCUSSION

On November 12, 2019, Procurement Staff issued a request for proposals (RFP) for both an event management and ERP solution, reserving our right to award either multiple contracts or a single, comprehensive contract based on the limited, qualified competition that has both solutions fully integrated within one company. Staff received six (6) responsive bids with one (1) bid for a fully integrated solution, two (2) multi-party providers whose platforms integrate well together, and (3) single platforms that address a single portion. The RFP utilized a best value format and included a specification survey including 145 desired functions.

Staff proceeded to shortlist 1) Ungerboeck, a fully integrated solution, 2) VenueOps by Event Booking (Event Management) with Acumatica (ERP), and 3) ConventionSuite (Event Management) with NetSuite (ERP). Shortlist interviews and live demonstrations took place through February 2020. Staff conducted hands-on sandbox evaluations of event management solutions Ungerboeck and VenueOps through August 2020, ultimately selecting VenueOps by EventBooking as the best value.

On the ERP side, Staff was not satisfied with the solutions presented through the RFP and elected to exercise additional due diligence through its option to see what other ERP solutions were well regarded in the industry. Staff received overwhelmingly positive reviews of Microsoft Dynamics 365 Business Central ("Business Central") and elected to pursue evaluating it. Both event management platforms being evaluated at the time of this decision also advised they integrate well with Business Central and were able to provide client success stories and references. Staff conducted a hands-on sandbox evaluation and recommends Business Central on a single-source basis in comparison to what was presented during the RFP. Due to the proprietary nature inherent

of software solutions and ability to meet established requirements, Procurement Staff determined this single-source justification for Business Central is consistent with our procurement policies.

Staff received strong recommendations from industry contacts and references to retain specialized consultants to assist with implementation and training. Microsoft's delivery model also mandates the use of a specialized reseller for implementation and training. Procurement Staff engaged in discussions with David Cotton from Keynote Consulting and LBMC Technology Solutions at the recommendation of industry contacts and EventBooking based on previous successful implementations of both VenueOps and Business Central.

Below is a cost breakdown of up-front implementation costs and annual licensing fees:

Item	One-Time Cost	Annual Recurring Cost
Venue Ops Licensing, Unlimited Users		\$90,000 (Starting 1/1/2021)
Venue Ops Configuration and Training by EventBooking (Developer)	\$45,000	
Venue Ops Implementation: Keynote Consulting	\$61,500 (\$150/hr x 410hrs)	
Business Central Licensing, 40 users Non-Profit Account		\$7,488
Business Central Implementation and Training: LBMC Technology Solutions	\$102,600 (\$180/hr x 570hrs)	
TOTAL	\$209,100	\$97,488

While Staff recognize the COVID-19 pandemic adds some complexities to an implementation and even further our need to be fiscally prudent, Staff does recommend proceeding with this project on the basis that our existing software infrastructure is a vulnerability being no longer supported, our volumes will be lower allowing for an easier transition, and there will be efficiencies gained with integrated, modernized solutions.

STAFF RECOMMENDATION

Approve authorization to contract with EventBooking, Keynote Consulting, Microsoft, and LBMC Technology Solutions based on the above with a project budget not to exceed \$350,000 for the first year of licensing fees and one-time implementation costs, inclusive of contingency funds for as-need implementation requirements.

Approve authorization to enter into licensing agreements with EventBooking and Microsoft for event management and ERP solutions, subject to Staff's discretion for continued annual renewal.

/s/
Carol Kim,
Budget Committee Chair

**SAN DIEGO CONVENTION CENTER CORPORATION
M E M O R A N D U M**

TO: Board of Directors

FROM: Carol Kim, Budget Committee Chair

DATE: For the Agenda of September 22, 2020

RE: Authorization to Approve a Resolution of the San Diego Convention Center Corporation, Inc. Authorizing an Extension to the Agreement with Centerplate and Authorizing the President & CEO to Sign the Extension.

BACKGROUND

The San Diego Convention Center Corporation ("Corporation") has entrusted Centerplate as its exclusive food and beverage provider since 1993. On July 1, 2014, Corporation and Centerplate mutually agreed to extend the existing contract by five (5) years through June 30, 2026. This extension provided incentive payments due and amortized according to an established schedule. The remaining incentive payments to be amortized are:

- \$500,000, due on July 1, 2020, amortized over two (2) years.
- \$500,000, due on July 1, 2022, amortized over two (2) years.
- \$500,000, due on July 1, 2024, amortized over two (2) years.

DISCUSSION

In August 2020, Centerplate brought forward equity concerns of incentive payments being paid and amortized when there are no events at the center and future events will have a phased recovery as a result of the COVID-19 pandemic. Staff engaged in discussions with Centerplate and do agree there is an equity concern to be remedied. Through these negotiations, Staff recommend the following amendment:

1. Extend our contract by two (2) additional years (current expiration date is June 30, 2026, so contract will be extended to June 30, 2028).
2. Adjust remaining incentive payment amortization:
 - a. \$500,000, due on July 1, 2020, amortized over four (4) years (July 1, 2020 through June 30, 2024).
 - b. \$500,000, due on July 1, 2024, amortized over two (2) years (July 1, 2024 through June 30, 2026).
 - c. \$500,000, due on July 1, 2026, amortized over two (2) years (July 1, 2026 through June 30, 2028).
3. Reduce marketing, equipment, and small wares reserve account contribution by 1.5% (currently 3% of gross sales), for a period of two (2) years commencing on the Center's reopening date as determined by the first date the Center hosts a client event after March of 2020.

STAFF RECOMMENDATION

Staff recommends the Board approve the attached Resolution authorizing an extension to the agreement with Centerplate and authorizing the President & CEO to sign the extension.

Budget Committee Chair

Attachments:

- ## 1. Corporation Resolution

RESOLUTION NO. 2020-06

A RESOLUTION OF THE SAN DIEGO CONVENTION CENTER CORPORATION, INC. APPROVING AN EXTENSION TO THE AGREEMENT WITH CENTERPLATE AND AUTHORIZING THE PRESIDENT & CEO TO SIGN THE EXTENSION

WHEREAS, in 2007, the San Diego Convention Center Corporation (“Corporation”) and Service America Corporation, dba Centerplate (“Centerplate”) entered into a contract for food and beverage services, Contract 07-1357-R (Original Contract) and the parties have entered into various amendments to the Original Contract since that time; and

WHEREAS, in 2014, the Corporation and Centerplate entered into the 2014 Extension Agreement to extend the Original Contract through June 30, 2026. This extension provided incentive payments due and amortized according to an established schedule through 2026; and

WHEREAS, due to the unexpected and devastating impacts of the COVID-19 pandemic which has caused the Convention Center (“Center”) to be closed to normal business since March of 2020, Centerplate has requested that the incentive payments and term be extended; and

WHEREAS, Centerplate has been an exemplary partner throughout the years of service to the Corporation, including but not limited to providing food services to the City of San Diego’s homeless shelter during this COVID-19 pandemic; and

WHEREAS, Centerplate has unique knowledge related to operations at the Center and it is necessary for the Corporation to have a partner with this unique knowledge, special skills, and continuity related to provision of food and beverage services so that the Corporation can recover from the unprecedented impacts of the COVID-19 pandemic as quickly as possible; and

WHEREAS, due to the unprecedented COVID-19 pandemic and its far-reaching effects on Corporation, which include drastic budget shortfalls and furloughs/layoffs of Center employees and the need for the Corporation to obtain services from Centerplate as a single source, the parties now wish to extend the Original Contract for two additional years and amortize the incentive payments as shown below.

NOW, THEREFORE, be it resolved by the Board of Directors of the San Diego Convention Center Corporation (the “Board”) as follows:

Section 1. The findings listed in the above recitals are true and correct and are used a basis for approving this Resolution.

Section 2. The Board hereby approves an amendment to the Original Contract with Centerplate and authorizes the President & CEO to execute the necessary documents to amend the Original Contract pursuant to the terms as shown below:

Attachment 1

1. Extend the term of the contract by two (2) additional years (current expiration date is June 30, 2026, so contract will be extended to June 30, 2028).
2. Adjust remaining incentive payment amortization as follows:
 - a. \$500,000, due on July 1, 2020, amortized over four (4) years (July 1, 2020 through June 30, 2024).
 - b. \$500,000, due on July 1, 2024, amortized over two (2) years (July 1, 2024 through June 30, 2026).
 - c. \$500,000, due on July 1, 2026, amortized over two (2) years (July 1, 2026 through June 30, 2028).
3. Reduce marketing, equipment, and small wares reserve account contribution by 1.5% (currently 3% of gross sales), for a period of two (2) years commencing on the Center's reopening date as determined by the first date the Center hosts a client event after March of 2020.

Section 3. Except as stated herein, all other terms of the Original Contract and its amendments shall remain in full force in effect.

Section 4. This Resolution shall become effective immediately upon adoption.

PASSED, APPROVED and ADOPTED this 22nd day of September, 2020 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jaymie Bradford, Chairperson

ATTEST:

Allan Farwell, Secretary of the Board

**SAN DIEGO CONVENTION CENTER CORPORATION
M E M O R A N D U M**

TO: Board of Directors

FROM: Elvin Lai, Vice-Chair Board of Directors

DATE: For the Agenda of September 22, 2020

RE: Authorization to Engage with Strategic Plan Consultant to Lead Stabilization and Recovery Plan Initiatives

BACKGROUND

The San Diego Convention Center Corporation (“Corporation”) suffered a devastating disruption to business and is unable to resume business activities in the midst of the COVID pandemic. It is imperative for the Corporation to focus resources towards stabilization and recovery to remain competitive with other tier one cities across the country.

As the Corporation faces increased demands with reduced resources, a key success factor will be client retention and operating efficiencies in order to sustain the downturn. Additionally, the Corporation faces reduced staffing levels of 85% with no revenues expected until mid-2021, which makes it imperative to ensure resources are intentionally devoted to key strategies efforts.

DISCUSSION

As a concerned Director, I feel it critical we identify a qualified consultant to facilitate a strategic planning process to aid in further developing initiatives for the immediate future and set the tone for a three-year recovery plan.

Difficult and critical decisions are being made daily without a complete understanding of where we are going. These difficult times are also an opportunity for all of us to have a better understanding of the Center and build from a solid foundation. This plan and strategy gives us the ability to be proactive instead of reactive. Like many others, the Center has had to make many reactionary decisions and cuts, but from this, we can build a plan and strategy that better suits our growth. As of right now, budget is driving more than the majority of the conversation, when in fact, there is more to the conversation that we should be proactively pursuing. I cannot think of a better venue and opportunity than our full day retreat focused on important strategy and governance topics where we meet in-person with core staff and Board of Directors to begin planning for next steps. Reaching clarity and alignment on questions related to these topics would provide the basis for a strategy blueprint that would guide the organization over the next few years.

I am recommending Trevor Cartwright of Coraggio Group as the key strategic facilitator to lead us in developing a strategic plan. I have personally experienced his ability to bring a diverse local group, with competing priorities and initiatives, together to align and steer together in a common direction.

His Project Approach consists of five phases to reach the desired outcome:

- 1) Establish clear outcomes and deliverables by meeting with CEO Rippetoe, and Director Lai and others through virtual meetings.
- 2) Survey 15-20 outside influencers whose input will help inform decision related to strategy, capital investments, and other governance-related matters. This will provide insight that highlights key themes and findings.
- 3) Develop agenda and run-of-show based on Board input and survey results.
- 4) Retreat facilitation
- 5) Retreat Recap delivered within a week of all decisions made, along with next steps the group agrees to as a strategic blueprint.

VICE CHAIR RECOMMENDATION

Vice Chair seeks approval to engage with Trevor Cartwright of Coraggio Group for strategic planning facilitation at the November Board planning retreat on November 12, 2020.

/s/

Elvin Lai, Vice Chair
San Diego Convention Center
Board of Directors

Agenda Item 3.C.1

SAN DIEGO CONVENTION CENTER CORPORATION

MEMORANDUM

TO: Board of Directors

FROM: Carlos Cota, Defined Contribution Committee Liaison

DATE: For the Agenda of September 22, 2020

RE: Approval of Resolution #2020-05, Ratification San Diego Convention Center Corporation, Inc. Restated Money Purchase Pension Plan, 403b and 457 Plans

BACKGROUND

The San Diego Convention Center Corporation's Retirement Plans were restated effective July 31, 2020 as part of the retirement plan conversion project.

- The Money Purchase Pension Plan (MPPP) was originally adopted January 1, 1986 and restated effective January 1, 2008 and January 1, 2015. The Plan is the primary retirement benefit provided to eligible employees of the Corporation. The Plan and Trust are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and is further intended to qualify as a governmental plan under Code section 414(d). The MPP Plan is 100% Employer funded for qualified participants and does not allow employee contributions.
- The 457 Plan was originally adopted January 1, 1986 and restated November 1, 2011 to reflect its good faith effort to include certain provisions of the Pension Protection Act of 2006 (with technical corrections made by the Worker, Retiree and Employer Recovery Act of 2008 (WRERA) and the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART). The Plan is intended to qualify as an eligible deferred compensation plan within the meaning of Code 457(b) and is 100% funded by employee payroll deductions.
- The 403b Plan was originally adopted October 1, 2008 and is intended to be tax-favored under Code sections 403(b) and 501(a), respectively and is 100% funded through employee payroll deductions.

DISCUSSION

Internal Revenue Service ("IRS") regulations require restated retirement plan documents when plan administration changes. As part of the retirement conversion project started early this year, Plan documents were restated to incorporate current IRS provisions and recent Coronavirus Aid, Relief, and Economic Security Act (CARES Act) provision available effective April 1, 2020.

The Restated Plans contain some material changes as noted:

Current Plan Provision	Suggested Modification	Comments
Entry Date	Immediate upon completion of 1000 hours for full-time employees	Ease staff time and manual process
Definition of Compensation	Consistent with 403(b) Plan	
Forfeitures	Discretionary	Allowed to pay expenses; reduce company contributions; or reallocate to participants
Form of Payment	Allow Partial Distributions and force-out increased to \$5,000	Expand distribution flexibility. Eliminate small balances remaining in the Plan
In-Service Distributions	Age 59½	Reducing current age of 62 to age 59½ for more access and flexibility
Plan Expenses	Distribution and Loans paid by Participant	RBC and Custodial Fees paid Pro Rata (bps) RHI paid Per Capita
Default beneficiary	Spouse, then estate	Consistency across plans
Back pay	Counted as compensation in plan year back pay paid	Administrative ease

457(c) Provision	Suggested Modification	Comments
Definition of Compensation	Consistent with 403(b) Plan	
Roth	Add Roth to type of employee deferral	Broadens employee deferral elections
Default beneficiary	Spouse, then estate	Consistency across plans

405(d) Plan Provision	Suggested Modification	Comments
Definition of Compensation	Exclude fringe benefits, expense allowances, reimbursements, moving expenses, deferred compensation, and welfare benefits.	Modify to meet Safe Harbor Definition that is non-discriminatory
Auto Enrollment	None	Counsel has advised that auto enrollment <u>would not be permitted in CA for a governmental plan because of the CA Labor Code. If the CBAs expressly provide for it, it would be permitted for that population. In other cases we need express employee authorization.</u>
In-Plan Roth Conversions	Allow	Provide benefit for those wanting to convert to Roth
Form of Payment	Allow Partial Distributions; maintain annuity Option	Expand distribution flexibility. Although it is no longer common to have annuity option when not under an insurance product, removing the annuity option may create a risk under CA labor law.
Plan Expenses	Distribution and Loans paid by Participant	RBC and Custodial Fees paid Pro Rata (bps) RHI paid Per Capita
Normal Retirement Age	Lower to age 62	Consistency with MPPP
Disability definition	Changing to Code Section 22(e) definition (unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that that can be expected to result in death or that has lasted or is expected to last for a continuous period of not less than 12 months	Consistency with MPPP
Distribution of rollover contributions	Permitted at any time	Encouraging rollovers into the plan by removing restrictions on distribution

Hardship withdrawals	Permitted from rollover accounts No loan prerequisite Election form to be provided for other changes	Providing maximum flexibility
Loans	Maximum principal residence loan reduced to 15 years	Consistency with MPPP
Rollovers	Permitted for all eligible employees only	Ties plan participation to eligibility

Staff worked closely with Corporation's Plan administrator, Randal + Hurley and engaged with a recommend specialized ERISA attorney firm, Davis Wright Tremaine LLP for the review and preparation of the Restated Plan documents to ensure provisions fully align the Plans with current federal and state law.

RECOMMENDATION

Approve Resolution #2020-05, Ratification San Diego Convention Center Corporation, Inc. Restated Money Purchase Pension, 403b and 457 Plan documents effective July 31, 2020.

_____/s/_____
Carlos Cota
Defined Contribution Committee Liaison

**SAN DIEGO CONVENTION CENTER CORPORATION MONEY PURCHASE PENSION PLAN
PLAN HIGHLIGHTS**

IMPORTANT: *This is a summary of the Plan features. For full details, please refer to the Plan document.*

ADMINISTRATIVE INFORMATION

The Plan Administrator is a committee appointed by the Plan Sponsor.

The Plan Sponsor is San Diego Convention Center Corporation.

Address: 111 W. Harbor Drive, San Diego, California 92101

Phone number: 619-525-5301

Employer Identification Number: 33-0107636

Email: mardeen.mattix@visitsandiego.com

DEFINITIONS

Compensation

Compensation is wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052 over the Plan Year.

Compensation will also include the items listed below.

- Employee Contributions
- Post Severance Compensation (unused sick or vacation pay/nonqualified plan payments)

Compensation will exclude the items listed below.

- Pay that is earned before participation in the Plan.
- reimbursements and other similar allowances, fringe benefits, moving expenses, deferred compensation, reimbursable auto expenses, unvested pension payouts, non-standard severance payments, "excess" group-term life insurance that is includible in taxable income, welfare benefits that are not includible in taxable income and imputed income for domestic partner health insurance

Disability

Disability means the definition found in Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

Early Retirement Age

Early Retirement Age is the later of attainment of age 55 or the 5 year anniversary of service.

Eligible Employee

All Employees are eligible to participate in the Plan except those listed below.

- Employees who are included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- Leased employees.

- Employees who are non-resident aliens who received no earned income which constitutes income from services performed within the United States.
- Independent Contractors and Illegal Aliens.

Limitation Year

The Limitation Year is the Plan Year.

Normal Retirement Age

Normal Retirement Age is the attainment of age 62.

Plan Year

The Plan Year is each 12-consecutive month period ending on 12/31.

Required Beginning Date

The Required Beginning Date is the later of age 70-1/2 or retirement.

PENSION CONTRIBUTIONS

Eligibility

Eligible Employees must meet the requirements listed below to receive Pension Contributions.

- Complete 1000 Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.

Contributions

In order to receive a Pension Contribution a Participant must complete 1000 Hours of Service.

The above service requirement is modified by: No hours requirement for Full Time Eligible Employees.

Pension Contributions will be allocated according to the following formula: 10% of Compensation.

Vesting

Participants will become vested in their Pension Contributions according to the schedule below.

- | | |
|--|---|
| i. Other Pension Schedule -
less than 1 year: <u>0%</u> | xii. Other Pension Schedule -
11 years but less than 12 years: <u>100%</u> |
| ii. Other Pension Schedule -
1 years but less than 2 years: <u>20%</u> | xii. Other Pension Schedule -
12 years but less than 13 years: <u>100%</u> |
| iii. Other Pension Schedule -
2 years but less than 3 years: <u>40%</u> | xii. Other Pension Schedule -
13 years but less than 14 years: <u>100%</u> |
| iv. Other Pension Schedule -
3 years but less than 4 years: <u>60%</u> | xii. Other Pension Schedule -
14 years but less than 15 years: <u>100%</u> |
| v. Other Pension Schedule -
4 years but less than 5 years: <u>80%</u> | xii. Other Pension Schedule -
15 years but less than 16 years: <u>100%</u> |
| vi. Other Pension Schedule -
5 years but less than 6 years: <u>100%</u> | xii. Other Pension Schedule -
16 years but less than 17 years: <u>100%</u> |
| vii. Other Pension Schedule -
6 years but less than 7 years: <u>100%</u> | xii. Other Pension Schedule -
17 years but less than 18 years: <u>100%</u> |
| viii. Other Pension Schedule -
7 years but less than 8 years: <u>100%</u> | xii. Other Pension Schedule -
18 years but less than 19 years: <u>100%</u> |

- ix. Other Pension Schedule -
8 years but less than 9 years: 100%
- x. Other Pension Schedule -
9 years but less than 10 years: 100%
- xi. Other Pension Schedule -
10 years but less than 11 years: 100%

- xii. Other Pension Schedule -
19 years but less than 20 years: 100%
- xii. Other Pension Schedule -
20 years: 100%

DISTRIBUTIONS

Loans

Loans are permitted under the Plan.

Termination of Employment

Upon termination of employment, Participants will be able to take a distribution immediately.

In-Service Distributions - Normal Retirement Age

In-service distributions will be allowed at Normal Retirement Age for the following Accounts: All accounts.

In-Service Distributions - Rollover Contributions

In-service distributions of Rollover Contributions will be allowed at any time.

CLAIMS PROCEDURE

- (a) Each Participant (or Beneficiary) may make application to receive a benefit under the Plan by filing such form as the Administrator prescribes. Within 90 days of the date that the application is received, the Administrator will inform the Participant (or Beneficiary), in writing, of the amount of benefit due, if any, or of the denial of the claim for benefit.
- (b) Any denial of a claim for benefit will include a statement of the reasons for the denial, specific references to Plan provision on which the denial is based, a description of any additional information the Administrator needs to make a decision under the Plan, an explanation of why such information is necessary and an explanation of the Plan's claims procedure.
- (c) Within 60 days of the expiration of such 90-day period, the Participant (or Beneficiary) because of denial, inaction or otherwise, may request, in writing, that his application for a benefit be reviewed by a committee appointed by the Administrator to review appeals of claims which have been denied.
- (d) Within 60 days after receiving the request for a review, and after the date of the review, the committee will submit to the Participant (or Beneficiary), in writing, a statement of their decision and their reasons for arriving at such decision. After such statement has been given, the action of the committee shall be final and conclusive and shall not be subject to further appeal or review.
- (e) The Administrator and the committee may extend, in writing, for a period not to exceed 120 days, for reasonable cause, the time which the Participant (or Beneficiary) has to comply with any of the provisions of this Section.
- (f) Where a Participant (or Beneficiary) does not comply with the provision of this Section within the time prescribed (including extensions), the action of the committee shall then be final and conclusive and shall not be subject to further appeal or review.
- (g) Any action to be taken by a Participant (or beneficiary) pursuant to this Section may be taken by a representative designated by such Participant (or Beneficiary) to act for him or to assist him.

Note: These Plan highlights are intended to be a very concise overview of the Plan's features. For a detailed description of the Plan's features, please contact the Plan Administrator for more information. The Plan features described in these Plan Highlights are subject to change, and in the event of a discrepancy between the Plan document and these Highlights (or any other summary of Plan features, written or oral), the Plan document will control.

Agenda Item 3.C.1

SAN DIEGO CONVENTION CENTER CORPORATION 457 PLAN

PLAN DESCRIPTION

January 2020

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Randall & Hurley, Inc.

SAN DIEGO CONVENTION CENTER CORPORATION 457 PLAN

PLAN DESCRIPTION

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INTRODUCTION

San Diego Convention Center Corporation (the "Company") established the San Diego Convention Center Corporation 457 Plan (the "Plan") effective 11/01/2011. This Plan Description describes the Plan as amended and restated effective 07/31/2020.

This revised Plan Description supersedes all previous Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are in the following classification:

An Employee who is not: Leased Employees

Date of Participation

You will become a Participant eligible to participate in the Plan on the Immediate after you first perform an hour of service as an Eligible Employee.

ELECTIONS/CONTRIBUTIONS

Participant Contributions

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established in your behalf. Your contributions to the Plan are not subject to federal income tax but may be subject to social security and medicare taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan. You may elect to defer up to one hundred percent (100%) of your Compensation. You may also make a contribution of accumulated sick pay, accumulated vacation pay, and back pay to the Plan.

Roth Contributions

Effective 07/31/2020, the Plan allows a newer type of participant contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you

on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are participant contributions that are made in the same manner as your pre tax participant contributions. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your participant contributions as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax participant contributions may not exceed the contribution limit mentioned below.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Contribution Limit

Federal tax law places a limit on the amount that you may contribute to the Plan each year. The limit is the lesser of:

- (1) \$19,500 (in 2020); or
- (2) 100% of your total compensation for the calendar year.

Make Up Contributions

During the last 3 calendar years ending before the year in which you attain age anywhere between the ages of 62 (age 65 if not covered under San Diego Convention Center Corporation Money Purchase Pension Plan) and 70-1/2 as elected by the individual participant, or age 70-1/2 as a default if the participant does not elect a Normal Retirement Age, you may be able to use a higher contribution limit. The "make up" limit is the lesser of:

- (1) 2 times the \$19,500 limit (in 2020); or

(2) The sum of the unused portion of the \$19,500 (in 2020) in any prior year of participation in the Plan.

Age 50 Catch-Up Contributions

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of contributions, up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up contributions for a year is \$6,500 (in 2020). The age 50 catch-up does not apply for any year for which a higher limitation applies under the make-up contribution described above.

Transfers/Rollover Contributions

If you are a participant, you may request to have all or a portion of an eligible rollover distribution paid to the Plan.

In addition, the Plan Administrator may accept a transfer of assets to the Plan from another section 457(b) plan. Such a transfer is permitted only if the other plan provides for such direct transfer and if such transfer is permitted by applicable federal tax regulations. The Plan Administrator may require that the transfer be in cash or other property acceptable to the Plan Administrator.

Compensation

Compensation means base salary and Other Pay included in W-2 Pay. However, Compensation shall not include: Fringe benefits. The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits. Compensation will include amounts which are paid to you during the Plan Year.

CREDITING EARNINGS ON PARTICIPANT ACCOUNTS

Determination of Amount

Your Account will be credited with earnings that will reflect a "market basket" of predetermined investments. You may select which investments will make up your market basket. You may change the your investment selections as of each date that earnings on your account are determined.

When Earnings Are Credited

Your account will be adjusted daily for earnings/losses.

Expenses

The Company may charge your Account with any or all of the expenses involved in the establishment or ongoing operation of the Plan.

Trust

The Company will establish a trust fund to hold all contributions to the Plan. As an alternative, the Company may invest Plan assets in custodial accounts and/or annuity contracts as permitted by federal law.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your contributions to the Plan (including rollover contributions and transfers from another plan).

DISTRIBUTIONS

Time of Distribution

Upon your termination of employment with the Company, you are entitled to receive a distribution of your Account in any form of distribution permitted by the Plan.

Benefits may not commence later than your required beginning date. Your required beginning date is April 1st of the calendar year following the calendar year in which you attain age 70-1/2 or terminate, whichever is later.

Form of Payment

You may receive your Account in the following forms of payment:

Single lump sum payment.

Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than life expectancy years.

Partial distribution; a purchase of a single premium nontransferable annuity contract for such term and in such form as the Participant selects that provides for payments in the form of an irrevocable annuity each calendar year of amounts not less than the amount required under Code Section 401(a)(9).

Payment on Participant Death

In the event of your death, your beneficiary will be entitled to make any elections as to timing and form of distribution as were available to you at the time of your death subject to the minimum distribution requirements of federal tax law.

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable at your death. You are entitled to change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator. If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your estate.

Unforeseeable Emergency

You may receive a distribution upon the occurrence of an unforeseeable emergency. An unforeseeable emergency is a severe financial hardship that may not otherwise be relieved by reimbursement or compensation from insurance, by liquidation of your assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), or by cessation of deferrals under the Plan.

Your Roth Deferrals may be withdrawn upon the occurrence of an unforeseeable emergency in the same manner as other deferrals. Please note however, that the income on the Roth deferrals may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Small Distributions

The Plan Administrator may establish uniform guidelines under which up to \$5,000 of your Account may be distributed in a lump sum before your termination (either with or without your consent). In order to qualify for the distribution, no deferrals may have been credited to your Account in the preceding twenty-four (24) months, and no prior small distribution may have been made to you under this special rule.

Medium of Payment

You may receive a distribution from the Plan in the form of cash.

Transfers/Rollovers

The Company may transfer your account to another section 457(b) plan provided that such transfer complies with applicable federal regulations. In addition, you may roll over a distribution from the Plan to another eligible retirement plan. If the vested amount of your Account exceeds \$1,000 and you do not timely return your election forms, the Plan Administrator must transfer your Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. For further information concerning the Plan's rollover provisions, the IRA provider and the fees and expenses attendant to the IRA please contact the plan

administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this plan description.

You may rollover a distribution that otherwise qualifies for direct rollover treatment, directly into a Roth IRA, even if it does not include a Roth account. You will want to seek professional tax advice, as this type of rollover distribution will be taxable to you. (It is designed to avoid the two step conversion process previously required to convert a non-Roth IRA into a Roth IRA after paying tax on the conversion.)

You may also transfer service credit to another defined benefit governmental plan. If you are interested in this feature, please contact the Plan Administrator for more information.

Inservice Withdrawals

Subject to any Plan Administrator procedures, you may receive an inservice withdrawal of your rollover Account.

You may receive an inservice withdrawal from your Account upon attainment of age 70-1/2 if you have not yet terminated employment.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process plan distributions and domestic relations orders.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan Year

The plan year ends on 12/31.

ADMINISTRATIVE INFORMATION

The Plan Sponsor is San Diego Convention Center Corporation.

Its address is 111 W. Harbor Drive San Diego, California 92101.

Its telephone number is 619-525-5301.

Its Employer Identification Number is 33-0107636.

The Plan Administrator is a committee appointed by Plan Sponsor. If no committee has been designated, the Plan Administrator will be the Plan Sponsor.

Its address and telephone number is that of the Plan Sponsor listed above.

Custom Language:

Participants may elect only a percentage (%) of pay for Elective Deferral purposes

Agenda Item 3.C.1

SAN DIEGO CONVENTION CENTER CORPORATION 403(B) PLAN HIGHLIGHTS

IMPORTANT: *This is a brief summary of the features of the San Diego Convention Center Corporation 403(b) Plan. For a full summary, please refer to the Summary Plan Description.*

Eligibility	
Pre-Tax and Roth Elective Deferrals	Participants will be eligible to make Pre-Tax and Roth Elective Deferrals immediately upon their hire date.
Contributions	
Pre-Tax and Roth Elective Deferrals	<p>The max Pre-Tax and Roth Elective Deferrals a participant may make is 100% of their compensation.</p> <p>A Participant may make or change their deferral election by: contacting the Payroll or Human Resources Department.</p> <p>Age 50 catch-up contributions are allowed (\$6,500 for 2020).</p>
Rollover Contributions	<p>Employees eligible to participate in the Plan can rollover money from: a rollover from a plan qualified under Code section 401(a) or 403(a) if the contribution qualifies as a tax-free rollover as defined in Code section 402(c) will be accepted by the Plan. If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee. A rollover from a "Conduit Individual Retirement Account", as determined in accordance with procedures established by the Plan Administrator and only if the contribution qualifies as a tax-free rollover as defined in Code section 402(c) will be accepted by the Plan. If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee. Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state will be accepted by the Plan. Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income will be accepted by the Plan. If the Plan permits Roth Elective Deferrals, a direct rollover contribution to a Roth Elective Deferral Account from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1), to the extent the rollover is permitted under the rules of Code section 402(c).</p>
Vesting	
Elective Deferrals	Participants are always fully vested in Elective Deferrals.
Distributions and Loans	

Termination of Employment	Distributions after termination of employment can be taken immediately after their employment terminates.
In-Service Distributions	<p>The following in-service distributions are available from fully vested account balances.</p> <ul style="list-style-type: none"> • All account balances at normal retirement age (age 62). • All account balances at age 59.5. • Rollover Contribution at any time. • At disability. • Hardship Distribution.
Loans	The maximum number of loans outstanding is one (1).
Investments	
Investments	<p>Participants can invest in custodial accounts.</p> <p>Participants can direct the investment of all or some of their account balances.</p>
Contact Information	
Plan Sponsor	<p>The Plan Sponsor is San Diego Convention Center Corporation. Address: 111 W. Harbor Drive, San Diego, California 92101 Phone number: 619-525-5301</p>
Plan Administrator	<p>The Plan Administrator is a committee appointed by San Diego Convention Center Corporation. Address: 111 W. Harbor Drive, San Diego, California 92101 Phone number: 619-525-5301 Email: mardeen.mattix@visitsandiego.com</p>
<p><i>Note: These plan highlights are intended to be a very concise overview of plan features. For a detailed description of plan features, please review the Plan Description or contact the Plan Administrator for more information. The plan features described in these plan highlights are subject to change. In the event of a discrepancy between the legal plan document and these highlights (or any other summary of plan features), the plan document shall control.</i></p>	

Agenda Item 3.C.1

SAN DIEGO CONVENTION CENTER CORPORATION, INC.

RESOLUTION #2020-05

***ADOPTING AMENDED AND RESTATED MONEY PURCHASE PENSION PLAN,
403(b) PLAN, AND 457(b) PLAN***

WHEREAS, the San Diego Convention Center Corporation (hereinafter referred to as “Employer”) sponsors the San Diego Convention Center Corporation Money Purchase Pension Plan (the “Money Purchase Pension Plan”), the San Diego Convention Center Corporation 403(b) Plan (the “403(b) Plan”), and the San Diego Convention Center Corporation 457 Plan (the “457 Plan”) (collectively referred to as the “Plans”) on behalf of eligible employees; and

WHEREAS, the Board of Directors of the Employer (the “Board”) has the right to appoint and remove the Trustees of the Plans and to approve the Plans’ recordkeepers; and

WHEREAS, effective July 31, 2020, the Board wishes to remove Wells Fargo as Trustee of the Money Purchase Pension Plan and appoint Charles Schwab Bank as a directed Trustee of the Money Purchase Pension Plan;

WHEREAS, effective July 31, 2020, the Board wishes to remove Reliance Trust Company as Trustee of the 457 Plan and the 403(b) Plan and appoint Charles Schwab Bank as a directed Trustee of the 457 Plan and the 403(b) Plan; and

WHEREAS, the Board reserves the right to amend the Plans at any time; and

WHEREAS, management has recommended that the Plans be amended and restated effective July 31, 2020, except as otherwise provided, to change from the current adoption agreements and plan documents prepared by Massachusetts Mutual Life Insurance Company (“MassMutual”) to adoption agreements and plan documents prepared by Randall & Hurley, Inc.; and

WHEREAS, management has recommended that as part of the restatement process, the Money Purchase Pension Plan be amended effective July 31, 2020 except as otherwise provided, to change the Trustee to Charles Schwab Bank, change the eligibility and enrollment provisions so that an eligible employee is enrolled immediately upon completion of 1,000 hours of service, clarify the categories of employees eligible to participate, clarify the rehire and break-in-service provisions, change the definition of compensation to better align with the 403(b) Plan and the 457 Plan, revise the provisions regarding use of forfeitures to increase flexibility, change the involuntary cashout threshold from \$1,000 to \$5,000,

add an age 59-1/2 in-service withdrawal provision, revise the default beneficiary hierarchy, and make other changes that are minor or administrative in nature; and

WHEREAS, management has recommended that the 403(b) Plan be amended effective July 31, 2020 except as otherwise provided, to change the Trustee to Charles Schwab Bank, to change the definition of compensation to exclude fringe benefits and to better align with the Money Purchase Pension Plan and the 457 Plan, allow in-plan Roth conversions, add partial distributions as forms of payment, allow distributions from rollover accounts at any time, change the involuntary cashout threshold from \$1,000 to \$5,000, modify the hardship withdrawal rules in light of the Bipartisan Budget Act of 2018, reduce normal retirement age from 65 to 62, and make other changes that are minor or administrative in nature; and

WHEREAS, management has recommended that the 457 Plan be amended effective July 31, 2020, except as otherwise provided, to change the Trustee to Charles Schwab Bank, to allow Roth contributions, change the definition of compensation to better align with the Money Purchase Pension Plan and the 403(b) Plan, clarify eligibility and enrollment provisions, change the involuntary cashout threshold from \$1,000 to \$5,000, clarify the normal retirement age provisions, revise the default beneficiary hierarchy, and make other changes that are minor or administrative in nature;

NOW, THEREFORE, BE IT RESOLVED that effective July 31, 2020, Well Fargo is hereby removed as Trustee of the Money Purchase Pension Plan, and Charles Schwab Bank is hereby appointed as a directed Trustee of the Money Purchase Pension Plan, and any actions taken prior to the date of these resolutions to effectuate this change are hereby ratified and approved.

BE IT FURTHER RESOLVED that effective July 31, 2020, Reliance Trust Company is hereby removed as Trustee of the 457 Plan and 403(b) Plan, and Charles Schwab Bank is hereby appointed as a directed Trustee of the 457 Plan and 403(b) Plan, and any actions taken prior to the date of these resolutions to effectuate this change are hereby ratified and approved.

BE IT FURTHER RESOLVED that the Employer hereby adopts the amended and restated Money Purchase Pension Plan, 403(b) Plan, and 457 Plan, the adoption agreements for which are attached hereto as Exhibits A-C respectively and incorporated herein by this reference, effective July 31, 2020, except as otherwise stated therein.

BE IT FURTHER RESOLVED that any authorized officer of the Employer is hereby authorized to execute the amended and restated adoption agreements and trust agreements for the Money Purchase Pension Plan, 403(b) Plan, and 457 Plan, and any related documents, on behalf of the Employer.

BE IT FURTHER RESOLVED that management is hereby authorized and directed to take any other actions necessary or desirable to implement the intent of this Resolution.

BE IT FURTHER RESOLVED that the Secretary/Treasurer of the Employer is hereby authorized to certify to the taking of these actions by the Board.

AYES:

NAYS:

ABSTENTIONS:

Jaymie Bradford, Chair

CERTIFICATION

I, Allan Farwell, Secretary of the San Diego Convention Center Corporation, do hereby certify that the above is a true and correct copy of a Resolution passed by the Board of Directors at meeting held on _____, 2020.

Allan Farwell, Secretary

EXHIBIT A

San Diego Convention Center Corporation Money Purchase Pension Plan

(Restated Adoption Agreement)

DRAFT



**SAN DIEGO CONVENTION CENTER CORPORATION MONEY
PURCHASE PENSION PLAN**

Prepared by:
Randall & Hurley, Inc.

WASHINGTON OFFICE
1328 N Whitman Lane
Liberty Lake, WA 99019
MONTANA OFFICE
828 Great Northern Blvd
Helena, MT 59601
www.randall-hurley.com

SAN DIEGO CONVENTION CENTER CORPORATION MONEY PURCHASE PENSION PLAN

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ADOPTION AGREEMENT #004
VOLUME SUBMITTER GOVERNMENTAL PENSION PLAN

The undersigned adopting employer hereby adopts this Plan and its related Trust to the extent an outside trust is not used. The Plan and Trust are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and 501(a), respectively. The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): San Diego Convention Center Corporation
2. Address: 111 W. Harbor Drive
3. City: San Diego
4. State: California
5. Zip: 92101
6. Phone number: 619-525-5301
7. Fax number: _____
8. Plan Sponsor EIN: 33-0107636
9. Plan Sponsor fiscal year end: 06/30
10. State of organization of Plan Sponsor: California

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 001
2. Plan name:
 - a. San Diego Convention Center Corporation Money Purchase Pension Plan
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/1986
 - b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 07/31/2020

SECTION A. GENERAL INFORMATION

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the terms of this document shall be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement shall be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on 12/31 (e.g. December 31)
- b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. ☒ Plan Year
- b. ☐ calendar year
- c. ☐ other: _____

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

- ☐ The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of and after the date specified.

Plan Features

7. Employee Contributions(Section 4.01)

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:

- i. ☐ Yes, _____% of Compensation
- ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory Employee Contributions

- iii. ☐ Yes, other fixed method: _____

- iv. ☒ No

- b. Voluntary (After-Tax) Contributions are permitted:

- i. ☐ Yes
- ii. ☒ No
- iii. ☐ Formerly Allowed

- c. Mandatory After-Tax Employee Contributions are permitted under the Plan:

- i. ☐ Yes, _____% of Compensation
- ii. ☐ Yes, salary schedule according to the chart below:

Salary Range

Mandatory After-Tax Employee Contributions

- iii. ☐ Yes, other fixed method: _____

- iv. ☒ No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation**8. Compensation**

- a.** Definition of Compensation for purposes of allocating contributions:
- i. ☒ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
 - ii. ☐ Base Compensation. The basic annual rate of compensation in effect at the beginning of the period selected below (A.8b).
 - iii. ☐ Withholding. Wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.
 - iv. ☐ Other: _____
- b.** Compensation is determined over the period specified below ending with or within the Plan Year:
- i. ☒ Plan Year
 - ii. ☐ calendar year
 - iii. ☐ Plan Sponsor Fiscal Year
 - iv. ☐ Limitation Year
 - v. ☐ Other 12-month period beginning on: _____ (enter month and day)
- c.** ☒ Include Employee Contributions in the definition of Compensation.
- d.** ☐ Include deemed Code section 125 compensation in the definition of Compensation.
- e.** ☐ Include differential military pay (as defined in Code section 3401(h)(2)) in the definition of Compensation (Section 3.08).
- f.** ☐ Include other pay (not otherwise included in A.8a): _____

NOTE: If other (A.8a.iv) is selected, Compensation must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: A.8b must be "Plan Year" if the Plan is excluding compensation earned before entry (A.11 is selected).

NOTE: If "Plan Year" is not selected in A.8b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

NOTE: If employee contributions are included (A.8c is selected), Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b), 122(f) or 457.

NOTE: Employee contributions are always included in the definition of Compensation for purposes of Mandatory Employee Contributions.

NOTE: If deemed Code section 125 compensation (A.8d) is selected, Compensation shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Ruling 2002-27.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

NOTE: If other pay (A.8f) is selected, A.8f should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is included, must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

9. Post Severance Compensation

☒ Include Post Severance Compensation (unused sick or vacation pay/nonqualified plan payments) in definition of Compensation.

NOTE: A.9 will also apply for purposes of Statutory Compensation.

10. Post Year End Compensation

☐ Determine Compensation using Post Year End Compensation

NOTE: If selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.

NOTE: A.10 will also apply for purposes of Statutory Compensation.

Compensation Exclusions

11. Pay Before Participation

☒ Exclude pay earned before participation in the Plan from definition of Compensation.

NOTE: If selected, Compensation shall include only that compensation which is actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation shall include that compensation which is actually paid to the Participant during the Plan Year.

12. Other Pay

☒ Exclude other pay from definition of Compensation: reimbursements and other similar allowances, fringe benefits, moving expenses, deferred compensation, reimbursable auto expenses, unvested pension payouts, non-standard severance payments, "excess" group-term life insurance that is includible in taxable income, welfare benefits that are not includible in taxable income and imputed income for domestic partner health insurance

NOTE: A.12 should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is excluded.

NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

13. Statutory Compensation

a. Definition of Statutory Compensation:

- i. ☐ W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. ☐ Withholding. Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source paid to the Employee by the Employer (in the course of the Employer's trade or business).
- iii. ☒ Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

b. ☐ Include deemed Code section 125 compensation in definition of Statutory Compensation:

NOTE: See A.9 and A.10 to determine if Statutory Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

Definitions**14. Disability**

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. ☐ Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. ☐ Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. ☐ Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. ☐ Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. ☐ Other: _____

NOTE: If A.14f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

15. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 13.05): California
- b. Enter any state law provisions that apply to the Plan: _____

NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY**Eligible Employee****1. The term "Eligible Employee" shall include:**

- a. ☐ All Employees
- b. ☐ The following Employees: _____
- c. ☒ All Employees except the following (select all that apply):
 - i. ☒ Union Employees. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
 - ii. ☒ Leased Employees.
 - iii. ☒ Non-Resident Aliens. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
 - iv. ☒ Other Employees: Independent Contractors and Illegal Aliens

NOTE: See Section 3.06(a) for rules regarding excluded Employees.

SECTION B. ELIGIBILITY

NOTE: If B.1b is selected, describe the Employees and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are eligible. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion. In order to meet the permanency requirement of Treas. Reg. section 1.401-1 (b)(2), a specific person or persons may be named by position/title but not given name; a finite group of individuals that cannot increase/change over time (such as those hired before a specific date) may not be used.

NOTE: If B.1c.iv is selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are excluded. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

2. Opt-Out.

☐ An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

☐ Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

a. ☐ Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____

b. ☐ The Plan provides conditions or limitations on immediate participation: _____

NOTE: If B.4b applies (B.4a is selected) and is selected, describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to discretion.

Eligibility for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions

An Eligible Employee shall be eligible to receive/make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions (if permitted pursuant to A.7) at the time specified in B.8 upon meeting the requirements of B.5 through B.7 (Section 3.01).

5. Age Requirement for Employee Contributions

Minimum age requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions: _____

6. Service Requirement for Employee Contributions

Minimum service requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

a. ☐ None

b. ☐ Completion of _____ year(s) of eligibility service

c. ☐ Completion of _____ Hours of Service in a _____ month period

d. ☐ Completion of _____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.

e. ☐ Completion of _____ months of service

f. ☐ Completion of _____ days of service

SECTION B. ELIGIBILITY

g. ☐ Other: _____

NOTE: If B.6g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

7. Additional Requirements for Employee Contributions

☐ Additional requirements, limitations, conditions or other modifications to B.5-6 (eligibility to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions) apply: _____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

8. Entry Dates for Employee Contributions

a. Frequency of entry dates for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- i. ☐ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☐ other: _____

b. An Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions on the entry date selected in B.8a that is:

- i. ☐ coincident with or next following the date the requirements of B.5 through B.7 are met
- ii. ☐ next following the date the requirements of B.5 through B.7 are met

NOTE: If B.8a.i is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the requirements of B.5 through B.7.

NOTE: If B.8a.vi is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.8b is not applicable if B.8a.i or B.8a.vi (immediate entry/other) is selected.

Eligibility for Pension Contributions

9. Eligibility for Pension Contributions (select one):

- a. ☐ Same as Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.8 upon meeting the requirements of B.5 through B.7
- b. ☒ Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.13 upon meeting the requirements of B.10 through B.12

NOTE: If B.9a is selected B.10 - B.13 shall be inapplicable.

10. Age Requirement for Pension Contributions

Minimum age requirement for Pension Contributions: None

11. Service Requirement for Pension Contributions

Minimum service requirements for Pension Contributions:

- a. ☐ None
- b. ☐ Completion of _____ year(s) of eligibility service
- c. ☐ Completion of _____ Hours of Service in a _____ month period

SECTION B. ELIGIBILITY

- d. ☒ Completion of 1000 Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. ☐ Completion of _____ months of service
- f. ☐ Completion of _____ days of service
- g. ☐ Other: _____

NOTE: If B.10g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

12. Additional Requirements for Pension Contributions

- ☐ Additional requirements, limitations, conditions or other modifications to B.10-11 (eligibility to receive Pension Contributions) apply: _____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

13. Entry Dates for Pension Contributions

- a. Frequency of entry dates for Pension Contributions:

- i. ☒ immediate
- ii. ☐ first day of each calendar month
- iii. ☐ first day of each Plan quarter
- iv. ☐ first day of the first month and seventh month of the Plan Year
- v. ☐ first day of the Plan Year
- vi. ☐ other: _____

- b. An Eligible Employee shall become a Participant eligible to receive Pension Contributions on the entry date selected in B.13a that is:

- i. ☐ coincident with or next following the date the requirements of B.10 through B.12 are met
- ii. ☐ next following the date the requirements of B.10 through B.12 are met
- iii. ☐ coincident with or immediately preceding the date the requirements of B.10 through B.12 are met
- iv. ☐ immediately preceding the date the requirements of B.10 through B.12 are met
- v. ☐ nearest to the date the requirements of B.10 through B.12 are met

NOTE: If immediate entry (B.13a.i) is selected, an Eligible Employee shall become a Participant eligible to receive Pension Contributions immediately upon meeting the requirements of B.10 through B.12.

NOTE: If B.13a.vi is selected the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.13b is not applicable if immediate or other entry (B.13a.i or B.13a.vi) is selected.

Transfers/Rehires

14. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.04):
 - i. ☒ as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. ☐ on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3

SECTION B. ELIGIBILITY

- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
- ☒ immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ☐ on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.8 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- Minimum Voluntary Contribution: _____
- Maximum Voluntary Contribution: _____
- Other limits on Voluntary Contributions apply: _____

NOTE: C.1a and C.1b may not be more than 100% of Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.9 through B.13 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- ☐ None
- ☒ In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year 1000
- ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- ☐ In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- Modify Hour of Service requirement and/or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - ☐ death
 - ☐ Disability
 - ☐ attainment of Normal Retirement Age
- Any Hour of Service requirement and last day requirement shall be modified as follows:

- i. ☐ Waive both the Hour of Service requirement and last day requirement
- ii. ☐ Waive the Hour of Service requirement only
- iii. ☐ Waive last day requirement only
- c. ☒ The following other modifications shall be made to the requirements specified in C.2-3b: No hours requirement for Full Time Eligible Employees

NOTE: C.3 is only applicable if C.2a, C.2b or C.2c is selected.

NOTE: C.3c may only be used to make minor changes to the requirements specified in C.2-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion. For example, C.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Pension Contributions - Formula

- 4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 as follows (Section 4.03):
 - a. ☐ Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - b. ☐ Points. In the amount of _____ to be allocated as described in C.5.
 - c. ☐ Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
 - d. ☐ Defined Groups. See C.6
 - e. ☒ Other fixed formula: 10% of Compensation

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to discretion.

5. Pension Contribution - Points

If C.5b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$100 of Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
 - i. ☐ Age, Service and Compensation
 - ii. ☐ Age and Service
 - iii. ☐ Age and Compensation
 - iv. ☐ Service and Compensation
 - v. ☐ Age Only
 - vi. ☐ Service Only
- b. Points awarded for \$100 of Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Compensation, Years of Service and/or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
- i. ☐ A percentage of Compensation _____
 - ii. ☐ A fixed dollar amount _____
 - iii. ☐ the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Allocation of Pension Contributions

- a. Pension Contributions are allocated to Participant Accounts at the following time(s):
- i. ☐ End of Plan Year
 - ii. ☐ Semi-annually
 - iii. ☐ Quarterly
 - iv. ☐ Each calendar month
 - v. ☒ Each pay period
- b. Minimum and Maximum Pension Contributions
- i. ☐ Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. ☐ Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

- a. ☐ The Employer will contribute a Participant's unused paid time off (vacation and/or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
- i. ☐ Each Plan Year
 - ii. ☐ Upon Termination
- b. ☐ The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

- ☐ Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

NOTE: C.9 shall not be more than "tenth".

NOTE: Allocations under C.9 may occur after Termination.

10. Collective Bargaining Agreement

- a. ☐ In addition to the amount selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement.
- b. The collective bargaining allocations will offset other employer contribution allocations that would otherwise be made to a Participant:
 - i. ☐ Yes - Pension contributions only
 - ii. ☐ No
 - iii. ☐ Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

- a. ☐ In addition to any other Pension Contributions, an amount necessary to meet the Employer's requirements under an applicable prevailing wage statute. The formula for allocating prevailing wage contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.
- b. The prevailing wage contributions offset:
 - i. ☐ None
 - ii. ☐ The prevailing wage contributions will offset any other Pension Contribution allocations that would otherwise be made to a Participant.
 - iii. ☐ Other: _____

NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered as contributions under prevailing wage are typically required to be made not less often than quarterly.

NOTE: The offset provided under C.11b.iii must be objectively determinable and may not be specified in a manner that is subject to Employer discretion

NOTE: C.11b is only applicable if C.11a is selected.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. ☐ No
- b. ☒ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. ☐ Yes - Only active Participants may make a Rollover Contribution
- d. ☐ Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of Rollover Contributions accepted by the Plan and must use that discretion in a consistent manner.

13. Deemed IRAs

- ☐ The Plan may accept voluntary contributions to deemed IRAs (Section 4.08) effective: _____

NOTE: If C.13 is selected, see Section 4.08 for rules regarding deemed IRAs.

14. Death or Disability During Qualified Military Service

- ☐ For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02) effective: _____

NOTE: Effective date must be on or after January 1, 2007.

15. 415 Additional Language

☒ Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: The benefit in this Plan will be limited with regards to "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts".

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

a. ☐ 100%

b. ☐ _____ year cliff

c. ☒ Other:

i. Other Pension Schedule -

less than 1 year: 0%

ii. Other Pension Schedule -

1 years but less than 2 years: 20%

iii. Other Pension Schedule -

2 years but less than 3 years: 40%

iv. Other Pension Schedule -

3 years but less than 4 years: 60%

v. Other Pension Schedule -

4 years but less than 5 years: 80%

vi. Other Pension Schedule -

5 years but less than 6 years: 100%

vii. Other Pension Schedule -

6 years but less than 7 years: 100%

viii. Other Pension Schedule -

7 years but less than 8 years: 100%

ix. Other Pension Schedule -

8 years but less than 9 years: 100%

x. Other Pension Schedule -

9 years but less than 10 years: 100%

xi. Other Pension Schedule -

10 years but less than 11 years: 100%

xii. Other Pension Schedule -

11 years but less than 12 years: 100%

xiii. Other Pension Schedule -

12 years but less than 13 years: 100%

xiv. Other Pension Schedule -

13 years but less than 14 years: 100%

xv. Other Pension Schedule -

14 years but less than 15 years: 100%

xvi. Other Pension Schedule -

15 years but less than 16 years: 100%

xvii. Other Pension Schedule -

16 years but less than 17 years: 100%

xviii. Other Pension Schedule -

17 years but less than 18 years: 100%

xix. Other Pension Schedule -

18 years but less than 19 years: 100%

xx. Other Pension Schedule -

19 years but less than 20 years: 100%

xxi. Other Pension Schedule -

20 years: 100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

☐ The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

Vesting Service Rules

NOTE: If D.1a is selected and D.3a is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. ☐ Calendar year
- b. ☒ Plan Year
- c. ☐ The 12-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent 12-consecutive month period shall commence on the anniversary of such date
- d. ☐ Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

- ☐ Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions

- a. ☒ Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02).
- b. ☒ Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02).
- c. ☒ Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.02).

6. Vesting Exclusions

- a. ☐ Exclude Years of Vesting Service earned before age 18.
- b. ☐ Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
 - i. ☐ as soon as administratively feasible
 - ii. ☒ other timeframe: Upon a Break-in-Service defined as working less than 500 hours during the Plan Year
- b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
 - i. ☒ as soon as administratively feasible
 - ii. ☐ other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to discretion.

8. Forfeitures and Re-employment

- a. ☐ forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
 - i. ☐ only if the period of severance was less than or equal to the following period _____
 - ii. ☐ only to the extent the vested account balance was not distributed
 - iii. ☐ only to the extent the vested distributed account balance is restored to the Plan
- b. ☒ forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

- a. ☒ Any permissible method (restore forfeitures, reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
- b. ☐ Other: _____

NOTE: D.9b is limited to one or a combination of the options described in D.9a, D.9b may be used to further restrict the uses of forfeiture and must be applied in a consistent manner.

10. Special Vesting Provisions

- ☒ Provide for special vesting provisions: For Benefits earned after rehire, past Credited Years of Service for Vesting Purposes shall be disregarded upon incurring a Break in Service. A Break of Service is defined as a Plan Year in which a Participant incurs a Break-in-Service which is working less than 500 hours during the Plan Year.

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. ☒ Attainment of age 62
- b. ☐ Later of attainment of age _____ and the _____ anniversary of Plan participation.
- c. ☐ Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. ☐ None. The Plan does not have an early retirement feature.
- a. ☐ Attainment of age _____
- b. ☒ Later of attainment of age 55 and 5 service.
- c. ☐ Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
- b. ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. ☐ Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. ☐ Other: _____

NOTE: Any entry in E.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. ☒ Cash only
- b. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- c. ☐ Other: _____

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
- ☒ Lump sum only
 - ☐ Other: _____
- b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
- ☐ Lump sum only
 - ☒ Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect
 - ☐ Other: _____

NOTE: Any entry in E.5a.ii and/or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

- ☒ Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- ☐ Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- ☐ Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- ☒ Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- ☐ Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- ☐ Other: _____

NOTE: Any entry in E.7e must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- Death benefits when there is no designated beneficiary:
 - ☐ Standard according to Section 7.04(c)
 - ☒ Other: All assets will be awarded to the Participant's spouse or, if there is no spouse, to the Participant's estate.
- ☒ Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: Divorce
- Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable:
 - ☒ No
 - ☐ Yes - limited to the following terms and conditions: _____
 - ☐ Yes

SECTION E. DISTRIBUTIONS

- d. ☐ The term "Domestic Partner" as defined in Article 2 is modified in the following manner: _____

NOTE: If E.8a.ii (Other) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to E.8a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If E.8c.i is selected, E.8d does not apply.

NOTE: If E.8d is selected, the modifications must be definitely determinable.

NOTE: Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

NOTE: If revocation is selected (E.8b) you may use this item to indicate automatic revocation upon divorce.

9. Cash Out

- a. ☒ Involuntary cash-out amount for purposes of Section 7.03: \$5000
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in E.9a is deferred under Section 7.03(b) until:
- ☐ Later of age 62 or Normal Retirement Age - payment made in a lump sum only.
 - ☒ Required Beginning Date - Participant may elect payment in a lump sum or installments.
 - ☐ Required Beginning Date - payment made in a lump sum only.
- c. ☒ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Section 7.03).

NOTE: E.9a has a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

NOTE: If E.9a is not selected, E.9c does not apply.

NOTE: If E.9a is less than \$1,000, E.9c may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70-1/2, or (b) retires
- b. ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. ☐ Election. The option provided in E.9a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

In-Service Withdrawals

1. Retirement

- a. ☒ Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: All accounts

Other Withdrawals**2. At Any Time (Section 8.03(b))**

In-service withdrawals are allowed from the following Accounts at any time:

- a. ☐ Voluntary Contribution Account
- b. ☒ Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

☐ Allow distributions upon Disability.

4. Other Conditions/Limitations

☒ The following limitations, conditions and/or special rules apply to in-service withdrawals: Allow in-service withdrawals at age 59-1/2

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (H.1 through H.3).

5. Loans

Loans are permitted:

- ☒ Yes
- ☐ No

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. ☐ Plan may invest in life insurance (Section 9.06)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i. ☒ All Accounts
- ii. ☐ Some Accounts
- iii. ☐ None

- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:

- i. ☐ Mandatory Employee Contribution Account
- ii. ☐ Mandatory After-tax Employee Contribution Account
- iii. ☐ Pension Contribution Account
- iv. ☐ Voluntary Contribution Account
- v. ☐ Rollover Contribution Account
- vi. ☐ Transfer Account
- vii. ☐ Other: _____

- c. ☐ Participants may also establish individual brokerage accounts.

- d. ☐ Participants may exercise voting rights with respect to investments (Section 9.05).

NOTE: If G.2a.iii (None) is selected, G.2b through G.2d do not apply.

NOTE: G.2b only applies if G.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

- a. ☐ Last day of Plan Year
- b. ☐ Last day of each Plan quarter

- c. ☐ Last day of each month
- d. ☒ Each business day
- e. ☐ Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 11.01):
 - i. ☐ Plan Sponsor
 - ii. ☒ Committee appointed by Plan Sponsor
 - iii. ☐ Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 11.01(c) and 11.02(c)):
 - i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. ☐ Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. ☐ None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. ☒ Standard according to Section 11.06
 - iii. ☐ Provided pursuant to an outside agreement
- d. ☐ The following modifications shall be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
 - i. ☒ Yes
 - ii. ☐ No
 - iii. ☐ Yes, but only for the following assets/Accounts: _____; other assets/Accounts will use an outside Trust or an arrangement described in Code section 401(f).
 - iv. ☐ Not Applicable - Assets are held solely by an arrangement described in Code section 401(f).
- b. Trustee Type
 - i. ☒ Corporate. Trustee name and address: Charles Schwab Bank, Attn: Vice President, Trust Administration 211 Main Street, 14th Floor San Francisco, CA 94105
 - ii. ☐ Individual. Trustee name(s): _____
- c. Type of Trustee Indemnification:
 - i. ☒ Standard according to Section 10.07(b)
 - ii. ☐ None
- d. ☒ The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).

NOTE: Section 10.09 of the Basic Plan Document shall apply to the extent assets are held in an outside trust agreement.

NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.

NOTE: If G.5a.iv is selected, G.5b - d shall not apply.

NOTE: If a separate trust agreement is to be used (G.5a.ii or G.5a.iii is selected), the items in G.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.

NOTE: If G.5a.i or G.5a.iii (use Trust Agreement in Basic Plan Document) is selected and G.5c.ii (no indemnification) is selected, indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

NOTE: If G.5c.ii (no indemnification) Section 10.07(b) shall not apply and indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

6. Trust Administrative Modifications

- a. ☐ The following modifications are made to the permitted investments under the Trust Fund: _____
- b. ☐ The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: _____
- c. ☐ The following modifications are made to other administrative provisions of the Trust Fund: _____

NOTE: G.6 only applies if G.5a.i or G.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).

NOTE: The addition of language in G.6 cannot conflict with other provisions of the Plan and cannot cause the Plan to fail to qualify under Code section 401(a). Under no circumstances can a modification consist of: 1) removal or change to the prudent man rule, 2) addition of arbitration for Participant disputes, 3) addition of securities lending program, and 4) modification of the duties of the special trustee in Section 10.02(b) to determine and collect contributions under the Plan.

Qualified Domestic Relations Orders

7. ☒ Section 13.02 shall apply.

SECTION H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan shall consist of this Adoption Agreement #004, its related Basic Plan Document #P-03 and any related Appendix and Addendum to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner, CCH Incorporated, DBA ftwilliam.com may be contacted at 1245 E. Washington Ave., Ste. 101 Madison, WI 53703; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2020.

SAN DIEGO CONVENTION CENTER CORPORATION:

Signature: _____

Print Name: _____

Title/Position: _____

TRUSTEE:

Charles Schwab Bank

Its: _____

CUSTOM LANGUAGE ADDENDUM

The employer contribution is funded to all Full-Time employees each pay period. Part-Time employees must first complete 1000 hours during the calendar year and then the employer contribution is funded each pay period with a retroactive payment for the year while a participant.

ADDENDA EXECUTION PAGE

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this ____ day of _____, 2020.

SAN DIEGO CONVENTION CENTER CORPORATION:

Signature: _____

Print Name: _____

Title/Position: _____

**PLEASE NOTE THAT THERE ARE AT LEAST
TWO SIGNATURE PAGES ON THIS DOCUMENT**

THE SECOND SIGNATURE PAGE IS GENERATED BECAUSE THE PLAN DOCUMENT INCLUDES AT LEAST ONE OF THE FOLLOWING:

- CUSTOM LANGUAGE ADDENDUM
- CUSTOM EFFECTIVE DATE ADDENDUM
- AGE WEIGHTED ADDENDUM
- QUALIFIED LONGEVITY ANNUITY CONTRACT ADDENDUM
- DAVIS-BACON FORMULA ADDENDUM

THE SECOND SIGNATURE PAGE IS NOT GENERATED WHEN THE PLAN ONLY HAS NON-SIGNATURE ADDENDUMS (e.g., QNEC FORFEITURE AMENDMENT).

EXHIBIT B

San Diego Convention Center Corporation 403(b) Plan

(Restated Plan Adoption Agreement)

DRAFT



SAN DIEGO CONVENTION CENTER CORPORATION 403(B) PLAN

Prepared by:
Randall & Hurley, Inc.

WASHINGTON OFFICE
1328 N Whitman Lane
Liberty Lake, WA 99019

MONTANA OFFICE
828 Great Northern Blvd
Helena, MT 59601

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SAN DIEGO CONVENTION CENTER CORPORATION 403(B) PLAN

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ADOPTION AGREEMENT #001
NON-ERISA 403(b) PLAN
Without Retirement Income Account
Alternative One - Governmental Employers

NOTE: This plan document is intended for use by a 403(b) plan that is not subject to ERISA. 501(c)(3) organizations that do not intend to meet the Department of Labor ERISA Safe Harbor Exemption under 29 C.F.R. section 2510.3-2(f) may not use this document.

The undersigned Adopting Employer hereby adopts this Plan. The Plan is intended to be tax-favored under Code sections 403(b) and 501(a), respectively. The Plan will consist of this Adoption Agreement, its related Basic Plan Document and any related appendix or addendum to the Adoption Agreement. Unless otherwise indicated, all section references are to sections in the Basic Plan Document.

ADOPTING EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-13 below.

1. Name of adopting employer (Plan Sponsor): San Diego Convention Center Corporation
2. Address: 111 W. Harbor Drive
3. City: San Diego
4. State: California
5. Zip: 92101
6. Phone number: 619-525-5301
7. Fax number: _____
8. Plan Sponsor EIN: 33-0107636
9. Plan Sponsor fiscal year end: 06/30
10. Entity Type
 - a. Plan Sponsor entity type:
 1. ☐ Public education organization (Code section 170(b)(1)(A)(ii))
 2. ☐ Tax-Exempt Organization under Code section 501(c)(3)
 3. ☐ Indian tribal government public school (Code section 7871(a)(6)(B))
 4. ☐ Church or Qualified Church-Controlled Organization
 5. ☒ Other: Dual Status 501(c)(3)/Governmental Organization
 - b. If entity type is "Other", how does the Plan Sponsor qualify to establish and maintain a 403(b) plan:
 1. ☐ Public education organization (Code section 170(b)(1)(A)(ii))
 2. ☐ Tax-Exempt Organization under Code section 501(c)(3)
 3. ☐ Indian tribal government public school (Code section 7871(a)(6)(B))
 4. ☐ Church or Qualified Church-Controlled Organization
 5. ☒ State or local Governmental Organization that is also a 501(c)(3) organization

NOTE: If the Plan Sponsor entity type is "Tax-Exempt Organization under Code section 501(c)(3)" the Plan Sponsor is indicating that they intend to meet the Department of Labor ERISA Safe Harbor Exemption under 29 C.F.R. section 2510.3-2(f). This includes limiting contributions to Employee contributions and limited involvement on the part of the Plan Sponsor including the prohibition on making discretionary determinations.

11. State of organization of Plan Sponsor: California

12. Affiliated Service Groups

☐ The Plan Sponsor is a member of an affiliated service group. List all members of the group (other than the Plan Sponsor): _____

NOTE: Affiliated service group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.

NOTE: Listing affiliated service group members is for information purposes only and is optional.

13. Controlled Groups

☐ The Plan Sponsor is a member of a controlled group. List all members of the group (other than the Plan Sponsor): _____

NOTE: Controlled group members must have the approval of the Plan Sponsor to adopt and participate in the Plan.

NOTE: Listing controlled group members is for information purposes only and is optional.

PLAN INFORMATION

A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 003

2. Plan name:

a. San Diego Convention Center Corporation 403(b) Plan

b. _____

3. **Effective Date**

a. Original effective date of Plan: 10/01/2008

b. ☒ This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 07/31/2020

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the Plan will be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement will be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, such stated specific effective date will apply to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

NOTE: The effective date of this restatement cannot be earlier than January 1, 2009.

4. **Plan Year**

a. Plan Year means each 12-consecutive month period ending on 12/31 (e.g. December 31)

b. ☐ The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. **Limitation Year means:**

a. ☒ Plan Year

b. ☐ calendar year

c. ☐ other (e.g., Employer's Fiscal Year): _____

A. GENERAL INFORMATION

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period. This includes a year with an annual period varying from 52 to 53 weeks, as long as the year satisfies the requirements of Code section 441(f).

6. Frozen Plan

☐ The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee will become a Participant, no Participant will be eligible to further participate in the Plan, and no contributions will accrue as of and after the date specified.

Plan Features

7. Elective Deferrals

a. Elective Deferrals are permitted.

i. ☒ Yes

ii. ☐ Formerly Allowed

iii. ☐ No

b. Roth Elective Deferrals are permitted.

i. ☒ Yes

ii. ☐ Formerly Allowed

iii. ☐ No

NOTE: If "No" is selected in A.7a, questions regarding Elective Deferrals are disregarded.

8. Voluntary After-Tax Contributions

Voluntary After-Tax Contributions are permitted.

a. ☐ Yes

b. ☐ Formerly Allowed

c. ☒ No

NOTE: If "No", questions regarding Voluntary After-Tax Contributions are disregarded.

9. Mandatory Contributions

a. Mandatory After-Tax Contributions are permitted.

i. ☐ Yes

ii. ☐ Formerly Allowed

iii. ☒ No

b. Mandatory Pre-Tax Contributions are permitted.

i. ☐ Yes

ii. ☐ Formerly Allowed

iii. ☒ No

NOTE: If "No", questions regarding Mandatory Contributions are disregarded.

10. Matching Contributions

Matching Contributions are permitted.

a. ☐ Yes

b. ☐ Formerly Allowed

c. ☒ No

NOTE: If "No", questions regarding Matching Contributions are disregarded.

11. Non-Elective Contributions

Non-Elective Contributions are permitted.

A. GENERAL INFORMATION

- a. ☐ Yes
- b. ☐ Formerly Allowed
- c. ☒ No

NOTE: If "No", questions regarding Non-Elective Contributions are disregarded.

12. Plan Features Effective Dates

- a. ☐ There is a special effective date for one or more features specified in A.7 through A.11. The special effective date(s) that occur after the Effective Date specified in A.3 is/are: _____
- b. ☐ A previous Plan amendment eliminated one or more of the features specified in A.7 through A.11. Specify any provisions that apply to the eliminated Plan features: _____

NOTE: If A.12a is selected, indicate the feature (Elective Deferrals, Matching Contributions, etc.) and the effective date of the feature. The effective date must be after the Effective Date specified in A.3.

NOTE: Elective Deferrals will be effective as of the later of the date specified in A.12a or the execution of an amendment/restatement that first provides for Elective Deferrals.

Compensation

13. Compensation

- a. Compensation for purposes of allocations is defined as:
 - i. ☒ W-2
 - ii. ☐ Withholding Compensation
 - iii. ☐ Section 415 Safe Harbor
- b. Compensation is determined over the period specified below ending with or within the Plan Year:
 - i. ☒ Plan Year
 - ii. ☐ calendar year
 - iii. ☐ Limitation Year
 - iv. ☐ Other twelve-month period beginning on: _____ (enter month and day)

NOTE: If "Plan Year" is not selected in A.14b, for new/rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

14. Compensation Inclusions

- a. **Elective Deferrals**
 - ☒ Elective Deferrals are included in Compensation for the following purposes:
 - i. ☒ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
 - ii. ☐ Matching Contributions
 - iii. ☐ Non-Elective Contributions
- b. **Deemed Code section 125 Compensation**
 - ☐ Deemed Code section 125 Compensation is included in Compensation for the following purposes:
 - i. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
 - ii. ☐ Matching Contributions
 - iii. ☐ Non-Elective Contributions
- c. **Post Severance Compensation**
 - ☒ Post Severance Compensation is included in Compensation for the following purposes:
 - i. ☒ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
 - ii. ☐ Matching Contributions
 - iii. ☐ Non-Elective Contributions

d. Post Year-End Compensation

☐ Post Year-End Compensation is included in Compensation for the following purposes:

- i. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- ii. ☐ Matching Contributions
- iii. ☐ Non-Elective Contributions

NOTE: If "Yes" is selected, amounts earned during a Plan Year and paid during the first few weeks of the following Plan Year will be included in Compensation for the prior Plan Year.

e. Other Pay

☐ Other pay is included in Compensation for the following purposes (not otherwise included in A.14)(e.g., fringe benefits for all Participants):

- i. ☐ Describe other pay included in the definition of Compensation for Elective Deferrals, Voluntary Contributions, and Mandatory Contributions.
- ii. ☐ Describe other pay included in the definition of Compensation for Matching Contributions.
- iii. ☐ Describe other pay included in the definition of Compensation for Non-Elective Contributions.

NOTE: If other pay (A.14e) is selected, A.14e should indicate for which class of Participants the Compensation is included, must be objectively determinable, and may not be specified in a manner that is subject to Adopting Employer discretion.

Compensation Exclusions

15. Pay Before Participation

☐ Compensation earned before participation in the Plan is excluded from Compensation for the following purposes:

- a. ☐ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- b. ☐ Matching Contributions
- c. ☐ Non-Elective Contributions

NOTE: If selected, Compensation will include only those amounts that are actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation will include those amounts that are actually paid to the Participant during the period specified in A.13b.

16. 414(s) Safe Harbor Alternative Definition

☒ Certain fringe benefits are excluded from Compensation for the following purposes:

- a. ☒ Elective Deferrals, Voluntary Contributions, and Mandatory Contributions
- b. ☐ Matching Contributions
- c. ☐ Non-Elective Contributions

NOTE: If selected, Compensation will exclude all of the following items (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3)).

17. Other Pay

a. Other pay excluded from Compensation for the following purposes (e.g., bonuses, commissions):

- i. ☐ Describe other pay excluded from the definition of Compensation for Elective Deferrals, Voluntary Contributions, and Mandatory Contributions.

A. GENERAL INFORMATION

- ii. ☐ Describe other pay excluded from the definition of Compensation for Matching Contributions.
- iii. ☐ Describe other pay excluded from the definition of Compensation for Non-Elective Contributions.

b. Other pay is excluded from Compensation for the following Participants:

- i. ☐ Highly Compensated Employees only
- ii. ☐ All Participants
- iii. ☐ Other (e.g., owners) _____

NOTE: If All Participants (A.17b.ii) is selected, the definition of Compensation will not be a safe harbor definition within the meaning of Treas. Reg. 1.414(s)-1(c).

NOTE: The pay specified above (A.17a) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

18. Disability

Definition of Disability

- a. ☒ Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or that has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.
- b. ☐ Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. ☐ Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment will be supported by medical evidence.
- d. ☐ Pursuant to other Adopting Employer Disability Plan. The Participant is eligible to receive benefits under a disability plan sponsored by the Adopting Employer.
- e. ☐ Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written nondiscriminatory policy.
- f. ☐ Other: _____

NOTE: If A.18f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

19. Choice of Law

Name of state or commonwealth for choice of law (Section 13.06): California

B. ELIGIBILITY

Exclusions - Elective Deferrals

1. For purposes of Elective Deferrals, the term "Eligible Employee" will not include (select all that apply):
- a. ☐ Employees whose maximum Elective Deferrals would not exceed \$200.
- b. ☐ Employees who are eligible to participate in an eligible governmental plan under section 457(b) that permits contributions or deferrals at the election of the employee.
- c. ☐ Employees who are eligible to participate in a plan of the Employer offering a qualified cash or deferred election under Code section 401(k) or a contract described in Code section 403(b).

- d. ☐ Employees who are non-resident aliens described in Code section 410(b)(3)(C).
- e. ☐ Employees who are students performing services described in Code section 3121(b)(10).
- f. ☐ Employees who normally work fewer than 20 hours per week.

NOTE: An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 hours of service (as defined under section 410(a)(3)(C) of the Code) in such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 hours of service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more hours of service in the 12-month period beginning on the date the Employee's employment commenced or in a Plan Year ending after the close of that 12-month period shall then be eligible to participate in the Plan. Once an Employee becomes eligible to have Elective Deferrals made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Elective Deferrals made on his or her behalf in any later year under this standard.

NOTE: If the Plan elects to exclude either Employees who are students performing services or Employees who normally work fewer than 20 hours per week and fail to exclude an Employee who falls into one of those excluded classes as of the date the Employee was incorrectly allowed to participate in the plan all other Employees who fall into the same excluded class must be permitted to participate in the Plan.

Exclusions - Other Contributions

For purposes of the contributions specified below, the term "Eligible Employee" will not include:

2. Union Employees

- ☐ An Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan will be excluded from the Plan for the following purposes:
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions

3. Leased Employees

- ☐ A Leased Employee will be excluded from the Plan for the following purposes:
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions

4. Non-Resident Aliens

- ☐ An Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) that constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)) will be excluded from the Plan for the following purposes:
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions

B. ELIGIBILITY

- e. ☐ Non-Elective Contributions

5. Other Employees

☐ Other Employees, as defined below, will be excluded from the Plan for the following purposes (e.g., Employees paid on a salary basis):

- a. ☐ Voluntary Contributions

- b. ☐ Mandatory After-Tax Contributions

- c. ☐ Mandatory Pre-Tax Contributions

- d. ☐ Matching Contributions

- e. ☐ Non-Elective Contributions

NOTE: If selected, the definition of "other Employee" provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Rules - Elective Deferrals

6. The frequency of entry dates for Elective Deferrals will be:

- a. ☒ immediate
- b. ☐ first day of each calendar month
- c. ☐ other: _____

NOTE: Under the universal availability rules an Eligible Employee must enter the Plan as soon as administratively feasible following their hire date (no more than 60 days following date of hire).

Eligibility - Other Contributions

Except as otherwise provided in B.10, an Eligible Employee will be eligible to make contributions other than Elective Deferrals (if permitted pursuant to A.8-A.11) at the time specified in B.9 upon meeting the requirements of B.7 and B.8.

7. Age Requirement

Minimum age requirement for Contributions other than Elective Deferrals: (leave blank or enter "0" if none)

- _____ Voluntary Contributions
_____ Mandatory After-Tax Contributions
_____ Mandatory Pre-Tax Contributions
_____ Matching Contributions
_____ Non-Elective Contributions

8. Minimum service requirement

a. Minimum service requirement:

- i. None
- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

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- ii. Completion of one Year of Eligibility Service
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions
- iii. Completion of two Years of Eligibility Service
 - a. ☐ Matching Contributions
 - b. ☐ Non-Elective Contributions
- iv. Completion of _____ Hours of Service within a twelve-month period
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions
- v. Completion of _____ months of service
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions
- vii. Completion of _____ Hours of Service in a _____ month period
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions
- ix. Completion of _____ consecutive months of continuous service
 - a. ☐ Voluntary Contributions
 - b. ☐ Mandatory After-Tax Contributions
 - c. ☐ Mandatory Pre-Tax Contributions
 - d. ☐ Matching Contributions
 - e. ☐ Non-Elective Contributions
- xi. Other (e.g., 160 hours in each of three consecutive months):
 - a. ☐ Voluntary Contributions
 - b. _____
☐ Mandatory After-Tax Contributions
 - c. _____
☐ Mandatory Pre-Tax Contributions
 - d. _____
☐ Matching Contributions
 - e. _____
☐ Non-Elective Contributions

NOTE: Service taken into account for purposes of B.8 will be determined under the terms and conditions specified

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for determining a Year of Eligibility Service.

NOTE: If one or two Year of Eligibility Service (B.8a.ii or B.8a.iii) is selected, and no hours are specified, the Plan will use 1,000 Hours of Service.

NOTE: If selected, the definition of "other" provided must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- b. Enter the number of Hours of Service necessary for Year of Eligibility Service for purposes of Contributions other than Elective Deferrals: _____

9. Entry Dates

- a. Frequency of entry dates for Contributions other than Elective Deferrals:

i. immediate

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

ii. first day of each calendar month

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

iii. first day of each Plan quarter

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

iv. first day of the first month and seventh month of the Plan Year

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

v. first day of the Plan Year

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

vi. other: (e.g., first day of each pay period)

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions

B. ELIGIBILITY

d. ☐ Matching Contributions

e. ☐ Non-Elective Contributions

NOTE: The entry date specified above (B.9a.vi) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

b. Timing of Entry Dates

If B.9a.i and B.9a.vi (immediate entry/dates specified) are not selected, an Eligible Employee will become a Participant eligible to receive an allocation of Contributions other than Elective Deferrals on the entry date selected in B.9a that is _____ the date the requirements of B.7 through B.9 are met.

i. coincident with or next following

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

ii. next following

- a. ☐ Voluntary Contributions
- b. ☐ Mandatory After-Tax Contributions
- c. ☐ Mandatory Pre-Tax Contributions
- d. ☐ Matching Contributions
- e. ☐ Non-Elective Contributions

iii. coincident with or immediately preceding

- a. ☐ Matching Contributions
- b. ☐ Non-Elective Contributions

iv. immediately preceding

- a. ☐ Matching Contributions
- b. ☐ Non-Elective Contributions

v. nearest to

- a. ☐ Matching Contributions
- b. ☐ Non-Elective Contributions

10. Additional requirements, limitations, conditions, or other modifications to B.7 - B.9 (e.g., Participants part of a collectively bargained for agreement will be immediately eligible for Elective Deferrals and will enter the Plan for that purpose on their date of hire.):

☐ Voluntary Contributions

Other: _____

☐ Mandatory After-Tax Contributions

Other: _____

☐ Mandatory Pre-Tax Contributions

Other: _____

☐ Matching Contributions

Other: _____

☐ Non-Elective Contributions

Other: _____

NOTE: The additional requirements, limitations, conditions, or other modifications specified above (B.10) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Computation Rules

11. Other Employer Service

- ☐ Count years of service with employers other than the Adopting Employer for eligibility purposes. List other employers and indicate for what purposes (e.g., Non-Elective, Matching, etc.) the service applies along with any limitations (e.g., service with ABC Inc. will be included for determining eligibility for Matching Contributions): _____

NOTE: The other employer service specified above (B.11) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

12. Break in Service

- a. ☐ Rule of parity. Exclude eligibility service before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance if an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions.
- b. ☐ One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude eligibility service before such period until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.
- c. ☐ The following modifications will be made to the requirements specified in B.12a-b: _____

NOTE: B.12 applies for purposes of eligibility to receive Matching Contributions and Non-Elective Contributions only.

NOTE: B.12c could be used, for example, to require less than 500 hours of service (but not more than 500 hours) for a One-Year Break in Service under B.12a and/or B.12b, or to specify that the break in service rule(s) only apply to certain contributions.

13. Special Participation Date

- a. ☐ Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ will become eligible to participate in the Plan as of _____
- b. ☐ The Plan provides conditions or limitations on immediate participation (e.g., Employees employed under a union contract are not subject to special participation date): _____

NOTE: If B.13b applies (B.13a is selected) and is selected, describe the conditions or limitations and indicate for what purposes (e.g., Elective Deferrals, Matching, etc.) the conditions or limitations apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Eligibility Service Method

14. Eligibility Service Method

- a. Eligibility service computation method.
- i. ☐ Hours of Service
- ☐ Eligibility Computation Period will switch to Plan Year
- ☐ Eligibility Computation Period will remain based on anniversary of date of hire
- ii. ☐ Elapsed Time
- NOTE:** B.14.a.ii can only be chosen if B.8.a.ii, B.8.a.iv, B.8.a.vi, or B.8.a.vii (without an hours requirement specified) is chosen.
- b. Select hours equivalency for eligibility purposes:

B. ELIGIBILITY

- i. ☐ None

An Employee will be credited with the following service with the Employer:

- ii. ☐ 10 Hours of Service for each day or partial day
iii. ☐ 45 Hours of Service for each week or partial week
iv. ☐ 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
v. ☐ 190 Hours of Service for each month or partial month

- c. The hours equivalency will apply to:

- i. ☐ All Employees
ii. ☐ Only Employees not paid on a per-hour basis

- d. ☐ The following modifications will be made to the requirements specified in B.14a-c: _____

NOTE: B.14c will not apply if B.14b.i is selected ("None").

NOTE: The responses to B.14 are used only to the extent that the Plan determines eligibility service by the Hour of Service method and will apply uniformly to B.8 wherever Hours of Service is elected unless otherwise provided in B.14d.

NOTE: If B.14d is selected, the modifications must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

C. CONTRIBUTIONS - ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

Elective Deferrals

NOTE: If A.7 is "Yes" (Elective Deferrals are permitted), an Eligible Employee will be eligible to make Elective Deferrals to the Plan in the following manner:

1. Maximum Deferral Amounts

Maximum Elective Deferral contribution: 100% of Compensation

2. Modifications of Elective Deferrals

- a. Participants may modify/start/stop Elective Deferrals/Voluntary Contribution elections:

- i. ☒ Each pay period
ii. ☐ Monthly
iii. ☐ Quarterly
iv. ☐ Semi Annually
v. ☐ Annually
vi. ☐ Pursuant to Plan Administrator procedures (at least once each calendar year)

- b. ☒ Participants may stop an election to contribute at any time.

3. Catch-up Contributions

- a. ☒ Participants may make Age 50 Catch-up Contributions (Section 5.01(c)).
b. ☐ Participants with fifteen years of service may make Special Long Service Catch-up Contributions (Section 5.01(b)).

Automatic Enrollment

4. The Plan provides for traditional automatic enrollment

- a. ☐ Yes, traditional automatic contribution arrangement ("ACA")

C. CONTRIBUTIONS - ELECTIVE DEFERRALS, VOLUNTARY CONTRIBUTIONS, MANDATORY CONTRIBUTIONS

- b. ☒ No

5. Automatic Enrollment - ACA

- a. The initial amount of the automatic enrollment (as a percentage of Compensation): _____%
- b. ☐ The amount specified in C.5a will increase in the following manner (include amount and timing of increase):
- c. ☐ Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Elective Deferrals (and after effective date of the addition of an automatic enrollment feature for current Participants).

NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.5a) and "increase by 1% on the first day of the Plan Year in the second through sixth year to a maximum of 8%" in the second blank (C.5b).

6. Automatic Enrollment - Covered Employees

- a. Indicate who will be a covered employee eligible to make automatic contributions:
- i. ☐ Eligible Employees who have not made an Elective Deferral election
 - ii. ☐ All Eligible Employees to the extent that no election was made or their Elective Deferral elections are less than the automatic enrollment amount
 - iii. ☐ Other (e.g., Employees employed after 1/1/2016 who have not made an Elective Deferral election):
- b. If the Plan provides for automatic enrollment and Roth Elective Deferrals are allowed to the Plan, select whether automatic contributions will be pre- or after-tax:
- i. ☐ Pre-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Pre-Tax Elective Deferrals.
 - ii. ☐ After-Tax. All Elective Deferrals made under Section 4.01(g) will be designated as Roth Elective Deferrals.

NOTE: C.6b only applies if A.7b is "Yes" (Roth contributions are allowed to the Plan).

Voluntary Contributions

NOTE: If A.8 is "Yes", an Eligible Employee who has met the requirements specified for Voluntary Contributions will be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

7. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____%
- c. Maximum of total combined Elective Deferral/Voluntary Contribution: _____%
- d. Other limitations: _____

NOTE: C.7b and C.7c may not be more than 100% of Compensation.

NOTE: If C.7d is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Mandatory Contributions

NOTE: If A.9 is "Yes" (Mandatory Contributions are permitted), an Eligible Employee who has met the requirements specified for Mandatory Contributions will be eligible to make Mandatory Contributions to the Plan as follows (Section 4.01):

8. Mandatory Contribution Amount

- a. Mandatory After-Tax Contributions will be required in the following amount with the following limitations: _____
- b. Mandatory Pre-Tax Contributions will be required in the following amount with the following limitations: _____

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

Matching - Allocation Service

NOTE: If A.10 is "Yes", an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Matching Contributions during the applicable Plan Year.

1. Allocation Service Requirements for Matching Contributions

- a. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year _____
- b. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year
- c. ☐ In order to share in the allocation of Matching Contributions, a Participant is required to be employed by the Adopting Employer on the last day of the Plan Year or complete at least _____ Hours of Service in the applicable Plan Year
- d. ☐ None

NOTE: D.1a and D.1b are inapplicable if D.1c is selected.

NOTE: D.1a and D.1c may not be more than 1,000.

2. Matching Allocation Service Computation Rules

- a. Computation method for Matching Allocation Service.

- i. ☐ Hours of Service
- ii. ☐ Elapsed Time

- b. Select hours equivalency:

- i. ☐ None

An Employee will be credited with the following service with the Employer:

- ii. ☐ 10 Hours of Service for each day or partial day
- iii. ☐ 45 Hours of Service for each week or partial week
- iv. ☐ 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
- v. ☐ 190 Hours of Service for each month or partial month

NOTE: D.2b is only applicable if D.2a.i is selected.

- c. The hours equivalency will apply to:

- i. ☐ All Employees
- ii. ☐ Only Employees not paid on a per-hour basis

NOTE: D.2c is only applicable if D.2a.i is selected.

NOTE: D.2 is only applicable if D.1a or D.1c is selected.

3. Exceptions to Allocation Service Requirements for Matching Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:

- i. ☐ death
- ii. ☐ Disability
- iii. ☐ attainment of Normal Retirement Age
- iv. ☐ Other: (e.g., attainment of Early Retirement Age) _____

- b. Any Hour of Service requirement and last day requirement will be modified as follows:

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

- i. ☐ Waive both the Hour of Service requirement and last day requirement
- ii. ☐ Waive the Hour of Service requirement only
- iii. ☐ Waive last day requirement only
- c. ☐ The following other modifications will be made to the requirements specified in D.1-3b: _____

NOTE: D.3 is only applicable if D.1a, D.1b, or D.1c is selected.

NOTE: D.3c may only be used to make minor changes to the requirements specified in D.1-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Matching - Formula

4. Matched Employee Contribution Inclusions

The Adopting Employer will match:

- a. ☐ Elective Deferrals
- b. ☐ Age 50 Catch-up Contributions
- c. ☐ Special Long Service Catch-up Contributions
- d. ☐ Roth Elective Deferrals
- e. ☐ Voluntary Contributions
- f. ☐ Mandatory After-Tax Contributions
- g. ☐ Mandatory Pre-Tax Contributions
- h. ☐ Other (e.g., Elective Deferrals made to Company 403(b) Plan #1): _____

NOTE: The other Matched Employee Contribution specified above (D.4h) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

5. Matching Contribution Formula

The Adopting Employer's Matching Contribution will be allocated to eligible Participants who have met the requirements of Section B and D.1 through D.3 as follows:

- a. ☐ A discretionary amount and percentage of Matched Employee Contributions
- b. ☐ Tiered Matching Formula. The Adopting Employer will contribute as a Matching Contribution an amount equal to:

Rate One

_____ % of the Participant's Matched Employee Contributions that are not in excess of
_____ % of the Participant's Compensation

- c. ☐ Years of service
 - i. The Matching contribution will be made according to the schedule below:
 - A. _____ Years of service _____ % of Matched Employee Contributions
 - ii. ☐ Only Matched Employee Contributions that are not in excess of _____ % of the Participant's Compensation will be matched.
 - iii. In determining years of service in this D.5c, the following service will be used:
 - A. ☐ Years of Eligibility Service
 - B. ☐ Years of Vesting Service
- NOTE:** The first tier of Matching Contributions in D.5c.i will be available no later than the period described in 410(a)(1).
- iv. Enter the number of Hours of Service necessary to earn a year of service described in D.5c.i: _____

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

d. ☐ Special schedule. Matching Contributions shall be made according to the following fixed schedule: _____

NOTE: The discretionary formula in D.5a must meet the nondiscrimination requirements regarding benefits, rights, or features described in Treas. Reg. section 1.401(a)(4)-4.

6. Additional Discretionary Matching Contributions

☐ Permit discretionary Matching Contributions to be made in addition to the contributions described in D.5b-d as a discretionary amount and percentage of Matched Employee Contributions

7. Additional Fixed Matching Contributions

☐ Permit additional fixed Matching Contributions to be made in addition to the contributions described in D.5b-d:

8. Maximum Allocations for Matching Contributions

Plan limits Matching Contributions to the following in each Plan Year:

- a. ☐ Maximum percentage of Compensation _____%
- b. ☐ Maximum dollar amount \$_____
- c. ☐ Other: _____
- d. ☐ No Maximum

NOTE: If D.8c is selected the requirements provided must be nondiscriminatory, objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

9. Allocation Times for Matching Contributions

a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):

- i. ☐ End of Plan Year
- ii. ☐ Semi-annually
- iii. ☐ Quarterly
- iv. ☐ Each calendar month
- v. ☐ Each pay period
- vi. ☐ At such times as may be determined by the Adopting Employer

b. Apply the dollar limit in D.8:

- i. ☐ On a Plan Year basis only
- ii. ☐ Pro rata as of each period specified in D.9a

NOTE: D.9 will not apply if the Matching Contribution formula is discretionary (D.5a is selected).

NOTE: Any service requirements specified in D.1 through D.3 will be applied pro rata to the period selected in this D.9. Any last day rule specified in D.1 through D.3 will be applied as of the end of each period selected in this D.9.

NOTE: Discretionary Matching Contributions (if selected in D.5) may be allocated at a time other than that selected in D.9.

NOTE: D.9b will only apply if a maximum dollar amount (D.8b or D.8c) is selected and end of Plan Year (D.9a.i) is not selected.

Non-Elective Contributions - Allocation Service

NOTE: If A.11 is "Yes" an Eligible Employee who has met the requirements of Section B and who has satisfied the following requirements will be eligible to receive an allocation of Non-Elective Contributions during the applicable Plan Year.

10. Allocation Service Requirements for Non-Elective Contributions

- a. ☐ In order to share in the allocation of Non-Elective Contributions, a Participant is required to complete the following Hours of Service in the applicable Plan Year _____
- b. ☐ In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

by the Adopting Employer on the last day of Plan Year

- c. ☐ In order to share in the allocation of Non-Elective Contributions, a Participant is required to be employed by the Adopting Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

- d. ☐ None

NOTE: D.10a and D.10b are inapplicable if D.10c is selected.

NOTE: D.10a and D.10c may not be more than 1,000.

11. Non-Elective Allocation Service Computation Rules

- a. Computation method for Non-Elective Allocation Service.

i. ☐ Hours of Service

ii. ☐ Elapsed Time

- b. Select hours equivalency:

i. ☐ None

An Employee will be credited with the following service with the Employer:

ii. ☐ 10 Hours of Service for each day or partial day

iii. ☐ 45 Hours of Service for each week or partial week

iv. ☐ 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period

v. ☐ 190 Hours of Service for each month or partial month

NOTE: D.11b is only applicable if D.11a.i is selected.

- c. The hours equivalency will apply to:

i. ☐ All Employees

ii. ☐ Only Employees not paid on a per-hour basis

NOTE: D.11c is only applicable if D.11a.i is selected.

NOTE: D.11 is only applicable if D.10a or D.10c is selected.

12. Exceptions to Allocation Service Requirements for Non-Elective Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who terminates employment with the Employer during the Plan Year due to:

i. ☐ death

ii. ☐ Disability

iii. ☐ attainment of Normal Retirement Age

iv. ☐ Other: (e.g., attainment of Early Retirement Age) _____

- b. Any Hour of Service requirement and last day requirement will be modified as follows:

i. ☐ Waive both the Hour of Service requirement and last day requirement

ii. ☐ Waive the Hour of Service requirement only

iii. ☐ Waive last day requirement only

- c. ☐ The following other modifications will be made to the requirements specified in D.10-12b: _____

NOTE: D.12 is only applicable if D.10a, D.10b, or D.10c is selected.

NOTE: D.12c may only be used to make minor changes to the requirements specified in D.10-12b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. For example, D.12c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

Non-Elective - Formula

13. Amount of Non-Elective Contributions

- a. ☐ Discretionary in an amount as determined by the Adopting Employer
- b. ☐ _____ % of total Participant Compensation for the Plan Year
- c. ☐ \$_____ for the Plan Year
- d. ☐ Other (e.g., 5% of Employer's profits): _____

NOTE: The Non-Elective Formula specified above (D.13d) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

14. Non-Elective Contribution allocation formula

The Adopting Employer's Non-Elective Contributions will be allocated to eligible Participants who have met the requirements of Section B and D.10 as follows (Section 4.03):

- a. ☐ Pro rata. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
- b. ☐ Integrated. See D.15.
- c. ☐ Other: _____

NOTE: The Non-Elective Contribution allocation formula specified above (D.14c) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

15. Non-Elective - Integration

Integration level for determining Excess Compensation:

- a. ☐ Taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- b. ☐ 20% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- c. ☐ 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; minus \$1.00
- d. ☐ 80% of the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year; plus \$1.00
- e. ☐ _____% (no more than 100%) of taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year
- f. ☐ Fixed dollar amount: \$ _____ (not more than the taxable wage base (as defined under Section 230 of the Social Security Act) in effect on the first day of such Plan Year)

NOTE: The amount of permitted disparity will be determined in accordance with the following table:

Integration Level	Permitted Disparity
More than \$0 but not more than 20% of the TWB	5.7%
More than 20% of the TWB but not greater than 80% of the TWB	4.3%
More than 80% of the TWB but less than 100% of the TWB	5.4%
100% of the TWB	5.7%

TWB = taxable wage base (as defined under Section 230 of the Social Security Act)

16. Allocation of Non-Elective Contributions

- a. Non-Elective Contributions are allocated to Participant Accounts at the following time(s):
 - i. ☐ End of Plan Year
 - ii. ☐ Semi-annually
 - iii. ☐ Quarterly

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

- iv. ☐ Each calendar month
- v. ☐ Each pay period
- b. Minimum and Maximum Non-Elective Contributions
 - i. ☐ Allocations of Non-Elective Contributions for a Participant will be subject to a minimum amount: ____
 - ii. ☐ Allocations of Non-Elective Contributions for a Participant will be subject to a maximum amount: ____
- c. Apply the dollar limit in D.16b:
 - i. ☐ On a Plan Year basis only
 - ii. ☐ Pro rata as of each period specified in D.16a

NOTE: Any service requirements specified in D.10 through D.12 will be applied pro rata to the period selected in this D.16a. Any last day rule specified in D.10 through D.12 will be applied as of the end of each period selected in this D.16a.

17. Non-Elective - Disability

- ☐ Allocate Non-Elective Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(e)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the ____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(e).

NOTE: D.17 will not be more than "tenth."

NOTE: Allocations under D.17 may occur after Termination.

18. Non-Elective - Former Participants

- a. ☐ Non-Elective Contributions will be allocated to former Participants until the last day of the ____ (no more than fifth) tax year following the tax year in which the date of Termination occurs.
- b. Age and Service Requirements. Former Participants must meet the following requirements to be eligible to receive Non-Elective Contributions.
 - i. ☐ Former Participants must be at least ____ years old.
 - ii. ☐ Former Participants must meet the following service requirement: ____.
 - iii. ☐ Former Participants must meet the following requirement: ____.
- c. ☐ The following modifications will apply to D.18b: ____.

19. Qualified Non-Elective Contributions ("QNEC")

The Adopting Employer's discretionary Qualified Non-Elective Contribution will be allocated in the following manner:

- a. ☒ Pro rata. In the ratio that such Participant's Compensation bears to the Compensation of all eligible Participants.
- b. ☐ Fixed Amount. In an amount equal to the total additional Qualified Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.

20. Rollovers

Rollover Contributions are permitted:

- a. ☐ No
- b. ☒ Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. ☐ Yes - Only active Participants may make a Rollover Contribution
- d. ☐ Yes - ____ may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of rollover contributions accepted by the Plan and must use that discretion in a consistent and nondiscriminatory manner.

21. Death or Disability During Qualified Military Service

- ☐ For benefit accrual purposes, a Participant that dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Adopting Employer on the day preceding death or

D. CONTRIBUTIONS - MATCHING, NON-ELECTIVE, AND OTHER CONTRIBUTIONS

Disability and terminated employment on the day of death or Disability.

22. 415 Additional Language

- ☐ Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

E. VESTING

Vesting Service Rules

1. Vesting service computation method

- a. ☒ Hours of Service. Number of Hours of Service necessary for a Year of Vesting Service: 1,000
b. ☐ Elapsed Time

NOTE: Unless E.1.b (Elapsed Time) is selected, the Plan will use the Hours of Service method for determining vesting service. If E.1.b is selected, questions E.2 through E.3 are disregarded.

NOTE: E.1a may not be more than 1,000. If left blank, the Plan will use 1,000 Hours of Service.

2. Vesting Service Equivalencies

- a. Select equivalency for vesting purposes:

- i. ☒ None.

An Employee will be credited with the following service with the Employer:

- ii. ☐ 10 Hours of Service for each day or partial day
iii. ☐ 45 Hours of Service for each week or partial week
iv. ☐ 95 Hours of Service for each semi-monthly payroll period or partial semi-monthly payroll period
v. ☐ 190 Hours of Service for each month or partial month

- b. The hours equivalency selected in E.2a will apply to:

- i. ☐ All Employees
ii. ☐ Only Employees not paid on a per-hour basis

NOTE: E.2b does not apply if E.2a.i is selected.

3. Vesting Computation Period

- a. ☐ Calendar year
b. ☒ Plan Year
c. ☐ The twelve-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent twelve-consecutive month period will commence on the anniversary of such date
d. ☐ Other (must be a 12 month period): _____.

NOTE: E.3d must be a twelve-consecutive month period.

4. Other Employer Service

- ☐ Count years of service with employers other than the Adopting Employer for vesting purposes. List other employers and indicate for what purposes (e.g., Matching, Non-Elective, etc.) the service applies along with any limitations: (e.g., service with ABC Inc. will be included for determining vesting for Matching Contributions limited to three Years of Vesting Service) _____

NOTE: The other service specified must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

5. Vesting Exceptions

- a. ☐ Death. Provide for full vesting for a Participant who terminates employment with the Adopting Employer

due to death while an Employee.

- b. ☐ Disability. Provide for full vesting for a Participant who terminates employment with the Adopting Employer due to Disability while an Employee.
- c. ☐ Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

- a. ☐ Exclude Years of Vesting Service earned before age 18
- b. ☐ Exclude Years of Vesting Service earned before the Adopting Employer maintained this Plan or a predecessor plan
- c. ☐ One-year holdout. If an Employee has a One-Year Break in Service/Period of Severance, exclude Years of Vesting Service earned before such period until the Employee has completed a Year of Vesting Service after returning to employment with the Adopting Employer.
- d. ☐ Rule of parity. If an Employee does not have a nonforfeitable right to the Account balance derived from Adopting Employer contributions, exclude Years of Vesting Service earned before a period of five (5) consecutive One-Year Breaks in Service/Periods of Severance.

7. Special Vesting Provisions

- ☐ Provide for special vesting provisions (e.g., Participants who are employed under a union contract are always 100% vested in all contributions): _____

NOTE: Any special provisions must satisfy Code section 411.

Vesting Schedules

8. Matching Contribution Account

Vesting Schedule for Matching Contributions:

- a. ☐ 100%
- b. ☐ 2-6 Year Graded
- c. ☐ 1-5 Year Graded
- d. ☐ 1-4 Year Graded
- e. ☐ 3 Year Cliff
- f. ☐ 2 Year Cliff
- g. ☐ Other:
 - i. Other Match Schedule - less than 1 year: _____%
 - ii. Other Match Schedule - 1 year but less than 2 years: _____%
 - iii. Other Match Schedule - 2 years but less than 3 years: _____%
 - iv. Other Match Schedule - 3 years but less than 4 years: _____%
 - v. Other Match Schedule - 4 years but less than 5 years: _____%
 - vi. Other Match Schedule - 5 years but less than 6 years: _____%
 - vii. Other Match Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

9. Non-Elective

Non-Elective Contribution Account Vesting Schedule:

- a. ☐ 100%
- b. ☐ 2-6 Year Graded
- c. ☐ 1-5 Year Graded
- d. ☐ 1-4 Year Graded

E. VESTING

- e. ☐ 3 Year Cliff
- f. ☐ 2 Year Cliff
- g. ☐ Other:
 - i. Other Non-Elective Schedule - less than 1 year: _____%
 - ii. Other Non-Elective Schedule - 1 year but less than 2 years: _____%
 - iii. Other Non-Elective Schedule - 2 years but less than 3 years: _____%
 - iv. Other Non-Elective Schedule - 3 years but less than 4 years: _____%
 - v. Other Non-Elective Schedule - 4 years but less than 5 years: _____%
 - vi. Other Non-Elective Schedule - 5 years but less than 6 years: _____%
 - vii. Other Non-Elective Schedule - 6 or more years: 100%.

NOTE: See Section 6.02 for definitions of the applicable vesting schedules.

10. Other Vesting Schedule

- a. ☐ The Plan has another vesting schedule (e.g., transferred Matching Contribution assets from merger are subject to a 3 year cliff vesting schedule): _____
- b. Describe the Participants to which the other vesting schedule applies: _____

NOTE: The vesting schedule in E.10 is in addition to the vesting schedules in E.8 through E.9.

NOTE: E.10 must be applied in a consistent and nondiscriminatory manner. For example, E.10b could be used to describe a prior vesting schedule, vesting for a transfer account, or a vesting schedule that applies to Participants covered by a collective bargaining agreement provided retirement benefits were the subject of good faith bargaining.

11. Forfeitures

Forfeitures will be used in the following manner:

- a. ☒ Any permissible method (restore forfeitures, reduce Adopting Employer contributions (or reallocate as Adopting Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
- b. ☐ Other: _____

NOTE: E.11b is limited to one or a combination of the options described in E.11a. E.11b may be used to further restrict the uses of forfeiture and must be applied in a consistent and nondiscriminatory manner.

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

Definitions

1. Normal Retirement

- a. Normal Retirement Age means:
 - i. ☒ Attainment of age 62
 - ii. ☐ Later of attainment of age _____ and the service specified in F.1b
 - iii. ☐ Other: _____
- b. Select the type and length of service used to measure Normal Retirement Age:
 - i. ☐ Eligibility. _____ Years of Eligibility Service
 - ii. ☐ Vesting. _____ Years of Vesting Service
 - iii. ☐ Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

NOTE: The age entered in F.1a may not be more than 65.

NOTE: F.1b may not require more than the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

NOTE: The Normal Retirement Age will be deemed met no later than the later of age 65 or the fifth anniversary of participation as defined in Treas. Reg. section 1.411(a)-7(b)(1) and any superseding guidance.

2. Early Retirement

a. Early Retirement Age means:

- i. ☒ None. The Plan does not have an early retirement feature.
- ii. ☐ Attainment of age _____
- iii. ☐ Later of attainment of age _____ and the service specified in F.2b
- iv. ☐ Other: _____

b. Select the type and length of service used to measure Early Retirement Age:

- i. ☐ Eligibility. _____ Years of Eligibility Service
- ii. ☐ Vesting. _____ Years of Vesting Service
- iii. ☐ Participation. _____ anniversary of participation (e.g. third, fourth, etc.)

NOTE: The age entered in F.2a may not be more than 65.

NOTE: F.2b is only applicable if F.2a.iii is selected.

NOTE: See related selections E.5c (vesting upon Early Retirement Age) and G.3c (in-service distributions upon Early Retirement Age).

3. Required Beginning Date

Required Beginning Date for a Participant other than a More Than 5% Owner:

- a. ☒ Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (x) attains age 70-1/2, or (y) retires
- b. ☐ Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. ☐ Election. The option provided in F.3a; provided that a Participant may elect to begin distributions pursuant to either F.3a or F.3b

NOTE: A Participant's Required Beginning Date is a protected benefit under Code section 411(d)(6).

Time & Form of Payment

4. REA Requirements

- a. ☐ Certain assets in the Transfer Account are subject to the REA requirements. The default form of payment for those Transfer Account assets that are subject to the REA requirements will be a Qualified Joint and _____% Survivor Annuity (not less than 50% and not more than 100%).

5. Time of Payment

Distributions after Severance from Employment for reasons other than death will commence (Section 7.02):

- a. ☒ Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Severance from Employment
- b. ☐ End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
- c. ☐ Normal Retirement Age.
- d. ☐ Other (e.g., as soon as administratively feasible following the next Valuation Date): _____

NOTE: Any entry in F.5d must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

6. Form of Payment - Severance from Employment

- a. Medium of distribution from the Plan:
 - i. ☒ Cash only

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- ii. ☐ Cash or in-kind
- iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- b. Distributions from the Plan after Severance from Employment for reasons other than death may be made in the following forms (select all that apply):
 - i. ☒ Lump sum
 - ii. ☒ Substantially equal installments
 - iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
 - iv. ☐ Other (e.g., Periodic Payment that are set at least quarterly): _____

NOTE: F.6b.iii and any entry in F.6b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

- c. Participants may take distributions in the form of an annuity:
 - i. ☒ Yes - entire account
 - ii. ☐ Yes - entire account except single life annuities will not be allowed
 - iii. ☐ Yes - the following conditions and/or limitations will apply: _____
 - iv. ☐ No

NOTE: If F.6c.i, F.6c.ii, F.6c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan and any annuity contract will be nontransferable.

NOTE: F.6c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

Payments on Death

7. Payment upon Participant's Death

Distributions on account of the death of the Participant will be made in accordance with the following:

- a. ☐ Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) only
- b. ☐ Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. ☒ Allow extended payments for all Beneficiaries in accordance with Sections 7.05(b) and 7.05(d)
- d. ☐ Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.05(b) and 7.05(d) and allow extended payments in accordance with Sections 7.05(b) and 7.05(d) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. ☐ Other: _____

NOTE: Any entry in F.7e must comply with Code section 401(a)(9), Section 7.05 and other requirements of Article 7.

8. Form of Payment

a. Medium of distribution from the Plan:

- i. ☒ Cash only
- ii. ☐ Cash or in-kind
- iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- b. Distributions from the Plan may be made in the following forms (select all that apply):
 - i. ☒ Lump sum

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

- ii. ☒ Substantially equal installments
- iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
- iv. ☐ Other (e.g., Periodic Payment that are set at least quarterly): _____

NOTE: F.8b.iii and any entry in F.8b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

c. Beneficiaries may take distributions in the form of an annuity.

- i. ☐ Yes - the entire Account
- ii. ☐ Yes - the following conditions and/or limitations will apply: _____
- iii. ☒ No

NOTE: If F.8c.i or F.8c.ii is selected, a Beneficiary may elect to have the Plan Administrator apply his Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Beneficiary. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: F.8c.ii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

9. Beneficiaries

a. Death benefits when there is no designated Beneficiary:

- i. ☒ Standard according to Section 7.04(c)
- ii. ☐ Other (e.g., Spouse first, if no surviving Spouse then Participant's estate): _____

b. ☒ Revocation. A Beneficiary designation to a spouse will be automatically revoked upon the following circumstances (e.g., divorce): Divorce

c. ☐ For purposes of determining a Participant's spouse, the one-year rule in Code section 417(d), Treas. Reg. section 1.401(a)-20 applies.

NOTE: If F.9a.ii (Other) is selected, death benefits when there is no designated beneficiary will be provided pursuant to F.9a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If revocation is selected (F.9b) you may use this item to indicate automatic revocation upon divorce.

Cash Out

10. Cash Out

- a. ☒ Involuntary cash-out amount for purposes of Section 7.03: \$5,000
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in F.10a is deferred under Section 7.03(b) until:
 - i. ☐ Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. ☐ Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. ☐ Required Beginning Date - payment made in a lump sum only
 - iv. ☒ Other (e.g., Required Beginning Date made in a direct rollover to an IRA): Required Beginning Date - Participant may elect payment in lump sum, installments or under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he/she shall elect (complies with Section 7.03 and other requirements of Article 7).
- c. ☐ Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's vested Account balance for purposes of F.10a

NOTE: F.10a has a \$5,000 maximum; \$5,000 will be entered unless otherwise specified.

NOTE: If F.10a is not selected, F.10c does not apply.

F. DISTRIBUTIONS - SEVERANCE FROM EMPLOYMENT/DEATH

NOTE: Any entry in F.10b.iv must comply with Code section 411(a)(11), Section 7.03 and other requirements of Article 7.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: See Section 8.06 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

Vesting Status

1. Vesting Status for In-service Withdrawals

Select one:

- ☐ In-service withdrawals otherwise permitted under Section G are allowed from Accounts that are partially vested
☒ An Account must be fully vested for a Participant to receive an in-service withdrawal

NOTE: The response to G.1 will be ignored if the Plan does not allow in-service withdrawals.

NOTE: Withdrawals under G.2-11 are only permitted from the portion of a Participant's Accounts described in G.1 unless otherwise specified in G.12.

Hardship

2. Hardship

NOTE: Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account are not eligible for hardship withdrawals.

Hardship withdrawals are allowed as follows:

- a. ☒ Hardship withdrawals are permitted.

NOTE: G.2b through G.2g is only applicable if G.2a is checked.

- b. Hardship withdrawals are permitted from the following accounts:

- i. ☒ All Accounts. A Participant may receive a distribution on account of hardship from all accounts eligible for hardship withdrawal under the Code and associated Federal Regulations.
- ii. ☐ Selected Accounts
1. ☐ Elective Deferral Account
 2. ☐ Voluntary Contribution Account
 3. ☐ Mandatory After-Tax Contribution Account
 4. ☐ Mandatory Pre-Tax Contribution Account
 5. ☐ Matching Contribution Account
 6. ☐ Non-Elective Contribution Account
 7. ☐ Rollover Contribution Account
 8. ☐ Transfer Account
 9. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2b.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. ☒ The Plan will use the safe harbor criteria set forth in Section 8.01(b) in determining whether a Participant is entitled to receive a hardship withdrawal:

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- i. ☒ All Accounts.
- ii. ☐ Selected Accounts
 - 1. ☐ Elective Deferral Account
 - 2. ☐ Voluntary Contribution Account
 - 3. ☐ Mandatory After-Tax Contribution Account
 - 4. ☐ Mandatory Pre-Tax Contribution Account
 - 5. ☐ Matching Contribution Account
 - 6. ☐ Non-Elective Contribution Account
 - 7. ☐ Rollover Contribution Account
 - 8. ☐ Transfer Account
 - 9. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2c.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- d. ☐ The Plan will use the more flexible criteria set forth in Section 8.01(c) in determining whether a Participant is entitled to receive a hardship withdrawal:

- i. ☐ All Accounts.
- ii. ☐ Selected Accounts
 - 1. ☐ Elective Deferral Account
 - 2. ☐ Voluntary Contribution Account
 - 3. ☐ Mandatory After-Tax Contribution Account
 - 4. ☐ Mandatory Pre-Tax Contribution Account
 - 5. ☐ Matching Contribution Account
 - 6. ☐ Non-Elective Contribution Account
 - 7. ☐ Rollover Contribution Account
 - 8. ☐ Transfer Account
 - 9. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.2d.ii.9) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- e. ☒ Expand the hardship criteria to include the Beneficiary of the Participant
- f. If a Participant may receive a Hardship withdrawal from his Elective Deferral Account, permit hardship withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
 - i. ☒ Yes
 - ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. ☐ No
- g. ☐ Other limitations on Hardship withdrawals (e.g., one Hardship withdrawal per Plan Year): _____

NOTE: If G.2d is selected, the requirements of Section 8.01(b)(2) will not apply, the amount of the hardship withdrawal may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance will apply.

NOTE: G.2f only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted) and hardship withdrawals are permitted from the Elective Deferral Account.

NOTE: Any limitations in G.2g (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion. Minimum amount of hardship withdrawals may not exceed \$1,000.

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

3. Normal/Early Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts:

- i. ☐ None
- ii. ☒ All Accounts
- iii. ☐ Selected Accounts

- b. If Selected Accounts is selected, Normal Retirement Age withdrawals may be made from the following Accounts:

- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account
- x. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.3b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. Allow in-service distributions after attainment of Early Retirement Age (Section 7.01(a)) from the following Accounts:

- i. ☐ None
- ii. ☐ All Accounts
- iii. ☐ Selected Accounts

- d. If Selected Accounts is selected, Early Retirement Age withdrawals may be made from the following Accounts:

- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account
- x. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.3d.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

NOTE: If the Normal Retirement Age and/or Early Retirement Age is less than age 59-1/2 and in-service is selected, Elective Deferrals, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2.

4. Specified Age and Service

- a. In-service withdrawals are allowed on attainment of age _____ and _____ service:

- i. ☒ None
- ii. ☐ All Accounts

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- iii. ☐ Selected Accounts
- b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:
- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account
- x. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.4b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:
- i. ☐ Yes
- ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. ☐ No

NOTE: If G.4a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching Contributions, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2 and completes required service; but only to the extent withdrawals are permitted from such Accounts pursuant to G.4a and G.4b.

NOTE: G.4b only applies if G.4a.iii is selected.

NOTE: G.4c only applies if A.7b is "Yes" (Roth Elective Deferrals are permitted,) and G.4a.ii or G.4a.iii and G.4b.i is selected.

5. Specified Age

- a. In-service withdrawals are allowed on attainment of age 59.5:
- i. ☐ None
- ii. ☒ All Accounts
- iii. ☐ Selected Accounts
- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
- i. ☐ Elective Deferral Account
- ii. ☐ Voluntary Contribution Account
- iii. ☐ Mandatory After-Tax Contribution Account
- iv. ☐ Mandatory Pre-Tax Contribution Account
- v. ☐ Matching Contribution Account
- vi. ☐ Non-Elective Contribution Account
- vii. ☐ Qualified Non-Elective Contribution Account
- viii. ☐ Rollover Contribution Account
- ix. ☐ Transfer Account

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

- x. ☐ Other: (e.g., Merged Assets) _____

NOTE: The "Other" accounts specified above (G.5b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Elective Deferral Account, permit such withdrawals from the Participant's Roth Elective Deferral Account subject to the same terms and conditions as apply to the Participant's Elective Deferral Account:

- i. ☐ Yes
- ii. ☐ Yes - only if the withdrawal from the Roth Elective Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. ☐ No

NOTE: If G.5a is less than age 59-1/2, Elective Deferrals, Qualified Non-Elective Contributions, Qualified Matching, Matching Contributions held in a custodial account, and Non-Elective Contributions held in a custodial account will not be eligible for withdrawal until the Participant attains age 59-1/2; but only to the extent withdrawals are permitted from such Accounts pursuant to G.5a and G.5b.

NOTE: G.5b only applies if G.5a.iii is selected.

NOTE: G.5c only applies if A.7b is "Yes," (Roth Elective Deferrals are permitted), and G.5a.ii or G.5a.iii and G.5b.i is selected.

Other Withdrawals

6. Withdrawals After Period of Participation

- a. ☐ Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account after _____ years of Participation
- b. ☐ Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after _____ years of Participation

NOTE: Withdrawals under G.6a are only permitted from the Matching Contribution Account to the extent such Account is held in annuity contracts.

NOTE: Withdrawals under G.6b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

NOTE: G.6a-b may not be less than five.

7. Withdrawals After Period of Accumulation

- a. ☐ Matching Contributions. In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for _____ years.
- b. ☐ Non-Elective Contributions. In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for _____ years.

NOTE: Withdrawals under G.7a are only permitted from the Matching Contribution Account to the extent such Account is held in annuity contracts.

NOTE: Withdrawals under G.7b are only permitted from the Non-Elective Contribution Account to the extent such Account is held in annuity contracts.

NOTE: G.7a-b may not be less than two.

8. At Any Time

In-service withdrawals are allowed from the following Accounts at any time:

- a. ☐ Voluntary Contribution Account
- b. ☐ Mandatory After-Tax Contribution Account
- c. ☐ Mandatory Pre-Tax Contribution Account
- d. ☒ Rollover Contribution Account

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

9. Military Distributions

- a. ☐ Qualified Reservist Distributions are permitted.
- b. ☐ Deemed Severance Distributions are permitted.

10. Transfer Account

Distributions are permitted for a Participant who has attained age 62 and who has not separated from employment from the Transfer Account.

- a. ☐ Yes - under any distribution option offered to a Participant who has incurred a Termination of Employment
- b. ☐ Yes - limited to the following terms and conditions: _____

NOTE: G.10 only applies if F.4 is selected (Plan has received a transfer of assets from a plan subject to the survivor annuity rules of Code sections 401(a)(11) and 417).

11. Disability

- ☒ Allow distributions upon Disability.

NOTE: If distribution upon Disability is selected, the following Accounts may not be distributed unless a severe disability equivalent to A.18a. has occurred: (i) Elective Deferral Account, (ii) Qualified Non-Elective Contribution Account. A severe disability equivalent to A.18a is as follows: the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment will be supported by medical evidence.

Conditions/Limitations

12. Other Conditions/Limitations

- ☐ The following limitations, conditions, and/or special rules apply to in-service withdrawals (e.g., Participant is limited to one in-service withdrawal per calendar quarter): _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (G.1 through G.11). G.12 must be applied in a consistent and nondiscriminatory manner. For example, G.12 could be used to specify the number of withdrawals permitted in a specified time period. See Section 8.06.

13. Form of Payment - In-Service Distribution other than Hardship Distributions

- a. Medium of distribution from the Plan:
 - i. ☒ Cash only
 - ii. ☐ Cash or in-kind
 - iii. ☐ Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____
- b. Distributions from the Plan may be made in the following forms (select all that apply):
 - i. ☒ Lump sum
 - ii. ☒ Substantially equal installments
 - iii. ☒ Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he will elect
 - iv. ☐ Other (e.g., Periodic Payment that are set at least quarterly): _____

NOTE: G.13b.iii and any entry in G.13b.iv must comply with Code section 401(a)(9), Section 7.02 and other requirements of Article 7.

- c. Participants may take distributions in the form of an annuity.
 - i. ☐ Yes - the entire Account
 - ii. ☐ Yes - entire account except single life annuities will not be allowed
 - iii. ☐ Yes - the following conditions and/or limitations will apply: _____
 - iv. ☒ No

G. DISTRIBUTIONS IN-SERVICE WITHDRAWALS/LOANS/OTHER DISTRIBUTIONS

NOTE: If G.13c.i or G.13c.iii is selected, a Participant may elect to have the Plan Administrator apply his vested Account to the extent provided above toward the purchase of an annuity contract, which will be distributed to the Participant. The terms of such annuity contract will comply with the provisions of this Plan (including Section 7.05) and any annuity contract will be nontransferable.

NOTE: G.13c.iii must be applied in a consistent and nondiscriminatory manner (for example, limiting annuity distributions to accounts in excess of a certain dollar amount.)

NOTE: If G.13c.i or G.13c.iii is selected, and the Plan has elected to be exempt from the REA requirements, the annuity cannot be in the form of a single life annuity. If the participant in the Plan that has elected to be exempt from the REA requirements the distribution used to purchase the single life annuity will be subject to the REA requirements.

Roth In-Plan Rollovers

14. Roth In-Plan Rollovers

- a. If the Plan allows for Roth contributions, In-Plan Roth Rollovers are permitted:
- i. ☐ No
 - ii. ☐ Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
 - iii. ☒ Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan
 - iv. ☐ Yes - at any time

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also rollover distributions (as defined in Code section 402(c)(4) except they do not have to be eligible for distribution under the Code.)

- b. ☐ In-Plan Roth Rollovers are permitted from partially vested Accounts
- c. Additional limitations will apply to In-Plan Roth Rollovers:
- i. ☒ Yes, allowed only once per year. (Describe the limitations and/or conditions.) (e.g., one In-Plan Roth Rollover per calendar quarter)
 - ii. ☐ No.

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations and/or conditions apply" and describe the circumstances under which Participants can make an In-Plan Roth Rollover.

- d. Enter the effective date of the In-Plan Roth Rollovers: 01/01/2020 (must be after Sept. 27, 2010)
- e. In-Plan Roth Rollover Accounts will be distributable:

- i. ☐ at any time
- ii. ☒ when the originating Account of the In-Plan Roth Rollover assets are distributable
- iii. ☐ Other: (e.g., upon attainment of age 59.5) _____

NOTE: G.14e.ii must be chosen if G.14a.iv is chosen.

NOTE: The distribution event specified above (G.14e.iii) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

Loans

15. Loans

- ☒ Loans are permitted

Exchanges

16. Exchanges

- ☐ Exchanges are permitted

Transfers to Purchase Service Credit

17. Transfers to Purchase Service Credit

- ☐ Transfers to Purchase Service Credit are permitted

H. PLAN OPERATIONS

Plan Operations

1. Permitted Investments

- a. ☐ Annuity Contracts
b. ☒ Custodial Accounts

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction:
- i. ☒ All Accounts
 - ii. ☐ Some Accounts
 - iii. ☐ None
- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:
- i. ☐ Elective Deferral Account
 - ii. ☐ Voluntary Contribution Account
 - iii. ☐ Mandatory After-Tax Contribution Account
 - iv. ☐ Mandatory Pre-Tax Contribution Account
 - v. ☐ Matching Contribution Account
 - vi. ☐ Non-Elective Contribution Account
 - vii. ☐ Qualified Non-Elective Contribution Account
 - viii. ☐ Rollover Contribution Account
 - ix. ☐ Transfer Account
 - x. ☐ Other (e.g., QMAC Contribution Account): _____

NOTE: The other account specified above (H.2b.x) must be objectively determinable and may not be specified in a manner that is subject to Adopting Employer discretion.

- c. ☐ Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to the following investments:
- i. ☐ All investments
 - ii. ☐ Selected investments: _____

NOTE: If H.2a.iii (None) is selected, H.2b through H.2d do not apply.

NOTE: H.2b only applies if H.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

H. PLAN OPERATIONS

- a. ☐ Last day of Plan Year
- b. ☐ Last day of each Plan quarter
- c. ☐ Last day of each month
- d. ☒ Each business day
- e. ☐ Other (e.g., first and fifteenth day of each month): _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator:
 - i. ☐ Plan Sponsor
 - ii. ☒ Committee appointed by Plan Sponsor
 - iii. ☐ Other (Complete name of designated Plan Administrator.) (e.g., TPA Service Provider Inc.): _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary:
 - i. ☒ Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. ☐ Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. ☐ None - the Adopting Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. ☒ Standard according to Section 11.06
 - iii. ☐ Provided pursuant to an outside agreement
- d. ☐ The following modifications will be made to the duties of the applicable parties: _____

NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.

I. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in disqualification of the Plan.

The Plan will consist of this Adoption Agreement #001, its related Basic Plan Document #008 (Non-ERISA 403(b)) and any related appendix or addendum specifically created in response to a question within the Adoption Agreement.

The Adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is tax-favored under Code section 403 only to the extent provided in Revenue Procedure 2013-22 and any superseding guidance. The Adopting Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such tax-favored requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The volume submitter Practitioner will inform the Adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Volume Submitter Practitioner may be contacted at Randall & Hurley, Inc. may be contacted at 1328 N. Whitman Lane, Liberty Lake, WA 99019; 509-838-5500.

J. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. By signing this Adoption Agreement, the undersigned acknowledges having reviewed the Appendices and Amendments to the Basic Plan Document.

The parties have caused this Plan to be executed this _____ day of _____, 2020.

SAN DIEGO CONVENTION CENTER CORPORATION
(ADOPTING EMPLOYER):

Signature: _____

Print Name: _____

Title/Position: _____

ADMINISTRATIVE AND VENDOR APPENDIX

San Diego Convention Center Corporation 403(b) Plan

An amendment is not required to make changes to this appendix. Use of this Addendum will not be considered a modification to the volume submitter document.

Approved vendors that accept ongoing contributions from the Adopting Employer and the investment types offered.

1. Charles Schwab
 - ☒ Mutual Funds
 - ☐ Annuities

Service Providers

- a. Randall & Hurley will perform the following services for the plan: Plan documents, Recordkeeping of the participant accounts, review of distributions and loan requests
- b. Charles Schwab will perform the following services for the plan: Statements, processing distributions and loans

Plan Sponsor

The following administrative functions will be performed by the Plan Sponsor:
determining eligibility, depositing contributions

CUSTOM LANGUAGE ADDENDUM

Participants may elect only a percentage (%) of pay for Elective Deferral purposes

HARDSHIP DISTRIBUTION ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the hardship distribution final regulations and is to be construed in accordance with same. Both the Addendum and the provisions of the hardship distribution final regulations will supersede any inconsistent Plan provisions.

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Safe Harbor Contributions/QNECs/QMACs

Effective on the first day of the first plan year after 12/31/2018, if available under the Plan, Qualified Non-Elective Contributions (QNECs), Qualified Matching Contributions (QMACs) or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), not held in a Custodial Account will be available for hardship distributions.

- ☐ Effective _____, hardship distributions are permitted from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12), if available under the Plan and not held in a Custodial Account.
- ☒ Hardship distributions continue to be prohibited from Qualified Non-Elective Contributions, Qualified Matching Contributions or contributions used to satisfy the safe harbor requirements of Code sections 401(k)(12) or 401(k)(13), or 401(m)(11) or 401(m)(12).

2. Amount Necessary to Satisfy Need Requirement

Effective on the first day of the first plan year after 12/31/2018, a hardship distribution will be considered necessary to satisfy an immediate and heavy financial need of the Participant only if:

- *The distribution is not in excess of the amount required to satisfy the financial need (including any amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);*
- *The Participant has obtained all other currently available distributions, other than hardship distributions, under any deferred compensation plan, whether qualified or nonqualified, maintained by the Employer; and*
- *Effective for distributions made on or after 01/01/2020, the Participant has represented (in writing or by an electronic medium) that he has insufficient cash or other liquid assets to satisfy the financial need.*

- ☒ Effective July 31, 2020, a distribution will be determined to satisfy an immediate and heavy financial need only if the three criteria listed above are met.
- ☐ The following provisions will be used for complying with the amount necessary to satisfy need requirement: _____

3. Six-Month Suspension

If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after 12/31/2018, the six-month suspension period for Elective Deferrals (and after-tax contributions) will no longer be

HARDSHIP DISTRIBUTION ADDENDUM

a condition for obtaining a hardship distribution, even if the hardship distribution was made in the prior plan year.

- ☒ Effective July 31, 2020, the Plan will not initiate a six-month suspension period on Elective Deferrals (and after-tax contributions) following a hardship distribution (cannot be later than 01/01/2020).
- ☒ The Plan will discontinue any remaining portion of the suspension period for hardship distributions made prior to the entered effective date.
- ☐ The Plan will continue any remaining portion of the full six-month suspension period for hardship distributions made prior to the entered effective date.

4. Loan Requirement

If the Safe Harbor criteria are used for hardship distributions, effective on the first day of the first plan year after 12/31/2018, Participants are not required to take all nontaxable loans under all plans maintained by the Employer prior to applying for a hardship distribution.

- ☒ Effective July 31, 2020, Participants are not required to take all available nontaxable loans before applying for a hardship distribution.
- ☐ Participants must continue to take all nontaxable loans under all plans maintained by the Employer before applying for a hardship distribution.

5. Safe Harbor Financial Needs

If the Safe Harbor criteria are used for hardship distributions, the following immediate and heavy financial needs are considered as safe harbor criteria for hardship distributions made on or after 01/01/2018:

- *Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to section 165(h)(5) and whether the loss exceeds 10% of adjusted gross income).*
- *Expenses and losses (including loss of income) incurred by the Employee on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, provided that the Employee's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.*

- ☒ Effective July 31, 2020, the immediate and heavy financial needs listed above are considered as safe harbor criteria for hardship distributions.
- ☐ The immediate and heavy financial needs listed above are not considered as safe harbor criteria for hardship distributions.

ADDENDA EXECUTION PAGE

The undersigned agree to be bound by the terms of the foregoing addenda to the Plan and acknowledge receipt of same. The addenda are executed this _____ day of _____, 2020.

SAN DIEGO CONVENTION CENTER CORPORATION:

Signature: _____

Print Name: _____

Title/Position: _____

THE SECOND SIGNATURE PAGE IS GENERATED BECAUSE THE PLAN DOCUMENT INCLUDES AT LEAST ONE OF THE FOLLOWING:

- CUSTOM LANGUAGE ADDENDUM
- CUSTOM EFFECTIVE DATE ADDENDUM

THE SECOND SIGNATURE PAGE IS NOT GENERATED WHEN THE PLAN ONLY HAS NON-SIGNATURE ADDENDUMS (e.g., QNEC FORFEITURE AMENDMENT).

EXHIBIT C

San Diego Convention Center Corporation 457 Plan

(Restated Plan Adoption Agreement)

DRAFT

**ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN**

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): San Diego Convention Center Corporation
2. Address: 111 W. Harbor Drive
3. City: San Diego 4.State: California 5. Zip: 92101
6. Phone number: 619-525-5301 7. Fax number: _____
8. Plan Sponsor EIN: 33-0107636
9. Plan Sponsor fiscal year end: 06/30
10. State of organization of Plan Sponsor: California
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION

A. GENERAL INFORMATION

1. Plan name: a. San Diego Convention Center Corporation 457 Plan
b. _____
2. Effective Date:
 - 2a. Original effective date of Plan: 11/01/2011
 - 2b. Is this a restatement of a previously-adopted plan?
☒ Yes ☐ No
 - 2c. If A.2b is "Yes", effective date of Plan restatement: 07/31/2020.
NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. Plan Year means each 12-consecutive month period ending on 12/31 (e.g. December 31).
NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type

4. Type of Plan:
 - i. ☐ Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
 - ii. ☒ Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features

5. Employer/Employee contributions permitted (check all that apply):
 - a. ☐ Matching Contributions.
 - b. ☐ Nonelective Contributions.
 - c. ☒ Participant Deferral Contributions.
 - d. ☒ If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
 - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 07/31/2020 (no earlier than January 1, 2011).

Compensation

6. Definition of Compensation (check all that apply):
 - a. ☒ Base salary.
 - b. ☒ The additional pay specified in A.7.
7. If A.6.b is selected, enter the additional pay: Other Pay included in W-2 Pay
- 8a. Are there any exclusions from the definition of Compensation:

- ☒ Yes ☐ No
- 8b. If A.8a is "Yes", enter the exclusions from the definition of Compensation: Fringe benefits. The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits
- 8c. Exclude pay earned before participation in Plan from definition of Compensation:
☐ Yes ☒ No
 Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of B.2 through B.4, the term Eligible Employee shall include Employees who are also (check all that apply):
- a. ☐ Officers of the Company in the following positions: _____.
 - b. ☐ Other management or highly compensated employees in the following classifications/positions: _____.
 - c. ☐ Employees listed in an appendix to the Adoption Agreement.
 - d. ☒ All Employees except: Leased Employees.
 - e. ☐ All Employees.
- NOTE:** Only a Governmental Plan may select B.1.d or B.1.e.
2. Indicate whether an independent contractor may participate in the Plan:
☐ Yes ☒ No

Eligible Employee - Other

3. In addition to the requirements in B.1, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
- a. ☐ Must be approved by the Chief Executive Officer of the Plan Sponsor.
 - b. ☐ Must be approved by the Chief Executive Officer of the Employee's employing entity.
 - c. ☐ Must be approved by the Board of the Plan Sponsor.
 - d. ☐ Must be approved by the Board of the Employee's employing entity.
 - e. ☐ Other requirements listed in B.4.
4. If B.3.e is selected, enter other requirements: _____

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in B.5 through B.6:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
- i. ☒ None.
 - ii. ☐ Completion of: _____
 - iii. ☐ Other: _____
6. Frequency of entry dates:
- i. ☐ first day of each calendar month
 - ii. ☐ first day of each plan quarter
 - iii. ☐ first day of the first month and seventh month of the Plan Year
 - iv. ☐ first day of the Plan Year
 - v. ☒ Other: Immediate

Modifications

- 7a. Indicate whether there are any modifications to the requirements specified in B.1 - B.6:
☐ Yes ☒ No
- 7b. If B.7a is "Yes", specify the modifications: _____.

C. ELECTIONS/CONTRIBUTIONS

- 1a. If A.5c is selected (Participant Deferrals permitted), minimum Participant contribution: None
- 1b. If A.5c is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).
2. If A.5c is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
☒ Yes ☐ No

Matching Contributions

3. If A.5a is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
- i. ☐ Pursuant to the formula specified in C.4.
 - ii. ☐ An amount and allocation formula as determined by the Company.
4. If A.5a is "Yes" (matching contributions are permitted), and C.3.i is selected, indicate the formula to allocate such contributions: _____.
5. If A.5a is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
- NOTE:** If C.5 is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

6. If A.5b is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
- i. ☐ In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - ii. ☐ Pursuant to the formula specified in C.7.
 - iii. ☐ An amount and allocation formula as determined by the Company.
7. If A.5b is "Yes" (nonelective contributions are permitted) and C.6.ii is selected, indicate the formula to allocate such contributions: _____.
8. If A.5b is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
- NOTE:** If C.8 is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
☒ Yes ☐ No
- NOTE:** If the Plan is not a Governmental Plan and C.9 is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and C.9 is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

1. A Participant's Accounts shall be credited with earnings in the following manner:
- i. ☐ Fixed rate specified in D.2.
 - ii. ☐ Predetermined investment(s) specified in an appendix to the Adoption Agreement.
 - iii. ☒ Predetermined investment(s) as specified by the Plan Administrator.
 - iv. ☐ Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
- NOTE:** If the Plan is a Governmental Plan, D.1 must be a predetermined investment.
2. If D.1.i (fixed rate) is selected, specify the rate: _____.
- NOTE:** If the rate specified in D.2 is a published rate, and the entry in D.2 does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If D.1.ii or D.1.iii (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
- i. ☐ A Participant may not choose among predetermined investments.
 - ii. ☒ As of each Valuation Date.
 - iii. ☐ As of the first day of each Plan Year.
 - iv. ☐ Pursuant to Plan Administrator procedures.

- 4a. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
☐ Yes ☒ No
- 4b. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed) and **D.4a** is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust

5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
- i. ☐ No grantor trust shall be established.
 - ii. ☐ The Company may, in its sole discretion, establish a grantor trust.
 - iii. ☐ The Company shall establish a grantor trust.
- NOTE:** If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

- 6a. Enter Valuation Date:
- i. ☐ Last day of Plan Year
 - ii. ☐ Last day of each Plan quarter
 - iii. ☐ Last day of each month
 - iv. ☒ Each business day
 - v. ☐ Other
- 6b. If **D.6a.v** is selected, enter the Valuation Date: _____ (Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

1. Indicate the method of determining vesting service: _____.
NOTE: Unless otherwise specified in E.1, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
☐ Yes ☐ No
3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
☐ Yes ☐ No
4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
☐ Yes ☐ No
- 5a. Provide for full vesting for a Participant upon the circumstances described in **E.5b** (Section 5.06):
☐ Yes ☐ No
- 5b. If **E.5a** is "Yes", describe the other circumstances: _____.
- 6a. Company contribution vesting schedule:
☐ 100% ☐ 3-7 Year Graded ☐ 2-6 Year Graded ☐ 1-5 Year Graded ☐ 1-4 Year Graded ☐ 5 Year Cliff ☐ 3 Year Cliff ☐ 2 Year Cliff ☐ Other ☐ Pursuant to another plan.
NOTE: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If **E.6a** is "Other", enter other vesting schedule: _____
- 6c. If **E.6a** is "Pursuant to another plan", enter name of other plan: _____

Special Forfeiture Provisions

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):
☐ Yes ☒ No

- 7b. If E.7a is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in E.7c: _____.

NOTE: If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.

- 7c. If E.7a is "Yes", a Participant meeting the conditions of E.7b shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: anywhere between the ages of 62 (age 65 if not covered under San Diego Convention Center Corporation Money Purchase Pension Plan) and 70-1/2 as elected by the individual participant, or age 70-1/2 as a default if the participant does not elect a Normal Retirement Age.

NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
- i. ☐ The earlier of the Required Beginning Date or the number of years specified in F.3 after the Participant's Termination.
 - ii. ☐ The earlier of the Required Beginning Date or Normal Retirement Age.
 - iii. ☒ Required Beginning Date.

NOTE: If F.2.ii is selected, payment may not be made earlier than that specified in Section 6.01.

3. If F.2.i is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): _____.

NOTE: If zero is entered in F.3, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

- 4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- i. ☒ A single lump sum payment.
 - ii. ☒ Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in F.4b.
 - iii. ☒ Other optional form of benefit specified in F.4c.

- 4b. If F.4a.ii (annual installments) is selected, enter the maximum number of years over which payments may be made: life expectancy.

NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.

- 4c. If F.4a.iii (Other) is selected, describe other optional form of benefit: Partial distribution; a purchase of a single premium nontransferable annuity contract for such term and in such form as the Participant selects that provides for payments in the form of an irrevocable annuity each calendar year of amounts not less than the amount required under Code Section 401(a)(9).

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):

- i. ☐ Pay entire remaining Account by end of the first calendar year following the date of death.
- ii. ☒ Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

- 6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):

- ☒ Yes ☐ No
- 6b. If F.6a is "Yes", A.5c (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:
- i. ☒ Yes
 - ii. ☐ Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
 - iii. ☐ No

Small Distributions

7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):
- ☒ Yes ☐ No

Medium of Payment

8. Medium of distribution from the Plan:
- i. ☒ Cash only
 - ii. ☐ Cash or in-kind
 - iii. ☐ In-kind only

Transfers

- 9a. Specify whether transfers may be made to another plan (Section 6.08):
- ☒ Yes ☐ No
- NOTE:** A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).
- NOTE:** Governmental Plans are also subject to the direct rollover rules in Section 6.09.
- 9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):
- ☒ Yes ☐ No

Death or Disability during Qualified Military Service

- 10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):
- ☐ Yes ☒ No
- 10b. If F.10a is "Yes", enter the effective date: _____ (must be on or after January 1, 2007).

Loans/Inservice

11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):
- ☐ Yes ☒ No
12. If the Plan is a Governmental Plan and C.9 permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):
- ☒ Yes ☐ No
13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:
- ☒ Yes ☐ No

2009 Required Minimum Distributions

- 14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:
- i. ☐ Default to continue 2009 RMDs.
 - ii. ☒ Default to discontinue 2009 RMDs.
 - iii. ☐ Other: _____
- NOTE:** If "Other" is selected, the below provisions will not apply except to the extent specified.
- 14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
- i. ☒ None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.

- ii. ☐ 2009 RMDs only.
- iii. ☐ Extended 2009 RMDs only.
- iv. ☐ 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

- 1a.** Designation of Plan Administrator (Section 7.01):
- i. ☐ Plan Sponsor
 - ii. ☒ Committee appointed by Plan Sponsor
 - iii. ☐ Other
- 1b.** If **G.1a.iii** is selected, Name of Plan Administrator: _____
- 2a.** Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
- i. ☒ Standard according to Section 7.03.
 - ii. ☐ Custom.
- 2b.** If **G.2a.ii** (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2020.

SAN DIEGO CONVENTION CENTER CORPORATION:

Signature: _____

Print Name: _____

Title/Position: _____

ADDENDUM TO THE ADOPTION AGREEMENT

The following custom language is provided:

Participants may elect only a percentage (%) of pay for Elective Deferral purposes



CONTACT: Andy Mikschl, *Chief Sales & Revenue Officer, San Diego Convention Center*
 Andy.mikschl@visitsandiego.com | 111 West Harbor Dr., San Diego, CA 92101
 619.525.5282

SHORT TERM BOOKING ACTIVITY

Conventions, Corporate Events, Consumer Shows, Community Events, & Local Meetings

		FY21	FY20	CUMULATIVE	CUMULATIVE
		AUGUST 2020	AUGUST 2019	FYTD 2021	FYTD 2020
DEE NITE	EVENTS	1	7	2	18
	ATTENDANCE	1,500	2,227	5,000	28,502
	ROOM NIGHTS	0	1,840	0	4,560
	RENTAL REVENUE	\$21,800	\$128,650	\$30,000	\$356,437

FY21 PERCENT TO GOAL

Convention Center Rental Revenue

	GOAL	YTD	PERCENT TO GOAL
CONTRACTED RENTAL REVENUE	2,600,000	\$30,000	1.15%

2

San Diego Convention Center Short Term Sales September 2020 Sales Activity Report

CONTRACTED SHORT TERM EVENTS AUG 2020

EVENT NAME	EVENT DATES	PROJECTED ATTENDANCE	PEAK ROOMS	ROOM NIGHTS	RENTAL
Epic Series Obstacle Challenge	11/21/21	1,500	0	0	\$21,800
TOTAL		1,500	0	0	\$21,800

CONTRACTED SHORT TERM EVENTS/ FY21 YTD

EVENT NAME	EVENT DATES	PROJECTED ATTENDANCE	PEAK ROOMS	ROOM NIGHTS	RENTAL
Epic Series Obstacle Challenge	11/21/21	1,500	0	0	\$21,800
Southern CA Rental Housing Conference	04/30/21	3,500	0	0	\$8,200
TOTAL		5,000	0	0	\$30,000



PRIMARY MARKET

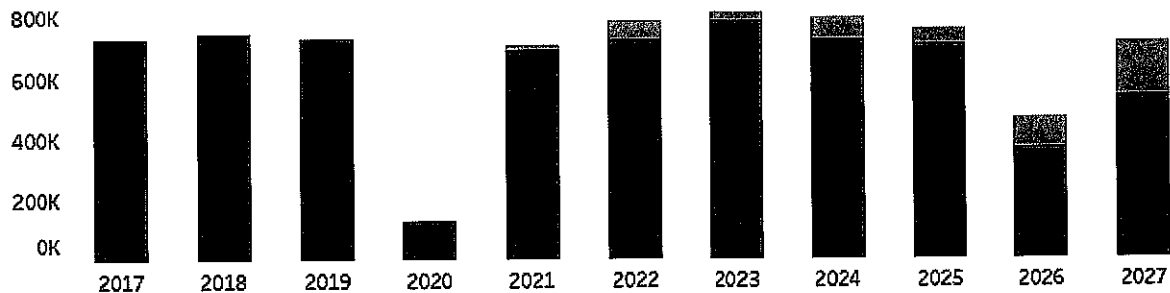
Conventions, Trade Shows, Corporate & Incentive Events

DEFINITE	FUTURE YR BOOKINGS	FY2021 AUGUST 2020	FY2020 AUGUST 2019	CUMULATIVE FY2021	CUMULATIVE FY2020
	CONVENTIONS	2	3	4	3
	ATTENDANCE	6,700	10,900	36,700	10,900
	ROOM NIGHTS	12,080	23,730	72,348	23,730

TENTATIVE	FUTURE YR BOOKINGS	FY2020 AUGUST 2020	FY2020 AUGUST 2019	CUMULATIVE FY2021	CUMULATIVE FY2020
	CONVENTIONS	1	7	3	17
	ATTENDANCE	6,000	33,300	12,700	104,850
	ROOM NIGHTS	11,130	82,230	23,210	249,771

ROOM NIGHT SUMMARY

Figures based on calendar year.



Tentative Room Nights					19K	61K	27K	69K	50K	101K	176K
Definite Room Nights	728K	746K	732K	128K	689K	723K	784K	725K	708K	364K	538K
Definite Conventions	43	43	57	15	49	51	44	36	27	20	22

DEFINITE EVENTS BREAKDOWN

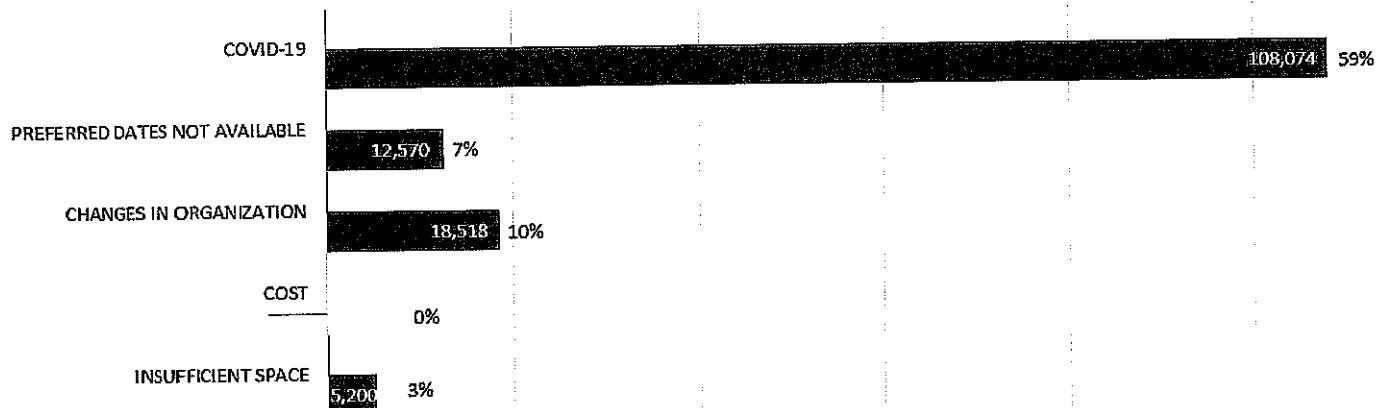
Conventions, Trade Shows, Corporate & Incentive Events, August 2020

Account Name	Event Begin Date	Event End Date	Peak Room Nights	Estimated Attendance	Definite Room Nights
Jamf Software, LLC	9/21/2022	9/29/2022	1,250	3,500	4,460
Sonic / BCD M&E	9/10/2023	9/14/2023	1,900	3,200	7,620
Total			3,150	6,700	12,080

BREAKDOWN OF LOST BUSINESS

Conventions, Trade Shows, Corporate & Incentive Events, AUGUST 2020

Lost Room Nights 108k



SITE INSPECTIONS—VIRTUAL

- AMERICAN BAR ASSOCIATION
- AMERICAN WATER WORKS ASSOCIATION
- TRANSPLANT GAMES

CLIENT APPOINTMENTS

- ACADEMY OF MANAGED CARE PHARMACY
- ADVANCED AUTO PARTS
- ALZHEIMER'S ASSOCIATION
- AMERICAN ACADEMY OF ALLERGY ASTHMA & IMMUNOLOGY
- AMERICAN ACADEMY OF AUDIOLOGY
- AMERICAN ACADEMY OF ORTHOPAEDIC SURGEONS
- AMERICAN BAR ASSOCIATION
- AMERICAN HEART ASSOCIATION
- AMERICAN INSTITUTE OF ARCHITECTS

CLIENT APPOINTMENTS

- AMERICAN OSTEOPATHIC ASSOCIATION
- AMERICAN PSYCHIATRIC ASSOCIATION
- AMERICAN SOCIETY OF COLON & RECTAL SURGEONS
- AMERICAN SOCIETY OF HEMATOLOGY
- AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
- AMERICAN WATER WORKS ASSOCIATION
- CABI
- GLOBAL BUSINESS TRAVEL ASSOCIATION
- GOLF COURSE SUPERINTENDENTS ASSOCIATION OF AMERICA
- ICBA
- INSTITUTE OF SCRAP RECYCLING INDUSTRIES. INC.
- IRRIGATION ASSOCIATION
- MCKESSON CORPORATION
- NAFSA: ASSOCIATION OF INTERNATIONAL EDUCATORS
- NATIONAL ASSOCIATION OF CHAIN DRUG STORES
- NATIONAL ASSOCIATION OF REALTORS
- NATIONAL INDIAN GAMING ASSOCIATION
- NATIONAL SCHOOL BOARDS ASSOCIATION
- NATURAL RURAL ELECTRIC CORPORATION ASSOCIATION
- SOCIETY FOR CARDIOVASCULAR MAGNETIC RESONANCE
- TALENT DEVELOPMENT ASSOCIATION

INDUSTRY APPOINTMENTS

- ASSOCIATION FORUM PARTNERS MEETING
- ASSOCIATION FORUM WEBINAR
- CVBREPS MEETING
- DESTINATION REPS COFFEE CHAT
- DESTINATION REPS MARKETING COMMITTEE MEETING
- DESTINATION REPS MARKETING MEETING
- EDUCATIONAL SEMINAR FOR TOURISM ORGANIZATIONS WEBINAR
- EVENT STRATEGISTS HAPPY HOUR
- HILTON HOTELS UPDATES WITH NATIONAL SALES OFFICES
- HILTON NSO UPDATE VIA DESTINATION REPS
- INTERNATIONAL ASSOCIATION OF VENUE MANAGERS (IAVM)
TOWN HALL
- M&IW SUMMIT
- PCMA BLM TASK FORCE MTG
- PCMA FOUNDATION FINANCE COMMITTEE MEETING
- PCMA FOUNDATION SPONSORSHIP DISCUSSION
- PCMA WEBINAR
- PCMA-SHERRIF KARAMAT DINNER
- SAN DIEGO TOWN HALL MEETING- Q3 & Q4
- US TRAVEL ASSOCIATION

Agenda Item 5

SAN DIEGO CONVENTION CENTER CORPORATION MEMORANDUM

TO: Board of Directors
FROM: Rip Rippetoe, President & CEO
DATE: September 22, 2020
RE: August 2020 President & Staff Report

Core Value: Courage – We will work together toward our goals, despite the presence of risk, uncertainty, or fear.

Thanks to the Executive Team, Maren Dougherty and Rita De la Fuente for helping to construct the content of this report.

Executive:

- 100+ events cancelled from March through December 2020.
- We have received the STAR Certification from the Global Bio-risk Advisory Council.
- We played a key role in developing the California Convention Center Coalition and authored the re-opening guidelines to the Governor and the State of California.
- We joined the CalTravel organization and I am now a Board Member. We continue to work with CalTravel on education efforts to the Governor and other elected officials.

Human Resources:

HR continues to work closely with Finance to close out the Paycheck Protection Program (PPP) as it pertains to work hours.

We have chosen to layoff and furlough additional team members as part of our continuance of operations plan. This is due in part to financial strain on the Corporation by continued cancellations of shows into the first quarter and beyond, as well as the anticipated CARES Act support.

Finance:

- We had a successful launch of new retirement platform and initial training complete.
- Annual Financial Statement audit is in full swing. It is going well and will be brought to October Board meeting for acceptance.

Agenda Item 5

- ERP project evaluation completed with selected providers going to Board for approval for project commencement scheduled for October.
- Centerplate contract 2 year extension has been negotiated and coming to the Board today.
- 4th iteration of the budget complete with City discussions and planning underway.
- IT Collaboration with SDTA: Tremendous work accomplished with our SDTA partnership to exchange nightly data through our CRM export for newly added fields.
- Contract renegotiations: We continue efforts to reduce maintenance and insurance costs based on less business and reduced licensed users.
- Regional economic projections: Enhancements continue to be made to the model and we are working with SDTA/CIC research.
- Sales Proforma model is being refined further for future shows.
- PPP loan forgiveness application process continues.

Business Development:

The following are project opportunities are currently under development:

- ***Lobby Advertising:***
 - Planning and permitting continues for the installation of Phase 2. Electrical for these new pieces of equipment is substantially complete.
- ***Service Partners:***
 - Finalized contract extension with FedEx for business services in the building.
 - Finalized contract extension with OnPeak for Housing Services
- ***New Opportunities***
 - We are in discussions with CLEAR, to explore partnership which would potentially provide health screening technology services to SDCC staff and to our clients, while creating potential new revenues source for SDCC through referral agreement.
- ***Hybrid Meetings***
 - We are exploring viability and feasibility of creating broadcast studio at the facility, to allow for more virtual/hybrid meeting options for our clients; discussing concept with other venues who have launched similar service in recent weeks, including Javits, George R Brown, and Baltimore facilities.

Sales:

Short term sales

- We are working with several smaller event planners for possible bookings in 3rd quarter and beyond for 2021.
- Moving forward we will be scrutinizing business opportunities much more closely to ensure a strong ROI for booking the event.

Agenda Item 5

Citywide Sales

- We are working with SDTA on future citywide sales strategy to determine appropriate booking guidelines, key account management, etc.
- We are engaging with contracted clients throughout Q1 and Q2 of 2021 to discuss building re-opening plans and timelines, in an attempt to retain events.
- We are working with some Q1 and Q2 clients to identify alternative date options later in calendar year 2021.
- For those clients that have cancelled their Q1 or Q2 shows, we are working to negotiate liquidated damages payments.
- We are working on new future booking opportunities with SDTA citywide sales team, and working through client requests in collaboration with our attorney, for alternate contractual language related to force majeure, cancellation, insurance, etc., as a result of COVID19.

Convention Services

- We have agreed to move our Convention Services function to the SDTA.

Advertising/Concierge Services

- We cancelled the publication of our attendee guide for FY21; instead staff will potentially produce an on-line digital only version which will be made available when business returns to the Center later this fall.

Venue Operations:

- We have successfully re-negotiated all 7 collective bargaining agreements.
- We created a DRAFT of a Reopening Guide for Clients and shared with 2021 clients.
- Team focus is on finalizing a Staff Guide to Reopening that will lay out mandatory training for all staff prior to returning to work.
- Karen has taken point on revisiting our agreement with the management of our marshaling yard. The yard has been cleaned, all storage trailers have been removed, the owner's representative has contracted a company to de-grub all the bushes between the yard and the riverbed. We're now working with a Chula Vista City Councilman to possibly lease or sub-lease the current yard as a temp Alpha Project shelter site.
- We have received all new 4-stream waste containers; 90 for the exhibit halls and 80 for all public space locations. These were committed to before our shutdown due to Covid19.
- We have received 4,750 meeting room chairs with carts and the final 250 chairs will be arriving soon. These were committed to before our shutdown due to Covid19.
- We met with the County Public Health team to review our Client Re-Opening Guide and Staff Re-Opening Guide. The County health team has offered to send all 3 documents to the state with their support and recommendation.

Agenda Item 5

Shelter to Home Operations:

The San Diego Convention Center has hosted as many as 1385 guests in.

- Our team has responded to over 1,200 logged incidents, most pertaining to medical transports.
- There have been over 7,000 tests done for Covid 19 with only 21 positives.
- The Command team has been developing a “demobilization plan” that will be ready to go into effect once the decision has been made for a targeted transition date.

Centerplate:

There are currently four independent teams working out of two separate kitchens. The method begins with a Health Screener who provides a multi-tier check-in process for employees. This includes daily temperature check, health questionnaire, Hand Washing, UVC light sanitation of personal items, and providing PPE gear before any person enters the kitchen. Next, a Safety Monitor ensures employees are practicing safety measures within the kitchen including: 6ft distancing, breaks to wash hands and change gloves, enforcing PPE requirements, and maintaining all sanitary/cleaning gear for the team. Our Health Ambassador (Senior Exec. Sous Chef, Sufi Karaien) along with GM, Bobby Ramirez, continue to research, update, and oversee safety protocols and have taken effective measures to maintain advanced sanitization of our culinary areas.

Centerplate continues to providing breakfast, lunch, and dinner seven days a week for 1,000+ vulnerable residents of San Diego.

On Site Audio Visual:

On Site has continued to support “Operation Shelter to Home.” Over the next several weeks they are finalizing instructions for their staff so upon return procedures will be in place that meet local and federal guidelines. In addition they have incorporated more virtual meeting technology into their efforts to support our customer’s needs.

Smart City Technical Services:

Smart City is providing ongoing support for the “Shelter to Home” program. They have also developed a business continuity plan that includes a reduction of operating costs. The Smart City team have developed re-entry guidelines and trained their teams. A good deal of time is spent brainstorming ideas to support virtual meetings with their services. The majority of time moving forward is being spent in contact with our customers for service requirements with a focus on the events in late fall/early winter.

Agenda Item 5

Marketing & Communications

- The team has begun a communications campaign for hybrid event services in partnership with ON Site and Smart City.
- As Centerplate reached a milestone of serving 500,000 meals to shelter guests, we used our blog and social media to highlight the use of local suppliers.
- Our Center received a Civilian Group Achievement Award from the San Diego Military Advisory Council for our role in Operation Shelter to Home.
- The shelter continued to attract local and national media coverage, and a visit from U.S. Surgeon General Jerome Adams.
- We lit the sails in support of the event industry's #wemakeevents awareness campaign, women's suffrage, childhood cancer research, and other community efforts.
- We are creating videos for meeting planners to use during their virtual events to promote conventions scheduled to take place in San Diego in future years.
- Collaborating with the Mayor's office on ongoing communications related to the homeless shelter.

Government Affairs and Community Outreach:

We continue to have a presence in the community and to present to local organizations such as

- 8/22/20 Port Tenant's Association Virtual Operation Clean Sweep
- 9/10/20 Presentation to City of SD's Economic Development and Intergovernmental Relations Committee
- Ongoing updates to SD Tourism Authority Membership

On Tuesday, September 15, 2020 we were visited by the U.S. Surgeon General Jerome Adams. He toured the Operation Shelter to Home with Mayor Faulconer.