



SUMMARY REVIEW

FOR THE

**COLORADO COUNTY OFFICIALS AND EMPLOYEES
RETIREMENT ASSOCIATION**

457 DEFERRED COMPENSATION PLAN

June 1, 2014

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INTRODUCTION

This Summary was prepared for the Colorado County Officials and Employees Retirement Association Deferred Compensation Plan (“*Plan*”) as it existed on June 1, 2014; however, Colorado County Officials and Employees Retirement Association (“*CCOERA*”) has the power to amend the Plan from time to time.

Because this is only a Summary of the official governing Plan document, it cannot cover all the details of the Plan or how the rules will apply to every person in every situation. In the event there is any conflict between this Summary and the Plan document, the official Plan document will always be followed in the actual determination of your benefits or rights.

HIGHLIGHTS

Your employer (“*Employer*”) has elected to participate in the Plan, which is designed to provide you with a tax-sheltered means to accumulate retirement savings through your own contributions. Your Employer may also make contributions to the Plan. This summary (“*Summary*”) is provided to explain in easy to understand language how the Plan works and what your benefits and rights, as well as your obligations, are under the Plan.

The following are the highlights of this Summary:

Employee Deferrals	You are eligible to participate in the Plan and make deferrals immediately upon your date of hire.
Age 50 Catch-Up Deferrals	If you are at least 50 years old during the calendar year you may make additional “catch-up” deferrals.
Special Section 457 Catch-Up Deferrals	If the calendar year is one of your last 3 years before your “Normal Retirement Age,” you may make “special 457 catch-up” deferrals in lieu of age 50 catch-up deferrals.
Discretionary Employer Contributions	Your Employer may choose to make discretionary Employer contributions to the Plan.
Investing Your Accounts	You choose how you want to invest your account, whether among a selection of investment funds or through a self-directed brokerage account.
Distributions	The Plan provides distributions in the form of a lump-sum payment or installments. When you retire or terminate employment, you will specify when your benefit payments are to commence.

PARTICIPATION

ELIGIBILITY TO PARTICIPATE

If you are an employee and not excluded from participation as described below, you are eligible to participate in the Plan on your date of employment. If you are a reemployed employee, you may begin participating on the date of your reemployment. All employees are eligible to participate, whether appointed or elected; however, an “employee” for purposes of the Plan does not include any individual who is classified as an agent, consultant, independent contractor or self-employed individual who has entered into an agency, consulting, independent contractor or other similar agreement with an Employer, regardless of whether such person has an employer-employee relationship with a Participating Employer and regardless of any classification as a common-law-employee by any governmental agency or any court of competent jurisdiction.

HOW TO BEGIN PARTICIPATING

In order to become a participant, you must complete the enrollment forms and return them to the person designated on the forms.

Your enrollment materials will specify:

- **Contribution Amount.** The percentage of your compensation which will be contributed to the Plan. See “Your Contributions” below.
- **Investment Choices.** How you want to invest your savings among the Plan’s investment funds. See “Investing Your Accounts” below.
- **Beneficiary Designation.** Whom you want as a beneficiary or beneficiaries to receive your account balance if you die. You can name any person or entity (such as a trust) as beneficiary. If you do not designate a beneficiary under the Plan, any death benefits will automatically be paid to your spouse, or if you have no surviving spouse, then in the following order: children (by representation), or if none, parents (in equal shares), then your estate.

You will begin participating in the Plan the month following the month in which your elections are made. You may revise your elections relating to the amount of your deferrals as often as your Employer permits (but at least once per Plan year), and you may revise your investment options, or your beneficiary designation at any time. Unless your revised election specifies a later effective date, a change in your deferral election will take effect as soon as administratively practicable following the date your change is permitted by your Employer. Your investment change shall take effect as of the date provided by CCOERA, who is the Plan administrator (“*Administrator*”). A change in beneficiary designation will take effect when the election is accepted by the Administrator.

To make initial or changes in elections, please see your Employer or the Administrator.

PLAN CONTRIBUTIONS

COMPENSATION

“*Compensation*” is defined as all cash compensation you receive for services to your Employer, except for certain reductions in compensation, such as deferrals made to the Plan or to other benefit plans of your Employer. “*Compensation*” also includes differential pay, in the event you are on qualified military service. This definition is important because if you choose to participate in the Plan, you will elect to save a portion of your Compensation to the Plan as deferrals.

TYPES OF CONTRIBUTIONS

An account will be established in your name in the Plan which will reflect the value of your contributions. Your account may include your deferrals, Employer contributions, rollover contributions and plan-to-plan transfers (see the Administrators for more information on plan-to-plan transfers). Your account will also reflect your allocable earnings or losses.

Type of Contribution	Description
Employee Deferrals	You may contribute a percentage of your Compensation to the Plan, up to a statutory limit. The statutory limit for 2014 is \$17,500. Thereafter, the limit will be adjusted for cost of living increases.
Age 50 Catch-Up Deferrals	If you are at least 50 years old during the calendar year, you may make additional “catch-up” deferrals. These

Type of Contribution	Description
	catch-up deferrals are in addition to the regular employee deferrals. The statutory catch-up limit for 2014 is \$5,500. Thereafter, the limit will be adjusted for cost of living increases.
Special Section 457 Catch-Up Deferrals	In each of your last 3 years before your “Normal Retirement Age,” you may make “special 457 catch-up” deferrals in lieu of age 50 catch-up deferrals.
Discretionary Employer Contributions	Your Employer may choose to make discretionary Employer contributions to the Plan.
Rollover Contributions	If you participated in a plan of a previous employer, you may be able to rollover amounts that are available to you for distribution from that plan.

YOUR CONTRIBUTIONS

EMPLOYEE DEFERRALS

Your participation in the Plan is completely voluntary. If you decide to participate, you may begin saving in the Plan as of the date of your employment or re-employment. You must simply elect to become a participant by executing a proper election to defer a portion of your Compensation. Contributions in the Plan are in addition to any contributions you may be making to another plan of your Employer.

You may contribute up to \$17,500 in 2014 as Employee Deferrals. This limit may be adjusted after 2014 for cost of living increases.

PRE-TAX EMPLOYEE DEFERRALS

Pre-tax Employee Deferrals avoid current taxation on deferrals and their earnings. This means your current taxable pay is reduced, and therefore your current income taxes are lower. Upon a distribution, the entire pre-tax account – deferrals and earnings, are subject to federal and state taxation.

AFTER-TAX ROTH DEFERRALS

If so elected in the Participation Agreement, your Employer may allow you to designate Employee Deferrals as after-tax Roth Deferrals. Designated Roth Deferrals are taxed as income in the year the contribution is made, but *qualified distributions* of Roth Deferrals and associated earnings are tax free. If Roth Deferrals are permitted, you must affirmatively designate your Employee Deferrals as after-tax; if you fail to so designate all of your deferrals shall be treated as pre-tax Employee Deferrals.

Generally, a distribution is a *qualified distribution* if it is made at least five tax years after your first designated Roth Deferral and is made on or after you attain age 59½, or following your death or disability.

You are always 100% vested in your Employee Deferrals, whether made as pre-tax Employee Deferrals or after-tax Roth Deferrals.

SUSPENSION OF DEFERRALS

Employee Deferrals will automatically be suspended for any period in which there are insufficient funds available to make the entire deduction elected. Employee Deferrals will be automatically reinstated in the next month that you have sufficient Compensation to make the elected deferral.

In the event you are on qualified military leave and receiving differential pay from your Employer, if you elect to take a distribution of your account while on leave, you may not make Elective Deferrals during the six-month period beginning on the date of distribution.

AGE 50 CATCH-UP DEFERRALS

If you are age 50 or older by the end of a Plan year, you may elect to make additional Age 50 Catch-Up Deferrals, up to the maximum Age 50 Catch-Up Deferral amount for the year. If you are eligible to make these Catch-Up Deferrals, you may contribute as Age 50 Catch-Up Deferrals an additional \$5,500 in 2014 and thereafter, until adjusted for cost of living increases. These deferrals are in addition to the basic employee deferrals discussed above.

AFTER-TAX CATCH-UP ROTH DEFERRALS

If so elected in the Participation Agreement, your Employer may allow you to designate age 50 Catch-Up Deferrals as after-tax Roth contributions. Just like Roth Deferrals, age 50 Catch-Up Deferrals that are designated as after-tax Roth Deferrals are taxed as income in the year the contribution is made, but are distributed tax-free (along with tax-free earnings) if the distribution is *qualified* as discussed above.

You are always 100% vested in your Age 50 Catch-Up Deferrals, whether made as pre-tax or after-tax Roth Deferrals.

SPECIAL SECTION 457 CATCH-UP DEFERRALS

If it is one of your last three years before the year in which you attain Normal Retirement Age, you may make Special Section 457 Catch-Up Deferrals. The Plan defines Normal Retirement Age as the earlier of (1) when you attain age 70½, or (2) the date you are eligible for full retirement and unreduced benefits under the CCOERA Retirement Plan and you specify an alternate Normal Retirement Age in writing to the Administrator or your Employer on a special form. You may not specify an alternate Normal Retirement Age earlier than age 55. Once a Special Section 457 Catch-Up Deferral is made, you may not change your Normal Retirement Age; however, you may retire on or after attaining your Normal Retirement Age.

Generally speaking, the Special Section 457 Catch-Up Deferral limit is an amount that equals the lesser of:

1. Two times the amount you may contribute as basic Employee Deferrals (in other words, \$35,000 for 2014); or
2. The sum of an amount equal to:

- a. the combined basic Employee Deferral limit for the current year plus each prior calendar year beginning January 1, 2002 during which you participated in the Plan minus the amount that you actually deferred during those years, plus
- b. an amount equal to the combined basic Employee Deferral limit for each prior calendar year beginning January 1, 1978 and before January 1, 2002 during which you were an employee of the Employer minus the amount you actually contributed to the Plan.

Your Special Section 457 Catch-Up Deferrals may not exceed your total Compensation for the Plan year.

You are always 100% vested in your Special Section 457 Catch-Up Deferrals.

Please see your Employer or the Administrator for more information about Special Section 457 Catch-Up Deferrals.

DEFERRAL OF SICK, VACATION AND HOLIDAY PAY

You may elect to defer accumulated sick pay, accumulated vacation pay, and accumulated holiday pay if you elect the deferral before the beginning of the month in which the amounts would otherwise be paid or made available and you have not yet terminated employment, or if the election is entered into before the amount is currently available.

WHY SAVE IN THE PLAN?

When you save in the Plan, your Employer puts the amount of pay you choose directly into the Plan—instead of into your paycheck.

When contributions are made on a pre-tax basis, it will lower your current taxable pay so that you are taxed on less income for the year. As a result, your current federal income taxes are lower. You eventually will pay federal income taxes on your pre-tax savings, but not until the money is actually paid to you or your beneficiary. State and local taxes may also be postponed. Earnings on your contributions will also be tax-deferred and will not be taxed until they are distributed.

When contributions are made on an after-tax basis (if your Employer permits Roth Deferrals), you make after-tax contributions to the Plan and will take those contributions and associated earnings completely tax-free at retirement as long as the withdrawal is qualified. A qualified withdrawal in this case, is one that is taken five tax years after the year of your first Roth contribution and after you have attained age 59½, become disabled or deceased.

ROLLOVER CONTRIBUTIONS

A “*Rollover Contribution*” is an amount that is available to you for distribution from the plan of a previous employer. By rolling over the distribution directly into the Plan, you continue to defer federal income taxes on your money. You may make a Rollover Contribution even if you are not contributing to the Plan.

Eligible Rollover Distributions. Most types of benefit payments you receive as a participant or a surviving spouse can be rolled over. These types of payments are called “*eligible rollover distributions.*” However, the following types of benefit payments cannot be rolled over: hardship withdrawals, payments attributable to after-tax contributions you made, installment or

annuity payments made over a period of at least 10 years or over your life expectancy or the joint life expectancy of you and your beneficiary, or payments required to be made to you after you have attained age 70½.

Deadline for Rollover Contributions. An eligible payout from a prior employer can be rolled over from your prior employer’s plan at any time. If you make a rollover *after you receive payment* from the prior employer’s plan, (a “participant rollover”) it must be rolled over into the Plan within 60 days of receiving the distribution. If you have recently started employment with the Employer and are eligible to receive a payment from your former employer’s plan, access the Plan participant line or website to obtain the necessary information and to identify the funds that are eligible for rollover. You may also want to consult with a tax advisor before making your decision.

Rollovers of Designated Roth Contributions

The Administrator may accept a direct rollover of an eligible rollover distribution from a designated Roth account from another qualified plan or Roth IRA, but will not accept an eligible rollover distribution of Roth deferrals through a participant rollover as described above. Prior to accepting a direct rollover of an eligible rollover distribution from a designated Roth account, the Administrator will require additional information from the transferring plan or IRA. See your Employer or the Administrator for details.

In-Service Distribution from Rollover Account

If you decide to rollover amounts from another plan, you may request an in-service distribution of all or a portion of the rolled over amounts at any time; provided, however, that an in-service distribution is not permitted from your Rollover Roth account.

EMPLOYER CONTRIBUTIONS

If so elected in its Participation Agreement, your Employer may make contributions on behalf of each participant. If your Employer does elect to make Employer Contributions, the amount you may contribute as Employee Deferrals will be reduced by the amount your Employer contributes.

You are always 100% vested in your Employer Contributions.

INVESTING YOUR ACCOUNTS

MAINTENANCE OF ACCOUNTS

All contributions to the Plan are held in a trust fund. The Trustees appointed by CCOERA are responsible for managing the trust fund, maintaining accurate and detailed records of its assets, and, at CCOERA’s direction, making all distributions under the Plan. The Administrator will establish and maintain one or more accounts on your behalf, as applicable.

The accounts of all participants will be updated each business day of the Plan Year (that is, each day on which the New York Stock Exchange is open) to reflect contributions, distributions, and earnings or losses due to investment performance. Generally, you will receive a statement of your account(s) following the end of each calendar quarter. Alternatively, you may elect to obtain an on-line

statement of your account(s). The on-line statement will replace the quarterly statement mailed to your home address unless you direct otherwise. You may access the Plan participant line or website to obtain further information regarding the on-line statement.

INVESTMENT OPTIONS

Selection of Funds. You may invest your account balances in any one or more of the available funds in the percentages permitted by the Administrator. When you begin participating, you will receive information about the investment funds that are available to you through the Plan. The investment funds represent a variety of investment objectives, and each fund carries a different degree of risk. It is entirely your choice as to which of the investment funds to use for the investment of your account. Neither CCOERA nor your Employer recommend any investment option over another. You will be notified as investment funds are added or deleted.

Self-Directed Brokerage Accounts. You may choose instead to invest your account as a self-directed brokerage account. Brokerage accounts are not limited to a select group of investment options. Rather, you select from the universe of stocks, bonds and mutual funds made available to you through the investment brokerage house. Annual or quarterly fees may apply to this investment method. Fees for each transaction may also apply.

INVESTMENT ELECTIONS

Making Your Initial Investment Decision. When you begin saving in the Plan, or roll amounts over from another plan, you indicate the percentage of your contributions you want to go into each investment fund in multiples of 1%, which must add up to 100%. These elections stay in effect until you make a change. If you have not made an investment election, the contributions to your account will automatically be invested in the Pension Portfolio 3.

Changing Your Investment Decisions. Transfer requests received after close of the New York Stock Exchange on business days, or anytime on non-business days, will be initiated at the close of the next business day. The actual effective date of your transaction may vary depending on the investment option selected. The ability to process transfer requests may be limited or unavailable during periods of peak demand, market volatility, systems upgrades, maintenance or for other reasons. It is recommended that transfer requests be submitted at least 30 minutes prior to close of the New York Stock Exchange. (4:00 p.m. Eastern Time or earlier on some holidays or other special circumstances)

Whenever you initiate a trade, there is a possibility the fund company may reject or delay your trade due to a number of circumstances. If this happens, then the dollar amount will be reinvested in the original mutual fund at the current unit/net asset value as of the day the trade is rejected. This can cause a gain or loss to your account, when units/shares are repurchased on a different day. In addition, some funds have the right to impose redemption fees for different reasons, including "excessive trading". If a fund company imposes such a fee on your trade, the fee will be deducted from your account. If you would like to learn more about the ability of a mutual fund to reject or delay a trade, or their ability to impose redemption or other fees, please refer to the current prospectus and/or disclosure documents for that fund. You may obtain the applicable prospectus and/or disclosure documents from either the Plan participant website or from CCOERA .

TAKING A LOAN FROM YOUR ACCOUNT

If your Employer so elects in its Participation Agreement, you may borrow from your account while you are still working. You do not pay taxes on a loan from your account, provided you repay it to the Plan according to the Plan's loan rules. Your repayment will include the amount that you borrow and the interest portion of your payment. Each payment of principal and interest that you make will be deposited into your account in the Plan. You will be given instructions for your application at the time of your loan request.

BORROWING ELIGIBILITY

If permitted under your Employer's Participation Agreement, you can apply for a loan if you are a Plan participant, if you are an active employee, and if you do not already have one loan under the Plan. See your Employer or the Administrator for details.

LOAN TERMS

Amount of Loan. You can borrow up to 50% of your total vested account balance less your highest outstanding loan balance during the last 12 months, if any. The remaining 50% of your account is security for the loan. The amount available for a loan is determined at the time you request your loan through the Administrator. For purposes of this limitation, plan loans include all loans from all qualified plans maintained by your Employer. You cannot borrow less than \$1,000 or more than \$50,000 (minus your highest outstanding loan balance during the last 12 months, if any). All of your accounts will be considered in determining your maximum permissible loan, however, you may not request a loan from any after-tax Roth Deferrals (including after-tax Catch-up Roth Deferrals and Rollover Roth contributions).

Term of Loan. You can take up to five years to repay a general purpose loan and fifteen years for a loan used to acquire a principal residence. All loans are due and payable in full on the date you terminate service with the Employer.

Rate of Interest and Amortization. All loans shall bear interest at the lending rate determined under the loan policy adopted by the Administrator.

Refinancing. The Plan permits you to refinance an outstanding loan if certain repayment rules are satisfied. A refinancing combines your remaining balance with a new loan amount to be repaid at a new interest rate.

REPAYING YOUR LOAN

You shall have the unlimited right to repay the full amount of any loan prior to the end of its term without penalty. Payments on your loan will be due at such times as the Administrator shall determine but not less frequently than quarterly. Failure to make payments of principal and interest when due shall be included as an event of default with respect to the loan. While you are in the service of the Employer, your loan payments will be automatically deducted from your paycheck.

SPECIAL NOTE: EFFECTS OF TAKING A LOAN

Because a loan is not considered taxable income to you, you will not be required to pay income taxes on any loan you take on your account unless you default. In the event of a default, the outstanding loan balance (including accrued interest) becomes taxable income to you in the year of the default. However, by taking a loan, you lose the opportunity to invest those funds until you repay the loan. Thus, if the interest on your loan is lower than interest you could have made on your investments, the cost of the loan may outweigh its benefits.

UNFORESEEABLE EMERGENCY DISTRIBUTION

Although the Plan is designed to provide for your financial security when you are no longer working, in some circumstances you may want access to your benefits prior to termination of your employment. Consequently, the Plan provides an opportunity to take a distribution while you are working if certain conditions are met.

In the case of an unforeseeable emergency, you may withdraw some or all of your account in order to satisfy the financial need. To qualify, you must have suffered a severe financial hardship that meets the requirements below.

Unforeseeable Emergency. For purposes of the Plan, the following types of expenses or circumstances are considered to constitute a severe financial hardship:

- Expenses incurred for an illness or accident of you, a spouse or a dependent;
- Expenses incurred due to the loss of your home or other property not otherwise covered by insurance;
- Funeral expenses for either your spouse or a dependent;
- Any other expenses determined to be unforeseeable arising as a result of events beyond your control.

Limitations on Unforeseeable Emergency Distributions. Unforeseeable emergency distributions are subject to the approval of the Administrator and the following conditions:

- You cannot withdraw any “extra” money. The amount of your distribution will be limited to the specific amount of the unforeseeable emergency/financial need, plus any taxes that you must pay on the amount withdrawn.
- You must not be able to satisfy the emergency through reimbursement or compensation from insurance or otherwise, by liquidation of your assets, to the extent that the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.
- Neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

The Administrator shall direct the Trustee to make the emergency distribution as soon as administratively practicable after you make a valid request for the distribution. Except as described above, your taking a distribution will not otherwise impair your participation in the Plan or your rights with respect to your account balance.

You may not request an unforeseeable emergency distribution from any after-tax Roth Deferrals (including after-tax Catch-up Roth Deferrals and Rollover Roth contributions).

FINAL PAYMENT OF YOUR BENEFITS

TIMING OF DISTRIBUTION

When you retire or terminate employment, you can elect to receive a distribution of your account as soon as administratively possible, or you can defer payment to a later date. You can postpone the payment of benefits until the April 1 following the calendar year in which you reach 70½ if you have terminated employment.

If you have terminated employment with the Employer but defer payment, you cannot make any further contributions to your account. You can continue to change how your account is invested.

FORM OF PAYMENT

Normal Form. Generally, your account balances will be paid to you in a lump-sum payment.

Optional Forms. You may elect your account balance to be paid in annual installment payments through the year of your death. Alternatively, you may elect that the annual payments be made in monthly or quarterly installments, or installments as you otherwise elect, as long as your election is made and communicated to the Administrator. If you elect installments, you may elect, under procedures established by the Administrator, the extent to which your Roth Deferrals will be used to fund the partial distribution. If you fail to make an election, the Administrator will fund each distribution payment pro rata, based on the value of your Roth Deferrals compared to the value of your pre-tax deferrals.

SPECIAL NOTE: TERMINATION OF EMPLOYMENT

If your balance under the Plan is not more than \$5,000 (as indexed) but is more than \$1,000 when you terminate employment it will be rolled over to an individual retirement account (IRA) designated by the Administrator, unless you elect to take a distribution or roll the account over to your own designated IRA or another employer's qualified retirement plan. For account balances that do not exceed \$1,000, your Employer may, in its discretion, automatically pay out your account to you in a single lump-sum payment.

NOTE - Keep Your Records Current. If the Administrator is unable to locate you at your last address of record, payment of your benefits under the Plan may be delayed. If you decide to postpone distribution of your benefit, it is important that you notify your Employer of any changes in your mailing address and/or name.

MANDATORY DISTRIBUTIONS FOR CERTAIN ACCOUNT BALANCES

If your account balance (excluding rollovers) does not exceed \$5,000, and if you have not received a prior distribution and have not made any deferrals in the prior two years, the Administrator may direct that your total account balance be paid to you in a lump sum payment. This lump sum payment may be made to you, even if you have not yet terminated employment.

PAYMENT OF BENEFITS UPON DEATH

If you die prior to receiving all of your benefits under the Plan, the Trustee will pay the balance of your account to your beneficiary in either a lump-sum distribution, or in annual installments, based on your or your beneficiary's election.

REMINDER

It is important for you to complete a beneficiary designation form whenever your personal circumstances change. Notify your Employer and the Administrator of any changes so that distributions will not be postponed.

TAXATION OF BENEFITS

Special tax rules apply to payments from the Plan, which can affect your decision about the timing and form of payment you receive when you terminate employment with your Employer. The rules are complicated and are subject to change, so you may want to check with a tax advisor before you choose to receive a payment.

Taxation – Pre-Tax Employee Deferrals. Current federal income tax laws do not require you to report as income amounts you contribute to the Plan as Employee Deferrals, Age 50 Catch-Up Deferrals, or Special Section 457 Plan Catch-Up Deferrals, any amounts the Employer may contribute to the Plan or any earnings on any of these accounts. However, when the Trustee distributes your account balance to you, the portion of your account attributable to all pre-tax contributions, Employer Contributions (if any) and the investment earnings credited to any of your pre-tax or Employer Contributions accounts will generally be includable in your gross income for income tax purposes.

Taxation – After-Tax Roth Deferrals. Roth Deferrals are subject to federal income tax and state tax withholding, FICA and Medicare withholding at the time the deferrals are made. In order for the distribution to be “qualified” (and for distributions of earnings to be non-taxable), a Roth Deferral account has to have been in place for five taxable years (from the year of first contribution) and you must take the distribution after the attainment of age 59½, disability or death. Distributions of Roth Deferrals are always non-taxable.

Rollover and Distribution. Before you receive any distribution from the Plan, you will be given information concerning your rollover rights and an election form on which to choose whether to have some or all of your distribution directly rolled to another plan or to an IRA. You should consult your own tax advisor with respect to the proper method of reporting any distribution you receive from the Plan.

CIRCUMSTANCES AFFECTING YOUR PLAN BENEFITS

The Plan is designed to provide you with funds for your financial security when you are no longer working. However, there are some circumstances under which your benefits may be decreased or delayed as follows:

- In general, your benefits cannot be paid to your creditors or assigned by you as collateral. However, if the Administrator receives a court order that constitutes a “*domestic relations order*,” some or all of your benefits may be paid to your spouse, former spouse or other dependents. Please contact the Administrator for more information on the Plan’s rules and procedures regarding domestic relations orders.
- If you elect to defer payment of your benefits but you do not keep the Administrator advised of changes in your name or address, payment of your benefits may be delayed.
- The amount of your benefit will depend on your investment choices. Neither CCOERA nor your Employer is responsible for the investment performance of investment options you choose. Rather, you will be responsible for any resulting losses to your account.

AMENDMENT OR TERMINATION OF THE PLAN

Although CCOERA intends to continue the Plan, CCOERA has the right to amend or terminate the Plan at any time. In addition, your Employer may withdraw from the Plan. If the Plan is terminated, you will receive benefits under the Plan based on your account balance accumulated as of the date of the termination of the Plan.

QUESTIONS?

If you have any questions concerning your benefits, or if you would like to review a copy of the Plan, you should contact your Employer or the Administrator. You may contact the Administrator at:

Colorado County Officials and Employees Retirement Association

Attn: Executive Director

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Littleton, CO 80120

(303) 713-9400

www.ccoera.org

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