SUMMARY OF THE

COUNTY OF SAN DIEGO

INCENTIVE RETIREMENT

DEFERRED COMPENSATION PLAN

This summary describes the County of San Diego
Incentive Retirement Deferred Compensation Plan
as in effect on March 1, 2014

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INTRODUCTION

This summary presents the highlights and an explanation of the County of San Diego Incentive Retirement Deferred Compensation Plan (called the "Plan" in this summary). It will help you understand your benefits and your rights under the Plan.

- If you have questions about the Plan, you may obtain information regarding the Plan from the Deferred Compensation Administrator by calling (619) 531-5840. The Deferred Compensation Administrator also has copies of the official Plan text and the trust agreement, which govern the operation of the Plan and state all of its provisions in detail.

- You can obtain a copy of the official Plan text or the trust agreement for the Plan by contacting the Plan's third party record keeper, Nationwide Retirement Solutions, Inc. ("Nationwide") by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com or by contacting the County Treasurer-Tax Collector, Deferred Compensation Administrator, County of San Diego Incentive Retirement Deferred Compensation Plan, 1600 Pacific Highway, Room 102, San Diego, CA 92101.

- Please note that this is only a summary of the more significant provisions of the Plan. To make the summary as clear and concise as possible, some rules are only described in abbreviated form, and others are not mentioned at all. For this reason, you should read the official Plan text if you need a complete statement of all provisions.

IF THERE IS ANY AMBIGUITY IN THIS SUMMARY, OR IF THERE IS ANY CONFLICT BETWEEN THIS SUMMARY AND THE OFFICIAL PLAN DOCUMENT, THEN THE OFFICIAL PLAN DOCUMENT WILL CONTROL.

HIGHLIGHTS

Providing for a financially secure retirement is, for most individuals, their most important financial priority. The County of San Diego is committed to assisting you in this effort. The Incentive Retirement Deferred Compensation Plan allows you to save money regularly in the Plan. This summary has been prepared to help you understand how you can benefit under the Incentive Retirement Deferred Compensation Plan and to help you begin now to plan for your retirement years.

The County of San Diego (called the "County" in this summary) helps you build your personal future security through the Plan. The Plan offers you a unique opportunity to save with these features:

- You may make a one time, irrevocable commitment to make contributions of 2.5%, 5%, 10%, 15%, 20% or 25% of your pay to the Plan, subject to the maximum limit imposed by law.

- The County will consider your contributions as employer contributions to the Plan (called a "pick-up" contribution). The contribution will not be subject to federal or state income taxes at the time the contribution is made. The employer contributions will be held in an account in the Plan entitled "Employer Account" for your benefit.

- You may also roll over distributions from certain eligible retirement plans, subject to approval by the Deferred Compensation Administrator, into an account in the Plan entitled "Rollover Account" for your benefit.

- You direct the investment of all amounts contributed on your behalf among the available investment funds offered under the Plan. If you do not direct the investment of any amounts contributed on your behalf, your Plan Account (or any portion of your Plan Account for which you have not provided investment direction) will automatically be invested in the Plan Default Investment Fund (see "How Is My Plan Account Invested If I Do Not Select Investment Funds?" below) unless and until you direct otherwise.

- All amounts held on your behalf in the Plan are fully vested and held in trust at all times. This means you are entitled to the value of your Plan Account if you leave the County for any reason.

ELIGIBILITY AND PARTICIPATION

Who Is An Eligible Employee?

Every employee of the County who is classified as either a permanent full-time employee or a permanent part-time employee and is on the payroll of the County is eligible to participate in the Plan except for nonresident aliens with no income from sources within the United States, leased employees, individuals who are not classified by the County as an employee, and those who have entered into a written agreement providing that they are not eligible to participate in the Plan.

An individual's status as an eligible employee will be determined by the Deferred Compensation Administrator in his or her sole discretion and such determination shall be conclusive and binding on all persons. Persons who are not initially treated as employees of the County but are subsequently determined to have been misclassified will not be deemed to be eligible employees retroactively for the period they were misclassified.

When May I Become A Participant?

You may become a participant on the first day of the pay period that follows the date you make the election to participate. If you are an Eligible Employee at the time you are first employed, this election must be made within the first 90 days of your employment with the County. Otherwise, this election must be made within 90 days of the date you become an Eligible Employee.

Participation is voluntary; you may elect not to participate in this Plan.

Enrollment

To become a participant, you must complete an enrollment form. On that form you can elect to make contributions of 2.5%, 5%, 10%, 15%, 20% or 25% of your pay, whatever you select. This election is made one time and may not be changed later with respect to employment with the County. Therefore, the election remains in effect throughout your employment with the County, including periods of reemployment with the County.

On the enrollment form you will be asked to:

- Indicate the percentage of your pay, if any, you want to save;
- Authorize payroll deductions;
- Name a beneficiary; and
- Choose between the different investment options available under the Plan.

After you complete the enrollment form, return it to the Deferred Compensation Administrator.

Once you enroll, you can access your Plan Account by contacting the Plan's third party record keeper, Nationwide Retirement Solutions, Inc. ("Nationwide") by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.**

When Contributions Stop

Under the circumstances listed below, your contributions will stop. However, the assets or funds in your Plan Account will remain in the Plan, and you will continue to direct the investment of the assets or funds in your Plan Account and share in the investment income, gains, expenses and losses of the investment options you select.

Your contributions under the Plan will stop and you will be considered an inactive participant for any period during which:

- You are on an authorized leave of absence without pay, or
- You receive no regular earnings for any other reason, or

You may also suspend your contributions for a minimum of six months if you experience an Immediate and Heavy Financial Hardship Event as described in the section below entitled ""Under What circumstances Can Contributions Be Suspended".

What Happens If I Leave The County And Am Later Rehired?

If you were a participant, leave the County and are later rehired as an Eligible Employee, you become a Plan participant on the first day of the pay period that coincides with or follows your reemployment date. The election you previously made will be reinstated.

Contributions Following Reemployment After Qualified Military Leave

If you become absent from your job due to duty in the uniformed military service and then return to employment with the County, you will be able to resume participation in the Plan upon your return from qualified military service consistent with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA"). You will be permitted to make additional pick-up contributions. The amount of these additional contributions cannot exceed the maximum amount you would have been permitted to contribute to the Plan during the period of qualified military service had you actually been employed by the County during that period, and must also be made within a certain period of time following your reemployment.

For more information regarding your rights under USERRA and military leaves, a VETs directory and additional information is available at www.dol.gov/vets. You can also contact the Deferred Compensation Administrator for additional information.

When Does My Participation End?

Your participation will end when you are no longer an Eligible Employee of the County and your entire Plan Account balances have been distributed.

Under What Circumstances Can Contributions Be Suspended?

Your contribution election is irrevocable for all periods of employment with the County (see "Enrollment" above) except that you may suspend your contributions if you experience one of the permitted immediate and heavy financial hardship events described below ("Immediate and Heavy Financial Hardship Event(s)"). Any such suspension will remain in effect for at least six months from the date your contributions were suspended after which time you must resume your contribution election except as otherwise discussed below.

For purposes of the Plan, the following are Immediate and Heavy Financial Hardship Events:

- Costs directly related to the purchase of your principal residence (excluding mortgage payments) or repair of your principal residence that would qualify for the casualty deduction under Section 165 of the Code (determined without regard to whether the loss exceeds 10% of your adjusted gross income);

- Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for you, your spouse, your primary beneficiary, your children or other dependents (within the meaning of Section 152 of the Code determined without regard to Sections 152(b)(1), (b)(2) and (d)(1)(B));

- Payments necessary to prevent your eviction from your primary residence or foreclosure on the mortgage of your primary residence;

- You experience an immediate and heavy financial hardship due to one of the following events:

    - Your divorce, termination of registered domestic partnership or legal separation from your spouse or registered domestic partner;

    - You acquire a child by birth, adoption (or placement for adoption), legal guardianship or otherwise become financially responsible for the housing and support of a child that would qualify your dependent (within the meaning of Section 152 of the Code without regard to Sections (b)(1), (b)(2) and (d)(1)(B)), regardless of whether you claim the child as a dependent on your tax return;

    - Reduction of your income due to the County's reducing your regularly scheduled hours of employment with the County or a loss or reduction of your spouse's or registered domestic partner's income due to a termination of employment from his or her primary employer or his or her primary

- employer's reducing your spouse's or registered domestic partner's regularly scheduled hours of employment; or

- You file for bankruptcy.

- Payment of expenses incurred by you, your spouse, your other dependents, or your primary beneficiary, for medical care that would be deductible under Section 213 of the Code (determined without regard to whether the expenses exceed 7.5% of adjusted gross income), or amounts necessary to obtain such medical care;

- Payment for burial or funeral expenses for your deceased parent, spouse, child, primary beneficiary or dependent (within the meaning of Section 152 of the Code without regard to Section 152(d)(1)(B)).

For this purpose, "primary beneficiary" means an individual who, in accordance with procedures prescribed by the Deferred Compensation Administrator, is named as your beneficiary (whether by you or Plan provision) and has an unconditional right to all or a portion of your Plan Accounts on your death.

For purposes of the Plan, "registered domestic partner" shall have the same meaning as in Section 297.5 of the California Family Code. This generally means a person with whom you have filed a Declaration of Domestic Partnership with the Secretary of the State of California and the person continues to be your registered domestic partner in accordance with Section 297.5 of the California Family Code. For purposes of the Plan, "spouse" is determined in accordance with applicable federal law. Please contact the Deferred Compensation Administrator for further information.

To suspend your contributions due an Immediate and Heavy Financial Event, you must complete and sign the Plan's 401(a) Hardship Stop Form and certify that all the information provided is true under penalty of perjury. Your contributions will be suspended as soon as administratively practicable after the Deferred Compensation Administrator receives your properly completed 401(a) Hardship Stop Form.

Your contributions will be suspended for at least six months from the date your contributions were first suspended after which time you <u>must</u> resume contributions at your prior contribution election unless you (i) continue to experience the Immediate and Heavy Financial Hardship Event that prompted your prior suspension or experience a new Immediate and Heavy Financial Hardship Event, and (ii) complete and sign a new 401(a) Hardship Stop Form. Your contributions will be suspended as soon as administratively practicable after the Deferred Compensation Administrator receives your properly completed 401(a) Hardship Stop Form. Any such additional period of suspension will remain in effect for at least six months from the date your contributions were suspended after which time you <u>must</u> resume contributions at your prior contribution election unless you once again file a new 401(a) Hardship Stop Form because you continue to experience the Immediate and Heavy Financial Hardship Event that prompted the prior suspension or you experience a new Immediate and Heavy Financial Hardship Event.

EMPLOYEE CONTRIBUTIONS

Who May Contribute?

Once you have enrolled, you make contributions to the Plan at the percentage you elected as long as you are not considered an inactive participant.

How Much?

The amount you elect to contribute, if any, to the Plan is completely voluntary. You may contribute 2.5%, 5%, 10%, 15%, 20% or 25% of your pay. Your contributions to the Plan may be limited as described below under the section entitled "Contribution Limitations."

What Counts As "Pay"?

The word "pay" means your "W-2" taxable pay paid to you for services rendered to the County while you are a Plan participant. Also included are contributions to this Plan which the County has "picked up," your contributions to the San Diego County Deferred Compensation Plan, any pre-tax contributions you make under a Section 125 plan, and any qualified transportation fringe benefits provided to you by the County. Pay does not generally include compensation in excess of the annual dollar limit set by federal law ($260,000 in 2014).

"Pay" may also include (i) amounts paid to you by the later of 2 ½ months after your termination of employment or the end of the calendar year which includes your termination of employment, if such amount would otherwise have been included in compensation had it been paid prior to your termination of employment, and (ii) amounts paid by the County on your behalf when you are not performing services as an employee due to qualified military service. Please contact the Deferred Compensation Administrator for more information regarding what constitutes "pay" for purposes of making contributions to the Plan.

Election To Contribute

When you first become a participant, you will specify on the enrollment form what percentage you wish to contribute. The percentage you have elected will be deducted from each of your paychecks. Please note that when you elect a percentage of your pay to be withheld, the <u>dollar</u> amount of your contribution will adjust automatically if your pay changes.

Remember, your contribution election is irrevocable for all periods of employment with the County except that you may suspend your contributions if you experience an Immediate and Heavy Financial Hardship Event (see "Under What Circumstances Can Contributions Be Suspended" above).

Rollover Contributions

If you are an Eligible Employee (as defined above), you may make Rollover Contributions to the Plan by contacting Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.** Rollover Contributions are certain distributions of pre-tax amounts from eligible retirement plans that are rolled over to the Plan within 60 days of their receipt by the Eligible Employee or that are directly transferred to this Plan from another eligible retirement plan. An “eligible retirement plan” for this purpose means a qualified 401(a) plan, 403(a) qualified annuity plan, 403(b) tax-sheltered annuity plan, an eligible 457(b) plan maintained by a state or local governmental agency, or an individual retirement account. This Plan will not accept a rollover of after-tax contributions.

What Are Employer Contributions?

The County Board of Supervisors has agreed to “pick up” the amount of your contributions and consider them as “employer contributions” under certain Internal Revenue Code rules. Under those rules, all of your contributions will be considered as wages which are redirected into the Plan and are therefore employer contributions not subject to federal or state tax at the time of contribution. However, employer contributions are subject to FICA taxes (including the Old-Age, Survivor and Disability Insurance (“OASDI”) tax and the Medicare tax), if those taxes apply to you.

The employer contributions will generally be contributed to the Plan with each payday.

Your contributions to the Plan will also reduce your “includible compensation” otherwise eligible for deferral under the San Diego County Deferred Compensation Plan.

How Are Employer Contributions Allocated?

Your share of the total employer contribution to the Plan for each Plan Year is that amount of your contributions which the County has picked up as an employer contribution. These amounts will be held in an Employer Account in the Plan established in your name.

THE ADVANTAGE OF THE EMPLOYER "PICKUP"

Because contributions picked up by the County come out of your pay before either federal income taxes or California state income taxes are imposed, the amount contributed is not considered part of your current income for income tax purposes. Therefore your current taxable income is lower, as are your income taxes. You do not pay income taxes on the contributions (or the earnings on such contributions) until you receive them in a distribution from the Plan which provides you more money to invest on a tax-deferred basis.

Below is a simplified example. It assumes a person is married and has the taxable income stated in the example.

Example: Suppose a participant is married and filing jointly, earns $40,000 in 2014 and decides to save 10% of his or her earnings (or $4,000) under the Plan.

	Savings Without Pickup	**Savings With Pickup**
Annual Salary	$40,000	$40,000
Pickup Savings	- 0	- 4,000
Taxable Income	$40,000	$36,000
Less Taxes:		
FICA[1]	- 3,060	- 3,060
Federal Income Tax[2]	- 5,093	- 4,493
Net Pay	$31,847	$28,447
Increased Net Pay available for Savings Outside Plan ($31,847-$28,447)	$3,400	$0
Savings Within Plan	$0	$4,000
Net Amount Available for Investment	**$3,400**	**$4,000**

As you can see, contributions to the Plan with the County pickup gives this person **$600.00 (= $4,000-$3,400)** more to save and invest. Also note that most states, including California, do not tax your "pick-up" contributions, so a person could defer state income taxes as well.

[1] This amount reflects both the Old-Age, Survivor and Disability Insurance ("OASDI") portion and the hospital portion (Medicare) of the FICA taxes. General Employees have both the OASDI and Medicare tax withheld (a combined 7.65%, subject to a dollar limit on OASDI). Deputy Sheriffs and Safety Employees hired after April 1, 1986 have only the Medicare tax withheld (1.45%).

[2] For purposes of the example, the federal income tax rate is assumed to be 10% of the first $18,150 and 15% of the amount in excess of $18,150. This example does not consider the effect of state taxes. Actual tax rates and taxable amounts are subject to change and will vary.

HOW PLAN ACCOUNT BALANCES COULD GROW

Below is an example of how Plan Account balances could grow. It assumes the participant's pay is $40,000, a contribution of 10% of pay is elected, and the Plan Account earns a 7% average annual return. For simplicity, the example also assumes no salary increases.

Assuming a $4,000 contribution each year into the Plan ($40,000 x 10%), this participant's Plan Account balance would grow to $18,722 after 5 years, $39,370 after 10 years, $68,330 after 15 years, $108,948 after 20 years and $165,918 after 25 years.

CONTRIBUTION LIMITATIONS

The Internal Revenue Code imposes certain limitations on the total amount that may be allocated each year to an individual participant. The limit in 2014 is the lesser of $52,000 or 100% of the participant's annual compensation during the limitation year (i.e., the Plan Year which is the calendar year). All contributions allocated to you under the Plan and any other defined contribution plans maintained by the County count against the limit in their entirety. Also, if a contribution is made by mistake, contributions may be returned to the County.

YOUR PLAN ACCOUNT

When you join the Plan, the following Plan accounts will be maintained in your name:

- Employer Account
- Rollover Account (if applicable)

When the term "Plan Account" is used in this summary, it refers to all of your accounts listed above.

INVESTMENT OPTIONS AND RISKS

All County pick-up contributions on your behalf and Rollover Contributions to the Plan are placed in a Plan Account in a trust fund maintained for the Plan by the Trustee. The Plan permits you to direct and diversify the investment of your Plan Account among several investment funds. You should select an investment fund - or a combination of investment funds - that meets your requirements and that involves a level of risk that you find acceptable. Please contact Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com for the latest information regarding investments available under the Plan (including prospectuses).

If for some reason you do not have a valid investment direction in place for all or a portion of your Plan Account, that portion of your Plan Account will automatically be invested in the "Plan Default Investment Fund" as described in the section below entitled "How Is My Plan Account Invested If I Do Not Select Investment Funds?". Amounts invested in the Plan Default Investment Fund will remain so invested unless and until you direct the investment of such amounts.

The Plan is intended to satisfy the provisions of California Government Code section 53213.5, which provides that the County shall be relieved of liability for losses that arise from a Participant's investment decisions.

Investment Risks

You should appreciate that each of the investment funds is subject to a degree of investment risk and that the different funds available under the Plan are exposed to different kinds and levels of risk. In general, fixed-income investments such as bonds are subject to a risk of principal loss when interest rates rise and to possible defaults in the payment of interest or the repayment of principal, whereas equity investments in business enterprises (e.g., stock of the enterprises) depend on market perceptions of the expected profitability of the enterprises. Both are also affected by general economic and market conditions. Short-term money-market type investments historically offer a lower risk of loss of principal, but also generally provide a lower average rate of return (that may not be better than the rate of inflation). This presents the risk that your money may not grow enough to meet your needs in retirement. None of the investment funds offered under the Plan is insured by any government agency, nor does the County provide any guarantee with respect to the funds. You should recognize that any investment fund could incur losses.

Deciding On An Investment Strategy

No matter what your age and investment aims, it is important to make sure that you choose a mix of stocks, bonds and other investments properly geared to your age, stage in life and particular circumstances. As people approach retirement, financial goals and risk tolerance gradually change. To invest successfully, your portfolio mix should reflect those changing requirements.

You can obtain investment information and investment educational modules through the Morningstar Retirement Manager on the Plan's website at www.mydcplan.com. This information is available to you without charge.

Individualized investment advisory services are also available through the Morningstar Retirement Manager at your election and currently available to you free of charge. Additional information regarding the Morningstar investment advisory services is available on the Plan's website at www.mydcplan.com**.** While the Morningstar investment advisory service is currently made available to you free of charge, availability and fees are subject to change as determined by the Deferred Compensation Administrator.

Administrative Expenses

Most fees and expenses of the Plan, including Trustee and other administrative expenses of the Plan, will be paid from the trust fund, to the extent not paid by the County. The Deferred Compensation Administrator has complete discretion to determine (i) whether a Plan expense shall be paid from the trust fund, and (ii) whether a service provider shares revenue with the Plan and, if so, the manner in which such revenue is shared.

For information regarding expenses of a particular investment fund you should refer to the fund's prospectus (or other investment materials) available through Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at **www.mydcplan.com**.

Plan Valuations

Your Plan Account is typically valued each day that the New York Stock Exchange is open for business and adjusted to reflect the current market value of the investment fund(s) in which your Plan Account is invested. Investment earnings, gains and losses of an investment fund are allocated to your Plan Account balance in that fund.

Plan Account Statements

At least once each quarter you will receive a statement from the Plan. This statement tells you how much your Plan Account was worth at the last statement date, how much money was contributed on your behalf and the amount of investment earnings or losses that were allocated to your Plan Account.

INVESTMENT OF YOUR PLAN ACCOUNT

Investment Elections

You direct how your Plan Account is invested. You may choose to have contributions invested all in one fund, or allocated among several funds. Any earnings that accrue in an investment fund are automatically reinvested in the same fund.

How Do I Select The Investment Funds In Which My Plan Account Is Invested?

When you first enroll in the Plan, you also specify the investment fund(s) in which you want to invest contributions. You can choose to have your Plan Account invested in any one or more of the investment funds in a whole percentage.

You have several investment options available under the Plan. The details of the funds currently available are provided in separate brochures or prospectuses, which contain a description of the fund's objectives, investment performance history and costs associated with the investment.

For purposes of directing the investment of your Plan Account, you may obtain, upon request, the following information from Nationwide:

- a description of the annual operating expenses of each designated investment alternative (e. g., investment management fees, administrative fees, transaction costs), and the aggregate amount of such expenses expressed as a percentage of average net assets of the designated investment fund;

- copies of any prospectuses, financial statements and reports, and of any other materials relating to the investment funds available under the Plan, to the extent such information is provided to the Plan;

- a list of the assets comprising the portfolio of each designated investment fund, the value of each such asset (or the proportion of the investment fund which it comprises), and, with respect to each such asset which is a fixed rate investment contract issued by a bank, savings and loan association or insurance company, the name of the issuer of the contract, the term of the contract and the rate of return on the contract;

- information concerning the value of shares or units in designated investment fund available to you under the Plan, as well as the past and current investment performance of such funds, determined, net of expenses, on a reasonable and consistent basis; and

- information concerning the value of shares or units in designated investment funds held in your Plan Account.

Please contact Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com for the latest information regarding investments available under the Plan.

How Is My Plan Account Invested If I Do Not Select Investment Funds?

If you do not make an affirmative investment election, your Plan Account (or any portion of your Plan Account for which you have not provided investment direction) will automatically be invested in the Plan Default Investment Fund and will remain there unless and until such time as you make an affirmative election to direct your investments. This could happen if you fail to make an investment selection for any reason including the elimination of an investment fund available under the Plan. The Plan Default Investment Fund is intended to qualify as a "qualified default investment alternative" under Section 404(c)(5) of ERISA.

The current Plan Default Investment Fund is the target date life cycle fund selected by the Deferred Compensation Administrator with the target date closest to the year in which you would turn age 65.

Target date life cycle funds are intended to provide diversified exposure to stocks, bonds and cash with an optimal level of return and risk based solely on the fund's specific target retirement date. The funds generally become more conservative as the target retirement date approaches. You can obtain detailed investment information about the Plan Default Investment Fund (including a prospectus) by contacting Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.**

May I Change My Investment Instructions?

Yes, you can change your investment directions except as provided below. Investment changes can apply for future contributions only or for amounts contributed in the past as well as future contributions. Investment changes can also apply to amounts that have been invested in a Plan Default Investment Fund because you did not previously make an election.

Importantly, and notwithstanding anything in this summary to the contrary, transfers from one investment to another investment that exceed certain quarterly or calendar year limits must be made in writing. As a general rule, you may make 6 "trades" per calendar quarter, 11 trades per consecutive calendar quarters and 20 trades per calendar year before restrictions apply. For this purpose, a "trade" means all transfers from one investment to another investment prior to the close of business on a given day. You can obtain more information regarding trading restrictions by contacting Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com.

What Fees, Charges or Expenses Apply To A Particular Investment Fund?

You should refer to the prospectus, brochure or other investment materials for a particular investment fund for details regarding the fees, charges and expenses associated with a particular investment fund including management fees and charges related to the purchase or sale of investment funds. You may obtain copies of these investment materials by contacting Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.**

Special Notes: Trading Restrictions On Investment Election Changes

Recently there has been much scrutiny surrounding mutual fund investments, including the issues of market timing, sometimes referred to as short-term trading or disruptive trading, and late trading. Market timing is a type of excessive trading which occurs when the same individual repeatedly buys and sells fund shares quickly to take advantage of price changes over short periods of time. Late trading occurs when shares are traded based on news released after the market closes or on the direction the futures markets indicate the next day's opening will take.

To help protect the interests of all investors, a mutual fund may establish certain rules around transfer privileges that are allowed for that fund. Expenses of each mutual fund, including costs associated with transfers, are borne by all investors in that mutual fund regardless of their individual trading activity. Excessive or disruptive trading increases the expenses of the mutual fund and reduces the mutual fund earnings for all mutual fund shareholders. Late trading reduces the mutual fund earnings for all mutual fund shareholders.

It is your responsibility as an investor in a mutual fund to understand and abide by the rules of that mutual fund, as described in its prospectus. As an investor, you have the privilege of transferring the existing balances in your Plan Account among the mutual funds within a carrier and between carriers. However, certain mutual funds may include policies and procedures that restrict the ability of fund investors to engage in frequent transfers of funds, late trading and other investment activities that may increase the expenses of the fund or reduce the fund earnings for all fund shareholders. Those mutual funds may temporarily or permanently terminate the transfer privilege or impose other sanctions if your trading activity violates the restrictions imposed by a mutual fund.

The particular rules associated with a mutual fund are set forth in its prospectus. Most mutual funds prohibit disruptive trading.

Additionally, the Deferred Compensation Administrator may, in its sole discretion, impose restrictions on the ability of participants to engage in frequent transfers of funds, late trading, and other investment activities that may increase the expenses of the mutual fund or reduce the fund earnings of other participants that are mutual fund shareholders. However, you will be notified in advance if such restrictions are imposed.

Importantly, and notwithstanding anything in this summary to the contrary, transfers from one investment to another investment that exceed certain quarterly or calendar year limits must be made in writing. (see “May I Change My Investment Instructions?” above).

BORROWING FROM YOUR PLAN ACCOUNT

You may also be able to borrow against your Plan Account. You can apply for a loan by contacting Nationwide or the Deferred Compensation Administrator for the application forms.

Loans are administered by Nationwide in accordance with the terms of the Plan. Before a loan is made to you, you must enter into a legally enforceable loan agreement that is secured by your Plan Account and execute such other forms as the Deferred Compensation Administrator may require for payroll withholding of your loan payments.

What Is The Minimum and Maximum Amount I May Borrow From My Plan Account?

The minimum loan amount is $1,000; the maximum loan amount is the lesser of:

- $50,000 or
- one half of your total Plan Account balance.

The $50,000 is reduced by the highest loan balance you had outstanding under an old loan during the 12 months before you applied for the new loan, if any.

Will I Have To Pay Any Fees For Taking a Loan?

Yes. A loan set-up fee of $50.00 will be deducted from your Plan Account. An annual loan administration fee of $50.00 will be deducted from your Plan Account on each anniversary of the date the loan was made until you have paid the loan in full. These fees are subject to change as determined by the Deferred Compensation Administrator.

How Many Loans May I Have Outstanding At One Time?

You may have only one loan outstanding at any time (so you must pay off an existing loan before you can have a new one). For this purpose, a loan in default is treated as an outstanding loan (see “What Happens If I Fail To Timely Repay My Loan?” below).

What Is The Interest Rate?

The interest charged on loans is set at the prime rate published in The Wall Street Journal two weeks prior to the end of the most recent calendar quarter, plus 1%. This rate is subject to change as determined by the Deferred Compensation Administrator. Payments of interest (as well as repayments of principal) will be credited to your Plan Account and reinvested.

If you go on leave in order to perform eligible service in the uniformed services, the maximum amount of interest that may be charged on your loan during the period of service is 6% (or such other amount determined under applicable law) provided you notify the Deferred Compensation Administrator of your service and desire to have the adjustment made within 180 days of the date your period of service ends. You should contact the Deferred Compensation Administrator for further details on this program.

What Is The Maximum Repayment Period?

The maximum period for a loan is five years (or up to 10 years if the loan is for the purchase of a principal residence). If your loan is for the purchase of your principal residence, you must sign a Primary Residence Certificate form and provide Nationwide with a copy of the contract or other documents relating to the purchase as Nationwide may request.

You may repay a loan in full, without penalty, at any time. If you should terminate employment during the repayment period, your unpaid balance will be due and payable immediately except as discussed below under "How Do I Repay My Loan". For tax purposes, the amount used to pay off your loan is treated as if it had been distributed to you in cash and you should carefully review the Plan's Section 402(f) Notice (see "What Are The Tax Consequences?" below).

How Is The Cash For A Loan Generated?

After you have agreed to the terms of a loan, amounts will be liquidated from your Plan Account in accordance with procedures established by the Deferred Compensation Administrator. The cash will be transferred to a loan account for your benefit, and from there it will be disbursed to you by check. Of course, you will no longer participate in any gains, losses, and earnings on the investments that were liquidated to fund your loan. Instead, your Plan Account will receive your loan payments.

How Do I Repay My Loan?

Loan repayments while you are receiving pay from the County are made automatically by payroll deduction. Under circumstances in which you are not receiving pay from the County, or your pay is insufficient to cover your loan repayment, you are obligated to make arrangements with Nationwide to have your loan payments made through your bank account by personal check. A $50.00 insufficient funds fee will be deducted from your Plan Account if there are insufficient funds to cover the loan payment.

If your employment ends and you have an outstanding loan, your Plan Account will be reduced by the amount of the loan you have not repaid. Notwithstanding the foregoing, if you are rehired by the County within 30 days of the date your employment ends, you may instead opt to resume loan payments in accordance with the terms of the your loan in accordance with procedures established by the Deferred Compensation Administrator.

What Happens To My Loan Repayments?

The loan repayments will be reinvested in the investment fund(s) shown in your most recent investment election.

What Happens If I Go On An Approved Leave Of Absence?

If you go on an approved leave of absence without pay or at a rate of pay (after income and employment tax withholding) that is less than the amount of an installment payment required under the loan, then you may be able to suspend payments until the earliest of (a) one year from the date your last payment was due; (b) the end of the authorized leave of absence; or (c) the end of the loan term. A suspension will not extend the term of the loan and interest will continue to accrue during the suspension. A written request for suspension of loan repayment during a leave of absence must be submitted for approval to the Deferred Compensation Administrator.

If you go on leave in order to perform eligible service in the uniformed services, your loan payments may be suspended for the period of the military leave. Interest shall continue to accrue during the suspension. Loan repayment must resume upon completion of military service. The frequency and amount of each payment due after completion of military service may not be less than the frequency and amount of payments under the loan prior to the military leave. The loan must be repaid in full, including the interest that accrues during the period of military service, by the end of the period equal to the original term of the loan plus the period of such military service. A written request for suspension of loan repayment during military leave must be submitted for approval to the Deferred Compensation Administrator.

However, if your original loan term was less than five years, then you may extend the term of repayment to five years from the date of your original loan term plus the length of the military service, provided that repayments resume in substantially level installments so that the loan is repaid by you no later than the end of the maximum permitted loan term.

What Happens If I Fail To Timely Repay My Loan (i.e., You Default)?

You will be considered in default if you fail to make the scheduled payment within 30 days of the date it was due. Once you are considered in default, loan payments will be suspended for up to 60 days or until 30 days before the end of the term of the loan, whichever occurs first (the "suspension period"). If you do not resume payments and fully repay the outstanding loan by the end of the suspension period the amount of outstanding principal, and interest through the last day of the suspension period, is treated as a taxable distribution. A default fee of $50.00 will be deducted from your Plan Account if you default on your loan and fail to cure the default by the end of the suspension period in accordance with procedures established by the Deferred Compensation Administrator.

What Are The Tax Consequences?

The amount you borrow does not constitute a taxable distribution. However, if you do not repay your loan as payments are due, the unpaid balance of principal and interest (as described above) will be deemed, for tax purposes, to be a taxable distribution from the Plan. In that case, you will generally be subject to the same tax consequences as if you received a distribution from the Plan.

The rules regarding taxation of distributions from qualified retirement plans (like the Plan) are complex and you should carefully review The Plan's Internal Revenue Code Section 402(f) Notice ("Section 402(f) Notice") before taking a loan or failing to timely repay your loan. You can obtain a copy of the Plan's Section 402(f) Notice by contacting Nationwide at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com.

VESTING

Your Plan Account is fully vested at all times.

DISTRIBUTION OF YOUR PLAN BENEFIT

When Will I Receive Payment?

If your employment terminates for any reason, your Plan Account becomes payable.

You can elect to receive payment immediately. Your Plan Account will be distributed to you as soon as administratively practicable after Nationwide receives your properly completed distribution election form. You may also elect to defer payment of your Plan Account (see "May I Delay Receiving My Plan Account?" below).

What Are My Payment Options?

Payment of your Plan Account may be made in one or more of the following forms:

- A lump sum payment, which provides for a single payment of the entire value of your Plan Account.
- A partial lump sum payment. You must make an additional election(s) for the remaining value of your Plan Account.
- A fixed dollar payment (a specified amount paid to you until your Account balance is zero. The final payment may be less and the number of payments you receive will vary depending on any earnings and gains or losses and expenses.
- A fixed period payment (your Plan Account will be paid to you for the number of years you select). The actual dollar amount will vary depending on any earnings and gains or losses and expenses and the duration requested.
- Such other form of payment as may be permitted by the Deferred Compensation Administrator.

Special Note: For systematic withdrawals, benefit payments may be accelerated if certain Internal Revenue Service requirements are met. Also, the Plan must follow certain Internal Revenue Service rules regarding minimum payment amounts to participants under certain payment forms described above. You can obtain more information regarding optional forms of payment and applicable Internal Revenue Code requirements by contacting Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com.

If you do not elect a form of payment by the time that payment of your Plan Account is to be made, you will receive payment in accordance with the Internal Revenue Code requirements regarding minimum required distributions.

When Is My Plan Account Valued?

Your Plan Account is typically valued each day that the New York Stock Exchange is open for business. When you terminate employment and take a distribution, the value of your Plan Account is determined and distributed as soon as administratively practicable after Nationwide receives your properly completed distribution election form (subject to the Deferred Compensation Administrator's approval).

<u>May I Delay Receiving My Plan Account?</u>

Yes, you may delay receiving your Plan Account until the latest time described in this paragraph (or, your "Required Beginning Date"). If you terminate employment before you reach age 70 ½, you may delay distribution of your Plan Account until April 1 of the calendar year following the calendar year in which you attain age 70 ½ . If you terminate employment after you reach age 70 ½ , you may delay distribution of your Plan Account until April 1 following the later of (1) the calendar year in which reach age 70 ½ ; or (2) the calendar year in which you retire.

In all cases, your Plan Account will be distributed as soon as administratively practicable after the valuation date which follows the date Nationwide receives your properly completed distribution election form (subject to the Deferred Compensation Administrator's approval).

Until such time as you receive a distribution of your Plan Account, you may continue to direct the investment of your Plan Account into the same investment funds available under the Plan to active participants. In the absence of such direction for all or a portion of your Plan Account, your Plan Account will be invested in the Plan Default Investment Fund as described above in the section entitled "How Is My Plan Account Invested If I Do Not Select Investment Funds?".

<u>May I Use My Plan Account To Purchase Service Credits Under The County Of San Diego Retirement System?</u>

You may be able to use your Plan Account to purchase permissive service credits under the San Diego County Employees Retirement Association in a direct trustee-to-trustee transfer. Please contact the Deferred Compensation Administrator for more information regarding such transfers.

<u>May I Use My Plan Account To Pay Health Insurance Premiums?</u>

Yes. If you terminated employment from the County as a public safety officer due to disability or retirement, you may be eligible to use amounts in your Plan Account to pay for certain health insurance premiums. Payments must be made by the Plan directly to your provider and the maximum annual amount of all such payments is $3,000 (or such other amount permitted under the Internal Revenue Code). Any such payments will be made in accordance with procedures established by the Deferred Compensation Administrator. Please contact the Deferred Compensation Administrator for eligibility and other details.

DEATH BENEFITS FROM THE PLAN

What Will My Beneficiary Receive?

If you die before everything in your Plan Account has been paid to you, your beneficiary will receive the balance after filing a claim on the appropriate form. Your beneficiary may elect any optional form of payment available to Plan participants except as otherwise provided in the Plan. If your beneficiary does not elect a form of payment, your Plan Account will be distributed in accordance with the Internal Revenue Code requirements regarding minimum required distributions.

Who Is My Beneficiary?

You can designate one or more persons to be your beneficiary under the Plan - for instance, your spouse, your domestic partner (regardless of whether your domestic partner qualifies are your "registered domestic partner (see below)), your children or other person. The designation is made by completing and filing the proper form with Nationwide. You can change your beneficiary (or beneficiaries) at any time by filing a new form with Nationwide, but no designation is valid unless it is received by Nationwide on a properly completed form before your death. You can request a beneficiary designation form from Nationwide at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.**

If you do not have on file with Nationwide an effective beneficiary designation form at the time of your death, then your Plan Account will be paid to the following beneficiaries in the order listed:

- your surviving spouse or registered domestic partner, if any;
- if you are not survived by a spouse or registered domestic partner, then to your surviving children, if any, in equal shares; and
- if you are not survived by a spouse, registered domestic partner or any children, then to your estate.

For purposes of the Plan, "registered domestic partner" shall have the same meaning as in Section 297.5 of the California Family Code. This generally means a person with whom you have filed a Declaration of Domestic Partnership with the Secretary of the State of California and the person continues to be your registered domestic partner in accordance with Section 297.5 of the California Family Code. For purposes of the Plan, "spouse" means your legal spouse as determined in accordance with applicable federal law. Please contact the Deferred Compensation Administrator for further information.

HOW TO APPLY FOR YOUR BENEFITS

Where And When Should I Apply?

Nationwide will assist you in applying for your benefits. You can contact Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com**.** To ensure timely payment, you (or your beneficiary) should file the appropriate forms as soon as possible. The forms must be completely filled out and signed. All distribution requests are subject to the approval of the Deferred Compensation Administrator.

HOW YOU CAN LOSE YOUR BENEFITS

Your Plan benefit may be lost or substantially reduced in certain situations, including the following:

- The value of any Plan Account may decline due to your investment selections and general market conditions (see "INVESTMENT OPTIONS AND RISKS" above).

- If you (or your beneficiary) do not provide the County with your (or your beneficiary's) most recent address and you (or your beneficiary) cannot be located. Therefore, you should always keep the County and the Deferred Compensation Administrator advised of your current address.

- If the Plan is required to pay all or a portion of your Plan Account to your spouse, former spouse or a dependent under the terms of a domestic relations order (made in accordance with applicable federal law) that has been approved by the Deferred Compensation Administrator.

- If certain requirements of federal tax law are not satisfied in any year, the level of contributions may be reduced or returned.

- If the Deferred Compensation Administrator finds it necessary to recalculate the balance of your Plan Account because of corrected data that it receives.

- Your claim (your beneficiary's claim) for benefits under the Plan is denied and you (or your beneficiary) fail to timely follow the Plan's claims and appeal procedures (see "If My Claim Is Denied, What Further Action May I Take?" below).

ASSIGNMENTS PROHIBITED

The Plan provides that your interest in your Plan Account, or your rights to any distribution from the Plan, cannot be assigned to anyone else. This means that you cannot voluntarily or involuntarily assign your Plan Account for the benefit of creditors, or to satisfy garnishments, attachments and similar procedures. You also cannot use your Plan Account as collateral for a loan. However, the creation, assignment or recognition of a right to all or part of your Plan benefit pursuant to a domestic relations order (made in accordance with applicable federal law) is not prohibited provided the Deferred Compensation Administrator has determined that such order is acceptable under the terms of the Plan.

FEDERAL INCOME TAX CONSEQUENCES OF PLAN PARTICIPATION

The Plan is intended to meet the qualification requirements of Section 401(a) and related provisions of the Internal Revenue Code. As long as the Plan remains qualified, participants in the Plan will not have to recognize current taxable income for federal or state income tax purposes due to contributions made to the Plan.

Federal Income Tax Consequences Of Distributions

In general, when a participant receives his or her Plan benefit after retirement or termination of employment, he or she will be taxed on the total value of the distribution as ordinary income. When a Plan benefit is distributed to the Participant directly in a lump sum, or in installment payments made over a period of less than 10 years, 20% of the taxable amount of the payment must be withheld for federal income tax purposes.

The rules regarding taxation of distributions from qualified retirement plans (like the Plan) are complex and you should carefully review the Plan's Section 402(f) Notice before making any election regarding distribution or rollover from the Plan. You can obtain a copy of the Plan's Section 402(f) Notice by contacting Nationwide at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com. You may also wish to seek advice from an experienced tax advisor before making any election regarding distribution from the Plan.

Rollovers And Transfers To Other Qualified Plans

A participant whose employment has terminated may elect to have all or any portion of his or her Plan benefit transferred directly to a traditional individual retirement account (IRA) or to another type of eligible retirement plan that accepts rollovers (known as a "direct rollover"). In a direct rollover, rather than receiving a check made payable to you, you authorize the County to transfer your Plan benefit directly to a traditional IRA set up in your name or to your account established under another type of eligible retirement plan. An "eligible retirement plan" means a traditional IRA, a qualified 401(a) plan, a "403(b)" plan maintained by certain tax-exempt entities, or a "457(b)" plan maintained by a governmental employer. When the Plan benefit is directly transferred to an eligible retirement plan, the 20% federal income tax withholding will not apply. Alternatively, you may elect to receive a check made payable to you (with 20% of the taxable Plan benefit withheld), and then deposit this amount into a traditional IRA or another eligible retirement plan within 60 days after receipt of the distribution (known as a "regular rollover"). However, unless you also contribute to the IRA or other eligible retirement plan, from your own funds, an amount equal to the 20% withheld, you will have to pay tax on the 20% that was not rolled over.

You may also make a direct rollover to a Roth IRA. The rules governing Roth IRAs (and rollovers to Roth IRAs) are complicated and you should speak with your personal tax advisor prior to rolling over funds to a Roth IRA.

Payments to Surviving Spouses, Alternate Payees and Beneficiaries

In general, the rules summarized above for payments to Plan participants also apply to payments to surviving spouses (as determined under applicable federal law) of Plan participants and to a spouse or former spouse who is an "alternate payee" under a domestic relations order that the Deferred Compensation Administrator has determined to be acceptable under the terms of the Plan and applicable federal law. Thus, if a distribution is a type that can be rolled over, the person may elect to receive the distribution or roll it over to a traditional IRA or eligible retirement plan that accepts rollovers.

If your beneficiary under the Plan is someone other than your surviving spouse or an alternate payee, he or she may be able to elect either a direct rollover to an IRA or to receive the Plan benefit (but may not elect to rollover the Plan benefit to another eligible retirement plan). For this purpose, your beneficiary may be your domestic partner (regardless of whether he or she is your registered domestic partner), your parent, your sibling or your child, among others. The IRA will be treated as an inherited IRA. If the beneficiary is not eligible to elect a direct rollover, he or she must receive the Plan benefit and must recognize the amount in income in the year received.

Direct rollovers to a Roth IRA are permitted. The rules governing Roth IRAs (and rollovers to Roth IRAs) are complicated and you should speak with your personal tax advisor prior to rolling over funds to a Roth IRA.

A surviving spouse, an alternate payee, or another beneficiary is not subject to the 10% penalty tax (discussed in the next section below), even if that person is younger than age 59½ .

The rules regarding the taxation of distributions from qualified retirement plans (like the Plan) are complex and you should seek advice from an experienced tax advisor before making any election regarding a distribution or rollover from the Plan.

Penalty Tax On Early Distributions Or Withdrawals

An additional 10% federal early distribution penalty tax (and, if you are subject to California income taxation, a 2½% California early distribution penalty tax) will apply to the taxable amount of withdrawals or distributions made before the Participant attains age 59½. The following withdrawals or distributions, however, are exempt from the additional tax:

- Distributions rolled over into an IRA or other eligible retirement plan;
- Distributions made after the Participant's death;
- Distributions or withdrawals attributable to the Participant's disability;
- Distributions made after the Participant has terminated employment after having attained age 55;

- Withdrawals or distributions used for payment of medical expenses, to the extent they are deductible;
- Payments to an alternate payee pursuant to a domestic relations order; and
- Payments that are paid directly to the government to satisfy a federal tax levy.

CHANGES IN TAX LAWS

The rules summarized above are complex and contain many conditions and exceptions that are not included here. Also, changes to the Internal Revenue Code or applicable regulations and rulings may be made at any time. Such developments could render all or any part of the tax discussion in this summary obsolete, and the County assumes no responsibility for the information provided above. Also, the discussion generally does not include a discussion of state taxes. It is essential, therefore, that you consult a qualified tax advisor to obtain current information as well as advice which is tailored to your particular circumstances. You may also find more specific information on the tax treatment of payments from qualified retirement plans in IRS Publication 575, Pension and Annuity Income, and IRS Publication 590, Individual Retirement Arrangements. These publications are available at your local IRS office or may be obtained from the IRS website located at www.irs.gov, or by calling 1-800-TAX-FORMS.

CHANGE OR TERMINATION OF THE PLAN

This summary describes the Plan as in effect on March 1, 2014 except as otherwise specifically provided. The County of San Diego, as the Plan sponsor, reserves the right to amend the Plan at any time and for any reason. In addition, the County of San Diego has the right to terminate the Plan at any time and for any reason.

In the event the Plan is terminated, no additional contributions will be made, but the persons affected by the termination will continue to be entitled to the entire balance credited to their Plan Account. Benefits under the Plan are not guaranteed by the Pension Benefit Guaranty Corporation (PBGC) or any other federal or state government agency.

NO EMPLOYMENT RIGHTS

The Plan is not an employment contract. Nothing in the Plan or in this summary is to be interpreted as giving any person a right to remain an employee of the County, and nothing in the Plan or this summary affects the right of the County to terminate anyone's employment at any time, with or without cause.

CLAIMS PROCEDURES

How Do I Make A Claim For Benefits Under The Plan?

Your Plan Account will be distributed to you as soon as administratively practicable after Nationwide receives your properly completed distribution election form subject to the approval of the Deferred Compensation Administrator. You can contact Nationwide by telephone at 888-DC4-LIFE or via the Plan's website at www.mydcplan.com

The Deferred Compensation Administrator for the Plan is the Treasurer-Tax Collector of the County of San Diego. The Treasurer-Tax Collector's office is available to assist you in applying for your benefit and exercising your other rights under the Plan.

The Deferred Compensation Administrator may rule on the benefits application solely on the basis of your application or the application of your beneficiary (if you die before the complete distribution of your benefits under the Plan). In the event the Deferred Compensation Administrator determines it is necessary to hold a hearing regarding any benefit determination, the Deferred Compensation Administrator may appoint either one of its agents or a member of the State Bar of California to serve as a referee. The referee shall hold such a hearing and shall transmit, in writing, to the Deferred Compensation Administrator his or her proposed findings of fact and recommended decision.

(a) The proposed findings of fact and recommendations of the referee shall be served on the parties who shall have 10 days to submit written objections thereto which shall be incorporated in the record considered by the Deferred Compensation Administrator.

(b) Upon receiving the proposed findings of fact and the recommendations of the referee, the Deferred Compensation Administrator may:

 (1) Approve and adopt the proposed findings and the recommendations of the referee; or

 (2) Require a transcript or summary of all the testimony, plus all other evidence received by the referee.

(c) Upon the receipt of the information described in paragraph (b)(2) above, the Deferred Compensation Administrator shall:

 (1) Take such action as in its opinion is indicated by such evidence; or

 (2) Refer the matter back with or without instructions to the referee for further proceedings; or

 (3) Set the matter for hearing before itself. At such hearing the Deferred Compensation Administrator shall hear and decide the matter as if it had not been referred to the referee.

An application shall be granted or written notice of a denial shall be given to you or your beneficiary within 90 days after the Deferred Compensation Administrator receives a proper application, unless special circumstances require an extension of time for processing the application. In no event shall such an extension exceed a period of 90 days from the end of the initial 90-day period. If such an extension is required, written notice thereof shall be furnished to the applicant before the end of the initial 90-day period. Such notice shall indicate the special circumstances requiring an extension of time and the date by which the Deferred Compensation Administrator expects to render a decision. If an application is neither granted nor denied within the time period prescribed by this section, such application shall be deemed denied and the participant or beneficiary may appeal the deemed denial as provided below. The above notices may be delivered electronically to you or your beneficiary.

If My Claim Is Denied, What Further Action May I Take?

Any person whose application for benefits is denied in whole or in part (or such person's duly authorized representative) may appeal from the denial by submitting to the Deferred Compensation Administrator a request for an independent review of such application within six months after receiving written notice of the denial. The Deferred Compensation Administrator shall give the applicant or his or her representative an opportunity to review pertinent documents (except legally privileged materials) in preparing such request for review and to submit issues and comments in writing. The request for review shall be in writing and shall be addressed as follows:

County Treasurer-Tax Collector
Deferred Compensation Administrator
County of San Diego Incentive Retirement
Deferred Compensation Plan
1600 Pacific Highway, Room 102
San Diego, California 92101

The request for review shall set forth all of the grounds on which it is based, all facts in support of the request and any other matters which the applicant deems pertinent. The Deferred Compensation Administrator may require the applicant to submit such additional facts, documents or other material as he or she may deem necessary or appropriate in making a review.

Any review of a denied application shall be conducted by a panel of three or more individuals who did not take part in the initial denial of such application. Such individuals shall be designated by the Deferred Compensation Administrator.

Decision on Review. The Deferred Compensation Administrator shall act upon each request for review within 60 days after receipt thereof, unless special circumstances require an extension of time for processing, but in no event shall the decision on review be rendered more than 120 days after the Deferred Compensation Administrator receives a proper request for review. If such an extension is required, written notice thereof shall be furnished to the applicant before the end of the initial 60 day period. The Deferred Compensation Administrator shall give prompt, written notice of the decision to you or your beneficiary. In the event that the denial of the application for benefits is affirmed in whole or in part, such notice shall set forth, in a manner calculated to be understood by you or your beneficiary, the specific reasons for such denial and specific references to this Plan's provisions on which the decision is based. The above notices may be delivered electronically to you or your beneficiary.

Exhaustion of Administrative Remedies; Limitations. No legal or equitable action for benefits under the Plan shall be brought unless and until the participant or beneficiary ("claimant"):

(a) has submitted a written application for benefits as specified in the Plan documents,

(b) has been notified that the application is denied as provided in the Plan documents,

(c) has filed a written request for an independent review of the application in accordance with the Plan documents, and

(d) has been notified in writing that the denial of the application was affirmed as provided in the Plan documents;

provided, however, that such an action may be brought if the claim has not been acted upon within the time period prescribed above.

OTHER INFORMATION

Employer

County of San Diego
1600 Pacific Highway
San Diego, CA 92101

Employer Identification Number

95-6000934

Plan Number

The Plan Number assigned to the Plan is 002.

Type of Plan

The Plan is defined contribution plan intended to be qualified under Section 401(a) of the Internal Revenue Code.

Plan Administrator

The Deferred Compensation Administrator is the administrator of the Plan. The Deferred Compensation Administrator is the San Diego County Treasurer-Tax Collector or its delegate.

The Deferred Compensation Administrator interprets the Plan, and may adopt rules and procedures to implement any Plan provisions. The Deferred Compensation Administrator also has the authority to take such other actions as it deems appropriate in administering the Plan. The decisions of the Deferred Compensation Administrator with regard to the Plan are conclusive and binding on all persons. The Deferred Compensation Administrator may delegate any of its functions under the Plan to other persons.

You may contact the Deferred Compensation Administrator as follows:

County Treasurer-Tax Collector
Deferred Compensation Administrator
County of San Diego Incentive Retirement Deferred Compensation Plan
1600 Pacific Highway, Room 102
San Diego, CA 92101

Service of Process

The Plan's agent for service of legal process is the Deferred Compensation Administrator at the address above. Legal process may also be served on the Trustee.

Trustees

The Trustees for the Plan are:

Nationwide Trust Company, FSB
5100 Rings Road RR1-05-C8
Dublin, OH 43017

Wells Fargo Bank, N.A.
4365 Executive Drive, Suite 1700
San Diego, CA 92121

Plan Year

The Plan Year is the calendar year.