

**STATE OF RHODE ISLAND  
457(B) DEFERRED COMPENSATION PLAN  
SUMMARY OF 457 PLAN PROVISIONS**

**TABLE OF CONTENTS**

**INTRODUCTION TO YOUR PLAN**

**ARTICLE I  
PARTICIPATION IN THE PLAN**

Am I eligible to participate in the Plan? ..... 1  
When am I eligible to participate in the Plan? ..... 1  
When is my entry date? ..... 1

**ARTICLE II  
CONTRIBUTIONS**

What kind of contributions may I make to the Plan and how do my contributions affect my taxes? ..... 1  
Is there a limit on the amount of salary reduction contributions that can be made each year? ..... 1  
How do I make an election to defer? ..... 2  
What are rollover contributions? ..... 2  
What compensation is used to determine my Plan benefits? ..... 2

**ARTICLE III  
DISTRIBUTIONS**

When will I be entitled to a distribution from the Plan? ..... 3  
How will my benefits be paid? ..... 3  
What is the Plan's normal retirement age? ..... 3  
What is my vested interest in my account? ..... 3  
May I elect to roll over my account to another plan or IRA? ..... 3  
What happens if I get divorced? ..... 3

**ARTICLE IV  
DEATH BENEFITS**

What happens if I die while working for the Employer? ..... 4  
What happens if I'm a participant, terminate employment, and die before receiving all my benefits? ..... 4

**ARTICLE V  
IN-SERVICE DISTRIBUTIONS**

Can I withdraw money from my account while working for the Employer? ..... 4

**ARTICLE VI  
TAX TREATMENT OF DISTRIBUTIONS**

What are my tax consequences when I receive a distribution from the Plan? ..... 4  
Can I reduce or defer tax on my distribution? ..... 4

**ARTICLE VII  
CLAIMS AND BENEFITS**

Can the Plan be amended? ..... 5  
What happens if the Plan is discontinued or terminated? ..... 5  
How do I submit a claim for Plan benefits? ..... 5

**ARTICLE VIII  
GENERAL INFORMATION ABOUT THE PLAN**

Employer Information ..... 6  
Administrator Information ..... 6

**STATE OF RHODE ISLAND  
457(B) DEFERRED COMPENSATION PLAN**

**SUMMARY OF 457 PLAN PROVISIONS**

**INTRODUCTION TO YOUR PLAN**

State of Rhode Island 457(b) Deferred Compensation Plan ("Plan") has been adopted to provide you with the opportunity to save for retirement on a tax-advantaged basis. This Plan is a type of retirement plan commonly referred to as a Governmental Eligible 457 Plan. This summary of 457 Plan Provisions contains valuable information regarding when you may become eligible to participate in the Plan, your Plan benefits, your distribution options, and many other features of the Plan. You should take the time to read this Summary to get a better understanding of your rights and obligations under the Plan.

We have attempted to answer most of the questions you may have regarding your benefits in the Plan. If this summary does not answer all of your questions, please contact the Administrator. The name and address of the Administrator can be found in the Article of this summary entitled "General Information About The Plan."

This summary describes the Plan's benefits and obligations as contained in the legal Plan document, which governs the operation of the Plan. The Plan document is written in much more technical and precise language. If the non-technical language under this summary and the technical, legal language of the Plan document conflict, the Plan document always governs. If you wish to receive a copy of the legal Plan document, please contact the Administrator.

This summary describes the current provisions of the Plan. The Plan is subject to federal laws, such as the Internal Revenue Code and other federal and state laws which may affect your rights. The provisions of the Plan are subject to revision due to a change in laws or due to pronouncements by the Internal Revenue Service (IRS). The Employer may also amend or terminate this Plan. The Administrator will notify you if the provisions of the Plan that are described in this summary change. This summary does not address the provisions of specific investment products.

**ARTICLE I  
PARTICIPATION IN THE PLAN**

**Am I eligible to participate in the Plan?**

If you are a member of a class of employees identified below, you are not an eligible employee for Plan purposes. The employees who are excluded are:

- Leased employees
- Seasonal employees; Temporary employees

Independent contractors are not eligible to participate in the Plan.

**When am I eligible to participate in the Plan?**

Provided you are an eligible employee, you will enter the Plan once you reach the entry date as described in the next question.

**When is my entry date?**

The following applies with regard to entry dates: Immediately upon meeting eligibility conditions, if any.

**ARTICLE II  
CONTRIBUTIONS**

**What kind of contributions may I make to the Plan and how do my contributions affect my taxes?**

As a participant in the Plan, you may elect to reduce your compensation and have that amount contributed to the Plan on a pre-tax basis. The Plan refers to this as a "salary reduction contribution". Your taxable income is reduced by your salary reduction contribution so you pay less federal income taxes. However, your salary reduction contributions are subject to Social Security taxes at the time of deferral. Later, when the Plan distributes the deferrals and earnings, you will pay income tax on those amounts. Federal income taxes on the salary reduction contributions and earnings are only postponed.

**Is there a limit on the amount of salary reduction contributions that can be made each year?**

As a participant, you may elect to defer a percentage of your compensation each year instead of receiving that amount in cash. The Administrator will notify you of the maximum percentage you may defer.

You may not make salary reduction contributions from your accumulated leave cashouts.

Your total salary reduction contributions in any calendar year may not exceed a certain dollar limit which is set by law ("deferral limit"). The deferral limit for 2022 is \$20,500. After 2022, the deferral limit may increase for cost-of-living adjustments.

If you are age 50 or will attain age 50 before the end of a calendar year, you may make additional deferrals (called "age 50 catch-up deferrals") for that year and following years. If you meet the age 50 requirement and your salary reduction contributions exceed the deferral limit described above, then any excess will be an age 50 catch-up deferral. The maximum catch-up deferral that you can make in 2022 is \$6,500. After 2022, the maximum age 50 catch-up contribution limit may increase for cost-of-living adjustments.

Instead of the "age 50-catch-up deferrals" there is an alternative catch-up limit that is available in the three years prior to your normal retirement age. This increased limit (called "Special NRA Catch-Up Contributions") is designed to allow make-up contributions for prior years when contributions to the plan were less than the maximum contribution that could have been made in those years. The additional catch-up amount is equal to the difference between the amounts that could have been contributed in the prior years less the amounts that actually were contributed in those years. However, the additional catch-up for the year cannot exceed the general limit for the year. Thus, if you are entitled to the full Special NRA Catch-up Contribution, your contributions in the last three years prior to your normal retirement age cannot exceed two times the regular deferral limit for the year. If you qualify for both Age 50 Catch-Up Deferrals and Special NRA Catch-Up Deferrals, you are limited to the greater of the two catch-up limitations.

### **How do I make an election to defer?**

The amount you elect to defer will be deducted from your pay in accordance with a procedure established by the Plan Administrator. If you wish to defer, the procedure will require that you enter into a salary reduction agreement. You may elect to defer a portion of your compensation payable on or after your Entry Date. Such election must be made prior to the first day of a calendar month in which you wish to defer and will become effective as soon as administratively feasible after it is received by the Plan Administrator. Your election will remain in effect until you modify or terminate it. You may revoke or make modifications to your salary reduction election in accordance with procedures that the Employer provides. See the Plan Administrator for further information.

### **What are rollover contributions?**

**Rollover contributions.** If you are an Active Participant, you may be permitted to deposit into the Plan distributions you have received from other retirement plans. Such a deposit is called a "rollover" and may result in tax savings to you. You may ask the Administrator or Investment Sponsor of the other plan or IRA to directly transfer (a "direct rollover") to this Plan all or a portion of any amount that you are entitled to receive as a distribution from such plan. Alternatively, you may elect to deposit any amount eligible to be rolled over within 60 days of your receipt of the distribution. You should consult qualified counsel to determine if a rollover is in your best interest.

**Rollover account.** Your rollover will be accounted for in a "rollover account." You will always be 100% vested in your "rollover account." This means that you will always be entitled to all amounts in your rollover account. Rollover contributions will be affected by any investment gains or losses.

**Withdrawal of rollover contributions.** You may withdraw the amounts in your "rollover account" at any time.

### **What compensation is used to determine my Plan benefits?**

**Definition of compensation.** For the purposes of the Plan, compensation has a special meaning. Compensation is generally defined as your total compensation that is subject to income tax and paid to you by your Employer during the Plan Year. The Plan takes into account salary reduction contributions to retirement plans (including this one) cafeteria plans, or qualified transportation fringe benefit plans. The following describes the adjustments to compensation that may apply for the different types of contributions provided under the Plan:

- Compensation paid after you terminate is generally excluded for Plan purposes. However, the following amounts will be included in compensation even though they are paid after you terminate employment, provided these amounts would otherwise have been considered compensation as described above and provided they are paid within 2 1/2 months after you terminate employment, or if later, the last day of the Plan Year in which you terminate employment:
  - Compensation for services performed during your regular working hours, or for services outside your regular working hours or other similar payments that would have been made to you had you continued employment.
  - Nonqualified unfunded deferred compensation if the payment is includible in gross income and would have been paid to you had you continued employment.
  - Wage continuation payments (referred to as military differential pay).

**Military Service.** If you are a veteran and are reemployed under the Uniformed Services Employment and Reemployment Rights Act of 1994, your qualified military service may be considered service with the Employer. There may also be benefits for employees who die or become disabled while on active duty. Employees who receive wage continuation payments while in the military may benefit from various changes in the law. If you think you may be affected by these rules, ask the Administrator for further details.

## **ARTICLE III DISTRIBUTIONS**

### **When will I be entitled to a distribution from the Plan?**

Distributions under the Plan may generally not be made prior to your termination of employment (for whatever reason, including death). The rules are explained in more detail below.

If your benefit does not exceed \$1,000 (subject to the Employer's discretion and notwithstanding anything in the Plan to the contrary) then the distribution will automatically be paid to you as soon as administratively practical following your termination of employment. If your benefit exceeds \$1,000 (subject to the Employer's discretion and notwithstanding anything in the Plan to the contrary), then you will be given the opportunity to elect to defer payment of the benefit, subject to certain limitations. In determining whether your vested account balance exceeds the \$1,000 (subject to the Employer's discretion and notwithstanding anything in the Plan to the contrary) threshold, "rollovers" (and any earnings allocable to "rollover" contributions) will be taken into account.

### **Automatic IRA Rollover of Certain Account Balances:**

If a mandatory distribution is being made to you before the later of age 62 or Normal Retirement Age and your vested account balance does not exceed \$1,000 (subject to the Employer's discretion and notwithstanding anything in the Plan to the contrary) (including any rollover contribution), the Plan might distribute your vested portion in a single lump-sum payment. However, you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA"). At the time of your termination of employment, the Plan Administrator will provide you with further information regarding your distribution rights. If the amount of the distribution exceeds \$1,000 (including any rollover contribution) and you do not elect either to receive or to roll over the distribution, the Plan automatically will roll over the distribution to an IRA. The IRA provider will invest the rollover funds in a type of investment designed to preserve principal and to provide a reasonable rate of return and liquidity (e.g., an interest-bearing account, a certificate of deposit or a money market fund). The IRA provider will charge your account for any expenses associated with the establishment and maintenance of the IRA and with the IRA investments. In addition, your beneficiary designation under the Plan, if any, will not apply to the rollover IRA. The IRA's terms will control in establishing a designated beneficiary under the IRA. You may transfer the IRA funds to any other IRA you choose. See the Plan Administrator for further information regarding the Plan's automatic rollover provisions, the IRA provider and the fees and charges associated with the IRA.

### **Required beginning date.**

Regardless of the above, the law requires that certain minimum distributions be made from the Plan. Distributions are required to begin not later than the April 1st following the later of the end of the year in which you reach age 70 1/2 or terminate employment. You should see the Plan Administrator if you think you may be affected by these rules.

### **How will my benefits be paid?**

You may receive your distribution under any optional form of payment permitted by the Investment provider.

### **What is the Plan's normal retirement age?**

You will attain your normal retirement age when you reach age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer.

If you are a police department employee, you will attain your normal retirement age when you reach age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer.

If you are a fire department employee, you will attain your normal retirement age when you reach age Age 70 1/2 unless the participant has elected an alternative Normal Retirement Age in writing delivered to the Employer.

### **What is my vested interest in my account?**

You are always 100% vested in all your accounts under our plan.

### **May I elect to roll over my account to another plan or IRA?**

If you are entitled to a distribution of more than \$200, then you may elect whether to receive the distribution or to roll over the distribution to another retirement plan such as an individual retirement account ("IRA").

**Distributions while on military duty.** If you are on active military duty for more than 30 days, then the Plan treats you as having terminated employment for distribution purposes. This means that you may request a distribution from the Plan. If you request a distribution on account of this deemed termination of employment, then you are not permitted to make any contributions to the Plan for 6 (six) months after the date of the distribution.

### **What happens if I get divorced?**

The Administrator will honor a "qualified domestic relations order." A "qualified domestic relations order" is defined as a decree or order issued by a court that obligates you to pay child support or alimony, or otherwise allocates a portion of your assets in the Plan to

your spouse, former spouse, child or other dependent. If a qualified domestic relations order is received by the Administrator, all or a portion of your benefits may be used to satisfy the obligation. The Administrator will determine the validity of any domestic relations order received. You and your beneficiaries can obtain from the Administrator, without charge, a copy of the procedure used by the Administrator to determine whether a qualified domestic relations order is valid.

#### **ARTICLE IV DEATH BENEFITS**

##### **What happens if I die while working for the Employer?**

If you die while still employed by the Employer, your entire account balance will be used to provide your beneficiary with a death benefit.

Your beneficiary is the person or persons whom you designate on a form the Administrator provides for this purpose.

If no valid designation of beneficiary exists, or if the beneficiary is not alive when you die, then the death benefit will be paid to the participant's estate.

You should immediately report any change in your marital status to the Administrator.

##### **What happens if I'm a participant, terminate employment, and die before receiving all my benefits?**

If you terminate employment with us and subsequently die, your beneficiary will be entitled to any remaining benefits that you were entitled to as of the date of your death.

#### **ARTICLE V IN-SERVICE DISTRIBUTIONS**

##### **Can I withdraw money from my account while working for the Employer?**

You may receive a distribution from the Plan prior to your termination of employment if you satisfy certain conditions. These conditions are described below. However, this distribution will reduce the value of the benefits you will receive when you retire. Any in-service distribution is made at your election and will be made in accordance with the forms of distribution available under the investment product you have selected or under the Plan.

You may receive a distribution if you have an "unforeseeable emergency," which is severe financial hardship resulting from an accident or illness to you, your spouse, dependent(s) or beneficiaries, a loss of property due to casualty, or other extraordinary and unforeseeable circumstances beyond your control.

You may elect to receive a one-time "de minimis" distribution of up to \$5,000 provided: (i) your account does not exceed \$5,000; (ii) you have not made any Salary Reduction Contributions or received any Employer contribution during the prior two years ending on the date you would have received the one-time distribution; and (iii) you have not previously taken a one-time "de minimis" distribution from the Plan.

A Participant who attains age 70.5 prior to Severance from Employment may elect distribution of any or all of his/her Account.

Unforeseeable emergency withdrawal determinations made by TIAA, Department of Administration (for Fidelity participants), and Voya.

#### **ARTICLE VI TAX TREATMENT OF DISTRIBUTIONS**

##### **What are my tax consequences when I receive a distribution from the Plan?**

Generally, you must include any Plan distribution in your taxable income in the year in which you receive the distribution. The tax treatment may also depend on your age when you receive the distribution.

##### **Can I reduce or defer tax on my distribution?**

You may reduce, or defer entirely, the tax due on your distribution through use of one of the following methods:

(a) The rollover of all or a portion of the distribution you actually receive to a traditional Individual Retirement Account (IRA) or another eligible employer plan. This will result in no tax being due until you begin withdrawing funds from the traditional IRA or other eligible employer plan. The rollover of the distribution, however, MUST be made within strict time frames (normally, within 60 days after you receive your distribution). Under certain circumstances all or a portion of a distribution may not qualify for this rollover treatment. In addition, most distributions will be subject to mandatory federal income tax withholding at a rate of 20%. This will reduce the amount you actually receive. For this reason, if you wish to roll over all or a portion of your distribution amount, the direct rollover option described in paragraph (b) below would be the better choice.

(b) For most distributions, you may request that a "direct rollover" of all or a portion of the distribution to either a traditional Individual Retirement Account (IRA) or another employer plan willing to accept the rollover. A direct rollover will result in no tax

being due until you withdraw funds from the traditional IRA or other qualified employer plan. Like the 60-day rollover, under certain circumstances all or a portion of the amount to be distributed may not qualify for this direct rollover, e.g., a distribution of less than \$200 will not be eligible for a direct rollover. If you elect to actually receive the distribution rather than request a direct rollover, then in most cases 20% of the distribution amount will be withheld for federal income tax purposes.

WHENEVER YOU RECEIVE A DISTRIBUTION THAT IS AN ELIGIBLE ROLLOVER DISTRIBUTION, THE ADMINISTRATOR WILL DELIVER TO YOU A MORE DETAILED EXPLANATION OF THESE OPTIONS. HOWEVER, THE RULES WHICH DETERMINE WHETHER YOU QUALIFY FOR FAVORABLE TAX TREATMENT ARE VERY COMPLEX. YOU SHOULD CONSULT WITH A QUALIFIED TAX ADVISOR BEFORE MAKING A CHOICE.

## **ARTICLE VII CLAIMS AND BENEFITS**

### **Can the Plan be amended?**

Yes. The Employer may amend the Plan at any time. No amendment will cause any reduction in the amount credited to your account.

### **What happens if the Plan is discontinued or terminated?**

The Employer may terminate the Plan at any time. Upon termination, no more contributions may be made to the Plan. The Administrator will notify you of any modification or termination of the Plan.

### **How do I submit a claim for Plan benefits?**

You may file a claim for benefits by submitting a written request for benefits to the Plan Administrator. You should contact the Plan Administrator to see if there is an applicable distribution form that must be used. If no specific form is required or available, then your written request for a distribution will be considered a claim for benefits. In the case of a claim for disability benefits, if disability is determined by the Plan Administrator (rather than by a third party such as the Social Security Administration), then you must also include with your claim sufficient evidence to enable the Plan Administrator to make a determination on whether you are disabled.

Decisions on the claim will be made within a reasonable period of time appropriate to the circumstances. If the Plan Administrator determines the claim is valid, then you will receive a statement describing the amount of benefit, the form or forms of payment, the timing of distributions and other information relevant to the payment of the benefit.

For purposes of the claims procedures described below, "you" refers to you, your authorized representative, or anyone else entitled to benefits under the Plan (such as a beneficiary). A document, record, or other information will be considered relevant to a claim if it:

- Was relied upon in making the benefit determination;
- Was submitted, considered, or generated in the course of making the benefit determination, without regard to whether it was relied upon in making the benefit determination;
- Demonstrated compliance with the administrative processes and safeguards designed to ensure and to verify that benefit determinations are made in accordance with Plan documents and Plan provisions have been applied consistently with respect to all claimants; or
- Constituted a statement of policy or guidance with respect to the Plan concerning the denied treatment option or benefit.

The Plan may offer additional voluntary appeal and/or mandatory arbitration procedures other than those described below. If applicable, the Plan will not assert that you failed to exhaust administrative remedies for failure to use the voluntary procedures, any statute of limitations or other defense based on timeliness is tolled during the time a voluntary appeal is pending; and the voluntary process is available only after exhaustion of the appeals process described in this section. If mandatory arbitration is offered by the Plan, the arbitration must be conducted instead of the appeal process described in this section, and you are not precluded from challenging the decision under ERISA §501(a) or other applicable law.

## **ARTICLE VIII GENERAL INFORMATION ABOUT THE PLAN**

There is certain general information that you may need to know about the Plan. This information has been summarized for you in this Article.

The full name of the Plan is State of Rhode Island 457(b) Deferred Compensation Plan.

This Plan was originally effective on 7/1/1997. The amended and restated provisions of the Plan become effective on 7/1/2022.

The Plan's records are maintained on a twelve-month period of time. This is known as the "Plan Year." The Plan Year begins on January 1 and ends on December 31.

The Plan will be governed by the laws of Rhode Island.



**Employer Information**

Your Employer's name, address, business telephone number, and identification number are:

State of Rhode Island  
One Capitol Hill  
Providence, Rhode Island 02908

05-6000522

**Administrator Information**

The Employer is the Plan Administrator. The Plan Administrator is responsible for the day-to-day administration and operation of the Plan. For example, the Administrator maintains the Plan records, including your account information, provides you with the forms you need to complete for Plan participation and directs the payment of your account at the appropriate time. If you have any questions about the Plan and your participation, you should contact the Administrator. The Administrator may designate other parties to perform some duties of the Administrator, and some duties are the responsibility of the investment provider(s) to the Plan.

The Administrator has the complete power, in its sole discretion, to determine all questions arising in connection with the administration, interpretation, and application of the Plan (and any related documents and underlying policies). Any such determination by the Administrator is conclusive and binding upon all persons.