

CITY AND COUNTY OF DENVER
STATE OF COLORADO
EMPLOYEES' VOLUNTARY SALARY REDIRECTION PLAN

Amended June 7, 2011

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ARTICLE I INTRODUCTION

Section 1.1. Purpose of Plan.

The purpose of this Plan is to provide employees of the City and County of Denver a choice between cash and qualified benefits.

Section 1.2. Cafeteria Plan status.

This Plan is intended to qualify as a "cafeteria plan" under section 125 of the Internal Revenue Code of 1986, as amended from time to time, and will be operated in compliance with the applicable sections of said Code and the applicable regulations thereunder.

Section 1.3. Gender and Number.

A pronoun or adjective in the masculine gender includes the feminine gender, and the singular includes the plural, unless the context clearly indicates otherwise.

ARTICLE II DEFINITIONS

Section 2.1. "Administrator" means the City and County of Denver or such other person or committee as may be appointed from time to time to supervise the administration of the Plan.

Section 2.2. "Code" means the Internal Revenue Code of 1986, as amended from time to time. Reference to any section or subsection of the Code includes reference to any comparable or succeeding provisions of any legislation which amends, supplements or replaces such section or subsection.

Section 2.3. "Committee" means the Committee for the Employees' Voluntary Salary Redirection Plan created pursuant to Article XIV of chapter 18 of the Denver Revised Municipal Code.

Section 2.4. "Dependent" means any individual within the definition of dependent provided in Section 152 of the Code provided, however, that for purposes of the Dependent Care Assistance Program, dependent means (a) a dependent to whom the Participant who is under the age of 13 and with respect to whom the Participant is entitled to an income tax exemption, or (b) a dependent or spouse of the Participant who is physically or mentally incapable of caring for himself or herself, and the Participant has a valid and current Power of Attorney for such physically or mentally disabled dependent or spouse.

Section 2.5. "Dependent Care Assistance Program" means the City and County of Denver Department Care Assistance Program set forth in the Plan as amended from time to time.

Section 2.6. “Dependent Care Expenses” mean expenses incurred by a Participant which (a) are incurred for the care of a Dependent of the Participant or for related household services, (b) are paid or payable to a Dependent Care Service Provider, and (c) are incurred to enable the Participant to be gainfully employed for any period for which there are one or more Dependents with respect to the Participant. “Dependent Care Expenses” shall not include expenses incurred for services outside the Participant’s household for the care of a Dependent unless such Dependent is described for purposes of the Dependent Care Assistance Program in Section 2.4 (a) or regularly spends at least eight hours each day in the participant’s household. Dependent Care Expenses shall be deemed to be incurred at the time the services to which the expenses relate are rendered.

Section 2.7. “Dependent Care Service Provider” means a person who provides care or other services described in Section 2.6 (a) above, but shall not include (a) a dependent care center (as defined in section 21 (b) (2) (d) of the Code), unless the requirements of Code section 21 (b) (2) (c) are satisfied, or (b) a related individual described in section 129 (c) of the Code.

Section 2.8. “Effective Date” means November 1, 1987.

Section 2.9. “Employee” means and refers to elected officials and all permanent and temporary officers and employees of the City and County of Denver, including those employed within the Career Service and the classified service of the Police and Fire Departments and those appointed and employed by the Mayor, the Auditor, the City Council, the Civil Service Commission, the Election Commission, the District Attorney, the library, the County Court, the Board of Adjustment Zoning, and the Board of Water Commissioners.

Section 2.10. “Employer” means the City and County of Denver, a municipal corporation created and existing pursuant to Article XX of the Colorado Constitution.

Section 2.11. “Medical Expenses Reimbursement Program” means the City and County of Denver Medical Expense Reimbursement Program set forth in the Plan as amended from time to time.

Section 2.12. “Medical Insurance Premium Payment Program” means the City and County of Denver Medical Insurance Premium Payment program set forth in the Plan as amended from time to time.

Section 2.13. “Participant” means any individual who participates in the Plan in accordance with Article III.

Section 2.14. “Plan” means the City and County of Denver Employees’ Voluntary Salary Redirection Plan as set forth herein, together with any and all amendments and supplements hereto.

Section 2.15. “Plan Year” means the period beginning on the Effective Date and ending at midnight on December 31, 1987, and the 12-month period ending on each December 31 thereafter.

Section 2.16. “Qualifying Medical Care Expenses” means an expense incurred by a Participant, or by the spouse or Dependent of such Participant, for medical care as defined in Section 213 of the Code (including without limitation amounts paid for hospital bills, doctor and dental bills, and drugs), but only to the extent that the Participant or other person incurring the expense is not reimbursed for the expense through insurance or otherwise (other than under the Plan). Effective Jan. 1, 2011, under § 9003 of the Affordable Care Act, distributions from Flexible Spending Arrangements (FSAs) and Health Reimbursement Arrangements (HRAs) will be allowed to reimburse the cost of over-the-counter medicines or drugs only if they are purchased with a prescription. This does not apply to the reimbursements for the cost of insulin, which will continue to be permitted, even if purchased without a prescription.

ARTICLE III PARTICIPATION

Section 3.1. Eligibility.

All employees of the city as defined in Section 2.9 are eligible for participation in this Plan during the time of their employment.

Section 3.2. Commencement of Participation.

An employee may become a Participant on the later of (a) the Effective Date or (b) the first day of the month following the date he becomes eligible to participate in this Plan.

Section 3.3. Cessation of Participation.

A Participant will cease to be a Participant as of the earlier of (a) the date on which the Plan terminates or (b) the date on which he ceases to be an Employee eligible to participate under Section 3.1.

ARTICLE IV OPTIONAL BENEFITS

Section 4.1. Benefit options.

An Employee may choose under this Plan to receive his full salary for any Plan Year in cash or to have a portion of it applied by the Employer toward the cost of one or more of the following optional benefits:

- (a) Benefits available to the Participant under the Dependent Care Assistance Program;
- (b) Benefits available to the Participant under the Medical expense Reimbursement Program.
- (c) Benefits available to the Participant under the Medical Insurance Premium Payment Program.

Section 4.2. Election of optional benefits in lieu of cash.

Except as otherwise provided in Section 7.A.1, a Participant may elect under this Plan to receive one or more of the optional benefits described in Section 4.1 in accordance with the procedure described in Section 4.3. The Participant's salary will be reduced, and an amount equal to the reduction will be credited by the Employer to the appropriate account or fund in accordance with the Dependent Care Assistance Program or the Medical Expense Reimbursement Program or the Medical Insurance Premium Payment Program.

Section 4.3. Election procedure.

Prior to the commencement of each Plan Year, the Employer shall provide one or more written election forms and salary reduction agreements to each Employee. The election forms shall be effective as of the first day of the Plan Year. Each Employee who desires one or more optional benefit coverages described in Section 4.1 for the Plan Year shall so specify on the appropriate election form or forms and shall agree to a reduction in his salary, except as otherwise provided in Section 7.A.1. The amount of the reduction in the Participant's salary for the Plan Year for each optional benefit described in Section 4.1 (a) or (b) shall be the amount elected by the Participant, subject to the limitations of the Dependent Care Assistance Program and Medical Expense Reimbursement Program. The amount of reduction in the Participant's salary for the Plan Year for eligible insurance premiums shall be the premiums eligible under the Medical Insurance Premium Payment Program. Each election form must be completed and returned to the Administrator on or before such date as specified by the Administrator which date shall be no later than December 31st of the preceding Plan Year.

Section 4.4. New Employees.

Except as otherwise provided in Section 7.A.1, as soon as practicable after an Employee becomes eligible under Section 3.1 or 3.2, the Administrator shall provide the written election forms and salary reduction agreements described in Section 4.3 to the Employee. If the employee desires one or more optional benefit coverages described in Section 4.1 for the balance of the Plan Year, he shall so specify on the election forms and shall agree to a reduction in his salary as provided in Section 4.3. The election forms must be completed and returned to the Administrator within thirty days after the commencement date of employment for the Employee. For purposes of this Section 4.4, whenever the last day for returning the completed elections forms is a Saturday, Sunday or holiday recognized by the Employer the return date shall be extended to the next day which is not a Saturday, Sunday or Holiday.

Section 4.5. Failure to elect.

Except as otherwise provided in Section 7.A.1, an Employee failing to return a completed election form to the Administrator on or before the specified due date for any Plan Year of the Plan shall be deemed to have elected to receive his full salary in cash. A Participant failing to return a completed election form to the Administrator relating to the optional benefits described in Section 4.1(a), (b) , or (c) on or before the specified due date for any Plan Year shall be deemed to have elected cash compensation in lieu of such optional benefit, regardless of the election in effect during the preceding Plan Year.

Section 4.6. Irrevocability of election by the Employee during the Plan Year.

Elections made under the Plan (or deemed to be made under Section 4.5. or Section 7.A.1) shall be irrevocable by the Employee during the Plan Year, subject only to the exception for a change in family status as defined in this Section 4.6. A Participant may revoke a benefit election for the balance of a Plan Year and file a new election only if both the revocation and the new election are on account of and consistent with a change in family status. A change in family status for this purpose includes, marriage, divorce, death of a spouse or child, birth or adoption of a child, termination of employment of a spouse, and such other events that the Administrator determines will permit a change or revocation of an election during a Plan Year under regulations and rulings of the Internal Revenue Service. Any new election under this Section 4.6 shall be effective at such time as the Administrator shall prescribe, but not earlier than the first pay period beginning after the election form is completed and returned to the Administrator.

Section 4.7. Automatic termination of election.

Elections made under this plan (or deemed to be made under Section 4.5) shall automatically terminate on the date on which the Employee ceases to be a Participant in the Plan, although benefits under the Dependent Care Assistance Program and Medical Expense Reimbursement Program may continue if and to the extent provided by such Plans.

ARTICLE V. DEPENDENT CARE ASSISTANCE PROGRAM

PART A. ELECTION TO RECEIVE DEPENDENT CARE ASSISTANCE

Section 5.A.1. Election procedure.

An Employee may elect to receive dependent care assistance under the Plan by filing an election and salary reduction agreement in accordance with the procedures established under the Plan. An election to receive dependent care assistance shall be irrevocable during the Plan Year, subject to a change in family status, as provided in the Plan.

Section 5.A.2. Maximum dependent care assistance.

The maximum amount which the Participant may receive in any Plan Year in the form of dependent care assistance under this Plan shall be the least of (a) the Participant's earned income as defined by the Code for the Plan Year (after all reductions in compensation including the reduction related to dependent care assistance), (b) the actual or deemed earned income of the Participant's spouse for the Plan Year (if the Participant is married at the close of the tax year) or (c) \$5000.00 (\$2500.00 in the case of a separate return by a married individual). In the case of a spouse who is a full-time student at an educational institution or is physically or mentally incapable of caring for himself, such spouse shall be deemed to have earned income of an amount not less than that set forth in Code Section 21(d)(2).

PART B. – DEPENDENT CARE ASSISTANCE ACCOUNTS

Section 5.B.1. Establishment of accounts.

The Employer will establish and maintain on its books a Dependent Care Assistance Account for each Plan Year with respect to each Participant who has elected to receive dependent care assistance for the Plan Year.

Section 5.B.2. Crediting of accounts.

There shall be credited to a Participant's Dependent Care Assistance Account for each Plan Year, as of each date compensation is paid to the Participant in such Plan Year, an amount equal to the reduction, if any, to be made in such compensation in accordance with the Participant's election and salary reduction agreement under the Plan. All amounts credited to each such Dependent Care Assistance Account shall be the property of the Employer until paid out pursuant to Part C of Article V of the Plan.

Section 5.B.3. Debiting of accounts.

A Participant's Dependent Care Assistance Account for each Plan Year shall be debited from time to time in the amount of any payment under Part C of Article V of the Plan to or for the benefit of the Participant for Dependent Care Expenses incurred during such Plan Year.

Section 5.B.4. Forfeiture of accounts.

The amount credited to a Participant's Dependent Care Assistance Account for any Plan Year shall be used only to reimburse the Participant for Dependent Care Expenses incurred during such Plan Year, and only if the Participant applies for reimbursement on or before the 31st day of March following the close of the Plan Year. If any balance remains in the Participant's Dependent Care Assistance Account for a Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for Dependent Care Expenses incurred during a subsequent Plan Year, and shall not be available to the Participant in any other form or manner, but shall remain the property of the Employer, and the Participant shall forfeit all rights with respect to such balance; except, however, that commencing with the 2006 Plan Year, and for subsequent Plan Years, Participants may incur eligible Dependent Care Expenses through the 15th day of March for which the Participant may apply for reimbursement from the balance remaining in the Participant's Dependent Care Assistance Account for the prior Plan Year.

PART C. – PAYMENT OF DEPENDENT CARE ASSISTANCE

Section 5.C.1. Claims for reimbursement.

A Participant who has elected to receive dependent care assistance for a Plan Year may apply to the administrator for reimbursement of Dependent Care Expenses incurred by the Participant

during the Plan Year by submitting an application in writing to the Administrator, in such form as the Administrator may prescribe, setting forth:

- (a) the amount, date and nature of the expense with respect to which a benefit is requested;
- (b) the name of the person, organization or entity to which the expense was paid;
- (c) such other information as the Administrator may from time to time require.

Such application shall be accompanied by bills, invoices, receipts, cancelled checks or other statements showing the amounts of such expenses, together with any additional documentation which the Administrator may request. Claims that are not properly substantiated shall be denied.

Section 5.C.2. Reimbursement or payment of expenses.

The Administrator shall reimburse the Participant from the Participant's Dependent Care Assistance Account for Dependent Care Expenses incurred during the Plan Year, for which the Participant submits documentation in accordance with Section 5.C.1. No reimbursement under this Section 5.C.2. of expenses incurred during a Plan Year shall at any time exceed the balance of the Participant's Dependent Care Assistance Account for the Plan Year at the time of the reimbursement. The amount of any Dependent Care Expenses not reimbursed or paid as a result of the preceding sentence shall be carried over and reimbursed or paid only if and when the balance in such Account permits such reimbursement.

Section 5.C.3. Report to Participants on or before January 31 of each year, the Administrator shall furnish to each Participant who has received dependent care assistance during the prior calendar year a statement showing the amount of such assistance paid during such year with respect to the Participant.

PART D.- TERMINATION OF PARTICIPATION

In the event that a Participant ceases to be a Participant for any reason, the Participant's salary reduction agreement relating to dependent care assistance shall terminate. The Participant (or his estate) shall be entitled to reimbursement only for Dependent Care Expenses incurred within the same Plan Year and only if the Participant (or his estate) applies for such reimbursement in accordance with Section 5.C.1 on or before the 90th day after the close of the Plan Year. No such reimbursement shall exceed the remaining balance, if any, in the Participant's Dependent Care Assistance Account for the Plan Year in which the expenses were incurred.

ARTICLE VI. MEDICAL EXPENSE REIMBURSEMENT PROGRAM

PART A. ELECTION TO RECEIVE MEDICAL CARE EXPENSE REIMBURSEMENTS

Section 6.A.1. Election procedure.

An Employee may elect to receive reimbursements of his Qualifying Medical Care expenses under this Plan by filing an election and salary reduction agreement in accordance with the procedures established under the Plan. An election to receive payments or reimbursements of Qualifying Medical Care Expenses shall be irrevocable during the Plan Year, subject to a change in family status, as provided in the Plan.

Section 6.A.2. Maximum reimbursements.

The maximum amount which the Participant may receive under this Plan in the form of payments or reimbursements for Qualifying Medical Care Expenses incurred in any Plan Year shall be \$7,500.00.

PART B. – MEDICAL REIMBURSEMENT ACCOUNTS

Section 6.B.1. Establishment of accounts.

The Employer will establish and maintain on its books a Medical Reimbursement Account for each Plan Year with respect to each Participant who has elected to receive reimbursement of Qualifying Medical Care Expenses incurred during the Plan Year.

Section 6.B.2. Crediting of accounts.

There shall be credited to a Participant's Medical Reimbursement Account for each Plan Year, as of each date compensation is paid to the Participant in such Plan Year, an amount equal to the reduction, if any to be made in such compensation in accordance with the Participant's election and salary reduction agreement. All amounts credited to each such Medical Reimbursement Account shall be the property of the Employer until paid out pursuant to Part C of Article VI of the Plan.

Section 6.B.3. Debiting of accounts.

A Participant's Medical Reimbursement Account for each Plan Year shall be debited from time to time in the amount of any payment under Part C of Article VI of the Plan to or for the benefit of the Participant for Qualifying Medical Care Expenses incurred during such Plan Year.

Section 6.B.4. Forfeiture of accounts.

The amount credited to a Participant's Medical Reimbursement Account for any Plan Year shall be used only to reimburse the Participant for Qualifying Medical Care Expenses incurred during such Plan Year, and only if the Participant applies for reimbursement on or before the 31st of March following the close of the Plan Year. If any balance remains in the Participant's Medical Reimbursement Account for a Plan Year after all reimbursements hereunder, such balance shall not be carried over to reimburse the Participant for Qualifying Medical Care Expenses incurred during a subsequent Plan Year, and shall not be available to the Participant in any other form or manner, but shall remain the property of the Employer, and the Participant shall forfeit all rights with respect to such balance; except, however, that commencing with the 2006 Plan Year, and

for subsequent Plan Years, Participants may incur Qualifying Medical Care Expenses through the 15th day of March for which the Participant may apply for reimbursement from the balance remaining in the Participant's Medical Reimbursement Account for the prior Plan Year.

PART C. – PAYMENT OF MEDICAL CARE EXPENSE REIMBURSEMENTS

Section 6.C.1. Claims for reimbursement.

A Participant, who has elected to receive medical care reimbursements for a Plan Year may apply to the Administrator for reimbursement of Qualifying Medical Care Expenses incurred by the Participant during the Plan Year by submitting an application in writing to the Administrator, in such form as the Administrator may prescribe setting forth:

- (a) the amount, date and nature of the expense with respect to which a benefit is requested;
- (b) the name of the person, organization or entity to which the expense was or is to be paid;
- (c) the name of the person for whom the expense was incurred and, if such person is not the Participant requesting the benefit, the relationship of such person to the Participant;
- (d) the amount recovered or expected to be recovered, under any insurance arrangement or other plan, with respect to the expense; and
- (e) such other information as the Administrator may from time to time require.

Such application shall be accompanied by bills, invoices, receipts, cancelled checks or other statements showing the amounts of such expenses, together with any additional documentation which the Administrator may request. Claims that are not properly substantiated shall be denied.

Section 6.C.2. Reimbursement or payment of expenses.

The Administrator shall reimburse the Participant from the Participant's Medical Reimbursement Account for Qualifying Medical Care Expenses incurred during the Plan Year, for which the Participant submits a written application and documentation in accordance with Section 6.C.1. The Administrator may, at its option, pay any such Qualifying Medical Care Expenses directly to the person or organization providing or supplying medical care in lieu of reimbursing the Participant. Total reimbursements or payments under this Section 6.C. 2. of expenses incurred

during a Plan Year shall not at any time exceed the annual pledge of the Participant for the Participant's Medical Reimbursement Account for the Plan Year.

Section 6.C.3. Report to Participants on or before January 31 of each year.

On or before January 31 of each year, the Administrator shall furnish to each Participant who has received medical care expense reimbursements during the prior calendar year a statement showing the amount of such reimbursement paid during such year with respect to the Participant.

PART D. –TERMINATION OF PARTICIPATION

In the event that a Participant ceases to be a Participant for any reason, any election to receive reimbursements for Qualifying Medical Care Expenses and any related compensation reduction agreement shall terminate. The Participant (or his estate) shall be entitled to reimbursement only for Qualifying Medical Care Expenses incurred within the same Plan Year and only if the Participant's (or his estate) applies for such reimbursement in accordance with Section 6. C. 1. on or before March 15th after the close of the Plan Year, as limited by Section 6.C.2.

ARTICLE VII. MEDICAL INSURANCE PREMIUM PAYMENT PROGRAM

PART A. ELECTION TO RECEIVE MEDICAL INSURANCE PREMIUM PAYMENTS

Section 7.A.1. Election procedure.

An Employee, upon completing an open enrollment or new employee enrollment form shall automatically have flexed his or her medical insurance premium payments under this Plan, to the extent permitted by Article VII of this Plan and in accordance with the procedures established under the Plan. In order to opt-out of the medical insurance premium salary redirection, the participant must complete the opt-out form prior to the beginning of the Plan Year. The flexing of medical insurance premium payments shall be irrevocable during the Plan Year, subject to a change in family status, as provided in the Plan.

PART B.- MEDICAL INSURANCE PREMIUM PAYMENTS FUND

Section 7.B.1. Establishment of Fund.

The Employer will establish and maintain in its official accounting system a Medical Insurance Premium Payment Fund with respect to Participants who have elected to participate in the Medical Insurance Premium Program for the Plan Year.

Section 7.B.2. Crediting of Fund.

There shall be credited to a Participant's Medical Insurance Premium Payment Fund for each Plan Year, as of each date compensation is paid to the Participant in such Plan Year, an amount equal to the reduction, if any, to be made in such compensation in accordance with the Participant's election and salary reduction agreement under the Plan. All amounts credited to each such Medical Insurance Premium Payment Fund shall be the property of the Employer until paid out pursuant to Part C of Article VII of the Plan.

Section 7.B.3. Debiting of Fund.

A Participant's Medical Insurance Premium Payment Fund for each Plan Year shall be debited from time to time in the amount of any payment under Part C of Article VII of the Plan to or for the benefit of the Participant for Medical Insurance Premium Payments incurred during such Plan Year.

Section 7.B.4. Forfeiture of Fund.

The amount credited to a Participant's Medical Insurance Premium Payment Fund for any Plan Year shall be used only to pay eligible medical insurance premiums described in Part C of Article VII of the Plan. If any balance remains in the Participant's Medical Insurance Premium Payment Fund for a Plan Year after all payments hereunder, such balance shall not be carried over to pay medical insurance premiums incurred during a subsequent Plan Year, and shall not be available to the Participant in any other form or manner, except as otherwise provided in Section 8.4.

PART C. – PAYMENT OF MEDICAL INSURANCE PREMIUMS

Section 7.C.1. Eligible Medical Insurance Premiums.

The Medical Insurance Premiums eligible for payment pursuant to the Plan are limited to premiums for group medical insurance offered by the Employer to the Employees.

Section 7.C.2. Payment of Premiums.

The Administrator shall pay the group medical insurance premiums due from the Participant during the Plan Year directly to the designated entity. Provided, however, effective January 1, 2003, Participants with non-dependent spousal equivalents shall be entitled to flex that portion of Participants' medical insurance premiums paid by the Participants that pertain to Participants and their legal dependents. No payment of medical insurance premiums incurred during a Plan Year shall at any time exceed the balance of the Participant's Medical Insurance Premium Payment Fund for the Plan Year at the time of payment. The amount of medical insurance premiums not paid as a result of the preceding sentences shall be carried over and paid only if and when the balance in such fund permits such payment.

Section 7.C.3. Information to Participants on or before January 31 of each year.

On or before January 31 of each year, the Employer shall furnish to each Participant on whose behalf the Employer made medical premium insurance payments during the prior calendar year

documentation showing the amount of such payments during such year with respect to the Participant.

PART D. - TERMINATION OF PARTICIPATION

In the event that a Participant ceases to be a Participant for any reason, the Participant's salary reduction agreement relating to medical insurance premium payments shall terminate. The Participant (or his estate) shall be entitled to payment only for eligible Medical Insurance Premiums incurred within the same Plan Year. No such payment shall exceed the remaining balance, if any in the Participant's Medical Insurance Premium Fund for the Plan Year in which the expenses were incurred.

ARTICLE V111. ADMINISTRATION OF PLAN

Section 8.1. Plan Administrator.

The administration of the Plan shall be under the supervision of the Administrator. It shall be principal duty of the Administrator to see that the plan is carried out, in accordance with its terms, for the exclusive benefit of persons entitled to participate in the Plan without discrimination among them. The administrator will have full power to administer the Plan in all of its details, subject to applicable requirements of law. For this purpose, the Administrator's powers will include, but will not be limited to, the following authority, in addition to all other powers provided by this Plan:

- (a) To make and enforce such rules and regulations as it deems necessary or proper for the efficient administration of the Plan, including the establishment of any claims procedures that may be required by applicable provisions of law;
- (b) To interpret the Plan, its interpretation thereof in good faith to be final as to all persons claiming benefits under the Plan;
- (c) To decide all questions concerning the Plan and the eligibility of any person to participate in the Plan;
- (d) To appoint such agents, counsel, accountants, consultants and other persons as may be required to assist in administering the Plan; and
- (e) To allocate and delegate its responsibilities under the Plan and other to designate persons to carry out any of its responsibilities under the Plan, any such allocation, delegation or designation to be in writing.

Section 8.2. Examination of records.

The administrator will make available to each Participant such of his records under the Plan as pertain to him, for examination at reasonable times during normal business hours.

Section 8.3. Reliance on tables, etc.

In administering the Plan, the Administrator will be entitled to the extent permitted by the law to rely conclusively on all tables, valuations certificates, opinions and reports which are furnished by accountants, counsel, or other experts employed or engaged by the Administrator.

Section 8.4. Nondiscriminatory exercise of authority.

Whenever, in the administration of the Plan, any discretionary action by the Administrator is required, the Administrator shall exercise its authority in a nondiscriminatory manner so all persons similarly situated will receive substantially the same treatment.

Section 8.5. Claims and review procedures.

(a) Claims procedure. If any person believes he is being denied any rights or benefits under the Plan, such person may file a petition to review the denial of a claim in writing with the Chairman of the Committee within 90 days of the date the person receives written notice of the Administrator's denial of the claim. If any such claim is wholly or partially denied, the Chairman of the Committee will notify such person of the decision in writing. Such notification will be given within 90 days after the petition is received by the Chairman of the Committee (or within 180 days, if special circumstances require an extension of time for processing the petition, and if written notice of such extension and circumstances is given to such person within the initial 90 day period). If such notification is not given within such period, the petition will be considered denied as of the last day of such period and such person may request further review under Section 8.5(b) of his claim.

(b) Review procedure. Within 60 days after the date in which a person receives a written notice that his claim has been denied by the Chairman (or, if applicable, within 60 days after the date on which such denial is considered to have occurred) such person (or his duly authorized representative) may file a written request for a hearing with the Chairman of the Committee. The Chairman of the Committee shall notify the petitioning Participant in writing of the time and place within the city fixed for hearing at least thirty (30) days prior thereto. After such hearing, at which the Committee is authorized to take evidence, and hear argument, the Committee shall enter findings and make such order in the matter as is proper and furnish a copy to the Participant. Said findings and order shall constitute final decision of the Employer in the matter. Every decision of the Committee shall be mailed by certified mail to the Participant within 10 days of entry. Should the Participant be aggrieved by the final decision of the Committee, the Participant may proceed to have the same reviewed under Colorado Rules of Civil Procedure 106 (a) (4), or such similar procedure for the issuance of a writ in the nature of certiorari, only by the district court of the second judicial district of the State of Colorado.

ARTICLE IX. AMENDMENT AND TERMINATION OF PLAN

Section 9.1. Amendment of Plan.

The Employer reserves the power at any time or times to amend the provisions of the Plan to any extent and in any manner that it may deem advisable.

Section 9.2. Termination of Plan.

The Employer has established the Plan with the bona fide intention and expectation that it will be continued indefinitely, but the Employer will have no obligation whatsoever to maintain the Plan for any given length of time and may discontinue or terminate the Plan at any time without liability. Upon termination or discontinuance of the Plan, all elections and reductions in salary related to the Plan shall terminate, and reimbursements shall be made only in accordance with the Plan.

ARTICLE X. MISCELLANEOUS

Section 10.1 Communication to Employees.

The Employer will notify all Employees of the availability and terms of the Plan.

Section 10.2. Information to be furnished.

Participants shall provide the Employer and Administrator with such information and evidence, and shall sign such documents, as may reasonably be requested from time to time for the purpose of administration of the Plan.

Section 10.3. Benefits solely from the general assets.

Benefits provided hereunder will be paid solely from the assets of the City and County of Denver. Nothing herein will be construed to require the Employer or the Administrator to maintain any fund or segregate any amount for the benefit of any Participant, and no Participant or other person shall have any claim against, right to or security or other interest in, any fund, account or asset of the Employer from which any payment under the Plan may be made.

Section 10.4. Nonassignability of rights.

The right of any Participant to receive any reimbursement under the Plan shall not be alienable by the Participant by assignment or any other method, and will not be subject to be taken by his creditors by any process whatsoever, and any attempt to cause such right to be so subjected will not be recognized, except to such extent as may be required by law.

Section 10.5. No guarantee of tax consequences.

Neither the Administrator nor the Employer makes any commitment or guarantee that any amounts paid to or for the benefit of a Participant under the Plan will be excludable from the

Participant's gross income for federal or state income tax purposes, or that any other federal or state tax treatment will apply to or be available to any Participant. It shall be the obligation of each Participant to determine whether each payment under the Plan is excludable from the

Participant's gross income for federal and state income tax purposes, and to notify the Employer if the Participant has reason to believe that any such payment is not so excludable.

Section 10.6. Indemnification of Employer by Participants.

If any Participant receives one or more payments or reimbursements under the Plan that are not for Qualifying Medical Care Expenses, Dependent Care Expenses, or eligible Medical Insurance Premium payments, such Participant shall indemnify and reimburse the Employer for any liability the Employer may incur for failure to withhold federal or state income tax or Social Security tax from such payment or reimbursements.

Section 10.7. Improper Use of the Plan.

A Participant will automatically cease to be a Participant when the Administrator determines that the Participant made fraudulent or improper use of the Plan.

Section 10.8. Governing law.

The Plan will be construed, administered, and enforced according to the laws of Colorado.

The City and County of Denver has caused this Plan to be adopted in its name on the 28th day of October, 1987, by the Committee duly authorized pursuant to Chapter XIV of Article 18 of the Denver Revised Municipal Code, as amended on June 7, 2011.

COMMITTEE FOR THE EMPLOYEES'
VOLUNTARY SALARY REDIRECTION PLAN



Tenlee Shoffstall, CHAIR