

**SPECIAL AGENTS MUTUAL BENEFIT ASSOCIATION
RESTATED BYLAWS AND PLAN INSTRUMENT
As restated September 1, 2011**

PART ONE – BYLAWS

Article I

Name, Office Location, and Seal

Section 1.01 Name. The name of this Corporation is Special Agents Mutual Benefit Association. In the conduct of its everyday affairs, and in these Bylaws, the Corporation may also be informally referred to as “SAMBA.” This Corporation shall sponsor and administer the SAMBA Benefit Plan.

Section 1.02 Office Location. The principal office of this Corporation shall be in the State of Maryland at 11301 Old Georgetown Road, Rockville, Maryland 20852-2800, or at such other place or places as the Board of Directors may from time to time determine.

Section 1.03 Seal. The Corporation shall have and keep a seal, consisting of a circular, flat-faced die with the name of the Corporation and the year of its incorporation so engraved on its face that it can be embossed on paper by pressure.

Article II

Purpose

Section 2.01 Purpose. The Corporation’s purpose is to sponsor and administer the SAMBA Benefit Plan (the “Plan”) for its membership in accordance with the Employee Retirement Income Security Act of 1974, as amended (the “Act”). The SAMBA Benefit Plan shall include the SAMBA Health Benefits Plan (“HBP”) and such other life, sick, accident and related coverages within the scope of Internal Revenue Code § 501(c)(9) that SAMBA offers to its members.

Article III

Fiscal Year

Section 3.01 Fiscal Year. The Corporation shall maintain and operate on a calendar year basis.

Article IV

Membership

Section 4.01 Eligibility for Membership. Membership in the Corporation shall be open to individuals who are active employees of a SAMBA eligible employing agency or who are retired from a SAMBA eligible employing agency under any established retirement program. For purposes of these By-Laws, the term “SAMBA eligible

employing agency” means any branch, department, or agency of the United States Government, including, without limitation the U.S. Postal Service and the U.S. Courts.

Section 4.02 Classes of Membership. Membership in the Corporation shall consist of two classes: Regular and Associate. The Board of Directors may create Plan programs that are open to enrollment by actively employed Members or by retired Members, or both.

Section 4.03 Regular Membership. Eligible individuals may elect Regular Membership by enrolling in the HBP. Regular Members also may enroll in other Plan programs in accordance with, and as permitted by, the Plan documents. Regular Membership shall terminate contemporaneously with the termination of HBP coverage. Membership status at that time will convert to Associate Membership if the individual remains enrolled in any other Plan program.

Section 4.04 Associate Membership. Eligible individuals may elect Associate Membership by enrolling in a Plan program, other than the HBP, in accordance with, and as permitted by, the Plan documents. Associate Membership shall terminate contemporaneously with termination of Plan coverage unless the individual transfers employment to another federal agency in which case he or she may continue his or her enrollment and Associate Membership while so employed.

Section 4.05 Determination of Eligibility. The Board of Directors is empowered to determine eligibility for membership in each class and such determination shall be final.

Section 4.06 Voting. Regular Members shall have the right to vote in the election of directors. Except as otherwise expressly stated in these By-Laws or in the Articles of Incorporation, Members, including Regular Members, shall not have the right to vote on any other matter affecting the Corporation, including but not limited to merger, consolidation and dissolution.

Section 4.07 Dues. The Board of Directors shall be empowered to assess annual membership dues as it deems advisable and equitable.

Article V Meetings

Section 5.01 Time and Place; Notice. There shall be no requirement that there be any regular meetings of the Members of this Corporation. Special meetings of the members may be called by the Board of Directors, or by at least twenty percent (20%) of the Regular Members, the latter by written, signed request to the President. In either of such events, the meetings shall be held at a time and place designated by the President. Written notice of each meeting, including a statement of the business to be transacted, shall be given to the Members at least fifteen (15) days before the day set for the meeting. Members may vote in person, by proxy, or by mail. Notice may be given electronically. All meetings and other proceedings of the Corporation shall be governed by Roberts Rules of Order.

Article VI

Board of Directors, Officers, and Executive Director

Section 6.01 Conduct of Affairs; Composition. The business of the Corporation shall be conducted by a Board of Directors composed of one (1) Regular Member of the Corporation who is actively employed by the Federal Bureau of Investigation or who retired from that agency and five (5) other Regular Members of the Corporation. Board members shall serve a six year term or until their successors are elected, whichever is later. Elections will be held on a staggered basis as determined by the Board. The Board may establish shorter director terms when necessary to create the staggered elections.

Nominations for Board membership will be submitted to the Board by a nominating committee. The nominating committee shall be designated by the Board for the express purpose of nominating members for the Board of Directors. Board elections shall be conducted by mail ballot with a plurality of the timely submitted ballots required for election. The Board shall designate a tellers committee to count the ballots and report the results to the Board and the Membership.

The Board of Directors shall meet at such times and places as it may by resolution provide, or upon the call of the President. However, there must be at least one meeting each year. A majority of the whole Board of Directors shall be necessary to constitute a quorum for the transaction of any business, except for the filling of vacancies, and the act of a majority or the Directors present at a meeting where a quorum is present shall be the act of the Board of Directors.

Section 6.02 Powers of the Board of Directors. The Board of Directors of the Corporation shall have all of the powers conferred upon boards of directors of corporations organized not-for-profit and, in particular, shall have all of the following powers, which listing shall not be deemed to exclude any powers not listed:

- A. To bind the Corporation by a majority vote taken at a meeting when at least a majority of directors are present.
- B. To authorize the disbursement of funds of the Corporation in such manner and by granting such authorization to the officers of the Corporation as they may deem wise, necessary, or expedient.
- C. To carry out for the Corporation the Named Fiduciary and Plan Administrator functions described in Part II of this document.
- D. To cause the removal of any fellow Director who may be serving as a Director in violation of the Act and to fill vacancies in the Board for unexpired terms, even though done by less than a majority of the Board.
- E. To delegate its powers and duties to such Officers, Corporation employees, and others as it may deem proper.
- F. To fix the compensation of Directors and Officers, consistent with federal law, and the Executive Director, if any.

- G. To annually appoint and fix the compensation of an auditor to examine the accounts for the Corporation for each calendar year and to deliver a report of such examination to the Directors.
- H. To acquire for the Corporation, by purchase, gift, lease, exchange or otherwise real and personal property, or either, situated within or without the District of Columbia, to lease, sell, or otherwise dispose of or encumber the same; and to use, apply, or deal with same as may seem expedient for the purposes of the Corporation.
- I. To acquire or create a subsidiary or subsidiaries, which may be for profit to offer benefits outside the scope of Code § 501(c)(9) and to fulfill other business objectives, provided, however, that the arrangement is structured so that it does not jeopardize the Corporation's tax-exempt status.
- J. To make such rules and regulations, not in conflict with the Articles of Incorporation and these Bylaws, as it may deem necessary for the proper conduct of the affairs of the Corporation.
- K. To amend and change these Bylaws by affirmative vote of a majority of the whole Board; provided, however, that no such amendment shall be effective until thirty (30) days after notice of such amendment shall have been prominently posted on SAMBA's internet site.
- L. To merge, consolidate, or dissolve the Corporation, provided, however, that if the vote of the Board of Directors approves such an action by less than a 5/6's majority, then the action shall require a ratifying vote of a majority of the Regular Members in an election conducted in accordance with Section 6.01 before it may take effect.
- M. In connection with the above powers, to execute any instruments required or convenient to their exercise.

When the Certificate of the Secretary of this Corporation is affixed to any instrument executed with respect to the exercise of any of the above powers, certifying that the Directors have such powers to be exercised, any purchaser, tenant and lender shall be relieved from seeing to the application of any purchase money, rent or money loaned, and furthermore, any other corporations or persons otherwise dealing with this Corporation with respect to the foregoing powers shall likewise be relieved of requiring evidence of authority to act other than as specified herein.

Section 6.03 Officers. The Officers of the Corporation shall consist of a President, a Vice President, a Secretary, and a Treasurer. The President, Vice President, and Treasurer must be Regular Members and shall be elected by the Board of Directors for a two year term of office or until their successors are elected, whichever is later. A director contemporaneously may serve as an officer. The Board of Directors shall appoint a Secretary, who need not be a Member and who shall serve at the Board's pleasure.

Section 6.04 Duties of Officers.

- A. The President of the Corporation shall preside at all meetings of the Members and Board of Directors. With the concurrence of the Board, the President may apply for and obtain policies of group insurance and establish self-insured benefit programs, determine the rate of contributions which shall be charged the members for each policy year, authorize disbursements of funds in amounts sufficient to meet unforeseen expenses of the Corporation, authorize investment of funds, lease property and equipment and serve as fiduciary of the SAMBA Staff Pension Plan(s).
- B. The Vice President of the Corporation shall assume all of the duties of the President in the absence or disability of the President.
- C. The Secretary of the Corporation shall be custodian of these Bylaws and the Articles of Incorporation, together with any amendments thereto, and shall prepare a correct and complete record of all meetings of the Board of Directors and of the members.
- D. The Treasurer of the Corporation shall be responsible for the Corporation's funds, shall be the custodian of surety bond account records, and shall see to the disbursement of all monies ordered disbursed by the Board of Directors. All monies received by the Corporation, unless otherwise invested, shall be deposited in such federally insured bank, trust company, building and loan association, or savings and loan association as the Board of Directors may at any time and from time to time direct. Withdrawals of monies on deposit shall be made only on such signature or signatures as may at any time and from time to time be directed by the Board of Directors. The President, Vice President, Secretary, Treasurer, Executive Director and each individual authorized to make withdrawals of the Corporation's funds shall each give a surety bond approved by and in the amount fixed by the Board of Directors in accordance with the Act, but paid for by the Corporation.

Section 6.05 Executive Director. The Board of Directors, if desired, may employ a person, who need not be a Member, to serve as the Corporation's Executive Director. The Executive Director shall administer the Corporation's business and affairs and supervise the Corporation's operations under the general guidance of the Board of Directors and the Officers.

Section 6.06 Indemnification

- A. The Corporation shall, to the extent legally permissible, indemnify each person who may serve or who has served at any time as an officer, director, or employee of the corporation against all expenses and liabilities, including, without limitation, counsel fees, judgments, fines, excise taxes, penalties and settlement payments, reasonably incurred by or imposed upon such person in connection with any threatened, pending or completed action, suit or proceeding in which he or she may become involved by reason of his or her service in such capacity; provided that no indemnification shall be provided

for any such person with respect to any matter as to which he or she shall have been finally adjudicated in any proceeding not to have acted in good faith in the reasonable belief that such action was in the best interests of the corporation; and further provided that any compromise or settlement payment shall be approved by a majority vote of a quorum of directors who are not at that time parties to the proceeding.

- B. The indemnification provided hereunder shall inure to the benefit of the heirs, executors and administrators of persons entitled to indemnification hereunder. The right of indemnification under this Section 6.06 shall be in addition to and not exclusive of all other rights to which any person may be entitled.
- C. No amendment or repeal of the provisions of this Section 6.06 which adversely affects the right of an indemnified person under this Section 6.06 shall apply to such person with respect to those acts or omissions which occurred at any time prior to such amendment or repeal, unless such amendment or repeal was voted by or was made with the written consent of such indemnified person.
- D. This Section 6.06 constitutes a contract between the Corporation and the indemnified officers, directors, and employees. No amendment or repeal of the provisions of this Section 6.06 which adversely affects the right of an indemnified officer, director, or employee under this Section 6.06 shall apply to such officer, director, or employee with respect to those acts or omissions which occurred at any time prior to such amendment or repeal.

Article VII

Committees

Section 7.01 Executive Committee. The Board of Directors may appoint an Executive Committee composed at least two members. During the intervals between Board of Directors' meetings, the Executive Committee shall have all the powers and responsibilities of the Board of Directors, except for the power to amend the Articles of Incorporation and these By-laws. The Executive Director shall be an ex officio member of the Executive Committee. The Executive Committee shall keep minutes of its meetings and shall furnish those minutes to the Secretary.

Section 7.02 Finance Committee. The Board of Directors may appoint a Finance Committee composed of the Treasurer, the Executive Director, the Corporation's Controller, and such additional members as the Board may appoint. The Board may define the Finance Committee's responsibilities to include, among other matters, developing and reviewing fiscal procedures and an annual budget for the Corporation and serving as the Board of Director's liaison with the Corporation's external auditors. The Board of Directors must review and approve the budget. The Finance Committee, if created, shall keep minutes of its meetings and shall furnish those minutes to the Secretary.

Article VIII

Amendments of By-laws by Regular Members

Section 8.01 Power to Amend; Manner of Exercising. In addition to the powers hereinabove granted the Board of Directors to amend these Bylaws, the Regular Members of the Corporation, by affirmative vote of a majority of all such members voting, shall have the power to amend all or any part of these By-laws.

PART II – PLAN PROVISIONS

Article IX

Benefits Coverage

Section 9.01 All benefit programs that SAMBA sponsors for its membership, including, without limitation, the SAMBA Health Benefits Plan and all other insured and self-insured programs, constitute one employee welfare benefit plan within the meaning of the Act. The Plan shall be known as the SAMBA Benefit Plan and this document including both Parts I and II shall serve as its Plan Instrument for purposes of the Act.

Section 9.01 Health Benefits Plan. Regular Members and their eligible dependents shall have the right to the health plan benefits described in the SAMBA Health Benefits Plan contract statement of benefits (or brochure) in effect in the year in which the covered services or supplies are received, a copy of which is incorporated by reference in Section 13.10. The nature and extent of these Benefits, including applicable definitions, coverage categories, options, and exclusions and limitations, shall be as set forth in that contract statement of benefits. The HBP is governed by the Federal Employees Health Benefits Act, 5 U.S.C. § 8901 et seq.

Section 9.02 Reserved.

Section 9.03 Other Actively Employed Member Coverages. Regular and Associate Members who are actively employed by a SAMBA eligible employing agency shall be eligible for Dental and Vision Benefits, Life Insurance Benefits, Dependent Life Insurance Benefits, Personal Accident Insurance Benefits, and Disability Income Protection Benefits described in the Summary Plan Description and any related Certificate of Insurance, copies of which are incorporated by reference in Section 13.10. The nature and extent of the Dental and Vision Benefits, Life Insurance Benefits, Dependent Life Insurance Benefits, Personal Accident Insurance Benefits, and Disability Income Protection Benefits (including applicable definitions; rules for eligibility, participation and coverage; description of the benefit; amounts payable; exclusions and limitations; contributions; and procedural requirements) shall be as set forth in the Summary Plan Description and any related Certificate of Insurance.

Section 9.04 Other Retired Member Coverages. Regular and Associate Members who have retired from a SAMBA eligible employing agency under an established retirement program shall have the right to continue enrollment in the Dental and Vision Benefits, Life Insurance Benefits, Dependent Life Insurance Benefits, and Personal

Accident Insurance Benefits for retired members described in the Summary Plan Description and any related Certificate of Insurance, a copy of which is incorporated by reference in Section 13.10. The nature and extent of the Dental and Vision Benefits, Life Insurance Benefits, Dependent Life Insurance Benefits, and Personal Accident Insurance Benefits for retired members (including applicable definitions; rules for eligibility, participation and coverage; description of the benefit; amounts payable; exclusions and limitations; contributions; and procedural requirements) shall be as set forth in the Summary Plan Description and any related Certificate of Insurance.

Article X

Contributions, Funding, and Plan Assets

10.01 Employer Contributions. The SAMBA employing agencies may pay all or a portion of the cost of Plan benefits through Employer contributions, as determined by federal law.

10.02 Member Contributions. The Corporation determines, on a fixed dollar or percentage basis, the amount, if any, of contributions required from Members to entitle them and their Dependents, if applicable, to Plan benefit coverages. The amount of these contributions shall be subject to change from time to time by the Corporation.

10.03 Condition of Membership. As a condition of Plan participation and Corporation membership, Members must agree, on forms or other procedures and materials supplied by the Corporation, to make these contributions and they must actually make them.

10.04 Funding Policy. The Board of Directors establishes and carries out and from time to time may revise the funding policy and method for the Plan. Such policy and method shall be consistent with both Plan objectives and Part 4 of Title I of the Act. The Corporation may fund the Plan with Employer and Member contributions and/or through any other reasonable and lawful method, such as an insurance policy or arrangement or a fund held in accordance with Part 4 of Title I of the Act. If funded through an insurance policy, the policy should be issued to the Corporation as Plan Administrator. The Corporation further is authorized as Plan Administrator to contract with managed health, dental, or vision care organizations for the provision of benefits. Any such policy or contract may provide for the payment of premiums from Plan assets as defined in Section 10.06 below.

10.05 Named Fiduciary. The Corporation shall be the named fiduciary with the power to manage and control Plan assets as defined in Section 10.06 below. In that capacity, the Corporation shall have all powers necessary to fulfill this function, including the authority to (1) appoint a trustee as provided in § 403(a) of the Act, (2) provide directions to any trustee as provided in § 403(a)(1) of the Act, (3) appoint an investment manager or managers to manage (including the power to acquire and dispose of) Plan assets as provided in § 402(b)(3) of the Act, or (4) appoint or employ advisors (including legal counsel) to render advice with respect to any of the Corporation's responsibilities under the Plan.

10.06 Sole Source of Benefits. Except for benefits provided through an insurance policy or a managed health, dental, or vision care organization contract or paid from SAMBA Health Benefit Plan reserves held in the United States Treasury, the sole source of Plan benefits are Plan assets. Plan assets means assets held by or on behalf of the Plan to provide Plan benefits to Covered Persons. Covered Persons include Members and their eligible dependents. Plan assets include, but are not limited to, Employer and Member contributions, assets held in trust, if any, guaranteed benefit insurance policies as defined in § 401(b)(2)(B) of the Act, and reserves held by an insurance company and payable to the Plan. Payable dividends, retroactive rate adjustments, or experience refunds under a policy issued to the Corporation also are Plan assets.

10.07 Uses of Plan assets. Except as provided in Section 10.06, Plan assets, if any, shall be held in a grantor trust to the extent required by law and used in accordance with Section 404 of the Act to pay Plan benefit and other Corporation expenses. Inasmuch as the Corporation's purpose is to sponsor and administer the Plan, Corporation expenses are Plan expenses. Plan assets in excess of current obligations shall be invested in accordance with Section 10.08.

10.08 Investments. Unless an investment manager is appointed, the Trustee(s) over the Plan assets shall have the power and authority, in consultation with the Corporation, to

- A. invest and reinvest such Plan assets as are not necessary for current expenditures or liquid reserves, as the Trustee may from time to time determine, in such investments as are legal investments under applicable law.
- B. sell, exchange or otherwise dispose of such investments at any time and, from time to time.
- C. invest in any stocks, bonds, or other property, real or personal, including improved or unimproved real estate and equity interests in real estate, where such an investment appears to the Trustee, in its discretion and consistent with its fiduciary obligations under the Act, to be in the best interest of the Corporation and its Members, judged by then prevailing business conditions and standards.

The Trustee, in consultation with the Corporation, shall have the authority, in respect to any stocks, bonds or other property, real or personal, held by it as Trustee, to exercise all such rights, powers and privileges as might be lawfully exercised by any person owning similar stocks, bonds or other property in his own right.

The Corporation shall have the power and authority to appoint, pursuant to a written agreement, one or more investment managers (as defined in Section 3(38) of the Act) who shall be responsible for the management, acquisition, disposition, investing and reinvesting of such of the Plan assets as the Corporation shall specify. Any such appointment may be terminated by the Corporation upon 30 days' written notice or as

specified in the written agreement. In connection with any allocation or delegation of investment functions under this section, the Corporation shall, from time to time, adopt appropriate investment policies or guidelines.

10.09 Plan Termination. If the Plan is terminated, the Corporation may use Plan assets to pay Covered Expenses (as defined in the Summary Plan Description, incorporated by reference pursuant to Section 13.10, that is applicable to such Covered Person) outstanding as of the later of the date the termination is adopted or is effective, and Corporation expenses. Any remaining assets will be allocated by a Board of Directors' resolution that conforms with applicable law and does not adversely affect the Code Section 501(c)(9) qualified status of the Corporation. If the Plan is merged with another plan or Plan assets are transferred to another plan, Plan assets will be allocated according to the merger or acquisition agreement's terms.

Article XI Administration

11.01 Designation. The Plan Administrator is the Corporation.

11.02 Scope of Authority. Except for functions this Instrument delegates to another person or entity, the Plan Administrator:

- A. manages the Plan's operation and administration; and
- B. maintains whatever records are reasonably necessary or desirable for the Plan's proper operation and administration consistent with the Act, and the Plan's latest annual report, summary annual report, and governing documentation for inspection by anyone who participates or is eligible to participate in the Plan. If the Plan Administrator is required to furnish copies of documents, the charge for this service, payable in advance, will be the same as for furnishing information under Section 104(b)(4) of the Act.

11.03 Responsibilities. The Plan Administrator has the right to exercise, in a uniform and nondiscriminatory manner, discretion in the Plan's operation and administration. Without limiting this power's broad scope, the Plan Administrator has discretionary authority to:

- A. require any person to furnish information as often as the Plan Administrator determines reasonably necessary for the Plan's proper operation and administration, as a condition of the person's receiving Plan benefits;
- B. make and enforce rules and prescribe forms the Plan Administrator determines reasonably necessary for the Plan's proper operation and administration;
- C. decide and remedy any documentary ambiguities, inconsistencies, omissions, and other Plan matters;

- D. determine all questions concerning any person's eligibility to participate in, be covered by, and receive a Plan benefit under the Plan's provisions;
- E. judge whether objective criteria specifically stated in the Plan have been satisfied for any Plan term, condition, limit, or waiver;
- F. determine the amount of Plan benefits payable, if any, under the Plan's provisions; inform the Covered Person and any third party, as appropriate, of these amounts; to make claim decisions under the Plan's terms; and provide a full and fair review to any person whose benefit claim has been denied in whole or in part;
- G. delegate to other person(s) any duty that otherwise would be the Plan Administrator's fiduciary responsibility hereunder;
- H. engage whatever additional services the Plan Administrator deems reasonably necessary or appropriate to the Plan's operation and administration, and
- I. make administrative or technical amendments to the Plan reasonably necessary or appropriate to carry out the Corporation's intent, including amendments required or appropriate to satisfy Code and Act requirements then in effect or to conform the Plan with other governmental regulations or policies.

11.04 Finality of Decisions. Subject to the stated purposes of the Corporation and the provisions of this Instrument, the Plan Administrator shall have full and exclusive authority and discretion to determine all questions of coverage and eligibility, methods of providing or arranging for benefits and all other related matters. The Plan Administrator shall have full power and discretion to construe the provisions of this Instrument, the terms used herein and the rules and regulations issued thereunder. This authority shall include the discretion to construe disputed or ambiguous terms in this Instrument and in the Plan documents that Section 13.10 incorporates by reference. Any such determination and any such construction adopted by the Plan Administrator in good faith shall be binding upon all of the parties hereto and the Beneficiaries hereof. The Plan Administrator's (or its designated representative's) decisions and determinations on Plan matters are conclusive and binding on all parties.

Article XII

Claim Procedures

12.01 Scope of Procedures. The claim procedures shall be stated in the relevant Summary Plan Description and related Certificate of Insurance, if any, incorporated by reference in Section 13.10 consistent with the Act's requirements, and in the case of the HBP, in the HBP brochure, incorporated by reference in Section 13.10, and related HBP contract provisions.

12.02 Unclaimed Benefits. The Claim Administrator will take reasonable steps to find a claimant's whereabouts to deliver payable Plan benefits. If a claimant has not

collected her/his payable benefits within one year from the date the claim was filed, the Claim Administrator may deem the claimant's right to the benefit waived three months after having sent notice of benefits by certified mail to the claimant's last known address as shown on the Claim Administrator's records. After waiver, the Corporation and the Plan have no liability for the benefit payment.

Article XIII

Miscellaneous Provisions

13.1 Exclusive Rights. No one has a right to Plan benefits except as specified in this Instrument.

13.2 Assignment of Benefits. Except as stated in the applicable documents incorporated by reference in Section 13.10, payable Plan benefits are not subject to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge of any kind; and any attempt to effect any of these actions is void. The Corporation reserves the right to pay Plan benefits directly to the Covered Person. Even if the Plan makes a payment following the Covered Person's direction, the Corporation is not obliged to make other payments according to these directions.

13.3 Right to Recover Payments. If the Plan makes a payment for Covered Expenses (as defined in the Summary Plan Description, incorporated by reference pursuant to Section 13.10, that is applicable to such Covered Person) in a total amount exceeding what is necessary at the time to satisfy the Plan's intent, the Plan may recover the excess from the person to or for whom the payments were made.

13.4 Right to Offset Future Payments. In the event of an erroneous payment or amount of payment to a person or entity, the Plan may reduce future payments payable to or on behalf of that person by the amount of the error. This right to offset does not limit the Plan's right to recover an erroneous payment in any other manner.

13.5 Misrepresentation or Fraud. A Person who receives a Plan benefit as a result of false or incomplete information or a misleading or fraudulent representation must repay all amounts the Plan paid and is liable for all collection costs including attorneys' fees and court costs.

13.6 Legal Remedy. Before pursuing legal action, a person claiming Plan benefits or seeking redress related to the Plan must first exhaust all claim, review, and appeal procedures provided by the Plan.

13.7 Limitation on Actions. No action at law or in equity may be brought more than three years after the expiration of the time within which a written claim is due.

13.8 Governing Law. The Plan's provisions and all Plan matters, including actions of the parties involved, are construed and enforced according to applicable federal law and, to the extent not preempted, the laws of the District of Columbia

13.9 Governing Instrument. This writing, together with the documentation incorporated by reference in Section 13.10, is the legal instrument governing the Plan. In case of conflict between this document and any of the following writings, if incorporated by reference, the provisions of the incorporated documentation govern in the following order: this document; any other Plan document; any contract or agreement; any summary plan description; any enrollment, application, or election form; and, finally, any other writing. No writing or evidence may contradict or interpret the Plan's terms or provisions unless specifically incorporated by reference in Section 13.10.

13.10 Writings Incorporated By Reference. The writings attached to Appendix A as it may be amended from time to time are incorporated by reference.

13.11 Severability. If a provision of this Instrument or its application is held invalid under governing law by a court of appropriate jurisdiction, the remainder of the Plan and its application will not be affected.

13.12 Fiduciary Capacity. More than one person or entity may share a fiduciary capacity, and a person or entity may serve in more than one fiduciary capacity.

13.13 No Waiver. No Plan provision can be waived unless in a writing, signed by the party to be affected by it. A written waiver is deemed as continuing only if it specifically says so and only for the stated period.

13.14 Reliance and Liability. The Corporation, its Board of Directors, and anyone to whom a Plan duty is delegated may rely conclusively on any information furnished by an expert the Plan engages or employs. A good faith action or omission based on this reliance is binding on all parties, and no liability can be incurred for it except as the law requires. No liability can be incurred for any other action or omission of these parties except for willful misconduct or willful breach of duty to the Plan.

13.15 Disclaimer. The Corporation assumes no obligations other than those stated in this Plan. The Corporation is not liable for any other party's acts or omissions. Nor does the Corporation make any warranty about healthcare services, supplies or quality of care that Covered Persons obtain from any party, regardless of whether or not such services or supplies are Plan benefits.

Article XIV

Amendment of Termination of the Plan

14.01 Right to Amend. The Corporation (or its duly authorized representative) reserves the unlimited right, subject to legal requirements, to change the Plan in any way at any time.

14.02 Right to Suspend or Terminate. The Corporation (or its duly authorized representative) reserves the unlimited right, subject to legal requirements, to suspend

and terminate the Plan at any time even though it was established with the intention of being maintained indefinitely.

14.03 Effective Date. The Plan's amendment or termination will be effective on the date the Corporation (or its duly authorized representative) chooses, except that no amendment or termination will be retroactive or will reduce payable Plan benefits before the later of the date the amendment or termination is adopted or is effective unless the law permits otherwise.

14.04 Allocation of Plan Assets. If the Plan is terminated, Plan assets will be allocated according to Section 10.07.

14.05 Authorized Representative. The Board of Directors is the Corporation's duly authorized representative to exercise the rights described in Sections 14.01 and 14.02 above. The Board of Directors may exercise those rights following such consultations with the Executive Director and Plan advisors, among others, as the Board deems necessary and appropriate. The Board of Directors shall exercise the described rights by resolution adopted and executed in accordance with its regular procedures.