

**SIXTH AMENDMENT TO TRUST
AGREEMENT BETWEEN FIDELITY MANAGEMENT TRUST COMPANY
AND CITY OF FRESNO**

THIS AMENDMENT, dated and effective as of the first day of March, 2024, unless otherwise specified herein, by and between Fidelity Management Trust Company (“Trustee”) and City of Fresno (“Sponsor”);

WITNESSETH:

WHEREAS, the Trustee and the Sponsor heretofore entered into a Trust Agreement dated August 15, 2006, with regard to the City of Fresno Deferred Compensation Plan (the “Plan”); and

WHEREAS, the Trustee and the Sponsor now desire to amend said Trust Agreement as provided for in Section 16 thereof;

NOW THEREFORE, in consideration of the above premises, the Trustee and the Sponsor hereby amend the Trust Agreement by:

(1) Amending **Section 1. Definitions**, by adding the following:

(kk) “Domestic Relations Order” (or “DRO”)

“Domestic Relations Order” (or “DRO”) shall have the meaning ascribed to such term under Section 414(p) of the Code and, if applicable, under Section 206(d) of ERISA.

(ll) “Qualified Domestic Relations Order” (or “QDRO”)

“Qualified Domestic Relations Order” (or “QDRO”) shall have the meaning ascribed to such term under Section 414(p) of the Code and, if applicable, under Section 206(d) of ERISA.

(2) Amending **SCHEDULE “A”, RECORDKEEPING AND ADMINISTRATIVE SERVICES**, by adding the following:

F. QDROs

1. Trustee will be notified of a pending DRO either directly by Participants or by Sponsor, and Trustee will restrict the affected Participant Account upon receipt of DRO or Sponsor Direction if the DRO is determined to be a QDRO, any and all liquidations and transfers of securities will be completed pursuant to Sponsor direction.

(3) Amending **SCHEDULE “B”, FEE SCHEDULE**, by adding the following:

QDRO Qualification Fee:


This service will commence upon direction from the Sponsor. The standard service fee is \$200 for a DRO (a DRO is an order that references one or more non-ERISA plans only). The fee is charged after the initial processing of the DRO. There is no charge for the review of amended Orders. The Sponsor hereby directs Trustee to assess Order review fees to the Participant and/or the Alternate Payee in accordance with the DRO Guidelines.

IN WITNESS WHEREOF, the Trustee and the Sponsor have caused this Sixth Amendment to be executed by their duly authorized officers effective as of the day and year first above written. By signing below, the undersigned represent that they are authorized to execute this document on behalf of the respective parties. Notwithstanding any contradictory provision of the agreement that this document amends, each party may rely without duty of inquiry on the foregoing representation.

CITY OF FRESNO

By: _____
Authorized Signatory Date

**FIDELITY MANAGEMENT TRUST
COMPANY**

By:  4/10/2024
Authorized Signatory Date