Non-Standardized Governmental 401(a)

ADOPTION AGREEMENT FOR NATIONWIDE FINANCIAL SERVICES, INC. NON-STANDARDIZED GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1.	EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER. TIN AND FISCAL YEAR						
	Name:	City of Fort Collins					
	Address:	300 LaPorte Avenue	Street				
		_Fort Collins		Colorado	80521		
			ity	State	Zip		
	Telephone	: (970) 221-6535					
	Taxpayer I	Identification Number (TIN):	84-6000587				
	Employer's	s Fiscal Year ends: Decem	per 31				
2.	including a agency or i a. [] S b. [] C c. [X]	GOVERNMENTAL ENTIT an Indian tribal government a instrumentality thereof. State government or state age County or county agency Municipality or municipal age Indian tribal government (see	and may not be adopted by ney ency		rnmental entity, or agency thereof, federal government and any		
	of an India	in tribal government as deteri articipants under this Plan er	mined in accordance with (nployed by such entity sub	Code §7871(d), or is an ageno stantially perform services as	Code §7701(a)(40), is a subdivision cy or instrumentality of either, and s an Employee in essential a essential government function).		
3.	a. [] N	PATING EMPLOYERS (Plai No Yes	n Section 1.39). Will any o	ther Employers adopt this Pl	an as Participating Employers?		
		le employer plan (MEP) arra		oloyers who are not Affiliated	I Employers adopt this Plan as part		
		Yes (Complete a Participation	Agreement for each Parti	cipating Employer.)			
	NFORMAT endment to th	TION ne Adoption Agreement is no	t needed solely to reflect a	change in the information in	Question 9.)		
1.	PLAN NA	ME:					
	City of Fo	ort Collins Unclassified Mana	agement and Classified Em	ployees' Plan			
5.	C	New Plan Amendment and restatement of CYCLE 3 RESTATEMENT . [] This is an amendment	(leave blank if not applicated and restatement to bring		the legislative and regulatory restatement cycle).		
5.		VE DATE (Plan Section 1.16 ective Date of Plan (except f					
	a. <u>Decem</u> entered	nber 1, 1974 below)	(enter month day, ye	ar) (hereinafter called the "E	ffective Date" unless 6.b. is		

		ement Effective I	Date. If this is an amendn	nent and restatement, th	ne effective date of the restat	ement (hereinaster called the
			(ento	er month day, year; NC propriate retroactive ef	OTE: The restatement date m fective dates with respect to	ay not be prior to the first provisions for appropriate
7.	a. [X]	the calendar ye		•		
	b. []	the twelve-mor	nth period ending on	(e.g., June)	30th)	
		nen coordinate wi		s a Short Plan Year (if	the effective date of particip	ation is based on a Plan
		beginning on _		(enter month day, (enter month day	year; e.g., July 1, 2020) , year).	
8.	a. [X]	every day that	ange used by such agent	any transfer agent appo	inted by the Trustee (or Insudaily valuation)	rer) or the Employer, and
	c. []	the last day of	each Plan Year quarter			
			•		(must be at least one	e each Plan Year)
	NOTE	: The Plan alway	s permits interim valuati	ons.		
9.		e is named, the Er Employer (use The Committee	AME, ADDRESS AND nployer will be the Admi Employer address and te appointed by the Emplo	nistrator (Plan Section lephone number)		
		Name:				
		A 44				
		Address:		Street		
			City		State	Zip
		Telephone:				
10.	a. []	OF PLAN (select Profit Sharing Money Purcha	Plan.			
11.	The sel	on Agreement.	ow must correspond with		der the Contributions and A	
		This is a frozer 1. [] All o Plan selec 2. [] All o	n Plan (i.e., all contribution ontributions ceased as of provisions are not reflect t prior contributions at g. ontributions ceased or w	ons cease) (if this is a to f, or prior to, the effectited in this Adoption Ag f j. (optional), skip quere suspended and the	(Plan Section 4.1(c)) (option emporary suspension, select ve date of this amendment a greement (may enter effective estions 12-18 and 22-30) prior Plan provisions are reflective to the section of the s	a.2): nd restatement and the prior e date at 3. below and/or ected in this Adoption
		Effective date			d select contributions at b effective date is optional unlease the Plan).	
	_			5. restatement to net		
		ENT CONTRIBU	TIONS owing contributions (sele	ect one or more).		
		Employer con	tributions other than m	atching (Questions 24	-25) t Plan (Question 24.e. must t	pe selected)
	c. [] d. [X]	Employer ma	tching contributions (Q mployee contributions (uestions 26-28)		

	After-tax voluntary Employee contributions K] Rollover contributions (Question 36)
The 1 g. [h. [Employer contributions other than matching contributions Rollover contributions
ELIGIBILITY	REQUIREMENTS
who a. [b. [3	IBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees are excluded below or elsewhere in the Plan: (select a. or b.) No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13). Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more): Union Employees (as defined in Plan Section 1.17) In Union Employees (as defined in Plan Section 1.17) In Union Employees (Plan Section 1.29) In Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. Employee who is categorized as a seasonal Employee on the Employer's payroll records. Cother: See Addendum 1 (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)
NOT	E: If option 4 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.
	DITIONS OF ELIGIBILITY (Plan Section 3.1) No age and service required. No age and service required for all Contribution Types (skip to Question 14). Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):
	Age Requirement 1. [X] No age requirement 2. [] Age 20 1/2 3. [] Age 21 4. [] Age (may not exceed 26)
NOTI Waive (leave	If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service. Year of Service means Period of Service if the elapsed time method is chosen. To conditions. The service and/or age requirements specified above will be waived in accordance with the following blank if there are no waivers of conditions): If employed on the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3, selected below. Such Employees will enter the Plan as of such date (select 1, and/or 2, AND 3, if applicable): I. [] service requirement (may let part-time Eligible Employees into the Plan) 2. [] age requirement 3. [] waiver is for:

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		prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected,						
		then all Eligible Employees must satisfy the eligibility conditions set forth: 1. [] The eligibility conditions above only apply to Eligible Employee effective date of the modification.		vere not	Partici	ants	as of the	
		The eligibility conditions above only apply to individuals who we modification.	ere hire	d on or a	ifter the	effec	ctive date	of the
14.	An Eligiba. []	IVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2) ole Employee who has satisfied the eligibility requirements will become a Padate such requirements are met first day of the month coinciding with or next following the date on which					e:	
		first day of the Plan Year quarter coinciding with or next following the date earlier of the first day of the Plan Year or the first day of the seventh month following the date on which such requirements are met	on who of the	ich such Plan Ye	require ar coine	ment	g with or n	ext
	e. [] f. [] g. []	first day of the Plan Year coinciding with or next following the date on which first day of the Plan Year in which such requirements are met first day of the Plan Year in which such requirements are met, if such requirements are met.	rement	s are met	in the	first 6	5 months o	
	ψ. · [X]	the Plan Year. other: First payroll after meeting Eligibility (must be definitely determin	able)					
SERVIC	CE.							
15.	 RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55) a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provious the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employered predecessor Employers who maintained this Plan; skip to Question 16). b. [] Service with the designated employers is recognized as follows (select ce. and one or more of columns 13 other options as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or compared to the compared to the adoption Agreement or compared to the compared to the adoption Agreement or compared to the adoption Agreement or compared to the compared to the compared to the adoption Agreement or compared to the compared to the adoption Agreement or compared to the compared to the					i Employe nns 1 3.;	rs and	
		option h. under Section B of Appendix A):		1.	2			3.
	Other E	mployer	Elig	ibility	Vest	ing	Contrib Alloca	
	c. []	Employer name:	ŧ]	1	1	[]
	d. []	Employer name:	[}	[1	[]
	e. []	Employer name:	[]	[]	1	1
	Limitation [The following provisions or limitations apply with respect to the recognition of prior service: (e.g., credit service with X only on/following 1/1/19)	ĺ]	[J	ĵ	1
	g. []	The following provisions or limitations apply with respect to the recognition (e.g., credit service with X only on/following 1/1/19 or credit all service with 12/31/18)						•
	NOTE:	If the other Employer(s) maintained this qualified Plan, then Years (and/or must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of a				th suc	h Employ	er(s)
16.	SERVIC	E CREDITING METHOD (Plan Sections 1.40 and 1.55)						

1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in

Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a.	[X]	will be u	time method. (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time sed for: all purposes (skip to Question 17) the following purposes (select one or more): a. [] eligibility to participate b. [] vesting c. [] allocations, distributions and contributions
ъ.	[]	for the H 1. [] 2. []	ve definitions for the Hours of Service method. Instead of the defaults, the following alternatives will apply ours of Service method (select one or more): Eligibility computation period. Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service Vesting computation period. Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof. Equivalency method. Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for: a. [] all purposes b. [] the following purposes (select one or more): 1. [] eligibility to participate 2. [] vesting 3. [] allocations, distribution and contributions
			Such method will apply to: c. [] all Employees d. [] Employees for whom records of actual Hours of Service are not maintained or available
		4. []	Number of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least (not to exceed 1,000) Hours of Service for: a. [] all purposes b. [] the following purposes (select one or more):
Э.	[]	Employe	ve for counting all prior service. Instead of the default which recognizes all prior service for rehired s, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following (select one) all purposes the following purposes (select one or more): a. [] eligibility to participate b. [] vesting c. [] sharing in allocations or contributions

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	d. []	Other service crediting provisions: (must be definitely determinable; e.g., for vesting a Year of Service is based on 1.000 Hours of Service but for eligibility a Year of Service is based on 900
	NOTE: N	Hours of Service.) Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for: 1. [] All purposes
		2. [] The following purposes (select one or more): a. [] eligibility to participate
		b. [] vesting c. [] allocations, distributions and contributions
NEOTH		c. [] allocations, distributions and contributions
VESTIN		
17.		G OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b)) N/A (no Employer contributions; skip to Question 19)
	b. [X]	The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.
	NOTE:	The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.
	c. []	for Employer contributions other than matching contributions N/A (no Employer contributions (other than matching contributions); skip to f.) 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon
		entering Plan.
	е. []	The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions): 1. [] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100% 2. [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100% 3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		 4. [] Cliff: 100% vesting after (not to exceed 15) years 5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)
		Years (or Periods) of Service Percentage
		% %
		% %
		% %
	V4'	
	f. [X]	for Employer matching contributions N/A (no Employer matching contributions)
	g. []	The schedule above will also apply to Employer matching contributions.
	h. [] i. []	100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
		1. [] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
		 2. [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100% 3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		4. [] Cliff: 100% vesting after (not to exceed 15) years
		5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

		Years (or Periods) of Service	Percentage
		V <u></u>	%
		·	%
		1:	
			%
			%
			% %
			% %
		·	%
		·	
	NOTE:		who are not covered under Social Security are participating in this contributions used to satisfy the minimum contribution requirements
18.	Exclude blank if i	none apply):	will be disregarded for vesting purposes (select all that apply; leave
	a. [] b. [] c. []		
	Participa d. []	nt will become fully Vested upon (select all that ap Death	Early/Normal Retirement. Regardless of the vesting schedule, a oply; leave blank if none apply):
	e. [] f. [] g. []	Total and Permanent Disability Early Retirement Date Normal Retirement Age	
RETIRE	EMENT A	GES	
19.	This Que	L RETIREMENT AGE ("NRA") (Plan Section 1.3 stion 19 and Question 20 may be skipped if the Pla Retirement Age,	33) means: 19 and does not base any benefits, distributions or other features on
	b ₍₁₎ []	Specific age. The date a Participant attains age	oant attains age or the anniversary of the first day of ommenced
		Normal Retirement Age cannot be less than age 6 employees (as defined in Code §72(t)(1)). The "su no longer be a requirement as of the effective date less than 62 is inserted (unless the age 50 safe har will be afforded on the Opinion Letter issued to the retirement age for the industry in which the Partic beginning on or after the later of (1) January 1, 20 body with the authority to amend the plan that begregulations are published in the Federal Register, under §401(a).	ervice distributions at Normal Retirement Age are permitted, then the 2, or age 50 if substantially all Participants are qualified public safety abstantially all" requirement for qualified public safety employees will of the final regulations once they are issued & effective. If an age bor is applicable for a qualified public safety employee), no reliance are Plan that such age is reasonably representative of the typical ipants works. Effective for Employees hired during Plan Years (15, or (2) the close of the first legislative session of the legislative gins on or after the date that is three (3) months after the final an NRA of less than age 62 must comply with the final regulations
	blank if n	ot applicable)	ge for public safety employees (as defined in Code §72(t)(1)) (leave Purchase Pension Plan or 40 for a Profit Sharing Plan)
		(3° ER	
20.	a. [X] b. [] c. [] d. []	L RETIREMENT DATE (Plan Section 1.34) mean date on which the Participant attains "NRA" first day of the month coinciding with or next following the month nearest the Participant's "NI Anniversary Date coinciding with or next following with or next following the participant of th	owing the Participant's "NRA"
		Anniversary Date nearest the Participant's "NRA"	dette de la la la desarra de la companya de la comp
	f. []	Other: (e.g., first day of the mo	onth following the Participant's "NRA").

21.	a. [X]	RETIREMENT DATE (Plan Section 1.15) N/A (no early retirement provision provided) Early Retirement Date means the: 1. [] date on which a Participant satisfies the early retirement requirements 2. [] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements 3. [] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
	c. []	Early retirement requirements 4. [] Participant attains age AND, completes (leave blank if not applicable) a. [] at least Years (or Periods) of Service for vesting purposes b. [] at least Years (or Periods) of Service for eligibility purposes Early Retirement Date means: (must be definitely determinable)
COMPI	ENSATIO	N .
22.	Base defa. [X] b. [] c. []	NSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23). finition Wages, tips and other compensation on Form W-2 Code §3401(a) wages (wages for withholding purposes) 415 safe harbor compensation Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2). & 457.
	Year unl d. [X] e. []	nation period. Compensation will be based on the following "determination period" (this will also be the Limitation ess otherwise elected at option f. under Section B of Appendix A): the Plan Year the Fiscal Year coinciding with or ending within the Plan Year the calendar year coinciding with or ending within the Plan Year
	g. []	No adjustments (skip to Question 23. below) Adjustments. Compensation will be adjusted by (select all that apply): 1. [] excluding salary reductions (401(k), 125. 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457) 2. [] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits. 3. [] excluding Compensation paid during the "determination period" while not a Participant in the Plan. 4. [X] excluding Military Differential Pay 5. [X] excluding overtime 6. [X] excluding bonuses 7. [] other:
23.		EVERANCE COMPENSATION (415 REGULATIONS) npensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)
		Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.
	a. [X]	The defaults listed above apply except for the following (select one or more): 1. [] Leave cash-outs will be excluded 2. [X] Nonqualified unfunded deferred compensation will be excluded 3. [X] Disability continuation payments will be included for all Participants and the salary continuation will continue for the following fixed or determinable period: 12 months 4. [] Other: (must be definitely determinable)
	Plan Co b. []	mpensation (post-severance compensation adjustments) Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
	c. [] d. [X]	Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes. Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more): 1. [] Exclude all post-severance compensation

	e. []	 2. [] Regular pay will be excluded 3. [] Leave cash-outs will be excluded 4. [X] Nonqualified unfunded deferred compensation will be excluded 5. [] Military Differential Pay will be included 6. [] Disability continuation payments will be included for all Participants and the salary continuation will continue for the following fixed or determinable period: (must be definitely determinable) 				
CONTR	IBUTION	SS AND ALLOCATIONS				
24.		YER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question player contributions are NOT selected at Question 11,b.)				
	CONTRI a. [] b. []	Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.				
		Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).				
		Classification A will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)				
		Classification B will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita) Classification C will consist of				
		The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita) Classification D will consist of				
		The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)				
		Additional Classifications: (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).				
		NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.				
		 Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following: a. [] Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year. b. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification. c. [] Days in each classification. Pro rata based on the number of days the Participant spent in each classification. d. [] One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs. 				
		Fixed contribution equal to (only select one): 1. []% of each Participant's Compensation for each:				
		a. [] Plan Year b. [] calendar quarter c. [] month				

		d. [] pay period e. [] week \$ per Participant. \$ per Hour of Service worked while an Eligible Employee a. [] up to hours (leave blank if no limit) other: See Addendum 1 (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
l. []	rate of pa	re/vacation leave conversion. The Employer will contribute an amount equal to an Employee's current hourly multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In the Employer's contribution for the Plan Year exceed the maximum contribution permitted under 15(c).
	1. []	wing may be converted under the Plan; (select one or both): Sick leave Vacation leave
	vacation only prov 3. []	Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to ride benefits for terminated Employees) Former Employees. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions): a. [] The Former Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will not be made for hours in excess of (e.g., 40) hours Active Employees. Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions): a. [] The Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will not be made for hours in excess of (e.g., 40) hours
e. []	of each e are picke Account AND, or (select al 1. [] 2. [] 3. []	Recurity Replacement Plan. Except as provided below, the Employer will contribute an amount equal to 7.5% ligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that d-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's during such Plan Year, (may only be selected if Question 11.b.1. has also been selected) ly the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: I that apply) Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate) Other: (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).
		The minimum contribution of 7.5% stated above will be satisfied by: a. [] the Employee only (specify the contribution at the mandatory Employee contributions Question 30) b. [] the Employer only c. [] both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute% of each eligible Participant's Compensation.

		NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision,
	f. []	Other: (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).
25.	allocation a. [X]	ATION CONDITIONS (Plan Section 4,3). If 24.a., b., c., or f. is selected above, indicate requirements to share in as of Employer contributions (select a. OR b. and all that apply at c e.) No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26). Allocation conditions apply (select one of 1 5. AND one of 6 9. below) Conditions for Participants NOT employed on the last day of the Plan Year 1. [] A Participant must complete at least (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least (not to exceed 3) months of service if the elapsed time method is selected). 2. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 3. [] Participants will NOT share in the allocations, regardless of service. 4. [] Participants will share in the allocations, regardless of service. 5. [] Other: (must be definitely determinable and not subject to Employer discretion)
		Conditions for Participants employed on the last day of the Plan Year 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [] Other: (must be definitely determinable and not subject to Employer discretion)
	Participal share in the c. [] d. []	of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, atts who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to the allocations regardless of the above conditions (select all that apply: leave blank if none apply): Death Total and Permanent Disability Termination of employment on or after Normal Retirement Age 1. [] or Early Retirement Date
26.	contributi	'ER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching ons are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) following matching contributions:
A.		e contributions taken into account. For purposes of applying the matching contribution provisions below, the amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):
	_	Elective deferrals to a 457 plan. Enter Plan name(s):
	b. []	Elective deferrals to a 403(b) plan. Enter Plan name(s):
	c. []	Voluntary Employee Contributions
	d. []	Other: (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)
B.	Matching	Formula. (select one)
		Fixed - uniform rate/amount. The Employer will make matching contributions equal to% (e.g., 50) of the Participant's "matched Employee contributions" 1. [] that do not exceed% of a Participant's Compensation (leave blank if no limit) Additional matching contribution (choose 2. if applicable): 2. [] plus an additional matching contribution of a discretionary percentage determined by the Employer, a. [] but not to exceed% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

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f. []	Fixed - tiered. The Employer will make n Participant's "matched Employee contribu	natching contributions equal to a uniform percentage of each tier of each tions", determined as follows:
		r amounts, but not both. If percentages are used, each tier represents the icable contributions that equals the specified percentage of the Participant's ers if necessary):
	Tiers of Contributions (indicate \$ or %)	Matching Percentage
	First	0%
	Next	_{0%}
	Next	
	Next	
g. []	Fixed - Years of Service. The Employer of Participant's "matched Employee contribu	will make matching contributions equal to a uniform percentage of each tions" based on the Participant's Years of Service (or Periods of Service if the ned as follows (add additional tiers if necessary):
	Years (or Periods) of Servi	
	rears (or rerious) or bervi	%
	3	
	12 21	
	Service for:	ibution formula, a Year (or Period) of Service means a Year (or Period) of
	 [] vesting purposes [] eligibility purposes 	
	Flexible Discretionary Match, including the Elective Deferrals or Employee Contribut Participants or categories of Participants of matching formula(s) (collectively, the "Fleelects in its Adoption Agreement. Such contributions of the Participants	oyer retains discretion over the formula or formulas for allocating the ne Discretionary Matching Contribution rate or amount, the limit(s) on ions subject to match, the per Participant match allocation limit(s), the who will receive the allocation, and the time period applicable to any exible Discretionary Matching Formula"), except as the Employer otherwise ontributions will be subject to the Instructions and Notice requirement of the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1.
	The discretionary matching contribution u Employer elects to use a "Rigid Discretion	under this Question 26.B.h. is a "Flexible Discretionary Match" unless the nary Match." (Choose 1. if applicable.)
	Employer in its sole discretion of the annual contribution. The Er among those Adoption Agreeme such discretionary amount, for of to match, the per Participant ma	"Rigid Discretionary Match" means a Matching Contribution which the elects to make to the Plan. Such discretion will only pertain to the amount of imployer must select the allocation method for this Contribution by selecting ent options which confer no Employer Discretion regarding the allocation of example, the limit(s) on Elective Deferrals or Employee Contributions subject the allocation limit(s), the Participants who will receive the allocation, and y matching formula(s). This "Rigid Discretionary Match" is not subject to the ment of Section 4.12.
	PARTICIPANTS. For Plan Yea adopted, if a "Flexible Discretion Employer with discretion regard Employer makes a "Flexible Discretion or Trustee written will be allocated to Participants the computation period(s) to what a description of each business to Match" allocation formulas. Su Discretionary Match" is made to Participants who receive an allocation formulas.	ictions to administrator and notification to are beginning after the end of the Plan Year in which this document is first mary Match" contribution formula applies (i.e., a formula that provides and ling how to allocate a matching contribution to Participants) and the scretionary Match" to the Plan, the Employer must provide the Plan in instructions describing (1) how the "Flexible Discretionary Match" formula (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) which the "Flexible Discretionary Match" formula applies, and (3) if applicable, ocation or business classification subject to separate "Flexible Discretionary with instructions must be provided no later than the date on which the "Flexible of the Plan. A summary of these instructions must be communicated to location of the "Flexible Discretionary Match" no later than 60 days following lible Discretionary Match" contribution is made to the Plan for the Plan Year.
i. []		ed if this Plan is a Money Purchase Pension Plan) The Employer may make

matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both, If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

27.	MATCE	Tiers of Contributions (indicate \$ or %) First
A.	exceed: a. []	wm matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not N/A (no Plan specific limit on the amount of matching contribution)
В.	followin matching Match.): d. [] e. [] f. [] g. []	the Plan Year (potential annual true-up required) each payroll period (no true-up) each month (potential monthly true-up required)
28.	a. [] b. [] Waiver of Participa	employment status on the last day of the Plan Year (skip to Question 29). Allocation conditions apply (select one of 1, - 5. AND one of 6, - 9. below) Conditions for Participants NOT employed on the last day of the Plan Year. 1. [] A Participant must complete more than Hours of Service (or months of service if the elapsed time method is selected). 2. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 3. [] Participants will NOT share in the allocations, regardless of service. 4. [] Participants will share in the allocations, regardless of service. 5. [] Other: (must be definitely determinable) Conditions for Participants employed on the last day of the Plan Year 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [] Other: (must be definitely determinable and not subject to Employer discretion) of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, and so the plan Year in which one of the following events occur will be eligible to
	c. [] d. []	the allocations regardless of the above conditions (select all that apply; leave blank if none apply): Death Total and Permanent Disability Termination of employment on or after Normal Retirement Age I. [] or Early Retirement Date

28.

	unless oth specified enter 250 f. [] g. []	nerwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, hours (not 1000) at b.8. above). The Plan Year quarter. Payroll period. Other: (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).
29.	Timing of a. [] b. [X] c. []	FURES (Plan Sections 1.21 and 4.3(e)) of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur: N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply)) As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service. As soon as reasonably practical after the date the Participant severs employment.
	accordant Forfeiture	orfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in the with Employer direction that is consistent with Section 4.3(e)). Each of the second se
		added to the Employer contribution and allocated in the same manner
		used to reduce any Employer contribution allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for
	þ. []	such year other: (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)
30.	MANDA at Question	TORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected on 11.d.)
	following	mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the (select one)
		The mandatory Employee contribution is a condition of employment. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.
	Amount c. [X]	of mandatory Employee Contribution (select one) An Eligible Employee must contribute to the Plan the amount(s) defined in Addendum 1 as a (not to exceed 25%) of Compensation.
	d. []	An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from% (not less than 1%) to% (not to exceed 25%) of Compensation.
	Conditio	ns of Mandatory Employee Contributions
	e. []	Additional provisions and conditions: (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)
	unless ele	er pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) ected below. (select if applicable) The mandatory Employee contribution is not "picked-up" by the Employer.
DISTRI	BUTIONS	
31.	FORM O	F DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
	Distributi	ions under the Plan may be made in (select all that apply; must select at least one):
		lump-sums substantially equal installments
	c. []	partial withdrawals, provided the minimum withdrawal is \$ (leave blank if no minimum)
	d. []	partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
		1. [] Only Participants (and not Beneficiaries) may elect partial withdrawals or installments
		2. [] Other: (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)

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e. []	annuity: (describe the form of annuity or annuities)
f. [X]	
NOTE:	Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.
g. [] h. [X]	cash only, except for (select all that apply; leave blank if none apply): 1. [] insurance Contracts 2. [] annuity Contracts 3. [] Participant loans 4. [] all investments in an open brokerage window or similar arrangement cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions): 1. [X] Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan (must be definitely determinable and not subject to Employer discretion) ad Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provisions
	pply to the Plan unless selected below (choose if applicable)
i. []	Joint and Survivor Annuity applicable as normal form of distribution. The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
j. []	Joint and Survivor Annuity rules apply based on Participant election. Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.
	AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable). 1. [] The one-year marriage rule applies.
for the jok. []	consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above bint and survivor annuity rules) unless selected below (choose if applicable) Required for all distributions. A Spouse must consent to all distributions (other than required minimum distributions), Beneficiary designations. A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.
	AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable). 1. [] The one-year marriage rule applies.
	TIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of nent pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
	s in excess of \$5,000
	Distributions may be made as soon as administratively feasible following severance of employment. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
	Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
d. []	Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
e. []	Distributions may be made as soon as administratively feasible after months have elapsed following severance of employment.
f. [] g. []	No distributions may be made until a Participant has reached Early or Normal Retirement Date. Other: (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
	s of \$5,000 or less
	Same as above
i. [] j. []	Distributions may be made as soon as administratively feasible following severance of employment. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
k. []	Other: (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

32.

A.

B.

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C.	occurren	
		accordance with I. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
D.	automatic	ant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be cally distributed without Participant consent (mandatory distributions)?
	NOTE:	The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.
		No, Participant consent is required for all distributions. Yes, Participant consent is required only if the distribution is over: 1. [] \$5,000 2. [X] \$1.000 3. [] \$ (less than \$1.000)
		NOTE: If 2, or 3, is selected, rollovers will be included in determining the threshold for Participant consent.
		 Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below. 4. [] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ (e.g., \$200).
E.	(if any) v	s in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules. Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)
	NOTE:	Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
		BUTIONS UPON DEATH (Plan Section 6.8(b)(2)) ions upon the death of a Participant prior to the "required beginning date" will: be made pursuant to the election of the Participant or "designated Beneficiary" begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
	c. [] d. []	be made within 5 (or if lesser) years of death for all Beneficiaries be made within 5 (or if lesser) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"
	NOTE:	The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).
		PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)
A.		VICE DISTRIBUTIONS (Plan Section 6.11) e distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision)
	unless se	lected below (if applicable, answer a e.: leave blank if not applicable):
	a. [X]	In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2 5. may only be selected with Profit Sharing Plans): 1. [X] Age. The Participant has reached: (select one) a. [] Normal Retirement Age
		a. [] Normal Retirement Age b. [] age 62
		c. [] age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
		 d. [X] age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans) 2. [] the Participant has been a Participant in the Plan for at least years (may not be less than five (5))
		 3. [] the amounts being distributed have accumulated in the Plan for at least 2 years 4. [] other:
		More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below: 5. [] A Participant must satisfy each condition
	NOTE:	Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

33.

34.

		t restricti all Acco	ons. In-service distributions are permitted from the following Participant Accounts:
			m the following Accounts (select one or more):
			Account attributable to Employer matching contributions
		2. []	Account attributable to Employer contributions other than matching contributions
		3. į į	Rollover Account
		4. [j	Transfer Account
			Permitted from the following assets attributable to (select one or both):
			a. [] non-pension assets
			b. [] pension assets (e.g., from a Money Purchase Pension Plan)
			Mandatory Employee Contribution Account
		6. []	Other:(specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b)
			and is not subject to Employer discretion)
			following limitations apply to in-service distributions:
			additional limitations)
	c. []		nal limitations (select one or more):
			The minimum amount of a distribution is \$
			No more than distribution(s) may be made to a Participant during a Plan Year.
			Distributions may only be made from Accounts which are fully Vested.
		4. []	In-service distributions may be made subject to the following provisions: (must satisfy the definitely
			determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).
B.	HARDS	HIP DIST	RIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)
			ions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision)
			ow (leave blank if not applicable):
	f. []	Hardship	o distributions are permitted from the following Participant Accounts:
		1. []	all Accounts
		2. []	only from the following Accounts (select one or more):
			a. [] Account attributable to Employer matching contributions
			b. [] Account attributable to Employer contributions other than matching contributions
			c. [] Rollover Account (if not available at any time under Question 36)
			d. [] Transfer Account (other than amounts attributable to a money purchase pension plan)
			e. [] Mandatory Employee Contribution Account
			f. [] Other: (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
		NOTE:	Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a
			Money Purchase Pension Plan).
		Addition	nal limitations. The following limitations apply to hardship distributions:
			N/A (no additional limitations)
		4. []	Additional limitations (select one or more):
			a. [] The minimum amount of a distribution is \$
			b. [] No more than distribution(s) may be made to a Participant during a Plan Year.
			c. [] Distributions may only be made from Accounts which are fully Vested.
			d. [] A Participant does not include a Former Employee at the time of the hardship distribution.
			e. [] Hardship distributions may be made subject to the following provisions: (must satisfy the
			definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).
		Benefici	ary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected
		below.	
		5 []	Hardship distributions for expenses of Beneficiaries are allowed
			Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date:
			select a. and, if applicable, b.)
			a [] effective as of
			b. [] eliminated effective as of

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MISCELLANEOUS

35.	LOANS TO PARTICIPANTS (Plan Section 7.4) a. [] New loans are NOT permitted. b. [X] New loans are permitted.
	NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.
36.	ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.) Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable): a. [X] Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant b. [] Participants who are Former Employees
	Distributions. When may distributions be made from a Participant's Rollover Account? c. [X] At any time d. [] Only when the Participant is otherwise entitled to any distribution under the Plan
37.	HEART ACT (Plan Section 4.11) (select one or more) a. [] HEART ACT Continued benefit accruals. Continued benefit accruals will apply b. [] Distributions for deemed severance of employment. The Plan permits distributions for deemed severance of employment.

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its

Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _______ effective _______, by substitute Adoption Agreement page number(s) ______. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (Note: The Effective Date may be retroactive or may be prospective.)

The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

Provider Na	me: Nationwide Retirement Sol	utions	
Address:	P.O. Box 182797		
	Columbus	Ohio	43218
Telephone N	Number: (877) 496-1630		
Email addre	ss (optional):		
		dopts this Plan (add additional signature lin tiple plan documents for Employer signatur	ies as needed). NOTE: If more than one Plan type is re.
EMPLOYE	R: City of Fort Collins		
Ву:			
			DATE SIGNED

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APPENDIX A SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A.	Special o	effective dates (leave blank if not applicable):
	a. []	Special effective date(s): For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)
B.	Other pe	ermitted elections (the following elections are optional):
	a. []	No other permitted elections
	The follo	owing elections apply (select one or more):
	b. []	Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
	c. [X]	Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.) 1. [] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both): a. [] eligibility purposes b. [] vesting purposes
		 2. [X] Break-in-Service rules for rehired Employees. The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both) a. [X] all Break-in-Service rules set forth in such Sections. b. [] only the following:
	d. [X]	Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: 1.) Surviving Spouse 2.) Participant's Estate. ?Beneficiary? means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6. Upon death, the Participant?s surviving spouse is the Beneficiary unless he or she consents to the Participant?s naming another Beneficiary. (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
	e. []	Joint and Survivor Annuity/Pre-Retirement Survivor Annuity. If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.) 1. [] Normal form of annuity. Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one) a. [] joint and 100% survivor annuity b. [] joint and 75% survivor annuity c. [] joint and 66 2/3% survivor annuity
		 Pre-Retirement Survivor Annuity. The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one) a. [] 100% of a Participant's interest in the Plan. b. []% (may not be less than 50%) of a Participant's interest in the Plan.
	f. []	Limitation Year (Plan Section 1.30). The Limitation Year for Code §415 purposes will be (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
	g. []	415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below: 1. [] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":
	h. []	Recognition of Service with other employers (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

•	() [Eligibility	Vesting	Allocation
1.	[] E:	mployer name:	a. []	b. []	c. []
2.	[] E	mployer name:	a. []	b. []	c. []
3.	[] E	mployer name:	a. []	b. []	c. []
4.	[] E	mployer name:	a. []	b. []	c. []
5.	[] E	mployer name:	a. []	b. []	c. []
6.	[] Ei	mployer name:	a. []	b. []	c. []
Liı	— nitations	3	_		
7.	ге	ne following provisions or limitations apply with respect to the cognition of prior service:	a. [] —	b. []	c. []
i. []		.g., credit service with X only on/following 1/1/19) vesting provisions. The following vesting provisions apply to the	DL () (,	
	2. []	different vesting schedule other than the schedule at Question I following provisions apply (must select one of a. – d.):	tisfy the paramete e vesting schedule 7 applies to any	rs set forth a e has been ar	t Question 17) nended and a
		 Applicable Participants. The vesting schedules in Question 1 a. [] Participants who are Employees as of b. [] Participants in the Plan who have an Hour of Service 	(enter d	ate).	(enter
		date). c. [] Participants (even if not an Employee) in the Plan on d. [] Other: (e.g., Participant determinable.)			
j. []	Minim	um distribution transitional rules (Plan Section 6.8(e)(5))			
			o the amendments ansition rules belo	s made by the ow do not aff	e Small Business fect any current
	2. []	retires (the post-SBJPA rules), with the following exceptions (s			
		effective as of January 1, 1996): a. [] A Participant who was already receiving required minimules as of	(may not be eathern recommence tributions, if the P	rlier than Jar e in accordar Plan permits a nuity Starting	nuary 1, 1996) nce with the annuities as a
		3. [] Upon the recommencement of distributions b. [] A Participant who had not begun receiving required r	ninimum distribu urlier than January option to defer th outions upon attain inated with respenses that the	tions as of (1, 1996) made commence nument of age of the later (1) the l	ay elect to deferment of 70 1/2) applies ants who of (1) December

k.	[]	Other spousal provisions (select one or more)
			1. [] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:
			 Automatic revocation of spousal designation (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply. Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
l.	[]	Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of:
m.	[X]	Total and Permanent Disability. Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
n.	[]	Inclusion of Reclassified Employees (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable):
0.]	J	Claims procedures (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) = (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures. 1. [] The claims procedures set forth in Plan Section 2.10(c) = (g) apply instead of Plan Section 2.10(a). 2. [] The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows:
p.	[l	Age 62 In-Service Distributions For Transferred Money Purchase Assets (Plan Section 6.11) In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
			Limitations. The following limitations apply to these in-service distributions: 1. [] The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62. 2. [] N/A (no limitations)
			3. [] The following elections apply to in-service distributions at age 62 (select one or more): a. [] The minimum amount of a distribution is \$ (may not exceed \$1,000). b. [] No more than distribution(s) may be made to a Participant during a Plan Year. c. [] Distributions may only be made from Accounts which are fully Vested. d. [] In-service distributions may be made subject to the following provisions: (must be definitely determinable and not subject to discretion).
q.	[]	QLACs. (Plan Section 6.8(e)(4) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any

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ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A.		is. (complete only if loans to Participants are permitted; leave blank if none apply) tions (select one or more):
		Loans will be treated as Participant directed investments.
	2. []	Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
		a. [] hardship reasons specified in Plan Section 6.12
		b. [] financial necessity (as defined in the loan program).
	3. [X]	
	4. [X]	
	5. []	
		event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
	6 []	The home loan term will be years. (if not selected, the Administrator establishes the term for repayment of
	0. []	a home loan)
	7. []	
		or leave blank if no limitations apply):
		a. [] Account(s) attributable to Employer matching contributions
		b. [] Account attributable to Employer contributions other than matching contributions
		c. [] Rollover Account
		d. [] Transfer Account
		e. [] Other:
		AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied
		f. [] by determining the limits by only considering the restricted accounts.
		g. [] by determining the limits taking into account a Participant's entire interest in the Plan.
		Provisions (select all that apply; leave blank if none apply)
		ayments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll artner who only has a draw)):
		payroll deduction
		ACH (Automated Clearing House)
		check
		a. [] Only for prepayment
	c. [X] Interes	t rate. Loans will be granted at the following interest rate (if left blank, then 3, below applies):
	t≓ [X]	5_ percentage points over the prime interest rate
		%
		the Administrator establishes the rate at the time the loan is made
	d [X] Refina	ncing. Loan refinancing is allowed.
B	Life Insurance. (Plan Section 7.5)
		urance may not be purchased.
		urance may be purchased
		at the option of the Administrator
	2, []	at the option of the Participant
	Limita	tions
		N/A (no limitations)
		The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
	· · ·	a. [] Each initial Contract will have a minimum face amount of \$
		b. [] Each additional Contract will have a minimum face amount of \$
		c. [] The Participant has completed Years (or Periods) of Service.
		d. [] The Participant has completed Years (or Periods) of Service while a Participant in the Plan.
		e. [] The Participant is under age on the Contract issue date.
		f. [] The maximum amount of all Contracts on behalf of a Participant may not exceed \$
		g. [] The maximum face amount of any life insurance Contract will be \$
C.	Plan Expenses. V	Vill the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are
		particular Participant based on use of a particular Plan service?
	a. [] No	
	h [X] Vec	

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	Forfeitur c. [] d. [] e. [] f. [] Forfeitur g. [] h. [] i. []	res of Employer contributions other than matching contributions will be: added to the Employer contribution and allocated in the same manner used to reduce any Employer contribution allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year other:
		determinable and not subject to Employer discretion)
D.	a. []	Participant directed investments are NOT permitted. Participant directed investments are permitted from the following Participant Accounts: 1. [X] all Accounts 2. [] only from the following Accounts (select one or more): a. [] Account attributable to Employer contributions b. [] Rollover Account c. [] Transfer Account d. [] Other:
E.	a. []	 Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below? No, Administrator determines in operation which sources will be accepted. Yes Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more) 1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more): a. [] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions c. [] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions d. [X] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)
	3	Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies) h. [] The Plan will accept a direct rollover of a Participant loan i. [] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s): (e.g., only from Participants who were employees of an acquired organization).
		 [X] Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan will accept a contribution of an eligible rollover distribution (select one or more): [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan) [X] a plan described in Code §403(a) (an annuity plan) [X] a plan described in Code §403(b) (a tax-sheltered annuity) [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan) [X] Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
F.	the Trus (No	(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, t Agreement) ste: Select a. if not using provided trust. MUST select b and following questions as applicable): [] Do not produce the trust agreement

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b.	[X]	Complete the following UNLESS not selecting supporting forms:
	ustee.	Insurer. This Plan is funded exclusively with Contracts (select one or more of 1 4) Name of Insurer(s) 1. [] 2. [] 3. [] Use Employer address/telephone number/email 4. [] Use following address/telephone number/email a. Street: b. City: c. State: d. Zip: e. Telephone: f. Email:
	[] [X]	Individual Trustee(s) Corporate Trustee
		Trust ify name of Trust (required for FIS trust): <u>City of Fort Collins Unclassified Management and Classified Employees' Plan</u>
Dir g.		In all Trustees (if d. selected above, complete g. – j.) I/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.) Select for each individual Trustee (skip to next question) The following selections apply to all individual Trustee(s) (select 1 4. as applicable) 1. [] A discretionary Trustee over all plan assets (may not be selected with 2 4.) 2. [] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.) 3. [] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: (may not be selected with 1. or 2.) 4. [] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: (may not be selected with 1. or 2.)
	lividu ()	Individual Trustee(s) are (select one or more of a, +j.; enter address at j, below) a. Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g, selected above; select 3. – 6, as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
		b. Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3 or 5.)
		c. Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.)

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	 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3, or 5.)
d.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
e.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
f.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
g.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets:*03t0 (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
h.	Name Title/Email: 1. Title
i.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 36. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.)

	4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A pandiscretionary (directed) Trustee or Courte lieu over the following plan assets (may not be selected with 3., 4. or 6.)
	6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
	j. Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above: select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
	Individual Trustee Address (complete if d. selected above) 1. [] Use Employer address/telephone number/email 2. [] Use following address/telephone number/email a. Street: b. City: c. State: d. Zip: e. Telephone: f. Email:
k. [X] 1	e Trustee Name/Type/Address (complete if e. selected above) Name Nationwide Trust Company, FSB Address/telephone number/email 1. [] Use Employer address/telephone number/email 2. [X] Use following address/telephone number/email a. Street: 10 West Nationwide Blvd. b. City: Columbus c. State: Ohio d. Zip: 43215 e. Telephone: (877) 496-1630 f. Email: *03qT Directed/Discretionary. The Corporate Trustee is (select 3 6. as applicable) 3. [] A discretionary Trustee over all plan assets (may not be selected with 4 6.) 4. [X] A nondiscretionary (directed) Trustee over all plan assets over the following assets: (may not be selected with 3., 5. or 6.) 5. [] A discretionary Trustee over the following plan assets over the following assets: (may not be selected with 3 4.) 6. [] A nondiscretionary (directed) Trustee over the following plan assets (may not be selected with 3 4.) Signee (optional): 7. [] Name of person signing on behalf of the corporate Trustee
Special Tracollect deli	Email address of person signing on behalf of the corporate Trustee rustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to inquent contributions (optional) NameRandy Bailey
Custodian	Title: 1
m. [] 1	Name(s)

	Ad	ldres:	i/telephone number/email
	1.	[]	Use Employer address/telephone number/email
			Use following address/telephone number/email
			a. Street:
			b. City:
			c. State:
			d. Zip:
			e. Telephone:
			f. Email:
eting v	vitho owing	ut din g trust	mmon, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee ection (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of funds: (optional)
າ. []	_		(Specify the names of one or more trust funds in which the Plan can invest)
Choice	of la	w	
			st will be governed by the laws of the state of:
. [·-]			State in which the Employer's principal office is located
			State in which the corporate trustee or insurer is located
		[]	Other
	J.		Outri

Non-Standardized Governmental 401(a)

City of Fort Collins Unclassified Management and Classified Employees' Plan Addendum 1

Nationwide-Sponsored Non-Standardized Governmental Defined Contribution Pre-Approved Plan

The following provisions are incorporated into Question 12 of the Adoption Agreement as of September 18, 2020:

Section 12(b)(7) - Eligible Employees shall be updated to reflect the following:

An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP
- Unclassified Managers hired on or after April 1, 2007
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020
- · Unclassified Managers hired on or before January 1, 1999 not participating in GERP
- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not participating GERP
- Community Service Officers
- Classified City Employees (except Community Service Officers) hired before April 1, 2007 not participating in GERP
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA

The following provisions are incorporated into Question 24 of the Adoption Agreement as of September 18, 2020:

Section 24(a)(4) - Fixed Employer Contribution (Other than Matching Contributions) shall be updated to reflect the following: The Employer will make the following contributions contributed on a bi-weekly basis for:

- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011; 7.5% of Compensation
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP: 7.5% of Compensation
- Unclassified Managers hired on or after April 1, 2007: 6.5% of Compensation
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020: 7.5% of Compensation
- Unclassified Managers hired on or before January 1, 1999 not participating in GERP: 3% of Compensation
- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not
 participating GERP: 7.5% of Compensation
- Community Service Officers: 8% of Compensation
- Classified City Employees (except Community Service Officers) hired before April 1, 2007 not participating in GERP: 4.5% of Compensation
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan; 6.5% of Compensation
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA: 7.5% of Compensation

The following Employee Groups will not receive an allocation of Employer Contributions:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan

The following provisions are incorporated into Question 30 of the Adoption Agreement as of September 18, 2020:

Section 30(c) - Amounts of Mandatory Employee Contributions shall be updated to reflect the following:

The following Eligible Employees must contribute 6% of their Compensation on a bi-weekly basis to the Plan:

- Unclassified Managers who elected to remain in the General Employees' Retirement Plan (GERP) on January 1, 2011
- Unclassified Managers who elected to freeze their benefits in GERP on January 1, 2011
- Unclassified Managers hired after January 1, 1999 but before April 1, 2007 not participating in GERP
- Unclassified Managers hired on or after April 1, 2007
- Director of Administrative Services of Poudre Fire Authority hired before June 1, 2020

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Unclassified Managers hired on or before January 1, 1999 not participating in GERP

The following Eligible Employees must contribute 3% of Compensation on a bi-weekly basis to the Plan:

- Classified City Employees (except Community Service Officers) hired on or after January 1, 1999 but prior to April 1, 2007 not participating GERP
- Community Service Officers
- Classified City Employees (except Community Service Officers) participating in GERP and the Money Purchase Plan
- Classified City Employees hired on or after April 1, 2007 participating in the Money Purchase Plan
- Classified PFA Employees not participating in GERP and participating in the Money Purchase Plan for PFA

The following Employee Groups are not required to contribute:

- Classified City Employees (except Community Service Officers) hired before April 1. 2007 not participating in GERP
- Classified City Employees (except Community Service Officers) participating GERP and not in the Money Purchase Plan

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Unclassified Management and Classified Employees' Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey Director, Accounting	TESS	5/22/2024
	SPECIAL TRUSTEE	DATE SIGNED

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ADOPTION AGREEMENT FOR NATIONWIDE FINANCIAL SERVICES, INC. NON-STANDARDIZED GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

1.	EMPLOY	ER'S NAME, ADDRESS. TELE	PHONE NUMBER, TIN A	AND FISCAL YEAR	
	Name:	City of Fort Collins			
	Address:	300 LaPorte Avenue	Street		74/10
		-8	Street		
		Fort Collins		Colorado	80521
		City		State	Zip
	Telephone	(970) 221-6535		20	
	Taxpayer I	dentification Number (TIN): _8	4-6000587	_	
	Employer's	s Fiscal Year ends: <u>December 3</u>	1		
2.	including a agency or it a. [] S b. [] C c. [X]	GOVERNMENTAL ENTITY. Tan Indian tribal government and rinstrumentality thereof. State government or state agency County or county agency Municipality or municipal agency ndian tribal government (see Not	nay not be adopted by any		rernmental entity, or agency thereof, a federal government and any
	of an India all of the P	n tribal government as determine articipants under this Plan emplo	d in accordance with Code yed by such entity substan	§7871(d), or is an age tially perform services	Code §7701(a)(40), is a subdivision to the contract of either, and as an Employee in essential an essential government function).
3.	a. [X] N	'ATING EMPLOYERS (Plan Sed No Yes	ction 1.39). Will any other	Employers adopt this	Plan as Participating Employers?
	of a multip	E EMPLOYER PLAN (Plan Arti le employer plan (MEP) arrangei No		ers who are not Affiliat	ed Employers adopt this Plan as par
		es (Complete a Participation Ag	reement for each Participal	ting Employer.)	
	NFORMAT indment to th	TION he Adoption Agreement is not nee	eded solely to reflect a char	nge in the information	in Question 9.)
4.	PLAN NAI	ME:			
	City of Fo	ort Collins Service Directors' and	Council Employees' Plan		
5.		New Plan Amendment and restatement of ex EVCLE 3 RESTATEMENT (let I] This is an amendment as	ave blank if not applicable	lan into compliance wi	
6.	Initial Effe	EDATE (Plan Section 1.16) (co ective Date of Plan (except for real plan)	statements, cannot be earl	ier than the first day of	
	entered	below)			

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		ement Effective Date. If this is an amendment and restatement, the effective date of the ive Date") is:	e restatement (hereinaster called the
	b. Jan	nuary 1, 2024 (enter month day, year; NOTE: The restatement of the current Plan Year. Plan contains appropriate retroactive effective dates with res	date may not be prior to the first pect to provisions for appropriate
7.		YEAR (Plan Section 1.43) means, except as otherwise provided in d. below: the calendar year	
	b. []	the twelve-month period ending on(e.g., June 30th)	
	Year, th	beginning on (enter month day, year; e.g., July 1, 202	
		and ending on (enter month day, year).	
3.	a. [X] b. [] c. [] d. []	ATION DATE (Plan Section 1.53) means: every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (any stock exchange used by such agent are open for business (daily valuation) the last day of each Plan Year the last day of each Plan Year quarter other (specify day or days): The Plan always permits interim valuations.	
9.	(If none a. [X]	NISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER e is named, the Employer will be the Administrator (Plan Section 1.2).) Employer (use Employer address and telephone number) The Committee appointed by the Employer (use Employer address and telephone nu Other: Name:	umber)
		Address:	
		Street	
		City State Telephone:	Zip
10.	a. []	OF PLAN (select one) Profit Sharing Plan. Money Purchase Pension Plan.	
11.	The sele Adoption FROZE	RIBUTION TYPES lections made below must correspond with the selections made under the Contributions on Agreement. EN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, 1. [] All contributions ceased as of, or prior to, the effective date of this amend Plan provisions are not reflected in this Adoption Agreement (may enter e select prior contributions at g j. (optional), skip questions 12-18 and 22- 2. [] All contributions ceased or were suspended and the prior Plan provisions Agreement (must enter effective date at 3. below and select contributions	(optional) select a.2): ment and restatement and the prior effective date at 3. below and/or effective date at 3. below and/or are reflected in this Adoption
		Effective date 3. [] as of (effective date is option above or this is the amendment or restatement to freeze the Plan).	
	The Pla b. [X] c. [X]	1. [] This Plan qualifies as a Social Security Replacement Plan (Question 24.e.	must be selected)

		After-tax voluntary Employee contributions Rollover contributions (Question 36)
	The Plang. [] h. [] i. []	CONTRIBUTIONS n used to permit, but no longer does, the following contributions (choose all that apply, if any): Employer matching contributions Employer contributions other than matching contributions Rollover contributions After-tax voluntary Employee contributions
ELIGIB	ILITY R	EQUIREMENTS
12.	who are	LE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees excluded below or elsewhere in the Plan: (select a. or b.) No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13). Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more): 1. [] Union Employees (as defined in Plan Section 1.17) 2. [] Nonresident aliens (as defined in Plan Section 1.17) 3. [] Leased Employees (Plan Section 1.29) 4. [] Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). 5. [] Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. 6. [] Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. 7. [X] Other: An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups: Deputy City Manager, Assistant City Manager, Service Area Director, Service Unit Director, Chief of Police, City Manager, City Attorney, and Municipal Judge. (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)
	NOTE:	If option 4 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.
13.		TIONS OF ELIGIBILITY (Plan Section 3.1) No age and service required. No age and service required for all Contribution Types (skip to Question 14). Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c, and d., select e, and f. if applicable):
	c. []	Age Requirement 1. [] No age requirement 2. [] Age 20 1/2 3. [] Age 21 4. [] Age (may not exceed 26) Service Requirement 1. [] No service requirement 2. [] (not to exceed 60) months of service (elapsed time) 3. [] 1 Year of Service 4. [] (not to exceed 5) Years of Service 5. [] (not to exceed 5) Years of Service 6. [] consecutive month period from the Eligible Employee's employment commencement date and during which at least Hours of Service are completed. 6. [] consecutive months of employment. 7. [] Other: (e.g date on which 1.000 Hours of Service is completed within the computation period) (must satisfy the Notes below) If c.4, or d.7, is selected, the condition must be an age or service requirement that is definitely determinable and may
		not exceed age 26 and may not exceed 5 Years of Service. Year of Service means Period of Service if the elapsed time method is chosen.
	(leave bla	of conditions. The service and/or age requirements specified above will be waived in accordance with the following ank if there are no waivers of conditions): If employed on the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable): 1. [] service requirement (may let part-time Eligible Employees into the Plan)

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		2. [] age requirement 3. [] waiver is for:						
	Amendm f. []	This amendment or restatement (or a prior amendment and restatement) a prior eligibility conditions continue to apply to the Eligible Employees system all Eligible Employees must satisfy the eligibility conditions set for 1. [] The eligibility conditions above only apply to Eligible Employees fective date of the modification. 2. [] The eligibility conditions above only apply to individuals who modification.	pecified be the above. ees who	elow. If	this opti	on is ants a	NOT se as of the	lected,
14.	EFFECT An Eligit a. [] b. [] c. [] d. [] e. [] f. [] g. []	IVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2) ble Employee who has satisfied the eligibility requirements will become a date such requirements are met first day of the month coinciding with or next following the date on which first day of the Plan Year quarter coinciding with or next following the dearlier of the first day of the Plan Year or the first day of the seventh more following the date on which such requirements are met first day of the Plan Year coinciding with or next following the date on which such requirements are met first day of the Plan Year in which such requirements are met, if such received the Plan Year, or as of the first day of the next succeeding Plan Year if such the Plan Year.	th such reate on whath of the which such the contraction of the contra	equireme nich such Plan Ye h require	nts are n requirer ear coinc ements ar	net ments iding re me	s are met with or et	next of the
	h. [X]	other: First payroll after meeting Eligibility (must be definitely determ	inable)					
SERVIC	Œ							
15.	RECOGI a. [X] b. []	NITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.4) No service with other employers is recognized except as otherwise requi the recognition of service with Employers who have adopted this Plan as predecessor Employers who maintained this Plan; skip to Question 16). Service with the designated employers is recognized as follows (select cother options as applicable) (if more than 3 employers, attach an addended option h. under Section B of Appendix A):	red by law well as s — e, and	w (e.g., t service w one or n	vith Affil nore of c	iated olum	Employ	ers and
		Space and Comment of the Comment of		1.	2.			3.
	Other E	mployer	Elig	ibility	Vesti	ıg	Contri Alloc	
	c. []	Employer name:]	1	ſ]	[1
	d. []	Employer name:	Į	1	1]	(]
	e. []	Employer name:	[]	I]	ſ	1
	Limitati f. []	The following provisions or limitations apply with respect to the recognition of prior service:	[1]]	I	1
	g. []	The following provisions or limitations apply with respect to the recogni (e.g., credit service with X only on/following 1/1/19 or credit all service 12/31/18)						er
	NOTE:	If the other Employer(s) maintained this qualified Plan, then Years (and/must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of				ı suc	h Emplo	yer(s)
16.		E CREDITING METHOD (Plan Sections 1.40 and 1.55) If any Plan provision is based on a Year of Service, then the provisions s	et forth i	n the def	inition o	f Yea	ar of Ser	vice in

Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
- 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

- 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
- 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
- 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

a. [X	will be 1. [X]	d time method. (Period of Service applies instead of Year of Service) Instead of Hours of Service. elapsed time used for: all purposes (skip to Question 17) the following purposes (select one or more): a. [] eligibility to participate b. [] vesting c. [] allocations, distributions and contributions
b. [for the 1. []	the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service Vesting computation period. Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
		Such method will apply to: c. [] all Employees d. [] Employees for whom records of actual Hours of Service are not maintained or available
	4. []	Number of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least (not to exceed 1,000) Hours of Service for: a. [] all purposes b. [] the following purposes (select one or more): 1. [] eligibility to participate 2. [] vesting 3. [] allocations, distributions and contributions
с. []	Employe purpose	tive for counting all prior service. Instead of the default which recognizes all prior service for rehired ees, the Plan will not recognize prior service and rehired Employee are treated as new hires for the following service (select one) all purposes the following purposes (select one or more): a. [] eligibility to participate b. [] vesting c. [] sharing in allocations or contributions

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	d. []	Other service crediting provisions: (must be definitely determinable; e.g
	. ,	for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900
		Hours of Service.)
	NOTE: N	Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:
		1. [] All purposes
		2. [] The following purposes (select one or more):
		a. [] eligibility to participate
		b. [] vesting
		c. [] allocations, distributions and contributions
v 100 000000	6	
VESTIN	(G	
	VECTO	C OF BUREIGN ANTIC INTERPRET. FAIRLOVER CONTRIBUTIONS (BL. C. et al. A. A.A.)
17.		G OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
		N/A (no Employer contributions; skip to Question 19)
	b. [X]	
		provisions below.
	NOTE:	The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.
		,
	Vesting	for Employer contributions other than matching contributions
		N/A (no Employer contributions (other than matching contributions); skip to f.)
		100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon
	w. [75]	entering Plan.
	e. []	
	v. []	method is selected), applies to Employer contributions (other than matching contributions):
		1. [] 6 Year Graded: 0-1 year-0%: 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%: 6 years-100%
		2. [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
		3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		4. [] Cliff: 100% vesting after (not to exceed 15) years
		5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional
		lines as necessary)
		Years (or Periods) of Service Percentage
		%
		%
		%
		%
		%
		o⁄ _o
		for Employer matching contributions
	f. []	N/A (no Employer matching contributions)
	g. [X]	The schedule above will also apply to Employer matching contributions.
	h. []	100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
	i. []	The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time
	. ,	method is selected), applies to Employer matching contributions:
		1. [] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
		2. [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
		3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		4. [] Cliff: 100% vesting after (not to exceed 15) years
		5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional
		lines as necessary)

		Years (or Periods) of Service	Percentage
			0/₀
			%
			%
			%
			% %
			
			
		<u> </u>	9/0
	NOTE:		who are not covered under Social Security are participating in this contributions used to satisfy the minimum contribution requirements
18.	VESTIN	G OPTIONS	
	Exclude	d vesting service. The following Years of Service v	vill be disregarded for vesting purposes (select all that apply: leave
	blank if i	none apply):	
	a. [] b. [] c. []	Service prior to the initial Effective Date of the Pl Service prior to the computation period in which a Service during a period for which an Employee di	
		for death, Total And Permanent Disability and I	Early/Normal Retirement. Regardless of the vesting schedule, a
	d. []	Death	, , , , , , , , , , , , , , , , , , ,
	e. []	Total and Permanent Disability	
	f. []	Early Retirement Date	
	g. []	Normal Retirement Age	
RETIRE	EMENT A	GES	
19.	NORMA	L RETIREMENT AGE ("NRA") (Plan Section 1.3	3) means: 19
			n does not base any benefits, distributions or other features on
		Retirement Age.	5
		Specific age. The date a Participant attains age _5	or the anniversary of the first day of
	υ. []	the Plan Year in which participation in the Plan co	
	c. []	Other: (must be definitely	
	. ()	(((((((((((((((((((((((((((((((((((((((
	NOTE:	Normal Retirement Age cannot be less than age 6 employees (as defined in Code §72(t)(1)). The "su	ervice distributions at Normal Retirement Age are permitted, then the 2, or age 50 if substantially all Participants are qualified public safety bstantially all" requirement for qualified public safety employees will of the final regulations once they are issued & effective. If an age
		will be afforded on the Opinion Letter issued to the	por is applicable for a qualified public safety employee), no reliance e Plan that such age is reasonably representative of the typical
			ipants works. Effective for Employees hired during Plan Years
			15, or (2) the close of the first legislative session of the legislative ins on or after the date that is three (3) months after the final
			an NRA of less than age 62 must comply with the final regulations
	0 110		
			ge for public safety employees (as defined in Code §72(t)(1)) (leave
		not applicable) Age (may not be less than 50 for a Money	Purchase Pension Plan or 40 for a Profit Sharing Plan)
20.	a. [X]	L RETIREMENT DATE (Plan Section 1.34) mean date on which the Participant attains "NRA"	
		first day of the month coinciding with or next follo	
		first day of the month nearest the Participant's "NI	
	d. []	Anniversary Date coinciding with or next following	ig the Participant's "NKA"
	e. [] f. []	Anniversary Date nearest the Participant's "NRA" Other: (e.g., first day of the mo	inth following the Participant's "NR A")
	(]	(e.g., mat day of the me	and to to the factorpairs from f.

21.	EARLY a. [X] b. []	
	c. []	Early retirement requirements 4. [] Participant attains age AND, completes (leave blank if not applicable) a. [] at least Years (or Periods) of Service for vesting purposes b. [] at least Years (or Periods) of Service for eligibility purposes Early Retirement Date means: (must be definitely determinable)
COMPI	ENSATIO	N .
22.	Base def a. [X] b. [] c. []	NSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23). finition Wages, tips and other compensation on Form W-2 Code §3401(a) wages (wages for withholding purposes) 415 safe harbor compensation Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.
	Year unl d. [X] e. []	ination period. Compensation will be based on the following "determination period" (this will also be the Limitation ess otherwise elected at option f. under Section B of Appendix A): the Plan Year the Fiscal Year coinciding with or ending within the Plan Year the calendar year coinciding with or ending within the Plan Year
	g. []	No adjustments (skip to Question 23. below) Adjustments. Compensation will be adjusted by (select all that apply): 1. [] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup. & 457) 2. [] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits. 3. [] excluding Compensation paid during the "determination period" while not a Participant in the Plan. 4. [X] excluding Military Differential Pay 5. [X] excluding overtime 6. [X] excluding bonuses 7. [] other:
23.		EVERANCE COMPENSATION (415 REGULATIONS)
		undersation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply) Unless otherwise elected under a below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.
	a. [X]	
	Plan Co b. []	mpensation (post-severance compensation adjustments) Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs. and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
	c. [] d. [X]	Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.

	e. []	 2. [] Regular pay will be excluded 3. [] Leave cash-outs will be excluded 4. [X] Nonqualified unfunded deferred compensation will be excluded 5. [] Military Differential Pay will be included 6. [] Disability continuation payments will be included for all Participants and the salary continuation will continue for the following fixed or determinable period:
CONTR	IBUTION	SS AND ALLOCATIONS
24.		YER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question player contributions are NOT selected at Question 11.b.)
		BUTION FORMULA (select one or more of the following contribution formulas:) Discretionary contribution (no groups). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants. Discretionary contribution (Grouping method). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group. 1. [] Each Participant constitutes a separate classification. 2. [] Participants will be divided into the following classifications with the allocation methods indicated under each classification.
		Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).
		Classification A will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification B will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification C will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification D will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Additional Classifications: (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).
		NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.
		 Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following: a. [] Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year. b. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification. c. [] Days in each classification. Pro rata based on the number of days the Participant spent in each classification. d. [] One classification only. The Employer will direct the Administrator to place the Participant in only and leaving the participant for the participant which the philocause.
	e. [X]	one classification for the entire Plan Year during which the shift occurs. Fixed contribution equal to (only select one): 1. []% of each Participant's Compensation for each:

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	2. [] 3. [] 4. [X]	d. [] pay period e. [] week \$ per Participant. \$ per Hour of Service worked while an Eligible Employee a. [] up to hours (leave blank if no limit) other: 10% of Participant's Compensation contributed bi-weekly (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
d. []	rate of pa	re/vacation leave conversion. The Employer will contribute an amount equal to an Employee's current hourly multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. ent will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under 15(c).
	I. []	owing may be converted under the Plan: (select one or both): Sick leave Vacation leave
	vacation only prov	Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or leave (select 3, and/or 4: leave blank if no limitations provided, however, that this Plan may not be used to vide benefits for terminated Employees) Former Employees. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions): a. [] The Former Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will not be made for hours in excess of (e.g., 40) hours Active Employees. Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply: leave blank if no exclusions): a. [] The Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will only be made if the total hours is over (e.g., 10) hours
e. []	of each e are picke Account AND, or (select al	ecurity Replacement Plan. Except as provided below, the Employer will contribute an amount equal to 7.5% ligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that de-up under Code \$414(h) and Employer contributions to this Plan actually contributed to the Participant's during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) ally the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: 1 that apply) Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation \$31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation \$31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation \$31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate) Other: (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).
		The minimum contribution of 7.5% stated above will be satisfied by: a. [] the Employee only (specify the contribution at the mandatory Employee contributions Question 30) b. [] the Employer only c. [] both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute% of each eligible Participant's Compensation.

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25

		below do not apply to the Employer contribution made pursuant to this provision.
	f. []	Other: (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classification allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).
25.		CATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in one of Employer contributions (select a. OR b. and all that apply at c, - e.) No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
	b. []	
		 A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). Participants will NOT share in the allocations, regardless of service. Participants will share in the allocations, regardless of service. Other:
		Conditions for Participants employed on the last day of the Plan Year
		 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [] Other: (must be definitely determinable and not subject to Employer discretion)
	Participa share in c. []	of conditions for Participants NOT employed on the last day of the Plan Year. If b. l., 2., 3., or 5. above is selected, ants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to the allocations regardless of the above conditions (select all that apply; leave blank if none apply): Death Total and Permanent Disability
	e. []	
26.	contribu	YER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching tions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) a following matching contributions:
A.		ee contributions taken into account. For purposes of applying the matching contribution provisions below, the g amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):
	$a \in [X]$	Elective deferrals to a 457 plan. Enter Plan name(s): <u>City of Fort Collins 457(b) Deferred Compensation Plan</u>
	b []	Elective deferrals to a 403(b) plan. Enter Plan name(s):
	c. []	Voluntary Employee Contributions
	d. []	Other: (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)
В.	Matchir	g Formula. (select one)
	e. []	Fixed - uniform rate/amount. The Employer will make matching contributions equal to% (e.g., 50) of the Participant's "matched Employee contributions" 1. [] that do not exceed% of a Participant's Compensation (leave blank if no limit) Additional matching contribution (choose 2. if applicable): 2. [] plus an additional matching contribution of a discretionary percentage determined by the Employer. a. [] but not to exceed% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

<u>f</u> ,	(]	Fixed - tiered. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:
			NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):
			Tiers of Contributions Matching Percentage (indicate \$ or %)
			First%
			Next%
g	[]	Next
			Years (or Periods) of Service Matching Percentage
			%
			%
			For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for: 1. [] vesting purposes 2. [] eligibility purposes
h.		•	Flexible Discretionary Match. (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1. below.
			The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)
			1. [] Rigid Discretionary Match. A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.
			Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to allocate a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount). (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.
į.	[]	Discretionary - tiered. (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

Tiers of Contributions

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4,12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Matching Percentage

		(indicate \$ or %) First % Next % Next % Next %
	j. [X]	Other: For the City Attorney, the Employer will make matching contributions equal to 100% of the Participant's elective deferrals that do not exceed 4.5% of compensation. All other eligible Participants will receive a matching contribution of 100% of the Participant's elective deferrals that do not exceed 3% of compensation (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula. NOTE: Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)
A.		IING CONTRIBUTION PROVISIONS Im matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not
	a. [X]	N/A (no Plan specific limit on the amount of matching contribution)
В.	followin matchin Match.): d. []	the Plan Year (potential annual true-up required) each payroll period (no true-up) each month (potential monthly true-up required) each Plan Year quarter (potential quarterly true-up required)
	ALLOC a [] b. [X]	ATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c h. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29). Allocation conditions apply (select one of 1 5. AND one of 6 9. below) Conditions for Participants NOT employed on the last day of the Plan Year. 1. [] A Participant must complete more than Hours of Service (or months of service if the elapsed time method is selected). 2. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 3. [] Participants will NOT share in the allocations, regardless of service. 4. [] Participants will share in the allocations, regardless of service. 5. [X] Other: Only Employees classified as a Service Area/ Unit Director are eligible for Employer Matching (must be definitely determinable)
		Conditions for Participants employed on the last day of the Plan Year 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [X] Other: Only Employees classified as a Service Area/ Unit Director are eligible for Employer Matching (must be definitely determinable and not subject to Employer discretion)

	Participants who are not employed on the last day of the Plan Year in w share in the allocations regardless of the above conditions (select all tha c. [] Death d. [] Total and Permanent Disability e. [] Termination of employment on or after Normal Retirement A 1. [] or Early Retirement Date	hich one of the following events occur will be eligible to t apply; leave blank if none apply):
	Conditions based on period other than Plan Year. The allocation counless otherwise selected below. If selected, the above provisions will be specified period (e.g., if Plan Year quarter is selected below and the allocater 250 hours (not 1000) at b.8. above). f. [] The Plan Year quarter. g. [] Payroll period. h. [] Other: (must be definitely determinable and not	e applied by substituting the term Plan Year with the ocation condition is 250 Hours of Service per quarter.
	a twelve month period).	
29.	FORFEITURES (Plan Sections 1.21 and 4.3(e)) Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfa. [] N/A (may only be selected if all contributions are fully Vestee b. [X] As of the earlier of (1) the last day of the Plan Year in which Breaks in Service, or (2) the distribution of the entire Vested c. [] As of the last day of the Plan Year in which the former Partic d. [] As soon as reasonably practical after the date the Participant services.	I (default provisions at Plan Section 4.3(e) apply)) the former Participant incurs five (5) consecutive 1-Year portion of the Participant's Account, ipant incurs five (5) consecutive 1-Year Breaks in Service.
	Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Pla accordance with Employer direction that is consistent with Section 4.3(Forfeitures will be (select one):	
	e. [] added to the Employer contribution and allocated in the same	manner
	f. [X] used to reduce any Employer contribution g. [] allocated to all Participants eligible to share in the allocations proportion that each Participant's Compensation for the Plan such year	
	*/	nt of Forfeitures in a manner that is definitely
30.	MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (s at Question 11.d.)	skip if mandatory Employee contributions NOT selected
	Type of mandatory Employee Contribution. The mandatory Employ following: (select one) a. [] The mandatory Employee contribution is a condition of employ. [] The Employee must make, on or before first being eligible to irrevocable election to contribute the mandatory Employee contribution.	oyment. participate under any Plan of the Employer, an on the plan. No Eligible Employee will become
	a Participant unless the Employee makes such an irrevocable	election.
	d. [] An Eligible Employee must, prior to his or her first Entry Dat	ot to exceed 25%) of Compensation. e. make a one-time irrevocable election to contribute to o exceed 25%) of Compensation.
	Conditions of Mandatory Employee Contributions e. [] Additional provisions and conditions: determinable; e.g., Only full-time Employees must make man	datory Employee contributions) (must be definitely
	Employer pick-up contribution. The mandatory Employee contribution unless elected below. (select if applicable) f. [] The mandatory Employee contribution is not "picked-up" by	
DISTR	TRIBUTIONS	
31.	FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6) Distributions under the Plan may be made in (select all that apply; must a. [X] lump-sums b. [X] substantially equal installments	select at least one):

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c. [] partial withdrawals, provided the minimum withdrawal is \$ (leave blank if no minimum) d. [] partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions): 1. [] Only Participants (and not Beneficiaries) may elect partial withdrawals or installments 2. [] Other: (e.g., partial is not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
e. [] annuity: (describe the form of annuity or annuities) f. [X] other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)
NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.
Cash or property. Distributions may be made in: g. [X] cash only, except for (select all that apply; leave blank if none apply): 1. [] insurance Contracts 2. [] annuity Contracts 3. [] Participant loans 4. [] all investments in an open brokerage window or similar arrangement h. [] cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property
distributions):
1. [] (must be definitely determinable and not subject to Employer discretion)
Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provision do not apply to the Plan unless selected below (choose if applicable) i. [] Joint and Survivor Annuity applicable as normal form of distribution. The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected) j. [] Joint and Survivor Annuity rules apply based on Participant election. Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if an annuity form of distribution is selected by a Participant.
AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable). † [] The one-year marriage rule applies.
Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable) k. [] Required for all distributions. A Spouse must consent to all distributions (other than required minimum distributions). l. [X] Beneficiary designations. A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.
AND, if k, or l, is selected, the one-year marriage rule does not apply unless selected below (choose if applicable). 1. [] The one-year marriage rule applies.
CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:
Accounts in excess of \$5,000 a. [X] Distributions may be made as soon as administratively feasible following severance of employment. b. [] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment. c. [] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment. d. [] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment. e. [] Distributions may be made as soon as administratively feasible after months have elapsed following severance of employment. f. [] No distributions may be made until a Participant has reached Early or Normal Retirement Date. g. [] Other: (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
Accounts of \$5,000 or less
 h. [X] Same as above i. [] Distributions may be made as soon as administratively feasible following severance of employment.

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A.

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	j. []	Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
	k. []	
C.	occurrent was first and 32.h	after initial distributable event. If a distribution is not made in accordance with the above provisions upon the acc of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f):
	l. []	Other: (e.g., a subsequent distribution request may only be made in accordance with I. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
D.		ant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be cally distributed without Participant consent (mandatory distributions)?
	NOTE:	The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.
		No. Participant consent is required for all distributions. Yes, Participant consent is required only if the distribution is over: 1. [] \$5,000
		2. [X] \$1.000 3. [] \$ (less than \$1.000)
		NOTE: 1f 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
		Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below. 4. [] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ (e.g., \$200).
		rs in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules. Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)
	NOTE:	Regardless of the above election, if the Participant consent threshold is \$1.000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
		BUTIONS UPON DEATH (Plan Section 6.8(b)(2))
	Distribu a. [X]	tions upon the death of a Participant prior to the "required beginning date" will: be made pursuant to the election of the Participant or "designated Beneficiary"
	a. [X]	begin within I year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin
	c. []	prior to December 31st of the year in which the Participant would have attained age 70 1/2 be made within 5 (or if lesser) years of death for all Beneficiaries
	d. []	be made within 5 (or if lesser) years of death for all Beneficiaries be made within 5 (or if lesser) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"
	NOTE:	The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).
A.	IN-SER	PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply) VICE DISTRIBUTIONS (Plan Section 6.11)
		ce distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) elected below (if applicable, answer a e.; leave blank if not applicable):
	a. [X]	In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2 5. may only be selected with Profit Sharing Plans): 1. [X] Age. The Participant has reached: (select one)
		a. [] Normal Retirement Age
		b. [] age 62c. [] age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
		d. [X] age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
		2. [] the Participant has been a Participant in the Plan for at least years (may not be less than five (5))
		3. [] the amounts being distributed have accumulated in the Plan for at least 2 years 4. [] other: (must satisfy the definitely determinable requirement
		under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a
		combination of items a.1. – a.3. or a Participant's disability).)

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	the cond	an one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of itions, unless selected below: A Participant must satisfy each condition
NOTE:	Distribut	tions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62,
b. []	all According from 1. [] 2. [] 3. [] 4. [] 5. []	ons. In-service distributions are permitted from the following Participant Accounts: unts In the following Accounts (select one or more): Account attributable to Employer matching contributions Account attributable to Employer contributions other than matching contributions Rollover Account Transfer Account Permitted from the following assets attributable to (select one or both): a. [] non-pension assets b. [] pension assets (e.g., from a Money Purchase Pension Plan) Mandatory Employee Contribution Account Other:
d. [X]	N/A (no Addition 1. [] 2. [] 3. []	Following limitations apply to in-service distributions: additional limitations) al limitations (select one or more): The minimum amount of a distribution is \$ No more than distribution(s) may be made to a Participant during a Plan Year. Distributions may only be made from Accounts which are fully Vested. In-service distributions may be made subject to the following provisions: (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).
Hardship unless sel	distributi lected belo Hardship 1. []	RIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan) ons will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) ow (leave blank if not applicable): distributions are permitted from the following Participant Accounts: all Accounts only from the following Accounts (select one or more): a. [] Account attributable to Employer matching contributions b. [] Account attributable to Employer contributions other than matching contributions c. [] Rollover Account (if not available at any time under Question 36) d. [] Transfer Account (other than amounts attributable to a money purchase pension plan) e. [] Mandatory Employee Contribution Account f. [] Other: (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)
	NOTE:	Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).
	3. []	al limitations. The following limitations apply to hardship distributions: N/A (no additional limitations) Additional limitations (select one or more): a. [] The minimum amount of a distribution is \$ b. [] No more than distribution(s) may be made to a Participant during a Plan Year. c. [] Distributions may only be made from Accounts which are fully Vested. d. [] A Participant does not include a Former Employee at the time of the hardship distribution. e. [] Hardship distributions may be made subject to the following provisions: (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).
		ary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected
	below. 5. []	Hardship distributions for expenses of Beneficiaries are allowed Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date: select a. and, if applicable, b.) a. [] effective as of

B.

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MISCELLANEOUS

35.	a. []						
	NOTE:	Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.					
36.	Eligibilit (select al	VERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.) ty. Rollovers may be accepted from all Participants who are Employees as well as the following I that apply: leave blank if not applicable): Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant Participants who are Former Employees					
	Distribu c. [X] d. []	tions. When may distributions be made from a Participant's Rollover Account? At any time Only when the Participant is otherwise entitled to any distribution under the Plan					
37.	HEART a. [] b. []	ACT (Plan Section 4.11) (select one or more) HEART ACT Continued benefit accruals. Continued benefit accruals will apply Distributions for deemed severance of employment. The Plan permits distributions for deemed severance of employment.					

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

Adoption Agreement Election(s)e	effective, by substitute Adopt	is Execution Page documents an amendment to ion Agreement page number(s) The Note: The Effective Date may be retroactive or may
abandonment or discontinuance by the Provi Employer either in connection with investme Upon cessation of such investment in a prod considered to be an adopter of this Plan and to the adoption of this Plan. For inquiries reg	ent in a product or pursuant to a contract or of luct or cessation of such contract or arrangen Nationwide Financial Services, Inc. no long	Plan. In addition, this Plan is provided to the other arrangement for products and/or services, nent, as applicable, the Employer is no longer er has any obligations to the Employer that relate in the Provider's intended meaning of any Plan
Provider Name: <u>Nationwide Retirement So</u>	lutions	
Address: P.O. Box 182797		
Columbus	Ohio	43218
Telephone Number: <u>(877) 496-1630</u>		
Email address (optional):		
The Employer, by executing below, hereby a		es as needed). NOTE: If more than one Plan type is
Ву;		DATE SIGNED
		DATE SIGNED

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APPENDIX A SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A.	Special o	effective dates (leave blank if not applicable):
	a. []	Special effective date(s): For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan. i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)
В.	Other p	ermitted elections (the following elections are optional):
	a. []	No other permitted elections
	The follo	owing elections apply (select one or more):
	b. []	Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
	c. [X]	Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.) 1. [X] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both): a. [] eligibility purposes b. [] vesting purposes
		 2. [] Break-in-Service rules for rehired Employees. The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both) a. [] all Break-in-Service rules set forth in such Sections. b. [] only the following:
	d. [X]	Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: 1.) Surviving Spouse 2.) Participant's Estate. ?Beneficiary? means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6. Upon death, the Participant?s surviving spouse is the Beneficiary unless he or she consents to the Participant?s naming another Beneficiary. (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
	e. []	Joint and Survivor Annuity/Pre-Retirement Survivor Annuity. If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.) 1. [] Normal form of annuity. Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be; (select one) a. [] joint and 100% survivor annuity b. [] joint and 75% survivor annuity c. [] joint and 66 2/3% survivor annuity
		 Pre-Retirement Survivor Annuity. The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one) a. [] 100% of a Participant's interest in the Plan. b. []% (may not be less than 50%) of a Participant's interest in the Plan.
	f. []	Limitation Year (Plan Section 1.30). The Limitation Year for Code §415 purposes will be (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
	g. []	415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(I)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below: 1. [] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":
	h. []	Recognition of Service with other employers (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

				Eligibility	Vesting	Contribution Allocation
1.	[] Employer name:			a. [] -	b. []	c. []
2.	[] E	[] Employer name:			b. []	c. []
3.	[] E	mployer na	me:	a. []	b. []	c. []
4.	[] E	mployer nai	ne:	a. []	b. []	c. []
5.	[] E	mployer nai	ne:	a. []	b. []	c. []
6.	[] E:	mployer nai	ne:	a. []	b. []	c. []
	ге	he following cognition o	g provisions or limitations apply with respect to the f prior service:	a. []	b. []	c. []
	2. []	Pre-ame different followin	date).	fy the paramete vesting schedul applies to any only apply to:(enter donor after	ers set forth at e has been am Participants, t ate).	Question 17) nended and a hen the (enter (enter date).
j.~ []	NOTE	: This Sec containe Job Prote Participa equired begi April 1st continue April 1st retires (the	nning date" for a Participant is: of the calendar year following the year in which the Parto apply) of the calendar year following the later of the year in whe post-SBJPA rules), with the following exceptions (sel as of January 1, 1996): A Participant who was already receiving required minimum.	the amendments sition rules bek ticipant attains nich the Participect one or both mum distributio (may not be ea em recommence butions, if the Fathe original Anna new Annuity 5	s made by the ow do not affect age 70 1/2. (point attains age plank in the prime of the permits a multy Starting Date.	Small Business act any current bre-SBJPA rules are 70 1/2 or if both applied pre-SBJPA uary 1, 1996) are with the innuities as a
		~· ()	(may not be earl commencement of distributions until retirement. The op distributions (i.e., to elect to receive in-service distribut to all such Participants unless selected below: 1. [] The in-service distribution option was elimin attained age 70 1/2 in or after the calendar ye 31, 1998, or (2) the adoption date of the resta with the SBIPA	ier than January ption to defer th ions upon attain ated with respendant that began af	71, 1996) may be commenced inment of age cut to Participa iter the later o	nent of 70 1/2) applies nts who f(1) December

k. []	Other spousal provisions (select one or more) 1. [] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:
		 Automatic revocation of spousal designation (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply. Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
<u>l</u> []	Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of:
m, [>	X]	Total and Permanent Disability. Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
n. [j	Inclusion of Reclassified Employees (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable):
0. []	Claims procedures (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures. 1. [] The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a). 2. [] The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: (specify which provisions apply and/or modified)
p. []	Age 62 In-Service Distributions For Transferred Money Purchase Assets (Plan Section 6.11) In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
		Limitations. The following limitations apply to these in-service distributions: 1. [] The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62. 2. [] N/A (no limitations) 3. [] The following elections apply to in-service distributions at age 62 (select one or more): a. [] The minimum amount of a distribution is \$ (may not exceed \$1.000). b. [] No more than distribution(s) may be made to a Participant during a Plan Year. c. [] Distributions may only be made from Accounts which are fully Vested. d. [] In-service distributions may be made subject to the following provisions: (must be definitely determinable and not subject to discretion).
q. []	QLACs. (Plan Section 6.8(e)(4) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

Non-Standardized Governmental 401(a)

ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A.		Limitatio	s. (complete only if loans to Participants are permitted; leave blank if none apply) ons (select one or more):
			Loans will be treated as Participant directed investments.
		Ž. []	Loans will only be made for hardship or financial necessity as specified below (select a. or b.)
			a. [] hardship reasons specified in Plan Section 6.12
		2 (3/1	b. [] financial necessity (as defined in the loan program).
		3. [X]	
		4. [X] 5. []	A Participant may only have <u>one (1)</u> (e.g., one (1)) loan(s) outstanding at any time. All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), in applicable).
		6. []	-
		7 ()	Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply
		/· []	or leave blank if no limitations apply):
			a. [] Account(s) attributable to Employer matching contributions
			b. [] Account attributable to Employer contributions other than matching contributions
			c. [] Rollover Account
			d. [] Transfer Account
			e. [] Other:
			AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
			f. [] by determining the limits by only considering the restricted accounts.
			g. [] by determining the limits taking into account a Participant's entire interest in the Plan.
	Addition	nal Loan I	Provisions (select all that apply; leave blank if none apply)
			yments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll
			rtner who only has a draw)):
			payroll deduction
		2. [X]	ACH (Automated Clearing House)
		3. []	check
			a. [] Only for prepayment
	c. [X]		rate. Loans will be granted at the following interest rate (if left blank, then 3, below applies):
		2. []	
			the Administrator establishes the rate at the time the loan is made
	d [X]	Refinanc	cing. Loan refinancing is allowed.
D	Life Inc.		Non-Continu 7.5)
В.			Plan Section 7.5)
			rrance may not be purchased.
	υ. į j		at the option of the Administrator
			at the option of the Participant
		٠. []	at the option of the Farticipant
		Limitati	ons
		3. []	N/A (no limitations)
			The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
			a. [] Each initial Contract will have a minimum face amount of \$
			b. [] Each additional Contract will have a minimum face amount of \$
			c. [] The Participant has completed Years (or Periods) of Service.
			d. [] The Participant has completed Years (or Periods) of Service while a Participant in the Plan.
			e. [] The Participant is under age on the Contract issue date.
			f. [] The maximum amount of all Contracts on behalf of a Participant may not exceed \$
			g. [] The maximum face amount of any life insurance Contract will be \$
C.	Plan Evi	nenses W	ill the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are
٠.			in the Flan assess against an individual Faritelpant's Account certain Flan expenses that are incurred by, or are inticular Particular Particul
	a. []		
	p [X]		

1

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	Use of Forfeitures Forfeitures of Employer contributions other than matching contributions will be: c. [] added to the Employer contribution and allocated in the same manner d. [] used to reduce any Employer contribution e. [] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year f. [] other:
D.	Directed investments a. [] Participant directed investments are NOT permitted. b. [X] Participant directed investments are permitted from the following Participant Accounts: 1. [X] all Accounts 2. [] only from the following Accounts (select one or more): a. [] Account attributable to Employer contributions b. [] Rollover Account c. [] Transfer Account d. [] Other:
E.	 Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below? a. [] No. Administrator determines in operation which sources will be accepted. b. [X] Yes Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more) 1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
	 a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions c. [] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions d. [X] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)
	Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies) h. [] The Plan will accept a direct rollover of a Participant loan i. [] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
	an acquired organization). 2. [X] Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan will accept a contribution of an eligible rollover distribution (select one or more): a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan) b. [X] a plan described in Code §403(a) (an annuity plan) c. [X] a plan described in Code §403(b) (a tax-sheltered annuity) d. [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan)
	3. [X] Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
F.	Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement) (Note: Select a. if not using provided trust. MUST select b and following questions as applicable): a. [] Do not produce the trust agreement

b. [X] C	omplete the following UNLESS not selecting supporting forms:
c. [] In No. 1. 2. 3.	surer (select a. OR one or more of d e.) surer. This Plan is funded exclusively with Contracts (select one or more of 1, - 4) ame of Insurer(s) []
	dividual Trustee(s) proprate Trustee
Name of Tr f. Specify:	rust name of Trust (required for FIS trust):City of Fort Collins Service Directors' and Council Employees' Plan
Directed/Di g. [] Se h. [] Th 1. 2. 3.	Trustees (if d. selected above, complete g. – j.) scretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.) elect for each individual Trustee (skip to next question) ne following selections apply to all individual Trustee(s) (select 1 4. as applicable) A discretionary Trustee over all plan assets (may not be selected with 2 4.) A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3. or 4.) The individual Trustee(s) will serve as a discretionary Trustee over the following assets: (may not be selected with 1. or 2.) The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: (may not be selected with 1. or 2.)
i. [] Inc	Frustee(s) (complete if d. selected above) dividual Trustee(s) are (select one or more of a j.; enter address at j. below) Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. = 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. = 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.) Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable)
	3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

	6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not selected with 3, or 5.)	be
d.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6, as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (months be selected with 3. or 5.)	ay
e.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3. 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not selected with 3. or 5.)	t be
f.	 Name	ı be
g,	 Name	t be
h.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4, or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not selected with 3. or 5.)	t be
i.	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.)	

 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets selected with 3. or 5.) 	_ (may not be
j. Name Title/Email: 1. Title 2. Email	3. or 5.) (may not be
j. [] Individual Trustee Address (complete if d. selected above) 1. [] Use Employer address/telephone number/email 2. [] Use following address/telephone number/email a. Street: b. City: c. State: d. Zip: e. Telephone: f. Email:	
Corporate Trustee Name/Type/Address (complete if e, selected above) k. [X] Name Nationwide Trust Company, FSB Address/telephone number/email 1. [] Use Employer address/telephone number/email 2. [X] Use following address/telephone number/email a. Street: 10 W Nationwide Blvd b. City: Columbus c. State: Ohio d. Zip: 43215 e. Telephone: (877) 496-1630 f. Email:	
Directed/Discretionary. The Corporate Trustee is (select 3 6. as applicable) 3. [] A discretionary Trustee over all plan assets (may not be selected with 4 6.) 4. [X] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3 5. or 6.) 5. [] A discretionary Trustee over the following plan assets over the following assets: (may not be selected with 3 4.) 6. [] A nondiscretionary (directed) Trustee over the following plan assets (may not be selected 4.) Signee (optional): 7. [] Name of person signing on behalf of the corporate Trustee 8. [] Email address of person signing on behalf of the corporate Trustee	
Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the respector delinquent contributions (optional) 1. [X] Name Randy Bailey Title: 1. Director, Accounting Address/telephone number/email 2. [] Use Employer address/telephone number/email 3. [X] Use following address/telephone number/email a. Street:215 N Mason St b. City: Fort Collins c. State:Colorado d. Zip:80524 e. Telephone:(970) 416-4354 f. Email:rbailey@fcgov.com	onsibility to
Custodian(s) Name/Address. The Custodian(s) are (optional)	

	Address	/tele	phone number/email
	1. []	Use	Employer address/telephone number/email
	2. []	Use	following address/telephone number/email
			Street:
		b.	City:
		c.	State:
		d.	Zip:
			Telephone:
			Email:
acting w	ithout dire	ctio	n, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Trustee at (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of its (optional)
n. []			(Specify the names of one or more trust funds in which the Plan can invest)
Choice (of law		
o. [X]	This trus	t wil	1 be governed by the laws of the state of:
. ,	1. []	Sta	te in which the Employer's principal office is located
	2. [X]	Sta	te in which the corporate trustee or insurer is located
	3. []		ner

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Service Directors' and Council Employees' Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey Director, Accounting	17/20			
_	KESK		5/22/2024	
	SPECIAL TRUSTEE	· · · · · · · · · · · · · · · · · · ·	DATE SIGNED	_

Non-Standardized Governmental 401(a)

ADOPTION AGREEMENT FOR NATIONWIDE FINANCIAL SERVICES, INC. NON-STANDARDIZED GOVERNMENTAL 401(a) PRE-APPROVED PLAN

CAUTION: Failure to properly fill out this Adoption Agreement may result in disqualification of the Plan.

EMPLOYER INFORMATION

(An amendment to the Adoption Agreement is not needed solely to reflect a change in this Employer Information Section.)

		-	-		
1.	EMPLOYER'S	NAME, ADDRESS, TELEPH	IONE NUMBER, TIN	AND FISCAL YEAR	
	Name: (City of Fort Collins			
	Address: 3	00 LaPorte Avenue			
			Street		
	1_	Fort Collins City		Colorado State	
	Telephone: _(•			e i p
		tification Number (TIN): <u>84-</u> 6	5000587		
	Employer's Fis	cal Year ends: December 31			
2.	including an In agency or instraction a. [] State b. [] Cource. [X] Mun	VERNMENTAL ENTITY. This dian tribal government and may umentality thereof. government or state agency ity or county agency icipality or municipal agency in tribal government (see Note but the see Note but the s	y not be adopted by any		ernmental entity, or agency thereof, a federal government and any
	of an Indian tri all of the Partic governmental f	bal government as determined i sipants under this Plan employe unctions and not in the perform	n accordance with Cod d by such entity substan nance of commercial ac	e §7871(d), or is an ager ntially perform services a livities (whether or not a	n essential government function).
3.	PARTICIPATI a. [X] No b. [] Yes	NG EMPLOYERS (Plan Section	on 1.39). Will any other	Employers adopt this P	lan as Participating Employers?
	of a multiple er c. [X] No	MPLOYER PLAN (Plan Article uployer plan (MEP) arrangeme Complete a Participation Agree	nt?		ed Employers adopt this Plan as par
	INFORMATION nendment to the Ad	N doption Agreement is not needs	ed solely to reflect a cha	inge in the information in	n Question 9.)
4.	PLAN NAME:				
	City of Fort C	ollins Police Plan			
5.	CYC	Plan ndment and restatement of exist LE 3 RESTATEMENT (leave	e blank if not applicable restatement to bring a	olan into compliance wit	h the legislative and regulatory n restatement cycle).
6.	Initial Effectiv	ATE (Plan Section 1.16) (comp e Date of Plan (except for rest	atements, cannot be ear	lier than the first day of	the current Plan Year)
	 a. <u>January 1,</u> entered belonger 		enter month day, year)	(hereinafter called the "I	Effective Date" unless 6,b. is

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		ment Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter Date") is:	er called the
	b. Jar	of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for ap	the first propriate
7.	a. [X]	YEAR (Plan Section 1.43) means, except as otherwise provided in d. below: the calendar year the twelve-month period ending on(e.g., June 30th)	
	Year, th	PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (if the effective date of participation is based on the coordinate with Question 14): N/A beginning on	a Plan
8.	a. [X] b. [] c. [] d. []	ATION DATE (Plan Section 1.53) means: every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employany stock exchange used by such agent are open for business (daily valuation) the last day of each Plan Year the last day of each Plan Year quarter other (specify day or days): The Plan always permits interim valuations.	•
9.	(If none a. [X] b. []	NISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER e is named, the Employer will be the Administrator (Plan Section 1.2).) Employer (use Employer address and telephone number) The Committee appointed by the Employer (use Employer address and telephone number) Other: Name:	
		Address:	
		Street	
		City State Zip	p
10.	a. []	OF PLAN (select one) Profit Sharing Plan. Money Purchase Pension Plan.	
11.	The sele Adoptic FROZE	RIBUTION TYPES ections made below must correspond with the selections made under the Contributions and Allocations Section on Agreement. EN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional) This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2): 1. [] All contributions ceased as of, or prior to, the effective date of this amendment and restatement an Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3, below select prior contributions at g j. (optional), skip questions 12-18 and 22-30) 2. [] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Ado Agreement (must enter effective date at 3, below and select contributions at b f.)	nd the prior and/or
		Effective date 3. [] as of (effective date is optional unless a.2. has been s above or this is the amendment or restatement to freeze the Plan).	selected
	The Pla b. [X]	ENT CONTRIBUTIONS In permits the following contributions (select one or more): Employer contributions other than matching (Questions 24-25) 1. [] This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected) Employer matching contributions (Questions 26-28) Mandatory Employee contributions (Question 30)	

		After-tax voluntary Employee contributions Rollover contributions (Question 36)
	The Plar g. [] h. []	CONTRIBUTIONS a used to permit, but no longer does, the following contributions (choose all that apply, if any): Employer matching contributions Employer contributions other than matching contributions Rollover contributions After-tax voluntary Employee contributions
ELIGIB	ILITY R	EQUIREMENTS
12.	who are a. []	LE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees excluded below or elsewhere in the Plan: (select a. or b.) No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13). Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more): 1. [] Union Employees (as defined in Plan Section 1.17) 2. [] Nonresident aliens (as defined in Plan Section 1.17) 3. [] Leased Employees (Plan Section 1.29) 4. [] Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). 5. [] Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records. 6. [] Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records. 7. [X] Other: An Eligible Employee for Plan Purposes shall mean any person employed in the following Eligible Groups: Sworn Police Officer (excluding Chief of Police), Dispatcher, Dispatcher Supervisor and Dispatch Manager (must be definitely determinable under Regulation §1,401-1(b). Exclusions may be employment title specific but may not be by individual name)
	NOTE:	If option 4 6. (part-time, temporary and/or seasonal exclusions) is selected, when any such excluded Employee actually completes 1 Year of Service, then such Employee will no longer be part of this excluded class. For this purpose, the Hours of Service method will be used for the 1 Year of Service override regardless of any contrary selection at Question 16.
13.		PIONS OF ELIGIBILITY (Plan Section 3.1) No age and service required. No age and service required for all Contribution Types (skip to Question 14). Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):
	c. [] d. []	Age Requirement 1. [] No age requirement 2. [] Age 20 1/2 3. [] Age 21 4. [] Age (may not exceed 26) Service Requirement 1. [] No service requirement 2. [] (not to exceed 60) months of service (elapsed time) 3. [] I Year of Service 4. [] (not to exceed 5) Years of Service 5. [] (not to exceed 5) Years of Service 6. [] consecutive month period from the Eligible Employee's employment commencement date and during which at least Hours of Service are completed. 6. [] consecutive months of employment. 7. [] Other: (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below) If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may
		not exceed age 26 and may not exceed 5 Years of Service. Year of Service means Period of Service if the elapsed time method is chosen.
	(leave bla	of conditions. The service and/or age requirements specified above will be waived in accordance with the following ank if there are no waivers of conditions): If employed on the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable): 1. [] service requirement (may let part-time Eligible Employees into the Plan)

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		2. [] age requirement 3. [] waiver is for:						
	Amends	This amendment or restatement (or a prior amendment and restateme prior eligibility conditions continue to apply to the Eligible Employee then all Eligible Employees must satisfy the eligibility conditions set 1. [] The eligibility conditions above only apply to Eligible Employee effective date of the modification. 2. [] The eligibility conditions above only apply to individuals we modification.	es specified l forth above. ployees who	pelow. If	this op	tion i	s NOT selecte as of the	ed,
14.		FIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2 ble Employee who has satisfied the eligibility requirements will become		ent in the	Plan as	e of t	20'	
	a. [] b. [] c. [] d. []	date such requirements are met first day of the month coinciding with or next following the date on w first day of the Plan Year quarter coinciding with or next following the earlier of the first day of the Plan Year or the first day of the seventh following the date on which such requirements are met	which such re ne date on wh month of the	quireme nich such Plan Ye	nts are in require	met emen cidin	ts are met g with or next	1
	e. [] f. [] g. []	first day of the Plan Year coinciding with or next following the date of first day of the Plan Year in which such requirements are met first day of the Plan Year in which such requirements are met, if such Plan Year, or as of the first day of the next succeeding Plan Year if su the Plan Year.	requirement	ts are me	t in the	first	6 months of t	he ſ
	h. [X]	other: First payroll after meeting Eligibility (must be definitely determined by the state of th	erminable)					
SERV	ICE							
15.	a. [X]	NITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections No service with other employers is recognized except as otherwise re the recognition of service with Employers who have adopted this Plan predecessor Employers who maintained this Plan: skip to Question 10 Service with the designated employers is recognized as follows (selection of options as applicable) (if more than 3 employers, attach an added option h, under Section B of Appendix A):	quired by lav n as well as s 5). ct c. — e, and	w (e.g., t ervice w one or n	ith Affi nore of a	liate colur emen	f Employers a	and ose
	Other F	imployer	Flia	ibility	Vesti	ina	Contributi Allocation	
		Employer name:	Eng [•		J	Anocation	П
	d. []	Employer name:	 []]]	[]	
	e. []	Employer name:	[]	(]	[]	
	Limitati f. []	The following provisions or limitations apply with respect to the recognition of prior service: (e.g., credit service with X only on/following 1/1/19)	- []	[]	[]	
	g. []	The following provisions or limitations apply with respect to the reco (e.g., credit service with X only on/following 1/1/19 or credit all servi 12/31/18)	gnition of se ice with entit	rvice wi	th other Employe	emp er acc	loyers: uires after	_
	NOTE:	If the other Employer(s) maintained this qualified Plan, then Years (a must be recognized pursuant to Plan Sections 1.40 and 1.55 regardles	nd/or Period s of any sele	s) of Ser	vice wit	h suc	ch Employer(s	s)
16.	SERVIC	CE CREDITING METHOD (Plan Sections 1.40 and 1.55)						
		If any Plan provision is based on a Voca of Coming they the annuision	an and Camble		,.	CM	66	

NOTE: If any Plan provision is based on a Year of Service, then the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults, except as otherwise elected below:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
- 2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.

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For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
 For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
 Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.

		J. Opol	Employee's refine, an prior service with the Employer is taken into account for an purposes.
a.	[X]	will be u	te method. (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time for: purposes (skip to Question 17) e following purposes (select one or more): [] eligibility to participate [] vesting [] allocations, distributions and contributions
b.	[]		definitions for the Hours of Service method. Instead of the defaults, the following alternatives will apples of Service method (select one or more): igibility computation period. Instead of shifting to the Plan Year, the eligibility computation period after initial eligibility computation period will be based on each anniversary of the date the Employee first impletes an Hour of Service esting computation period. Instead of the Plan Year, the vesting computation period will be the date an imployee first performs an Hour of Service and each anniversary thereof. Juivalency method. Instead of using actual Hours of Service, an equivalency method will be used to termine Hours of Service for: July all purposes Improve the following purposes (select one or more):
			ch method will apply to: [] all Employees [] Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees) [] other:
			aurs of Service will be determined on the basis of: days worked (10 hours per day) weeks worked (45 hours per week) semi-monthly payroll periods worked (95 hours per semi-monthly pay period) months worked (190 hours per month) bi-weekly payroll periods worked (90 hours per bi-weekly pay period) other:
		4. []	Imber of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the plicable computation period during which an Employee has completed at least (not to exceed 100) Hours of Service for: [] all purposes [] the following purposes (select one or more): 1. [] eligibility to participate 2. [] vesting 3. [] allocations, distributions and contributions
c.	[]	Employe purposes: 1. []	

	d, []	Other service crediting provisions: (must be definitely determinable; e.g.,
		for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900
		Hours of Service.)
	NOTE:	Must not list more than 1,000 hours in this Section. This servicing credit provision will be used for:
		1. [] All purposes
		2. [] The following purposes (select one or more):
		a. [] eligibility to participate
		b. [] vesting c. [] allocations, distributions and contributions
		c. [] allocations, distributions and contributions
ESTI	NG	
7.	VESTIN	IG OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
	a. []	N/A (no Employer contributions; skip to Question 19)
	b. [X]	The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.
	NOTE:	The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.
	Vesting	for Employer contributions other than matching contributions
		N/A (no Employer contributions (other than matching contributions); skip to f,)
	d. []	100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon
	. (1/1	entering Plan.
	e. [X]	The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
		1. [] 6 Year Graded: 0-1 year-0%: 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%: 6 years-100%
		2. [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
		3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		4. [X] Cliff: 100% vesting after three (3) (not to exceed 15) years
		5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional
		lines as necessary)
		Years (or Periods) of Service Percentage
		%
		%
		%
		%
		%
		%
		% %
		——————————————————————————————————————
	Vesting	for Employer matching contributions
		N/A (no Employer matching contributions)
	g. []	
	h. []	100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
	i. []	
		method is selected), applies to Employer matching contributions:
		1, [] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100% 2, [] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
		2. [] 4 rear Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100% 3. [] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
		4. [] Cliff: 100% vesting after (not to exceed 15) years
		5. [] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional
		lines as necessary)

		Years (or Periods) of Service	Percentage
			%
			[%] 0/
		· —	% %
			<u></u>
			%
			%
		5 	%
		<u> </u>	%
	NOTE:		who are not covered under Social Security are participating in this contributions used to satisfy the minimum contribution requirements
18.	Exclude		will be disregarded for vesting purposes (select all that apply; leave
		none apply): Service prior to the initial Effective Date of the P Service prior to the computation period in which Service during a period for which an Employee d	
	Participa d. [X]	nt will become fully Vested upon (select all that ap Death	Early/Normal Retirement. Regardless of the vesting schedule, a oply; leave blank if none apply):
	e. [X] f. [] g. [X]	Total and Permanent Disability Early Retirement Date Normal Retirement Age	
RETIR	EMENT A	GES	
19.	This Que	L RETIREMENT AGE ("NRA") (Plan Section 1. stion 19 and Question 20 may be skipped if the Pl Retirement Age,	33) means: 19 an does not base any benefits, distributions or other features on
	b ₁ []	Specific age. The date a Participant attains age	oant attains age or the anniversary of the first day of ommenced
		•	
	NOTE:	Normal Retirement Age cannot be less than age 6 employees (as defined in Code §72(t)(1)). The "sun longer be a requirement as of the effective date less than 62 is inserted (unless the age 50 safe has will be afforded on the Opinion Letter issued to the retirement age for the industry in which the Particle beginning on or after the later of (1) January 1, 20 body with the authority to amend the plan that be	ervice distributions at Normal Retirement Age are permitted, then the 2, or age 50 if substantially all Participants are qualified public safety abstantially all" requirement for qualified public safety employees will be of the final regulations once they are issued & effective. If an age bor is applicable for a qualified public safety employee), no reliance the Plan that such age is reasonably representative of the typical dipants works. Effective for Employees hired during Plan Years 10.15, or (2) the close of the first legislative session of the legislative gins on or after the date that is three (3) months after the final an NRA of less than age 62 must comply with the final regulations
	blank if r	ot applicable)	ge for public safety employees (as defined in Code §72(t)(1)) (leave urchase Pension Plan or 40 for a Profit Sharing Plan)
20.	a [X] b. [] c. []	L RETIREMENT DATE (Plan Section 1.34) mean date on which the Participant attains "NRA" first day of the month coinciding with or next foll first day of the month nearest the Participant's "N Anniversary Date coinciding with or next following Anniversary Date nearest the Participant's "NRA" Other: (e.g., first day of the month of the m	owing the Participant's "NRA" RA" ng the Participant's "NRA"
	. ()	(vigit this day of the th	

21,	a. [X]	RETIREMENT DATE (Plan Section 1.15) N/A (no early retirement provision provided) Early Retirement Date means the: 1. [] date on which a Participant satisfies the early retirement requirements 2. [] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements 3. [] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
	c. []	Early retirement requirements 4. [] Participant attains age
COMP	ENSATIO	N .
22.	Base defa. [X] b. [] c. []	NSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23). finition Wages, tips and other compensation on Form W-2 Code §3401(a) wages (wages for withholding purposes) 415 safe harbor compensation Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.
	Year unl d. [X] e. []	nation period. Compensation will be based on the following "determination period" (this will also be the Limitation ess otherwise elected at option f. under Section B of Appendix A): the Plan Year the Fiscal Year coinciding with or ending within the Plan Year the calendar year coinciding with or ending within the Plan Year
	g. []	No adjustments (skip to Question 23. below) Adjustments. Compensation will be adjusted by (select all that apply): 1. [] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457) 2. [] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits. 3. [] excluding Compensation paid during the "determination period" while not a Participant in the Plan. 4. [X] excluding Military Differential Pay 5. [X] excluding overtime 6. [X] excluding bonuses 7. [] other:
23.	415 Con	EVERANCE COMPENSATION (415 REGULATIONS) spensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply) Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans. The defaults listed above apply except for the following (select one or more):
	Div. Co	 [] Leave cash-outs will be excluded [X] Nonqualified unfunded deferred compensation will be excluded [X] Disability continuation payments will be included for all Participants and the salary continuation will continue for the following fixed or determinable period: 12 months [] Other: (must be definitely determinable)
	b. []	mpensation (post-severance compensation adjustments) Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs. and payments from nonqualified unfunded deferred compensation plans. (skip to Question 24)
	c. [] d. [X]	Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes. Post-severance adjustments. The defaults listed at b, apply except for the following (select one or more): 1. [] Exclude all post-severance compensation

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	e. []	2. [] Regular pay will be excluded 3. [] Leave cash-outs will be excluded 4. [X] Nonqualified unfunded deferred compensation will be excluded 5. [] Military Differential Pay will be included 6. [] Disability continuation payments will be included for all Participants and the salary continuation will continue for the following fixed or determinable period: Other: (must be definitely determinable)
CONTR	IBUTION	SS AND ALLOCATIONS
24.		YER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(b)(3)) (skip to Question player contributions are NOT selected at Question 11.b.)
	CONTRI a. []	BUTION FORMULA (select one or more of the following contribution formulas:) Discretionary contribution (no groups). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears
	b. []	to the total of such Compensation of all Participants. Discretionary contribution (Grouping method). (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Trustee in writing of the amount of the Employer Contribution being given to each group. 1. [] Each Participant constitutes a separate classification. 2. [] Participants will be divided into the following classifications with the allocation methods indicated under each classification.
		Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).
		Classification A will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification B will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification C will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Classification D will consist of The allocation method will be: [] pro rata based on Compensation [] equal dollar amounts (per capita)
		Additional Classifications: (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).
		NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be attached as an addendum to the Adoption Agreement or may be entered under Additional Classifications above.
		 Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following: a. [] Beginning of Plan Year. The classification will be based on the Participant's status as of the beginning of the Plan Year. b. [] Months in each classification. Pro rata based on the number of months the Participant spent in each classification. c. [] Days in each classification. Pro rata based on the number of days the Participant spent in each classification. d. [] One classification only. The Employer will direct the Administrator to place the Participant in only one classification for the entire Plan Year during which the shift occurs.
	c. [X]	Fixed contribution equal to (only select one): 1. []% of each Participant's Compensation for each: a. [] Plan Year b. [] calendar quarter c. [] month

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	-	d. [] pay period e. [] week \$ per Participant. \$ per Hour of Service worked while an Eligible Employee a. [] up to hours (leave blank if no limit) other: See Addendum 1 (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b)) NOTE: Under Question 24.c.4., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).
d. []	rate of pa	we/vacation leave conversion. The Employer will contribute an amount equal to an Employee's current hourly ay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included, ent will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under 15(c).
	1. []	owing may be converted under the Plan: (select one or both): Sick leave Vacation leave
	vacation only pro	Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to vide benefits for terminated Employees) Former Employees. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
	4. []	a. [] The Former Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will not be made for hours in excess of (e.g., 40) hours Active Employees. Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions): a. [] The Employee must be at least age (e.g., 55) b. [] The value of the sick and/or vacation leave must be at least \$ (e.g., \$2,000) c. [] A contribution will only be made if the total hours is over (e.g., 10) hours d. [] A contribution will not be made for hours in excess of (e.g., 40) hours
e. []	of each e are picke Account AND, or (select al 1. []	ecurity Replacement Plan. Except as provided below, the Employer will contribute an amount equal to 7.5% eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that ed-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's during such Plan Year. (may only be selected if Question 11.b.1. has also been selected) by the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: that apply) Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55). Seasonal Employees who are not otherwise covered by another qualifying public retirement system as
	3. []	defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
	4. [] 5. []	categorized as a temporary Employee on the Employer's payroll records. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)
		The minimum contribution of 7.5% stated above will be satisfied by: a. [] the Employee only (specify the contribution at the mandatory Employee contributions Question 30) b. [] the Employer only c. [] both the Employee and the Employer. The Employee shall contribute the amount specified in Question 30 for mandatory Employee contributions) and the Employer shall contribute% of each eligible Participant's Compensation

		NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.
		f. [] Other: (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).
25.		ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c e.) a. [X] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26). b. [] Allocation conditions apply (select one of 1 5. AND one of 6 9. below) Conditions for Participants NOT employed on the last day of the Plan Year 1. [] A Participant must complete at least (not to exceed 500) Hours of Service if the actual hours/equivalency method is selected (or at least (not to exceed 3) months of service if the elapsed time method is selected). 2. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 3. [] Participants will NOT share in the allocations, regardless of service. 4. [] Participants will share in the allocations, regardless of service. 5. [] Other: (must be definitely determinable and not subject to Employer discretion)
		Conditions for Participants employed on the last day of the Plan Year 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [] Other: (must be definitely determinable and not subject to Employer discretion)
		Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply): c. [] Death d. [] Total and Permanent Disability e. [] Termination of employment on or after Normal Retirement Age 1. [] or Early Retirement Date
26.		EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(b)(2) and Plan Section 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:
	A.	Employee contributions taken into account. For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):
		a. [] Elective deferrals to a 457 plan. Enter Plan name(s):
		b. [] Elective deferrals to a 403(b) plan. Enter Plan name(s):
		c. [] Voluntary Employee Contributions
		d. [] Other: (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)
	B.	Matching Formula. (select one)
		e. [] Fixed - uniform rate/amount. The Employer will make matching contributions equal to% (e.g., 50) of the Participant's "matched Employee contributions" 1. [] that do not exceed% of a Participant's Compensation (leave blank if no limit) Additional matching contribution (choose 2. if applicable): 2. [] plus an additional matching contribution of a discretionary percentage determined by the Employer, a. [] but not to exceed% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f.	[J	Fixed - tiered. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:
			NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):
			Tiers of Contributions Matching Percentage (indicate \$ or %)
			·
			First%
			Next%
			Next%
			Next%
g.	[]	Fixed - Years of Service. The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):
			Years (or Periods) of Service Matching Percentage
			%
			%
			For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for: 1. [] vesting purposes 2. [] eligibility purposes
h.			Flexible Discretionary Match. (may not be elected if this Plan is a Money Purchase Pension Plan) "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below, unless the Employer elects to use a "Rigid Discretionary Match" in Election 26.B.h.1, below.
			The discretionary matching contribution under this Question 26.B.h. is a "Flexible Discretionary Match" unless the Employer elects to use a "Rigid Discretionary Match." (Choose 1. if applicable.)
			1. [] Rigid Discretionary Match. A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.
			Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to <i>allocate</i> a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" contribution is made to the Plan for the Plan Year.
î.	[l	Discretionary - tiered. (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. Such discretion will only pertain to the

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amount of the contribution. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

		j. []	Tiers of Contributions Matching Percentage (indicate \$ or %) First
27.	Α.		Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.) IING CONTRIBUTION PROVISIONS Im matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not
		a. []	N/A (no Plan specific limit on the amount of matching contribution)
	В.	following matching Match.): d. [] e. []	
28.		ALLOCA	ATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c h. No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29). Allocation conditions apply (select one of 1 5. AND one of 6 9. below) Conditions for Participants NOT employed on the last day of the Plan Year. 1. [] A Participant must complete more than Hours of Service (or months of service if the elapsed time method is selected). 2. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 3. [] Participants will NOT share in the allocations, regardless of service. 4. [] Participants will share in the allocations, regardless of service. 5. [] Other: (must be definitely determinable) Conditions for Participants employed on the last day of the Plan Year 6. [] No service requirement. 7. [] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected). 8. [] A Participant must complete at least Hours of Service during the Plan Year. 9. [] Other: (must be definitely determinable and not subject to Employer discretion)
		Participal share in t c. [] d. []	of conditions for Participants NOT employed on the last day of the Plan Year. If b. 1., 2., 3., or 5. is selected, into who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to the allocations regardless of the above conditions (select all that apply; leave blank if none apply): Death Total and Permanent Disability Termination of employment on or after Normal Retirement Age 1. [] or Early Retirement Date

	unless oth specified penter 250 f. [] g. [] h. []	is based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year erwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, hours (not 1000) at b.8. above). The Plan Year quarter. Payroll period. Other: (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).
29.	Timing of a. [] b. [X] . c. [] .	URES (Plan Sections 1.21 and 4.3(e)) Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur: N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply)) As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service As soon as reasonably practical after the date the Participant severs employment.
	accordance Forfeitures e. [] s f. [X] g g. [] s	rfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans. Forfeitures are disposed of in e with Employer direction that is consistent with Section 4.3(e)). s will be (select one): added to the Employer contribution and allocated in the same manner used to reduce any Employer contribution allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year other: (describe the treatment of Forfeitures in a manner that is definitely
30.	(determinable and that is not subject to Employer discretion) FORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected
	following: a. [X] b. []	tandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the (select one) The mandatory Employee contribution is a condition of employment. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.
	c. [X] . d. [] .	of mandatory Employee Contribution (select one) An Eligible Employee must contribute to the Plan 8.5 % (not to exceed 25%) of Compensation. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from% (not less than 1%) to% (not to exceed 25%) of Compensation.
	e. [] .	s of Mandatory Employee Contributions Additional provisions and conditions:
	unless elec	pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) cted below. (select if applicable) The mandatory Employee contribution is not "picked-up" by the Employer.
DISTRI	BUTIONS	
31.	Distribution a. [X] b. [X] c. [] d. []	F DISTRIBUTIONS (Plan Sections 6.5 and 6.6) ons under the Plan may be made in (select all that apply; must select at least one): lump-sums substantially equal installments partial withdrawals, provided the minimum withdrawal is \$ (leave blank if no minimum) partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions): 1. [] Only Participants (and not Beneficiaries) may elect partial withdrawals or installments 2. [] Other:

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	f. [X] other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)	
	NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.	
	Cash or property. Distributions may be made in: g. [] cash only, except for (select all that apply; leave blank if none apply): 1. [] insurance Contracts 2. [] annuity Contracts 3. [] Participant loans 4. [] all investments in an open brokerage window or similar arrangement h. [X] cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property	
	distributions): 1. [X] Tax-free distributions of up to \$3,000 for the direct payment of qualifying insurance premiums for eliginary retired public safety officers are available under the Plan (must be definitely determinable and subject to Employer discretion)	
	Joint and Survivor Annuity provisions. (Plan Sections 6.5(e) and 6.6(e) (select one) The Joint and Survivor Annuity provide not apply to the Plan unless selected below (choose if applicable) i. [] Joint and Survivor Annuity applicable as normal form of distribution. The Joint and Survivor annuity rules se forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected) j. [] Joint and Survivor Annuity rules apply based on Participant election. Plan Section 6.5(f) will apply and the jo and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(e) will apply only if a annuity form of distribution is selected by a Participant.	t n
	AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applical 1. [] The one-year marriage rule applies.	ble).
	 Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. aborton the joint and survivor annuity rules) unless selected below (choose if applicable) [a] Required for all distributions. A Spouse must consent to all distributions (other than required minimum distribution). [b] Beneficiary designations. A married Participant's Spouse will be the Beneficiary of the entire death benefit unless to Spouse consents to an alternate Beneficiary. AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable). 	ns).
	The one-year marriage rule applies. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of	
A	employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied: Accounts in excess of \$5,000	
Α.	 a. [X] Distributions may be made as soon as administratively feasible following severance of employment. b. { Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment. c. [] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coinciden with or next following severance of employment. d. [] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment. e. [] Distributions may be made as soon as administratively feasible after months have elapsed following severa of employment. f. [] No distributions may be made until a Participant has reached Early or Normal Retirement Date. g. [] Other: (must be objective conditions which are ascertainable and may nexceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7) 	t nce
B.	Accounts of \$5,000 or less h. [X] Same as above i. [] Distributions may be made as soon as administratively feasible following severance of employment. j. [] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with o next following severance of employment. k. [] Other: (must be objective conditions which are ascertainable and may nexceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)	
C.	Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the	

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32.

occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount

		and 32.h	distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.1 .):
		1, []	Other: (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year): must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)
	D.		ant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be cally distributed without Participant consent (mandatory distributions)?
		NOTE:	The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.
		m. [] n.: [X]	1. [] \$5,000 2. [X] \$1,000 3. [] \$ (less than \$1,000)
			NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
			Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below. 4. [] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$ (e.g., \$200).
	E.	(if any) v	s in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions will be included in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules. Exclude rollovers (rollover contributions will be excluded in determining the \$5,000 threshold)
		NOTE:	Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.
33.		DISTRIE	BUTIONS UPON DEATH (Plan Section 6.8(b)(2))
753		Distribut	ions upon the death of a Participant prior to the "required beginning date" will:
		a, [X] b. []	begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
		d. []	be made within 5 (or if lesser) years of death for all Beneficiaries be made within 5 (or if lesser) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"
		NOTE:	The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).
34.	Α.	IN-SERV	PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply) VICE DISTRIBUTIONS (Plan Section 6.11)
		In-servic	e distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) elected below (if applicable, answer a e.; leave blank if not applicable):
			In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2 5. may only be selected with Profit Sharing Plans): 1. [X] Age. The Participant has reached: (select one)
			a. [] Normal Retirement Age
			b. [] age 62 c. [] age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
			d. [X] age 70 1/2 (may not be less than age 62 for Money Purchase Pension Plans)
			 2. [] the Participant has been a Participant in the Plan for at least years (may not be less than five (5)) 3. [] the amounts being distributed have accumulated in the Plan for at least 2 years 4. [] (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a
			combination of items a.1 a.3. or a Participant's disability).)
			More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below: 5. [] A Participant must satisfy each condition
		NOTE:	Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

	Account	t restriction	ns. In-service distributions are permitted from the following Participant Accounts:
	b. []	all Accou	nts
	c. []		n the following Accounts (select one or more):
			Account attributable to Employer matching contributions
			Account attributable to Employer contributions other than matching contributions
		3. []	Rollover Account
		4. []	Transfer Account
			Permitted from the following assets attributable to (select one or both):
			a. [] non-pension assets
			b. [] pension assets (e.g., from a Money Purchase Pension Plan)
		5. []	Mandatory Employee Contribution Account
		6. []	Other:(specify Account(s) and
			conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b)
			and is not subject to Employer discretion)
	Limitati	ions. The fo	ollowing limitations apply to in-service distributions:
			additional limitations)
			al limitations (select one or more):
	. ,		The minimum amount of a distribution is \$
			No more than distribution(s) may be made to a Participant during a Plan Year.
			Distributions may only be made from Accounts which are fully Vested.
			In-service distributions may be made subject to the following provisions: (must satisfy the definitely
			determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).
В.	HARDS	HIP DISTR	RIBUTIONS (Plan Sections 6.12) (may not be selected if this is a Money Purchase Pension Plan)
٠.			ons will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision)
			ow (leave blank if not applicable):
			distributions are permitted from the following Participant Accounts:
	ı, []		all Accounts
			only from the following Accounts (select one or more):
			a. [] Account attributable to Employer matching contributions
			b. [] Account attributable to Employer contributions other than matching contributions
			c. [] Rollover Account (if not available at any time under Question 36)
			d: [] Transfer Account (other than amounts attributable to a money purchase pension plan)
			e. [] Mandatory Employee Contribution Account
			f. [] Other: (specify Account(s) and conditions in a manner
			that is definitely determinable and not subject to Employer discretion)
			Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a
			Money Purchase Pension Plan).
		Additions	al limitations. The following limitations apply to hardship distributions:
			N/A (no additional limitations)
			Additional limitations (select one or more):
			a. [] The minimum amount of a distribution is \$
			a. () The minimum amount of a distribution is 3
			b. [] No more than distribution(s) may be made to a Participant during a Plan Year.
			c. [] Distributions may only be made from Accounts which are fully Vested.
			d. [] A Participant does not include a Former Employee at the time of the hardship distribution.
		,	e. [] Hardship distributions may be made subject to the following provisions: (must satisfy the
			definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer
			discretion).
		D 7 1	
			ry Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected
		below.	
			Hardship distributions for expenses of Beneficiaries are allowed
			Special effective date (may be left blank if effective date is same as the Plan or Restatement Effective Date:
			select a. and, if applicable, b.)
		;	a. [] effective as of
		1	b. [] eliminated effective as of

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35,	LOANS TO PARTICIPANTS (Plan Section 7.4) a. [] New loans are NOT permitted. b. [X] New loans are permitted.	
	NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers and/or plan-to-plan transfers, then the Administrator may, in a uniform manner, accept rollovers and/or plan-to-plan transfers of loans into this Plan.	
36.	ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.) Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable): a. [X] Any Eligible Employee. even prior to meeting eligibility conditions to be a Participant b. [] Participants who are Former Employees	
	Distributions. When may distributions be made from a Participant's Rollover Account? c. [X] At any time d. [] Only when the Participant is otherwise entitled to any distribution under the Plan	
37.	HEART ACT (Plan Section 4.11) (select one or more) a. [] HEART ACT Continued benefit accruals. Continued benefit accruals will apply b. [] Distributions for deemed severance of employment. The Plan permits distributions for deemed severance of employment.	

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Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter only to the extent provided in Rev. Proc. 2017-41 or subsequent guidance. The Employer may not rely on the Opinion Letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the Opinion Letter and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic Plan document #03. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors. Execution for Page Substitution Amendment Only. If this paragraph is completed, this Execution Page documents an amendment to Adoption Agreement Election(s) _______ effective _______, by substitute Adoption Agreement page number(s) ______. The Employer should retain all Adoption Agreement Execution Pages and amended pages. (Note: The Effective Date may be retroactive or may be prospective.) The Provider, Nationwide Financial Services, Inc. will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative. Provider Name: Nationwide Retirement Solutions Address: P.O. Box 182797 Ohio Columbus 43218 Telephone Number: (877) 496-1630 Email address (optional): _ The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed). NOTE: If more than one Plan type is adopted, the Plan Provider must provide multiple plan documents for Employer signature. EMPLOYER: City of Fort Collins **DATE SIGNED**

APPENDIX A SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

Α.	Special effective dates (leave blank if not applicable):						
	a. []	Special effective date(s): For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. (The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence constitute protected benefits within the meaning of Code Section 411(d)(6) and the regulations thereunder, and only if such features are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)					
В.	Other p	ermitted elections (the following elections are optional):					
	a, []	No other permitted elections					
	The follo	owing elections apply (select one or more):					
		Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.					
	c. [X]	Break-in-Service Rules. The following Break-in-Service rules apply to the Plan.(select 1. or 2.) 1. [] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both): a. [] eligibility purposes b. [] vesting purposes					
		 2. [X] Break-in-Service rules for rehired Employees. The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or both) a. [X] all Break-in-Service rules set forth in such Sections. b. [] only the following: (specify which provisions apply to the Plan) 					
	d, [X]	Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: 1.) Surviving Spouse 2.) Participant's Estate. PBeneficiary? means the person (or entity) to whom all or a portion of a deceased Participant's interest in the Plan is payable, subject to the restrictions of Sections 6.2 and 6.6. Upon death, the Participant?s surviving spouse is the Beneficiary unless he or she consents to the Participant?s naming another Beneficiary. (specify an order of beneficiaries: e.g., children per stirpes, parents, and then step-children).					
	e. []	Joint and Survivor Annuity/Pre-Retirement Survivor Annuity. If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.) 1. [] Normal form of annuity. Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one) a. [] joint and 100% survivor annuity b. [] joint and 75% survivor annuity c. [] joint and 66 2/3% survivor annuity					
		 2. [] Pre-Retirement Survivor Annuity. The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one) a. [] 100% of a Participant's interest in the Plan. b. []% (may not be less than 50%) of a Participant's interest in the Plan. 					
	t. []	Limitation Year (Plan Section 1.30). The Limitation Year for Code §415 purposes will be (must be a consecutive twelve month period) instead of the "determination period" for Compensation.					
	g. []	415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below: 1. [] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":					
	h. []	Recognition of Service with other employers (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):					

1.	[] En	iployer nai	ne:	Eligibility a. []	Vesting b.[]	Contribution Allocation c. []
2.	[] Em	nployer nai	ne:	a. []	b. []	c. []
3.		nployer nar	ne:	a. []	b. []	c. []
4.		nployer nar	ne:	a. []	b. []	c. []
5.	[] Em	nployer nar	ne:	a. []	b. []	c. []
6.		nployer nar	ne:	a. []	b. []	c. []
	rec	ognition of	provisions or limitations apply with respect to the prior service: prior service: prior with X only on/following 1/1/19)	a. []	b. []	c. []
		Pre-ame different following	(must be definitely determinable and satismement vesting schedule. (Plan Section 6.4(b)). If the vesting schedule other than the schedule at Question 17 g provisions apply (must select one of a. – d.): Description of the provision of the pro	fy the paramete yesting schedule applies to any lonly apply to: (enter d	rs set forth at e has been an Participants, t ate).	Question 17) nended and a
		d. []	date). Participants (even if not an Employee) in the Plan on or Other: (e.g., Participants is determinable.)	after		(enter date). tely
e t I	NOTE:	This Section contained Job Prote Participa quired begin April 1st continue April 1st retires (the effective	nning date" for a Participant is: of the calendar year following the year in which the Parto apply) of the calendar year following the later of the year in which post-SBJPA rules), with the following exceptions (sel as of January 1, 1996): A Participant who was already receiving required minimales as of	he amendments sition rules belo ticipant attains nich the Participect one or both mum distribution (may not be earn recommence butions, if the F	s made by the ow do not affect age 70 1/2. (proposed attains age leave blank ons under the rlier than Jame in accordan Plan permits a autity Starting	Small Business ect any current ore-SBJPA rules ge 70 1/2 or if both applied pre-SBJPA uary 1, 1996) ce with the nnuities as a
		b. []	3. [] Upon the recommencement of distributions, a A Participant who had not begun receiving required minguing may not be early commencement of distributions until retirement. The option distributions (i.e., to elect to receive in-service distribution all such Participants unless selected below: 1. [] The in-service distribution option was eliminal attained age 70 1/2 in or after the calendar years of the service of the adoption date of the restartion of the service of the service distribution option was eliminal attained age 70 1/2 in or after the calendar years of the service distribution option was eliminal attained age 70 1/2 in or after the calendar years of the service distribution option was eliminated by the SELIBA	nimum distribution than January otion to defer the ions upon attain ated with respendent that began af	tions as of (1, 1996) ma the commenced nament of age (ct to Participa ther the later o	y elect to deferment of 70 1/2) applies ants who f (1) December

k. [}	Other spousal provisions (select one or more) 1. [] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:
		 Automatic revocation of spousal designation (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply. Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.
l. [}	Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of:
m. [X	(]	Total and Permanent Disability. Instead of the definition at Plan Section 1.50. Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).
n. (]	Inclusion of Reclassified Employees (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable):
0. []	Claims procedures (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures. 1. [] The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a). 2. [] The claims procedures set forth in Plan Section 2.10(c)–(g) apply as follows: (specify which provisions apply and/or modified)
р, []	Age 62 In-Service Distributions For Transferred Money Purchase Assets (Plan Section 6.11) In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
		Limitations. The following limitations apply to these in-service distributions: 1. [] The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62. 2. [] N/A (no limitations) 3. [] The following elections apply to in-service distributions at age 62 (select one or more): a. [] The minimum amount of a distribution is \$ (may not exceed \$1,000). b. [] No more than distribution(s) may be made to a Participant during a Plan Year. c. [] Distributions may only be made from Accounts which are fully Vested. d. [] In-service distributions may be made subject to the following provisions: (must be definitely determinable and not subject to discretion).
q. []	QLACs. (Plan Section 6.8(e)(4) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

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ADMINISTRATIVE PROCEDURES

The following are optional administrative provisions. The Administrator may implement procedures that override any elections in this Section without a formal Plan amendment. In addition, modifications to these procedures will not affect an Employer's reliance on the Plan.

A.		Limitation [X]	s. (complete only if loans to Participants are permitted; leave blank if none apply) ons (select one or more): Loans will be treated as Participant directed investments. Loans will only be made for hardship or financial necessity as specified below (select a. or b.) a. [] hardship reasons specified in Plan Section 6.12 b. [] financial necessity (as defined in the loan program).
		3. [X] 4. [X] 5. []	
		6. []	The home loan term will be years. (if not selected, the Administrator establishes the term for repayment o a home loan)
		7. []	Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply): a. [] Account(s) attributable to Employer matching contributions b. [] Account attributable to Employer contributions other than matching contributions c. [] Rollover Account d. [] Transfer Account
	Additio	nal Loan l	e. [] Other:
			yments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll
		(e.g., par	rtner who only has a draw)):
			payroll deduction
			ACH (Automated Clearing House)
		3. []	
	c. [X]	Interest	a. [] Only for prepayment rate. Loans will be granted at the following interest rate (if left blank, then 3, below applies):
	c. [A]		
		2. []	
			the Administrator establishes the rate at the time the loan is made
	d. [X]		cing. Loan refinancing is allowed.
B.	Life Ins	urance. (P	Plan Section 7.5)
			rance may not be purchased.
	Ь. []		rance may be purchased
			at the option of the Administrator at the option of the Participant
		۷. []	at the option of the Cartespant
		Limitati	
			N/A (no limitations) The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
		٦. []	a. [] Each initial Contract will have a minimum face amount of \$
			b. [] Each additional Contract will have a minimum face amount of \$
			c. [] The Participant has completed Years (or Periods) of Service.
			d. [] The Participant has completed Years (or Periods) of Service while a Participant in the Plan.
			e. [] The Participant is under age on the Contract issue date.
			f. [] The maximum amount of all Contracts on behalf of a Participant may not exceed \$ g. [] The maximum face amount of any life insurance Contract will be \$
			g. [] the maximum race unrount of any me insurance confident will be g
C.			ill the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are
			articular Participant based on use of a particular Plan service?
	a. [] h. [X]		

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	Use of Forfeitures Forfeitures of Employer contributions other than matching contributions will be: c. [] added to the Employer contribution and allocated in the same manner d. [] used to reduce any Employer contribution e. [] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year f. [] other:
D.	Directed investments a. [] Participant directed investments are NOT permitted. b. [X] Participant directed investments are permitted from the following Participant Accounts: 1. [X] all Accounts 2. [] only from the following Accounts (select one or more): a. [] Account attributable to Employer contributions b. [] Rollover Account c. [] Transfer Account d. [] Other:
Ε.	Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below? a. [] No, Administrator determines in operation which sources will be accepted. b. [X] Yes Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more) 1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more): a. [] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan), including after-tax employee contributions c. [] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions d. [X] a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions e. [] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)
	Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies) h. [] The Plan will accept a direct rollover of a Participant loan only in the following situation(s):
F.	Trustee(s) or Insurer(s). Information regarding Trustee(s)/Insurer(s) (required for the Summary Plan Description and, if requested, the Trust Agreement) (Note: Select a. if not using provided trust. MUST select b and following questions as applicable): a. [] Do not produce the trust agreement

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b. [X] Complete the following UNLESS not selecting supporting forms: Trustee/Insurer (select a. OR one or more of d. e.) c. [] Insurer. This Plan is funded exclusively with Contracts (select one or more of 1. - 4) Name of Insurer(s) 1. [] :_ 2. [] 3. [] Use Employer address/telephone number/email 4. [] Use following address/telephone number/email Street: b. City: ___ c. State: d. Zip: ___ Telephone: _____ e. Email: d. [] Individual Trustee(s) e. [X] Corporate Trustee Name of Trust f. Specify name of Trust (required for FIS trust): City of Fort Collins Police Plan Individual Trustees (if d. selected above, complete g. - j.) Directed/Discretionary Trustees. The individual Trustee(s) executing this Adoption Agreement are (select g. or h.) g. [] Select for each individual Trustee (skip to next question) h. [] The following selections apply to all individual Trustee(s) (select 1. - 4. as applicable) 1. [] A discretionary Trustee over all plan assets (may not be selected with 2. - 4.) A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 1., 3, or 4.) 2. [] 3. [] The individual Trustee(s) will serve as a discretionary Trustee over the following assets: (may not be selected with 11 or 2.) 4. [] The individual Trustee(s) will serve as a nondiscretionary (directed) Trustee over the following assets: (may not be selected with 1, or 2.) Individual Trustee(s) (complete if d. selected above) i. [] Individual Trustee(s) are (select one or more of a. - j.; enter address at j. below) a. Name Title/Email: 1. Title 2. Email ______ (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. Discretionary Trustee over all plan assets (may not be selected with 4, -6.) 4. [] A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.) b. Name_ Title/Email: 1. Title 2. Email ___ _____ (optional) Trustee is: (complete if g. selected above; select 3. - 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. – 6.) 4. [] A discretionary Trustee over the following plan assets: _____ (may not be select with 3. or 5.) 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. A nondiscretionary (directed) Trustee or Custodian over the following plan assets selected with 3. or 5.) c. Name_ Title/Email: Title ____ _____ (optional) 2. Email Trustee is: (complete if g. selected above; select 3. - 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4 - 6.) 4. [] A discretionary Trustee over the following plan assets: ______ (may not be select with 3, or 5.) 5. Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.)

	6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets selected with 3, or 5,)	(may not be
d.	Name	
e,	Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3, -6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 5. 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets selected with 3. or 5.)	
f.	Name	
g.	Name	3. or 5.) (may not be
h.	Name Title/Email: 1. Title	
i.	Name Title/Email: 1. Title 2. Email	3. or 5.)

	 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
	j. Name Title/Email: 1. Title 2. Email (optional) Trustee is: (complete if g. selected above; select 3. – 6. as applicable) 3. [] Discretionary Trustee over all plan assets (may not be selected with 4. or 6.) 4. [] A discretionary Trustee over the following plan assets: (may not be selected with 3. or 5.) 5. [] Nondiscretionary Trustee over all plan assets (may not be selected with 3., 4. or 6.) 6. [] A nondiscretionary (directed) Trustee or Custodian over the following plan assets (may not be selected with 3. or 5.)
j. []	Individual Trustee Address (complete if d. selected above) 1. [] Use Employer address/telephone number/email 2. [] Use following address/telephone number/email a. Street: b. City: c. State: d. Zip: e. Telephone: f. Email:
	Name Nationwide Trust Company, FSB Address/telephone number/email 1. [] Use Employer address/telephone number/email 2. [X] Use following address/telephone number/email a. Street: 10 West Nationwide Blvd. b. City: Columbus c. State: Ohio d. Zip: 43215 e. Telephone: (877) 496-1630
	f. Email: Directed/Discretionary. The Corporate Trustee is (select 3 6, as applicable) 3. [] A discretionary Trustee over all plan assets (may not be selected with 4 6.) 4. [X] A nondiscretionary (directed) Trustee over all plan assets (may not be selected with 3 5. or 6.) 5. [] A discretionary Trustee over the following plan assets over the following assets: (may not be selected with 3 4.) 6. [] A nondiscretionary (directed) Trustee over the following plan assets (may not be selected with 3 4.) Signee (optional): 7. [] Name of person signing on behalf of the corporate Trustee 8. [] Email address of person signing on behalf of the corporate Trustee
collect de	Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to elinquent contributions (optional) Name Randy Bailey Title: 1
Custodia	in(s) Name/Address . The Custodian(s) are (optional)

33/telephone number/eman
Use Employer address/telephone number/email
Use following address/telephone number/email
a. Street:
b. City:
c. State:
d. Zip:
e. Telephone:
f. Email:
ommon, collective or pooled trust funds. The nondiscretionary Trustee, as directed or the discretionary Truste irection (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any olust funds: (optional)
(Specify the names of one or more trust funds in which the Plan can invest)
rust will be governed by the laws of the state of:
1 State in which the Employer's principal office is located
State in which the corporate trustee or insurer is located
l Other
,

ACCEPTANCE OF SPECIAL TRUSTEE

I, the undersigned, accept the appointment as Special Trustee of the City of Fort Collins Police Plan (Plan), and agree to all of the obligations, responsibilities and duties imposed upon the Special Trustee under the Plan and Trust. The sole responsibility of the Special Trustee is to collect contributions owed to the Plan. No other Trustee has the responsibility to collect contributions owed to the Plan.

Randy Bailey Director, Accounting	5/22/2024
SPECIAL TRUSTEE	DATE SIGNED