

PROCLAMATION JIM CHRONISTER DAY

WHEREAS, Jim Chronister is a long-time beloved citizen of Pryor Creek; and

WHEREAS, Jim Chronister has played a most important role in the Pryor Area Chamber of Commerce Christmas Parade of Lights from the early 80's through 2019; and

WHEREAS, Jim Chronister has had a genuine love for the children of Pryor Creek and a desire to keep the magic of Christmas alive for them; and

WHEREAS, Jim Chronister has been a great partner with the City and the Chamber of Commerce;

NOW, THEREFORE, I, Larry Lees, Mayor of the City of Pryor Creek, Oklahoma, do hereby proclaim December 7th, 2021, as

JIM CHRONISTER DAY

In honor of his faithful contribution to the citizens of Pryor Creek, Oklahoma for almost 40 years in playing the important role of Santa Claus in the Pryor Area Chamber of Commerce Christmas Parade of Lights

This the 7th Day of December 2021.

Mayor

Attest: _____

City Clerk

CONTINGENCY MODIFICATIONS

#	DATE	AMOUNT
1	3/25/2021	\$ 25,000.00
2	4/9/2021	\$ (8,095.00)
3	4/19/2021	\$ (11,800.00)
4	5/18/2021	\$ 11,250.00
5	5/26/2021	\$ 12,830.00
6	5/26/2021	\$ 42,752.00
7	7/7/2021	\$ (29,825.00)
8	7/15/2021	\$ 301,900.00
9	7/15/2021	\$ (7,750.00)
10	8/6/2021	\$ (9,476.00)
11	9/8/2021	\$ (10,970.86)
12	9/28/2021	\$ 8,350.00
13	9/30/2021	\$ 16,994.95
14	10/4/2021	\$ 3,652.50
15	10/12/2021	\$ 901.30
16	10/14/2021	\$ 3,477.42
17	10/14/2021	\$ 18,000.00
	TOTAL	\$ 367,191.31

Starting Value: \$ 526,941.53

Remaining Balance: \$ 159,750.22

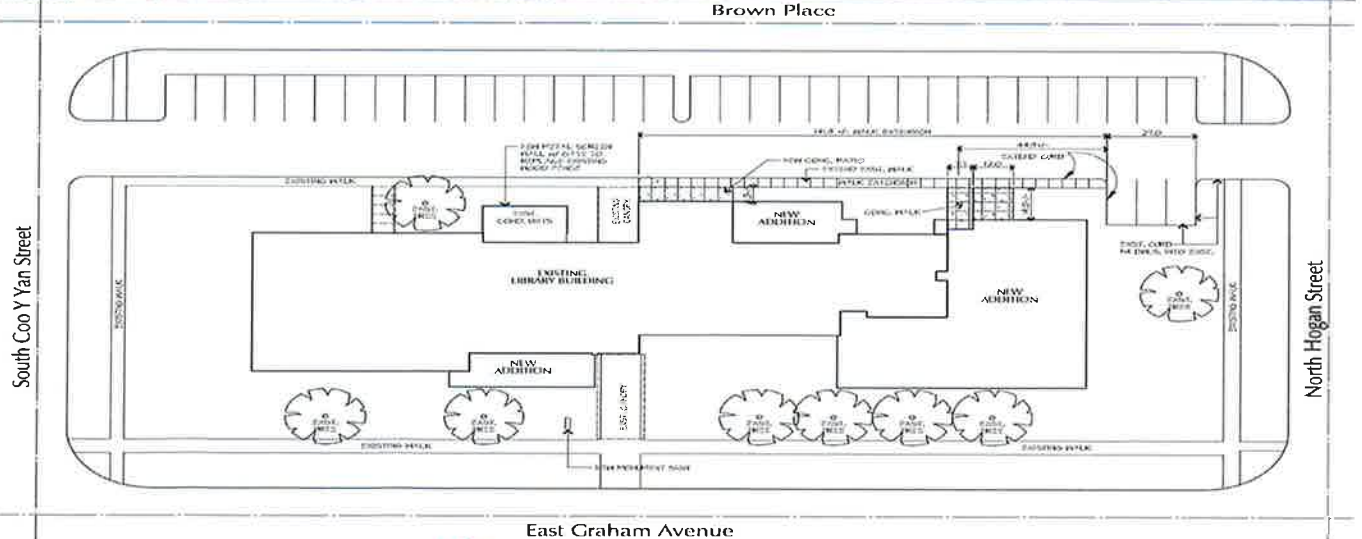
Pending CMOD's: \$ (18,797.00)

Projected Remaining Balance: \$ 178,547.22

Pryor Emergency Services Center & Library Renovation Project Monthly OAC Meeting Thursday, December 2nd, 2021



Brown Place



East Graham Avenue



620 NE 36th Street
Oklahoma City, OK 73105
Phone: (405) 600-9207
Fax: (405) 600-6213

Meeting # - 9

Project: 1903a
**Pryor Police/Fire Emergency
Services Center and Library
Additions**

Monthly Owner's Meeting – Agenda

DATE:	12.2.2021	MEETING TIME:	2:00pm
LOCATION:	Job Site Office Trailer		
OVERVIEW:			

ATTENDEES

Name	Company	Phone Number	Email
Larry Lees	City of Pryor Creek		
BK Young	City of Pryor Creek		
Dennis Nichols	City of Pryor Creek		
James Willyard	City of Pryor Creek		
James Baumert	City of Pryor Creek		
Cari Boatright Rerat	City of Pryor Creek		
Jim Graber	Graber and Associates		
Brenna Wells	CMSWillowbrook		
Gary Rosebrough	CMSWillowbrook		
Carson Lile	CMSWillowbrook		
Bryan Miles	CMSWillowbrook		

Schedule Update

6-week Look Ahead

- See attached 6-Week Look Ahead.

Lost Days

-

Baseline Schedule

- See attached Baseline Schedule.

Minutes

-

Finance

Contingency

- See attached Contingency Log.

Allowances

- See attached Allowance Log.

Minutes

-

Open Items

Submittal Review

- See attached Submittal Log.

Minutes

-

RFI Review

- 23.1: Unanswered Portion of RFI 23.
- 45: Dust Size Discrepancy.
- 47: Museum Electrical Clarification.
- 55: Added Fire Rated Ceiling at 125.
- 60: Shower Grab Bars.
- 61: Library Dimension Conflicts.
- 62: Moment Weld Connections.

Minutes

-

Items to Discuss

- **Open PR's/Design Changes**
- Library Museum Add – Waiting on price on expedited joists and deck.
- 12 Additional Bollards.
- Radio Tower Foundation.
- Parking Lot Changes.
- Additional power, data, intercoms, coax.
- Gun Locker and wall design changes.
- Floor boxes in the Library.
- Gate changes.
- Finish changes.
- Detention Area changes.
- Removal of cabinets and fridge in conference room.
- Additional camera drops.
- Added stove, hood, and counter in the Library breakroom.
- Added counter in Booking Area.

- **A/E Discussion**

- **Owner**

- **Contractor**

Minutes

-

Previous Meeting Minutes

-

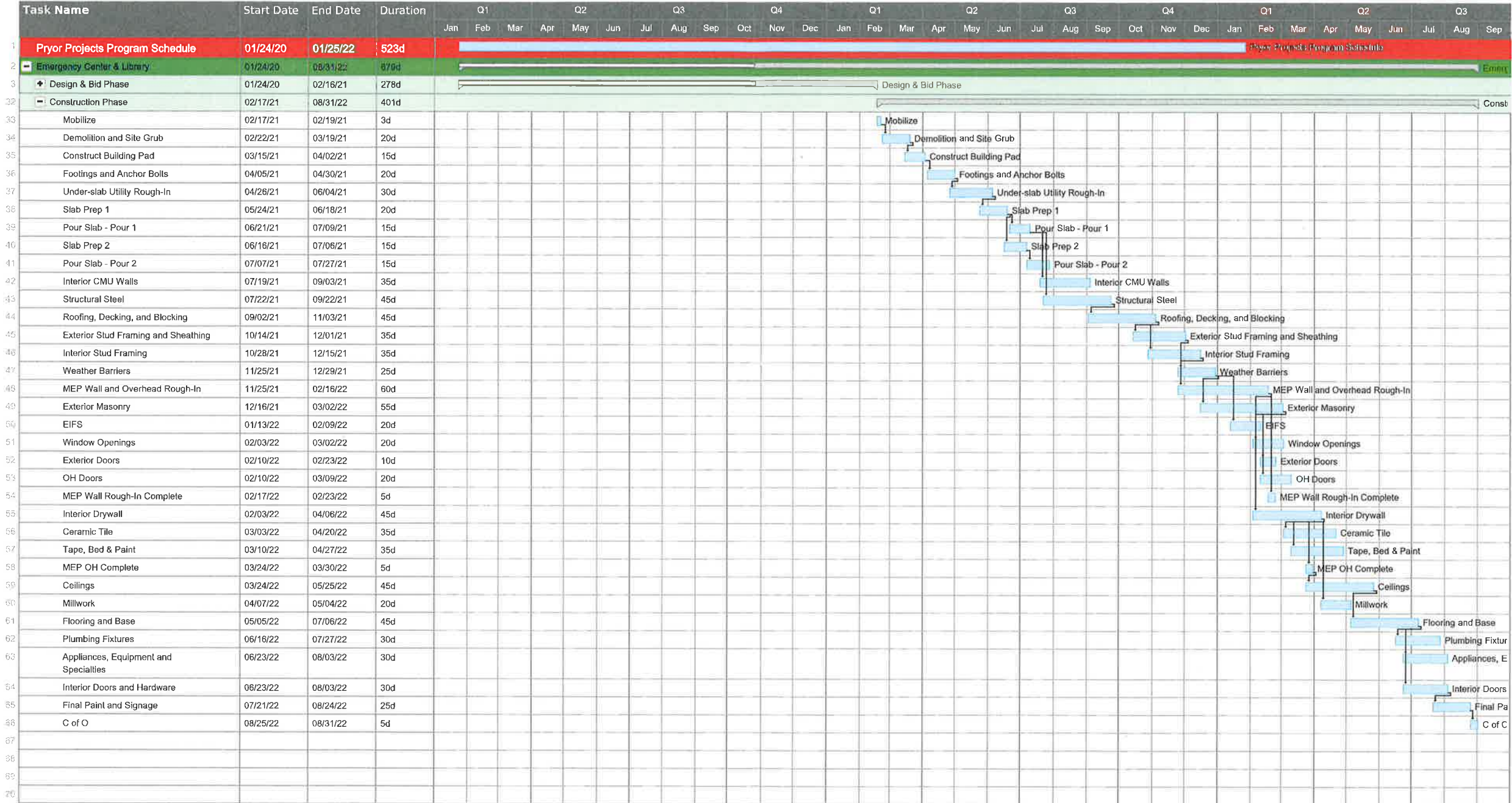
Pryor Fire and Police 6-Week Look-Ahead Schedule

Date Revised:
11/30/2021

Activity by Area	Contractor or Trade	Orig. Comp. Date	11/20	11/20	12/1	12/2	12/3	12/4	12/5	12/6	12/7	12/8	12/9	12/10	12/11	12/12	12/13	12/14	12/15	12/16	12/17	12/18	12/19	12/20	12/21	12/22	12/23	12/24	12/25	12/26	12/27	12/28	12/29	12/30	12/31	1/2	1/2	1/3	1/4	1/5	1/6	1/7								
			M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S						
Site Utilities TBD	KH																																																	
Masonry	CKN																																																	
CMU Wall Rough	21's																																																	
CMU Wall Rough	MWN																																																	
CMU Wall Rough	Wilson Air																																																	
Site Concrete	Contech																																																	
Steel	GCS																																																	
Elevated Concrete	Contech																																																	
Roofing	CPR																																																	
Exterior Framing/Sheathing/WB	Skidmore																																																	
On Deck:																																																		
Exterior Windows		11-Apr																																																
Interior Framing		1/10/2022																																																



Pryor Projects Base Line Schedule - 11.29.21



Allowance Log

Costs to Date					
Name	Starting Value	Approved	Pending	Remaining Balance	Notes
Aggregate	\$ 20,000.00	\$ 1,373.53		\$18,626.47	
Temp Partitions	\$ 7,500.00	\$ -		\$7,500.00	
Appliances	\$ 16,000.00	\$ -		\$16,000.00	
MEP	\$ 35,000.00	\$ 2,530.00		\$32,470.00	
Sealants & Waterproofing	\$ 60,000.00	\$ -		\$60,000.00	
Misc. Metals	\$ 5,000.00	\$ -		\$5,000.00	
Protect Existing	\$ 10,000.00	\$ -		\$10,000.00	
Misc. Patching/Painting	\$ 10,000.00	\$ -		\$10,000.00	
Patch/Repair Paving	\$ 20,000.00	\$ -		\$20,000.00	
Testing	\$ 50,000.00	\$ 9,413.75		\$40,586.25	
Pier/Casing Depth	\$ 15,000.00	\$ -		\$15,000.00	
Steel	\$ 30,200.00	\$ -		\$30,200.00	

Contingency Log

Costs to Date					
Name	Starting Value	Approved	Pending	Remaining Balance	Notes
Contingency	\$526,941.53	\$ 367,191.31	\$ (18,797.00)	\$178,547.22	

Contingency Modification (CMOD) Log

Number	Description	Reason	Cost	Status
1	Stabilized Aggregate Removal	Unforeseen	\$ 25,000.00	APPROVED
2	Stab. Agg Removal Final Cost	Unforeseen	\$ (8,095.00)	APPROVED
3	Return Folding Part. Install	Buy-Out Item	\$ (11,800.00)	APPROVED
4	Raise Building Pad 4"	Arch. Direction	\$ 11,250.00	APPROVED
5	Additional Bid Cost - Site Util.	Buy-Out Item	\$ 12,830.00	APPROVED
6	Additional Bid Cost - Painting	Buy-Out Item	\$ 42,752.00	APPROVED
7	Shingle Roofing VE Option	Buy-Out Item	\$ (29,825.00)	APPROVED
8	Additional Bid Cost - Metal Roof	Buy-Out Item	\$ 301,900.00	APPROVED
9	Metal Roofing VE Option	Buy-Out Item	\$ (7,750.00)	APPROVED
10	Return Gutter Screen Cost	Buy-Out Item	\$ (9,476.00)	APPROVED
11	RFI-20, 21 and 22 Revisions (#2)	End User Req.	\$ (10,970.86)	APPROVED
12	HVAC Unit Upgrade	Arch. Direction	\$ 30,523.32	PENDING
12	Library Tree Demolition	Not in dgws	\$ 8,350.00	APPROVED
13	HVAC Cost Increase	Unforeseen	\$ 16,994.95	APPROVED
14	Storefront Colors	Arch. Direction	\$ 3,652.50	APPROVED
15	Vehicle Exhaust System	Owner Request	\$ 901.30	APPROVED
16	Kitchen Hood	Arch. Direction	\$ 3,477.42	APPROVED
17	Storage Building Metal Additions	Owner Request	\$ 18,000.00	APPROVED
19	RFI 05 and 016 Wall Depth Change	Arch. Direction	\$ 875.00	
21	Security Camera Deduct	Owner Request	\$ (19,672.00)	

Report-Open Submittals



Submittal #	Package	Spec Section	Title	Description/Notes	Type	Responsible Contractor	Ball in Court	Status	Received Sub	Sent For Approval	Approval Due Date	Design Approval Time
1	064100.001 Millwork	064100	Millwork SD	Millwork SD	Shop Drawing	Designer	Designer	Open	10/16/21	11/01/21	11/15/21	
2	064100.002 Millwork	064100	Millwork PD	Millwork PD	Product Information	Designer	Designer	Open	10/16/21	11/01/21	11/15/21	
3	101423.12 Signage	101423.12	Signage Shop Drawings - BOTH BUILDINGS	Signage Shop Drawings - BOTH BUILDINGS	Shop Drawing	Designer	Designer	Open	06/27/21	06/28/21	06/10/21	
4	122113.13 Window Shades	122113.13	Blinds Product Data and Location Plans - BOTH BUILDINGS	Blinds Product Data and Location Plans - BOTH BUILDINGS	Product Information	Designer	Designer	Open	06/29/21	07/01/21	07/14/21	
5	122113.13 Window Shades	122113.13	Blinds Samples - BOTH BUILDINGS	Blinds Samples - BOTH BUILDINGS	Sample	Designer	Designer	Open	07/06/21	07/26/21	07/16/21	
6	102239.001 Folding Partition	102239	Folding Partition Shops and Product Data - BOTH BUILDINGS	Folding Partition Shops and Product Data - BOTH BUILDINGS	Product Information	Designer	Designer	Open	07/08/21	07/08/21	07/21/21	
7	102239.002 Folding Partition	102239	Folding Partition Color Chart - BOTH BUILDINGS	Folding Partition Color Chart - BOTH BUILDINGS	Sample	Designer	Designer	Open	07/16/21	07/21/21	08/03/21	
8	102800.002 Wall Protection	102800	Corner Guard Color Chart	Corner Guard Color Chart	Sample	Designer	Designer	Open	07/22/21	07/22/21	08/03/21	
9	102800.001 Wall Protection	102800	Corner Guard Product Data	Corner Guard Product Data	Product Information	Designer	Designer	Open	07/19/21	07/19/21	08/03/21	
10	042113.003 Masonry	042113	P/F Brick Mock Up	P/F Brick Mock Up	Sample	Designer	Designer	Open	12/02/21	12/02/21	12/16/21	

Open RFI's



RFI#	Subject	Description	Response	Status	Initiated At	Closed Date	Assigned
016	Electrical Floor Boxes, Panel 3 and Power for Alt #1 Building	1. Requesting all final dimensioned layouts for the floor boxes on the plans so the electrician can rough-in the underground accurately. Please confirm there's (6) floor boxes shown for the Work Stations 199. 2. Break Room 156 contains Panel 3, showing it to be necessary. This wall will need to change to a 6" wall or will need to change the panel to a surface mounted type. A surface mounted panel will have exposed conduit. Please advise on where the power will come from in the Alt #1 Storage Building. What panel/circuit feeds this building. Additionally, during conversations with the Owner they had mentioned the need for additional power outlets in at least one of the bays to help aid in vehicle search needs. Please advise.	RESPONSES: 1. Change to wall duplex power and data outlets. Refer to attachment. 2. Yes, change wall to 6" stud. Refer to attachment. 3. Power for Storage Building to come from Room 156. 4. Provide a 2" conduit. EOR is still to provide circling information. OL-10/12/21.	Open	09/23/21		
045	Duct Size Discrepancy	See attached. The duct size decreases and then increases again later down the line. Is this a mistake? They may cause air flow issues in the future.		Open	10/25/21		
047	Museum Electrical Clarification	For the new electrical panel B in Sound Room M102, provide the following: feeder size, conduit size, wire size. Provide breaker size at the MDP. Show branch circuit breakers. 120/280V 3P4W power? How many panel circuits? What circuit are the lights on? For the new condensing unit, provide size in Armps.		Open	11/01/21		
055	Added Fire Rated Ceiling at Door 125	Would it be possible to achieve the 1 hour fire rating by simply putting a 1 hour rated ceiling in this area east of the door 125? See attached drawing showing specific location. We missed this change and wall assembly/reflects the original plan. Does this change need to be okayed by the fire Marshal?		Open	11/10/21		
060	Shower Grab Bars	Appendum 8 calls for grab bars in all showers. Please specify location and size. By ADA Standards, we would need a full length bar on the shower control wall and a half-length bar on the back wall of the shower. However, the shower seat does not meet ADA requirements. I don't think since it is not located in the shower. So, are we required to meet ADA standards on the grab bars?		Open	12/02/21		
023.1	RFI 23.1 Remaining Electrical Questions	This RFI is to pull out what is still needing answered from RFI 23. 1. Please reference the revisions detailed in RFI #20. The EH1's in Toilet #123 and Wash Equipment #124 were not included in the electrical plans. What circuits should we use to power the EH1's? Where should the T-Starts for the EH1 Units be located? Please advise. This area is being configured and vestibule is being eliminated, but thermostat is usually in the unit heater. 2Us still needs circling information on EH1's. 5. Please reference Detail 5 on E4.3. The EF in Toilet #123 details the controls for the fan are to be ran off the light switch via a separate 120V circuit. No circuit information is provided. Please advise. It will get the lights on on voltage and amps for EF. If using same circuit. Is it okay to use the same circuits for EF and light? 6. Please reference question #3 above, RFI #20, E1.2 and P2.2. Please provide information on which will get clarification. 2Us still needs this information. 10. Wash Equipment Room #124 has accommodations for three circuits (P4-4.3, 4.5, 4.7). What will these circuits be feeding? How should they be roughed-in and trimmed out? Note: The panel schedule on E5.2 says these are spare 5-pole 20-amp circuits? Please advise. We need the submittal on equipment, but I would mount circuit panel box for that in the room on the wall. 2Us still needs this information.		Open	08/13/21		
061	Library Dimension Conflicts	See attached drawing for reference. This 4'-4" plus 13'-3" is 17'-7" the dimension from the existing wall to the edge of the building is 14'-0" AOR please advise.		Open	12/02/21		
062	Moment Weld Connections 36B and 40A	The notices provided for access the back side of beams 36B and 40A to make the moment welds are not large enough. This is occurring on the follow beams, 36B and 40A, along gridline P & C. Is it acceptable to enlarge this area, and if so how much? See attached sheets.		Open	12/02/21		

Progress Photos

**Emergency Services Center Site
Apparatus Bay Steel Erection**



**Emergency Services Center Site
Apparatus Bay Steel Erection**



Progress Photos

**Emergency Services Center Site
Apparatus Bay Steel Erection**



**Emergency Services Center Site
Apparatus Bay Steel Erection**



Progress Photos

**Emergency Services Center Site
Setting Forms For Paving Pour**



**Emergency Services Center Site
Finishing Paving**



CITY OF PRYOR CREEK RETIREMENT PLAN

Prepared by:
Beasley & Company

CITY OF PRYOR CREEK RETIREMENT PLAN

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**ADOPTION AGREEMENT #002
GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): City of Pryor Creek
2. Address: 12 North Rowe Street
3. City: Pryor
4. State: Oklahoma
5. Zip: 74361
6. Phone number: 918-825-0888
7. Fax number: _____
8. Plan Sponsor EIN: 73-6005386
9. Plan Sponsor fiscal year end: 10/31
10. State of organization of Plan Sponsor: Oklahoma

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
 - a. City of Pryor Creek Retirement Plan
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/1986
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 01/01/2022

NOTE: The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.

4. Plan Year

- a. Plan Year means each consecutive 12-month period ending on 12/31 (e.g. December 31)
- b. The Plan has a Short Plan Year. The Short Plan Year begins _____ and ends _____
 - i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
 - None
 - All purposes (i.e., eligibility, allocation conditions, and vesting)
 - Other: _____

NOTE: The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.

5. Limitation Year means:

- a. Plan Year
- b. calendar year
- c. Other: _____

NOTE: If "Other" is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

- a. The Plan is frozen as to eligibility effective: _____
- b. The Plan is frozen as to benefit accruals effective: _____

Plan Features

7. Employee Contributions (Section 4.01)

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
 - i. Yes, _____% of Plan Compensation
 - ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory Employee Contributions</u>
---------------------	---
 - iii. Yes, other fixed method: _____
 - iv. No
- b. Voluntary (After-Tax) Contributions are permitted under the Plan:
 - i. Yes
 - ii. No
 - iii. Formerly Allowed
- c. Mandatory After-Tax Employee Contributions are permitted under the Plan:
 - i. Yes, _____% of Plan Compensation
 - ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory After-Tax Employee Contributions</u>
---------------------	---
 - iii. Yes, other fixed method: _____
 - iv. No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Statutory Compensation

- a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):
 - i. Section 415 Compensation
 - ii. W-2 Compensation
 - iii. Withholding Compensation
 - iv. Section 415 Safe Harbor Option
- b. Include deemed Code section 125 compensation in definition of Statutory Compensation.
- c. Include Post Severance Compensation in definition of Statutory Compensation.
- d. Include Post Year End Compensation in definition of Statutory Compensation.

9. Plan Compensation

- a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
i. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>
ii. Pay earned before participation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	<input type="checkbox"/>	<input type="checkbox"/>
iv. All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))	<input type="checkbox"/>	<input checked="" type="checkbox"/>
v. Differential military pay as defined in Code section 3401(h)(2)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
vi. Final Paycheck Pay	<input type="checkbox"/>	<input type="checkbox"/>
vii. Post Severance Compensation	<input type="checkbox"/>	<input type="checkbox"/>
viii. Post Year End Compensation	<input type="checkbox"/>	<input type="checkbox"/>
ix. Other adjustments (e.g., commissions, bonuses, etc.): <u>all forms of Compensation are excluded other than those considered base wages or salary.</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NOTE: If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.

NOTE: If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

- b. Plan Compensation is determined over the period specified below ending with or within the Plan Year:

- i. Plan Year
- ii. calendar year
- iii. Plan Sponsor Fiscal Year
- iv. Limitation Year
- v. Other 12-month period beginning on: _____ (enter month and day)

Definitions

10. Disability

Definition of Disability

- a. The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.
- b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. Inability to engage in comparable occupation. The Participant suffers from a physical or

mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.

- d. Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. Other: _____

NOTE: If "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

11. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 12.05): Oklahoma
- b. Enter any state law provisions that apply to the Plan: _____

NOTE: Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

	Mandatory/Voluntar y/Mandatory After- Tax Contributions	Pension Contributions
a. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>
b. Union Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Leased Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Non-Resident Alien	<input type="checkbox"/>	<input type="checkbox"/>
e. Other Employees (Section 3.06(a)): <u>Police officers and fire fighters, as well as part-time employees working 25 or fewer hours per week</u>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer discretion.

2. **Opt-Out**

An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. **Other Employer Service**

Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. **Special Participation Date**

- a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____
- b. The Plan provides conditions or limitations on immediate participation: _____

NOTE: Describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Eligibility for All Contribution Types

5. Age Requirement for Plan Participation

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Age Requirement	n/a	18

6. Service Requirement for Plan Participation

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. No Minimum Service	<input type="checkbox"/>	<input type="checkbox"/>
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
c. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	<input type="checkbox"/>	<input type="checkbox"/>
d. Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of <u>6</u> month(s) of service - Elapsed Time	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Completion of _____ day(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
g. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
h. Additional Requirements: _____	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

7. Entry Dates

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Immediate	<input type="checkbox"/>	<input type="checkbox"/>
b. First day of each payroll period	<input type="checkbox"/>	<input type="checkbox"/>
c. First day of the calendar month	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. First day of each Plan quarter	<input type="checkbox"/>	<input type="checkbox"/>
e. First day of the first month and seventh month of the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>
f. First day of the Plan Year	<input type="checkbox"/>	<input type="checkbox"/>
g. Other:	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	Mandatory/Voluntary/Mandatory After-Tax Contributions	Pension Contributions
a. Coincident with or next following the date the eligibility requirements are met	<input type="checkbox"/>	<input checked="" type="checkbox"/>
b. Next following the date the eligibility requirements are met	<input type="checkbox"/>	<input type="checkbox"/>
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>
d. Immediately preceding the date the eligibility requirements are met	n/a	<input type="checkbox"/>
e. Nearest to the date the eligibility requirements are met	n/a	<input type="checkbox"/>

NOTE: If B.7a. is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the eligibility requirements.

Transfers/Rehires

9. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee, (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.05):
 - i. as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
 - i. immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ii. on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____
- c. Other limits on Voluntary Contributions apply: _____

NOTE: C.1a and C.1b may not be more than 100% of Plan Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.5 through B.7 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. None
- b. In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year _____
- c. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Age
 - iv. attainment of Early Retirement Age
- c. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- d. The following other modifications shall be made to the requirements specified in C.2-3c: _____

NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Pension Contributions - Formula

4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 as follows (Section 4.03):

- a. Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
- b. Points. In the amount of _____ to be allocated as described in C.5.
- c. Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
- d. Defined Groups. See C.6
- e. Other fixed formula: 9% of the Participant's Monthly Compensation

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

5. Pension Contribution - Points

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement

in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$ _____ of Plan Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
- i. Age, Service and Plan Compensation
 - ii. Age and Service
 - iii. Age and Plan Compensation
 - iv. Service and Plan Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$ _____ of Plan Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Plan Compensation, Years of Service or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
- i. A percentage of Plan Compensation _____
 - ii. A fixed dollar amount _____
 - iii. the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Determination Period for Pension Contributions

- a. Pension Contributions are determined at the following time(s):
- i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Pension Contributions
- i. Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

- a. The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
- i. Each Plan Year
 - ii. Upon Termination
- b. The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

9. Pension - Disability

- Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the _____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

10. Collective Bargaining Agreement

- a. In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: __
- b. The collective bargaining allocations will offset other Employer contribution allocations that would otherwise be made to a Participant:
- i. Yes - Pension contributions only
 - ii. No
 - iii. Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions. Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

- a. The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:
- i. by the applicable federal, state, or municipal prevailing wage laws.
 - ii. in the Prevailing Wage Addendum to the Adoption Agreement.
- b. Offset of other contributions:
- i. Any other Pension Contribution allocations that would otherwise be made to a Participant
 - ii. Other: _____

NOTE: If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

- a. No
- b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan
- c. Yes - Only active Participants may make a Rollover Contribution
- d. Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator must use its discretion in a consistent and nondiscriminatory manner.

13. Deemed IRAs

- The Plan may accept voluntary contributions to deemed IRAs (Section 4.08)

14. Death or Disability During Qualified Military Service

- For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02).

15. 415 Additional Language

- Additional language necessary to satisfy Code section 415 because of the required aggregation of

multiple plans: _____.

SECTION D. VESTING

Vesting Schedules

1. Pension

Pension Contribution Account Vesting Schedule:

- a. 100%
- b. _____ year cliff
- c. Other:
 - i. Other Pension Schedule - less than 1 year: 0%
 - ii. Other Pension Schedule - 1 years but less than 2 years: 0%
 - iii. Other Pension Schedule - 2 years but less than 3 years: 20%
 - iv. Other Pension Schedule - 3 years but less than 4 years: 40%
 - v. Other Pension Schedule - 4 years but less than 5 years: 60%
 - vi. Other Pension Schedule - 5 years but less than 6 years: 80%
 - vii. Other Pension Schedule - 6 years but less than 7 years: 100%
 - viii. Other Pension Schedule - 7 years but less than 8 years: 100%
 - ix. Other Pension Schedule - 8 years but less than 9 years: 100%
 - x. Other Pension Schedule - 9 years but less than 10 years: 100%
 - xi. Other Pension Schedule - 10 years but less than 11 years: 100%
 - xii. Other Pension Schedule - 11 years but less than 12 years: 100%
 - xiii. Other Pension Schedule - 12 years but less than 13 years: 100%
 - xiv. Other Pension Schedule - 13 years but less than 14 years: 100%
 - xv. Other Pension Schedule - 14 years but less than 15 years: 100%
 - xvi. Other Pension Schedule - 15 years but less than 16 years: 100%
 - xvii. Other Pension Schedule - 16 years but less than 17 years: 100%
 - xviii. Other Pension Schedule - 17 years but less than 18 years: 100%
 - xix. Other Pension Schedule - 18 years but less than 19 years: 100%
 - xx. Other Pension Schedule - 19 years but less than 20 years: 100%
 - xxi. Other Pension Schedule - 20 years: 100%

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

- The Plan has another vesting schedule: A 3-year cliff vesting schedule applies for elected officials

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

NOTE: The other vesting schedule must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

Vesting Service Rules

NOTE: If D.1a is selected and D.2 is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. Calendar year
- b. Plan Year
- c. The consecutive 12-month period commencing on the date the Employee first performs an

Hour of Service; each subsequent consecutive 12-month period shall commence on the anniversary of such date

d. Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions (Section 6.02)

- a. Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.
- b. Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.
- c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

6. Vesting Exclusions

- a. Exclude Years of Vesting Service earned before age 18.
- b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.

7. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____
- b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

8. Forfeitures and Re-employment

- a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
 - i. only if the period of severance was less than or equal to the following period _____
 - ii. only to the extent the vested account balance was not distributed
 - iii. only to the extent the vested distributed account balance is restored to the Plan
- b. forfeited account balances shall not be restored

9. Use of Forfeitures

Forfeitures will be used in the following manner (Article 6):

- a. Any permissible method described in Section 6.03(d)
- b. Other: _____

NOTE: If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.

NOTE: D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.

10. Special Vesting Provisions

Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): _____

NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

SECTION E. DISTRIBUTIONS

1. Normal Retirement

Normal Retirement Age means:

- a. Attainment of age (not to exceed 65): 65
- b. Later of attainment of age _____ or the _____ anniversary of Plan participation.
- c. Other: _____

NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.

2. Early Retirement

Early Retirement Age means:

- a. None. The Plan does not have an early retirement feature.
- b. Attainment of age _____
- c. Later of attainment of age 55 or 6 years of service.
- d. Other: _____

3. Time of Payment (Other than Death)

Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):

- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
- b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable.
- c. Normal Retirement Age. When the Participant attains Normal Retirement Age.
- d. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

- a. Cash only
- b. Cash or in-kind
- c. Other: _____

5. Default Form of Payment (Other than Death)

- a. Unless otherwise elected by the Participant, distributions shall be made in the form of:
 - i. Lump sum only
 - ii. Other: _____
- b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):
 - i. Lump sum only
 - ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary
 - iii. Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
 - iv. Other: See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754

NOTE: Any entry in E.5a.ii or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

- Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant/Beneficiary may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant/Beneficiary. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

- a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only
- b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies
- c. Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)
- d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary
- e. Other: _____

NOTE: Any entry in "Other" must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

- a. Death benefits when there is no designated beneficiary:
 - i. In accordance with Section 7.04(b)
 - ii. Other: _____
- b. A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Force-Out Provisions

- a. Maximum force-out amount for purposes of Section 7.03 (not to exceed \$5,000): \$5000
 - i. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
 - ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: \$1000
- b. Force-out of a terminated Participant's Account balance is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only

NOTE: If E.9a is less than \$1,000, E.9a.i may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or retires
- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in E.10a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

In-Service Withdrawals

1. Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: All Accounts

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

- Allow distributions upon Disability.

4. Other Conditions/Limitations

- The following limitations, conditions or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (F.1 through F.3).

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. Plan may invest in life insurance (Section 9.06)
- b. Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
 - i. All Accounts
 - ii. Some Accounts
 - iii. None
- b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:
 - i. Mandatory Employee Contribution Account
 - ii. Mandatory After-tax Employee Contribution Account
 - iii. Pension Contribution Account
 - iv. Voluntary Contribution Account
 - v. Rollover Contribution Account
 - vi. Transfer Account
 - vii. Other: _____
- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to investments (Section 9.05).

3. Valuation Date

Enter Valuation Date:

- a. Last day of Plan Year
- b. Last day of each Plan quarter
- c. Last day of each month
- d. Each business day
- e. Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 10.01):
 - i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):
 - i. Plan Administrator and Investment Fiduciary adopt own procedures
 - ii. Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary

- c. The Trustee is also the Investment Fiduciary (Section 10.02):
 - i. Yes
 - ii. No. The Investment Fiduciary is: _____
- d. Type of indemnification for the Plan Administrator and Investment Fiduciary:
 - i. None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - ii. Standard according to Section 10.06
 - iii. Provided pursuant to an outside agreement
- e. The following modifications shall be made to the duties of the applicable parties: _____

SECTION H. MISCELLANEOUS

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

The Plan shall consist of this Adoption Agreement #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2017-41 and any superseding 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 issued with respect to the Plan and in Revenue Procedure 2017-41 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, Beasley & Company may be contacted at 2626 E. 21st Street, Suite 1, Tulsa, OK 74114; 918-742-1123.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this _____ day of _____, 2021.

CITY OF PRYOR CREEK:

Signature: _____

Print Name: _____

Title/Position: _____

SECURE/CARES/CAA ADDENDUM

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

OPTIONAL PROVISIONS:

For each item below, if the check boxes are empty, the *italicized* provision will apply.

1. Qualified Birth or Adoption Distributions (see Section A. below)

The Plan does not permit qualified birth or adoption distributions as a separate distribution event.

- Effective _____ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.
- The following limitations and conditions apply: _____.

2. Treatment of 2020 RMDs (see Section B. below)

*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective _____ (no earlier than 01/01/2020):

- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.
- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

3. 2020 RMDs as Direct Rollovers (see Section B. below)

A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

- 2020 RMDs.
- 2020 RMDs and Extended 2020 RMDs.
- 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

4. Portability of Lifetime Income Options (see Section F. below)

The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.

- The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: _____ (no earlier than the plan

year beginning after 12/31/2019).

- The following limitations and conditions apply: _____.

5. In-Service Withdrawals

The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment (e.g., age cannot be less than 62).

- Effective _____ (no earlier than 01/01/2020), the Plan permits distributions to a Participant who has not separated from employment if the Participant attains: _____ (age cannot be less than 59-1/2).

STANDARD PROVISIONS:

A. Qualified Birth or Adoption Distributions

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

B. Required Minimum Distributions

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(I) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

C. Distribution on Account of Death for Certain Eligible Retirement Plans

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

D. Qualified Automatic Contribution Arrangement (QACA)

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

E. Safe Harbor Notice

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

F. Portability of Lifetime Income Investments

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

G. Disaster or Coronavirus-Related Relief

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

A. Qualified Distributions

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.

- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

B. Expanded Loan Provisions

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.
- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

H. Difficulty of Care Payments Included in Statutory Compensation

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

I. Long-Term, Part-Time Employees

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.

**ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN**

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION

1. Name of adopting employer (Plan Sponsor): City of Pryor Creek
2. Address: 12 North Rowe Street
3. City: Pryor 4.State: Oklahoma 5. Zip: 74361
6. Phone number: 918-825-0888 7. Fax number: _____ - _____
8. Plan Sponsor EIN: 73-6005386
9. Plan Sponsor fiscal year end: 10/31
10. State of organization of Plan Sponsor: Oklahoma
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION

A. GENERAL INFORMATION

1. **Plan name:** a. City of Pryor Creek Deferred Compensation Plan
b. _____
2. **Effective Date:**
 - 2a. Original effective date of Plan: 11/01/1986
 - 2b. Is this a restatement of a previously-adopted plan?
 Yes No
 - 2c. If **A.2b** is "Yes", effective date of Plan restatement: 01/01/2022.
NOTE: If **A.2b** is "No", the Effective Date shall be the date specified in **A.2a**, otherwise the date specified in **A.2c**; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. **Plan Year** means each 12-consecutive month period ending on 10/31 (e.g. December 31).
NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type

4. Type of Plan:
 - i. Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
 - ii. Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features

5. Employer/Employee contributions permitted (check all that apply):
 - a. Matching Contributions.
 - b. Nonelective Contributions.
 - c. Participant Deferral Contributions.
 - d. If **A.5c** is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
 - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 01/01/2022 (no earlier than January 1, 2011).

Compensation

6. Definition of Compensation (check all that apply):
 - a. Base salary.
 - b. The additional pay specified in **A.7**.
7. If **A.6.b** is selected, enter the additional pay: _____

8a. Are there any exclusions from the definition of Compensation:

Yes No

8b. If A.8a is "Yes", enter the exclusions from the definition of Compensation: _____

8c. Exclude pay earned before participation in Plan from definition of Compensation:

Yes No

Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of B.2 through B.4, the term Eligible Employee shall include Employees who are also (check all that apply):

a. Officers of the Company in the following positions: _____.

b. Other management or highly compensated employees in the following classifications/positions: _____.

c. Employees listed in an appendix to the Adoption Agreement.

d. All Employees except: A Leased Employee or an Employee who is less than 18 years of age.

e. All Employees.

NOTE: Only a Governmental Plan may select B.1.d or B.1.e.

2. Indicate whether an independent contractor may participate in the Plan:

Yes No

Eligible Employee - Other

3. In addition to the requirements in B.1, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):

a. Must be approved by the Chief Executive Officer of the Plan Sponsor.

b. Must be approved by the Chief Executive Officer of the Employee's employing entity.

c. Must be approved by the Board of the Plan Sponsor.

d. Must be approved by the Board of the Employee's employing entity.

e. Other requirements listed in B.4.

4. If B.3.e is selected, enter other requirements: _____

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in B.5 through B.6:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:

i. None.

ii. Completion of: _____

iii. Other: _____

6. Frequency of entry dates:

i. first day of each calendar month

ii. first day of each plan quarter

iii. first day of the first month and seventh month of the Plan Year

iv. first day of the Plan Year

v. Other: _____

Modifications

7a. Indicate whether there are any modifications to the requirements specified in B.1 - B.6:

Yes No

7b. If B.7a is "Yes", specify the modifications: _____.

C. ELECTIONS/CONTRIBUTIONS

- 1a. If **A.5c** is selected (Participant Deferrals permitted), minimum Participant contribution: None
1b. If **A.5c** is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).
2. If **A.5c** is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
 Yes No

Matching Contributions

3. If **A.5a** is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
i. Pursuant to the formula specified in **C.4**.
ii. An amount and allocation formula as determined by the Company.
4. If **A.5a** is "Yes" (matching contributions are permitted), and **C.3.i** is selected, indicate the formula to allocate such contributions: _____.
5. If **A.5a** is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If **C.5** is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

6. If **A.5b** is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
i. In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
ii. Pursuant to the formula specified in **C.7**.
iii. An amount and allocation formula as determined by the Company.
7. If **A.5b** is "Yes" (nonelective contributions are permitted) and **C.6.ii** is selected, indicate the formula to allocate such contributions: _____.
8. If **A.5b** is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: _____.
NOTE: If **C.8** is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
 Yes No
NOTE: If the Plan is not a Governmental Plan and **C.9** is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and **C.9** is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

1. A Participant's Accounts shall be credited with earnings in the following manner:
i. Fixed rate specified in **D.2**.
ii. Predetermined investment(s) specified in an appendix to the Adoption Agreement.
iii. Predetermined investment(s) as specified by the Plan Administrator.
iv. Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
NOTE: If the Plan is a Governmental Plan, **D.1** must be a predetermined investment.
2. If **D.1.i** (fixed rate) is selected, specify the rate: _____.
NOTE: If the rate specified in **D.2** is a published rate, and the entry in **D.2** does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
i. A Participant may not choose among predetermined investments.
ii. As of each Valuation Date.

- iii. As of the first day of each Plan Year.
- iv. Pursuant to Plan Administrator procedures.
- 4a. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:
 Yes No
- 4b. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed) and **D.4a** is "Yes", enter the conditions and/or limitations: _____.

Grantor Trust

- 5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
 - i. No grantor trust shall be established.
 - ii. The Company may, in its sole discretion, establish a grantor trust.
 - iii. The Company shall establish a grantor trust.

NOTE: If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

- 6a. Enter Valuation Date:
 - i. Last day of Plan Year
 - ii. Last day of each Plan quarter
 - iii. Last day of each month
 - iv. Each business day
 - v. Other
- 6b. If **D.6a.v** is selected, enter the Valuation Date: _____(Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

- 1. Indicate the method of determining vesting service: _____.
NOTE: Unless otherwise specified in **E.1**, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

- 2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):
 Yes No
- 3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):
 Yes No
- 4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):
 Yes No
- 5a. Provide for full vesting for a Participant upon the circumstances described in **E.5b** (Section 5.06):
 Yes No
- 5b. If **E.5a** is "Yes", describe the other circumstances: _____.
- 6a. Company contribution vesting schedule:
 100% 3-7 Year Graded 2-6 Year Graded 1-5 Year Graded 1-4 Year Graded 5 Year Cliff 3 Year Cliff 2 Year Cliff Other Pursuant to another plan.
NOTE: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If **E.6a** is "Other", enter other vesting schedule: _____
- 6c. If **E.6a** is "Pursuant to another plan", enter name of other plan: _____

Special Forfeiture Provisions

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):
 Yes No
- 7b. If **E.7a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.7c**: _____.
NOTE: If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.
- 7c. If **E.7a** is "Yes", a Participant meeting the conditions of **E.7b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: _____.

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: 65.
NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
- The earlier of the Required Beginning Date or the number of years specified in **F.3** after the Participant's Termination.
 - The earlier of the Required Beginning Date or Normal Retirement Age.
 - Required Beginning Date.
- NOTE:** If **F.2.ii** is selected, payment may not be made earlier than that specified in Section 6.01.
3. If **F.2.i** is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): _____.
NOTE: If zero is entered in **F.3**, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

- 4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- A single lump sum payment.
 - Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in **F.4b**.
 - Other optional form of benefit specified in **F.4c**.
- 4b. If **F.4a.ii** (annual installments) is selected, enter the maximum number of years over which payments may be made: the life expectancy of the Participant and Beneficiary.
NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.
- 4c. If **F.4a.iii** (Other) is selected, describe other optional form of benefit: See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754.

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
- Pay entire remaining Account by end of the first calendar year following the date of death.
 - Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

- 6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):

Yes No

6b. If **F.6a** is "Yes", **A.5c** (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:

i. Yes

ii. Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).

iii. No

Small Distributions

7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):

Yes No

Medium of Payment

8. Medium of distribution from the Plan:

i. Cash only

ii. Cash or in-kind

iii. In-kind only

Transfers

9a. Specify whether transfers may be made to another plan (Section 6.08):

Yes No

NOTE: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).

NOTE: Governmental Plans are also subject to the direct rollover rules in Section 6.09.

9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):

Yes No

Death or Disability during Qualified Military Service

10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):

Yes No

10b. If **F.10a** is "Yes", enter the effective date: _____ (must be on or after January 1, 2007).

Loans/Inservice

11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):

Yes No

12. If the Plan is a Governmental Plan and **C.9** permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):

Yes No

13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:

Yes No

2009 Required Minimum Distributions

14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:

i. Default to continue 2009 RMDs.

ii. Default to discontinue 2009 RMDs.

iii. Other: _____.

NOTE: If "Other" is selected, the below provisions will not apply except to the extent specified.

- 14b.** Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
- i. None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
 - ii. 2009 RMDs only.
 - iii. Extended 2009 RMDs only.
 - iv. 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

- 1a.** Designation of Plan Administrator (Section 7.01):
- i. Plan Sponsor
 - ii. Committee appointed by Plan Sponsor
 - iii. Other
- 1b.** If **G.1a.iii** is selected, Name of Plan Administrator: _____
- 2a.** Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
- i. Standard according to Section 7.03.
 - ii. Custom.
- 2b.** If **G.2a.ii** (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this _____ day of _____, 2021.

CITY OF PRYOR CREEK:

Signature: _____

Print Name: _____

Title/Position: _____



TAX EXEMPT AND
GOVERNMENT ENTITIES
DIVISION

DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
WASHINGTON, D.C. 20224

Plan Description: Non-Standardized Pre-Approved Money Purchase Pension Plan
FFN: 317A527FT02-002 Case: 201900697 EIN: 73-1412334
Letter Serial No: Q704172a
Date of Submission: 02/04/2019

BEASLEY & COMPANY
2626 EAST 21ST STREET, SUITE 1
TULSA, OK 74114

Contact Person:
Janell Hayes
Telephone Number:
513-975-6319
In Reference To: TEGE:EP:7521
Date: 06/30/2020

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2017 Cumulative List of Notice 2017-37, 2017-29 Internal Revenue Bulletin (IRB) 89. Our opinion relates only to the acceptability of the form of the plan under the IRC. We did not consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2020-4, 2020-01 I.R.B. 148 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2020-4 to determine the eligibility of an adopting employer, and the items needed, to submit a determination letter application. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we will not consider the employer to have maintained another defined contribution plan provided both of the following are true:

- . The employer terminated the other plan before the effective date of this plan
- . No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:

- . A welfare benefit fund defined in IRC Section 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC Section 419A(d)

- . An individual medical account as defined in IRC Section 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- . A simplified employee pension plan

Our opinion doesn't apply to Treasury Regulations Section 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(d) governmental plan. This letter is not a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC Section 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC Section 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC Section 410(b) if 100 percent of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor allocation formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC Sections 401(k) and/or 401(m), the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC Sections 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC Sections 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC Sections 401(k)(11) and 401(m)(10), employers may also rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter does not cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when:

- . the plan is being used to amend or restate a plan of the employer which was not previously qualified
- . the employer's adoption of the plan precedes the issuance of the letter
- . the employer doesn't correctly complete the adoption agreement or other elective provisions in the plan
- . the plan is not identical to the pre-approved plan (that is, the employer has made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41)

Our opinion doesn't apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.

Our opinion doesn't consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This number is only for the provider's use.

Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you write to us about this plan, provide your telephone number and the best time to call if we need more information. Whether you call or write, refer to the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep this letter for your records.

Sincerely Yours,



Khin M. Chow
Director, EP Rulings & Agreements

Letter 6186 (June-2020)
Catalog Number 72434C

BASIC PLAN DOCUMENT #02

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Prepared by:
Beasley & Company

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ARTICLE 1 INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a tax-exempt "Plan" under Code section 401(a). The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Employee Retirement Income Security Act (ERISA) shall not be applicable to this Plan, even if a prior version of this Plan inadvertently incorporated ERISA provisions.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Employer on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Employer whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2 DEFINITIONS

"Account" means the balance of a Participant's interest in the Trust as of the applicable date as adjusted pursuant to Article 9. "Account" or "Accounts" shall include, to the extent provided in the Adoption Agreement, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and such other Account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Alternate Payee" means the person entitled to receive payment of benefits under the Plan pursuant to a Qualified Domestic Relations Order.

"Annual Addition" means the sum of the following amounts credited to a Participant's Account for the Limitation Year:

- (a) Employer contributions allocated to a Participant's Account, including Mandatory Employee Contributions, Matching Contributions, Employer Contributions, and Pension Contributions;
- (b) Voluntary Contributions and Grandfathered 401(k) Contributions;
- (c) forfeitures;
- (d) amounts allocated to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan maintained by the Employer;
- (e) amounts derived from contributions paid or accrued, which are attributable to post-retirement medical benefits, allocated to the separate Account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer; and
- (f) allocations under a simplified employee pension plan.

Notwithstanding the foregoing, an Annual Addition shall not include a restorative payment within the meaning of IRS Revenue Ruling 2002-45 and any superseding guidance.

"Beneficiary" means the person(s) entitled to receive benefits, under Section 7.04 of the Plan, upon the Participant's death.

"Catch-up Contribution" means the contribution described in Section 5.02(d).

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Committee" means the committee that may be appointed by the Plan Sponsor pursuant to Section 10.01 to serve as Plan Administrator.

"Disabled" or "Disability" shall have the meaning specified in the Adoption Agreement. The determination of Disability shall be made by the Plan Administrator.

"Early Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"Effective Date" shall have the meaning set forth in Section A.3 of the Adoption Agreement except as otherwise specified in the Plan or Adoption Agreement.

"Elapsed Time Method" means a service crediting method whereby an Employee is credited for an aggregate of all time periods (without regard to hours worked) beginning on the Employee's date of hire (or rehire, as applicable) and ending on the date that a break in service begins in accordance with Treas. Reg. section 1.410(a)-7. Under the Elapsed Time Method, an Employee's service is credited for any period of severance that is less than 12 consecutive months.

"Eligible Employee" means any Employee employed by the Employer, subject to the modifications and exclusions described in the Adoption Agreement.

"Employee" means any individual who is employed by the Employer. The term "Employee" includes any Leased Employee of the Employer. No Leased Employee may become a Participant hereunder unless he becomes an Eligible Employee. The term "Employee" shall not include a person who is classified by the Employer as an independent contractor or a person who is not treated as an employee for purposes of withholding federal employment taxes.

"Employer" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor, or any other entity required to be aggregated with the Employer under Code sections 414(b), (c), (m) or (o) and the regulations thereunder. In identifying "Employer" for purposes of Section 5.01, the definition in Code sections 414(b) and (c) shall be modified as provided in Code section 415(h).

"Employer Contribution" means a contribution made by the Employer that is allocated to a Participant's Employer Contribution Account pursuant to Article 4.

"Employer Contribution Account" means so much of a Participant's Account as consists of Employer Contributions (and corresponding earnings) made to the Plan.

"Employment Commencement Date" means the first date on which the Eligible Employee performs an Hour of Service.

"Final Paycheck Pay" means compensation paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the Limitation Year that includes the date of the Employee's severance from employment with the Employer if: (1) the payment is regular compensation for services during the Participant's regular working hours, or compensation for services outside the Participant's regular working hours (e.g., overtime or shift differential), commissions, bonuses, or other similar payments; and (2) the payment would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer.

"Grandfathered 401(k) Contribution" means an employee contribution made to the Plan as a Pre-tax Grandfathered 401(k) Contribution or as a Grandfathered Roth 401(k) Contribution pursuant to Article 4 of the Plan.

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

"Grandfathered 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered 401(k) Contributions (and corresponding earnings) made to the Plan. The Grandfathered 401(k) Contribution Account shall also include Catch-up Contributions described in Section 5.02(d) of the Plan.

"Grandfathered Roth 401(k) Contribution" means a Grandfathered 401(k) Contribution that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Grandfathered Roth 401(k) Contribution that is being made in lieu of all or a portion of the Pre-tax Grandfathered 401(k) Contributions the Participant is otherwise eligible to make under the Plan; and (b) treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Grandfathered Roth 401(k) Contributions shall be subject to the same conditions and limitations as apply to Grandfathered 401(k) Contributions.

"Grandfathered Roth 401(k) Contribution Account" means so much of a Participant's Account as consists of a Participant's Grandfathered Roth 401(k) Contributions (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Grandfathered Roth 401(k) Contributions in each Participant's Grandfathered Roth 401(k) Contribution Account.

"Hour of Service" means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer. If the Employer maintains the plan of a predecessor employer, service with such employer will be treated as service for the Employer if elected in the Adoption Agreement.

Service with respect to Qualified Military Service shall be credited in accordance with Code section 414(u) and service shall also be determined to the extent required by the Family and Medical Leave Act of 1993.

"Investment Fiduciary" means the person(s) designated as such in the Adoption Agreement.

"Investment Funds" means the funds in which the Trust is invested.

"Investment Manager" means the person(s) designated as such in the Adoption Agreement.

"In-Plan Roth Rollover Account" means so much of a Participant's Account as consists of a Participant's In-Plan Roth Rollover Contributions (and corresponding earnings) made to the Plan.

"In-Plan Roth Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another Account in the Plan pursuant to Section 8.07.

"Leased Employee" means any person (other than an Employee of the Employer) who, pursuant to an agreement between the Employer and any other person ("leasing organization"), has performed services for the Employer (or for the Employer and related persons determined in accordance with Code section 414(n)(6)) on a substantially full time basis for a period of at least one year, and such services are performed under primary direction or control by the Employer. Contributions or benefits provided to a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer. A person shall not be considered a Leased Employee if: such person is covered by a money purchase pension plan providing: (1) a nonintegrated employer contribution rate of at least 10% of compensation, as defined in Code section 415(c)(3), but including amounts contributed pursuant to a salary reduction agreement which are excludable from the employee's gross income under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457; (2) immediate participation; and (3) full and immediate vesting.

"Limitation Year" means the year specified in the Adoption Agreement for purposes of determining Annual Additions limits pursuant to Article 5. All qualified plans maintained by the Employer must use the same Limitation Year. If the Limitation Year is amended to a different consecutive 12-month period, the new Limitation Year must begin on a date within the Limitation Year in which the amendment is made.

"Mandatory After-tax Employee Contribution" means a mandatory Employee contribution made to the Plan on an after-tax basis. The term Mandatory After-tax Employee Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Mandatory After-tax Employee Contribution Account" means so much of a Participant's Account as consists of Mandatory After-tax Employee Contributions (and corresponding earnings) made to the Plan.

"Mandatory Employee Contribution" means contributions picked up by the Employer as described in Code section 414(h), Revenue Rulings 81-35, 81-36, 87-10 and 2006-43.

(a) The Mandatory Employee Contributions are paid by the Employer in lieu of contributions by the Participant. The employing unit must take formal action to provide that the contributions on behalf of a specific class of employees of the employing unit, although designated as employee contributions, will be paid by the employing unit in lieu of employee contributions. A person duly authorized to take such action with respect to the employing unit must take such action. The action must apply only prospectively and be evidenced by a contemporaneous written document (e.g., minutes of a meeting, a resolution, or an ordinance).

(b) The Participant may not receive the contributed amounts directly instead of having them paid to the Plan and may not opt out of the Mandatory Employee Contributions. No cash or deferred election right (within the meaning of Code section 1.401(k)-1(a)(3)) with respect to designated Mandatory Employee Contributions applies.

"Mandatory Employee Contribution Account" means so much of a Participant's Account as consists of Mandatory Employee Contributions (and corresponding earnings) made to the Plan.

"Matched Employee Contribution" means Employee contributions specified in the Adoption Agreement.

"Matching Contribution" means an Employer Matching Contribution made to the Plan on behalf of the Participant pursuant to Article 4 of the Plan.

"Matching Contribution Account" means so much of a Participant's Account as consists of Matching Contributions (and corresponding earnings) made to the Plan.

"Non-Elective Contribution" means a contribution made by the Employer that is allocated to a Participant's Non-Elective Contribution Account pursuant to Article 4.

"Non-Elective Contribution Account" means so much of a Participant's Account as consists of Non-Elective Contributions (and corresponding earnings) made to the Plan.

"Non-Resident Alien" means any Employee who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).

"Normal Retirement Age" shall have the meaning set forth in the Adoption Agreement.

"Participant" means an Employee who participates in the Plan in accordance with Article 3. A Participant also includes any Employee (or former Employee) with an Account balance, including an Account balance that is a result of a rollover contribution or a transfer from an IRA or a qualified plan.

"Pension Contribution" means a contribution made by the Employer that is allocated to a Participant's Pension Contribution Account pursuant to Article 4.

"Pension Contribution Account" means so much of a Participant's Account as consists of Pension Contributions (and corresponding earnings) made to the Plan.

"Plan Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 10.01.

"Plan Compensation" means Statutory Compensation as adjusted to the extent specified in the Adoption Agreement.

Plan Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)). For any Self-Employed Individual covered under the Plan, Plan Compensation shall mean Earned Income.

For any Plan Year, the annual compensation of each Participant taken into account in determining allocations for any Plan Year beginning after December 31, 2001, shall not exceed \$200,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Annual compensation means Plan Compensation during the Plan Year or such other consecutive 12-month period over which Plan Compensation is otherwise determined under the Plan (the determination period). The cost-of-living adjustment in effect for a calendar year applies to annual compensation for the determination period that begins with or within such calendar year.

If a determination period consists of fewer than 12 months, the annual compensation limit is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the short determination period, and the denominator of which is 12.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the consecutive 12-month period described in the Adoption Agreement.

"Post Severance Compensation" means amounts paid by the later of: (a) 2-1/2 months after an Employee's severance from employment with the Employer or (b) the end of the applicable Limitation Year/Plan Year that includes the date of severance from employment with the Employer; and those amounts would have been included in the definition of compensation if they were paid prior to the Participant's severance from employment with the Employer. However, the payment must be for (a) unused accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if the Employee had continued in employment; or (b) received by a Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

"Post Year End Compensation" means amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates if: (a) these amounts are paid during the first few weeks of the next year; (b) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (c) no compensation is included in more than one year.

"Qualified Domestic Relations Order" means any judgment, decree, or order (including approval of a property settlement agreement) that constitutes a "qualified domestic relations order" according to Plan Administrator procedures.

"Qualified Military Service" means qualified military service as defined in Code section 414(u).

"Qualifying Longevity Annuity Contract (QLAC)" means an annuity contract, purchased from an insurance company on or after July 2, 2014, for the benefit of a Participant under the plan, as defined in Treas. Reg. section 1.401(a)(9)-6, Q&A 17.

"Required Beginning Date" means April 1 of the calendar year following the later of the calendar year in which the Participant attains age 70-1/2 or the calendar year in which the Participant retires. The Adoption Agreement may provide that for all Participants: (a) the Required Beginning Date is April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2; or (b) the Participant may elect to begin receiving distributions at the date specified in the preceding sentence or the date specified in clause (a) of this sentence.

"Rollover Contribution" means an Employee contribution made to the Plan as a rollover from another eligible retirement plan or individual retirement account pursuant to Article 4 of the Plan.

"Rollover Contribution Account" means so much of a Participant's Account as consists of a Participant's Rollover Contributions (and corresponding earnings) made to the Plan.

"Section 414(s) Compensation" means Section 415 Compensation. Notwithstanding the preceding sentence, the Plan Administrator retains the discretion to define Section 414(s) Compensation

in accordance with Code section 414(s) and Treas. Reg. section 1.414(s)-1. The Plan Administrator has the discretion to determine Section 414(s) Compensation regardless of election made in defining Statutory Compensation or Plan Compensation. Any exclusion of the following compensation items will qualify as a safe harbor definition of Section 414(s) Compensation: (i) reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits; (ii) any portion of the compensation of some or all Highly Compensated Employees; (iii) all compensation in excess of a specified dollar amount. The period used to determine an Employee's compensation for a Plan Year must be either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected by the Plan Administrator must be applied uniformly to determine the compensation of every Eligible Employee under the Plan for that Plan Year. The Plan Administrator may, however, limit the period taken into account under either method to that portion of the Plan Year or calendar year in which the Employee was an Eligible Employee, provided that this limit is applied uniformly to all Eligible Employees under the Plan for the Plan Year. In the case of a Highly Compensated Employee whose Actual Deferral Ratio is determined under Treas. Reg. section 1.401(k)-2(a)(3)(ii), period of participation includes periods under another plan for which Elective Deferrals are aggregated under Treas. Reg. section 1.401(k)-2(a)(3)(ii). Section 414(s) Compensation shall be limited by any dollar limits described in Code section 401(a)(17). The Plan Administrator may include Post Severance Compensation or determine Section 414(s) Compensation using Post Year End Compensation.

"Section 415 Compensation" means a definition of Statutory Compensation that:

(a) Includes all of the following:

(1) The Employee's wages, salaries, fees for professional services, and other amounts received (without regard to whether or not an amount is paid in cash) for personal services actually rendered in the course of employment with the Employer maintaining the Plan, to the extent that the amounts are includible in gross income (or to the extent amounts would have been received and includible in gross income but for an election under Code section 125(a), 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b)). These amounts include, but are not limited to, commissions paid to salespersons, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips, bonuses, fringe benefits, and reimbursements or other expense allowances under a nonaccountable plan as described in Treas. Reg. section 1.62-2(c).

(2) Amounts described in Code section 104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

(3) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code section 217.

(4) The value of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.

(5) The amount includible in the gross income of an Employee upon making the election described in Code section 83(b).

(6) Amounts that are includible in the gross income of an Employee under the rules of Code section 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.

(b) Excludes all of the following:

(1) Contributions (other than elective contributions described in Code section 402(e)(3), 408(k)(6), 408(p)(2)(A)(i), or 457(b)) made by the Employer to a plan of deferred compensation (including a simplified employee pension plan described in Code section 408(k) or a simple retirement account described in Code section 408(p), and whether or not qualified) to the extent that the

contributions are not includible in the gross income of the Employee for the taxable year in which contributed. In addition, any distributions from a plan of deferred compensation (whether or not qualified) are not considered as compensation for Code section 415 purposes, regardless of whether such amounts are includible in the gross income of the Employee when distributed.

(2) Amounts realized from the exercise of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)), or when restricted stock or other property held by an Employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture (see Code section 83 and regulations promulgated thereunder).

(3) Amounts realized from the sale, exchange, or other disposition of stock acquired under a statutory stock option (as defined in Treas. Reg. section 1.421-1(b)).

(4) Other amounts that receive special tax benefits, such as premiums for group-term life insurance (but only to the extent that the premiums are not includible in the gross income of the Employee and are not salary reduction amounts that are described in Code section 125).

(5) Other items of remuneration that are similar to any of the items listed in paragraphs (b)(1) through (b)(4) of this Section.

"Section 415 Safe Harbor Option" means Section 415 Compensation which excludes all of the following:

(a) Amounts described in Code section 104(a)(3), 105(a), or 105(h), but only to the extent that these amounts are includible in the gross income of the Employee.

(b) Amounts paid or reimbursed by the Employer for moving expenses incurred by an Employee, but only to the extent that at the time of the payment it is reasonable to believe that these amounts are not deductible by the Employee under Code section 217.

(c) The value of a nonstatutory option (which is an option other than a statutory option as defined in Treas. Reg. section 1.421-1(b)) granted to an Employee by the Employer, but only to the extent that the value of the option is includible in the gross income of the Employee for the taxable year in which granted.

(d) The amount includible in the gross income of an Employee upon making the election described in Code section 83(b).

(e) Amounts that are includible in the gross income of an Employee under the rules of Code section 409A or 457(f)(1)(A) or because the amounts are constructively received by the Employee.

"Short Plan Year" means any Plan Year that is not a full 12-month period due to either a plan amendment, or a plan effective date for a new plan that is fewer than 12 months before the plan year end. Unless otherwise selected in the Adoption Agreement, the following provisions shall apply:

(a) If the Short Plan Year is the Plan's initial Plan Year, for eligibility and vesting (if service prior to the adoption of the Plan is counted) where the Computation Period is based on the Plan Year, the applicable Computation Period will be the normal Plan Year, regardless of the initial Short Plan Year. However, for vesting purposes only, if the Plan Sponsor elects to exclude service prior to the adoption of the Plan, the Computation Period shall begin on the first day of the Short Plan Year and end on the date that is 12 months following the first day of the Short Plan Year.

(b) If the Plan is amended to create the Short Plan Year, and eligibility and vesting service are based on the Plan Year, the applicable Computation Period shall begin on the first day of the Short Plan Year and end on the date that is 12 months following the first day of the Short Plan Year. This will apply only for an Employee who has at least one (1) hour of service during the Short Plan Year.

(c) The compensation limit for a Short Plan Year is an amount equal to the otherwise applicable annual compensation limit multiplied by a fraction, the numerator of which is the number of months in the Short Plan Year, and the denominator of which is 12.

(d) Where an Employer contribution is allocated for a Short Plan Year, an allocation condition set forth in the Adoption Agreement that requires a set number of hours of service will not be prorated as a result of the Short Plan Year.

In all other respects, the Plan shall be operated for a Short Plan Year in the same manner as for a normal 12-month Plan Year.

"Statutory Compensation" shall have the meaning set forth in the Adoption Agreement and described below.

Statutory Compensation must be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

Statutory Compensation shall include the following:

(a) Any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457;

(b) Differential military pay (as defined in Code section 3401(h)(2)), to the extent applicable;

(c) Final Paycheck Pay;

(d) Compensation paid to a Participant who is permanently and totally disabled, to the extent applicable; and

(e) Back pay, as defined in Treas. Reg. section 1.415(c)-2(g)(8), will be treated as Statutory Compensation for the Limitation Year to which the back pay relates to the extent the back pay represents wages and compensation that would otherwise be included under this definition.

The exclusions from Statutory Compensation for payments after severance from employment do not apply to payments to a Participant who does not currently perform services for the Employer by reason of Qualified Military Service to the extent those payments do not exceed the amounts the Participant would have received if the individual had continued to perform services for the Employer rather than entering Qualified Military Service.

Notwithstanding any other provision hereof to the contrary, the annual Statutory Compensation of each Employee taken into account under the Plan for any Plan Year shall not exceed \$200,000, (as adjusted under Code section 401(a)(17) for such year). If a Plan Year consists of fewer than 12 months, the applicable limitation under Code section 401(a)(17) will be multiplied by a fraction, the numerator of which is the number of months in such year, and the denominator of which is 12.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Employer.

"Transfer Account" means so much of a Participant's Account as consists of amounts transferred from another eligible retirement plan (and corresponding earnings) pursuant to Article 4 in a transaction that was not an eligible rollover distribution within the meaning of Code section 402.

"Trust" means the funding vehicle of the Plan to which the terms of a separate trust agreement shall apply. In the event of any conflict between the terms of this Plan and any conflicting provision contained in any associated trust, custodial account document, or any document that is incorporated by reference, the terms of this Plan will govern.

"Trustee" means the person or persons designated by the Plan Sponsor in a separate trust agreement to serve as the Trustee to the extent the assets of the Plan are not held solely by an insurance company.

"Union Employee" means any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.

"Valuation Date" has the meaning specified in the Adoption Agreement. Notwithstanding anything in the Adoption Agreement to the contrary and in the event that there is to be a distribution, transfer of assets or division of assets from the Plan, the Plan Administrator may in its sole discretion declare a special Valuation Date for that portion of the Plan that is not daily-valued to protect the interests of Participants in the Plan or the Participant receiving the distribution.

"Voluntary Contribution" means an Employee contribution made to the Plan on an after-tax basis. The term Voluntary Contribution shall not include Grandfathered Roth 401(k) Contributions.

"Voluntary Contribution Account" means so much of a Participant's Account as consists of a Participant's Voluntary Contributions (and corresponding earnings) made to the Plan.

"W-2 Compensation" means wages, within the meaning of Code section 3401(a), and all other payments of compensation to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052. W-2 Compensation shall be determined without regard to any rules under Code section 3401(a) that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

"Withholding Compensation" means wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code section 3401(a)(2)).

"Year of Eligibility Service" means, with respect to any Employee, an Eligibility Computation Period during which he completes at least the service specified in the Adoption Agreement. If the Plan uses the Elapsed Time Method: (a) "Year of Eligibility Service" means a 12-month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which eligibility service is being determined; (b) in order to determine the number of whole Years of Eligibility Service under the Elapsed Time Method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service; (c) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months; and (d) if less than one Year of Eligibility Service is required in Article 3, such service shall be determined by substituting such period for "12-month" and "Year" where they appear in this paragraph.

All eligibility service with the Employer is taken into account except that if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Eligibility Service:

(a) One-Year Holdout. If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the Elapsed Time Method), Years of Eligibility Service before such period will not be taken into account until the Employee has completed a Year of Eligibility Service after returning to employment with the Employer.

Where a Plan's service requirement is two years of service, if an Employee experiences a one-year break in service prior to satisfying the two years of service eligibility requirement, any service prior to the break in service will not be taken into account.

(b) Rule of Parity. If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, Years of Eligibility Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the Elapsed Time Method) will not be taken into account in computing eligibility service. Elective Deferrals are taken into account for purposes of determining whether a Participant is a nonvested Participant for purposes of Code section 411(a)(6)(D)(iii).

If a Participant's Years of Eligibility Service are disregarded pursuant to the foregoing, such Participant will be treated as a new Employee for eligibility purposes. If a Participant's Years of Eligibility Service may not be disregarded pursuant to the foregoing, such Participant shall participate in the Plan pursuant to the terms of Article 3.

To the extent provided in the Adoption Agreement, eligibility service may also include service with employers other than the Employer.

"Year of Vesting Service" means a Vesting Computation Period during which the Employee completes at least the number of hours specified in the Adoption Agreement. If the Plan uses the Elapsed Time Method: (a) "Year of Vesting Service" means a 12-month period of time beginning on an Employee's Employment Commencement Date and ending on the date on which vesting service is being determined; (b) in order to determine the number of whole Years of Vesting Service under the Elapsed Time Method, nonsuccessive periods of service and less than whole year periods of service shall be aggregated on the basis that 12 months of service (30 days are deemed to be a month in the case of the aggregation of fractional months) or 365 days of service are equal to a whole year of service; and (c) an Employee will also receive credit for any Period of Severance of less than 12 consecutive months.

All Years of Vesting Service with the Employer are taken into account except that for an Employee who has five consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the Elapsed Time Method) all periods of service after such breaks in service/periods of severance shall be disregarded for the purpose of vesting the Employee's Employer-derived Account balance that accrued before such breaks in service/periods of severance, but except as otherwise expressly provided, both the service before and after such breaks in service/periods of severance shall count for purposes of vesting the Employee's Employer-derived Account balance that accrues after such breaks in service/periods of severance pursuant to Article 6.

In addition, if permitted in the Adoption Agreement, the following service shall be disregarded in determining Years of Vesting Service:

(a) One-Year Holdout. If an Employee has a One-Year Break in Service (One-Year Period of Severance to the extent the Plan uses the Elapsed Time Method), Years of Vesting Service before such period will not be taken into account until the Employee has completed a Year of Vesting Service after returning to employment with the Employer.

(b) Rule of Parity. If an Employee does not have any nonforfeitable right to the Account balance derived from Employer contributions, Years of Vesting Service before a period of five (5) consecutive One-Year Breaks in Service (One-Year Periods of Severance to the extent the Plan uses the Elapsed Time Method) will not be taken into account in computing vesting service. Elective Deferrals are taken into account for purposes of determining whether a Participant is a nonvested Participant for purposes of Code section 411(a)(6)(D)(iii).

(c) Years of Vesting Service before age 18 or Years of Vesting Service before the Employer maintained this Plan or a predecessor plan will not be taken into account in computing vesting service to the extent provided in the Adoption Agreement.

To the extent provided in the Adoption Agreement, vesting service may also include service with employers other than the Employer.

ARTICLE 3 PARTICIPATION

Section 3.01 MANDATORY EMPLOYEE CONTRIBUTIONS, VOLUNTARY CONTRIBUTIONS AND GRANDFATHERED 401(K) CONTRIBUTIONS

Each Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(k) Contributions on the date specified in the Adoption Agreement provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make Mandatory Employee Contributions, Voluntary Contributions and Grandfathered 401(k) Contributions only to the extent such contributions are permitted in the Adoption Agreement.

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

Section 3.02 MATCHING CONTRIBUTIONS

Each Eligible Employee shall become a Participant eligible to receive Matching Contributions on the date specified in the Adoption Agreement provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.03 EMPLOYER CONTRIBUTIONS

(a) Non-Elective Contributions. Each Eligible Employee shall become a Participant eligible to receive Non-Elective Contributions on the date specified in the Adoption Agreement provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Pension Contributions. Each Eligible Employee shall become a Participant eligible to receive Pension Contributions on the date specified in the Adoption Agreement provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to receive Pension Contributions only to the extent such contributions are permitted in the Adoption Agreement.

Section 3.04 TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer.

Section 3.05 TERMINATION AND REHIRES

If an Employee has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant; except as provided in Article 4) as of his Termination of Employment. An individual who has satisfied the applicable eligibility requirements set forth in Article 3, including passing an entry date, before his Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall resume or become a Participant immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied to the extent provided by the Adoption Agreement. An individual who has not so qualified for participation on his Termination date, and who is subsequently reemployed by the Employer as an Eligible Employee, shall be eligible to participate as of the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3.

Section 3.06 LIMITATIONS ON EXCLUSIONS

(a) Eligibility Waiver. The Employer may waive any of the Eligibility requirements to participate in the Plan with respect to Employer Contributions for an Employee who does not otherwise satisfy such requirements.

(b) Modifications. The completion of a 'fill-in' blank in the Adoption Agreement shall not be considered to be a modification to the Pre-Approved Plan document unless the language used to complete the 'fill-in' blank is contrary to the notes and guidelines that accompany the option. If a completed 'fill-in' blank violates/is contrary to the notes and guidelines that accompany the option, the language is a modification to the Pre-Approved Plan document.

Section 3.07 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to this Article 3.

Section 3.08 PARTICIPANTS RECEIVING DIFFERENTIAL MILITARY PAY

To the extent selected in the Adoption Agreement and pursuant to Code section 414(u)(12), IRS Notice 2010-15 and any superseding guidance, a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment and the differential wage payments may be treated as Plan Compensation under the Plan to the extent selected in the Adoption Agreement.

ARTICLE 4 CONTRIBUTIONS

Section 4.01 MANDATORY EMPLOYEE CONTRIBUTIONS, VOLUNTARY CONTRIBUTIONS AND GRANDFATHERED 401(K) CONTRIBUTIONS

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

(a) Contributions. Subject to the limitations described in Article 5 and as provided in the Adoption Agreement, each Participant shall contribute to the Plan the amount of Mandatory After-tax Employee Contributions required by the Employer and may contribute Voluntary Contributions or Grandfathered 401(k) Contributions. Grandfathered 401(k) Contributions must be made pursuant to this Section 4.01 in the form and manner prescribed by the Plan Administrator.

(b) Modifications. As of the date a Participant first meets the eligibility requirements of Section 3.01, he may elect to contribute to the Plan. Subsequent to that date, a Participant may elect to start, increase, reduce or totally suspend his elections pursuant to this Section 4.01, effective as of the dates specified in the Adoption Agreement.

(c) Procedures. A Participant shall make an election described in Subsection (b) in such form and manner as may be prescribed by procedures established by the Plan Administrator. Such procedures may include, but not be limited to: specifying that elections be made at such time in advance as the Plan Administrator may require, allowing a Participant to make a separate election as to any bonuses or other special pay, or requiring elections be made in a dollar amount or percentage of pay. A Participant's election regarding Grandfathered 401(k) Contributions may be made only with respect to an amount which the Participant could otherwise elect to receive in cash and which is not currently available to the Participant. The Plan Administrator may allow Participants to defer on Plan Compensation actually received after Termination of Employment.

(d) Reduction in Elections. The Plan Administrator may reduce or totally suspend a Participant's election if the Plan Administrator determines that such election may cause the Plan to fail to satisfy any of the requirements of Article 5.

(e) Catch-up Contributions. If elected in the Adoption Agreement, all Participants who are eligible to make Grandfathered 401(k) Contributions under this Plan shall be eligible to make Catch-up Contributions pursuant to Section 5.02(d).

(f) Grandfathered Roth 401(k) Contributions. To the extent provided in the Adoption Agreement, Participants shall be eligible to irrevocably designate some or all of their Grandfathered 401(k) Contributions as either Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions. However, the Plan Administrator may require a Participant to elect all of their Grandfathered 401(k) Contributions as either Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions. All elections shall be subject to the same election procedures, limits on modifications and other terms and conditions on elections as specified in the Plan. If Grandfathered Roth 401(k) Contributions are not permitted, all Grandfathered 401(k) Contributions shall be designated as Pre-tax Grandfathered 401(k) Contributions.

(g) Automatic Enrollment. To the extent provided in the Adoption Agreement, upon the initial satisfaction of the eligibility requirements of Article 3 with respect to Grandfathered 401(k) Contributions (and at the effective date of the addition of an automatic enrollment feature for current Participants), an Eligible Employee described in the Adoption Agreement shall be deemed to have made a Grandfathered 401(k) Contribution election in the amount provided in the Adoption Agreement provided that:

(1) In a reasonable period of time before the deemed election takes place the Eligible Employee shall receive a notice that explains the automatic Grandfathered 401(k) Contribution election, his Plan Compensation reduction percentage and the individual's right to elect to have no such Grandfathered 401(k) Contributions made to the Plan or to alter the amount of those contributions,

including the procedure for exercising that right and the timing for implementation of any such election. The Eligible Employee must have a reasonable opportunity to file an election to receive cash in lieu of Grandfathered 401(k) Contributions before such deemed election is made. If the Adoption Agreement indicates the Plan intends to be an eligible automatic contribution arrangement (EACA), the notice must meet the additional requirements below:

(A) The notice must be provided within a reasonable period before the beginning of each Plan Year or, in the Plan Year the Employee is first eligible to make a cash or deferred election (or first becomes covered under the automatic contribution arrangement as a result of a change in employment status), within a reasonable period before the Employee becomes a covered Employee. A notice satisfies the timing requirements of this paragraph only if it is provided sufficiently early so that the Employee has a reasonable period of time after receipt of the notice in order to make the election described under Treas. Reg. section 1.414(w)-1(e)(2).

(B) The notice must describe how contributions made under the arrangement will be invested in the absence of any investment election.

(C) The notice must describe the right to make a permissible withdrawal (as described in Section 4.01(g)(4)(B)), if applicable, and the procedures to elect such a withdrawal.

(2) Unless otherwise selected in the Adoption Agreement, if the Plan provides for Grandfathered Roth 401(k) Contributions, all Grandfathered 401(k) Contributions made under Subsection (g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.

(3) Administrator Discretion. The Plan Administrator may, on a uniform basis, provide that a new initial period shall begin for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year. The Plan Administrator may also, on a uniform basis, provide that an affirmative election expires at the end of each Plan Year and that the Employee must make a new affirmative election if he or she wants the prior rate of Grandfathered 401(k) Contribution to continue.

(4) Elections to End or Reduce Automatic Enrollment

(A) If the Adoption Agreement indicates the Plan is not an Eligible Automatic Contribution Arrangement (EACA) and the Plan Administrator elects to allow withdrawals, the Eligible Employee may file an election to receive cash in lieu of Grandfathered 401(k) Contributions at the time such deemed election is made or within the 60-day period thereafter. Upon an election to receive cash in lieu of Grandfathered 401(k) Contributions, the Participant shall not receive a refund of any Grandfathered 401(k) Contribution made. The Eligible Employee may make a subsequent affirmative election to make Grandfathered 401(k) Contributions at a later date that is effective as provided in Section 4.01(b).

(B) Eligible Automatic Contribution Arrangement (EACA). To the extent the Adoption Agreement indicates the Plan intends to be an eligible automatic contribution arrangement (EACA), if the Adoption Agreement allows for permissible withdrawals, an Employee for whom Grandfathered 401(k) Contributions have been automatically made may elect to withdraw all of the contributions made on his or her behalf including earnings thereon to the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within the earlier of 90 or the number of days specified in the Adoption Agreement after the date the first contribution is made under an EACA. Any Matching Contribution made with respect to the amount withdrawn (adjusted for allocable gains and losses) shall be forfeited. A withdrawal request will be treated as an affirmative election to stop having Grandfathered 401(k) Contributions made unless the Employee affirmatively elects otherwise.

(i) Election Period. The Plan Administrator may, on a uniform basis and non-discriminatory basis, require an election period shorter than 90 days, provided that such election period must be at least 30 days.

(ii) Treatment of Refunds. Grandfathered 401(k) Contributions refunded pursuant to this Subsection and any related Matching Contributions forfeited, shall be

disregarded in determining limitations under Code section 402(g). Any amounts refunded under this Paragraph are not eligible rollover contributions.

(iii) Rehires. The Plan Administrator may, on a uniform basis, for an Employee who is terminated for a full Plan Year and is rehired in a subsequent Plan Year provide that such Employee be treated as a new hire.

(iv) Fees. The amount distributed may be reduced by fees pursuant to Treas. Reg. section 1.414(w)-1(c)(3)(ii).

(v) The provisions of this Subsection are subject to any requirements under Code section 414(w), the final Treasury Regulations issued February 24, 2009 and any corresponding guidance or regulations issued thereunder.

(h) Contribution and Allocation of Grandfathered 401(k) Contributions and Voluntary Contributions. The Employer shall contribute to the Plan with respect to each pay period an amount equal to the Grandfathered 401(k) Contributions and Voluntary Contributions of Participants for such pay period, as determined pursuant to the elections in force pursuant to this Section. There shall be directly and promptly allocated to the Grandfathered 401(k) Contribution Account, Grandfathered 401(k) Roth Contribution Account and Voluntary Contribution Account of each Participant the Grandfathered 401(k) Contributions and Voluntary Contributions, respectively, contributed by the Employer to the Plan by reason of any election in force with respect to that Participant.

(i) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Mandatory Employee Contributions, Voluntary Contributions or Grandfathered 401(k) Contributions.

Section 4.02 MATCHING CONTRIBUTIONS

(a) Amount of Matching Contributions. Subject to the limitations described in Article 5, the Employer shall contribute to the Plan an amount specified in the Adoption Agreement on behalf of each Participant who made a Matched Employee Contribution and who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Matching Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Contribution and Allocation of Matching Contributions. Matching Contributions shall be made to the Plan and promptly allocated to the Matching Contribution Accounts of Participants who meet the requirements of Subsection (a) and in the amount determined pursuant to Subsection (a) as soon as administratively feasible after the end of the periods described in the Adoption Agreement. If the Employer funds Matching Contributions more frequently than the determination period indicated in the Adoption Agreement, a true-up contribution will be made to any Participant who did not receive a Matching Contribution based on Matched Employee Contributions or Plan Compensation for the entire determination period indicated in the Adoption Agreement.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Matching Contributions.

Section 4.03 EMPLOYER CONTRIBUTIONS

(a) Amount.

(1) Non-Elective Contributions. Subject to the limitations described in Article 5, the Employer shall, to the extent specified in the Adoption Agreement, make Non-Elective Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement. Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Non-Elective Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(2) Pension Contributions. Subject to the limitations described in Article 5, the Employer shall make Pension Contributions to the Plan on behalf of each Participant who has completed any service requirements specified in the Adoption Agreement (to the extent not funded by forfeitures). Notwithstanding the foregoing, a Participant shall be eligible to receive an allocation of Pension Contributions only to the extent such contributions are permitted in the Adoption Agreement.

(b) Allocation of Employer Contributions.

(1) Allocation of Employer Contributions. Employer Contributions shall be allocated to the Employer Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a)(1) in the manner described in the Adoption Agreement.

(2) Allocation of Pension Contributions. Pension Contributions shall be allocated to the Pension Contribution Accounts of each Participant eligible to share in such allocations pursuant to Subsection (a)(2) in the manner described in the Adoption Agreement.

(c) Participant. For purposes of this Section, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3 with respect to Employer Contributions or Pension Contributions, as applicable.

(d) Disability. In addition to the foregoing, if the Adoption Agreement specifies that contributions described in this Section shall be allocated to Disabled Participants, a Participant who does not meet the requirements of Subsection (a) due to Disability shall be eligible to share in such contributions (including Disabled Participants that have Terminated Employment); provided that such Disability would also constitute a disability pursuant to Code section 22(e). The Employer shall allocate the applicable contributions on behalf of each such Disabled Participant on the basis of the Plan Compensation each such Participant would have received for the Limitation Year if the Participant had been paid at the rate of Plan Compensation paid immediately before suffering a Disability. Contributions allocated to Participants suffering a Disability pursuant to this Subsection shall be fully (100%) vested when made. Such allocations shall cease on the first to occur of the following:

(1) the last day of the Plan Year in which occurs the anniversary specified in the Adoption Agreement of the date the Plan Administrator determines that the Participant's Disability commenced;

(2) the date the Participant ceases to suffer from a Disability;

(3) the date the Participant refuses to submit to a periodic examination by the Employer or its agent to determine the existence of a Disability; or

(4) the date the Participant dies.

Section 4.04 ROLLOVER CONTRIBUTIONS

(a) To the extent provided in the Adoption Agreement, the Plan Administrator may direct the Trustee to accept Rollover Contributions made in cash or other form acceptable to the Trustee. Rollover Contributions shall be allocated to the Participant's/Eligible Employee's (to the extent elected in the Adoption Agreement) Rollover Contribution Account. The Plan may accept the following Rollover Contributions to the extent allowed by the Plan Administrator in its sole discretion:

(1) A rollover from a plan qualified under Code section 401(a) or 403(a) if the contribution qualifies as a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.

(2) A rollover from a "Conduit Individual Retirement Account", as determined in accordance with procedures established by the Plan Administrator and only if the contribution qualifies as

a tax-free rollover as defined in Code section 402(c). If it is later determined that the amount received does not qualify as a tax-free rollover, the amount shall be refunded to the Eligible Employee.

(3) A direct rollover of an eligible rollover distribution of after-tax employee contributions from a qualified plan described in Code section 401(a) or 403(a). The Plan shall separately account for amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.

(4) Any rollover of an eligible rollover distribution from an annuity contract described in Code section 403(b). The Plan shall separately account for after-tax amounts so transferred, including separately accounting for the portion of such contribution which is includible in gross income and the portion of such contribution which is not so includible.

(5) Any rollover of an eligible rollover distribution from an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(6) Any rollover contribution of the portion of a distribution from an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is eligible to be rolled over and would otherwise be includible in gross income.

(7) Any additional rollover contribution as may be permitted by applicable law.

(b) In-Plan Roth Rollovers. To the extent provided in the Adoption Agreement, and to the extent permitted by Code section 402A(c), Notice 2010-84 and any superseding guidance, a distribution from the Plan other than from a Grandfathered Roth 401(k) Account that is an eligible rollover distribution (as defined in Code section 408A(e)) may be rolled over to a designated Roth Account maintained under this Plan for the benefit of the individual to whom the distribution is made. The Plan will maintain such records as are necessary for the proper reporting of In-Plan Roth Rollovers. A Participant is required to include the taxable amount of an In-Plan Roth Rollover in their gross income. The taxable amount of the In-Plan Roth Rollover is deemed to be the fair market value of the distribution less any basis in the amounts rolled over. If In-Plan Roth Rollovers are permitted for all distributions permitted under the Code and to the extent provided in the Adoption Agreement, In-Plan Roth Rollovers are permitted at the following times:

(1) Upon the attainment of the age specified in the Adoption Agreement except Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

(2) Mandatory Employee Contributions, Mandatory After-tax Employee Contributions and Voluntary Contributions can be converted to an In-Plan Roth Rollover Account at any time.

(3) From a Participant's Matching Contribution Account or Non-Elective Contribution Account after 5 years of Participation. In-service withdrawals are allowed from a Participant's Matching Contribution Account or Non-Elective Contribution Account on funds held for at least 2 years.

(4) Immediately after Termination of Employment.

(c) In-Plan Roth Transfers. To the extent provided in the Adoption Agreement, the Plan shall allow Participants to elect to transfer any amount not otherwise distributable under the Plan to a designated Roth Account (or sub-Account) maintained for the Participant within the Plan. The Plan shall not be treated as violating the provisions of Code section 401(k)(2)(B)(i) solely by reason of such transfer. Amounts transferred will retain the restrictions on distribution the account had before such transfer.

(d) Plan Administrator Procedures. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of rollovers; provided, that no procedures involving minimum amounts shall prescribe a minimum withdrawal greater than \$1,000.

Section 4.05 TRANSFERS

The Trustee may be directed to accept a direct transfer of assets, made without the consent of the affected Employees, from the trustee of any other qualified plan described in Code section 401(a) to the extent permitted by the Code and the regulations and rulings thereunder. In the event assets are transferred to the Plan pursuant to the foregoing sentence, the transferred assets shall be accounted for separately in the Transfer Account of the affected Employees to the extent necessary to preserve a more favorable vesting schedule or any other legally-protected benefits available to such Employees under the transferor plan. The Plan Administrator shall establish a vesting schedule for the Transfer Account; provided that such schedule is not less favorable than the vesting schedule under the transferor plan.

Section 4.06 MILITARY SERVICE

(a) In General. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service shall be provided in accordance with Code section 414(u).

(b) Death or Disability During Qualified Military Service. To the extent provided in the Adoption Agreement, pursuant to Code section 414(u)(9), IRS Notice 2010-15 and any superseding guidance; a Participant who dies or becomes Disabled while performing Qualified Military Service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability and receive benefit accruals related to the period of Qualified Military Service as provided under Code section 414(u)(8), except as provided below:

(1) All Participants eligible for benefits under the Plan by reason of this Section shall be provided benefits on reasonably equivalent terms.

(2) For the purposes of applying Code section 414(u)(8)(C), a Participant's Grandfathered 401(k) Contributions shall be determined based on the Participant's average actual contributions for:

(A) the 12-month period of service with the Employer immediately prior to Qualified Military Service, or

(B) if service with the Employer is less than such 12-month period, the actual length of continuous service with the Employer.

Section 4.07 ARRANGEMENTS ADOPTED BY MORE THAN ONE EMPLOYER

In General. This Section applies to arrangements adopted by two or more employers that are not aggregated under Code sections 414(b), (c), (m), or (o). Other employers that are not aggregated with the Employer under Code sections 414(b), (c), (m), or (o) may participate in the Plan as described below as a multiple employer plan within the meaning of ERISA section 3(2) and Code section 413(c) ("Multiple Employer Plan") only to the extent the unrelated entities are entities eligible to adopt a governmental plan as defined in Code section 414(d).

(a) Method of Adoption. The Plan Sponsor shall execute a Master Adoption Agreement and each Adopting Entity shall execute a joinder/participation agreement which contains only those Adoption Agreement provisions, if any, which may be overridden by an entity other than the Plan Sponsor. The execution of the joinder/participation agreement by an Adopting Entity shall constitute the adoption of the same plan as the Plan Sponsor and not the adoption of a separate plan for the Adopting Entity. An Adopting Entity may amend its joinder/participation agreement at any time with the approval of the Plan Sponsor. However, an Adopting Entity may not modify the definition of Plan Administrator, Limitation Year or Plan Sponsor. The Plan Sponsor and all Adopting Entities acknowledge that the Plan is a Multiple Employer Plan subject to the rules of Code section 413(c) and the regulations thereunder which are herein incorporated by reference. The Plan Sponsor and all Adopting Entities also acknowledge the

specific annual reporting requirements, and different procedures for obtaining determination letters from the Internal Revenue Service regarding the qualified status of the Plan.

(b) Definitions. The following terms are modified as used in the Plan:

(1) "Adopting Entity" means an entity who executes a joinder/participation agreement.

(2) "Adoption Agreement" means the Adoption Agreement for the Plan Sponsor. For any Adopting Entity, Adoption Agreement means the Adoption Agreement as amended in that entity's joinder/participation agreement (as provided in Section 4.07(a)).

(3) "Plan Sponsor" means the executor of the Master Adoption Agreement described in Section 4.07(a).

(c) Application of Code section 413(c). The provisions of Code section 413(c) shall apply to the Plan and this Section shall be interpreted consistent with Code section 413(c) and any applicable guidance.

(1) Eligibility Service. Code section 410(a) shall be applied as if all Employees of each Employer who maintains the Plan were employed by a single Employer. An Employee who transfers employment between Adopting Entities or the Plan Sponsor shall not be considered to have a Termination of Employment.

(2) Exclusive Benefit. For purposes of Code section 401(a), in determining whether the Plan of an Employer is for the exclusive benefit of its Employees and their Beneficiaries all Participants shall be considered to be its Employees.

(3) Vesting. Code section 411 shall be applied as if all Employers who maintain the Plan constituted a single Employer, except that the application of any rules with respect to breaks in service shall be made under regulations prescribed by the Secretary of Labor.

(4) Funding. To the extent the Plan is subject to Code section 412, the provisions of Code sections 413(c)(4) and 413(c)(5) shall apply.

(d) Other Rules.

(1) Contributions and forfeitures arising hereunder must be restricted to Participants who are employed by the entity under which the forfeitures arose.

(2) Maximum Annual Additions. Except as provided in Treas. Reg. section 1.415(f)-1(g)(2)(i) (regarding aggregation of multiemployer plans with plans other than multiemployer plans), for purposes of applying Section 5.01, Annual Additions attributable to a Participant from all of the Employers maintaining the Plan must be taken into account. Furthermore, in applying the limitations of Section 5.01 with respect to a Participant, the total Statutory Compensation received by the Participant from all of the Employers maintaining the Plan is taken into account under the Plan, unless Treas. Reg. section 1.415-1(e) and any superseding guidance specifies otherwise.

(e) No Modification to Pre-Approved Language. The execution of a joinder/participation agreement shall not be considered a modification to the IRS pre-approved language of the Plan.

(f) Cessation of Participation. Plan participation of an Adopting Entity may be ended by the Plan Administrator or by the Adopting Entity itself. Cessation of participation will be treated in accordance with Code Section 414(l).

(1) Cessation by the Plan Administrator. In the event that the Plan Administrator ends the Adopting Entity's participation in the Plan, the Plan Administrator will direct that Plan assets attributable to employees of the terminating Adopting Entity be transferred to a defined contribution plan

maintained by the terminating Adopting Entity. If the terminating Adopting Entity does not maintain a separate plan which can receive assets, or refuses to set-up such a plan, the Plan Administrator may establish a plan for the terminating Adopting Entity and may direct that Plan assets attributable to employees of the terminating employer be transferred to the plan. Distribution of employee assets will not be made available as a result of the cessation of plan participation.

(2) **Withdrawal by the Adopting Entity.** In the event that the Adopting Entity withdraws from Plan participation, the Plan Administrator will direct that Plan assets attributable to employees of the terminating employer be transferred to another plan sponsored by the terminating Adopting Entity which is eligible to receive a transfer of assets. Distribution of employee assets will not be made available as a result of the withdrawal by an Adopting Entity.

(g) **Fiduciary Act to Join the Plan.** By executing a joinder/participation agreement, each Adopting Entity, acting as a fiduciary with respect to its current and future Employees, thereby ratifies and confirms the appointment of all parties to the Plan and all action taken to establish and maintain the Plan. The term parties to the Plan in the preceding sentence shall include, but not be limited to, the Plan Administrator, Trustee and Investment Fiduciary.

(h) Each Adopting Entity shall be jointly and severally liable for Plan expenses.

(i) Each Adopting Entity shall indemnify and hold harmless the Plan Administrator (and their delegates), any other Adopting Entities, any person serving as the Trustee or Investment Fiduciary from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses for its failure to operate in accordance with the Plan or any intentional or negligent act or omission with respect to the Plan including but not limited to failure of oversight and or appointment. The Plan Administrator may in its discretion utilize any IRS or DOL correction program and any fees or costs associated with such program are the responsibility of the offending Adopting Entity.

Section 4.08 DEEMED IRAs

(a) **Applicability.** This Section 4.08 shall apply only if the Adoption Agreement provides that Deemed IRAs are permitted. The Plan Administrator may permit a Participant to make Employee contributions to a traditional IRA established under Code section 408 or a Roth IRA established under Code section 408A. The Plan shall establish a separate Account or annuity for the designated IRA contributions of each Participant and any earnings properly allocable to the contributions and maintain separate recordkeeping with respect to each such IRA.

(b) **Reporting Duties.** The Plan Administrator shall cause the trustee of a trust established pursuant to Subsection (d) or annuity contract issuer to comply with the reporting requirements of Code section 408(i) with respect to all IRAs that are established and maintained under the Plan.

(c) **Voluntary Employee Contributions.** For purposes of this Section, a voluntary Employee contribution means any contribution that is made by the Participant and which the Participant has designated, at or prior to the time of making the contribution, as a contribution to which this Section applies.

(d) IRAs established pursuant to this Section shall be held in a trust or an annuity separate from the Trust established under the Plan to hold contributions other than deemed IRA contributions and shall satisfy the applicable requirements of Code sections 408 and 408A.

ARTICLE 5 LIMITATIONS ON CONTRIBUTIONS

Section 5.01 MAXIMUM AMOUNT OF ANNUAL ADDITIONS

(a) General Rule.

(1) One Plan. If the Participant does not participate in, and has never participated in another qualified plan maintained by the Employer or a welfare benefit fund, as defined in Code section 419(e), maintained by the Employer, or an individual medical account, as defined in Code section 415(l)(2), maintained by the Employer, or a simplified employee pension plan, as defined in Code section 408(k), maintained by the Employer, which provides an Annual Addition, the amount of Annual Additions which may be credited to the Participant's Account for any Limitation Year will not exceed the lesser of the maximum permissible amount specified in Section 5.01(b) or any other limitation contained in this Plan. If the Employer contribution that would otherwise be contributed or allocated to the Participant's Account would cause the Annual Additions for the Limitation Year to exceed such maximum permissible amount, the amount contributed or allocated will be reduced so that the Annual Additions for the Limitation Year will equal the maximum permissible amount.

(2) Multiple Plans. This Subsection 5.01(a)(2) applies if, in addition to this Plan, the Participant is covered under another qualified defined contribution plan maintained by the Employer, a welfare benefit fund maintained by the Employer, an individual medical account maintained by the Employer, or a simplified employee pension plan maintained by the Employer, that provides an Annual Addition during any Limitation Year. The Annual Additions which may be credited to a Participant's Account under this Plan for any such Limitation Year will not exceed the maximum permissible amount specified in Section 5.01(b) reduced by the Annual Additions credited to a Participant's account under the other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pension plans for the same Limitation Year.

(b) Maximum Permissible Amount. The maximum permissible amount is the lesser of:

(1) \$40,000, as adjusted for increases in the cost-of-living under Code section 415(d); or

(2) 100% of the Participant's Statutory Compensation for the Limitation Year. The compensation limit referred to in this Subsection (b)(2) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition. Notwithstanding the preceding sentence, Statutory Compensation for purposes of Section 5.01 for a Participant in a defined contribution plan who is permanently and totally disabled (as defined in Code section 22(e)(3)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

Prior to determining the Participant's actual Statutory Compensation for the Limitation Year, the Employer may determine the maximum permissible amount for a Participant on the basis of a reasonable estimation of the Participant's Statutory Compensation for the Limitation Year, uniformly determined for all Participants similarly situated. As soon as is administratively feasible after the end of the Limitation Year, the maximum permissible amount for the Limitation Year will be determined on the basis of the Participant's actual Statutory Compensation for the Limitation Year.

(c) Correction of Excess. If there is an allocation in excess of the Maximum Permissible Amount, the Plan Administrator shall correct such excess pursuant to the procedures outlined under Employee Plans Compliance Resolution System as described in Rev. Proc. 2016-51 and any superseding guidance.

Section 5.02 ANNUAL LIMITATION ON GRANDFATHERED 401(K) CONTRIBUTIONS

(a) Amount. Notwithstanding anything herein to the contrary, Grandfathered 401(k) Contributions made under this Plan, or elective deferrals made under any other qualified plan maintained by the Employer may not exceed, during any taxable year, the dollar limitation contained in Code section 402(g) in effect at the beginning of such taxable year. For purposes of this Section 5.02, elective deferrals shall mean qualified cash or deferred arrangements described in Code section 401(k), any salary reduction simplified employee pension plan described in Code section 408(k)(6), any SIMPLE IRA plan described in Code section 408(p) and any plan described under Code section 501(c)(18), and any employer contributions made on the behalf of a participant for the purchase of an annuity contract under Code section 403(b) pursuant to a salary reduction agreement.

(b) Refund of Excess Grandfathered 401(k) Contributions. In the event that Grandfathered 401(k) Contributions under this Plan when added to a Participant's other elective deferrals under any other plan or arrangement (whether or not maintained by the employer) exceed the limit described in the preceding Subsection, the Plan Administrator shall distribute, by April 15 of the following calendar year, the excess amount of Grandfathered 401(k) Contributions adjusted for income/loss thereon. The Plan Administrator may use any reasonable method for computing the income allocable to Excess Grandfathered 401(k) Contributions, provided that the method does not violate Code section 401(a)(4), is used consistently for all Participants and for all corrective distributions under the Plan for the Plan Year, and is used by the Plan for allocating income to Participant's Accounts. The Plan will not fail to use a reasonable method for computing the income allocable to Excess Grandfathered 401(k) Contributions merely because the income allocable to Excess Grandfathered 401(k) Contributions is determined on a date that is no more than 7 days before the actual distribution. In addition, the Plan Administrator may allocate income in any manner permitted under Treas. Reg. section 1.401(k)-2(b)(2)(iv).

A Participant's claim that the excess was caused by elective deferrals made under a plan or arrangement not maintained by the Employer shall be made in writing and shall be submitted to the Plan Administrator no later than the date specified by the Plan Administrator following the calendar year in which such deferrals occurred. If the Plan permits Grandfathered Roth 401(k) Contributions, the Participant may elect to have refunds made either from his Pre-tax Grandfathered 401(k) Contributions or Grandfathered Roth 401(k) Contributions or any combination thereof. Absent direction from the Participant, a distribution of Excess Grandfathered 401(k) Contributions for a year shall be made first from the Participant's pre-tax Elective Deferral account, to the extent such deferrals were made for the year.

(c) Forfeiture of Matching Contributions Related to Excess Grandfathered 401(k) Contributions. In the event a Participant receives a distribution of excess Grandfathered 401(k) Contributions pursuant to Subsection (b), the Participant shall forfeit any Matching Contributions allocated to the Participant by reason of the distributed Grandfathered 401(k) Contributions. Grandfathered 401(k) Contributions not taken into account in determining Matching Contributions under Section 4.02 shall be treated as being reduced first. Amounts forfeited shall be used pursuant to Section 6.03(d).

(d) Catch-up Contributions. If elected in the Adoption Agreement, all Participants who are eligible to make Grandfathered 401(k) Contributions under this Plan shall be eligible to make Catch-up Contributions in accordance with, and subject to the limitations of, Code section 414(v). "Catch-up Contributions" are Grandfathered 401(k) Contributions made to the Plan that are in excess of an otherwise applicable plan limit and that are made by Participants who are aged 50 or over by the end of their taxable years. An otherwise applicable plan limit is a limit in the Plan that applies to Grandfathered 401(k) Contributions without regard to Catch-up Contributions, such as the limits on Annual Additions and the dollar limitation on Grandfathered 401(k) Contributions under Code section 402(g) (not counting Catch-up Contributions). Catch-up Contributions for a Participant for a taxable year may not exceed the dollar limit on Catch-up Contributions under Code section 414(v)(2)(B)(i) for the taxable year as adjusted for cost-of-living increases. Catch-up Contributions are not subject to the limits on Annual Additions.

ARTICLE 6 VESTING

Section 6.01 PARTICIPANT CONTRIBUTIONS

A Participant shall have a fully (100%) vested and nonforfeitable interest in his Voluntary Contribution Account, Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account and Rollover Contribution Account.

Section 6.02 EMPLOYER CONTRIBUTIONS

The Participant's interest in his Matching Contribution Account, Employer Contribution Account and Pension Contribution Account shall vest based on his Years of Vesting Service in accordance with the terms of the Adoption Agreement.

Notwithstanding the foregoing, a Participant shall become fully (100%) vested upon his attainment of Normal Retirement Age while an Employee. In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon (a) his death while an Employee, (b) his suffering a Disability while an Employee, or (c) attaining his Early Retirement Age while an Employee. If a Participant dies while performing Qualified Military Service, the survivors of the Participant are entitled to any additional benefits provided under the Plan as if the Participant had resumed and then terminated employment on account of death pursuant to Code section 401(a)(37). If Participants become fully (100%) vested upon death while an Employee, Participants shall also become fully (100%) vested upon death while performing Qualified Military Service.

A Participant's Transfer Account, if any, shall remain subject to the vesting schedule that applied to the Account immediately prior to the transfer.

Section 6.03 FORFEITURES

(a) Participants Receiving a Distribution. A Participant who receives a distribution of the value of the entire vested portion of his Account shall forfeit the nonvested portion of such Account according to the timeframes specified in the Adoption Agreement. For purposes of this Section, if the value of a Participant's vested Account balance is zero upon Termination, the Participant shall be deemed to have received a distribution of such vested Account.

(b) Participants Not Receiving a Distribution. The nonvested portion of the Account balance of a Participant who has a Termination of Employment and does not receive a complete distribution of the vested portion of his Account shall be forfeited according to the timeframes specified in the Adoption Agreement.

(c) Reemployment. A Participant that is reemployed after a period of severance may have nonvested Account balances restored to the extent specified in the Adoption Agreement.

(d) Disposition of Forfeitures. Amounts forfeited from a Participant's Account shall be used to restore forfeitures or reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4, or to pay reasonable Plan expenses to the extent specified in the Adoption Agreement.

(e) Vesting Following In-Service Withdrawals or Payment in Installments. If a distribution is made at a time when a Participant has a nonforfeitable right to less than 100% of his Account derived from Employer contributions and the Participant may increase the nonforfeitable percentage in the Account:

(1) A separate Account will be established for the Participant's interest in the Plan as of the time of the distribution, and

(2) At any relevant time the Participant's nonforfeitable portion of the separate Account will be equal to an amount ("X") determined by the formula:

$$X = P(AB + (R \times D)) - (R \times D)$$

For purposes of applying the formula: P is the nonforfeitable percentage at the relevant time; AB is the Account balance at the relevant time; D is the amount of the distribution; and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

ARTICLE 7 DISTRIBUTIONS

Section 7.01 COMMENCEMENT OF DISTRIBUTIONS

(a) Early and Normal Retirement. A Participant, upon attainment of his Normal Retirement Age, shall be entitled to retire and to receive his Account as his benefit hereunder pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Early Retirement Age but before Termination, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(b) Late Retirement. If a Participant continues in the employ of the Employer beyond his Normal Retirement Age, his participation under the Plan shall continue, and his benefits under the Plan shall commence following his actual Termination of Employment pursuant to Section 7.02. To the extent permitted in the Adoption Agreement, a Participant may, at any time after reaching his Normal Retirement Age but before actual retirement, elect to have the Plan Administrator commence the distribution of his benefit pursuant to Section 7.02 by providing the Plan Administrator with a written election to that effect. Any such written election shall state the date upon which distribution of benefits is to commence and shall be effective upon delivery to the Plan Administrator.

(c) Disability Retirement. Except as may be otherwise provided in the Adoption Agreement, if a Participant becomes Disabled, he shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

(d) Death. If a Participant dies, either before or after his Termination of Employment, his Beneficiary designated pursuant to Section 7.04 shall become entitled to receive the Participant's vested Account pursuant to Section 7.02.

(e) Termination of Employment. A Participant shall become entitled to receive his vested Account pursuant to Section 7.02 following the date he has a Termination of Employment.

Section 7.02 TIMING AND FORM OF DISTRIBUTIONS

(a) Distribution for Reasons Other Than Death. Payment of a Participant's vested Account shall commence at such times and shall be payable in the form and at such times as specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, a Participant may elect to have the Plan Administrator apply his entire Account toward the purchase of an annuity contract. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable and shall be distributed to the Participant.

The method of distribution shall be selected by the Participant on a form prescribed by the Plan Administrator. If no such selection is made by the Participant, payment shall be made in the form of a lump sum distribution unless the Adoption Agreement provides for different normal form of payment. No distribution shall be made if the Participant is rehired by the Employer before payments commence.

(b) Distribution on Account of Death.

(1) Before Distribution Has Begun. If the Participant dies before distribution of his Account begins, distribution of the Participant's entire Account, including any amounts attributable to an investment in a deferred annuity contract, shall be completed by the time and in the manner specified in the Adoption Agreement. To the extent permitted in the Adoption Agreement, payments may be made at least as rapidly as over the following periods:

(A) A complete distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death;

(B) Distributions may be made over the life or over a period certain not greater than the life expectancy of the Beneficiary commencing on or before December 31 of the calendar year immediately following the calendar year in which the Participant died; or

(C) If the Beneficiary is the Participant's surviving spouse, the date distributions are required to begin in accordance with Subparagraph (B) above shall not be earlier than the later of (i) December 31 of the calendar year immediately following the calendar year in which the Participant died and (ii) December 31 of the calendar year in which the Participant would have attained age 70-1/2.

If the Plan permits Participant elections under this Subsection (b)(1) and the Participant has not made an election as to form of payment by the time of his death, the Participant's Beneficiary must elect the method of distribution no later than the earlier of (1) December 31 of the calendar year in which distributions would be required to begin under this Section, or (2) December 31 of the calendar year which contains the fifth anniversary of the date of death of the Participant. If the Participant has no designated beneficiary, pursuant to applicable Treasury Regulations, or if the designated Beneficiary does not elect a method of distribution, distribution of the Participant's entire interest must be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

If the surviving spouse dies after the Participant, the provisions of this Subsection (b)(1), with the exception of Subparagraph (C) therein, shall be applied as if the surviving spouse were the Participant.

(2) After Distribution Has Begun. If the Participant dies after distribution of his Account has begun, the remaining portion of such Account will continue to be distributed at least as rapidly as the method of distribution being used prior to the Participant's death. If the Participant's Account was not being distributed in the form of an annuity at the time of his death: (i) distribution of the Participant's entire Account, including any amounts attributable to an investment in a deferred annuity contract, shall be completed by the time and in the manner specified in the Adoption Agreement; and (ii) the Beneficiary may elect to receive the Participant's remaining vested Account balance in a lump sum distribution. To the extent permitted in the Adoption Agreement, payments may be made at least as rapidly as over the following periods:

(A) A complete distribution shall be made by December 31 of the calendar year containing the fifth anniversary of the Participant's death; or

(B) Distributions shall continue to be distributed at least as rapidly as the method of distribution being used prior to the Participant's death.

The Beneficiary shall provide the Plan Administrator with the death notice or other sufficient documentation before any payments are made pursuant to this Subsection.

(c) Valuation Date. The distributable amount of a Participant's Account is the vested portion of his Account as of the Valuation Date coincident with or next preceding the date distribution is made to the Participant or Beneficiary as reduced by any subsequent distributions, withdrawals or loans.

(d) Ordering Rule. The Plan Administrator shall determine the ordering rule for distributions. Such ordering rule may provide that the Participant or Beneficiary may elect to have payments made first or last from his Grandfathered Roth 401(k) Contribution Account or Voluntary Contribution Account or in any combination of such Accounts and any other Account.

(e) Minimum Distribution Requirements. Distributions shall be made in a method that is in conformance with the requirements set forth in Section 7.05. Section 7.05 shall not be deemed to create a type of benefit (e.g., installment payments, lump sum within five years or immediate lump sum payment) to any class of Participants and Beneficiaries that is not otherwise permitted by the Plan.

Section 7.03 FORCE-OUT OF SMALL BALANCES

(a) Vested Account Balance Does Not Exceed \$5,000. Notwithstanding the foregoing, if involuntary force-out is selected in the Adoption Agreement and the vested amount of an Account payable to a Participant or Beneficiary does not exceed \$5,000 (or such lesser amount specified in the Adoption Agreement) at the time such individual becomes entitled to a distribution hereunder (or at any subsequent time established by the Plan Administrator to the extent provided in applicable Treasury Regulations), such vested Account shall be paid in a lump sum to the extent it is not subject to the automatic rollover provisions of Section 7.06(c) below.

(b) Vested Account Balance Exceeds \$5,000. If the value of a Participant's vested Account balance exceeds \$5,000 or such lesser amount as specified in the Adoption Agreement and the Account balance is immediately distributable, the Participant must consent to any distribution of such Account balance. Notwithstanding the foregoing and unless otherwise specified in the Adoption Agreement, payments shall commence as of the Participant's Required Beginning Date in the form of a lump sum or installment payments. The Participant's consent shall be obtained in writing within the 180-day period ending on the first day of the first period for which an amount is paid as an annuity or any other form. The Plan Administrator shall notify the Participant of the right to defer any distribution until the date specified in the Adoption Agreement. Such notification shall include a general description of the material features, and an explanation of the relative values of, the optional forms of benefit available under the Plan, and shall be provided no less than 30 days and no more than 180-days prior to the first day of the first period for which an amount is paid as an annuity or any other form. Distribution may commence less than 30 days after the notice described in the preceding sentence is given, provided the Plan Administrator clearly informs the Participant that he has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a particular distribution option), and the Participant, after receiving the notice, affirmatively elects a distribution. In the event a Participant's vested Account balance becomes distributable without consent pursuant to this Subsection (b), and the Participant fails to elect a form of distribution, the vested Account balance of such Participant shall be paid in a single sum.

(c) For purposes of this Section 7.03, the Participant's vested Account balance shall not include amounts attributable to accumulated deductible Employee contributions within the meaning of Code section 72(o)(5)(B).

(d) Required Distributions and Plan Termination. Consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code sections 401(a)(9) or 415. In addition, upon termination of this Plan the Participant's Account balance shall be distributed to the Participant in a lump sum distribution. However, if the Employer maintains another defined contribution plan, then the Participant's Account balance will be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

(e) Treatment of Rollovers. If elected in the Adoption Agreement, Rollovers shall be disregarded in determining the value of the Account balance for involuntary distributions. For purposes of this Section 7.03, the Participant's vested Account balance shall not include that portion of the Account balance that is attributable to Rollover Contributions (and earnings allocable thereto) within the meaning of Code sections 402(c), 403(a)(4), 403(b)(8), 408(d)(3)(A)(ii), and 457(e)(16).

Section 7.04 BENEFICIARY

(a) Beneficiary Designation Right. Beneficiaries may be designated according to the policies and procedures of the Plan Administrator or Employer and applicable law.

(b) No Designated Beneficiary. Unless otherwise provided in an Addendum to the Adoption Agreement, in the event that the Participant fails to designate a Beneficiary, or in the event that the Participant is predeceased by all designated primary and secondary Beneficiaries, the death benefit shall be payable to the Participant's spouse or, if there is no spouse, to the Participant's children in equal shares or, if there are no children to the Participant's estate.

Section 7.05 MINIMUM DISTRIBUTION REQUIREMENTS

No distribution option may be selected by a Participant or Beneficiary under this Plan unless it satisfies a reasonable, good faith interpretation of the requirements of Code section 401(a)(9).

Section 7.06 DIRECT ROLLOVERS

(a) In General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this part, a distributee may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution that is equal to at least \$500 (or such lesser amount as determined by the Plan Administrator) paid directly to an eligible retirement plan specified by the distributee in a direct rollover. If an eligible rollover distribution is less than \$500 (or such lesser amount as determined by the Plan Administrator), a distributee may not make the election described in the preceding sentence to roll over a portion of the eligible rollover distribution. This Paragraph shall be subject to Code sections 401(a)(31) and 402(f); Treas. Reg. sections 1.401(a)(31)-1, 1.402(c)-2 and 1.401(k)-1(f); and IRS Notices 2005-5, 2008-30, 2009-69, and 2009-75.

A non-spouse Beneficiary who is a designated Beneficiary within the meaning of Code section 401(a)(9)(E) may, after the death of the Participant, make a direct rollover of a distribution to an IRA established on behalf of the designated Beneficiary; provided the distributed amount satisfies all of the requirements to be an eligible rollover distribution other than the requirement that the distribution be made to the Participant or the Participant's spouse. Such direct rollovers shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in Q&A-17 regarding required minimum distributions. The distributions described in this Paragraph shall be subject to Code sections 401(a)(31), 402(f) and 3405(c).

(b) Definitions.

(1) Eligible Rollover Distribution. An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated Beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); and any other distribution(s) that is reasonably expected to total less than \$200 (or such lesser amount as determined by the Plan Administrator) during a year. For purposes of the \$200 rule in the preceding sentence, a distribution from a Grandfathered Roth 401(k) Contribution Account and a distribution from other Accounts under the Plan are treated as made under separate plans.

A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax Employee contributions which are not includible in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b), an annuity contract described in Code section 403(b), or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(2) Eligible Retirement Plan. An eligible retirement plan is an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, an individual retirement account described in Code section 408(a), individual retirement annuity described in Code section 408(b), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), or a qualified plan described in Code section 401(a), that accepts the distributee's eligible rollover distribution. The definition of eligible retirement plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a Grandfathered Roth 401(k) Contribution Account, an eligible retirement plan shall only include another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A and only to the extent the rollover is permitted under the rules of Code section 402(c). The Plan will not provide for a direct rollover (including an automatic rollover) for distributions from a Participant's Grandfathered Roth 401(k) Contribution Account if the amount of the distributions that are eligible rollover distributions are reasonably expected to total less than \$200 (or such lesser amount as determined by the Plan Administrator) during a year. In addition, if elected by the Plan Administrator, any distribution from a Participant's Grandfathered Roth 401(k) Contribution Account is not taken into account in determining whether distributions from a Participant's other Accounts are reasonably expected to total less than \$200 during a year. The provisions of this Section that allow a Participant to elect a direct rollover of only a portion of an eligible rollover distribution but only if the amount rolled over is at least \$500 are applied by treating any amount distributed from the Participant's Grandfathered Roth 401(k) Contribution Account as a separate distribution from any amount distributed from the Participant's other Accounts in the Plan, even if the amounts are distributed at the same time.

(3) **Distributee.** A distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving spouse and the Employee's or former Employee's spouse or former spouse who is the Alternate Payee under a Qualified Domestic Relations Order are distributees with regard to the interest of the spouse or former spouse.

(4) **Direct Rollover.** A direct rollover is a payment by the Plan to the eligible retirement plan specified by the distributee.

(c) **Automatic Rollovers.** In the event of a force-out distribution greater than \$1,000 (or such lesser amount as determined by the Plan Administrator) in accordance with the provisions of Section 7.03(a), if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly in accordance with Section 7.02, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator. Unless otherwise elected in the Adoption Agreement, the portion of the Participant's distribution attributable to any Rollover Contribution is included in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan. Eligible rollover distributions from a Participant's Grandfathered Roth 401(k) Contribution Account are separately taken into account in determining whether the total amount of the Participant's Account balances under the Plan exceeds \$1,000 for purposes of mandatory distributions from the Plan.

Section 7.07 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to such person and there is no legal guardian, the Plan Administrator may direct that payment be made to: (a) a parent of a minor, (b) a person holding a power of attorney; (c) a person authorized to act on behalf of such person under state law, or (d) the custodian for such person under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Trustee, Plan Administrator, Trust, and the Employer from further liability on account thereof.

Section 7.08 MISSING PAYEE

If all or any portion of the distribution payable to a Participant or Beneficiary remains unpaid because the Plan Administrator has been unable to ascertain the whereabouts of the Participant or Beneficiary after making reasonable efforts to contact the Participant or Beneficiary (which may include, but not be limited to, using certified mail, checking related plan and employer records, checking with a designated Beneficiary, and using free electronic search tools) the Plan Administrator may use a reasonable method to remove the assets from the Plan that is consistent with the Code. Such methods may include, but not be limited to, (a) creating an individual retirement plan designated by the Plan

Administrator; or (b) if, for a period of more than five years after such distribution becomes payable or six months after all attempts to locate the Participant or Beneficiary, the Plan Administrator is still unable to ascertain the whereabouts of the Participant or Beneficiary, the amount so distributable may be treated as a forfeiture under Article 6 hereof. Notwithstanding the foregoing, if a claim is subsequently made by the Participant or Beneficiary for the forfeited benefit pursuant to clause (b) of the preceding sentence, such benefit shall be reinstated without any credit or deduction for earnings and losses. Amounts may be forfeited from a Participant's Account under this Section only in the case of a continuing plan (see Section 7.09 for distribution options to missing payees in the event of Plan termination). Amounts forfeited under this Section shall be used pursuant to Section 6.03.

Section 7.09 DISTRIBUTIONS UPON TERMINATION OF PLAN

Except as provided in Section 11.03, a Participant shall receive the balance of his Account in a lump sum payment upon termination of the Plan without the establishment of an alternative defined contribution plan (as described in Treas. Reg. section 1.401(k)-1(d)(4)) other than an employee stock ownership plan (as defined in Code section 4975(e) or Code section 409), a simplified employee pension plan (as defined in Code section 408(k)), a SIMPLE IRA Plan (defined in Code section 408(p)), a plan or contract that satisfies the requirements of Code section 403(b), or a plan that is described in Code section 457(b) or (f). If, after a diligent search as described in 7.08, the Plan Administrator is unable to locate any Participant entitled to a distribution, the Plan Administrator will create an individual retirement account in the name of the missing payee as the sole means of distributing the owed balance. For distributions under this Section 7.09 only, the Plan Administrator may take action, including the creation of an individual retirement plan if needed, without regard to the value of a Participant's vested balance.

Section 7.10 QUALIFIED HEALTH INSURANCE PREMIUMS FOR RETIRED PUBLIC SAFETY OFFICERS

The Plan Administrator may allow retired public safety officers to elect to have distributions used to pay for qualified health insurance premiums as provided in Code section 402(l). Such distributions shall be subject to the terms and conditions of IRS Notice 2007-7 and any superseding guidance.

Section 7.11 SERVICE CREDIT TRANSFERS

If permitted by the Plan Administrator, a Participant may elect to have any portion of the Participant's Account transferred to a defined benefit governmental plan provided the Participant is also a participant in the tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant. A transfer under this Section may be made before the Participant has Terminated. A transfer may be made under this Section only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

ARTICLE 8 IN-SERVICE DISTRIBUTIONS AND LOANS

Section 8.01 HARDSHIP

(a) **Hardship.** A Participant may receive a distribution on account of hardship from the Accounts specified in the Adoption Agreement. Notwithstanding anything in the Plan to the contrary, if the Adoption Agreement permits a hardship distribution from an Account, the amount available for a hardship distribution from such Account shall include any amounts grandfathered under Treas. Reg. section 1.401(k)-1(d)(3)(ii)(B).

(b) **Hardship - Safe Harbor.** If the Adoption Agreement provides that the Plan has adopted safe harbor criteria for hardship withdrawal, the following shall apply:

(1) **Immediate and Heavy Financial Need.** A hardship distribution shall only be made upon the finding by the Plan Administrator of an immediate and heavy financial need where such Participant lacks other available resources. The following are the only financial needs considered immediate and heavy:

(A) Expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to whether the expenses exceed 7.5% of adjusted gross income) for the Employee, or the Employee's spouse, children, or dependents (as defined in Code section 152 without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));

(B) Costs directly related to the purchase of a principal residence for the Employee (excluding mortgage payments);

(C) Payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Employee, or the Employee's spouse, children, or dependents (as defined in Code section 152 without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

(D) Payments necessary to prevent the eviction of the Employee from the Employee's principal residence or foreclosure on the mortgage on that residence;

(E) Payments for burial or funeral expenses for the Employee's deceased parent, spouse, children or dependents (as defined in Code section 152 without regard to Code section 152(d)(1)(B));

(F) Expenses for the repair of damage to the Employee's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); and

(G) Other expenses as provided by the Commissioner as specified in Treas. Reg. section 1.401(k)-1(d)(3)(v).

(2) **Amount Necessary to Satisfy Need.** A distribution will be considered as necessary to satisfy an immediate and heavy financial need of the Participant only if:

(A) The distribution is not in excess of the amount of the immediate and heavy financial need (including amounts necessary to pay any federal, state or local income taxes or penalties reasonably anticipated to result from the distribution);

(B) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable loans under all plans maintained by the Employer; and

(C) All plans maintained by the Employer provide that the Participant's Grandfathered 401(k) Contributions (and after tax contributions) will be suspended for 6 months after the receipt of the hardship distribution.

(c) Hardship - Non Safe Harbor. If the Adoption Agreement provides that the Plan has adopted the non-safe harbor criteria for hardship for permitted Accounts, the following shall apply:

(1) Immediate and Heavy Financial Need. A hardship distribution shall only be made upon the finding by the Plan Administrator of an immediate and heavy financial need where such Participant lacks other available resources. Whether a Participant has an immediate and heavy financial need is to be determined based on all relevant facts and circumstances. The need to pay the funeral expenses of a family member would constitute an immediate and heavy financial need and a distribution made to a Participant for the purchase of a boat or television would not constitute a distribution made on account of an immediate and heavy financial need. A financial need may be immediate and heavy even if it was reasonably foreseeable or voluntarily incurred by the Participant.

(2) Amount Necessary to Satisfy Need. A distribution is not treated as necessary to satisfy an immediate and heavy financial need of a Participant to the extent the amount of the distribution is in excess of the amount required to relieve the financial need or to the extent the need may be satisfied from other resources that are reasonably available to the Participant. This determination generally is to be made on the basis of all relevant facts and circumstances. For purposes of this Subsection, the Participant's resources are deemed to include those assets of the Participant's spouse and minor children that are reasonably available to the Participant. A vacation home jointly owned (regardless of the nature of legal title) by the Participant and the Participant's spouse will be deemed a resource of the Participant. However, property held for the Participant's child under an irrevocable trust or under the Uniform Gifts to Minors Act is not treated as a resource of the Participant. The amount of an immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution. A distribution generally may be treated as necessary to satisfy a financial need if the Employer relies upon the Participant's written representation, unless the Employer has actual knowledge to the contrary, that the need cannot reasonably be relieved:

(A) Through reimbursement or compensation by insurance or otherwise;

(B) By liquidation of the Participant's assets;

(C) By cessation of all Participant contributions under the Plan;

(D) By other currently available distributions (including distribution of ESOP dividends under Code section 404(k)) and nontaxable (at the time of the loan) loans, under plans maintained by the Employer or by any other employer; or

(E) By borrowing from commercial sources on reasonable commercial terms in an amount sufficient to satisfy the need.

For purposes of this Subsection, a need cannot reasonably be relieved by one of the actions listed above if the effect would be to increase the amount of the need. For example, the need for funds to purchase a principal residence cannot reasonably be relieved by a Plan loan if the loan would disqualify the Employee from obtaining other necessary financing.

Section 8.02 SPECIFIED AGE; SPECIFIED AGE AND SERVICE

(a) A Participant may receive a distribution on attainment of a specified age from the Accounts specified in the Adoption Agreement.

(b) A Participant may receive a distribution on attainment of a specified age and service from the Accounts specified in the Adoption Agreement.

Section 8.03 OTHER WITHDRAWALS

(a) After a Period Certain. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Matching Contribution Account and his Non-Elective Contribution Account which has accumulated for at least twenty-four (24) months; and an individual who has been a Participant for five (5) or more Plan Years shall be entitled to receive a distribution of his Matching Contribution Account and Non-Elective Contribution Account regardless of the length of time the funds have accumulated.

(b) At Any Time. To the extent provided in the Adoption Agreement, a Participant may receive a distribution from his Voluntary Contribution Account and his Rollover Contribution Account at any time.

(c) Qualified Reservist Distributions. To the extent Qualified Reservist Distributions are provided for in the Adoption Agreement, as provided in Code section 72(t)(2)(G)(iii), Notice 2010-15 and any superseding guidance, the following shall apply:

(1) For purposes of Code section 401(k)(2)(B)(i) (distributions of Elective Deferrals), a Participant who is a member of the reserves who has been ordered or called to active duty for a period of more than 179 days or for an indefinite period may receive a distribution during such active duty period.

(d) Deemed Severance Distributions. To the extent Deemed Severance Distributions are provided for in the Adoption Agreement, as provided in Code section 414(u)(12)(B), Notice 2010-15 and any superseding guidance, the following shall apply:

(1) For purposes of Code section 401(k)(2)(B)(i)(I) (distributions of Elective Deferrals), a Participant performing service in the uniformed services while on active duty for a period of more than 30 days will be treated as having terminated from employment during any period the Participant is performing services described in Code section 3401(h)(2)(A).

(2) If a Participant elects to receive a distribution by reason of Subsection (d), the Participant may not make a Grandfathered 401(k) Contribution or Voluntary Contribution during the 6-month period beginning on the date of distribution.

(e) Other. To the extent provided in the Adoption Agreement and permitted under applicable law, other in-service distributions are permitted.

Section 8.04 TRANSFER ACCOUNT

In addition to the foregoing a Participant may receive a distribution from his Transfer Account, to the extent applicable, as permitted under the terms of any plan from which funds in such Account were transferred to the extent that such optional forms of benefit must be preserved pursuant to Code section 411(d)(6) and to the extent permitted in the Adoption Agreement.

Section 8.05 RULES REGARDING IN-SERVICE DISTRIBUTIONS

(a) In General. This Section shall apply only to the extent that in-service withdrawals are otherwise permitted pursuant to this Article 8.

(b) Form, Frequency, and Amount of Withdrawal. Unless otherwise provided in the Adoption Agreement, all distributions of amounts withdrawn pursuant to this Article 8 may be made in any form permitted by the Plan Administrator. The Plan Administrator may establish uniform procedures that include, but are not limited to, prescribing limitations on the frequency and minimum amount of withdrawals.

(c) Ordering Rule. The Plan Administrator shall determine the ordering rule for in-service distributions. Such ordering rule may provide that the Participant may elect to have payments made first or last from his Voluntary Contribution Account or in any combination of such Accounts and any other Account, to the extent permitted by the Adoption Agreement.

(d) Transfer Account. A Participant may receive a distribution from the vested portion of his Transfer Account only to the extent such Account was not transferred from a qualified plan subject to Code section 412, to the extent Section 8.02 applies.

Section 8.06 LOANS

The Plan Administrator, at its discretion, may permit Participants to apply for a loan from the Plan. The provisions of Code section 72(p) and Treas. Reg. section 1.72(p)-1 shall apply to the Plan and are hereby incorporated by reference. The Plan Administrator is authorized to adopt any administrative rules or procedures that it deems necessary or appropriate with respect to the granting and administering of loans or may use the default provisions under this Section.

(a) Eligible Participants. The Plan Administrator may provide that a loan may only be granted for the purpose of enabling the Participant to meet a financial hardship or an unusual or special situation in his financial affairs. Loans shall only be granted pursuant to the terms of this Section to persons who the Plan Administrator determines have the ability to repay the loan.

(b) Maximum Loan Amount. No loan to any Participant can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant would exceed the lesser of:

(1) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made; or

(2) one-half the present value of the vested Account balance of the Participant or, if greater and so provided by the Plan Administrator, the total vested Account balance up to \$10,000; provided that additional security is given to the extent such loan exceeds 50% of the vested Account balance.

For the purpose of the above limitation, all loans from all qualified plans of the Employer are aggregated.

(c) Loan Term and Amortization. Any loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan. If so provided by the Plan Administrator, a loan term may extend beyond five years if the loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant.

(d) Minimum Loan Amount - Maximum Number of Loans. The Plan Administrator shall specify a minimum loan amount and the maximum number of loans outstanding at any one time.

(e) Security. All loans shall be secured by no more than one-half of the vested portion of the Participant's Accounts (determined immediately after the origination of the loan) and such additional security as the Plan Administrator may deem necessary. All loans made to Participants under this Section are to be considered Trust investments and shall be segregated as provided in Article 9 hereof unless the Plan Administrator provides otherwise.

(f) Repayment. Loans shall be repaid in accordance with the foregoing and the Plan Administrator may require as a condition to granting such loan that it be repaid through payroll deductions. Unless the loan note provides otherwise, the principal amount of the loan and accrued interest shall become immediately due and payable upon a Termination of Employment. Repayment may be suspended pursuant to Code section 414(u).

(g) Loan Fees. Fees properly chargeable in connection with a loan may be charged, in accordance with a policy established by the Plan Administrator, against the Account of the Participant to whom the loan is granted.

(h) Default. In the event of default, foreclosure on the note and attachment of security shall not occur until a distributable event occurs in the Plan.

(i) Ordering Rule. The Plan Administrator shall determine from which Accounts a Participant may receive a loan and the ordering rule for loans. Such ordering rule may provide that the Participant may elect to have loans made first or last from his Voluntary Contribution Account or Grandfathered Roth 401(k) Contribution Account or in any combination of such Accounts and any other Account to the extent permitted in the Adoption Agreement.

ARTICLE 9 INVESTMENT AND TRUST VALUATION

Section 9.01 INVESTMENT OF ASSETS

All existing assets of the Trust and all future contributions shall be invested in accordance with the terms of this Article 9. All assets of the Trust may be commingled for investment purposes with the assets of any retirement plan which is maintained by the Employer and which qualifies under Code section 401(a) and may be held as a single fund under one or more trust instruments; provided that the value of each plan's assets can be determined at any time. The assets allocable to each such plan shall in no event be used for the benefit of Participants in the other plans.

Section 9.02 PARTICIPANT SELF-DIRECTION

(a) In General. To the extent provided for in the Adoption Agreement, the Plan Administrator may permit Participants to direct the investment of their Accounts pursuant to this Section 9.02. Any Participant self-direction shall be made pursuant to such uniform guidelines and procedures as the Plan Administrator may establish from time to time.

(b) Investment Elections. To the extent provided in Subsection (a), each Participant shall direct in the form and manner and at the time or times prescribed by the Plan Administrator the percentage of the applicable Accounts to be invested in one or more of the available Investment Funds, subject to such rules and limitations as the Plan Administrator may prescribe. After the death of the Participant, a Beneficiary shall be entitled to make investment elections as if the Beneficiary were the Participant. Notwithstanding the foregoing, the Plan Administrator may restrict investment transfers to the extent required to comply with applicable law.

(c) Loans. If the Adoption Agreement does not permit Participant self-direction, any assets that are held in the form of a Participant loan made pursuant to Article 8 shall be treated as a segregated investment unless otherwise provided by the Plan Administrator.

Section 9.03 INDIVIDUAL ACCOUNTS

To the extent provided in the Adoption Agreement, there shall be maintained on the books of the Plan with respect to each Participant, as applicable, a Mandatory Employee Contribution Account, Mandatory After-tax Employee Contribution Account, Matching Contribution Account, Employer Contribution Account, Pension Contribution Account, Voluntary Contribution Account, Grandfathered 401(k) Contribution Account, Grandfathered Roth 401(k) Contribution Account, Rollover Contribution Account, Transfer Account and any other Account established by the Plan Administrator. Each such Account shall separately reflect the Participant's interest in the Trust relating to such Account. A Participant's interest in the Trust shall be determined and accounted for based on his beneficial interest in such fund.

Section 9.04 ALLOCATION OF EARNINGS AND LOSSES

(a) Reinvestment. The dividends, capital gains distributions, and other earnings received on the Trust shall be allocated to such fund and reinvested.

(b) Valuation. The assets of each Investment Fund shall be valued at their current fair market value as of each Valuation Date, and Accounts of each Participant with interests in that Investment Fund shall be credited with such Participant's allocable share of the earnings and losses of each Investment Fund since the immediately preceding Valuation Date. Such allocation shall be done on the basis of such Participant's interest in the applicable Investment Fund. For purposes of the allocation of investment earnings and losses, the Plan Administrator may adjust the value of interests of Investment Funds in Accounts as of the preceding Valuation Date to account for any contributions, distributions or withdrawals that occur after such preceding Valuation Date.

(c) Allocation to Individual Accounts. The Accounts of each Participant shall be adjusted as of each Valuation Date by: (1) reducing such Accounts by any distributions and withdrawals made therefrom since the preceding Valuation Date; (2) increasing or reducing such Accounts by the Participant's share of earnings and losses and reasonable fees charged against such Accounts at the direction of the Plan Administrator; and (3) crediting such Accounts with any contributions made thereto since the preceding Valuation Date.

(d) Allocation of Expenses. The Plan Administrator may allocate all, none or any portion of the Plan's expenses to Participant Accounts. Such methods may include, but not be limited to: (1) allocating expenses only to current or former Employees (or among any other classification(s) of Employees); (2) allocating expenses directly to individual Employees; (3) allocating expenses using the per capita or pro rata method; and (4) any combination of the foregoing.

(e) Valuation for Distribution. For the purposes of paying the amounts to be distributed to a Participant or Beneficiary pursuant to Articles 7 and 8, the value of the Participant's interest shall be determined in accordance with the provisions of this Article as of the Valuation Date related to the date benefits are paid.

(f) No Rights Created by Allocation. An allocation of contributions or earnings to the separate Account of a Participant under this Article 9 shall not cause the Participant to have any right, title or interest in any assets of the Plan except at the time and under the terms and conditions expressly provided for in the Plan.

(g) Dividends and Credits. Any dividends or credits earned on insurance contracts will be allocated to the Participant's Account for whose benefit the contract is held. No contract will be purchased under the Plan unless such contract or a separate definite written agreement between the Employer and the insurer provides that no value under contracts providing benefits under the Plan or credits determined by the insurer (on account of dividends, earnings, or other experience rating credits, or surrender or cancellation credits) with respect to such contracts may be paid or returned to the Employer or diverted to or used for other than the exclusive benefit of the Participants or their Beneficiaries. However, any contribution made by the Employer may be returned to the Employer pursuant to Article 12.

Section 9.05 VOTING RIGHTS

To the extent provided in the Adoption Agreement, a Participant and a Beneficiary of a deceased Participant shall have the right to direct the person designated by the Employer (for purposes of this Section the "Designee") as to the exercise of voting rights with respect to his allocable share of any investment in the Trust that provides for such voting. An individual's allocable share shall be determined in the discretion of the Plan Administrator. As soon as practicable prior to the occasion for the exercise of such voting rights, the Designee shall deliver or cause to be delivered, to each Participant and Beneficiary of a deceased Participant entitled to vote all notices, prospectuses, financial statements, proxies and proxy soliciting material relating to such investment allocated to the Participant's Account. Instructions by Participants and Beneficiaries to the Designee shall be in such form and pursuant to such regulations as the Plan Administrator shall prescribe. Any such instructions shall remain in the strict confidence of the Designee. Any investments for which no instructions are received by the Designee within such time specified by notice and, unless otherwise required by applicable law, any shares which are not allocated to Participants' Accounts shall be voted in the same proportion that the shares for which instructions are received are voted. With respect to fractional shares for which instructions are received by the Designee, the Designee shall aggregate all such fractional shares for which the same instructions are received into whole shares and shall vote such whole shares as instructed. Any remaining fractional shares shall be voted in the same proportion that the shares for which instructions are received are voted.

Section 9.06 LIFE INSURANCE

(a) Purchase of Life Insurance. To the extent provided in the Adoption Agreement, a Participant may request that a portion of his Account be invested in insurance on his life, the life of his spouse, the life (or lives) of his child(ren), the life of a family member, or the life of any person with an insurable interest. If the Plan Administrator, in its discretion, approves such request, it shall direct the

Trustee to apply for and be the owner of any insurance contract purchased under the terms of this Section. The insurance contract(s) must provide that proceeds will be payable to the Trust; however, the Plan Administrator shall direct the Trustee to pay over all proceeds of the contract(s) to the Participant's Beneficiary in accordance with the distribution provisions of this Plan. The form and type of contract purchased shall be determined by the Plan Administrator. The Plan Administrator may also establish rules that prohibit the purchase of life insurance where the annual premium is estimated to be less than a certain minimum amount.

(b) **Maximum Insurance Amounts.** The total premiums paid for a Participant's ordinary life insurance shall be less than 50% of the aggregate Employer contributions allocated to such Participant's Account. If term insurance or universal life insurance is purchased, the aggregate premiums shall not exceed 25% of aggregate Employer contributions allocated to the insured Participant's Account. If both ordinary life insurance and either term insurance or universal life insurance is purchased for a Participant, the aggregate premiums for such term insurance or universal life insurance plus one-half of the total premiums for such ordinary life insurance shall not in the aggregate exceed 25% of the aggregate Employer contributions allocated to the insured Participant's Account. However, the foregoing restrictions shall not apply to funds that may be withdrawn or distributed from the Plan in accordance with applicable law even if such withdrawals/distributions are not permitted under the terms of the Plan.

(c) **Beneficiary.** The Trust shall be designated as the beneficiary to receive death benefits payable pursuant to the provisions of any life insurance policy purchased pursuant to this Section. Any death proceeds received by the Trust shall be added to the deceased Participant's Account and distributed pursuant to Article 7 hereof. Under no circumstances shall the Trust retain any part of the proceeds. In the event of any conflict between the terms of this Plan and the terms of any insurance contract purchased hereunder, the Plan provisions shall control.

(d) **Conversion of Policies.** If an insured Participant does not die prior to retirement, the Plan Administrator may direct the Trustee to: (1) convert the entire value of any such life insurance contract at or before retirement into cash to provide the retirement benefits set forth in Article 7 so that no portion of such value may be used to continue life insurance protection beyond retirement; or (2) distribute any such contract to the Participant. Nothing provided herein shall be construed to prohibit the purchase, sale, transfer or exchange of any individual life insurance contract which would otherwise be permitted under applicable prohibited transaction class exemptions.

(e) **Distributions.** Any distribution of an insurance policy or the proceeds of an insurance policy purchased pursuant to this Section shall be subject to the requirements of Article 7.

Section 9.07 QUALIFYING LONGEVITY ANNUITY CONTRACT (QLAC)

(a) **Purchase.** To the extent provided in the Adoption Agreement, a Participant may request that a portion of his Account be invested in a QLAC. The QLAC must meet all requirements as stated under Treasury Regulation 1.401(a)(9)-6.

(b) **Maximum Premiums Paid.** The total amount of premiums paid for the QLAC under the plan will not exceed the lesser of:

(1) An amount equal to the excess of \$125,000 (as adjusted by the Commissioner) over the sum of:

(A) The premiums paid before that date with respect to the contract, and

(B) Premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is purchased for the Participant under the plan, or any other plan, annuity or account described in sections 401(a), 403(a), 403(b), or 408, or eligible governmental plan under section 457(b), or

(2) An Amount equal to the excess of:

(A) 25% of the employee's account balance (as of the last valuation date preceding the date of the premium payment) under the plan (including the value of any QLAC held under the plan for the employee) as of the contract date, over

(B) The sum of the premiums paid before that date with respect to the contract and premiums paid on or before that date with respect to any other contract that is intended to be a QLAC and that is held or was purchased for the employee under the plan.

(c) Excess Premiums. If an annuity fails to be a QLAC solely because a premium for the contract exceeds the above limits, the excess premium will be returned (either in cash or in the form of contract that is not intended to be a QLAC) to the non-QLAC portion of the Participant's account by the end of the calendar year following the calendar year in which the excess premium was originally paid.

(d) Distributions. Distributions under the QLAC portion of the Participant's account will commence not later than the first day of the month next following the Participant's 85th birthday. After distributions commence, those distributions will satisfy all applicable minimum distributions requirements from that point forward (other than the requirement that annuity payments commence on or before the Required Beginning Date).

ARTICLE 10 PLAN ADMINISTRATION

Section 10.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall have total and complete discretionary power and authority:

(1) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(2) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with this Article 10;

(3) to determine the amount and manner of any allocations or benefit accruals hereunder, including whether the Plan maintains an ERISA Account;

(4) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and Alternate Payees;

(5) to prepare and furnish to Participants, Beneficiaries and Alternate Payees all information and notices required under applicable law or the provisions of this Plan;

(6) to prepare and file or publish with the Secretary of the Treasury, delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(7) to approve and enforce any loan hereunder including the repayment thereof;

(8) to provide directions to the Trustee with respect to the purchase of life insurance (to the extent permitted in the Adoption Agreement), methods of benefit payment, valuations at dates other than regular Valuation Dates and on all other matters where called for in the Plan or requested by the Trustee;

(9) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(10) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and Alternate Payees;

(11) to arrange for bonding, if required by law;

(12) to adjust Accounts in order to correct errors or omissions;

(13) to determine whether any domestic relations order constitutes a Qualified Domestic Relations Order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(14) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and Alternate Payees;

(15) to supply such information to any person as may be required;

(16) to establish, revise from time to time, and communicate to the Trustee or the Investment Fiduciary and Investment Manager(s), a funding policy and method for the Plan; and

(17) to perform such other functions and duties as are set forth in the Plan that are not specifically given to the Investment Fiduciary or Trustee.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the governing body of the Plan Sponsor adopts procedures for the Plan Administrator and the governing body of the Plan Sponsor fails to adopt such procedures, the Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator or the Adoption Agreement may designate other persons to carry out any of the duties and responsibilities of the Plan Administrator.

Section 10.02 INVESTMENT FIDUCIARY

(a) Designation. In the absence of a designation, the Plan Sponsor shall be the Investment Fiduciary. The Investment Fiduciary may consist of a committee consisting of one or more individuals who may be Employees appointed by the Plan Sponsor. If a committee is appointed, the committee may elect a chairman and may adopt such rules and procedures as it deems desirable. The committee may take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Investment Fiduciary. The Investment Fiduciary shall have the following discretionary authority and responsibility:

(1) to manage the investment of the Trust;

(2) to appoint one or more Investment Managers;

(3) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable;

(4) to establish, revise from time to time, and communicate to the Trustee or Investment Manager(s), an investment policy for the Plan; and

(5) to supply such information to any person as may be required.

(c) Procedures. Unless otherwise provided in the Adoption Agreement and to the extent that the Adoption Agreement provides that the governing body of the Plan Sponsor adopts procedures for the Investment Fiduciary and the governing body of the Plan Sponsor fails to adopt such procedures, the Investment Fiduciary may adopt such rules and procedures as it deems necessary, desirable, or appropriate in furtherance of its duties hereunder. When making a determination or calculation, the Investment Fiduciary shall be entitled to rely upon information furnished to it. Except as otherwise provided in a separate trust agreement, the Investment Fiduciary's decisions shall be binding and conclusive as to all parties.

Section 10.03 COMPENSATION OF PLAN ADMINISTRATOR AND INVESTMENT FIDUCIARY

The Plan Administrator and Investment Fiduciary shall be entitled to reasonable compensation for their services as is mutually agreed upon to the extent that such compensation would not constitute a prohibited transaction within the meaning of the Code.

Section 10.04 PLAN EXPENSES

All direct expenses of the Plan, Trustee, Plan Administrator and Investment Fiduciary or any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Employer, and if not so paid or reimbursed, shall be proper charges to the Trust and shall be paid therefrom.

Section 10.05 ALLOCATION OF FIDUCIARY RESPONSIBILITY

A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan and Trust Agreement. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 10.06 INDEMNIFICATION

Unless otherwise provided in an Addendum to the Adoption Agreement, the Employer shall indemnify and hold harmless any person serving as the Investment Fiduciary or Plan Administrator (and their delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan.

Section 10.07 CLAIMS PROCEDURES

Claims procedures shall be established by the policies and procedures of the Plan Administrator or Employer and applicable law.

Section 10.08 WRITTEN COMMUNICATION

To the extent permitted by applicable Treasury Regulations and accepted by the Plan Administrator and, as applicable, the Trustee, all provisions of the Plan and Trust that require written notices and elections shall be interpreted to mean authorized electronic and telephonic notices and elections. Any notice made under the terms of the Plan may be made in any electronic or telephonic method.

ARTICLE 11 AMENDMENT, MERGER AND TERMINATION

Section 11.01 AMENDMENT

The provisions of the Plan may be amended at any time and from time to time by the Plan Sponsor, provided, however, that:

(a) Amendment by Pre-Approved Plan Provider. The Pre-Approved Plan Provider may amend any part of the Plan on behalf of the adopting Employer for changes in the Code, regulations, revenue rulings, other statements published by the Internal Revenue Service, including model, sample or other required good faith amendments, but only if their adoption will not cause the Plan to be individually designed, and for corrections of prior plans.

The Pre-Approved Plan Provider will no longer have the authority to amend the Plan on behalf of any adopting Employer as of either: (1) the date the Internal Revenue Service requires the Employer to file Form 5300 as an individually designed plan as a result of an Employer amendment to the plan to incorporate a type of plan not allowable in the Pre-Approved Plan program, as described in Rev. Proc. 2017-41 and superseding guidance, or (2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

The Pre-Approved Plan Provider will maintain a record of the Employers that have adopted the Plan, and the Pre-Approved Plan Provider will make reasonable and diligent efforts to ensure that adopting Employers have actually received and are aware of all Plan amendments and that such Employers adopt new documents when necessary. In the event that the Pre-Approved Plan Provider licenses this document to a third party who has not filed for a letter in its own name as an identical adopter, such third party will be responsible for duties described in the preceding sentence.

(b) The Plan Sponsor may: (1) change the choice of optional language in the plan document; (2) add overriding language in the plan document when such language is necessary to satisfy Code sections 415 or 416 because of the required aggregation of multiple plans; (3) amend administrative provisions in the Plan (such as provisions relating to investments, plan claims procedures, and employer contact information); (4) add certain sample or model amendments published by the Internal Revenue Service or other required good faith amendments which specifically provide that their adoption will not cause the Plan to be treated as individually designed; (5) add or change provisions permitted under the Plan or specify or change the effective date of a provision as permitted under the Plan; and (6) adopt other amendments that are related to a change in qualification requirements in accordance with section 15 of Rev. Proc. 2016-37 and any superseding guidance that do not cause the Plan to become individually designed (this would include, but not be limited to, situations where a closing agreement under the Audit Closing Agreement Program or a compliance statement under the Voluntary Correction Program has been issued with respect to the Employer's Plan with regard to the amendment). An Employer that amends the Plan for any other reason other than amendments permitted under Revenue Procedure 2017-41 and any superseding guidance will no longer participate in this Pre-Approved Plan and will be considered to have an individually designed plan.

(c) An amendment or restatement of the Plan may be made by any method including a formal record of action by the governing body of the Plan Sponsor or other written document and execution of such amendment or restatement may be made by written or electronic means.

Section 11.02 MERGER AND TRANSFER

(a) Merger. In the event of any merger or consolidation with, or transfer of assets or liabilities to, any other plan, each Participant shall have a benefit in the surviving or transferee plan (as if such plan were then terminated immediately after such merger, consolidation or transfer) that is equal to or greater than the benefit he would have had immediately before such merger, consolidation or transfer in the plan in which he was then a Participant had such plan been terminated at that time.

(b) Transfer. The Plan Administrator may direct the Trustee to accept assets and related liabilities from another qualified plan in a form acceptable to the Trustee; provided that the Trustee receives sufficient evidence that the transferor plan is a tax-qualified plan and further provided that the Trustee shall not be liable for any breach of duty or error in respect of the other qualified plan. The Plan Administrator may direct the Trustee to transfer assets and related liabilities to another qualified plan provided that it receives sufficient evidence that the transferee plan is a tax-qualified plan.

Section 11.03 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Employer reserves the right to terminate its participation in this Plan. Each such entity constituting the Employer shall be deemed to terminate its participation in the Plan if: (1) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Employer; or (2) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Employer.

(c) Any termination of the Plan shall become effective as of the date designated by the Plan Sponsor. Except as expressly provided elsewhere in the Plan, prior to the satisfaction of all liabilities with respect to the benefits provided under this Plan, no termination shall cause any part of the funds or assets held to provide benefits under the Plan to be used other than for the benefit of Participants or to meet the administrative expenses of the Plan. In the event of the termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a partial termination of the Plan the Account balance of each affected Participant will be nonforfeitable. In the event of a complete discontinuance of contributions under the Plan, the Account balance of each affected Participant will be nonforfeitable. Upon termination of the Plan, Participant Accounts shall be distributed in a single lump sum payment unless otherwise required pursuant to Article 7.

ARTICLE 12 MISCELLANEOUS

Section 12.01 NONALIENATION OF BENEFITS

(a) Except as provided in Section 12.01(b), the Trust shall not be subject to any form of attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer, Participants or Beneficiaries under the Plan and all payments, benefits and rights shall be free from attachment, garnishment, trustee's process, or any other legal or equitable process available to any creditor of such Employer, Participant or Beneficiary. Except as provided in Section 12.01(b), no Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan, except the right to designate a Beneficiary. Any reference to a Participant or Beneficiary shall include an Alternate Payee or the Beneficiary of an Alternate Payee. Notwithstanding anything to the contrary, the Fund may be subject to attachment, garnishment, sequestration or other actions of collection afforded creditors of the Employer as permitted by applicable law.

(b) Notwithstanding the foregoing, the Trustee (to the extent permitted in a separate trust agreement) or Plan Administrator may:

- (1) Subject to Section 12.02 below, comply with the provisions and conditions of any Qualified Domestic Relations Order.
- (2) Comply with any federal tax levy made pursuant to Code section 6331.
- (3) Bring action to recover benefit overpayments.

Section 12.02 RIGHTS OF ALTERNATE PAYEES

(a) General. An Alternate Payee shall have no rights to a Participant's benefit and shall have no rights under this Plan other than those rights specifically granted to the Alternate Payee pursuant to a Qualified Domestic Relations Order that are consistent with this Section 12.02.

(b) Distribution. Notwithstanding any provision of the Plan to the contrary, the Plan Administrator may direct the Trustee to distribute all or a portion of a Participant's benefits under the Plan to an Alternate Payee in accordance with the terms and conditions of a Qualified Domestic Relations Order. The Plan hereby specifically permits and authorizes distribution of a Participant's benefits under the Plan to an Alternate Payee in accordance with a Qualified Domestic Relations Order prior to the date the Participant has a Termination of Employment, or prior to the date the Participant attains his earliest retirement age.

(c) Investment Funds. If the Qualified Domestic Relations Order does not specify the Participant's Accounts, or Investment Funds in which such Accounts are invested, from which amounts that are separately accounted for shall be paid to an Alternate Payee, such amounts shall be distributed, or segregated, from the Participant's Accounts, and the Investment Funds in which such Accounts are invested (excluding any amounts invested as a Participant loan), on a pro rata basis. A Qualified Domestic Relations Order may not provide for the assignment to an Alternate Payee of an amount that exceeds the balance of the Participant's vested Accounts after deduction of any outstanding loan.

(d) Default Rules. Unless a Qualified Domestic Relations Order provides to the contrary:

(1) Death Benefits. An Alternate Payee shall have the right to designate a Beneficiary who shall receive benefits payable to an Alternate Payee which have not been distributed at the time of the Alternate Payee's death. If the Alternate Payee does not designate a Beneficiary, or if the Beneficiary predeceases the Alternate Payee, benefits payable to the Alternate Payee which have not been distributed shall be paid to the Alternate Payee's estate. Any death benefit payable to the Beneficiary of an Alternate Payee shall be paid in a single sum as soon as administratively practicable after the Alternate Payee's death.

(2) Investment Direction. An Alternate Payee shall have the right to direct the investment of any portion of a Participant's Accounts payable to the Alternate Payee under such order in the same manner with respect to a Participant, which amounts shall be separately accounted for by the Trustee in the Alternate Payee's name.

(3) Voting Rights. An Alternate Payee shall have the right to direct the Trustee as to the exercise of voting rights in the same manner as provided with respect to a Participant.

(e) Withdrawals/Loans. An Alternate Payee shall not be permitted to make any withdrawals under Article 8 and shall not be permitted to make a loan from the separate Account established for the Alternate Payee pursuant to the Qualified Domestic Relations Order.

(f) Treatment as Spouse. A former spouse may be treated as the spouse or surviving spouse and a current spouse will not be treated as the spouse or surviving spouse to the extent provided under a Qualified Domestic Relations Order.

(g) Plan Procedures. The Plan Administrator shall be responsible for establishing reasonable procedures for determining whether any domestic relations order received with respect to the Plan qualifies as a Qualified Domestic Relations Order, and for administering distributions in accordance with the terms and conditions of such procedures and any Qualified Domestic Relations Order.

Section 12.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and the Participant, or as a right of any Employee to continue in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

Section 12.04 NO RIGHT TO TRUST ASSETS

No Employee, Participant, former Participant, Beneficiary or Alternate Payee shall have any rights to, or interest in, any assets of the Trust upon Termination of Employment or otherwise, except as specifically provided under the Plan. All payments of benefits under the Plan shall be made solely out of the assets of the Trust.

Section 12.05 GOVERNING LAW

This Plan shall be construed in accordance with and governed by the laws of the state or commonwealth specified in the Adoption Agreement to the extent not preempted by applicable federal law.

Section 12.06 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 12.07 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 12.08 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter; the singular shall include the plural, and vice-versa.

Section 12.09 DISASTER RELIEF

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, and section 702 of the Heartland Disaster Tax Relief Act of 2008 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the disaster relief listed below in compliance with Applicable Law.

(a) Qualified Distributions

(1) "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.

(2) If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.

(3) If the Plan permits rollover contributions, a Qualified Individual who received a withdrawal for the purchase of a home not due to the disaster, may contribute as a rollover to the Plan in an aggregate amount that does not exceed the amount of the Qualified Disaster Distribution.

(b) Expanded Loan Provisions

(1) The maximum loan limit under Code section 72(p)(2)(A) shall be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

(2) The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.

(3) Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.

(4) The 1 year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

Section 12.10 EXCLUSIVE BENEFIT

All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, nor diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 12.11 RETURN OF CONTRIBUTIONS

Notwithstanding any other provision of the Plan: (1) contributions made prior to the Commissioner of Internal Revenue's determination as to the initial qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination, then any such contribution may be returned to the Employer within one year after such determination, provided the application for qualification is made by the time prescribed by law; (2) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (3) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (4) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

GOVERNMENTAL PLANS' DISASTER RELIEF INTERIM AMENDMENT

The current Section 12.09 is replaced with the following:

Section 12.09 DISASTER RELIEF

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, and any subsequent legislation ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the disaster relief listed below in compliance with Applicable Law. The terms "Qualified Disaster Distribution," "Qualified Individual," and "Applicable Period" are defined in the relevant sections of Applicable Law.

(a) Qualified Disaster Distributions

- (1) Qualified Disaster Distribution received by a Qualified Individual for Applicable Period (from all plans maintained by the Employer) may not exceed \$100,000 in aggregate.
- (2) If the Plan permits rollover contributions, a Qualified Individual may at any time during the 3-year period beginning on the day after the Qualified Disaster Distribution was received contribute as a rollover to the Plan in an aggregate amount that does not exceed the amount of the Qualified Disaster Distribution.
- (3) If the Plan permits rollover contributions, a Qualified Individual who received a withdrawal for the purchase of a home not due to the disaster, may contribute as a rollover to the Plan in an aggregate amount that does not exceed the amount of the Qualified Disaster Distribution.

(b) Disaster Loan Provisions

- (1) The maximum loan limit under Code section 72(p)(2)(A) shall be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a Qualified Individual.
- (2) The loan repayment for a Qualified Individual may be delayed for 1 year.
- (3) Subsequent repayments will be adjusted to reflect the 1 year delay and any interest accrued during such delay.
- (4) The 1 year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

Resolution 2021-
**CITY OF PRYOR CREEK
FORMAL RECORD OF ACTION**

The following is a formal record of action taken by the governing body of City of Pryor Creek (the "Employer").

With respect to the amendment and restatement of the City of Pryor Creek Retirement Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated effective 01/01/2022, in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Employer be, and they hereby are, authorized and directed to execute the Plan on behalf of the Employer;

RESOLVED FURTHER: That Larry Lees is hereby retained as the Trustee of the Plan; and

RESOLVED FURTHER: That the officers of the Employer be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2021.

LOAN PROCEDURES

CITY OF PRYOR CREEK RETIREMENT PLAN

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan If you are an active Participant in the City of Pryor Creek Retirement Plan, you may apply for a loan from the Plan. You must apply for a loan by the following method: Paper form or website, as permissible by your Plan's Investment Provider. All loan applications will be reviewed on a uniform and nondiscriminatory basis and your loan will be approved if the Plan Administrator determines you have the ability to repay the loan, the loan is adequately secured and the loan meets the other requirements set out below.

Administration of the Plan Loan Program The Plan loan program is administered by the Plan Administrator.

Promissory Note If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan A loan cannot be greater than 50% of the vested account balance under the Plan. Additionally, the loan cannot exceed \$50,000 minus the difference between the highest outstanding balance of loans in the past 12 months and the outstanding balance of loans from the Plan on the date the loan is made.

Repayment Loans must be repaid over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as your principal residence. The maximum loan term for a principal residence loan is 15 years.

If you go on a leave of absence you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule. Loan repayments shall be made each pay period. Prepayments are not permitted. You may not refinance your loan. The loan will become payable in full on your termination of employment.

Maximum Number of Loans The maximum number of loans outstanding at any one time is 1.

Minimum Loan Amount The minimum loan amount is \$1,000.

Interest Rate According to U.S. Department of Labor Regulations, the interest rate for a participant loan from a retirement plan must be comparable to the current interest rates charged by financial institutions for similar loans. The interest that will apply on your loan will be WSJ Prime plus 1% per year. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral Your vested account balance under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested account balance may be used as collateral.

Payroll Deduction Payments will be made through payroll deduction every pay period.

Fees The Plan charges an initial loan processing fee of \$200 per loan. The Plan charges an ongoing loan maintenance fee of \$12 per quarter for the life of the loan. Any fee may be deducted from the proceeds of the loan and/or charged to your account.

Default Your loan will be in default if a scheduled payment is not made by the end of the "cure period." The "cure period"

is the repayment period allowed by the Plan Administrator which will not extend beyond the last day of the calendar quarter following the calendar quarter during which the last scheduled installment payment was due and not paid. To fully understand the potential tax consequences in the event of a loan default, you are encouraged to seek professional tax advice before requesting a loan.

Coordination with Qualified Domestic Relations Orders ("QDROs") No loan will be approved if the Plan Administrator is reviewing a domestic relations order that may affect your benefit under the Plan.

Special Rules for Military Leave If you are called into or volunteer for military service, special provisions may apply. You may request a loan suspension during your leave and choose from the following repayment methods upon your return to employment: (a) re-amortize the remaining loan balance; (b) repay all suspended loan payments at the end of your leave; or (c) continue payments under the prior rate and make a balloon payment at the end of the term. If you refinance the loan, you may extend the repayment period to the date that includes the latest date the loan repayment period could have been scheduled for (if the original term was less than five years) plus the period during which the loan was suspended. (See the note above regarding interest rates.)

Financial Advisor Contact Information: John Hawkins; 115 S Adair St, Pryor, Oklahoma 74361
Phone number: (918) 825-8400 Email: john.hawkins@insure-iis.com

**CITY OF PRYOR CREEK RETIREMENT PLAN
PLAN HIGHLIGHTS**

IMPORTANT: *This is a summary of the Plan features. For full details, please refer to the Plan document.*

ADMINISTRATIVE INFORMATION

The Plan Sponsor and Plan Administrator is City of Pryor Creek.
Address: 12 North Rowe Street, Pryor, Oklahoma 74361
Phone number: 918-825-0888
Employer Identification Number: 73-6005386
Email: malonel@pryorcreek.org

Financial Advisor Contact Information:

Name: John Hawkins
Address: 115 S Adair St, Pryor, Oklahoma 74361
Phone number: (918) 825-8400
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DEFINITIONS

Compensation

Plan Compensation is wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052 over the Plan Year.

Unless otherwise indicated below, Plan Compensation will exclude Deemed 125 Compensation and Post Year End Compensation which includes amounts earned during a year but not paid during that year solely because of the timing of pay periods and pay dates when: (i) these amounts are paid during the first few weeks of the next year; (ii) the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees; and (iii) no compensation is included in more than one year for purposes of all contributions.

The following adjustments will be made to the definition of Plan Compensation:

- • For purposes of Pension Contributions, Plan Compensation will include only that compensation which is actually paid to you by the Employer during that part of the Plan Year that you are eligible to participate in the Plan.
- For purposes of Pension Contributions, Plan Compensation will exclude all of the following items (even if includible in your income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits.
- For purposes of Pension Contributions, Plan Compensation will exclude all forms of Compensation are excluded other than those considered base wages or salary.

Disability

Disability means the definition found in Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

Early Retirement Age

Early Retirement Age is the later of attainment of age 55 or the 6 year anniversary of service.

Eligible Employee

All Employees are eligible to participate in the Plan except those listed below.

- Employees who are included in a unit of employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
- Leased employees.
- Police officers and fire fighters, as well as part-time employees working 25 or fewer hours per week.

Limitation Year

The Limitation Year is the Plan Year.

Normal Retirement Age

Normal Retirement Age is the attainment of age 65.

Plan Year

The Plan Year is each 12-consecutive month period ending on 12/31.

Required Beginning Date

The Required Beginning Date is the later of age 70-1/2 or retirement.

PENSION CONTRIBUTIONS

Eligibility

Eligible Employees must meet the requirements listed below to receive Pension Contributions.

- Attain age 18.
- Complete 6 months of service.

Eligible Employees will enter the Plan with respect to Pension Contributions on the first day of the calendar month coincident with or next following the date they meet the above eligibility requirements.

Contributions

Pension Contributions will be allocated according to the following formula: 9% of the Participant's Monthly Compensation.

Vesting

Participants who are not elected officials will become vested in their Pension Contributions according to the schedule below.

i.	Less than 1 year:	<u>0%</u>
ii.	1 year but less than 2 years:	<u>0%</u>
iii.	2 years but less than 3 years:	<u>20%</u>
iv.	3 years but less than 4 years:	<u>40%</u>
v.	4 years but less than 5 years:	<u>60%</u>
vi.	5 years but less than 6 years:	<u>80%</u>
vii.	6 years or more:	<u>100%</u>

Participants who are elected officials will become vested in their Pension Contributions according to the schedule below.

- | | | |
|------|--------------------------------|-------------|
| i. | Less than 1 year: | <u>0%</u> |
| ii. | 1 year but less than 2 years: | <u>0%</u> |
| iii. | 2 years but less than 3 years: | <u>0%</u> |
| iv. | 3 years or more: | <u>100%</u> |

DISTRIBUTIONS

Loans

Loans are permitted under the Plan.

Termination of Employment

Upon termination of employment, Participants will be able to take a distribution immediately.

In-Service Distributions - Normal Retirement Age

In-service distributions will be allowed at Normal Retirement Age for the following Accounts: All Accounts.

In-Service Distributions - Rollover Contributions

In-service distributions of Rollover Contributions will be allowed at any time.

In-Service Distributions - Disability

In-service distributions will be allowed on account of Disability.

Note: These Plan highlights are intended to be a very concise overview of the Plan's features. For a detailed description of the Plan's features, please contact the Plan Administrator for more information. The Plan features described in these Plan Highlights are subject to change, and in the event of a discrepancy between the Plan document and these Highlights (or any other summary of Plan features, written or oral), the Plan document will control.

CITY OF PRYOR CREEK RETIREMENT PLAN

TRUST AGREEMENT

2021
Beasley & Company
All Rights Reserved.

TRUST AGREEMENT

THIS TRUST AGREEMENT is effective 01/01/2022, between City of Pryor Creek (the "Employer"), and Larry Lees (the "Trustee").

WHEREAS, the Employer sponsors the City of Pryor Creek Retirement Plan (the "Plan") for the benefit of employees eligible to participate therein (the "Participants") and their beneficiaries (the "Beneficiaries");

WHEREAS, the Employer designates the Trustee to act as the trustee of a trust constituting a part of the Plan (the "Trust"), pursuant to which assets are being held to provide for the funding and payment of benefits under the Plan;

WHEREAS, the Trustee is willing to serve as trustee for the Plan and to hold in trust those assets of the Plan that have been and will be transferred to the Trustee in accordance with the provisions of this Agreement (the "Trust Fund");

WHEREAS, the Employer is, or has designated a person(s) to act as, the "Plan Administrator" as that term is defined in the Plan;

WHEREAS, the Employer has designated a fiduciary to select Trust Fund investments and perform other duties with respect to the investment of the Trust Fund (the "Investment Fiduciary");

WHEREAS, the Employer and the Trustee deem it necessary and desirable to enter into a written agreement of trust; and

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto, intending to be legally bound, hereby agree and declare as follows:

ARTICLE I TRUST FUND

Section 1.01 Trust Fund. A Trust is hereby established or continued under the Plan and the Trustee will maintain a trust account for the Plan and, as part thereof, accounts for such individuals as the Employer shall from time to time give written notice to the Trustee are Participants in the Plan. The Trustee will accept and hold in the Trust Fund such contributions on behalf of Participants as it may receive from time to time from the Employer, including amounts transferred by any prior trustee of the Plan, and such earnings, income and appreciation as may accrue thereon; less losses, depreciation and payments made by the Trustee to carry out the purposes of the Plan. The Trust Fund shall be fully invested and reinvested in accordance with the applicable provisions of the Plan.

Section 1.02 Exclusive Benefit. All contributions made to the Plan are made for the exclusive benefit of the Participants and their Beneficiaries, and such contributions shall not be used for, or diverted to, purposes other than for the exclusive benefit of the Participants and their Beneficiaries (including the costs of maintaining and administering the Plan and corresponding Trust).

Section 1.03 Return of Contributions. Notwithstanding any other provision of the Plan: (a) as contributions made prior to the receipt of an initial determination letter are conditional upon a favorable determination as to the qualified status of the Plan under Code section 401(a), if the Plan receives an adverse determination with respect to its initial qualification, then any such contribution may be returned to the Employer within one year after such determination, provided the application for determination is made by the time prescribed by law; (b) contributions made by the Employer based upon mistake of fact may be returned to the Employer within one year of such contribution; (c) as all contributions to the Plan are conditioned upon their deductibility under the Code, if a deduction for such a contribution is disallowed, such contribution may be returned to the Employer within one year of the disallowance of such deduction; and (d) after all liabilities under the Plan have been satisfied, the remaining assets of the Trust shall be distributed to the Employer if such distribution does not contravene any provision of applicable law.

In the case of the return of a contribution due to mistake of fact or the disallowance of a

deduction, the amount that may be returned is the excess of the amount contributed over the amount that would have been contributed had there not been a mistake or disallowance. Earnings attributable to the excess contributions may not be returned to the Employer but losses attributable thereto must reduce the amount to be so returned. Any return of contribution or distribution of assets made by the Trustee pursuant to this Section shall be made only upon the direction of the Employer, which shall have exclusive responsibility for determining whether the conditions of such return or distribution have been satisfied and for the amount to be returned.

Section 1.04 Assets Not Held by Trustee. The Trustee shall not be responsible for any assets of the Plan that are held outside of the Trust Fund. The Trustee is expressly hereby relieved of any responsibility or liability for any losses resulting to the Plan arising from any acts or omissions on the part of any insurance company holding assets outside of the Trust Fund. The Trustee may require the Employer to serve as custodian for all promissory notes and related documents issued in connection with the Plan's Participant loan program and require the Employer to be responsible for the safekeeping of same.

Section 1.05 Group Trust. In the event that the Trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1): (a) participation in the Trust is limited to (i) individual retirement accounts which are exempt under Code section 408(e), (ii) pension and profit-sharing trusts which are exempt under Code section 501(a) by qualifying under Code section 401(a) and (iii) accounts under Code sections 403(b)(7), 403(b)(9) and governmental retiree benefit plans under Code section 401(a)(24) to the extent the requirements of Revenue Ruling 2011-1 are met; (b) no part of the corpus or income which equitably belongs to any individual retirement account or Employer's trust may be used for or diverted to any purposes other than for the exclusive benefit of the individual or the Employees, respectively, or their Beneficiaries who are entitled to benefits under such participating individual retirement account or Employer's trust; (c) no part of the equity or interest in the Trust Fund shall be subject to assignment by a participating individual retirement account or Employer's trust; and (d) the Trustee shall maintain separate accounts for each participating trust or individual retirement account.

ARTICLE II DUTIES OF THE TRUSTEE

Section 2.01 In General. The Trustee is not a party to, and has no duties or responsibilities under the Plan, other than those that may be expressly contained in this Article. The Trustee shall have no duties, responsibilities or liability with respect to the acts or omissions of any prior trustee. The Trustee shall discharge its assigned duties and responsibilities under this Article and the Plan with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims.

Section 2.02 Contributions. The Trustee agrees to accept contributions that are paid to it by the Plan Administrator (as well as rollover contributions and direct transfers from other eligible retirement plans) in accordance with the terms of this Article. Such contributions shall be in cash or in such other form that may be acceptable to the Trustee. In-kind contributions of other than qualifying employer securities are permitted only in non-pension plans provided that the contribution is discretionary and unencumbered. Qualifying employer securities may be contributed to both pension and non-pension plans subject to the requirements of ERISA section 408(e). The Trustee shall have no responsibility for any property until it is received by the Trustee. The Plan Administrator shall have the sole duty and responsibility for the determination of the accuracy or sufficiency of the contributions to be made under the Plan, the transmittal of the same to the Trustee and compliance with any statute, regulation or rule applicable to contributions.

Section 2.03 Distributions. The Trustee shall make distributions out of the Trust Fund pursuant to instructions described in Article V. The Trustee shall not have any responsibility or duty under this Article for determining that such are in accordance with the terms of the Plan and applicable law, including without limitation, the amount, timing or method of payment and the identity of each person to whom such payments shall be made. The Trustee shall have no responsibility or duty to determine the tax effect of any payment or to see to the application of any payment. In making payments, the Employer acknowledges that the Trustee is acting as a paying agent and not as the payor, for tax information reporting and withholding purposes. In the event that any dispute shall arise as to the persons to whom

payment or delivery of any assets shall be made by the Trustee, the Trustee may withhold such payment or delivery until such dispute shall have been settled by the parties concerned or shall have been determined by a court of competent jurisdiction.

Section 2.04 Records. The Trustee shall keep full and accurate accounts of all receipts, investments, disbursements and other transactions hereunder, including such specific records as may be agreed upon in writing between the Employer and the Trustee. All such accounts, books and records shall be open to inspection and audit at all reasonable times by any authorized representative of the Employer or the Plan Administrator. A Participant may examine only those individual account records pertaining directly to him.

Section 2.05 Accounting. The Trustee shall file with the Plan Administrator a written account of the administration of the Trust Fund showing all transactions effected by the Trustee subsequent to the period covered by the last preceding account and all property held at the end of the accounting period. The Trustee shall use its best effort to file such written account within ninety (90) days, but not later than one hundred twenty (120) days after the end of each Plan Year. Upon approval of such accounting by the Plan Administrator, neither the Employer nor the Plan Administrator shall be entitled to any further accounting by the Trustee. The Plan Administrator may approve such accounting by written notice of approval delivered to the Trustee or by failure to express objection to such accounting in writing delivered to the Trustee within six (6) months from the date on which the accounting is delivered to the Plan Administrator.

Section 2.06 Participant Eligibility. The Trustee shall not be required to determine the facts concerning the eligibility of any Participant to participate in the Plan, the amount of benefits payable to any Participant or Beneficiary under the Plan, or the date or method of payment or disbursement. The Trustee shall be fully entitled to rely in good faith solely upon the written advice and directions of the Plan Administrator as to any such question of fact.

Section 2.07 Indicia of Ownership. The Trustee shall not hold the indicia of ownership of any assets of the Trust Fund outside of the jurisdiction of the District Courts of the United States, unless in compliance with section 404(b) of ERISA and regulations thereunder.

Section 2.08 Notice. The Trustee shall provide the Employer with advance notice of any legal actions the Trustee may take with respect to the Plan and Trust and shall promptly notify the Employer of any claim against the Plan and Trust.

Section 2.09 Other Fiduciaries. The Trustee shall not be responsible for the acts or omissions of any other persons except as may be required by ERISA section 405.

ARTICLE III GENERAL INVESTMENT POWERS

In addition to all powers and authority under common law, statutory authority and other provisions of this Article, the Trustee shall have the following powers and authorities to be exercised in accordance with and subject to the provisions of Article IV hereof:

Section 3.01 Invest and reinvest the Trust Fund in any property, real, personal or mixed, wherever situated, and whether or not productive of income or consisting of wasting assets, including, without limitation, common and preferred stock, bonds, notes, debentures, options, mutual funds, leaseholds, mortgages (including without limitation, any collective or part interest in any bond and mortgage or note and mortgage), certificates of deposit, and oil, mineral or gas properties, royalties, interests or rights (including equipment pertaining thereto), without being limited to the classes of property in which trustees are authorized by law or any rule of court to invest trust funds and without regard to the proportion any such property may bear to the entire amount of the Trust Fund;

Section 3.02 Hold property in nominee name, in bearer form, or in book entry form, in a clearinghouse corporation or in a depository, provided that such property is held in conformance with DOL Reg. section 2550-403a-1(b) and that such property is held by (i) a bank or trust company that is subject to supervision by the United States or a state, or a nominee of such bank or trust company, (ii) a broker or dealer registered under the Securities Exchange Act of 1934, or a nominee of such broker or

dealer; (iii) a "clearing agency," as defined in section 3(a)(23) of the Securities Exchange Act of 1934, or its nominee; or (iv) any other entity as provided in DOL Reg. section 2550-403a-1(b);

Section 3.03 Collect income payable to and distributions due to the Trust Fund and sign on behalf of the Trust any declarations, affidavits, certificates of ownership and other documents required to collect income and principal payments, including but not limited to, tax reclamations, rebates and other withheld amounts;

Section 3.04 To sell, exchange, convey, transfer, grant options to purchase, or otherwise dispose of any securities or other property held by the Trustee. No person dealing with the Trustee shall be bound to see to the application of the purchase money or to inquire into the validity, expediency, or propriety of any such sale or other disposition;

Section 3.05 Pursuant to the terms of Article VI, to vote upon any stocks, bonds, or other securities; to give general or special proxies or powers of attorney with or without power of substitution; to exercise any conversion privileges, subscription rights or other options, and to make any payments incidental thereto; to oppose, or to consent to, or otherwise participate in, corporate reorganizations or other changes affecting corporate securities, and to delegate discretionary powers, and to pay any assessments or charges in connection therewith; and generally to exercise any of the powers of an owner with respect to stocks, bonds, securities, or other property;

Section 3.06 Take all action necessary to pay for authorized transactions or make authorized distributions, including exercising the power to borrow or raise monies from any lender, upon such terms and conditions as are necessary to settle such transactions or distributions;

Section 3.07 To keep such portion of the Trust Fund uninvested in cash or cash balances as the Trustee may, from time to time, deem to be in the best interests of the Plan, without liability for interest thereon;

Section 3.08 To accept and retain for such time as the Trustee may deem advisable any securities or other property received or acquired as Trustee hereunder, whether or not such securities or other property would normally be purchased as investments hereunder;

Section 3.09 To make, execute, acknowledge, and deliver any and all documents of transfer and conveyance and any and all other instruments that may be necessary or appropriate to carry out the powers herein granted;

Section 3.10 To settle, compromise, or submit to arbitration any claims, debts, or damages due or owing to or from the Trust Fund, to commence or defend suits or legal or administrative proceedings, and to represent the Plan and/or Trust Fund in all suits and legal and administrative proceedings;

Section 3.11 To invest in Treasury Bills and other forms of United States government obligations;

Section 3.12 To deposit cash in accounts in the banking department of the Trustee or an affiliated banking organization;

Section 3.13 To deposit monies in federally insured savings accounts or certificates of deposit in banks or savings and loan associations;

Section 3.14 To invest and reinvest all or any portion of the Trust Fund collectively with funds of other retirement plan trusts exempt from tax under Code section 501(a), including, without limitation, the power to invest collectively with such other funds through the medium of one or more common, collective or commingled trust funds which have been or may hereafter be operated by the Trustee, the instrument or instruments establishing such trust fund or funds, as amended from time to time, being made part of this Trust so long as any portion of the Trust Fund shall be invested through the medium thereof;

Section 3.15 To sell, either at public or private sale, option to sell, mortgage, lease for a term

of years less than or continuing beyond the possible date of the termination of the Trust created hereunder, partition or exchange any real property which may from time to time constitute a portion of the Trust Fund, for such prices and upon such terms as it may deem best, and to make, execute and deliver to the purchasers thereof good and sufficient deeds of conveyance therefor and all assignments, transfers and other legal instruments, either necessary or convenient for the passing of the title and ownership thereof to the purchaser, free and discharged of all trusts and without liability on the part of such purchasers to see to the proper application of the purchase price;

Section 3.16 To repair, alter, improve or demolish any buildings which may be on any real estate forming part of the Trust Fund or to erect entirely new structures thereon;

Section 3.17 To renew, extend or participate in the renewal or extension of any mortgage, upon such terms as may be deemed advisable, and to agree to a reduction in the rate of interest on any mortgage or to any other modification or change in the terms of any mortgage or of any guarantee pertaining thereto, in any manner and to any extent that may be deemed advisable for the protection of the Trust Fund or the preservation of the value of the investment; to waive any default, whether in the performance of any covenant or condition of any mortgage or in the performance of any guarantee, or to enforce any such default in such manner and to such extent as may be deemed advisable; to exercise and enforce any and all rights of foreclosure, to bid on property in foreclosure, to take a deed in lieu of foreclosure with or without paying a consideration therefor, and in connection therewith to release the obligation on the bond or note secured by the mortgage; and to exercise and enforce in any action, suit or proceeding at law or in equity any rights or remedies in respect to any mortgage or guarantee;

Section 3.18 To purchase any authorized investment at a premium or at a discount;

Section 3.19 To purchase any annuity contract; and

Section 3.20 To do all such acts and exercise all such rights and privileges, although not specifically mentioned herein, as the Trustee may deem necessary to carry out the purposes of the Plan.

ARTICLE IV OTHER INVESTMENT POWERS

Section 4.01 Requirement for Preapproval. The powers granted the Trustee under Article III shall be exercised by the Trustee upon the written direction from the Investment Fiduciary pursuant to Article V and VI. Any written direction of the Investment Fiduciary may be of a continuing nature, but may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall comply with any direction as promptly as possible, provided it does not contravene the terms of the Plan or the provision of any applicable law. The Investment Fiduciary, by written direction, may require the Trustee to obtain written approval of the Investment Fiduciary before exercising such of its powers as may be specified in such direction. Any such direction may be of a continuing nature or otherwise and may be revoked in writing by the Investment Fiduciary at any time. The Trustee shall not be responsible for any loss that may result from the failure or refusal of the Investment Fiduciary to give any such required direction or approval.

Section 4.02 Prohibited Transactions. The Trustee shall not engage in any prohibited transaction within the meaning of the Code and ERISA.

Section 4.03 Legal Actions. The Trustee is authorized to execute all necessary receipts and releases and shall be under the duty to make efforts to collect such sums as may appear to be due (except contributions hereunder); provided, however, that the Trustee shall not be required to institute suit or maintain any litigation to collect the proceeds of any asset unless it has been indemnified to its satisfaction for counsel fees, costs, disbursements and all other expenses and liabilities to which it may in its judgment be subjected by such action. Notwithstanding anything to the contrary herein contained, the Trustee is authorized to compromise and adjust claims arising out of any asset held in the Trust Fund upon such terms and conditions as the Trustee may deem just, and the action so taken by the Trustee shall be binding and conclusive upon all persons interested in the Trust Fund.

Section 4.04 Retention of Advisors. The Trustee, with the consent of the Investment Fiduciary, may retain the services of investment advisors to invest and reinvest the assets of the Trust Fund, as well as employ such legal, actuarial, medical, accounting, clerical and other assistance as may be required in

carrying out the provisions of the Plan. The Trustee may also appoint custodians, subcustodians or subtrustees as to part or all of the Trust Fund.

ARTICLE V INSTRUCTIONS

Section 5.01 Reliance on Instructions. Whenever the Trustee is permitted or required to act upon the directions or instructions of the Investment Fiduciary, Plan Administrator or Employer, the Trustee shall be entitled to act in good faith upon any written communication signed by any person or agent designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. Such person or agent shall be so designated either under the provisions of the Plan or in writing by the Employer and their authority shall continue until revoked in writing. The Trustee shall incur no liability for failure to act in good faith on such person's or agent's instructions or orders without written communication, and the Trustee shall be fully protected in all actions taken in good faith in reliance upon any instructions, directions, certifications and communications believed to be genuine and to have been signed or communicated by the proper person.

Section 5.02 Designation of Agent.

(1) Employer. The Employer shall notify the Trustee in writing as to the appointment, removal or resignation of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer. After such notification, the Trustee shall be fully protected in acting in good faith upon the directions of, or dealing with, any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer until it receives notice to the contrary. The Trustee shall have no duty to inquire into the qualifications of any person designated to act as or on behalf of the Investment Fiduciary, Plan Administrator or Employer.

(2) Trustee. If there is more than one Trustee, the Trustees may designate one or more of the Trustees to act on behalf of the Trustees. Such designated Trustee shall be authorized to take any and all actions and execute and deliver such documents as may be necessary or appropriate.

Section 5.03 Procedures. The Trustee may adopt such rules and procedures as it deems necessary, desirable, or appropriate including, but not limited to: (a) taking action with or without formal meetings; and (b) in the event that there is more than one Trustee, a procedure specifying whether action may be taken by a less than unanimous vote.

Section 5.04 Payment of Benefits. The Trustee shall pay benefits and expenses from the Trust Fund only upon the written direction of the Plan Administrator. The Trustee shall be fully entitled to rely in good faith on such directions furnished by the Plan Administrator, and shall be under no duty to ascertain whether the directions are in accordance with the provisions of the Plan.

ARTICLE VI INVESTMENT OF THE FUND

Section 6.01 Investment Funds. The Investment Fiduciary shall have the exclusive authority and discretion to select the investment funds available for investment under the Plan ("Investment Funds"). In making such selection, the Investment Fiduciary shall use the care, skill, prudence and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims. Subject to the first sentence of Section 6.02, the available investments under the Plan shall be sufficiently diversified so as to minimize the risk of large losses, unless under the circumstances it is clearly prudent not to do so. The Investment Fiduciary shall notify the Trustee in writing of the selection of the Investment Funds currently available for investment under the Plan, and any changes thereto.

Section 6.02 Participant Self-Direction. To the extent permitted by the Plan Administrator, each Participant shall have the right, in accordance with the provisions of the Plan, to direct the investment by the Trustee of all amounts allocated to the separate accounts of the Participant under the Plan among any one or more of the available Investment Funds; provided that during any transition period as may be determined by the Investment Fiduciary, the Investment Fiduciary may direct the investment by the Trustee into the Investment Funds available during such period with respect to which

individual Participant's directions shall not have been made or shall not have been permitted to be made under the Plan. All investment directions by Participants shall be timely furnished to the Trustee by the Plan Administrator, except to the extent such directions are transmitted telephonically or otherwise by Participants directly to the Trustee or its delegate in accordance with rules and procedures established and approved by the Plan Administrator and communicated to the Trustee. In making any investment of the assets of the Trust Fund, the Trustee shall be fully entitled to rely on such directions furnished to it by the Plan Administrator or by Participants in accordance with the Plan Administrator's approved rules and procedures, and shall be under no duty to make any inquiry or investigation with respect thereto. If the Trustee receives any contribution under the Plan that is not accompanied by instructions directing its investment, the Trustee shall notify the Plan Administrator of that fact, and the Trustee may, in its discretion, hold all or a portion of the contribution uninvested without liability for loss of income or appreciation pending receipt of proper investment directions.

Section 6.03 Investment Managers.

(1) Appointment of Investment Managers. The Investment Fiduciary may appoint one or more investment managers as described in section 3(38) of ERISA ("Investment Managers") with respect to some or all of the assets of the Trust Fund as contemplated by section 402(c)(3) of ERISA. Any such Investment Manager shall acknowledge to the Investment Fiduciary in writing that it accepts such appointment and that it is an ERISA fiduciary with respect to the Plan and the Trust Fund. The Investment Fiduciary shall provide the Trustee with a copy of the written agreement (and any amendments thereto) between the Investment Fiduciary and the Investment Manager. By notifying the Trustee of the appointment of an Investment Manager, the Investment Fiduciary shall be deemed to certify that such Investment Manager meets the requirements of section 3(38) of ERISA. The authority of the Investment Manager shall continue until the Investment Fiduciary rescinds the appointment or the Investment Manager has resigned.

(2) Separation of Duties. The assets with respect to which a particular Investment Manager has been appointed shall be specified by the Investment Fiduciary and shall be segregated in a separate account for the Investment Manager (the "Separate Account") and the Investment Manager shall have the power to direct the Trustee in every aspect of the investment of the assets of the Separate Account. The Trustee shall not be liable for the acts or omissions of an Investment Manager and shall have no liability or responsibility for acting pursuant to the direction of, or failing to act in the absence of, any direction from an Investment Manager, unless the Trustee knows that by such action or failure to act it would be itself committing a breach of fiduciary duty or participating in a breach of fiduciary duty by such Investment Manager, it being the intention of the parties that each party shall have the full protection of section 405(d) of ERISA.

Section 6.04 Proxies.

(1) Delivery of Information. The Trustee shall deliver, or cause to be delivered, to the Employer or Plan Administrator all notices, prospectuses, financial statements, proxies and proxy soliciting materials received by the Trustee relating to securities held by the Trust or, if applicable, deliver these materials to the appropriate Participant or the Beneficiary of a deceased Participant.

(2) Voting. The Trustee shall not vote any securities held by the Trust except in accordance with the written instructions of the Employer, the Investment Fiduciary, or if otherwise permitted in the Plan, the Participant or the Beneficiary of the Participant, if the Participant is deceased. However, the Trustee may, in the absence of instructions, vote "present" for the sole purpose of allowing such shares to be counted for establishment of a quorum at a shareholders' meeting. The Trustee shall have no duty to solicit instructions from Participants, Beneficiaries, the Investment Fiduciary or the Employer.

(3) Investment Manager. To the extent not delegated to Participants pursuant to subsection (2), the Investment Manager shall be responsible for making any proxy voting or tender offer decisions with respect to securities held in the Separate Account and the Investment Manager shall maintain a record of the reasons for the manner in which it voted proxies or responded to tender offers.

ARTICLE VII
COMPENSATION AND INDEMNIFICATION

Section 7.01 Compensation. The Trustee shall be entitled to reasonable compensation for its services as is mutually agreed upon with the Employer; provided that such compensation does not result in a prohibited transaction within the meaning of the Code and ERISA. If the Trustee and the Employer mutually agree that the Trustee may retain as additional compensation for its services any earnings resulting from the anticipated short-term investment of funds ("float") on Plan assets deposited in or transferred to a Trustee general or omnibus account, then the Trustee shall be authorized to retain such float; provided, that such agreement: (i) discloses the specific circumstances under which float will be earned and retained, (ii) in the case of float on distributions, discloses when the float period commences and ends, and (iii) discloses the rate of the float or the specific manner in which such rate will be determined. If approved by the Plan Administrator, the Trustee shall also be entitled to reimbursement for all direct expenses properly and actually incurred on behalf of the Plan. Such compensation or reimbursement shall be paid to the Trustee out of the Trust Fund unless paid directly by the Employer.

Section 7.02 Indemnification. The Employer shall indemnify and hold harmless the Trustee (and its delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by the Trustee in connection with its duties hereunder to the extent not covered by insurance, except when the same is due to the Trustee's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under the Plan or ERISA.

ARTICLE VIII
RESIGNATION AND REMOVAL

Section 8.01 Resignation. The Trustee may resign at any time by written notice to the Plan Administrator which shall be effective 60 days after delivery unless prior thereto a successor Trustee assumes the responsibilities of Trustee hereunder.

Section 8.02 Removal. The Trustee may be removed by the Employer at any time.

Section 8.03 Successor Trustee. The appointment of a successor Trustee hereunder shall be accomplished by and shall take effect upon the delivery to the resigning or removed Trustee, as the case may be, of written notice of the Employer appointing such successor Trustee, and an acceptance in writing of the office of successor Trustee hereunder executed by the successor so appointed. Any successor Trustee may be either a corporation authorized and empowered to exercise trust powers or one or more individuals. All of the provisions set forth herein with respect to the Trustee shall relate to each successor Trustee so appointed with the same force and effect as if such successor Trustee had been originally named herein as the Trustee hereunder. If within 45 days after notice of resignation shall have been given under the provisions of this Article a successor Trustee shall not have been appointed, the resigning Trustee or the Employer may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

Section 8.04 Transfer of Trust Fund. Upon the appointment of a successor Trustee, the resigning or removed Trustee shall transfer and deliver the Trust Fund to such successor Trustee, after reserving such reasonable amount as it shall deem necessary to provide for its expenses in the settlement of its account, the amount of any compensation due to it and any sums chargeable against the Trust Fund for which it may be liable. If the sums so reserved are not sufficient for such purposes, the resigning or removed Trustee shall be entitled to reimbursement for any deficiency from the Employer.

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IN WITNESS WHEREOF, the parties have caused this Trust to be executed this ____ day of _____, 2021.

CITY OF PRYOR CREEK:

Signature: _____

Print Name: _____

Title/Position: _____

TRUSTEE:

Larry Lees

Beasley & Company

BASIC PLAN DOCUMENT #457B

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BEASLEY & COMPANY

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ARTICLE 1 INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to provide deferred compensation for Eligible Employees of the Company. This Plan is intended to constitute an "eligible deferred compensation plan" within the meaning of Code section 457(b) and, if the Plan is not a Governmental Plan, a top hat plan within the meaning of ERISA sections 201(2), 301(a)(3) and 401(a)(1). The provisions of this Plan are intended to comply with requirements of Code section 457 in form and operation and shall be interpreted in a manner consistent with such Code section and regulations or guidance promulgated pursuant thereto.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Company on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Company whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2 DEFINITIONS

"Account" means the book entry account maintained with respect to each Participant pursuant to Article 5.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Beneficiary" means the person or persons designated by the Participant to receive distributions from the Participant's Account after the Participant's death. Upon enrollment, the Participant shall designate a Beneficiary to receive distributions from the Participant's Account in the event of the Participant's death. A Participant may change his or her designated Beneficiary at any time. A Participant may designate any person or persons as Beneficiaries. Unless otherwise provided in the Beneficiary designation form, each designated Beneficiary shall be entitled to equal shares of the benefits payable after the Participant's death. If the Participant fails to designate a Beneficiary, or if no designated Beneficiary survives the Participant for a period of fifteen (15) days, then the Participant's surviving spouse shall be the Beneficiary. If the Participant has no surviving spouse, or if the surviving spouse does not survive the Participant for a period of fifteen (15) days, then the estate of the Participant shall be the Beneficiary.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Compensation" shall have the meaning set forth in the Adoption Agreement. Compensation for an independent contractor shall include payment by the Company to the independent contractor. Effective for Plan Years beginning after December 31, 2008, Compensation shall include differential wage payments (as defined in Code section 3401(h)(2)) pursuant to Code section 414(u)(12), Notice 2010-5 and any superseding guidance.

"Deferral" means, the amount of Compensation deferred, whether by salary reduction or by employer contribution. The amount of Compensation deferred under the Plan is taken into account as an annual deferral in the taxable year of the Participant in which deferred, or, if later, the year in which the amount of Compensation deferred is no longer subject to a substantial risk of forfeiture. The term "Deferral" shall not include transfers and rollovers from another plan described in Article 5. To the extent provided in the Adoption Agreement, a Participant may also defer accumulated sick pay, accumulated vacation pay, and back pay.

If the amount of Compensation deferred under the Plan during a taxable year is not subject to a substantial risk of forfeiture, the amount taken into account as an annual deferral is not adjusted to reflect gain or loss allocable to the compensation deferred. If, however, the amount of Compensation deferred under the Plan during the taxable year is subject to a substantial risk of forfeiture, the amount of Compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the Compensation deferred until the substantial risk of forfeiture lapses.

"Deferral Agreement" means the agreement between an Employer and a Participant, including any amendments thereto, which specifies the amount of Deferrals to be made by the Employee. Each Deferral Agreement or amendment thereto shall be made or confirmed in writing under procedures established by the Plan Administrator.

"Effective Date" shall have the meaning set forth in the Adoption Agreement.

"Eligible Deferred Compensation Plan" means a plan maintained by any employer that constitutes an "eligible deferred compensation plan" within the meaning of Code section 457 and that has at all relevant times included the deferral limitations set forth in section 457(b).

"Eligible Employee" means any Employee employed by or performing services for the Company, subject

to the modifications and exclusions described in the Adoption Agreement. If the Plan is not a Governmental Plan, it is intended that participation in the Plan be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the Employee Retirement Income Security Act. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Company is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by the Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade or business shall not become eligible to participate in the Plan until the Plan Sponsor specifically authorizes such participation.

"Employee" means (i) any individual who is employed by the Employer and (ii) any independent contractor who performs services for the Employer within the meaning of Treas. Reg. 1.457-(2)(e). Effective for Plan Years beginning after December 31, 2008, a Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as an Employee of the Employer making the payment pursuant to Code section 414(u)(12), Notice 2010-5 and any superseding guidance.

"Employer" means the Company or any other employer required to be aggregated with the Company under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above. An Employer is limited to an entity that is a State or a Tax-Exempt Entity. The term "Employer" does not include a church as defined in Code section 3121(w)(3)(A), a qualified church-controlled organization as defined in Code section 3121(w)(3)(B), or the Federal government or any agency or instrumentality thereof.

"ERISA" means the Employee Retirement Income Security Act of 1974, all amendments thereto and all federal regulations promulgated pursuant thereto.

"Governmental Plan" means a Plan maintained by a State. The Plan shall be considered to be a Governmental Plan only to the extent provided in the Adoption Agreement.

"Includible Compensation" means, with respect to the taxable year, the Participant's compensation, as defined in Code section 415(c)(3). Includible Compensation shall be determined without regard to any community property laws.

"Normal Retirement Age" shall have the meaning set forth in the Adoption Agreement. For purposes of the special Code section 457 catch-up in Section 5.02(c), an entity sponsoring more than one eligible plan may not permit a Participant to have more than one Normal Retirement Age under the eligible plans it sponsors.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

"Plan Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 7.01.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the 12-consecutive month period described in the Adoption Agreement.

"Pre-tax Deferral" means Deferrals that are not includible in the Participant's gross income at the time deferred.

"Pre-tax Deferral Account" means so much of a Participant's Account as consists of a Participant's Pre-Tax Deferrals (and corresponding earnings) made to the Plan.

"Required Beginning Date" means April 1st of the calendar year following the calendar year of a Participant's attainment of age 70-1/2 or Termination, whichever is later.

"Roth Deferral" means an Deferral that is: (a) designated irrevocably by the Participant at the time of the cash or deferred election as a Roth Deferral that is being made in lieu of all or a portion of the Pre-tax Deferrals the Participant is otherwise eligible to make under the Plan; and (b) treated by the Company as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a cash or deferred election. Except as otherwise provided, Roth Deferrals shall be subject to the same conditions and limitations as apply to Deferrals.

"Roth Deferral Account" means so much of a Participant's Account as consists of a Participant's Roth Deferrals (and corresponding earnings) made to the Plan. The Plan will maintain a record of the amount of Roth Deferrals in each Participant's Roth Deferral Account.

"State" means a state (treating the District of Columbia as a state as provided under Code section 7701(a)(10)), a political subdivision of a state, and any agency or instrumentality of a state.

"Tax-Exempt Entity" means includes any organization exempt from tax under subtitle A of the Internal Revenue Code, except that a governmental unit (including an international governmental organization) is not a tax-exempt entity.

"Termination" and "Termination of Employment" means:

- (a) Employee. The cessation of an Employee's active employment with an Employer.
- (b) Independent Contractor. An independent contractor is considered to have a Termination upon the expiration of the contract (or in the case of more than one contract, all contracts) under which services are performed if the expiration constitutes a good-faith and complete termination of the contractual relationship.

"Trust Agreement" means in the case of a Governmental Plan, the written agreement (or declaration) made by and between the Employer and the Trustee under which the Trust Fund is maintained.

"Trust Fund" means in the case of a Governmental Plan, the trust fund or custodial account (to the extent permitted under Code section 457(g) and Treas. Reg. section 1.457-8) created under and subject to the Trust Agreement.

"Trustee" means in the case of a Governmental Plan, the trustee or custodian duly appointed and currently serving under the Trust Agreement. In the case of a Plan maintained by a Tax-Exempt Entity, the trustee duly appointed and currently serving under the grantor trust.

"Valuation Date" shall have the meaning set forth in the Adoption Agreement.

ARTICLE 3 PARTICIPATION

Section 3.01 PARTICIPATION

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan immediately prior to the Effective Date shall be a Participant eligible to participate in the Plan pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan prior to the Effective Date shall become a Participant eligible to participate pursuant to Article 4 on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date.

Section 3.02 TRANSFERS/TERMINATIONS

If a change in job classification, Termination or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Articles 4 and 5 (or shall not become eligible to become a Participant) as of the first day of the month immediately succeeding such change of job classification or transfer; or in the case of a Termination, the effective date of the Termination. Should such Employee again qualify as an Eligible Employee or if an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he shall become a Participant on the first day of the month following the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.03 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections. The Plan Administrator may impose other limitations and/or conditions with respect to participation in the Plan on Eligible Employees who commence or recommence participation in the Plan pursuant to Section 3.02.

ARTICLE 4 ELECTIONS

Section 4.01 DEFERRAL ELECTIONS

This Section shall apply only to the extent that the Adoption Agreement permits Participant Deferrals.

(a) Compensation. A Deferral Agreement shall become effective no earlier than the later of the Effective Date or first day of the calendar month following the month in which the agreement is made. A new Employee may defer Compensation payable in the calendar month during which the Participant first becomes an Employee if an agreement providing for the Deferral is entered into on or before the first day on which the Participant performs services for the Employer.

(b) Roth Deferrals. If the Plan is a Governmental Plan and to the extent provided in the Adoption Agreement, Participants shall be eligible to irrevocably designate some or all of their Deferrals as either Pre-tax Deferrals or Roth Deferrals. All elections shall be subject to the same election procedures, limits on modifications and other terms and conditions on elections as specified in the Plan. If Roth Deferrals are not permitted, all Deferrals shall be designated as Pre-tax Deferrals.

(c) Sick, Vacation and Back Pay. To the extent provided in the Adoption Agreement, a Participant may also defer accumulated sick pay, accumulated vacation pay, and back pay. Such elections may be deferred for any calendar month only if an agreement providing for the Deferral is entered into before the beginning of the month in which the amounts would otherwise be paid or made available and the Participant is an Employee on the date the amounts would otherwise be paid or made available. For purposes of section 457, Compensation that would otherwise be paid for a payroll period that begins before severance from employment is treated as an amount that would otherwise be paid or made available before an Employee has a severance from employment.

Section 4.02 ELECTION PROCEDURES

Each Participant may execute elections pursuant to this Article 4 in the form and manner prescribed by the Plan Administrator. The Plan Administrator shall provide each Participant with the forms necessary to make such elections. Notwithstanding the foregoing, a Participant shall be eligible to make elections only to the extent such elections are permitted in the Adoption Agreement and relate to contributions and/or benefits for which the Participant has met the eligibility requirements of Article 3. The Adoption Agreement may provide additional conditions and/or limitations on Participant elections.

ARTICLE 5 ACCOUNTS/BENEFITS

Section 5.01 ESTABLISHMENT OF ACCOUNTS

(a) Accounts. The Plan Administrator shall establish and maintain a book entry account on behalf of each Participant to the extent necessary to account for benefits provided hereunder. Each such book entry account shall reflect the aggregate of Participant and/or Company contributions and investment experience attributable to each such book entry account based upon the investment experience/plan expenses described in Section 5.05 below. Each book entry account shall also reflect any reductions due to expense charges applied to, and distributions made from, each such account. If the Plan is not a Governmental Plan, such account(s) shall be simply an unsecured claim against the general assets of the Company and a Participant shall have no interest in such account, which is established merely as an accounting convenience. For purposes of this Subsection, "Participant" shall mean an Eligible Employee who has met the eligibility requirements of Article 3.

(b) Employer Contributions. To the extent provided in the Adoption Agreement, the Company may, in its sole discretion, make additional credits to the Account of any Participant either as matching or other non-elective contributions. Except as otherwise provided, any such additional credits shall be treated as Deferrals for all purposes of the Plan. Deferrals may be made for former Employees with respect to compensation described in § 1.415(c)-2(e)(3)(ii) (relating to certain compensation paid within 2-1/2 months following severance from employment), compensation described in § 1.415(c)-2(g)(4) (relating to compensation paid to Participants who are permanently and totally disabled), and compensation relating to qualified military service under section 414(u).

(c) Contribution to Trust Fund. If the Plan is a Governmental Plan, Deferrals by the Participant under the Plan shall be transferred to the Trust Fund within a period that is not longer than is reasonable for the proper administration of the Participant's Account. For this purpose, Deferrals shall be treated as contributed within a period that is not longer than is reasonable for the proper administration if the contribution is made to the Trust Fund within 15 business days following the end of the month in which the amount would otherwise have been paid to the Participant. Effective as provided in Internal Revenue Service Revenue Ruling 2011-1 (as modified by Revenue Service Notice 2012-6 and any superseding guidance), to the extent that the Plan's trust is a part of any group trust (within the meaning of Internal Revenue Service Revenue Rulings 81-100 and 2011-1), such group trust may invest in the accounts and plans described in Internal Revenue Service Revenue Ruling 2011-1; provided, that requirements of such ruling and superseding guidance are met.

(d) USERRA. An Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) may elect to make additional Deferrals and receive allocations of Company contributions, if any, upon resumption of employment with the Employer equal to the maximum Deferrals that the Employee could have elected during that period (or received if Company contributions) if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Deferrals, if any, actually made for the Employee during the period of the interruption or leave. This right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

Section 5.02 LIMITATIONS

(a) General Limitation. Except as provided in Subsection (b) and (c), a Participant's Deferrals for a taxable year shall not exceed the lesser of:

- (1) \$15,000 (or such greater dollar limit as may be in effect under Code section 457(e)); or
- (2) One hundred percent (100%) of the Participant's Includible Compensation for the calendar year.

(b) Age 50 Catch-Up. If the Plan is a Governmental Plan, a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Deferrals pursuant to Code section 414(v), up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up Deferrals for a year is \$5,000, adjusted for cost-of-living after 2006 to the extent provided under the Code. The Age 50 Catch-up described in this Subsection does not apply for any taxable year for which a higher limitation applies under the special Code section 457 catch-up under Section 5.02(c).

(c) Catch-up Limitation. If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Subsection (c) exceeds the amount computed under Subsection (a) and if a Governmental Plan Subsection (b), then the annual Deferral limit under this Section 5.02 shall be the lesser of:

(1) An amount equal to 2 times the Subsection (a)(1) applicable dollar amount for such year;
or

(2) The sum of:

(A) An amount equal to (x) the aggregate Subsection (a) limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Eligible Employee under the Plan, minus (y) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(B) An amount equal to (x) the aggregate limit referred to in Code section 457(b)(2) for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Eligible Employee, minus (y) the aggregate contributions to Pre-2002 Coordination Plans for such years.

The amounts under this Subsection 5.02(c) shall be determined in accordance with Treas. Reg. section 1.457-4(c)(3).

(d) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 5.02. For this purpose, the Plan Administrator shall take into account any other such eligible plan maintained by the Employer and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(e) Pre-Participation Years. In applying Subsection (c), a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the basic annual limitation described in Subsection (a) or any other plan ceiling required by section 457(b) of the Code.

(f) Pre-2002 Coordination Plans. For purposes of Subsection (c)(2)(B)(y), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of Subsection (c)(2)(B)(y) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(g) Disregard Excess Deferral. For purposes of Subsections (a), (b) and (c), an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess Deferrals under the Plan are distributed, as described in Subsection (h). To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess Deferral for those prior years.

(h) Correction of Excess Deferrals. If the annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above, or the annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under Code section 457(b) for which the Participant provides information that is accepted by the Plan Administrator, then the annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant as soon as administratively feasible. If the annual Deferral made on behalf of a Participant for any calendar year exceeds the limitations described above and the Plan is not a Governmental Plan the excess (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant no later than April 15 of the subsequent taxable year. If the vesting of a Participant's Account pursuant to Section 5.06 may cause the limitations of this Section to be exceeded, the Plan Administrator may elect to defer such vesting and/or refund or reduce Deferrals.

Section 5.03 TRANSFERS

This Section shall apply to the extent that the Adoption Agreement permits transfers from Eligible Deferred Compensation Plans. At the direction of the Company, the Plan Administrator may accept a transfer of assets to the Plan as provided in this Section. Such a transfer is permitted only if the other plan provides for such direct transfer. The Plan Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Plan Administrator and may require such documentation from the other plan as it deems necessary to effectuate the transfer. A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).

Section 5.04 GOVERNMENTAL PLAN ROLLOVERS

This Section shall apply only to the extent that the Plan is a Governmental Plan and the Adoption Agreement permits rollovers.

(a) In General. A Participant (or in the discretion of the Plan Administrator an Eligible Employee) who is an Employee and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B).

To the extent permitted by the Plan Administrator, to the extent the Plan permits Roth Deferrals and to the extent permitted by Code section 402A(c), Notice 2010-84 and any superseding guidance, a distribution from the Plan other than from a designated Roth Account that is an eligible rollover distribution (as defined in Code section 408A(e)) may be rolled over to a designated Roth Account maintained under this Plan for the benefit of the individual to whom the distribution is made.

(b) Eligible Rollover Distribution.

(1) For purposes of Subsection (a), an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, except that an eligible rollover distribution does not include (A) any installment payment for a period of 10 years or more, (B) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee,

or (C) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9).

(2) In addition, an eligible retirement plan means an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), a qualified trust described in Code section 401(a), an annuity plan described in Code section 403(a) or 403(b), or an eligible governmental plan described in Code section 457(b), that accepts the eligible rollover distribution.

(3) If the Plan permits Roth Deferrals, the Plan may accept a rollover contribution to a Roth Deferral Account only if it is a direct rollover from another Roth deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

(c) Separate Accounting. The Plan shall establish and maintain for the Participant a separate Account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code section 457(b). In addition, the Plan shall establish and maintain for the Participant a separate Account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is an eligible governmental plan under Code section 457(b).

Section 5.05 EARNINGS/EXPENSES

(a) Earnings. A Participant's Accounts shall be credited with earnings in the manner specified in the Adoption Agreement. The Plan Administrator shall credit investment experience to each Participant's Account as of each Valuation Date specified in the Adoption Agreement. Except as provided in Subsection (c), if the Adoption Agreement provides for predetermined investments, such investments are to be used for measurement purposes only and there is no obligation for the Plan Administrator or Company to set aside, fund or actually purchase any investments.

(b) Expenses. The expenses of administering the Plan, including (i) expenses incurred by the Plan Administrator in the administration of the Plan, (ii) fees and expenses approved by the Plan Administrator for investment advisory, custodial, recordkeeping, and other plan administration and communication services, and (iii) any other expenses or charges allocable to the Plan that have been approved by the Plan Administrator may be charged, at the discretion of the Plan Administrator, to Participants' Account balances. If amounts are deposited into an account or trust owned by the Employer, brokerage fees, transfer taxes, and any other costs incident to the purchase or sale of securities or other investments shall be deemed to be part of the cost of such securities or investments or deducted in computing the sales proceeds therefrom and shall be accounted for accordingly.

(c) Governmental Plan. If the Plan is a Governmental Plan, the earnings/losses shall be determined with respect to the Participant's allocable share of the earnings and losses of the Trust Fund.

Section 5.06 VESTING

(a) A Participant shall have a fully vested and nonforfeitable interest in his Accounts relating to Participant contributions.

(b) Subject to the provisions of Section 5.02(h), the Participant's interest in his Accounts relating to Company contributions shall vest based on his years of vesting service in accordance with the terms of the Adoption Agreement.

For purposes of the Adoption Agreement, "3-7 Year Graded", "2-6 Year Graded", "1-5 Year Graded", "1-4 Year Graded", "5 Year Cliff", "3 Year Cliff" and "2 Year Cliff" shall be determined in accordance with the following schedules:

	Years of Vesting Service	Vesting Percentage
"3-7 Year Graded":	Less than Three Years	0%
	Three Years but less than Four Years	20%
	Four Years but less than Five Years	40%
	Five Years but less than Six Years	60%
	Six Years but less than Seven Years	80%
	Seven or More Years	100%
"2-6 Year Graded":	Less than Two Years	0%
	Two Years but less than Three Years	20%
	Three Years but less than Four Years	40%
	Four Years but less than Five Years	60%
	Five Years but less than Six Years	80%
	Six or More Years	100%
"1-5 Year Graded":	Less than One Year	0%
	One Year but less than Two Years	20%
	Two Years but less than Three Years	40%
	Three Years but less than Four Years	60%
	Four Years but less than Five Years	80%
	Five or More Years	100%
"1-4 Year Graded":	Less than One Year	0%
	One Year but less than Two Years	25%
	Two Year but less than Three Years	50%
	Three Years but less than Four Years	75%
	Four or More Years	100%
"5 Year Cliff":	Less than Five Years	0%
	Five or More Years	100%
"3 Year Cliff":	Less than Three Years	0%
	Three or More Years	100%
"2 Year Cliff":	Less than Two Years	0%
	Two or More Years	100%

In addition, the Adoption Agreement may provide that a Participant will become fully (100%) vested upon: (i) his attainment of Normal Retirement Age while an Employee, (ii) his death while an Employee, (iii) his suffering a disability while an Employee, or (iv) other event as specified in the Adoption Agreement.

(c) Special Forfeitures. Notwithstanding any provision to the contrary, a Participant shall also forfeit his or her Account pursuant to any special forfeiture provisions in the Adoption Agreement. Such special forfeiture provisions may include, without limitation, a provision requiring complete forfeiture of Participant's Account upon the occurrence of a specified event.

Section 5.07 FORFEITURES

(a) Non Governmental Plan. If the Plan is not a Governmental Plan, all forfeitures shall revert to the Company.

(b) Governmental Plan. If the Plan is a Governmental Plan, forfeitures shall be used to reduce Company contributions or to pay Plan expenses.

ARTICLE 6 DISTRIBUTIONS

Section 6.01 **TIME OF DISTRIBUTION**

(a) Non Governmental Plan. If the Plan is not a Governmental Plan and except as provided in Sections 6.03 and 6.04, benefits shall commence no earlier than the sixty-first (61st) day following: (i) the date of the Participant's Termination or, (ii) if earlier and so provided in the Adoption Agreement, the date the Participant attains age 70-1/2. Not later than sixty (60) days following the date the Participant becomes eligible to commence distributions, the Participant may elect a commencement date for all of the Participant's Account balance. A Participant's election of a benefit commencement date under this Section shall be irrevocable, provided, however, the Participant may, at least 30 days prior to such commencement date, elect a deferred commencement date as permitted under Code section 457(e)(9)(B). Any Participant who has made such a second election of a deferred commencement date may not thereafter revoke or modify that election. Benefits may not commence later than the date specified in the Adoption Agreement.

(b) Governmental Plan. If the Plan is a Governmental Plan and except as provided in Sections 6.03, 6.04 and 6.07, upon (i) Termination or (ii) if earlier and so provided in the Adoption Agreement, the date the Participant attains age 70-1/2, a Participant shall be entitled to receive a distribution of his or her Account under any form of distribution permitted under Section 6.02 commencing at the date elected by the Participant. Benefits may not commence later than the date specified in the Adoption Agreement.

(c) Participants Receiving Differential Wage Payments During Service in the Uniformed Service. A Participant receiving differential wage payments (as defined in Code section 3401(h)(2)) shall be treated as having Terminated from employment during any period of services described in Code section 3401(h)(2)(A). If a Participant elects to receive a distribution by reason of this paragraph, the Participant may not make a Participant Contribution during the 6-month period beginning on the date of distribution.

(d) Ordering Rule. The Plan Administrator shall determine the ordering rule for distributions; provided that such ordering rule is nondiscriminatory. Such ordering rule may provide that the Participant or Beneficiary may elect to have payments made first or last from his Roth Deferral Account and any other Account.

Section 6.02 **FORM OF DISTRIBUTION**

(a) In General. A Participant's benefit under the Plan may only be paid in the forms and medium specified in the Adoption Agreement and permitted under Code section 457 and regulations promulgated thereunder. No election of a distribution form under this Section may be made or changed after the commencement date for such distribution form. If an election is not made prior to the date benefits commence under Section 6.01, distributions shall be made in a single lump sum payment as soon as practicable thereafter.

(b) Limitations. No distribution option may be selected by a Participant or Beneficiary under this Article 6 unless it satisfies the requirements of Code sections 401(a)(9) and 457(d).

(c) Cash Outs. The Plan Administrator reserves the right to adopt guidelines under which Account balances below a specified level may be distributed in a lump sum upon Termination or at a deferred commencement date and to establish minimum amounts of installment payments.

Section 6.03 **SMALL DISTRIBUTIONS**

To the extent provided in the Adoption Agreement, the Plan Administrator reserves the right, subject to the limitations of Code section 457(e)(9)(A), to establish uniform guidelines under which all or a portion of a

Participant's Account balances may be distributed in a lump sum before the Participant's Termination, and either with or without the Participant's consent, provided that (i) the amount of the distribution does not exceed \$5,000 (or the dollar limit under Code section 411(a)(11), if greater), (ii) no Deferral has been credited to the Participant's Account in the preceding twenty-four (24) months, and (iii) no prior payment has been made to the Participant under this Section.

Section 6.04 UNFORESEEABLE EMERGENCIES

(a) In General. If the Participant has an unforeseeable emergency before retirement or other Termination, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined by the Plan Administrator to be permitted to be distributed under this Section.

(b) Unforeseeable Emergency Defined. An unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from:

- (1) an illness or accident of the Participant, the Participant's spouse, the Participant's Beneficiary, or the Participant's dependent (as defined in Code section 152 determined without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));
- (2) loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster);
- (3) the need to pay for the funeral expenses of the Participant's spouse, Beneficiary or dependent (as defined in Code section 152 determined without regard to Code section 152(b)(1), (b)(2) and (d)(1)(B));
- (4) or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant.

For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, the cost of prescription drug medication, and other similar situations, such as those described in Revenue Ruling 2010-27 (significant water damage from a water leak and funeral expenses for an adult child who is not a dependent; credit card debt is not considered unforeseeable), may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

(c) Unforeseeable Emergency Distribution Standard. A distribution on account of unforeseeable emergency may not be made to the extent that such emergency is or may be relieved through reimbursement or compensation from insurance or otherwise, by liquidation of the Participant's assets, to the extent the liquidation of such assets would not itself cause severe financial hardship, or by cessation of deferrals under the Plan.

(d) Distribution Necessary to Satisfy Emergency Need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

Section 6.05 DEATH

(a) In General. Payments to the Participant's Beneficiary shall be subject to the election procedures in Section 6.01 and shall be made in the time and form specified in the Adoption Agreement.

(b) Death Benefits Under USERRA. Effective January 1, 2007, if the Adoption Agreement specifies the Plan is a Governmental Plan, and a Participant dies while performing qualified military service (as defined in Code section 414(u)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan had the Participant resumed and then Terminated employment on account of death pursuant to Code section 401(a)(37), Notice 2010-5 and any superseding guidance. For example, this may include full vesting for death while an Employee under Section 5.06(b) if provided under the Adoption Agreement.

Section 6.06 WITHHOLDING

To the extent required by applicable law, income and other taxes shall be withheld from each payment, and payments shall be made reported to the appropriate governmental agency or agencies.

Section 6.07 DISTRIBUTIONS FROM ROLLOVER ACCOUNT

If the Plan is a Governmental Plan and a Participant has a separate Account attributable to rollover contributions to the Plan, the Participant may at any time elect to receive a distribution of all or any portion of the amount held in the rollover Account to the extent provided in the Adoption Agreement.

Section 6.08 TRANSFERS

This Section shall apply to the extent that the Adoption Agreement permits transfers to another Eligible Deferred Compensation Plan. At the direction of the Company, the Plan Administrator may transfer assets to the other Plan as provided in this Section. Such a transfer is permitted only if the other plan provides for such direct transfer. The Plan Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer. A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).

Section 6.09 DIRECT ROLLOVERS - GOVERNMENTAL PLANS

(a) In General. This Section shall only apply to a Governmental Plan. A Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the alternate payee under a domestic relations order, as defined in Code section 414(p)), or a non-spouse beneficiary who is entitled to an eligible rollover distribution may elect, at the time and in the manner prescribed by the Plan Administrator, to have all or any portion of the distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover. A non-spouse beneficiary must be a designated beneficiary within the meaning of Code section 401(a)(9)(E) and such direct rollovers shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance, including but not limited to the provision in Q&A-17 regarding required minimum distributions.

(b) Eligible Rollover Distribution. For purposes of this Section, an eligible rollover distribution means any distribution of all or any portion of a Participant's Account, except that an eligible rollover distribution does not include (1) any installment payment for a period of 10 years or more (2) any distribution made as a result of an unforeseeable emergency, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9). In addition, an eligible retirement plan means an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), a qualified trust described in Code section 401(a), an annuity plan described in Code section 403(a) or 403(b), an eligible governmental plan described in Code section 457(b), or a Roth IRA (subject to Code sections 408A(c)(3)(B) and 457(e)(16)) that accepts the eligible rollover distribution.

If any portion of an eligible rollover distribution is attributable to payments or distributions from a Roth Deferral Account, an eligible retirement plan shall only include another Roth deferral account under an applicable retirement plan described in Code section 402A(e)(1) or to a Roth IRA described in Code section 408A and only to the extent the rollover is permitted under the rules of Code section 402(c).

(c) **Mandatory Rollover.** In the event of a mandatory distribution greater than \$1,000 in accordance with the provisions of Sections 6.02 and 6.03, if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Plan Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Plan Administrator.

Section 6.10 SERVICE CREDIT TRANSFERS

(a) This Section shall only apply to a Governmental Plan. If permitted in the Adoption Agreement and a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in Code section 414(d)) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account transferred to the defined benefit governmental plan. A transfer under this Section may be made before the Participant has Terminated.

(b) A transfer may be made under Section only if the transfer is either for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under the receiving defined benefit governmental plan or a repayment to which Code section 415 does not apply by reason of Code section 415(k)(3).

Section 6.11 QUALIFIED HEALTH INSURANCE PREMIUMS FOR RETIRED PUBLIC SAFETY OFFICERS

If the Adoption Agreement specifies that the Plan is a Governmental Plan, the Plan Administrator may allow retired public safety officers to elect to have distributions used to pay for qualified health insurance premiums as provided in Code section 402(l). Such distributions shall be subject to the terms and conditions of IRS Notice 2007-7 and superseding guidance.

Section 6.12 DEATH OR DISABILITY DURING QUALIFIED MILITARY SERVICE

If provided in the Adoption Agreement, a Participant that dies or becomes disabled while performing qualified military service (as defined in Code section 414(u)) will be treated as if he had been employed by the Company on the day preceding death or disability and Terminated employment on the day of death or disability and receive benefit accruals related to the period of qualified military service as provided under Code section 414(u)(8), subject to paragraphs (a) and (b) below:

(a) All Participants eligible for benefits under the Plan by reason of this section shall be provided benefits on reasonably equivalent terms.

(b) For the purposes of applying Code section 414(u)(8)(C), a Participant's contributions shall be determined based on the Participant's average actual contributions for:

(1) the 12-month period of service with the Employer immediately prior to qualified military service, or

(2) if service with the Employer is less than such 12-month period, the actual length of continuous service with the employer.

Section 6.13 LOANS

(a) In General. If the Plan is a Governmental Plan and if the Adoption Agreement so provides, a Participant who is an Employee may apply for and receive a loan from his or her Account as provided in this Section. Any such loan may not be for an amount less than the minimum amount specified by the Administrator. If not specified by the Plan Administrator, the minimum loan amount shall be \$1,000.

(b) Maximum Loan Amount. No loan to a Participant hereunder may exceed the lesser of: (x) \$50,000, reduced by the greater of (i) the outstanding balance on any loan from the Plan to the Participant on the date the loan is made or (ii) the highest outstanding balance on loans from the Plan to the Participant during the one-year period ending on the day before the date the loan is approved by the Plan Administrator (not taking into account any payments made during such one-year period), or (y) one half of the value of the Participant's vested Account (as of the Valuation Date immediately preceding the date on which such loan is approved by the Plan Administrator). For purposes of this Subsection, any loan from any other plan maintained by a participating employer shall be treated as if it were a loan made from the Plan, and the Participant's vested interest under any such other plan shall be considered a vested interest under this Plan; provided, however, that the provisions of this Subsection shall not be applied so as to allow the amount of a loan under this Section to exceed the amount that would otherwise be permitted in the absence of this Subsection.

(c) Terms of Loan. The terms of the loan shall:

(1) require level amortization with payments not less frequently than quarterly throughout the repayment period, except that alternative arrangements for repayment may apply in the event that the borrower is on a bona fide unpaid leave of absence for a period not to exceed one year for leaves other than a qualified military leave within the meaning of Code section 414(u) or for the duration of a leave which is due to qualified military service;

(2) require that the loan be repaid within five years unless the Participant certifies in writing to the Plan Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as a principal residence of the Participant; and

(3) provide for interest at a rate equal to one percentage point above the prime rate as published in the *Wall Street Journal* on the first business day of the month in which the loan is approved by the Plan Administrator.

(d) Security for Loan; Default.

(1) Security. Any loan to a Participant under the Plan shall be secured by the pledge of the portion of the Participant's interest in the Plan invested in such loan.

(2) Default. In the event that a Participant fails to make a loan payment under this Section within 90 days after the date such payment is due, a default on the loan shall occur. In the event of such default, (i) all remaining payments on the loan shall be immediately due and payable, (ii) effective as of the first day of the calendar month next following the month in which any such loan default occurs, the interest rate for such loan shall be (if higher than the rate otherwise applicable) the rate being charged on loans from the Plan that are approved by the Plan Administrator in the month in which such default occurs, (iii) no contributions shall be made on such Participant's behalf prior to the first payroll period that follows by 12 calendar months the date of repayment in full of such loan, and (iv) the Participant shall be permanently ineligible for any future loans from the Plan. In the case of any default on a loan to a Participant, the Plan Administrator shall apply the portion of the Participant's interest in the Plan held as security for the loan in satisfaction of the loan on the date of Termination. In addition, the Plan Administrator shall take any legal action it shall consider necessary or appropriate to enforce collection of the unpaid loan, with the costs of any legal proceeding or collection to be charged to the Account of the Participant.

(e) Death. Notwithstanding anything elsewhere in the Plan to the contrary, in the event a loan is outstanding hereunder on the date of a Participant's death, his or her estate shall be his or her Beneficiary as to the portion of his or her interest in the Plan invested in such loan (with the Beneficiary or Beneficiaries as to the remainder of his or her interest in the Plan to be determined in accordance with otherwise applicable provisions of the Plan).

(f) Repayment. The Participant may be required, as a condition to receiving a loan, to enter into an irrevocable agreement authorizing the Employer to make payroll deductions from his or her Compensation as long as the Participant is an Employee and to transfer such payroll deduction amounts to the Trustee in payment of such loan plus interest. Repayments of a loan shall be made by payroll deduction of equal amounts (comprised of both principal and interest) from each paycheck, with the first such deduction to be made as soon as practicable after the loan funds are disbursed; provided however, that a Participant may prepay the entire outstanding balance of his loan at any time (but may not make a partial prepayment); and provided, further, that if any payroll deductions cannot be made in full because a Participant is on an unpaid leave of absence or is no longer employed by a participating employer (that has consented to make payroll deductions for this purpose) or the Participant's paycheck is insufficient for any other reason, the Participant shall pay directly to the Plan the full amount that would have been deducted from the Participant's paycheck, with such payment to be made by the last business day of the calendar month in which the amount would have been deducted.

Section 6.14 REFUNDS/INDEMNIFICATION

If the Plan Administrator determines that any person has directly or indirectly received excess payments under the Plan, the Plan Administrator shall notify such person and such person shall repay such excess amount as soon as possible, but in no event later than 30 days after the date of notification. A person receiving excess payments shall indemnify and reimburse the Company for any liability the Company may incur for making such payments. If a person fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset the person's salary or wages, and/or (ii) offset other benefits payable hereunder.

Section 6.15 CLAIMS PROCEDURE

(a) If the Adoption Agreement specifies that the Plan is a Governmental Plan, claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

(b) If the Adoption Agreement specifies that the Plan maintained by a tax-exempt entity, claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Company in conformance with ERISA section 503 and comply with the provisions below.

(1) Application for Benefits. A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall be in writing and shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

(2) Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days (45 days if the claim relates to a disability determination) after receipt of the claim. This period may be extended one time by the Plan for up to 90 days (30 additional days if the claim relates to a disability determination), provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial review period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If the claim relates to a disability determination,

the period for making the determination may be extended for up to an additional 30 days if the Plan Administrator notifies the Claimant prior to the expiration of the first 30-day extension period.

(3) **Content of Notice of Denied Claim.** If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

(4) **Appeals of Denied Claim.** If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day (180th day if the claim relates to a disability determination) after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall ordinarily rule on an appeal within 60 days (45 days if the claim relates to a disability determination). However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days (90 days if the claim relates to a disability determination) to rule on an appeal.

(5) **Denial of Appeal.** If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties.

(6) **Determinations of Disability.** If the claim relates to a disability determination, determinations of the Plan Administrator shall include the information required under applicable United States Department of Labor regulations.

Section 6.16 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to a minor and there is no legal guardian, payment may be made to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

Section 6.17 MISSING PAYEE

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

Section 6.18 2009 REQUIRED MINIMUM DISTRIBUTIONS

Notwithstanding other provisions of the Plan to the contrary; to the extent provided by the Adoption Agreement and by Code section 401(a)(9), IRS Notice 2009-82 and any superseding guidance, a participant or beneficiary who would have been required to receive 2009 RMDs or Extended 2009 RMDs will receive those distributions for 2009 unless the participant or beneficiary chooses not to receive such distributions. Participants and beneficiaries described in the preceding sentence will be given the opportunity to elect to stop receiving the distributions described in the preceding sentence.

(a) In addition, notwithstanding other provisions of the Plan to the contrary, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2009, as chosen above, will be treated as eligible rollover distributions.

(b) Definitions:

(1) "2009 RMDs" are required minimum distributions for 2009 but for the enactment of section 401(a)(9)(H) of the Code;

(2) "Extended 2009 RMDs" are one or more payments in a series of substantially equal distributions (that include the 2009 RMDs) made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancy) of the participant and the participant's designated beneficiary, or for a period of at least 10 years.

ARTICLE 7 PLAN ADMINISTRATION

Section 7.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA, and as such shall have total and complete discretionary power and authority:

- (i) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;
- (ii) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with Article 6;
- (iii) to determine the amount and manner of any allocations and/or benefit accruals hereunder;
- (iv) to maintain and preserve records relating to Participants, former Participants, and their Beneficiaries and alternate payees;
- (v) to prepare and furnish to Participants, Beneficiaries and alternate payees all information and notices required under applicable law or the provisions of this Plan;
- (vi) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;
- (vii) to approve and enforce any loan hereunder including the repayment thereof;
- (viii) to provide directions to the trustee of a trust established in conjunction with this Plan (if any) with respect to timing and methods of benefit payment, valuations at dates other than regular valuation dates and on all other matters where called for in the Plan or requested by the trustee;
- (ix) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;
- (x) to determine all questions of the eligibility of Employees and of the status of rights of Participants, Beneficiaries and alternate payees;
- (xi) to adjust Accounts in order to correct errors or omissions;

(xii) to determine the status and effect of any domestic relations order and to take such action as the Plan Administrator deems appropriate in light of such domestic relations order;

(xiii) to retain records on elections and waivers by Participants, their spouses and their Beneficiaries and alternate payees;

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan, including but not limited to, procedures relating to requirements for advance notice of any election or modification of an election, minimum and maximum amount of contributions, the types of compensation that may be deferred, the minimum amounts or percentages that may be allocated among investment options, and the timing and frequency of changes to investment elections. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

(e) Compensation. The Plan Administrator shall serve without compensation for its services.

(f) Expenses. All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company.

(g) Allocation of Fiduciary Duties. A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 7.02 FUNDED STATUS

(a) Unfunded Plan. This Subsection applies if the Plan is not a Governmental Plan. The Plan is intended to constitute an unfunded plan. Any amount due and payable pursuant to the terms of the Plan shall be paid out of the general assets of the Company except to the extent that it is paid from a grantor trust. All assets of the Plan shall be subject to the claims of creditors of the Company. Participants and Beneficiaries shall not have an interest in any specific asset of the Company or in any specific asset held in a grantor trust or a Company account established as a result of participation in this Plan. Except as may be provided under the terms of a grantor trust, the Company shall have no obligation to set aside any funds for the purpose of making any benefit payments under this Plan. Nothing contained herein shall give any Participant any rights that are greater than those of an unsecured creditor of the Company with respect to any unpaid amount as to which the Participant has a vested interest. No action taken pursuant to the terms of this Plan shall be construed to create a funded arrangement, a plan asset, or fiduciary relationship among the Company, its designee and a Participant or Beneficiary.

(b) Trust Fund. This Subsection applies if the Plan is a Governmental Plan.

(1) Assets Held in Trust. All contributions, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Trust Fund in accordance with this Plan and the Trust Agreement. The Trust Fund, and any subtrust established under the Plan, shall be established pursuant to a written agreement. The Trustee shall ensure that all investments, amounts, property, and rights held under the Trust Fund are held for the exclusive benefit of Participants and their Beneficiaries. The Trust Fund shall be held in trust pursuant to the Trust Agreement for the exclusive benefit of Participants and their Beneficiaries and defraying reasonable expenses of the Plan and of the Trust Fund. It shall be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Trust Fund to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

(2) Custodial Accounts and Annuity Contracts. For purposes of the trust requirement of this Subsection (b), custodial accounts and annuity contracts described in Code section 401(f) that satisfy the requirements of Treas. Reg. 1.457-8(a)(3) are treated as trusts under rules similar to the rules of Code section 401(f).

(3) Creditors. Except as expressly provided in the Plan, the interests of each Participant or Beneficiary under the Plan are not subject to the claims of the Participant's or Beneficiary's creditors.

(4) IRS Levy. the Plan Administrator may pay from a Participant's or Beneficiary's Account balance the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

(5) Mistaken Contributions. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer.

Section 7.03 INDEMNIFICATION

Unless otherwise provided in the Adoption Agreement, the Company shall indemnify and hold harmless any person serving as the Plan Administrator and, if applicable, the Trustee (and their delegates) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan.

Section 7.04 COMMUNICATIONS

All enrollments, elections, designations, applications and other communications by or from an employee, Participant, Beneficiary, or legal representative of any such person regarding that person's rights under the Plan shall be made in the form and manner established by the Plan Administrator. Neither the Plan Administrator nor the Company shall be required to give effect to any such communication that is not made on the prescribed form and in the prescribed manner and that does not contain all information called for on the prescribed form.

ARTICLE 8 AMENDMENT AND TERMINATION

Section 8.01 **AMENDMENT/TERMINATION**

The provisions of the Plan may be amended and or terminated in writing at any time and from time to time by the Plan Sponsor. Notwithstanding the foregoing, an amendment/termination shall have no effect to the extent that it impermissibly accelerates a benefit payment or otherwise does not comply with Code section 457 and the regulations promulgated thereunder. Distributions may be made upon termination of the Plan to the extent such payments comply with Treas. Reg. section 1.457-10(a). No amendment or termination specified in this Article 8 shall result in a reduction or forfeiture of a Participant's Account unless such reduction or forfeiture is expressly provided under the terms of the Plan.

ARTICLE 9 MISCELLANEOUS

Section 9.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan.

Section 9.02 QDRO

Notwithstanding Section 9.01, if a judgment, decree or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for a distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

Section 9.03 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Company and the Participant, or as a right of any Employee to continue in the employment of the Company, or as a limitation of the right of the Company to discharge any of its Employees, with or without cause.

Section 9.04 GOVERNING LAW

The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by Federal law.

Section 9.05 TAX EFFECT

The Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation. Furthermore, the Company does not represent or guarantee investment returns with respect to any predetermined investment options and shall not be required to restore any loss which may result from such investment or lack of investment.

Section 9.06 ASSIGNMENT

The Company may transfer, assign or encumber any of its rights, privileges, duties or obligations under this Agreement.

Section 9.07 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 9.08 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 9.09 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

CITY OF PRYOR CREEK DEFERRED COMPENSATION PLAN

PLAN DESCRIPTION

January 1, 2022

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Beasley & Company

CITY OF PRYOR CREEK DEFERRED COMPENSATION PLAN

PLAN DESCRIPTION

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INTRODUCTION

City of Pryor Creek (the "Company") established the City of Pryor Creek Deferred Compensation Plan (the "Plan") effective 11/01/1986. This Plan Description describes the Plan as amended and restated effective 01/01/2022.

This revised Plan Description supersedes all previous Plan Descriptions. Although the purpose of this document is to summarize the more significant provisions of the Plan, the Plan document will prevail in the event of any inconsistency.

ELIGIBILITY FOR PARTICIPATION

Eligible Employee

You are an "Eligible Employee" if you are in the following classification:

An Employee who is not: A Leased Employee or an Employee who is less than 18 years of age

Date of Participation

You will become a Participant eligible to participate in the Plan on the first day of the calendar month after you first perform an hour of service as an Eligible Employee.

ELECTIONS/CONTRIBUTIONS

Participant Contributions

When you become eligible to participate in the Plan, you may begin contributing to the Plan. All contributions will be credited to an account established in your behalf. Your contributions to the Plan are not subject to federal income tax but may be subject to social security and medicare taxes.

Please note that while you may enjoy certain tax benefits, there may be some drawbacks to participation in the Plan. You should consult with your professional tax/financial advisor to determine the consequences of your participation in this Plan.

You may elect to reduce your Compensation (defined below) and make a contribution to the Plan. You may elect to defer up to one hundred percent (100%) of your Compensation.

Roth Contributions

Effective 01/01/2022, the Plan allows a newer type of participant contribution to the Plan. This new type of contribution is known as a Roth Contribution and is very much like a contribution to a Roth IRA. Like a Roth IRA, the Roth Contribution to the Plan is made by you on an after-tax basis, but if certain requirements are met, a "qualified distribution" from your

Roth Contribution Account in the Plan will not be taxed. However, unlike a Roth IRA, there are no income limitations on who may make a Roth Contribution.

Roth Contributions are participant contributions that are made in the same manner as your pre tax participant contributions. You must designate how much you would like to contribute on a pre-tax basis (normal contribution) and how much you would like to contribute as an after-tax Roth Contribution. You are not required to make any Roth Contributions. You may continue to designate all of your participant contributions as normal pre-tax contributions.

The sum of your Roth Contributions and regular pre-tax participant contributions may not exceed the contribution limit mentioned below.

As was mentioned above, a "qualified distribution" of your Roth Contributions (and earnings) is not taxable. A "qualified distribution" must be made more than five years after the first Roth Contribution is made and must meet at least one of the following requirements:

- (i) the distribution must be made after you attain age 59-1/2;
- (ii) the distribution must be made to your beneficiary after your death; or
- (iii) the distribution must be made on account of your disability.

Please note that Roth Contributions are not suitable for everyone. Please consult with your tax advisor before making any Roth Contributions to the Plan.

Contribution Limit

Federal tax law places a limit on the amount that you may contribute to the Plan each year. The limit is the lesser of:

- (1) \$19,500 (in 2021); or
- (2) 100% of your total compensation for the calendar year.

Make Up Contributions

During the last 3 calendar years ending before the year in which you attain age 65, you may be able to use a higher contribution limit. The "make up" limit is the lesser of:

- (1) 2 times the \$19,500 limit (in 2021); or
- (2) The sum of the unused portion of the \$19,500 (in 2021) in any prior year of participation in the Plan.

Age 50 Catch-Up Contributions

A Participant who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of contributions, up to the maximum age 50 catch-up amount for the year. The maximum dollar amount of the age 50 catch-up contributions for a year is \$6,500 (in 2021). The age 50 catch-up does not apply for any year for which a higher limitation applies under the make-up contribution described above.

Transfers/Rollover Contributions

If you are a participant, you may request to have all or a portion of an eligible rollover distribution paid to the Plan.

In addition, the Plan Administrator may accept a transfer of assets to the Plan from another section 457(b) plan. Such a transfer is permitted only if the other plan provides for such direct transfer and if such transfer is permitted by applicable federal tax regulations. The Plan Administrator may require that the transfer be in cash or other property acceptable to the Plan Administrator.

Compensation

Compensation means base salary. Compensation will include only that compensation which is actually paid to you during that part of the Plan Year you are eligible to participate in the Plan.

CREDITING EARNINGS ON PARTICIPANT ACCOUNTS

Determination of Amount

Your Account will be credited with earnings that will reflect a "market basket" of predetermined investments. You may select which investments will make up your market basket. You may change your investment selections as of each date that earnings on your account are determined.

When Earnings Are Credited

Your account will be adjusted daily for earnings/losses.

Expenses

The Company may charge your Account with any or all of the expenses involved in the establishment or ongoing operation of the Plan.

Trust

The Company will establish a trust fund to hold all contributions to the Plan. As an alternative, the Company may invest Plan assets in custodial accounts and/or annuity contracts as permitted by federal law.

VESTING

Participant Contributions

You will have a fully vested and nonforfeitable interest in your contributions to the Plan (including rollover contributions and transfers from another plan).

DISTRIBUTIONS

Time of Distribution

Upon your termination of employment with the Company, you are entitled to receive a distribution of your Account in any form of distribution permitted by the Plan.

Benefits may not commence later than your required beginning date. Your required beginning date is April 1st of the calendar year following the calendar year in which you attain age 70-1/2 (for Participants born before July 1, 1949) or age 72 (for Participants born after June 30, 1949) or terminate, whichever is later.

Form of Payment

You may receive your Account in the following forms of payment:

Single lump sum payment.

Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the life expectancy of the Participant and Beneficiary.

For Optional Forms of Benefit: See Principal Retirement Benefit Choices Guide or contact Principal at 1-800-547-7754.

Payment on Participant Death

In the event of your death, your beneficiary will be entitled to make any elections as to timing and form of distribution as were available to you at the time of your death subject to the minimum distribution requirements of federal tax law.

You have the right to designate one or more primary and one or more secondary Beneficiaries to receive any benefit becoming payable at your death. You are entitled to change your Beneficiaries at any time and from time to time by filing written notice of such change with the Plan Administrator. If you fail to designate a Beneficiary, or in the event that all designated primary and secondary Beneficiaries die before you, the death benefit will be payable to your spouse or, if there is no spouse, to your estate.

Unforeseeable Emergency

You may receive a distribution upon the occurrence of an unforeseeable emergency. An unforeseeable emergency is a severe financial hardship that may not otherwise be relieved by reimbursement or compensation from insurance, by liquidation of your assets (to the extent the liquidation of such assets would not itself cause severe financial hardship), or by cessation of deferrals under the Plan.

Your Roth Deferrals may be withdrawn upon the occurrence of an unforeseeable emergency in the same manner as other deferrals. Please note however, that the income on the Roth deferrals may be taxable (and subject to penalties for early withdrawal) if the withdrawal is not a "qualified distribution."

Small Distributions

The Plan Administrator may establish uniform guidelines under which up to \$5,000 of your Account may be distributed in a lump sum before your termination (either with or without your consent). In order to qualify for the distribution, no deferrals may have been credited to your Account in the preceding twenty-four (24) months, and no prior small distribution may have been made to you under this special rule.

Medium of Payment

You may receive a distribution from the Plan in the form of cash.

Transfers/Rollovers

The Company may transfer your account to another section 457(b) plan provided that such transfer complies with applicable federal regulations. In addition, you may roll over a distribution from the Plan to another eligible retirement plan. If the vested amount of your Account exceeds \$1,000 and you do not timely return your election forms, the Plan Administrator must transfer your Account to an IRA established in your name; unless the distribution occurs after the later of your Normal Retirement Age or age 62. The mandatory distribution will be invested in an IRA designed to preserve principal and provide a reasonable rate of return and liquidity. For further information concerning the Plan's rollover provisions, the IRA provider and the fees and expenses attendant to the IRA please contact the plan administrator at the phone number found in the "ADMINISTRATIVE INFORMATION" section at the end of this plan description.

You may rollover a distribution that otherwise qualifies for direct rollover treatment, directly into a Roth IRA, even if it does not include a Roth account. You will want to seek professional tax advice, as this type of rollover distribution will be taxable to you. (It is designed to avoid the two step conversion process previously required to convert a non-Roth IRA into a Roth IRA after paying tax on the conversion.)

Loans

You may receive a loan from the Plan. If you are interested in this loan feature, please contact the Plan Administrator for more information.

Inservice Withdrawals

Subject to any Plan Administrator procedures, you may receive an inservice withdrawal of your rollover Account.

You may receive an inservice withdrawal from your Account upon attainment of age 59-1/2 if you have not yet terminated employment.

MISCELLANEOUS

Domestic Relations Orders

Your benefits under the Plan may be assigned to other people in accordance with a qualified domestic relations order. You may obtain, without charge, a copy of the Plan's procedures regarding qualified domestic relations orders from the Plan Administrator.

Amendment and Termination

The Company may amend, terminate or merge the Plan at any time.

Fees

Your account may be charged for some or all of the costs and expenses of operating the Plan. Such expenses include, but are not limited to, investment expenses and costs to process plan distributions and domestic relations orders.

Administrator Discretion

The Plan Administrator has the authority to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities in the Plan and to supply omissions to the Plan. Any construction, interpretation or application of the Plan by the Plan Administrator is final, conclusive and binding.

Plan Year

The plan year ends on 10/31.

ADMINISTRATIVE INFORMATION

The Plan Sponsor and Plan Administrator is City of Pryor Creek.

Its address is 12 North Rowe Street Pryor, Oklahoma 74361.

Its telephone number is 918-825-0888.

Its Employer Identification Number is 73-6005386.

CITY OF PRYOR CREEK DEFERRED COMPENSATION PLAN

This document contains important information about the procedures for obtaining a loan from the Plan. The following rules shall apply to the loan program:

Procedure for Applying for a Loan. If you are an active Participant in the City of Pryor Creek Deferred Compensation Plan, you may apply for a loan from the Plan. You must contact Principal to apply for a loan at www.Principal.com or by calling 1-800- 547-7754. *Administration of the Plan Loan Program.* The Plan loan program is administered by the Plan Administrator.

Promissory Note. If your loan is approved, you will be required to sign a promissory note.

Type and Amount of Loan. The Plan does not restrict the purposes for which loans may be made. However, the Plan does set maximum and minimum limits on the amount of a loan.

Maximum Amount of Loan. A loan cannot be greater than 50% of the vested accrued benefit under the Plan. Additionally, the loan cannot exceed \$50,000, reduced by the excess (if any), of the highest outstanding balance of loans from the Plan during the 12-month period ending on the day before the date a new loan is made, over the outstanding balance of loans from the Plan on the date the new loan is made.

Repayment. Loans must be paid in equal payments over a period not extending beyond five years from the date of the loan; unless you certify in writing to the Plan Administrator that the loan is to be used to acquire any dwelling unit which within a reasonable time is to be used (determined at the time the loan is made) as your principal residence. If you go on a leave of absence or go on active service in the military, you may be able to suspend loan repayments. Please contact the Plan Administrator to determine whether your leave of absence qualifies. You must repay a loan in accordance with the repayment schedule or you may repay the loan in full. Partial early loan payoffs are not permitted. The loan will become payable in full on your termination of employment.

Maximum Number of Loans. The maximum number of loans outstanding at any one time is one.

Minimum Loan Amount. The minimum loan amount is \$1,000.

Interest Rate. This Plan uses the prime interest rate listed in The Wall Street Journal plus 1%. However, you may qualify for a lower interest rate if you are on active duty in the military. If you are on active duty, please contact the Plan Administrator to determine whether you qualify for the lower interest rate.

Collateral. Your vested accrued benefit under the Plan will serve as collateral for the loan. However, a maximum of 50% of your vested accrued benefit may be used as collateral.

Payroll Deduction. Payments will be made through payroll deduction from each regular paycheck.

Fees. The Plan charges a loan processing fee of \$200 and a quarterly loan maintenance fee of \$12 per quarter over the life of the loan. These amounts will be deducted from the proceeds of the loan.

Default. Your loan will be in default if a scheduled payment becomes 90 days overdue. Upon default, the entire balance of the loan will be immediately due and entire balance be a treated as a taxable distribution to you. In addition, your vested accrued benefit may be reduced by the amount of the outstanding principal and interest on the loan. In other cases, this offset will not occur until you are entitled to receive benefits (for example, upon your termination of employment).

Resolution 2021-
CITY OF PRYOR CREEK
FORMAL RECORD OF ACTION

The following is a formal record of action taken by the governing body of City of Pryor Creek (the "Company").

With respect to the amendment and restatement of the City of Pryor Creek Deferred Compensation Plan (the "Plan"), the following resolutions are hereby adopted:

RESOLVED: That the Plan be amended and restated in the form attached hereto, which Plan is hereby adopted and approved;

RESOLVED FURTHER: That the appropriate officers of the Company be, and they hereby are, authorized and directed to execute the Plan on behalf of the Company;

RESOLVED FURTHER: That Larry Lees is hereby appointed as the Trustee of the Plan; and

RESOLVED FURTHER: That the officers of the Company be, and they hereby are, authorized and directed to take any and all actions and execute and deliver such documents as they may deem necessary, appropriate or convenient to effect the foregoing resolutions including, without limitation, causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

Dated this _____ day of _____, 2021.

**MINUTES
CITY COUNCIL MEETING
FOLLOWED BY PRYOR PUBLIC WORKS AUTHORITY MEETING
CITY OF PRYOR CREEK, OKLAHOMA
TUESDAY, NOVEMBER 16TH, 2021 AT 6:00 P.M.**

The City Council of the City of Pryor Creek, Oklahoma met in regular session on the above date and time in the Council Chamber upstairs at City Hall, 12 North Rowe Street in Pryor Creek, Oklahoma. This meeting was followed immediately by a meeting of the Pryor Public Works Authority. Notice of these meetings was posted on the East bulletin board located outside to the South of the entrance doors and the City website at www.pryorcreek.org. Notice was also e-mailed to The Paper newspaper and e-mailed to the Council members.

1. CALL TO ORDER, PRAYER, PLEDGE OF ALLEGIANCE, ROLL CALL.

Mayor Lees called the meeting to order at 6:00 p.m. The Prayer and Pledge of Allegiance were led by Kim Ritchie. Roll Call was conducted by City Clerk Eva Smith. Council members present included: Jon Ketcher, Choya Shropshire, Dennis Nance, Steve Smith, Randy Chitwood, Jimmy Tramel, Yolanda Thompson. Members absent: Briana Brakefield.

Department Heads and other City Officials present: City Attorney Kim Ritchie, Assistant Police Chief James Willyard, Fire Chief BK Young, Library Director Cari Rerat and Recreation Center Director Jessica Long.

Others present: Police Captain Kevin Tramel, Animal Control Officer Becki Sams-Benham, Police Officer Michael Moore, Abatement Officer Zac Doyle, City Engineer Steve Powell, CMS Willowbrook representatives Gary Rosebrough and Brenna Wells, Dan Hazelton, Clifford Wofford, Bryce Moore, Kimmie Shropshire and Terry Aylward.

2. PETITIONS FROM THE AUDIENCE. (LIMITED TO 5 MINUTES, MUST REQUEST IN ADVANCE.)

There were no petitions.

3. DEPARTMENT HEAD REPORTS IF NEEDED:

a. Building Inspector

No report.

b. Emergency Management

No report.

c. Fire

Young had no report but asked if the Council had any questions.

d. Golf

No report.

e. Library

Rerat reported that their numbers are a little lower this year than last, and they think it may be due to the fencing around the construction.

f. Parks / Cemetery

No report.

g. Police

Willyard had no report.

h. Recreation Center

Long reported that the flooring in the Boys and Girls Club is going down and looks really nice. There is also a dodgeball tournament this week.

i. Street

Glenn was unable to attend tonight, but Steve Powell reported that the Street project is going well and they are making great progress.

Mayor moved to the Addendum.

**ADDENDUM
CITY COUNCIL MEETING
TUESDAY, NOVEMBER 16TH, 2021 AT 6:00 P.M.**

1. Police & Fire Emergency Services Center / Library Expansion update report – CMS Willowbrook. No action. CMS Willowbrook representatives Gary Rosebrough and Brenna Wells spoke regarding the status of the Police & Fire Emergency Services Center / Library Expansion.

Mayor moved to Item 3.

3. Discussion and possible action regarding hiring Tyler Bordwine to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00). Bordwine is CLEET Certified. This is pending approval by the Oklahoma Police Pension and Retirement System. This position was left vacant by the retirement of Doug Barham.

Motion was made by Ketcher, second by Chitwood to approve hiring Tyler Bordwine to fill vacant patrolman position at the Pryor Creek Police Department at Range J, Step 2 (annual wage - \$43,561.00). Bordwine is CLEET Certified. This is pending approval by the Oklahoma Police Pension and Retirement System. This position was left vacant by the retirement of Doug Barham. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Tramel, Thompson. Voting no: none.

Mayor moved back to Mayor’s Report.

4. MAYOR’S REPORT:

a. Discussion and possible action regarding removing from the table Item 6.i. from the November 2nd, 2021, Council meeting.

Motion was made by Shropshire, second by Smith to approve removing from the table Item 6.i. from the November 2nd, 2021, Council meeting. Voting yes: Shropshire, Nance, Smith, Chitwood, Tramel, Thompson, Ketcher. Voting no: none.

b. Discussion and possible action regarding an On-Call service for street patch with Dunham Asphalt while they are in town for the 2021 Street Rehabilitation Project. This expense is estimated to cost \$32,000.00 to spend from Street Asphalt Overlay Account #14-145-5410.

Motion was made by Smith, second by Nance to approve an On-Call service for street patch with Dunham Asphalt while they are in town for the 2021 Street Rehabilitation Project. This expense is estimated to cost \$32,000.00 to spend from Street Asphalt Overlay Account #14-145-5410.

Motion and second were then amended to include, “as in the best interest of the city.” Voting yes: Nance, Smith, Chitwood, Tramel, Thompson, Ketcher, Shropshire. Voting no: none.

5. CITY ATTORNEY’S REPORT:

Mayor moved back to Item 2 of the Addendum.

**ADDENDUM
CITY COUNCIL MEETING**

TUESDAY, NOVEMBER 16TH, 2021 AT 6:00 P.M.

2. Discussion and possible action regarding accepting or denying an appeal by Clifford Wofford regarding declaring 1104 SE 14th St. dilapidated property and proceeding with abatement/dilapidation process, as per City Code 4-4-8.A.5, Nuisance Abatement.

Motion was made by Thompson, second by Ketcher to enter public hearing. Voting yes: Smith, Chitwood, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

Mr. Wofford spoke, as did Zac Doyle and Kim Ritchie. It was stated that Code Enforcement Officer Trent Humphrey began gathering information on December 20th, 2020. First notice was issued to Mr. Wofford on March 17th, 2021 for the April Abatement Hearing.

Motion was made by Thompson, second by Ketcher to exit public hearing. Voting yes: Chitwood, Tramel, Thompson, Ketcher, Shropshire, Nance, Smith. Voting no: none.

Motion was made by Tramel, second by Thompson to deny appeal by Clifford Wofford regarding declaring 1104 SE 14th St. dilapidated property and proceeding with abatement/dilapidation process, as per City Code 4-4-8.A.5, Nuisance Abatement. Voting yes: Tramel, Thompson, Shropshire, Nance. Voting no: Ketcher, Smith, Chitwood.

Appeal was denied. Demolition is to proceed.

Mayor moved back to regular Agenda.

6. DISCUSSION AND POSSIBLE ACTION ON CONSENT AGENDA.

(Items deemed non-controversial and routine in nature to be approved by one motion without discussion. Any Council member wishing to discuss an item may request it be removed and placed on the regular agenda.)

- a. Approve minutes of the November 2nd, 2021 Council meeting.
- b. Approve payroll purchase orders through November 26th, 2021.

- c. Approve claims for purchase orders through November 16th, 2021.

<u>FUNDS</u>	<u>PURCHASE ORDER NUMBER</u>	<u>TOTALS</u>
GENERAL	2120211230 – 2120211223	156,256.80
STREET & DRAINAGE	2120211223 – 911258B	9,208.43
GOLF COURSE	2120211212 – 911277B	8,499.54
CAPITAL OUTLAY	911230B – 911229B	9,803.76
REAL PROPERTY ACQUIS.	2120211127 - 2120211228	3,268.00
RECREATION CENTER	2120211144 – 2120211223	12,285.89
PPWA	2120211130 - 2120211131	4,600.00
DONATIONS AND EARMARKED	2120211204	322.76
TOTAL		204,245.18
<hr/>		
BLANKETS		
911281B	HARRELL'S	20,000.00
TOTAL		20,000.00

- d. Acknowledge receipt of deficient purchase orders.
There were no deficient purchase orders.
- e. Approve July Appropriations Request.
- f. Discussion and possible action regarding approval of the 2022 City of Pryor Creek Holiday Calendar.
- g. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Council meetings.
- h. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Budget and Personnel Committee meetings.
- i. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Street Committee meetings.
- j. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Park / Cemetery Board meetings.
- k. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Planning and Zoning Commission meetings.
- l. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Planning and Zoning Board of Adjustments / Multi-Hazard Mitigation Committee meetings.
- m. Discussion and possible action regarding approval of the schedule for the 2022 City of Pryor Creek Recreation Center Board meetings.
- n. Discussion and possible action regarding approval of the schedule for the 2022 Library Board meetings.
- o. Discussion and possible action regarding approval of the schedule for the 2022 Ordinance and Insurance Committee meetings.
- p. Discussion and possible action regarding approval of the schedule for the 2022 Flood Plain Board meetings.
- q. Discussion and possible action regarding approval of the schedule for the 2022 Hotel / Motel Tax Allocation Board meetings.
- r. Discussion and possible action regarding approval of the schedule for the 2022 Economic Development Trust Authority meetings.
- s. Discussion and possible action regarding approval of the schedule for the 2022 Personnel Board meetings.
- t. Acknowledge 2022 Municipal Utility Board Holiday Schedule.
- u. Acknowledge 2022 Municipal Utility Board Meeting Schedule.
- v. Discussion and possible action regarding an expenditure in the amount of \$2,817.00 to Idemia for the renewal of the annual maintenance agreement for the LiveScan fingerprint machine at the Pryor Creek Police Department, from Police Technology Account #02-215-5260.
- w. Discussion and possible action regarding hiring Bryce Moore to Volunteer Firefighter position at the Pryor Creek Fire Department, effective November 17th, 2021.
- x. Discussion and possible action regarding the annual contracted wage paid from City of Pryor Creek to Johnny Janzen, Director of Mayes County Emergency Management, be increased from \$15,996.00 per year to \$20,000.00 per year retroactive to October 1st, 2021, from CEM Salaries Account #02-225-5011. This satisfies new 2021-2022 (FY, Oct-Sept) requirements of the \$10,000.00 Emergency Management Performance Grant (EMPG) which is awarded annually to City of Pryor Creek.

Motion was made by Smith, second by Chitwood to approve items a – x, less items a, w and x. Voting yes: Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood, Tramel. Voting no: none.

a. Approve minutes of the November 2nd, 2021 Council meeting.

Motion was made by Shropshire, second by Smith to approve minutes of the November 2nd, 2021 Council meeting. Voting yes: Ketcher, Shropshire, Nance, Smith, Chitwood, Tramel. Abstaining, counting as a no vote: Thompson. Voting no: none.

w. Discussion and possible action regarding hiring Bryce Moore to Volunteer Firefighter position at the Pryor Creek Fire Department, effective November 17th, 2021.

Motion was made by Ketcher, second by Chitwood to approve hiring Bryce Moore to Volunteer Firefighter position at the Pryor Creek Fire Department, effective November 17th, 2021. Voting yes: Shropshire, Nance, Smith, Chitwood, Tramel, Thompson, Ketcher. Voting no: none.

x. Discussion and possible action regarding the annual contracted wage paid from City of Pryor Creek to Johnny Janzen, Director of Mayes County Emergency Management, be increased from \$15,996.00 per year to \$20,000.00 per year retroactive to October 1st, 2021, from CEM Salaries Account #02-225-5011. This satisfies new 2021-2022 (FY, Oct-Sept) requirements of the \$10,000.00 Emergency Management Performance Grant (EMPG) which is awarded annually to City of Pryor Creek.

Motion was made by Thompson, second by Smith to approve the annual contracted wage paid from City of Pryor Creek to Johnny Janzen, Director of Mayes County Emergency Management, be increased from \$15,996.00 per year to \$20,000.00 per year retroactive to October 1st, 2021, from CEM Salaries Account #02-225-5011. This satisfies new 2021-2022 (FY, Oct-Sept) requirements of the \$10,000.00 Emergency Management Performance Grant (EMPG) which is awarded annually to City of Pryor Creek. Voting yes: Nance, Chitwood, Tramel, Thompson, Ketcher, Shropshire. Abstaining, counting as a no vote: Smith. Voting no: none.

7. COMMITTEE REPORTS:

a. Budget and Personnel (Brakefield)

Shropshire reported that the next Budget and Personnel meeting will be December 14th, 2021, at 5:30 p.m.

b. Ordinance and Insurance (Shropshire)

Shropshire had nothing to report at this time.

c. Street (Smith)

Smith reported that they will have a meeting next Tuesday and expect to have some updates on some projects.

8. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

9. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Smith, Chitwood, Tramel, Thompson, Ketcher, Shropshire, Nance. Voting no: none.

PRYOR PUBLIC WORKS AUTHORITY

1. CALL TO ORDER.

Meeting was called to order at 7:05 p.m.

2. APPROVE MINUTES OF NOVEMBER 2ND, 2021 MEETING.

Motion was made by Smith, second by Chitwood to approve minutes of November 2nd, 2021 meeting. Voting yes: Chitwood, Tramel, Ketcher, Shropshire, Nance, Smith. Abstaining, counting as a no vote: Thompson. Voting no: none.

3. UNFORESEEABLE BUSINESS.

(ANY MATTER NOT REASONABLY FORESEEN PRIOR TO POSTING OF AGENDA.)

There was no unforeseeable business.

4. ADJOURN.

Motion was made by Ketcher, second by Smith to adjourn. Voting yes: Tramel, Thompson, Ketcher, Shropshire, Nance, Smith, Chitwood. Voting no: none.

MINUTES APPROVED BY MAYOR / P.P.W.A. CHAIRMAN LARRY LEES

MINUTES WRITTEN BY CITY CLERK/P.P.W.A. SECRETARY EVA SMITH

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Description	Department	Retention Time	Retention Citation
Abstracts, Real Estate	All Departments	Permanent	11 O.S. § 22-131 (B)
Accident Reports (Police) - All reports investigations and statements involving accidents and incidents.	Police Department	5 years or until litigation is terminated (Originals to Department of Public Safety permanent)	PARTIALLY CONFIDENTIAL OCMC § 32-151; 47 O.S. § 10-117; 51 O.S. § 24A.8B; 11 O.S. § 22-131(B)
Accident Reports Involving City Property - Includes a report of damage to vehicle or property of the municipality, time and date of accident and a complete narrative regarding circumstances, name of principals, witnesses and addresses.	All Departments	5 years or until litigation is terminated	CONFIDENTIAL Personnel Investigations OCMC § 32-151; 47 O.S. § 10-117; 51 O.S. § 24A.7; 11 O.S. § 22-131 (B)
Accident Reports Involving City Vehicles - These records document traffic accidents involving City-owned vehicles.	All Departments	5 years or until litigation is terminated	CONFIDENTIAL Personnel Investigations OCMC § 32-151; 47 O.S. § 10-117; 51 O.S. § 24A.7; 11 O.S. § 22-131 (B)
Accident Reports Involving Personal Injury - Includes reports describing accidents involving City employees resulting in personal injury excluding vehicular incidents. May also include copies of Workers' Compensation claims (Official Injury Report).	All Departments	5 years or until litigation is terminated	CONFIDENTIAL Personnel Investigations 51 O.S. § 24A.8B; 47 O.S. § 10-117; OCMC § 32-151; 51 O.S. § 24A.7; 11 O.S. § 22-131 (B)
Accident Reports Involving Private Vehicles and City Property - Record of damage and loss sustained by employee negligence and/or defective equipment, where vehicles not owned by the City are involved in collisions with the City-owned property.	All Departments	5 years or until litigation is terminated	CONFIDENTIAL Personnel Investigations OCMC § 32-151; 47 O.S. § 10-117; 51 O.S. § 24A.7; 11 O.S. § 22-131 (B)
Accounting Summary Reports / Ledgers and Journals - Monthly records which itemize a cash balance at the end of the month. Includes vendor, invoice number, check number, date paid, charged month, reversal expenses and total expenses for the month.	Clerk's office	5 years	11 O.S. § 22-131 (A) (3); IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations

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<p>Accounts Payable Files - Includes records to pay the City's bills. Files often consist of check copy, invoice, purchase order, receiving reports and requisition. May also include correspondence with vendors and departmental officials and computer printouts.</p>	Clerk's office	5 years	11 O.S. § 22-131 (A) (3); IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
<p>Accounts Receivable Files - May also be called "Cash Receipt File". These files consist of copies of bills prepared by the City to collect amounts owed by vendors, organizations and citizens having accounts with the City. These records document the money owed and collected by the City.</p>	Clerk's office	5 years	11 O.S. § 22-131 (A)(3)
<p>ADA (Americans with Disabilities Act) - complaints under Title II</p>	Clerk's office	3 years or until litigation is complete	Department of Justice - Project Civic Access Best Practices Tool Kit, Chapter 2
<p>Affirmative Action Plans - A plan documenting the City's compliance with the statutes and regulatory requirements of the U.S. Employment Opportunity Commission's various voluntary plans.</p>	Clerk's office	5 years	29 CFR Chapter XIV
<p>Advertisements for Sale of Property</p>	Clerk's office	5 years (if bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131 (A) (3); IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1(a) of the Regulations
<p>Agendas - Meeting plans of all public bodies. Agenda packets not required by the Open Meeting Act.</p>	All Departments	Permanent (original)	25 O.S. § 311 (A)(1) 74 O.S. § 3106.2
<p>Alarm and Sprinkler Permits - Permits for new installations, repairs, and upgrades.</p>	Clerk's office	5 years	11 O.S. § 22-131 (B)
<p>Animal Adoption Records - A numerical record and agreement for animal adoptions. Includes known animal history, medical care and/or surgical record (spay/neuter), new owner information, and fee waiver form.</p>	Animal Control / Clerk's office	5 years	11 O.S. § 22-131 (A)(3)

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<p>Animal Bite Records - Includes investigating officer, commission number, type of animal inflicting bite, animal's owner if known, animal's history if known, name and address of victim and parent/guardian if applicable, date bitten, location of wound(s), treatments received, location and results of rabies quarantine observations and disposition of animal.</p>	Animal Control	5 years	11 O.S. § 22-131 (B)
<p>Animal Control Daily Activity - Daily count and report of all service calls run by officers. Includes officer's name, commission number, service location, time of arrival, findings, disposition, and time cleared.</p>	Animal Control	5 years	11 O.S. § 22-131 (B)
<p>Animal Cruelty / Abuse Reports - Reports completed by animal control officers detailing abuse/cruelty investigations, general findings, veterinary reports, animal description, owner information, follow-ups, pertinent dates. Includes judicial order for destroy/release.</p>	Animal Control	5 years	11 O.S. § 22-131 (B)
<p>Animal Entry Records - Consists of forms for all animals entered into the shelter including strays, owner-in-jail, owner deceased, tagged and untagged animals, etc.</p>	Animal Control	5 years	11 O.S. § 22-131 (B)
<p>Animal Transfer Files - Records of animals transferred from the Animal Control Department to other organizations</p>	Animal Control	Permanent	11 O.S. § 22-131 (B)
<p>Annexation and Deannexation Records - Includes records used to annex property into City boundaries. Files usually contain correspondence, citizens' petitions, maps and official annexation action (does not include ordinance).</p>	Clerk's office	Discretionary	11 O.S. § 21-112
<p>Appointment Files - Lists of appointments of individuals by the Mayor and/or Council to various boards, commissions and committees.</p>	Mayor's Office/Clerk's Office	Permanent	11 O.S. § 22-131 (B)
<p>Arrest, Booking and Jail Files, Reports and Photos - Includes a summary of daily, monthly and yearly totals of arrests within the City</p>	Police Department	Permanent	51 O.S. § 24 A.8
<p>Arrest and Bench Warrants (Municipal Court) - An order signed by a judge directing an officer to arrest and deliver the body of a defendant to the Court. Does not include parking warrants.</p>	Municipal Court	5 years after close of case (exceeds statutory requirements)	11 O.S. § 22-131 (A) (2)

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<p>Audit Reports (Internal) - Reports prepared by internal auditors evaluating City operations, information systems, and financial activities. Investigative and special project reports may be included. Audit reports provide opinions and information relied upon by the City Council and management in decision-making.</p>	Clerk's Office	Reports - Permanent; Work papers - 5 years (if bond proceeds, life of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
<p>Audit Reports File (External) - Reports prepared by external auditors examining and verifying the City's financial activities. Audit investigating reports and annual financial statements may be included. Used for fiscal analysis and evaluation.</p>	Clerk's office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
<p>Bids - Includes bid tabulation, bid price, percentage rates, periods of pay, name of bidder and cost. Also may include copy of advertisement services or memorandum requesting bidders, specifications. Quote information is similar but may be obtained by telephone; all quotes should be documented.</p>	Clerk's office	5 years following the end of fiscal year in which submitted	11 O.S. § 22-131 (A)(3)
<p>Bids - Capital Improvements - Includes bid tabulations, bid price, percentage rates, periods of pay, name of bidder and cost of capital improvement project. Also may include copy of advertisement services or memorandum requesting bidders, and specifications. Informal bidding information is similar; all quotes should be documented.</p>	Clerk's office	5 years from bid opening or 3 years from date of acceptance, whichever is longer (if bond proceeds, life of bond plus 3 years)	11 O.S. § 22-131 (A)(3) 61 O.S. § 112 IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
<p>Blueprints (City Property) - Includes as-built engineering drawings and blueprints of all facilities owned or managed by the City.</p>	Clerk's office	Permanent	11 O.S. § 22-131 (A)
<p>Blueprints (Private Property) - Includes as-built engineering drawings and blueprints.</p>	Community Development	Discretionary (If bond proceeds, live of bond plus 3 years)	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
<p>Board, Commission, Committee Reports - Includes reports, correspondence and other files pertaining to ad hoc groups established by the municipality. Includes documents in the "packets".</p>	All Departments	Discretionary	11 O.S. § 22-131 (B)
<p>Body camera stuff????</p>			

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Bonds - Employees and elected officials.	Clerk's office	5 years	11 O.S. § 22-131 (A)(3)
Bonds, General Obligation Issues - Includes records relating to the financing of municipal projects through bonded indebtedness. Files usually include proposals, audits correspondence, signed contracts pertaining to project for which bonds are issued, and the original financial instruments or copies of them including bond transcripts, affidavits of publication and ordinances authorizing the sale of bonds.	Clerk's office	10 years	11 O.S. § 22-131 (A)(4) IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
Bonds, Maintenance, Bid, Performance, and Surety - Capital improvement and private projects.	Clerk's office	5 years after project accepted	11 O.S. § 22-131 (A)(3)
Bond, Professional as Surety (Bail)	Municipal Court	5 years	11 O.S. § 22-131 (A)(3)
Budget, Adopted - Debt service budget.	Clerk's office	5 years	11 O.S. § 17-205
Budget Amendments - Records documenting the transfer of or supplemental appropriation to departmental monies during the fiscal year.	Clerk's office	5 years	11 O.S. § 17-205
Budget Formulation Papers - Consists of estimates of expenditure and disbursements against revenues by each department within the municipality. May also include records created to justify the budget requests and presentations before the board or City Council. Used for fiscal planning and control.	All Departments	Discretionary	11 O.S. § 22-131 (B)
Building Code Inspection / Enforcement (City Property)	Community Development	Permanent	11 O.S. § 22-131 (A)
Building Code Inspection / Enforcement (Private Property)	Community Development	5 years	11 O.S. § 22-131 (A)(3)

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<p>Building Permits, Applications - Includes applications from property owners to erect new structures or make structural modifications to existing structures, and municipal permits allowing the construction. Applications may contain name, address and telephone number of owner, contractor and architect, location of building, class of work, type and cost of building, zoning information, topographical compliance data such as land surveys, and signature of owner. May also include required inspections prior to issuance of business permits such as foundation , frame and final inspections, with data remarks and signatures of inspectors, denial appeals, and certificate of occupancy.</p>	<p>Community Development</p>	<p>5 years</p>	<p>11 O.S. § 22-131 (A)(3)</p>
<p>Building Plans, City-Owned - Includes plans and specifications for City buildings.</p>	<p>Clerk's office</p>	<p>Permanent</p>	<p>11 O.S. § 22-131 (A)</p>
<p>Business Improvement Districts</p>	<p>Clerk's Office</p>	<p>Permanent</p>	<p>11 O.S. § 22-131 (B)</p>
<p>Canceled Checks, Warrants - Records of the daily transactions showing deposits and withdrawals of all accounts or funds by banks. Includes the original canceled checks, bank statements and account reconciliations. May also include extra copies of paid checks and deposit tickets.</p>	<p>Clerk's office</p>	<p>5 years</p>	<p>11 O.S. § 22-131 (A)(3)</p>
<p>Cell phone, telephone, pager, and fax bills</p>	<p>All Departments</p>	<p>5 years</p>	<p>11 O.S. § 22-131 (A)(3)</p>
<p>Census Reports - Population figures and other information by census tract and block, gathered by the U.S. Bureau of Census. May also include maps.</p>	<p>Clerk's office</p>	<p>Discretionary until superseded</p>	<p>11 O.S. § 22-131 (B)</p>
<p>Certificates of Deposit, T-Bills - Includes records relating to original financial instruments executed to invest City funds. Records state amount of certificate or treasury bill, term and rate of interest.</p>	<p>Treasurer</p>	<p>Permanent</p>	<p>IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations</p>
<p>Certificate of Election Results</p>	<p>Clerk's office</p>	<p>5 years</p>	<p>11 O.S. § 22-131 (A)(3)</p>
<p>Certificates of Insurance - (Contractors) Insurance provided by contractors (licensee, permits, etc.) to do business in the City.</p>	<p>Clerk's office</p>	<p>5 years</p>	<p>11 O.S. § 22-131 (B)</p>

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Certificates of Occupancy Files - Certifies that a building complies with the minimum standards required by State and local laws. Often includes building name, location, occupancy, classification land limitation, date issues and fee.	Community Development	5 years - private property; permanent - City property	11 O.S. § 22-131 (A)(3)
Checks - Consists of bad checks (insufficient funds)	All Departments	5 years	11 O.S. § 22-131 (A)(3)
City Charter - Includes the by-laws of the City. Also includes amendments.	Clerk's office	Permanent	11 O.S. § 22-131 (B)
City Code - The municipal ordinances, rules and regulations, and fees.	Clerk's office	Permanent	11 O.S. § 14-108(B)
City Council Committee Appointments	Mayor's Office	Discretionary	
City Policies - Rules and regulations of the governing body of City management. May include resolutions or memorandums.	Clerk's office	Permanent	11 O.S. § 22-131 (B)
City Seal (Current and Past City Seals)	Clerk's office	Permanent	11 O.S. § 22-131 (B)
Claims - Damage and injury claims against the City pursuant to the GTCA.	Clerk's office	5 years	51 O.S. §§ 151 et seq. 11 O.S. § 22-131 (A)(3)
Codes - Plumbing, electrical, property maintenance, mechanical, CABO, standard specs.	Clerk's office	Permanent (with ordinance)	11 O.S. § 22-131 (B)
Collective Bargaining Agreements (Negotiation Files)	Clerk's office	6 years	12 O.S. § 95 (1) (5 years plus 1)
Community Service Records	Municipal Court	5 years or until litigation is terminated	11 O.S. § 22-131 (B)
Complaint Files - Includes citizen's comments about services, maintenance, repairs, etc. May also include request for services.	All Departments	Until litigation is terminated	
Confidential Reports - All documents that are deemed confidential in accordance with the Oklahoma Open Records Act or Federal or State law.	All Departments	Until litigation is terminated	51 O.S. §§ 24 A.1 et seq.
Conflict of Interest Forms	Clerk's Office	4 years	11 O.S. § 22-131 (B)

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Contracts, Leases, and Agreements - Files consist of signed contract agreements with parties providing City services or having other legal relationships with the City.	Clerk's office	5 years from end of fiscal year in which final payment was made	11 O.S. § 22-131 (A)(3)
Council Policies - Resolutions, reports, opinions or Council action setting a rule or guideline.	Clerk's office	Permanent	
Court Records - Court Records shall be defined as: a memorial or history of judicial proceedings in a case, commencing with the writ or complaint and terminating with the judgment. Municipal Court records consists of juvenile records (Confidential), jury service records and signed complaints. Court records will consist of the following instruments: case files and computerized records.	Municipal Court	5 years	PARTIALLY CONFIDENTIAL 11 O.S. § 22-131 (A)(3)
Daily Cash Report File - A record of cash balances, receipt and disbursements completed during the day.	Clerk's office	Discretionary	
Damage and Loss Report (City Property) - Record of damage and loss sustained by City including but not limited to attributable theft, arson, vandalism, employee negligence, defective equipment, damage to structures and building, money and security losses, vehicle accidents where vehicles not owned by the City are involved in collisions with the City owned property	All Departments	3 years or until litigation is terminated	12 O.S. § 95 GTCA
Dilapidated Structures - Records relating to the demolition and boarding of buildings deemed unfit for human habitation by the Council. Usually including building reports, letters to property owners and demolition documents. May also include contract and payment documents.	Code Enforcement	5 years	11 O.S. § 22-121 and 11 O.S. § 22-123
Deannexation Records (See Annexation Records)	Clerk's office		
Deeds - Original deeds providing evidence of City ownership of property. Generally includes name, addresses, or grantor or grantee, description of property, date property was transferred or granted.	Clerk's office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
Deferred Compensation Plans - Any deferred compensation plan under 457 of the IRS Code approved by Council.	Clerk's office	Permanent	11 O.S. § 22-131 (B)
Departmental Budget Review - Reorganization, reductions in force history (personnel documentation).	All Departments	Discretionary	

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Deposit Slips - Records of the daily transactions showing deposits and withdrawals of all accounts of funds by banks. Includes the original canceled checks, bank statements and account reconciliations. May also include extra copies of paid checks and deposit tickets.	All Departments	5 years	11 O.S. § 22-131 (A)(3)
Depreciation Schedule - The schedule documents the useful life of City-owned equipment and property, including acquisition data and cost. They are used for capital equipment budgeting and for other financial planning and control purposes.	All Departments	Until superseded	
Disaster Records (See FEMA Records)	All Departments	3 years	FEMA
Dispute Resolution Records - Arbitration records in the dispute mediation process.	Clerk's office	Until litigation is terminated	
Docket Book, Traffic Citations - A log of traffic citations issued and awaiting court appearance.	Municipal Court	5 years or until litigation is terminated	11 O.S. § 22-131 (A)(3)
Drug and Alcohol Testing (Post-Offer Employment Assessment)	Clerk's office	Permanent	11 O.S. § 22-131 (B) CONFIDENTIAL
EEOC - Equal Employment Opportunity Commission complaint files.	Clerk's office	Permanent	Title VII CFR and ADA
EEO-4 (Form 164) - Biennial report of employment data by race, sex, job category and pay. Data is aggregated and reported in one of 15 specified functions.	Clerk's office	Permanent	29 U.S. §§ 1602.30 and 1602.31 CONFIDENTIAL CFR Title VII § 709(c)
Easements, Public Rights-of-Way	Clerk's office	Permanent	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
Election Expense Statement	Clerk's office	5 years	11 O.S. § 22-131 (A)(3)
Election Files - Includes copy of ballot, proclamations, resolutions, certificate of results.	Clerk's office	Permanent	11 O.S. § 22-131 (A)(3)
Electrical Code Inspection / Enforcement (City-owned Property) - Includes inspection reports by City Inspectors on City-owned property	Community Development	Permanent	11 O.S. § 22-131 (A)(3)
Electrical Code Inspection / Enforcement (Private Property) - Includes inspection reports by City Inspectors.	Community Development	5 years	11 O.S. § 22-131 (A)(3)

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E-mail - A message or electronic file sent or received by a public official using an e-mail account	All Departments	Discretionary, unless otherwise regulated by State or Federal law	PARTIALLY CONFIDENTIAL ORA 51 O.S. §§ 24A.7; 24A.8; 24A.9; 24A.12; and 24A.14
Emergency Operations Plan - Plan adopted which provides framework for handling major emergencies, disaster, or catastrophic events	Clerk's office/Police Department	Until replaced	11 O.S. § 22-131 (B)
Employee Benefit/Medical/Workers' Comp. Records	Clerk's office	Duration of employment plus 30 year; HIPAA-6 years	HIPAA 29 CFR § 1910.1020
Employee Personnel History File - Records pertinent to an employee's time of service. Contains application, job and pay rate records, performance evaluations, etc.	Clerk's office	Permanent	PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7 11 O.S. § 22-131 (B)
Employment Application File - All applications for employment with the City.	Clerk's office	2 years for applicants not hired, permanent or until employee status is inactive for City employee	PARTIALLY CONFIDENTIAL 29 CFR § 16-22.31 and ORA 51 O.S. § 24A.7 (Active City employee applications are public subject to personal information redactions)
Equipment Inventory - Inventories of all City-owned equipment and physical property. Includes inventories of vehicle giving vehicle number, year, model, make, manufacturer's identification number, gross vehicle weight rating, engine, body type, date purchased, vendor, cost, tire size, and tag number. Descriptions of other equipment inventories include quantity, description, make model number, serial number, date purchased, unit cost, invoice number, vendor and signature of responsible custodian.	All Departments	10 years	11 O.S. § 22-131 (A)(4)
Expunged Court Records	Municipal Court	10 years after order of expungement	22 O.S. § 19 (K)
Expunged Law Enforcement Records - Law enforcement records that are expunged as a matter of law.	Police Department	Permanent	CONFIDENTIAL 22 O.S. §§ 18 and 19
Fair Labor Standards Act Documentation (FLSA)	All Departments	3 years if no complaints are received	FLSA Section 11 (c)

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Family Medical Leave Act Records (FMLA)	Clerk's office	3 years if no complaints are received	29 CFR § 825.500 CONFIDENTIAL (Except U.S. Department of Labor)
Federal Emergency Management Agency (FEMA) Records - Records pertaining to declared disasters.	All Departments	3 years	FEMA
Financial Statements File - Financial data reflecting the general fiscal position of the City. Includes monthly statements recording monies allocated and spent against revenues from various sources. May also include quarterly, semiannual and annual reports.	Clerk's office	10 years	11 O.S. § 22-131 (A)(4)
Fire Incident Run Reports File - A record of fire and non-fire incidents which may include incident number; month; date; year; day of week; alarm time; arrival time; address of fire; occupant's name; method of alarm; type of situation found, action taken; number of personnel; engines and other vehicles at scene; units responding; incident-related injuries and deaths; property use; area and level of fire origin; termination stage; equipment involved and form of heat ignition; structure type, construction type and method; extent of damage; insurance; method of extinguishing; number of hydrants used; property damage classification; dollar loss and extent of damage; signature of person completing report.	Fire Department	Permanent	11 O.S. § 22-131 (B)
Fire/Police State Pension Plan File - Includes retirees records of the State pension plans for police and fire.	Clerk's office	Permanent	PARTIALLY CONFIDENTIAL
Garnishment File - Consists of a summary of garnishments with defendant's and plaintiff's names, which has been signed by the employee. Also includes a form documenting the amount withheld from the employee's wages.	Clerk's office	5 years or until pay out of garnishment	11 O.S. § 22-131 (A)(3)
Grant-In-Aid Files (State, Federal) - Due to the variety of federal grant programs and stipulations, each municipality must check with the administering governmental agency for the retention requirements for specific programs. It is recommended the retention period be recorded in this manual for ease of reference.	All Departments	5 years unless superseded by federal statute or regulation or until a disputed matter is resolved	

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<p>Grant Accounting File - Consists of financial documentation for each state or federal grant project. Records including monthly expenses and requests for payment, check copies, copy of grant applications, financial status reports, advance reports, special audit and bookkeeping requirement instructions and other working papers accumulated in the process of preparing accounting information to meet State and Federal regulations.</p>	All Departments	5 years unless superseded by federal statute or regulation or until a disputed matter is resolved	
<p>Grievance File (Employee Personnel Case File)</p>	Clerk's office	2 years or until termination of legal/labor proceedings	Oklahoma State Archives and Records Com. Records Schedule Sheet 9-1
<p>Health Insurance Portability and Accountability Act (HIPAA)</p>	Clerk's office	6 years	CONFIDENTIAL Public Law 104-91, Privacy Rule 45 CFR, Part 160(A)(E)
<p>Historic Preservation Files - Files include records relating to historical preservation programs and projects in the City. The records consist of files used in the restoration of individual historical structures or restoration projects encompassing an entire area of the City. Correspondence, plans and studies, progress reports, and grant records are often included.</p>	Planning Department	Permanent or until superseded	11 O.S. § 22-131 (B)
<p>House Number Lots - List of current streets and house numbers.</p>	Planning Department	Permanent or until superseded	
<p>Housing Dilapidated/Nuisances - Records relating to the demolition and boarding of buildings identified to City Council, by the Code Enforcement Manager, as either structurally unsound or unsecured. Usually includes initial inspectors report; legal ownership; and mortgage holder printouts; notices and letter to the property owner; contractor bid information and contract award information pertaining to the particular location; copies regarding contract award and payment; various photos and slides; contractor invoices and checklists; billing statements; work orders and paid receipts; releases of liens and miscellaneous notes, etc. pertaining to conversations with citizens, regarding the property location. Also includes certificates of mailing and/or certified mail receipts.</p>	Code Enforcement	5 years or until litigation is terminated	11 O.S. § 22-131 (A)(3)
<p>Injury / Illness Forms OK DOL 300 - 300A</p>	Clerk's Office	5 years	11 O.S. § 22-131 (B)

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Inspection Records - Records or reports pertaining to elevators, fire hydrants, bridges, buildings, plumbing, mechanical, electrical devices, lifting and hoisting devices, construction sites, permits, refuse, water, sanitary sewer, storm sewer, storm water quality, vehicles for hire and taxicab inspection documents.	All Departments	5 years	11 O.S. § 22-131 (A)(3)
Inspection Records (City Property)	Clerk's Office	Permanent	11 O.S. § 22-131 (A)
Insurance Policy File - File includes copies of all insurance policies, signed agreements, claims, and documents related to coverage for City employees, City officials, and City property.	Clerk's Office	5 years or until litigation is terminated	12 O.S. § 95 (1) Contracts
Interest Arbitration Awards	Clerk's Office	Permanent	11 O.S. Chapters 49 and 50
Job Evaluation Documentation - Reflects data used to provide a systematic basis for compensatory position or establishing pay schedules.	Clerk's Office	2 years or until superseded	
Journal Entries - Files consist of adjustments to financial accounts showing the debits and credits, reason for adjustment, date and amount.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)
Ledgers and Journals - Accounts containing a summary or receipts and disbursement by account and fund.	Clerk's Office	10 years	11 O.S. § 22-131 (A)(4)
Legal Opinions - Contains copies of legal opinions and memoranda prepared by the City Attorney	Clerk's Office	Permanent	CONFIDENTIAL Historical
Licenses Applications - All occupational licenses issued by the City such as electrical, mechanical, plumbing, beer/liquor licenses.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)
Maintenance Records - All maintenance records pertaining to City-owned and operated real and personal property.	All Departments	10 years - buildings; 5 years - personal property	11 O.S. § 22-131 (A)(3)
Maps and Plats - General reference maps of City development areas. Shows existing zoning.	Community Development	Permanent until superseded	11 O.S. § 22-131
Minutes and Agendas - Consists of minutes and agendas presented to the governing body, boards, and commissions at its official meetings if required by the Open Meeting Act (Journal of Council Proceedings).	All Departments	Permanent	11 O.S. § 22-131 (B)

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Municipal Codes - Prior year code books.	Clerk's Office	Permanent	
Municipal Criminal Court Convictions - Court records shall be defined as: a memorial or history of judicial proceedings in a case, commencing with the information and/or complaint and terminating with the judgement and /or appeal.	Municipal Court	5 years after close of case (10 years after close of case for DUI)	20 O.S. § 10056 (c) 11 O.S. § 22-131 (A)(3)
News Clippings, Scrapbooks, Photos - May include copies of news articles and photos pertaining to the municipality.	All Departments	Discretionary	Historical
Nuisance Abatement Files - Records relating to weed, trash, graffiti, inoperable vehicles on private property. Usually includes initial inspection report, photos, legal ownership printouts, notices and letters to property owner, certificate of mailing, copies of liens, contractor work orders, contractor invoices and photos, billing statements and paid receipts, releases of liens and miscellaneous notes pertaining to conversations with citizens regarding the property location.	Code Enforcement	5 years	11 O.S. § 22-131 (A)(3)
Oaths of Office - Includes oaths of office for elected and appointed officials.	Clerk's Office	Permanent	
Open Records Request	All Departments	Discretionary	ORA 51 O.S. § 24A.1
Ordinances - Includes ordinance number, title, text, date of passage, signatures, and any associated documents (i.e., memorandum, staff report).	Clerk's Office	Permanent	Historical
Parking Ticket File - Includes computerized information such as vehicle, date ticket issued, license plate number, ticket number, receipt number, date paid and name of vehicle owner.	Municipal Court	2 years	11 O.S. § 22-131 (A)(2)
Payroll Bank Statements/Reconciliations, Payroll Checks, Canceled - Consists of periodic statements from the bank showing electronic deposits and canceled payroll checks for receipts of wages, vacation pay or other payments for services rendered.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)

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Payroll Earnings Statement - Includes employee name, address, hours worked, gross pay, withholdings, social security number, net pay, and deductions.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3) Deductions, address, social security number, and net pay are CONFIDENTIAL under the ORA 51 O.S. § 24A.7)
Payroll Time Records - Includes employee's name, department, amount and type of leave time, compensatory time, and including overtime records.	All Departments	5 years or until litigation is terminated	20 CFR § 516 11 O.S. § 22-131(A)(3)
Pension Records - Includes information on active and retired City employees.	Clerk's Office/Employee Retirement	5 years from date of last payment	11 O.S. § 22-131 (B)
Permits - All permits issued by the City including but not limited to electrical, plumbing, gas fitters, building, storm water quality, traffic, work zone, elevator, vehicle for hire, vendor, if required will include the citizenship affidavit form.	Community Development	5 years	11 O.S. § 22-131 (A)(3)
Personnel Exit Interview Files - Questionnaire and comments from the exiting employee.	Clerk's Office	5 years or until litigation is terminated	29 CFR § 16-2.31
Personnel Hiring Documentation (Employee Application Files) - May include application for employment, resume, test scores, records check, and physical exam.	Clerk's Office	2 years after end of employee's service	29 CFR § 16-2.31
Personnel Job Audit Documentation - Reflects data compilation support of position reclassifications.	Clerk's Office	2 years or until litigation is terminated	29 CFR § 16-2.31
Personnel Job Classification Documentation - Includes job descriptions, performance evaluation forms and master task lists.	Clerk's Office	2 years or when superseded	29 CFR § 16-2.31
Personnel Policies and Procedures	Clerk's Office	Permanent until amended or replaced	
Personnel Selection Procedure Documentation - May include test results, evaluation forms, and letters of justification.	Clerk's Office	5 years or until litigation is terminated	29 CFR § 16-2.31
Petitions (Miscellaneous) - Includes petitions signed by citizens requesting action by City. Also includes annexation and assessment district petitions.	Clerk's Office	2 years or until litigation is terminated	11 O.S. § 22-131 (A)(2)
Petitions (recall) - Petitions submitted for the removal of the Mayor or Council member.	Clerk's Office	Destroy after term ends	
Petitions (Taxpayer Written Demands) - Resident taxpayers written demand to institute suit on failure of officers.	Clerk's Office	Permanent	62 O.S. §§ 372-373

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Petty Cash Records	All Departments	5 years	11 O.S. § 17-102 11 O.S. § 22-131 (A)(3) OCMC § 2-841
Plans - Includes comprehensive, neighborhood, and master plans adopted by the governing body.	Clerk's Office	Permanent	11 O.S. § 22-131 (B)
Policy, Procedures, or Training Manuals - Includes internal rules and regulations of the municipality sometimes separated by department. Often published in manual format or booklets. May include step-by-step procedures used as training manual for job functions.	All Departments	Until Superseded	11 O.S. § 22-131 (B)
Press Releases - All official news or press releases issued by the municipality.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)
Proclamations - All official proclamations issued by the Mayor.	Clerk's Office	5 years	11 O.S. § 22-131 (B)
Property Maintenance Code Inspections - Includes City Inspector's report of inspection and any addendum thereto, including reports of subsequent inspections and related correspondence, notices, etc.	Community Development	5 years	11 O.S. § 22-131 (A)(3)
Proposals - Includes requests for proposals, notice, proposals submittal statement, committee recommendation, and memorandums.	All Departments	5 years from proposal opening	11 O.S. § 22-131 (A)(3)
Public Notices - Includes notices of council, board, commission meetings and public hearings.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)
Publication Affidavits - Original, notarized, affidavit showing proof of publication in a local newspaper of general circulation.	Clerk's Office	5 years	11 O.S. § 22-131 (A)(3)
Purchase Order File - The file used to procure goods and services for the City. Usually consists of purchase orders, invoices, documenting number, date, department, description and quantity of item, account number, unit price, amount, and signature. May also include purchase requisitions and other supporting documentation used for justification and approval and procurement actions.	Clerk's Office	5 years after termination of purchase order or agreement, whichever is later	11 O.S. § 22-131 (A)(3)
Receipt Books - Books documenting monies received into City accounts from various sources. Includes date of payment or fund to which money belongs, receipt number and amount paid.	All Departments	10 years	11 O.S. § 22-131 (A)(4)
Record Disposal Forms - Includes a listing or description of records disposed of and the inclusive dates of the records.	Clerk's Office	Permanent	

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Requests for Records - Pursuant to open records requests	All Departments	Discretionary	11 O.S. § 22-131 (B)
Salary Survey Records - Wage determination results.	Clerk's Office	3 years or until litigation is terminated	FLSA
Schedule of Annual Meetings - List of regularly scheduled meetings of public bodies for the calendar year.	Clerk's Office	5 years	11 O.S. § 22-131 (B)
Sign and Banner Permits	Community Development	5 years	11 O.S. § 22-131 (A)(4)
Street Improvement Files - Files include bids, advertisements, contracts and assessment of property owners for street improvements. May also include resolutions and engineering reports.	Clerk's Office	15 years	11 O.S. § 22-131 (A)(5)
Surplus Property List - List of property owned by the City that has been declared surplus. May include resolutions, advertisements, notices and transfer papers.	Clerk's Office	10 years	11 O.S. § 22-131 (A)(4)
Tax Increment Financing Report (TIF) - May include reports.	Clerk's Office	Life of TIF plus 5 years	62 O.S. § 867 (A)
Time Cards/Time Sheets - Records pertaining to an employees leave time.	All Departments	3 years	29 CFR § 516
Titles and Other Ownership Information to Vehicles and Equipment - Includes certificates of titles to City-owned motor vehicles and equipment providing proof of ownership. May also include make and model, serial number and other identifying information.	Clerk's Office	Length of ownership plus 5 years	IRS Bond Compliance Regulations IRS Code § 6001 and § 6001-1 (a) of the Regulations
Traffic Violation Probations - Record of traffic violation probations in which all judgments are satisfied; including fines paid.	Municipal Court	5 years	11 O.S. § 22-131 (A)(3)
Training Files - Official training records of all employees who receive training, whether on or off the job. May include test scores or certificate of training from academies or other educational institutions. Certain records or notations may be included in the employee's personnel file.	All Departments	2 years	11 O.S. § 22-131 (B)
Training Records - Employee listing of safety training attended in Risk Management.	Clerk's Office	1 year	40 O.S. § 414

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<p>Unemployment Compensation Files - Files may contain correspondence sent to the municipality by the Employment Security Commission regarding claimant, copies of documents from claimant's official personnel file, certified main receipts worksheets, audit papers and copies of documents sent to the state by the municipality.</p>	Clerk's Office	3 years or until litigation is terminated	CONFIDENTIAL 40 O.S. § 4-508 and § 4-511
<p>Union Negotiation File - Records pertaining to the City's collective bargaining agreements including any labor negotiation records.</p>	Clerk's Office	1 year after contract expiration	
<p>Vandalism Reports - Record of damage and loss sustained by City including but not limited to attributable to theft, arson, vandalism, employee negligence, defective equipment, damage to structures and building, money and security losses, vehicle accidents where vehicles not owned by the City are involved in collisions with the City-owned property.</p>	Clerk's Office	5 years after settlement	11 O.S. § 22-131 (A)(3)
<p>Variance Requests - Building and zoning.</p>	Planning and Zoning	Permanent	11 O.S. § 22-131 (B)
<p>W-4 Forms - Withholding allowance certificates for state and federal income tax. Federal form filled out by the employee stating name, address, social security number, number of allowances claimed, and signature.</p>	Clerk's Office	4 years	11 O.S. § 22-131 (B)
<p>Wage Determination Surveys - Annual surveys conducted to research and support wage adjustment recommendations.</p>	Clerk's Office	Permanent until superseded	11 O.S. § 22-131 (B)
<p>Work Progress Report - Daily, weekly or monthly report that indicates work received, work completed, documents processed, etc.</p>	All Departments	3 years from close of grant or until litigation is terminated, whichever is later	
<p>Workers' Compensation Claim Files - (Certified Workplace Medical Plan) Files consist of accident reports, first report of injury, medical claims, bills, payment vouchers, doctor reports, hospital emergency room verifications, correspondence and other supporting documentation concerning injuries compensable under workers' compensation.</p>	Clerk's Office	CWMP documents - 5 years; permanent or until employee leaves or retires (minimum of 5 years)	PARTIALLY CONFIDENTIAL 51 O.S. § 24A.7
<p>Zoning Applications</p>	Planning and Zoning	5 years	11 O.S. § 22-131 (A)(3)

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***NOTE: Records not specifically mentioned herein or in 11 O.S. § 22-131 (A) are discretionary for all departments (11 O.S. § 22-131 (B)).**

RECORDS FOR DESTROY 12/07/21

EXPUNGED COURT RECORDS - 10 YEARS	
EXPUNGED TICKETS	1992
EXPUNGED TICKETS	1993
EXPUNGED TICKETS	1996
EXPUNGED TICKETS	1994-1995
EXPUNGED TICKETS	1997-1998
EXPUNGED TICKETS	1999-2000
EXPUNGED TICKETS	2000
EXPUNGED TICKETS	2003
EXPUNGED TICKETS	2004
EXPUNGED TICKETS	2005-2006
EXPUNGED TICKETS	2007
OLD COURT RECORDS	1990-2006
TREASURER - MONTH-END	
TREASURER-MONTH-END	04/06-6/06
TREASURER-MONTH-END	12/05-5/06
TREASURER-MONTH-END	4/05-7/05
TREASURER-MONTH-END	12/06-3/07
TREASURER-MONTH-END	2/2/2004
TREASURER-BANK STATEMENTS	2010-2014
	JULY -13 / OCT.-13
TREASURER-MONTH-END	11/1/10-2/29/11
TREASURER-MONTH-END	2005 - 2006
TREASURER-MONTH-END	11/08 - 2/09
TREASURER-MONTH-END	2008-2009
TREASURER-MONTH-END	6/30/2010
TREASURER-MONTH-END	6/30/2010
BID BOOKS & MONTH-END	08/05 - 11/05
BID BOOKS & REC REPORTS	7/03 - 6/04
TREASURER-MONTH-END	2006-2007
TREASURER-MONTH-END	8/06-11/06
TREASURER-MONTH-END	7/07-10/07
TREASURER-MONTH-END	11/08-2/09
TREASURER-MONTH-END	7/08-10/08
TREASURER-MONTH-END	12/04-3/05
TREASURER-MONTH-END	7/13-10/13
BANK STATEMENTS	2010-2014
BANK STATEMENTS	2015-2017
	7/1/2010-10/31/10
TREASURER - GENERAL LEDGER - 5 YEARS	
GENERAL LEDGER	1/06 - 8/06
FINANCIALS	1/05 - 8/05
GENERAL LEDGER	1/08-7/08
GENERAL LEDGER	5/07-12/07
GENERAL LEDGER	6/09-12/09
TREASURER - YEAR-END - 10 YEARS	
YEAR-END	6/30/2010
YEAR-END	6/30/2010
	6/30/2010
	2008-2010
	2010
	6/30/2007
ACCOUNTS PAYABLE	
ACCOUNTS PAYABLE	2014
ACCOUNTS PAYABLE	2015

BUILDING INSPECTOR - 5 YEARS	
BOX 6	
INSPECTIONS	1989
INSPECTIONS	1986
INSPECTIONS	1985
INSPECTIONS	1984
INSPECTIONS	1969
INSPECTIONS	1970
INSPECTIONS	1966
INSPECTIONS	1967
INSPECTIONS	1968
INSPECTIONS	1965
LICENSES & PERMITS	2010
	LATE 90'S - EARLY
SURVEY PLATS FOR HOMES	2000'S
FLOOD INSURANCE STUDY - MAYES COUNTY	8/28/2009
CHEROKEE NATION HOUSING REHAB	1/12/2012
BUDDY'S ROOF	5/8/2002
DOLLAR TREE - COOLERS & FREEZER INSTALL	5/23/2013
NTC ADMINISTRATION BUILDING 2 OF 2	9/10/2013
ROBERTS AUTO CENTER	8/27/2004
PRYOR CHAMBER - PROPOSED MKT STUDY	4/9/2014
RADON REDUCTION TECHNIQUES	Jan-88
ADDITION OF PARISH OF SAINT MARK	3/19/1991
FIRST UNITED METHODIST CHURCH - CLASSROOM ADD	8/12/2002
FIRST BAPTIST CHURCH PRESCHOOL ADD & RENO	8/8/1996
ST. MARK CATHOLIC CHURCH FIRE ALARM PLAN REVIEW	1/12/2010
ST. MARK CATHOLIC CHURCH FLOOR AND ATTIC SPRINKLER PLAN	2/4/2010
ST. MARK CATHOLIC CHURCH DRAINAGE REPORT (REVISED)	Jul-09
ST. MARK PARISH HYDRAULIC DESIGN INFO SHEETS	2/1/2010
BOX 7	
WALMART FIRE ALARM PLAN SUBMITTAL	3/24/2004
WALMART ADDITION	2/9/1989
GRAND VALLEY HOSPITAL ADDITION, ARCHITECTURAL, MECHANICAL/ELECTRICAL	1/1/1975
WALMART FIRE ALARM PLAN SUBMITTAL	3/11/2004
WALMART FINAL GEOTECHNICAL ENGINEERING REPORT	12/18/2003
INTEGRIS MAYES COUNTY MEDICAL - MRI ADDITION	2/14/2007
BRASSFIELD ESTATES HYDROLOGIC SUMMARY	7/24/2004
BRASSFIELD ESTATES SITE PLANS	5/12/2003
ELLIOTT PLAZA MEDICAL GROUP PROJECT MANUAL VOL 1&2	11/3/1998
ELLIOTT PLAZA EXPANSION OF MOB SERVICE STRIP CENTER PROJECT MANUAL	9/21/2002
MAYES COUNTY FARM BUREAU BUILDING	September-03
PEACHEATER LLC OFFICE BUILDING	Aug-08
PROJECT MANUAL PRYOR WARD	Mar-84
BOX 8	
FEMA MANAGING FLOODPLAIN DEVELOPMENT	Jul-95
LINCOLN EARLY CHILDHOOD CTR - ADDENDUMS 2, 3	10/20/2009
LINCOLN EARLY CHILDHOOD CTR - ADDENDUM 4	10/21/2009
LINCOLN EARLY CHILDHOOD CTR - ADDENDUM 1	10/14/2009
HIGH SCHOOL AUDITORIUM & DISTRICT WAREHOUSE REROOF	1/28/2010
HIGH SCHOOL ADDITION & RENOVATION ADDENDUM 1	1/8/2010
HIGH SCHOOL ADDITION & RENOVATION ADDENDUMS 2, 3	1/11/2010
HIGH SCHOOL ADDITION & RENOVATION ADDENDUM 4	1/13/2010
ROOSEVELT GYM ADDENDUM 1	8/7/2009
ROOSEVELT GYM ADDENDUM 2	8/11/2009

ROOSEVELT GYM ADDENDUM 3	8/17/2009
ROOSEVELT GYM ADDENDUMS 4, 5	8/18/2009
WHITNEY MANUFACTURING FRAMING SUMMARY	5/24/2004
FLOODPLAIN MANAGEMENT HANDBOOK	Sep-81
STORMWATER MANAGEMENT STUDY	Jan-90
ROOSEVELT ELEMENTARY PHASE II DRAINAGE REPORT	Oct-12
FLOODPLAIN INFO PRYOR CREEK & SALT BRANCH	May-74
AREA DISASTER PLAN	2004
15700 NATONAL INCIDENT MGMT SYSTEM COURSE CONTENT	2008
PC CITY EMPLOYEES	3/13/2007
NE TECH CTR ADMIN. BLDG - FUTURE BLDG	9/20/2012
ROOSEVELT ELEM FIRE ALARM PLAN REVIEW & SUBMITTALS	4/29/2013
ROOSEVELT ELEM PHASE II BLDG PLAN REVIEW COMMENTS	11/11/2012
ROOSEVELT ELEM DRAINAGE	9/14/2012
ROOSEVELT ELEM. FIRE SPRINKLER PLAN REVIEW COMMENTS	6/2/2013
TIGER SELF STORAGE PLANS - SITE PLAN & SURVEY PLAT	6/28/2013
TIGER MINI STORAGE SITE PLAN	6/13/2008
SEVERAL SIGN APPLICATIONS	
FEMA NATIONAL FLOOD INSURANCE PROGRAM-BIENNIAL RPT	May-07
CHRIS CURNUTT PROPOSED SHOP BLDG PERMIT	4/15/2004
NORTH STAR CHURCH	5/12/2011
VISUAL STRUCTURAL ASSESSMENT - ALLRED THEATER	7/8/2013
GANN LOUISE PROPERTY DETAIL	9/10/2013
ADAIR STREET BETTER BLOCK EVENT	5/23-24/14
OKLAHOMA TOBACCO SETTLEMENT ENDOWMENT TRUST	Jan-15
JEFFRIES MOBILE HOME PARK-LAND TITLE SURVEY	9/1/2009
SCHEDULE OF FEES AND CHARGES - REVIEW	11/18/2015
FLOOD INSURANCE STUDY - COPC	7/16/1987
COPC FINANCIAL STATEMENT	2/18/2014
THOMAS RESTAURANT PLANS	10/24/2006
GCGSA PROPOSED THIRD SOFTBALL FIELD	3/27/1998
JAY BISSELL SURVEY PLAT	5/27/1994
BACKFLOW PROTECTION	6/12/1991
ROBERTS AUTO CENTER HYDRAULIC CHECK	6/1/2011
HOMELAND FIRE ALARM SYSTEM RECORD OF COMPLETION	Nov-13
PRYOR JR. HIGH OUTDOOR RECREATIONAL AREA	9/16/2011
PRYOR CHAMBER MARKET STUDY AND GROWTH MGMT PLAN	Mar-08
OK CORP. COMM. UNDERGROUND STORAGE TANK CONSID.	10/8/1990
MUB TABLETOP EXERCISE SITUATION MANUAL	10/3/2011
FEDERAL WARNING SYSTEMS INFO	8/19/1994
OUTDOOR WARNING SYSTEMS GUIDE	3/1/1980
REPEATER MANUAL AND COPY	1/22/1985
OLD MANUALS ON RADIOS-KENWOOD, MOTOROLA, ICOM, ECONO-TUNER, GENERAL BINDING, UNIDEN, REGENCY, RADIUS, REALISTIC	
BOX 9	
OLD ZONING MAP WORKSHEET 2	6/30/2002
OLD COMMERCIAL ZONING AND USE STATISTICS	Sep-97
OLD STATE HIGHWAY 20 EAST LEG REALIGNMENT	
OLD SIDEWALK INVENTORY	
OLD NATURAL DETERMINANTS OF DEVELOPMENT	
OLD CITY PLANNING COMMISSION MAPS	
ANNEXATION LAND USE	2000
ANNEXATION RURAL SUBDIVISION ROAD INVENTORY	2000
OLD DISABILITY ACCESS SURVEY DOWNTOWN	
BOBBY BUCK PARK AND TRAIL PLAN	1999
FINAL PLATS - THE GARDENS	
THE GARDENS PUD PLAN	4/12/2000

BELMONT ADDITION

2/1/1984

SHRED LIST FOR DRAWING AND PLANS ACCORDING TO RETENTION POLICY
1404 Damon Drive (Floor Plan)
15 Tallgrass Circle (4-13-2010)
1st Baptist Church (11/05/82)
1st Christian Presbyterian Lobby Add & Interior Remodel (7-1-2010)
1st National Bank (11/12/80)
301 South Mill (No date)
Ed Davis (05/10/85)
605 Willow Court (No date)
7-11 Store (06/03/77)
Ambulance Building (No date)
American Bank (No date)
Architectural (1985)
Auditorium (No date) 1973
Autozone (1995)
Baptist Church (1981)
Baptist Church (1981)
Baptist Church North Hogan
Begg's Pharmacy Addition
Begg's Pharmacy Addition
Belmont (No date)
Belmont Addition - Replat Belmont Addition
Belmont Addition Pryor Creek OK
Belmont Twin Villa (02/01/84)
Bissell Utility Plan Southland Villa
Bob & Jo Realty
Bob Mozingo Lots 11-12 Block 6 Bren-wood
Brassfield Estates
Brassfield Estates-Second Amended
Brassfield Residence Elevations
Braum's (1978)
Brown's Auto Body
Bryan Street - E Bryan
Brynwood Park
Brynwood Park
Brynwood Park Dam (10/2002)
Buck's Car Wash
Century Bank Drive In (No date)
Cheek Motor Co. (1994)
Chouteau Lime
Chouteau Lime in Pryor
Church Building for Geasor Construction (04/02/64)
Church of Christ of Latter day Saints (09/1978)
Church of Latter Day Saints (02/20/84)
Church Side Addition (11/04/76)
Church Side Addition (1976) (two boxes)
Claremore Dog Shelter (11/16/85)
Colonial Estates (1971)
Colonial Estates (1971)
Colonial Estates Addition (No date)
Colonial Terrace Apartment (No date)
Concrete Batch Plant
Court House Parking Lot -East Side (No date)
Coverdell Belmont

Credit Union
Diana Fleak (1984)
Dr. Bissell South Villa
Easement Agreement (Stamper) OLD
East Manor (No date)
East Manor First - Nolan Jacobs (1973)
East Manor First (1973)
East Manor First (1973)
East Manor Second (1976)
East Manor Third (1977)
East Plains 1st (No date)
East Plains 3rd (1977)
East Plains Addition East Manor (1973)
East Manor Addition Overhead View
East Manor Third
East Manor Third (Senior Citizens N.E.)
East Plain 4th
East Plains
East Plains 1st (1973)
East Plains 4th Addition
East Plains First (1973)
East Plains III (1977)
East Plains IV
East Plains Proposed
East Plains Third
East Plains Third
East Plains Third (1977)
East Plains II (1976)
East Plains Second (1976) (2 boxes)
East Plains Third
East Side First Edition (Old)
Electrical (03/15/88)
Ellendale 3rd 2-3-70
Ellendale 2nd
Ellendale III Addition (1970)
Elliott Plaza (11/06/98)
Elliott Plaza (No date)
Elliott Plaza 9/23/02
FBC Parking
Fleming Addition Replat (1979)
Fleming Addition Replat
Flemings Addition (1966)
Flemings Replat (1979)
Frailley
Gable's Foodliner (09/16/61)
Git-N-Go
Glenwood Acres (1985)
Gracemont Addition (09/1969)
Graham Avenue - Methodist Church (No date)
Granger Addition (1979)
Grand Valley Hospital - Book of Specifications for Grand Valley Hospital
Grand Valley Hospital (Addition to) (11/08/67) Contains Book of Specifications
Grand Valley Hospital Renovations (1990)
Grandview Estates Lot 5 Block 1 (Plot Plan)
Green Acres (No date)

Green Acres Park (1983)
Green Acres Park (No date)
Green Country Mobile Home Park Roadway Dedication Plan (04/1991)
Hardee's (1996)
Hardee's (11/17/88)
Head Addition (No date)
Health Center (10/08/83)
Hoffman Purchase Cherokee Grant
Honeycutt Construction Inc. (3 South Cherokee Street)
Horner's Market (02/06/89)
House Plans for 429 North Hogan Bud Mozingo Builder
J.H.S.E. (08/1998)
J.L.'s
J.L.'s Bar-B-Q
J.L.'s Bar-B-Q
J.L.'s Site Plan
Jackson's Platt (04/26/71)
Jiffy Jim Store (No date)
Jim Phillips (No date)
John Wilkerson Rosewood Trace (No date)
Jr. High Parking Lot (01/28/90)
Jr. Mart
Junior High Phase I (08/12/75)
Junior High School (12/05/75)
Keyes (No date)
Kingdom Hall (No date)
Lakewood First (10/1972)
Lakewood IV Addition to City of Pryor Creek (02/1992)
Lakewood IV Addition to City of Pryor Creek (07/30/1991)
Lakewood Preliminary (04/1972) (4 boxes)
Lakewood 5
Lakewood 5 Addition (10/1993)
Lakewood 5th
Lakewood Second OLD
Lakewood Second (No date)
Lakewood II (New)
Lakewood III
Lakewood III (1984)
Lakewood IV -Owner's Certif. Deed of Dedication & Rest Covenants Lakewood IV Add. (0
Lakewood Preliminary
Lakewood Preliminary (04/1972)
Lakewood Preliminary (04/1972)
Lakewood Preliminary (04/1973)
Lakewood Second Addition
Lakewood Third Addition (No date)
Lakewood VI
Latter Day Saint Plat (1978)
Laundry (No date)
Lincoln - South Lincoln Subdivision (2001)
Lincoln School Addition (10/1977)
Lincoln Walkway (No date)
Little League Concession Stand
Livermore Apartments
Liverwood
Love's Building (07/29/91)

Lutheran Church (01/1987)
Mason Acres (1979) (3 boxes)
Mayes County Farm Bureau (No date)
Mayes County Federal Credit Union
Mayes County Federal Credit Union (1st & Rowe)
Mayor Roach (05/18/85)
McCory McLellan Green Store (08/1967)
McDonald's (849 South Mill Street)
McDonald's (No date)
Meadow Center (03/31/78)
Meadow Trace for Grand Lake Mental Health
Methodist Church (12/18/81)
Mid-American Industrial District Pryor OK
Mike Smith (South Rowe & SouthEast 1st)
Mike Smith Properties
Miller Addition (1968)
Mobile Home Park (08/1970)
Mobile Home Park (08/1970)
Morgans
Motel (No date)
Nazarene Church (No date)
Northland Estates (1977)
Oklahoma Military Department
O'Reilly Automotive, Inc. (29 North Mill Street Pryor Ok)
Otasco (1975)
Park Street - South Park (No date)
Phoenix Federal (10/12/83)
Physical Education Building (04/17/67)
Poplin & Blevins Building (10/13/77)
Prairie Village - South of Prairie Village (06/12/74)
Prairie Village (1972)
Prairie Village Apts. (1972) (two boxes)
Prairie Village (Old)
Prairie Village Shopping Center (No date)
Proposed Eight-Plex (06/06/79)
Pryor Auditorium (06/20/58)
Pryor Christian Center
Pryor Christian Center (12/9/1991)
Pryor Creek Apartments
Pryor Creek Apartments
Pryor High School (1969)
Pryor Lumber
Pryor Missionary Baptist Church
Realtor's Map Pryor Creek (No date)
Ridgeview Acres (No date)
Ridgeview Acres Second Addition 5-17-07
Ridgeview Preliminary (04/1986)
Rockers (1997)
Rockers (1997)
Rogers State College
Rosewood Trace (No date)
Russell Mosier
Safeway (04/30/76)
Safeway Store Incorporated (02/24/64)
Schools - Pryor Schools # 8 (04/02/92)

Schools - Pryor Schools 5 (1992)
Schools - Pryor Schools # 7 (04/02/82)
Schools - Remodeling Central Grade & High School (11/21/61)
Schools - Roosevelt Elementary (11/21/61)
Settle Engineering Co. (308 N.E. First Street)
Settle's Engineering
Sewer & Water Prairie Village (No date)
Shady Rest Apartments (1983)
Shelter House (02/26/90)
Sherwin Williams (05/19/89)
Sherwin Williams (11/11/83)
Smith & Jackson Addition
Smith Addition Preliminary Subdivision OLD
Soccer Field (02/22/87)
Soccer Fields (10/1997)
South Plains
South Plains
South Plains
South Plains Addition (12/1980) (or 1986)
South Plains (No date)
South Plains Preliminary Additions (07/1986)
South Ridge Addition (1970) Original 2nd
South Ridge Addition (No date)
Southland Villa (No date)
St. Marks Electrical
St. Marks 3-12-11
Standarized Sore Building Plans (High Plains Development Corporation)
Taco Bell
Taco Bell
Tap Jax (11/02/76)
Twin Villa (06/04/81)
Vargas (No date)
Ventre Villa II Apt Utilities
Venture Villa Apartments Stormwater
Victory (No date)
Vin Villa Apts. (1996)
Walmart (09/1987)
Walmart Center 49th Street
Walmart Development Plan (09/1987)
Walmart Plat
Wilkerson Collicot Prep (1050 Elliott)
Wilkerson South of 9th (1971)
Wilkerson Subdivision Bryan Wood Edition Preliminary
Wilkerson VII
Wilkerson VII
Wilkerson VII (1977)
Wilkinson (no date)
Wilkerson Addition (08/1972)
Wilkerson Prairie Village (No date)
Wilkerson VII (1977) (two boxes)



The industry standard for tracking... anything.

Tracker Products LLC

PO Box 1026
Florence Kentucky 41022

Invoice

TPINV-003370

Balance Due
\$3,700.00

Bill To

Pryor Police Department (OK)

214 S. Mill Street
Pryor
74361 OK
United States
<http://www.pryorpolice.com/>

Invoice Date : 01 Dec 2021
Terms : Net 21
Due Date : 22 Dec 2021

#	Item & Description	Site ID	Qty	Rate	Amount
1	ANNUAL-FLUID-HOSTED-IPY Fluid Items Per Year Licensing for the Hosted Version Read Only	220451	1.00 Each	0.00	0.00
2	SAFE 'Cloud Based' CAL License TP-S-CB-CAL - Annual Cloud Based SAFE License Including 250GB of cloud storage per License	85726db8	1.00 Each	3,700.00	3,700.00
Sub Total					3,700.00
Total					\$3,700.00
Balance Due					\$3,700.00

Notes

Thank you for your business.

Bank: Huntington Bank
Burlington, KY
Acct. #: 01720520102
ABA/routing #: 044000024
Swift Code: HUNTUS33

Payment Options





Coats, Darla <coatsd@pryorcreek.org>

FW: Scanned from Infrastructure Solutions Tulsa

3 messages

Steve Powell <steve.powell@isgengineering.com>

Tue, Nov 16, 2021 at 8:55 AM

To: "Long, Jessica" <longj@pryorcreek.org>, Houston Brittain <hbrittain@bb-ok.com>

Cc: "Larry Lees (leesl@pryorcreek.org)" <leesl@pryorcreek.org>, "Coats, Darla" <coatsd@pryorcreek.org>

Ladies and Gentlemen, the attached bid tabulation results and recommendations for the selection of Pro-Tech Roofing of Tulsa to repair and replace the roof of the Recreation Center is provided. We have conducted inquiries into the contractors qualifications and familiarity with the roofing system specified. We have determined this company has the experience and past successful projects of similar conditions to undertake this project. We have also contacted the Oklahoma General Accounting Office and the Oklahoma Better Business Bureau on this company. The company is registered in the State of Oklahoma for conducting residential and commercial roof repairs within the state as currently has no active investigations or complaints for the company.

We have recommended to the Board to award this contract to the selected contractor and move forward with contract completion and actual construction commencement. As this most likely work to be done during winter months so some of the work may be start and stop due to incimate weather conditions. Our goal here is to repair the roof so Spring rains do not cause additional damage to ceilings, walls and floor coverings.

If it is the wish of the Director, please let us know the date of the next Rec Board meeting for further actions which would be to take it to city council for authorization.

Steve Powell

-----Original Message-----

From: tulsaisgscan@gmail.com <tulsaisgscan@gmail.com>

Sent: Tuesday, November 16, 2021 8:42 AM

To: Steve Powell <steve.powell@isgengineering.com>

Subject: Scanned from Infrastructure Solutions Tulsa

Please open the attached document. It was scanned and sent to you using a Xerox Multifunction Printer.

Attachment File Type: pdf, Multi-Page

Multifunction Printer Location: Infrastructure Solutions Tulsa

Multifunction Printer Name: Xerox 7845

For more information please contact

Infrastructure Solutions

918-664-5500

**Scanned from a Xerox Multifunction Printer.pdf**

87K

Long, Jessica <longj@pryorcreek.org>

Tue, Nov 16, 2021 at 9:07 AM

To: Steve Powell <steve.powell@isgengineering.com>

Cc: Houston Brittain <hbrittain@bb-ok.com>, "Larry Lees (leesl@pryorcreek.org)" <leesl@pryorcreek.org>, "Coats, Darla" <coatsd@pryorcreek.org>

Hi Steve,



November 14, 2021

City of Pryor Creek
12 North Rowe Street
Pryor, OK 74362

**RE: Recreation Center Roof Replacement Project
PRY 21-08**

Dear Mayor and Council,

The above referenced project bids were received and opened on November 9, 2021 at 2:00 pm in the council chambers of City Hall. There were six bidders on the project. (See the attached Bid Tabulation for a detailed breakdown of each bid). After review of the bids, it was determined Pro-Tech Roofing, Inc. of Tulsa, OK., was the lowest responsive bidder in each Schedule and therefore the total of the 3 Schedules, with a combined bid of \$262,509.50. Pro-Tech Roofing has stated on their bid form once ordered, materials will be here in 3-4 weeks.

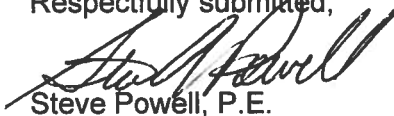
The Pryor Recreation Board has allocated sufficient funds to undertake this project including all Three Schedules. As the project is within budget, we recommend award of this contract to the lowest responsive bidder and immediately begin the process of construction commencement.

Our recommendation is to

1. Award the contract for Schedule I, Schedule II, and Schedule III for a total bid of \$262,509.50 to Pro-Tech Roofing, Inc. of Tulsa, OK.
2. **Encumber the funds sufficient to cover the above cost plus a contingency fund of 10% or \$26,000 to assist in the event additional work is discovered during the project. Therefore a total of approximately \$289,000 should be allocated to complete this project.**
3. A notice of Award should be executed for the full amount above stated.
4. The council should authorize the mayor to enter into an agreement with the selected contractor when presented with a contract for the amount herein stated.

If you have any questions concerning this project, please do not hesitate to contact us at (918) 664-5500.

Respectfully submitted,



Steve Powell, P.E.
Project Manager
Project # PRY 21-08



**INFRASTRUCTURE
SOLUTIONS GROUP, LLC**
Consulting Engineers

**City of Pryor Creek
Pryor Recreation Center Roof Replacement
PRY 21-08
Bid Opening 11-09-21, 2:00 PM**



No.	Company/Organization	Address	Bid Bond	Schedule I	Schedule II	Schedule III	Total
1	Pro-Tech Roofing, Inc	1107 N 105th E Place, Tulsa, OK 74116	Yes	64,003.50	19,607.50	178,898.50	262,509.50
2	Ground Zero Roofing & Const. LLC	P.O Box 1272 Newcastle, OK 73065	Yes	106,391.00	32,593.00	322,060.00	461,044.00
3	Allwine Roofing & Construction, Inc	3815 S 79th E Ave, Tulsa, OK 74145	Yes	184,352.00	56,476.00	269,855.00	510,683.00
4	Horizon Roofing & Const.	357 S. Commercial, Welch, OK. 74369	Letter of Credit	147,777.00	58,500.00	307,777.00	514,054.00
5	Dawson Roofing, Inc.	3486 E 480 Rd, Pryor, OK 74361	Yes	133,825.50	40,997.50	374,060.50	548,883.50
6	Joplin Roofing, Inc.	5471 Detch Elm Drive, Joplin, MO 64804	Yes	153,420.00	83,100.00	359,800.00	596,320.00

CERTIFIED AS TRUE AND CORRECT:

INFRASTRUCTURE SOLUTIONS GROUP, LLC

Steve Powell, P.E.