

**CITY OF PENSACOLA
DEFERRED COMPENSATION PENSION PLAN FOR
PROFESSIONAL, NON-CIVIL SERVICE APPOINTED EMPLOYEES**

ADOPTION AGREEMENT

GRAYROBINSON, P.A.
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN
ADOPTION AGREEMENT

By executing this Governmental Volume Submitter Money Purchase Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to establish or continue a Money Purchase Plan for its Employees. The Money Purchase Plan adopted by the Employer consists of the Governmental Defined Contribution Volume Submitter Plan and Trust Basic Plan Document #05 (the "BPD") and the elections made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

SECTION 1
EMPLOYER INFORMATION

The information contained in this Section 1 is informational only. The information set forth in this Section 1 may be modified without amending this Agreement. Any changes to this Section 1 may be accomplished by substituting a new Section 1 with the updated information. The information contained in this Section 1 is not required for qualification purposes and any changes to the provisions under this Section 1 will not affect the Employer's reliance on the IRS Favorable Letter.

1-1 EMPLOYER INFORMATION:

Name: City of Pensacola

Address: 222 West Main Street

City, State, Zip Code: Pensacola, Florida 32502

Telephone: (850) 453-1831

Fax: (850) 435-1700

1-2 EMPLOYER IDENTIFICATION NUMBER (EIN): 59-6000406

1-3 FORM OF BUSINESS:

☒ State or political subdivision of a State

☐ State agency or instrumentality

☐ Indian Tribal Government

☐ Describe other Employer qualified to adopt a Governmental Plan: _____

1-4 EMPLOYER'S TAX YEAR END: The Employer's tax year ends September 30th.

1-5 RELATED EMPLOYERS: Is the Employer part of a group of Related Employers (as defined in Section 1.78 of the Plan)?

☐ Yes

☐ No

If yes, Related Employers may be listed below. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

[Note: This AA §1-5 is for informational purposes. The failure to identify all Related Employers will not jeopardize the qualified status of the Plan.]

**SECTION 2
PLAN INFORMATION**

2-1 **PLAN NAME:** City of Pensacola Deferred Compensation Pension Plan for Professional, Non-Civil Service Appointed Employees.

2-2 **PLAN NUMBER:** 013

2-3 **TYPE OF PLAN:**

- ☒ (a) This Plan is a Money Purchase Defined Contribution Plan.
- ☐ (b) This Plan is a Money Purchase Defined Contribution Plan that is intended to be a FICA Replacement Plan (as defined under Section 4.03 of the Plan).

2-4 **PLAN YEAR:**

- ☐ (a) Calendar year.
- ☒ (b) The 12-consecutive month period ending on September 30th each year.
- ☐ (c) The Plan has a Short Plan Year running from _____ to _____.

2-5 **FROZEN PLAN:** Check this AA §2-5 if the Plan is a frozen Plan to which no contributions will be made.

- ☒ This Plan is a frozen Plan effective October 6, 1997, for any Employee electing to participate in the general pension and retirement fund pursuant to Section 9-8-2 of the City of Pensacola Code; and effective June 30, 2007, for any Employee electing to participate in the Florida Retirement System. (See Section 3.02(a)(1)(iv) of the Plan.)

[Note: As a frozen Plan, the Employer will not make any contributions with respect to Plan Compensation earned after such date and no Participant will be permitted to make any contributions to the Plan after such date. In addition, no Employee will become a Participant after the date the Plan is frozen.]

2-6 **PLAN ADMINISTRATOR:**

- ☒ (a) The Employer identified in AA §1-1.
- ☐ (b) Name: _____
- Address: _____
- Telephone: _____

**SECTION 3
ELIGIBLE EMPLOYEES**

3-1 **ELIGIBLE EMPLOYEES:** In addition to the Employees identified in Section 2.02 of the Plan, the following Employees are excluded from participation under the Plan. See Sections 2.02(d) and (e) of the Plan for rules regarding the effect on Plan participation if an Employee changes between an eligible and ineligible class of employment.

- ☐ (a) No exclusions
- ☐ (b) Collectively Bargained Employees
- ☐ (c) Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income
- ☐ (d) Leased Employees
- ☐ (e) Employees paid on an hourly basis
- ☐ (f) Employees paid on a salaried basis
- ☐ (g) Employees in an elected or appointed position
- ☐ (h) Part-Time Employees (as defined in Section 1.68 of the Plan)
- ☐ (i) Seasonal Employees (as defined in Section 1.84 of the Plan)
- ☐ (j) Temporary Employees (as defined in Section 1.88 of the Plan)

- ☒ (k) Other: Airport Security Personnel; Port Workers I, II and III; Temporary Employees; extra personal service Employees; administrative interns; student assistants; outreach librarians; seasonal Employees who do not work more than nine months per year; Custodial Workers; Independent Contractors; Employees whose employment is governed by the terms of a collective bargaining agreement and for whom such agreement does not expressly provide for benefits under this Plan; and all Employees hired after October 6, 1997 or any former civil service Employee changing status to non-civil service after October 6, 1997.

[Note: The elections under this AA §3-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsections (k).]

SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

4-1 **ELIGIBILITY REQUIREMENTS – MINIMUM AGE AND SERVICE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service conditions under this AA §4-1 will be eligible to participate under the Plan as of his/her Entry Date (as defined in AA §4-2 below).

(a) **Service Requirement.** An Eligible Employee must complete the following minimum service requirements to participate in the Plan.

- ☒ (1) There is no minimum service requirement for participation in the Plan.
- ☐ (2) _____ Year(s) of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
- ☐ (3) The completion of at least _____ Hours of Service during the first _____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
- ☐ (i) An Employee who completes the required Hours of Service satisfies eligibility at the end of the designated period, regardless if the Employee actually works for the entire period.
- ☐ (ii) An Employee who completes the required Hours of Service must also be employed continuously during the designated period of employment. See Section 2.03(a)(2) of the Plan for rules regarding the application of this subsection (ii).
- ☐ (4) The completion of _____ Hours of Service during an Eligibility Computation Period. [An Employee satisfies the service requirement immediately upon completion of the designated Hours of Service rather than at the end of the Eligibility Computation Period.]
- ☐ (5) Full-time Employees are eligible to participate as set forth in subsection (i). Employees who are “part-time” Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a full-time Employee is any Employee not defined in subsection (ii).
- (i) Full-time Employees must complete the following minimum service requirements to participate in the Plan:
- ☐ (A) There is no minimum service requirement for participation in the Plan.
- ☐ (B) The completion of at least _____ Hours of Service during the first _____ months of employment or the completion of a Year of Service (as defined in AA §4-3), if earlier.
- ☐ (C) Under the Elapsed Time method as defined in AA §4-3(c) below.
- ☐ (D) Describe: _____
- (ii) Part-time Employees must complete a Year of Service (as defined in AA §4-3). For this purpose, a part-time Employee is any Employee (including a temporary or seasonal Employee) whose normal work schedule is less than:
- ☐ (A) _____ hours per week.
- ☐ (B) _____ hours per month.
- ☐ (C) _____ hours per year.
- ☐ (6) Under the Elapsed Time method as defined in AA §4-3(c) below.
- ☐ (7) Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age to participate under the Plan.

☒ (1) There is no minimum age for Plan eligibility.

☐ (2) Age 21.

☐ (3) Age _____.

☐ (c) **Special eligibility rules.** The following special eligibility rules apply with respect to the Plan: _____

[Note: The elections under this AA §4-1 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions authorized under AA §6-6, unless elected otherwise under subsection (c). Subsection (c) may be used to apply the eligibility conditions selected under this AA §4-1 separately with respect to different Employee groups or different contribution formulas under the Plan. Any special eligibility rules must be definitely determinable.]

4-2 **ENTRY DATE:** An Eligible Employee (as defined in AA §3-1) who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date.

☒ (a) **Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).

☐ (b) **Semi-annual.** The first day of the 1st and 7th month of the Plan Year.

☐ (c) **Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.

☐ (d) **Monthly.** The first day of each calendar month.

☐ (e) **Payroll period.** The first day of the payroll period.

☐ (f) **The first day of the Plan Year.**

An Eligible Employee's Entry Date (as defined above) is determined based on when the Employee satisfies the minimum age and service requirements in AA §4-1. For this purpose, an Employee's Entry Date is the Entry Date:

☐ (g) **next following** satisfaction of the minimum age and service requirements.

☐ (h) **coinciding with or next following** satisfaction of the minimum age and service requirements.

☐ (i) **nearest** the satisfaction of the minimum age and service requirements.

☐ (j) **preceding** the satisfaction of the minimum age and service requirements.

This section may be used to describe any special rules for determining Entry Dates under the Plan. For example, if different Entry Date provisions apply for different groups of Employees, such different Entry Date provisions may be described below.

☐ (k) **Describe** any special rules that apply with respect to the Entry Dates under this AA §4-2: _____

[Note: The elections under this AA §4-2 apply to any Pick-Up Contributions selected under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (k). Any special rules under subsection (k) must be definitely determinable.]

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years. (See Section 2.03(a)(3)(i) of the Plan.) If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years. (See Section 2.03(a)(3)(ii) of the Plan.)

To override the default eligibility rules, complete the applicable sections of this AA §4-3. If this AA §4-3 is not completed, the default eligibility rules apply.

☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of _____ Hours of Service during an Eligibility Computation Period.

- ☐ (b) **Eligibility Computation Period (ECP).** The Plan will use Anniversary Years, unless more than one Year of Service is required under AA §4-1(a), in which case the Plan will shift to Plan Years if the Employee does not earn a Year of Service during the first Eligibility Computation Period. (See Section 2.03(a)(3)(ii) of the Plan.)
- ☐ (c) **Elapsed Time method.** Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a _____ period of service to participate in the Plan. (See Section 2.03(a)(6) of the Plan.)
- [Note: Under the Elapsed Time method, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Eligibility Computation Period designated in Section 2.03(a)(3) of the Plan.]*
- ☐ (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(5) of the Plan). The Equivalency Method will apply to:
- ☐ (1) All Employees.
- ☐ (2) Only Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked.
- Hours of Service for eligibility will be determined under the following Equivalency Method.
- ☐ (3) **Monthly.** 190 Hours of Service for each month worked.
- ☐ (4) **Weekly.** 45 Hours of Service for each week worked.
- ☐ (5) **Daily.** 10 Hours of Service for each day worked.
- ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.
- ☐ (e) **Special eligibility provisions:** _____

[Note: The elections under this AA §4-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (e). Any special rules under subsection (e) must be definitely determinable.]

4-4 EFFECTIVE DATE OF MINIMUM AGE AND SERVICE REQUIREMENTS. The minimum age and/or service requirements under AA §4-1 apply to all Employees under the Plan. An Employee will participate as of his/her Entry Date, taking into account all service with the Employer, including service earned prior to the Effective Date.

To allow Employees hired on a specified date to enter the Plan without regard to the minimum age and/or service conditions, complete this AA §4-4.

- ☐ An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service requirements (as designated below):
- ☐ (a) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable).
- ☐ (b) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).
- ☐ (c) _____ [insert date]

An Eligible Employee who is employed on the designated date will become eligible to participate in the Plan without regard to the minimum age and service requirements under AA §4-1. If both minimum age and service conditions are not waived, select (d) or (e) to designate which condition is waived under this AA §4-4.

- ☐ (d) This AA §4-4 only applies to the minimum service condition.
- ☐ (e) This AA §4-4 only applies to the minimum age condition.

The provisions of this AA §4-4 apply to all Eligible Employees employed on the designated date unless designated otherwise under subsection (f) or (g) below.

- ☐ (f) The provisions of this AA §4-4 apply to the following group of Employees employed on the designated date: _____
- ☐ (g) Describe special rules: _____

[Note: An Employee who is employed as of the date described in this AA §4-4 will be eligible to enter the Plan as of such date unless a different Entry Date is designated under subsection (g). Any special rules under subsection (g) must be definitely determinable.]

4-5 **SERVICE WITH PREDECESSOR EMPLOYER.** Service with the following Predecessor Employers will be counted for purposes of determining eligibility, vesting and allocation conditions under this Plan, unless designated otherwise under subsection (a) or (b) below. (See Sections 2.06, 3.07(b) and 6.07 of the Plan.)

☐ (a) The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer	Eligibility	Vesting	Allocation Conditions
<input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

☐ (b) Describe any special provisions applicable to Predecessor Employer service: _____

4-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for eligibility purposes, complete this AA §4-6. (See Section 2.07 of the Plan.)

☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate.

☐ (b) If an Employee incurs at least _____ Breaks in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining eligibility to participate. [Enter "0" if prior service will be disregarded for all rehired Employees.]

☐ (c) Describe: _____

SECTION 5 COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.89 of the Plan for a specific definition of the various types of Total Compensation.

☒ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[For purposes of determining Total Compensation, each definition includes Elective Deferrals, as defined in Section 1.35 of the Plan, pre-tax contributions to a Code §125 cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).]

5-2 **POST-SEVERANCE COMPENSATION.** Total Compensation includes post-severance compensation, to the extent provided in Section 1.89(b) of the Plan.

☐ (a) **Exclusion of post-severance compensation from Total Compensation.** The following amounts paid after a Participant's severance of employment are excluded from Total Compensation.

☐ (1) **Unused leave payments.** Payment for unused accrued bona fide sick, vacation, or other leave, but only if the Employee would have been able to use the leave if employment had continued.

☐ (2) **Deferred compensation.** Payments received by an Employee pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Employee at the same time if the Employee had continued in employment and only to the extent that the payment is includible in the Employee's gross income.

[Note: Plan Compensation (as defined in Section 1.72 of the Plan) includes any post-severance compensation amounts that are includible in Total Compensation. The Employer may elect to exclude all compensation paid after severance of employment from the definition of Plan Compensation under AA §5-3(f) or may elect to exclude specific types of post-severance compensation from Plan Compensation under AA §5-3(l).]

- ☐ (b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants.
- ☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.89(c) of the Plan.

5-3 **PLAN COMPENSATION:** Plan Compensation is **Total Compensation** (as defined in AA §5-1 above) with the following exclusions described below:

- ☐ (a) No exclusions.
- ☐ (b) Elective Deferrals (as defined in Section 1.35 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
- ☐ (c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
- ☐ (d) Compensation above \$ _____ is excluded.
- ☐ (e) Amounts received as a bonus are excluded.
- ☐ (f) Amounts received as commissions are excluded.
- ☐ (g) Overtime payments are excluded.
- ☐ (h) Amounts received for services performed for a non-signatory Related Employer are excluded. (See Section 2.02(c) of the Plan.)
- ☐ (i) "Deemed §125 compensation" as defined in Section 1.89(d) of the Plan.
- ☐ (j) Amounts received after termination of employment are excluded. (See Section 1.89(b) of the Plan.)
- ☐ (k) Differential Pay (as defined in Section 1.89(e) of the Plan).
- ☒ (l) Describe adjustments to Plan Compensation: incentive payments, court attendance payments, expense and automobile allowance payments or any other payments made to the Participants.

[Any modification under subsection (l) must be definitely determinable and preclude Employer discretion. The elections under this AA §5-3 apply to any Pick-Up Contributions authorized under AA §6-1(d) and any After-Tax Employee Contributions selected under AA §6-6, unless elected otherwise under subsection (l).]

5-4 **PERIOD FOR DETERMINING COMPENSATION.**

- (a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s). *[If a period other than the Plan Year applies, any reference to the Plan Year as it refers to Plan Compensation will be deemed to be a reference to the period designated under this AA §5-4.]*
- ☒ (1) The Plan Year.
- ☐ (2) The calendar year ending in the Plan Year.
- ☐ (3) The Employer's fiscal tax year ending in the Plan Year.
- ☐ (4) The 12-month period ending on _____ which ends during the Plan Year.
- (b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan will be taken into account. To count compensation for the entire Plan Year, including compensation earned while an individual is not a Participant, check below. (See Section 1.72(b) of the Plan.)
- ☐ All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.
- (c) **Few weeks rule.** The few weeks rule (as described in Section 5.02(c)(7)(ii) of the Plan) will not apply unless designated otherwise under this subsection (c).
- ☐ Amounts earned but not paid during a Limitation Year solely because of the timing of pay periods and pay dates shall be included in Total Compensation for the Limitation Year, provided the amounts are paid during the first few weeks of the next Limitation Year, the amounts are included on a uniform and consistent basis with respect to all similarly situated Employees, and no amounts are included in more than one Limitation Year.

SECTION 6
EMPLOYER AND EMPLOYEE CONTRIBUTIONS

6-1 **EMPLOYER / EMPLOYEE CONTRIBUTIONS.** The Employer/Employee may make the following contributions under the Plan:

- ☒ (a) Employer Contributions under AA §6-2
- ☐ (b) Voluntary After-Tax Employee Contributions under AA §6-6(a)
- ☐ (c) Mandatory After-Tax Employee Contributions under AA §6-6(b)
- ☐ (d) Employer Pick-Up Contributions under AA §6-6(c)

6-2 **EMPLOYER CONTRIBUTION FORMULA:** For the period designated in AA §6-4 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-5 below.

☐ (a) **Fixed contribution.**

- ☐ (1) **Fixed percentage.** ____ % of each Participant's Plan Compensation.
- ☐ (2) **Fixed dollar.** \$ _____ for each Participant.
- ☐ (3) **Determined in accordance with the terms of the Employment contract** between an Eligible Employee and the Employer. *[If this subsection (3) is checked, the provisions of an Employment contract addressing retirement benefits will override any selection under this AA §6-2.]*

☐ (b) **Permitted disparity contribution.**

☐ (1) **Individual method.** The Employer will contribute:

- ☐ (i) ____ % of each Participant's Plan Compensation plus
- ☐ (ii) ____ % of each Participant's Excess Compensation.

[Note: The percentage of Excess Compensation may not exceed the Maximum Disparity Rate. See Section 3.02(b)(2)(i)(C) of the Plan.]

☐ (2) **Group method.** The Employer will contribute ____ % (not more than 25%) of total Plan Compensation of all Participants who satisfy the allocation conditions under AA §6-5 below. The Employer Contribution will be allocated under the two-step method (as described in Section 3.02(a)(1)(i)(B)(I) of the Plan).

☐ (3) **Modification of permitted disparity rules.**

☐ (i) **Integration Level.** For purposes of determining the permitted disparity contribution under subsection (1) or (2) above, instead of the Taxable Wage Base (as defined in Section 1.87 of the Plan), the Integration Level is:

☐ (A) ____ % of the Taxable Wage Base, increased (but not above the Taxable Wage Base) to the next higher:

- | | |
|--------------------------------------|---------------------------------------|
| <input type="checkbox"/> (I) N/A | <input type="checkbox"/> (II) \$1 |
| <input type="checkbox"/> (III) \$100 | <input type="checkbox"/> (IV) \$1,000 |

☐ (B) \$ _____ (not to exceed the Taxable Wage Base)

☐ (C) 20% of the Taxable Wage Base

[Note: See Section 3.02(b)(2)(i)(C) of the Plan for rules regarding the Maximum Disparity Rate that may be used where an Integration Level other than the Taxable Wage Base is selected.]

☐ (ii) **Describe special rules for applying permitted disparity allocation formula:** _____

[Note: Any special rules under subsection (ii) must be definitely determinable.]

- ☒ (c) **Contribution for designated Employee groups.** The Employer will make an Employer Contribution to the Participants in the following designated groups. The amount to be contributed with respect to a designated Employee group will be determined under subsection (2) below.

- (1) **Designated Employee groups.** A separate Employer Contribution will be made to the following Employee groups:

- ☒ **Group 1:** Participants with less than five Years of Service.
- ☒ **Group 2:** Participants having between five and ten Years of Service.
- ☒ **Group 3:** Participants with more than ten Years of Service.
- ☐ **Group 4:** _____
- ☐ **Group 5:** _____
- ☐ **Additional group(s):** _____

[Note: The Employee groups designated above must be clearly defined in a manner that will not violate the definite allocation formula requirement of Treas. Reg. §1.401-1(b)(1)(i).]

- (2) **Employer Contribution percentages.**

- ☒ (i) The contribution for each Participant in **Group 1** will be:
- ☒ (A) 5% of Plan Compensation.
- ☐ (B) \$_____.
- ☐ (C) Maximum amount permitted under Code §415.
- ☐ (ii) The contribution for each Participant in **Group 2** will be:
- ☒ (A) 7.5% of Plan Compensation.
- ☐ (B) \$_____.
- ☐ (C) Maximum amount permitted under Code §415.
- ☐ (iii) The contribution for each Participant in **Group 3** will be:
- ☒ (A) 10% of Plan Compensation.
- ☐ (B) \$_____.
- ☐ (C) Maximum amount permitted under Code §415.
- ☐ (iv) The contribution for each Participant in **Group 4** will be:
- ☐ (A) _____% of Plan Compensation.
- ☐ (B) \$_____.
- ☐ (C) Maximum amount permitted under Code §415.
- ☐ (v) The contribution for each Participant in **Group 5** will be:
- ☐ (A) _____% of Plan Compensation.
- ☐ (B) \$_____.
- ☐ (C) Maximum amount permitted under Code §415.
- ☐ (vi) Describe the contribution for any additional groups designated under (1) above:

- ☐ (3) **Special rules.**

- ☐ (i) **More than one Employee group.** Unless designated otherwise under this subsection (i), if a Participant is in more than one allocation group described in (1) above during the Plan Year, the Participant will receive an Employer Contribution based on the Participant's status on the last day of the Plan Year. (See Section 3.02(b)(3) of the Plan.)

- ☐ **Determined separately for each Employee group.** If a Participant is in more than one allocation group during the Plan Year, the Participant's share of the Employer Contribution will be based on the Participant's status for the part of the year the Participant is in each allocation group.

☐ (ii) **Describe:** _____

[Note: Any special rules under subsection (ii) must be definitely determinable.]

- ☐ (d) **Age-based contribution.** The Employer will contribute _____% of each Participant's adjusted Plan Compensation. For this purpose, a Participant's adjusted Plan Compensation is determined by multiplying the Participant's Plan Compensation by an Actuarial Factor (as described in Section 1.03 of the Plan).

A Participant's Actuarial Factor is determined based on a specified interest rate and mortality table. Unless designated otherwise under (1) or (2) below, the Plan will use an applicable interest rate of 8.5% and a UP-1984 mortality table.

- ☐ (1) **Applicable interest rate.** Instead of 8.5%, the Plan will use an interest rate of _____% (must be between 7.5% and 8.5%) in determining a Participant's Actuarial Factor.
- ☐ (2) **Applicable mortality table.** Instead of the UP-1984 mortality table, the Plan will use the following mortality table in determining a Participant's Actuarial Factor: _____
- ☐ (3) **Describe special rules applicable to age-based allocation:** _____

[Note: See Exhibit A of the Plan for sample Actuarial Factors based on an 8.5% applicable interest rate and the UP-1984 mortality table. If an interest rate or mortality table other than 8.5% or UP-1984 is selected, appropriate Actuarial Factors must be calculated.]

- ☐ (e) **Service-based contribution.** The Employer will make the following contribution based on units of service designated under (3) – (5) below.

- ☐ (1) **Fixed percentage.** _____% of Plan Compensation paid for each period of service designated below.
- ☐ (2) **Fixed dollar.** \$_____ for each period of service designated below.

The service-based contribution will be based on the following periods of service:

- ☐ (3) Each Hour of Service
- ☐ (4) Each week of employment
- ☐ (5) Describe period: _____

The service-based contribution is subject to the following rules.

- ☐ (6) Describe any special provisions that apply to service-based contribution: _____

- ☐ (f) **Describe special rules for determining contributions under Plan:** _____

[Note: Any special rules under subsection (f) must be definitely determinable.]

6-3 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-3.

- ☐ (a) **Limit on Employer Contributions.** The Employer Contribution elected in AA §6-2 may not exceed:

- ☐ (1) _____% of Plan Compensation
- ☐ (2) \$_____
- ☐ (3) Describe: _____

- ☐ (b) **Offset of Employer Contribution.**

- ☐ (1) A Participant's contribution of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____ [insert name of plan(s)]. (See Section 3.02(b) of the Plan.)
- ☐ (2) In applying the offset under this subsection (b), the following rules apply: _____

- ☐ (c) **Special rules:** _____

[Note: Any special rules under subsection (c) must be definitely determinable.]

- 6-4 **PERIOD FOR DETERMINING EMPLOYER CONTRIBUTION.** Unless designated otherwise in this AA §6-4, in determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year.

Alternatively, instead of the Plan Year, the Employer Contributions will be determined based on Plan Compensation earned during the following period: *[The Plan Year must be used if the permitted disparity contribution formula is selected under AA §6-2(b) above.]*

- ☐ (a) Plan Year quarter
☐ (b) calendar month
☒ (c) payroll period
☐ (d) Other: _____

[Note: Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this AA §6-4, this does not require the Employer to actually make contributions on the basis of such period. Employer Contributions may be contributed to Participants at any time within the contribution period permitted under Treas. Reg. §1.415-6, regardless of the period selected under this AA §6-4.]

- 6-5 **ALLOCATION CONDITIONS.** A Participant must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan.

- ☒ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.
☐ (b) **Employment condition.** An Employee must be employed by the Employer on the last day of the Plan Year.
☐ (c) **Minimum service condition.** An Employee must be credited with at least:
☐ (1) _____ Hours of Service during the Plan Year.
☐ (i) Hours of Service are determined using actual Hours of Service.
☐ (ii) Hours of Service are determined using the following Equivalency Method (as defined under Section 2.03(a)(5) of the Plan):
☐ (A) Monthly ☐ (B) Weekly
☐ (C) Daily ☐ (D) Semi-monthly

- ☐ (2) _____ consecutive days of employment with the Employer during the Plan Year.
☐ (d) **Exceptions.**
☐ (1) The above allocation condition(s) will **not** apply if the Employee:
☐ (i) dies during the Plan Year.
☐ (ii) terminates employment due to becoming Disabled.
☐ (iii) terminates employment after attaining Normal Retirement Age.
☐ (iv) terminates employment after attaining Early Retirement Age.
☐ (v) is on an authorized leave of absence from the Employer.
☐ (2) The exceptions selected under subsection (1) will apply even if an Employee has not terminated employment at the time of the selected event(s).
☐ (3) The exceptions selected under subsection (1) do not apply to:
☐ (i) an employment condition under subsection (a) above.
☐ (ii) a minimum service condition under subsection (b) above.
☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

[Note: Any special rules under subsection (e) must be definitely determinable.]

6-6 AFTER-TAX EMPLOYEE CONTRIBUTIONS AND EMPLOYER PICK-UP CONTRIBUTIONS.

- ☐ (a) **Voluntary After-Tax Employee Contributions.** If permitted under this subsection (a), a Participant may contribute any amount as Voluntary After-Tax Employee Contributions up to the Code §415 Limitation (as defined in Section 5.02 of the Plan), except as limited under this subsection (a).

- ☐ (1) **Limits on Voluntary After-Tax Employee Contributions.** If this subsection (1) is checked, the following limits apply to Voluntary After-Tax Employee Contributions:

- ☐ (i) **Maximum limit.** A Participant may make Voluntary After-Tax Employee Contributions up to

☐ (A) _____% of Plan Compensation.

☐ (B) \$_____.

for the following period:

☐ (C) the entire Plan Year.

☐ (D) the portion of the Plan Year during which the Employee is eligible to participate.

☐ (E) each separate payroll period during which the Employee is eligible to participate.

- ☐ (ii) **Minimum limit.** The amount of Voluntary After-Tax Employee Contributions a Participant may make for any payroll period may not be less than:

☐ (A) _____% of Plan Compensation.

☐ (B) \$_____.

- ☐ (2) **Change or revocation of Voluntary After-Tax Employee Contributions.** In addition to the Participant's Entry Date under the Plan, a Participant's election to change or resume Voluntary After-Tax Employee Contributions will be effective as of the dates designated under the Voluntary After-Tax Employee Contribution election form or other written procedures adopted by the Plan Administrator. Alternatively, the Employer may designate under this subsection (2) specific dates as of which a Participant may change or resume Voluntary After-Tax Employee Contributions. (See Section 3.04 of the Plan.)

☐ (i) The first day of each calendar quarter.

☐ (ii) The first day of each Plan Year.

☐ (iii) The first day of each calendar month.

☐ (iv) The beginning of each payroll period.

☐ (v) Other:_____

[Note: A Participant must be permitted to change or revoke a Voluntary After-Tax Employee Contribution election at least once per year. Unless designated otherwise under subsection (v), a Participant may revoke an election to make Voluntary After-Tax Employee Contributions (on a prospective basis) at any time. This subsection (2) also applies to any Employer Pick-Up Contributions selected under subsection (c) below, unless designated otherwise under subsection (c)(2).]

- ☐ (3) **Other limits or special rules relating to Voluntary After-Tax Employee Contributions:**_____

[Note: Any limits described under this subsection (3) must be consistent with the provisions of Section 3.04 of the Plan.]

- ☐ (b) **Mandatory After-Tax Employee Contributions.** If this subsection (b) is checked, Employees are required to make Mandatory After-Tax Employee Contributions in order to participate under the Plan.

- ☐ (1) **Amount of Mandatory After-Tax Employee Contributions.** Employees are required to contribute the following amount in order to participate in the Plan:

☐ (i) _____% of each Employee's Total Compensation.

☐ (ii) \$_____ for each Participant.

☐ (iii) Describe rate or amount:_____

- ☐ (2) **Special rules applicable to Mandatory After-Tax Employee Contributions:**_____

- ☐ (c) **Employer Pick-Up Contributions.** Each Participant will be required to make a Pick-up Contribution to the Plan equal to the amount specified under this subsection (c). Any amounts contributed pursuant to this subsection (c) will be picked up by the Employer pursuant to Code §414(h) and will be treated as Employer Contributions under the Plan. Such contributions and earnings thereon will be 100% vested at all times. (See Section 3.03 of the Plan.)

- ☐ (1) The following amounts will be contributed to the Plan as an Employer Pick-Up Contribution:

- ☐ (i) _____ % of Plan Compensation.
☐ (ii) \$ _____ per pay period.
☐ (iii) Any amount from _____ % to _____ % of Plan Compensation, as designated by the Participant.

- ☐ (2) Special rules applicable to Employer Pick-Up Contributions: _____

[Note: Any Employer Pick-Up Contributions made under this subsection (c) must satisfy the requirements of Section 3.03 of the Plan. See AA §11-4 for an Employee's ability to elect out of making Employer Pick-Up Contributions.]

SECTION 7 RETIREMENT AGES

- 7-1 **NORMAL RETIREMENT AGE:** Normal Retirement Age under the Plan is:

- ☐ (a) Age _____ (not to exceed 65).
☐ (b) The later of age _____ (not to exceed 65) or the _____ (not to exceed 5th) anniversary of:
☐ (1) the Employee's participation commencement date (as defined in Section 1.64 of the Plan).
☐ (2) the Employee's employment commencement date.
☐ (c) _____ (may not be later than the maximum age permitted under subsection (b)).

[Note: Effective for Plan Years beginning on or after January 1, 2015 (or such later date as permitted under Notice 2012-29), the election of a Normal Retirement Age less than age 62 must comply with the requirements of Treas. Reg. §1.401(a)-1(b)(2).]

- 7-2 **EARLY RETIREMENT AGE:** Unless designated otherwise under this AA §7-2, there is no Early Retirement Age under the Plan.

- ☐ (a) A Participant reaches Early Retirement Age if he/she is still employed after attainment of each of the following:
☐ (1) Attainment of age _____
☐ (2) The _____ anniversary of the date the Employee commenced participation in the Plan, and/or
☐ (3) The completion of _____ Years of Service, determined as follows:
☐ (i) Same as for eligibility.
☐ (ii) Same as for vesting.
☐ (b) Describe: _____

SECTION 8
VESTING AND FORFEITURES

- 8-1 **VESTING OF EMPLOYER CONTRIBUTIONS.** The Employer Contributions authorized under AA §6 will vest in accordance with the vesting schedule designated under AA §8-2.
- 8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows. See Section 6.02 of the Plan for a description of the various vesting schedules under this AA §8-2.
- ☐ (a) **Vesting schedule:**
- ☒ (1) Full and immediate vesting.
- ☐ (2) Three-year cliff vesting schedule
- ☐ (3) Six-year graded vesting schedule
- ☐ (4) Modified vesting schedule
- ____ % after 1 Year of Service
- ____ % after 2 Years of Service
- ____ % after 3 Years of Service
- ____ % after 4 Years of Service
- ____ % after 5 Years of Service
- ____ % after 6 Years of Service
- ____ % after 7 Years of Service
- ____ % after 8 Years of Service
- ____ % after 9 Years of Service
- ____ % after 10 Years of Service
- ☐ (5) Other vesting schedule: _____
- ☐ (b) **Special provisions applicable to vesting schedule:** _____
- [Note: This subsection (b) may be used to apply a different vesting schedule for different contribution formulas or different Employee groups under the Plan.]*
- 8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, all service with the Employer counts for vesting purposes, unless designated otherwise under this AA §8-3.
- ☐ (a) Service before the original Effective Date of this Plan (or a Predecessor Plan) is excluded.
- ☐ (b) Service completed before the Employee's _____ birthday is excluded.
- ☐ (c) Describe vesting service exclusions: _____
- [Note: See Section 6.07 of the Plan and AA §4-5 for rules regarding the crediting of service with Predecessor Employers for purposes of vesting under the Plan.]*
- 8-4 **VESTING UPON DEATH, DISABILITY OR EARLY RETIREMENT AGE.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee
- ☐ (a) dies
- ☐ (b) becomes Disabled
- ☐ (c) reaches Early Retirement Age
- [Note: This AA §8-4 should not be completed if the Plan provides for 100% vesting for all contribution sources.]*

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply. *[Note: No election should be made under this AA §8-5 if full and immediate vesting is selected under AA §8-2.]*

- **Year of Service.** An Employee earns a Year of Service for vesting purposes upon completing 1,000 Hours of Service during a Vesting Computation Period. Hours of Service are calculated based on actual hours worked during the Vesting Computation Period. (See Section 1.56 of the Plan for the definition of Hours of Service.)
- **Vesting Computation Period.** The Vesting Computation Period is the Plan Year.

To override the default vesting rules, complete the applicable sections of this AA §8-5. If this AA §8-5 is not completed, the default vesting rules apply.

☐ (a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of _____ Hours of Service during a Vesting Computation Period.

☐ (b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is:

☐ (1) The 12-month period beginning with the Employee's date of hire and, for subsequent Vesting Computation Periods, the 12 month period beginning with the anniversary of the Employee's date of hire.

☐ (2) Describe: _____

[Note: Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.]

☐ (c) **Elapsed Time Method.** Instead of determining vesting service based on actual Hours of Service, vesting service will be determined under the Elapsed Time Method. If this subsection (c) is checked, service will be measured from the Employee's employment commencement date (or reemployment commencement date, if applicable) without regard to the Vesting Computation Period designated in Section 6.05 of the Plan. (See Section 6.04(b) of the Plan.)

☐ (d) **Equivalency Method.** For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 6.04(a)(2) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Only to Employees for whom the Employer does not maintain hourly records. For Employees for whom the Employer maintains hourly records, vesting will be determined based on actual hours worked.

Hours of Service for vesting will be determined under the following Equivalency Method.

☐ (3) **Monthly.** 190 Hours of Service for each month worked.

☐ (4) **Weekly.** 45 Hours of Service for each week worked.

☐ (5) **Daily.** 10 Hours of Service for each day worked.

☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period.

☐ (e) **Special rules:** _____

[Note: Any special rules under subsection (e) must be definitely determinable.]

8-6 **BREAKS IN SERVICE.** Generally, an Employee will be credited with all service earned with the Employer, including service earned prior to a Break in Service. To disregard service earned prior to a Break in Service for vesting purposes, complete this AA §8-6. (See Section 6.08 of the Plan.)

☐ (a) If an Employee incurs at least one Break in Service, the Plan will disregard all service earned prior to such Break in Service for purposes of determining vesting under the Plan.

☐ (b) If an Employee incurs at least _____ consecutive Breaks in Service, the Plan will disregard all service earned prior to such consecutive Breaks in Service for purposes of determining vesting under the Plan. *[Enter "0" if prior service will be disregarded for all rehired Employees.]*

☐ (c) Describe any special rules for applying the vesting Break in Service rules: _____

[Note: Any special rules under subsection (c) must be definitely determinable.]

8-7 ALLOCATION OF FORFEITURES.

The Employer may decide in its discretion how to treat forfeitures under the Plan. Alternatively, the Employer may designate under this AA §8-7 how forfeitures occurring during a Plan Year will be treated. (See Section 6.11 of the Plan.)

- ☒ (a) N/A. All contributions are 100% vested. *[Do not complete the rest of this AA §8-7.]*
- ☐ (b) Reallocated as additional Employer Contributions.
- ☐ (c) Used to reduce Employer Contributions.

For purposes of subsection (b) or (c), forfeitures will be applied:

- ☐ (d) for the Plan Year in which the forfeiture occurs.
- ☐ (e) for the Plan Year following the Plan Year in which the forfeitures occur.

Prior to applying forfeitures under subsection (b) or (c).

- ☐ (f) Forfeitures will be used to pay Plan expenses. (See Section 6.11(d) of the Plan.)
- ☐ (g) Forfeitures will not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as under AA §6-5, unless designated otherwise below.

- ☐ (h) Forfeitures are not subject any allocation conditions.
- ☐ (i) Forfeitures are subject to a last day of employment allocation condition.
- ☐ (j) Forfeitures are subject to a _____ Hours of Service minimum service requirement.

In determining the treatment of forfeitures under this AA §8-7, the following special rules apply:

- ☐ (k) Describe: _____

8-8 SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.

- (a) **Additional allocations.** If a terminated Participant receives a complete distribution of his/her vested Account Balance while still entitled to an additional allocation, the Cash-Out Distribution forfeiture provisions do not apply until the Participant receives a distribution of the additional amounts to be allocated. (See Section 6.10(a)(1) of the Plan.)

To modify the default Cash-Out Distribution forfeiture rules, complete this AA §8-8(a).

- ☐ The Cash-Out Distribution forfeiture provisions will apply if a terminated Participant takes a complete distribution, regardless of any additional allocations during the Plan Year.

- (b) **Timing of forfeitures.** A Participant who receives a Cash-Out Distribution (as defined in Section 6.10(a) of the Plan) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon a Cash-Out Distribution, complete this AA §8-8(b).

- ☐ A forfeiture will occur upon the completion of _____ consecutive Breaks in Service (as defined in Section 6.08 of the Plan).

SECTION 9
DISTRIBUTION PROVISIONS – TERMINATION OF EMPLOYMENT

9-1 AVAILABLE FORMS OF DISTRIBUTION.

Lump sum distribution. A Participant may take a distribution of his/her entire vested Account Balance in a single lump sum upon termination of employment. The Plan Administrator may, in its discretion, permit Participants to take distributions of less than their entire vested Account Balance provided, if the Plan Administrator permits multiple distributions, all Participants are allowed to take multiple distributions upon termination of employment. In addition, the Plan Administrator may permit a Participant to take partial distributions or installment distributions solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1.

- ☒ (a) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).
- ☒ (b) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity as described in Section 7.01 of the Plan.
- ☐ (c) **Describe distribution options:** _____

[Note: Any distribution option described in (c) may not be subject to the discretion of the Employer or Plan Administrator.]

9-2 PARTICIPANT AND SPOUSAL CONSENT.

- ☒ (a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of \$5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-2. If a Participant's vested Account Balance exceeds \$5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-2. See Sections 7.03 of the Plan for additional rules regarding the Participant consent requirements under the Plan.
- ☒ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(b) of the Plan for special rules upon Plan termination.)
- ☐ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to \$_____.
- ☐ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 7.05 of the Plan do not apply to any Involuntary Cash-Out Distribution below \$1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below \$1,000).
- ☐ (4) **Distribution upon attainment of stated age.** Participant consent will not be required with respect to distributions made upon attainment of Normal Retirement Age (or age 62, if later), regardless of the value of the Participant's vested Account Balance.
- ☐ (5) **Treatment of Rollover Contributions.** Unless elected otherwise under this (5), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 7.05 of the Plan. To include Rollover Contributions in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold, check this (5).
- ☐ (b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b). See Section 9.02 of the Plan for rules regarding Spousal consent under the Plan.
- ☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution or loan, provided the Participant's vested Account Balance does not exceed \$_____.
- ☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

- ☐ (c) Describe any special rules affecting Participant or Spousal consent: _____

[Note: Any special rules under subsection (c) must be definitely determinable.]

9-3 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

- (a) **Distribution of vested Account Balances exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance exceeding \$5,000 may receive a distribution of his/her vested Account Balance in any form permitted under AA §9-1 within a reasonable period following:

- ☒ (1) the date the Participant terminates employment.
☐ (2) the last day of the Plan Year during which the Participant terminates employment.
☐ (3) the first Valuation Date following the Participant's termination of employment.
☐ (4) the end of the calendar quarter following the date the Participant terminates employment.
☐ (5) attainment of Normal Retirement Age, death or becoming Disabled.
☐ (6) Describe: _____

[Note: Any special rules under subsection (6) must be definitely determinable.]

- (b) **Distribution of vested Account Balances not exceeding \$5,000.** A Participant who terminates employment with a vested Account Balance that does not exceed \$5,000 may receive a **lump sum** distribution of his/her vested Account Balance within a reasonable period following:

- ☒ (1) the date the Participant terminates employment.
☐ (2) the last day of the Plan Year during which the Participant terminates employment.
☐ (3) the first Valuation Date following the Participant's termination of employment.
☐ (4) the end of the calendar quarter following the date the Participant terminates employment.
☐ (5) Describe: _____

[Note: Any special rules under subsection (5) must be definitely determinable.]

- ☐ (c) **Alternate Cash-Out distribution threshold.** Instead of a vested Account Balance Cash-Out threshold of \$5,000, for purposes of applying the Cash-Out distribution provisions under this AA §9-3, the forms of distribution available under subsections (a) and (b) will be based on a vested Account Balance of \$_____.

- ☐ (d) **Describe additional distribution options:** _____

[Note: Any additional distribution option described in (d) may not be subject to the discretion of the Employer or Plan Administrator.]

9-4 **DISTRIBUTION UPON DISABILITY.** Unless designated otherwise under this AA §9-4, a Participant who terminates employment on account of becoming Disabled may receive a distribution of his/her vested Account Balance in the same manner as a regular distribution upon termination.

- (a) **Termination of Disabled Employee.**

- ☐ (1) **Immediate distribution.** Distribution will be made as soon as reasonable following the date the Participant terminates on account of becoming Disabled.
☐ (2) **Following year.** Distribution will be made as soon as reasonable following the last day of the Plan Year during which the Participant terminates on account of becoming Disabled.
☐ (3) **Describe:** _____

[Note: Any distribution event described in subsection (3) will apply uniformly to all Participants under the Plan and may not be subject to the discretion of the Employer or Plan Administrator.]

- (b) **Definition of Disabled.** A Participant is treated as Disabled if such Participant satisfies the conditions in Section 1.28 of the Plan.

To override this default definition, check below to select an alternative definition of Disabled to be used under the Plan.

- ☐ (1) The definition of Disabled is the same as defined in the Employer's Disability Insurance Plan.

- ☐ (2) The definition of Disabled is the same as defined under Section 223(d) of the Social Security Act for purposes of determining eligibility for Social Security benefits.
- ☐ (3) Alternative definition of Disabled: _____

9-5 DETERMINATION OF BENEFICIARY.

- (a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 7.07(c)(3) of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.
- ☐ If this subsection (a) is checked, the default beneficiaries under Section 7.07(c)(3) of the Plan are modified as follows: _____
- (b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).
- ☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan. (See Section 9.03 of the Plan.)
- (c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 7.07(c)(6) of the Plan.
- ☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[Note: Section 7.07(c)(6) of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 7.07(c)(6) of the Plan.]

SECTION 10 IN-SERVICE DISTRIBUTIONS AND REQUIRED MINIMUM DISTRIBUTIONS

10-1 AVAILABILITY OF IN-SERVICE DISTRIBUTIONS. A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §10-1.

- ☒ (a) No in-service distributions are permitted.
- ☐ (b) Attainment of age _____ [may not be earlier than age 62].
- ☐ (c) Attainment of Normal Retirement Age.

10-2 APPLICATION TO OTHER CONTRIBUTION SOURCES. If the Plan allows for Rollover Contributions under AA §C-2 or After-Tax Employee Contributions under AA §6-6, unless elected otherwise under this AA §10-2, a Participant may take an in-service distribution from his/her Rollover Account and After-Tax Employee Contribution Account at any time. Employer Pick-Up Contributions will not be eligible for in-service distribution.

Alternatively, if this AA §10-2 is completed, the following in-service distribution provisions apply for Rollover Contributions, After-Tax Employee Contributions and/or Employer Pick-Up Contributions:

Rollover After-Tax Pick-Up

- | | | | |
|--------------------------|--------------------------|--------------------------|--|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (a) No in-service distributions are permitted. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (b) Attainment of age _____. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (c) Attainment of Normal Retirement Age. |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (d) Attainment of Early Retirement Age |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | (e) Describe: _____ |

10-3 SPECIAL DISTRIBUTION RULES. No special distribution rules apply, unless specifically provided under this AA §10-3.

- ☐ (a) A Participant may take no more than _____ in-service distribution(s) in a Plan Year.
- ☐ (b) A Participant may not take an in-service distribution of less than \$_____ (may not exceed \$1,000).
- ☐ (c) A Participant may not take an in-service distribution of more than \$_____.
- ☐ (d) Other distribution rules:_____

10-4 REQUIRED MINIMUM DISTRIBUTIONS.

- (a) **Required distributions after death.** If a Participant dies before distributions begin and there is a Designated Beneficiary, the Participant or Beneficiary may elect on an individual basis whether the 5-year rule (as described in Section 8.06(a) of the Plan) or the life expectancy method described under Sections 8.02 of the Plan apply. See Section 8.06(b) of the Plan for rules regarding the timing of an election authorized under this AA §10-4.
- Alternatively, if selected under this subsection (a), any death distributions to a Designated Beneficiary will be made only under the 5-year rule.
- ☐ The five-year rule under Section 8.06(a) of the Plan applies (instead of the life expectancy method). Thus, the entire death benefit must be distributed by the end of the fifth year following the year of the Participant's death. Death distributions to a Designated Beneficiary may not be made under the life expectancy method.
- (b) **Waiver of Required Minimum Distribution for 2009.** For purposes of applying the Required Minimum Distribution rules for the 2009 Distribution Calendar Year, as described in Section 8.06(d) of the Plan, a Participant (including an Alternate Payee or beneficiary of a deceased Participant) who is eligible to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year may elect whether or not to receive the 2009 Required Minimum Distribution (or any portion of such distribution). If a Participant does not specifically elect to leave the 2009 Required Minimum Distribution in the Plan, such distribution will be made for the 2009 Distribution Calendar Year as set forth in Section 8 of the Plan.
- ☒ (1) **No Required Minimum Distribution for 2009.** If this box is checked, 2009 Required Minimum Distributions will not be made to Participants who are otherwise required to receive a Required Minimum Distribution for the 2009 Distribution Calendar Year under Section 8 of the Plan, unless the Participant elects to receive such distribution.
- ☐ (2) **Describe any special rules applicable to 2009 Required Minimum Distributions:** _____

**SECTION 11
MISCELLANEOUS PROVISIONS**

11-1 PLAN VALUATION. The Plan is valued **annually**, as of the last day of the Plan Year.

- ☐ (a) **Additional valuation dates.** In addition, the Plan will be valued on the following dates:
- ☒ (1) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
- ☐ (2) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
- ☐ (3) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
- ☐ (4) **Describe:**_____

[Note: The Employer may elect operationally to perform interim valuations, regardless of any selection in this subsection (a).]

- ☐ (b) **Special rules.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

11-2 SPECIAL RULES FOR APPLYING THE CODE §415 LIMITATION. The provisions under Section 5.02 of the Plan apply for purposes of determining the Code §415 Limitation.

Complete this AA §11-2 to override the default provisions that apply in determining the Code §415 Limitation under Section 5.02 of the Plan.

- ☐ (a) **Limitation Year.** Instead of the Plan Year, the Limitation Year is the 12-month period ending _____.

[Note: If the Plan has a short Plan Year for the first year of establishment, the Limitation Year is deemed to be the 12-month period ending on the last day of the short Plan Year.]

- ☐ (b) **Imputed compensation.** For purposes of applying the Code §415 Limitation, Total Compensation includes imputed compensation for a Nonhighly Compensated Participant who terminates employment on account of becoming Disabled. (See Section 5.02(c)(7)(iii) of the Plan.)

- ☐ (c) **Special rules:** _____

[Note: Any special rules under this subsection (c) must be consistent with the requirements of Code §415.]

11-3 HEART ACT PROVISIONS -- BENEFIT ACCRUALS. The benefit accrual provisions under Section 15.04 of the Plan do not apply. To apply the benefit accrual provisions under Section 15.04, check the box below.

- ☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.04 of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

11-4 ELECTION NOT TO PARTICIPATE (see Section 2.08 of the Plan). All Participants share in any allocation under this Plan and no Employee may waive out of Plan participation.

To allow Employees to make a one-time irrevocable waiver, check below.

- ☐ (a) An Employee may make a one-time irrevocable election not to participate under the Plan.
- ☐ (b) An Employee may make a one-time irrevocable election not to make Employer Pick-Up Contributions under the Plan.

APPENDIX A
SPECIAL EFFECTIVE DATES

- ☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows: _____
- ☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows: _____
- ☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows: _____
- ☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows: _____
- ☐ A-5 **After-Tax Employee and Pick-Up Contributions.** The provisions of the Plan addressing Employee After-Tax Contributions and Pick-Up Contribution provisions under AA §6-6 of the Plan are effective as follows: _____
- ☐ A-6 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows: _____
- ☐ A-7 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows: _____
- ☐ A-8 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows: _____
- ☐ A-9 **In-service distributions and Required Minimum Distributions.** The provisions regarding in-service distribution and Required Minimum Distributions under AA §10 are effective as follows: _____
- ☐ A-10 **Miscellaneous provisions.** The provisions under AA §11 are effective as follows: _____
- ☐ A-11 **Special effective date provisions for merged plans.** If any qualified retirement plans have been merged into this Plan, the provisions of Section 14.04 of the Plan apply as follows: _____
- ☐ A-12 **Other special effective dates:** _____

APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections. Any modifications to this Appendix B or any modifications to a separate loan policy describing the loan provisions selected under the Plan will not affect an Employer's reliance on the IRS Favorable Letter.

B-1 Are PARTICIPANT LOANS permitted? (See Section 13 of the Plan.)

- ☒ (a) Yes
☐ (b) No

B-2 LOAN PROCEDURES.

- ☐ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.
☒ (b) Loans will be provided under a separate written loan policy. *[If this subsection (b) is checked, do not complete the rest of this Appendix B.]*

B-3 AVAILABILITY OF LOANS. Participant loans are available to all active Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary (including an Alternate Payee under a QDRO). To override this default provision, check (a) and/or (b) below:

- ☐ (a) A former Employee or Beneficiary (including an Alternate Payee) who has a vested Account Balance may request a loan from the Plan.
☐ (b) A "limited participant" as defined in Section 3.05 of the Plan may not request a loan from the Plan.
☐ (c) An officer or director of the Employer, as defined for purposes of the Sarbanes-Oxley Act, may **not** request a loan from the Plan.

B-4 LOAN LIMITS. The default loan policy under Section 13.03 of the Plan allows Participants to take a loan provided all outstanding loans do not exceed 50% of the Participant's vested Account Balance. To override the default loan policy to allow loans up to \$10,000, even if greater than 50% of the Participant's vested Account Balance, check this AA §B-4.

- ☐ A Participant may take a loan equal to the greater of \$10,000 or 50% of the Participant's vested Account Balance. *[If this AA §B-4 is checked, the Participant may be required to provide adequate security as required under Section 13.06 of the Plan.]*

B-5 NUMBER OF LOANS. The default loan policy under Section 13.04 of the Plan restricts Participants to one loan outstanding at any time. To override the default loan policy and permit Participants to have more than one loan outstanding at any time, complete (a) or (b) below.

- ☐ (a) A Participant may have _____ loans outstanding at any time.
☐ (b) There are no restrictions on the number of loans a Participant may have outstanding at any time.

B-6 LOAN AMOUNT. The default loan policy under Section 13.04 of the Plan provides that a Participant may not receive a loan of less than \$1,000. To modify the minimum loan amount or to add a maximum loan amount, complete this AA §B-6.

- ☐ (a) There is no minimum loan amount.
☐ (b) The minimum loan amount is \$ _____.
☐ (c) The maximum loan amount is \$ _____.

B-7 INTEREST RATE. The default loan policy under Section 13.05 of the Plan provides for an interest rate commensurate with the interest rates charged by local commercial banks for similar loans. To override the default loan policy and provide a specific interest rate to be charged on Participant loans, complete this AA §B-7.

- ☐ (a) The prime interest rate
☐ (1) plus _____ percentage point(s).
☐ (b) Describe: _____

[Note: Any interest rate described in this AA §B-7 must be reasonable and must apply uniformly to all Participants.]

- B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans to hardship events, check this AA §B-8.
- ☐ (a) A Participant may only receive a Participant loan upon the demonstration of a hardship event, as described in Section 7.09(e)(1)(i) of the Plan.
- ☐ (b) A Participant may only receive a Participant loan under the following circumstances: _____
- B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.
- ☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.
- B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10:
- ☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.
- B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.
- ☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.
- ☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).
- ☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.
- B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10(a) of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.
- ☐ A Participant loan will not become due and payable in full upon the Participant's termination of employment.
- B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.
- ☐ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.
- B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.
- ☐ (a) A Participant may **not** renegotiate the terms of a loan.
- ☐ (b) The following special provisions apply with respect to renegotiated loans: _____
- B-15 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**
- ☐ The following special rules will apply with respect to Participant loans under the Plan: _____
- [Note: Any provision under this AA §B-15 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.]*

APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without amending this Agreement by substituting an updated Appendix C with new elections. The provisions selected under this Appendix C do not create qualification issues and any changes to the provisions under this Appendix C will not affect the Employer's reliance on the IRS Favorable Letter.

C-1 DIRECTION OF INVESTMENTS. Are Participants permitted to **direct investments**? (See Section 10.07 of the Plan.)

- ☐ (a) No
- ☒ (b) Yes
- ☐ (c) Describe any special rules that apply for purposes of direction of investments: _____

C-2 ROLLOVER CONTRIBUTIONS. Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

- ☒ (a) No
- ☐ (b) Yes
- ☐ (1) If this subsection (1) is checked, an Employee may not make a Rollover Contribution to the Plan prior to becoming a Participant in the Plan.
- ☒ (2) Check this subsection (2) if the Plan will not accept Rollover Contributions from former Employees.
- ☐ (3) Describe any special rules for accepting Rollover Contributions: _____

[Note: The Employer may designate in subsection (3) or in separate written procedures the extent to which it will accept rollovers from designated plan types. For example, the Employer may decide not to accept rollovers from certain designated plans (e.g., 403(b) plans, §457 plans or IRAs). Any special rollover procedures will apply uniformly to all Participants under the Plan.]

C-3 LIFE INSURANCE. Are **life insurance** investments permitted? (See Section 10.08 of the Plan.)

- ☒ (a) No
- ☐ (b) Yes

C-4 QDRO PROCEDURES. Do the **default QDRO** procedures under Section 11.05 of the Plan apply?

- ☐ (a) No
- ☒ (b) Yes
- ☐ The provisions of Section 11.05 are modified as follows: _____

EMPLOYER SIGNATURE PAGE

PURPOSE OF EXECUTION. This Signature Page is being executed to effect:

- ☐ (a) The adoption of a new plan, effective _____ [insert Effective Date of Plan]. [Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]
- ☒ (b) The restatement of an existing plan in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011-49.
- (1) Effective date of restatement: October 1, 2015, except to the extent required by applicable law. [Note: Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.]
- (2) Name of plan(s) being restated: City of Pensacola Deferred Compensation Pension Plan for Professional, Non-Civil Service Appointed Employees.
- (3) The original effective date of the plan(s) being restated: January 1, 1988.
- ☐ (c) An amendment or restatement of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
- (1) Effective Date(s) of amendment/restatement: _____
- (2) Name of plan being amended/restated: _____
- (3) The original effective date of the plan being amended/restated: _____
- (4) If Plan is being amended, identify Adoption Agreement sections being amended: _____

VOLUME SUBMITTER SPONSOR INFORMATION. The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

Name of Volume Submitter Sponsor (or authorized representative): GrayRobinson, P.A.

Address: 301 E. Pine Street, Suite 1400, Orlando, FL 32801

Telephone number: (407) 843-8880.

IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN. A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

City of Pensacola

(Name of Employer)

Richard Barker Jr.
(Name of authorized representative)

Chief Financial Officer/Plan Administrator
(Title)

(Signature)

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3/24/2016
(Date)

PPA Restatement – Governmental VS Plan [DC-BPD #05]

TRUSTEE DECLARATION

This Trustee Declaration may be used to identify the Trustees under the Plan. A separate Trustee Declaration may be used to identify different Trustees with different Trustee investment powers.

Effective date of Trustee Declaration: October 1, 2015

The Trustee's investment powers are:

- ☐ (a) **Discretionary.** The Trustee has discretion to invest Plan assets, unless specifically directed otherwise by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- ☒ (b) **Nondiscretionary.** The Trustee may only invest Plan assets, other than the Plan assets invested with Nationwide, as directed by the Plan Administrator, the Employer, an Investment Manager or other Named Fiduciary or, to the extent authorized under the Plan, a Plan Participant.
- ☒ (c) **Fully funded.** There is no Trustee under the Plan for the portion of the Plan assets invested at Nationwide because the Plan assets are funded exclusively with custodial accounts, annuity contracts and/or insurance contracts. (see Section 12.15 of the Plan.)
- ☐ (d) **Determined under a separate trust agreement.** The Trustee's investment powers are determined under a separate trust document which replaces (or is adopted in conjunction with) the trust provisions under the Plan.

Name of Trustee: _____

Title of Trust Agreement: _____

[Note: To qualify as a Volume Submitter Plan, any separate trust document used in conjunction with this Plan must be approved by the Internal Revenue Service. Any such approved trust agreement is incorporated as part of this Plan and must be attached hereto. The responsibilities, rights and powers of the Trustee are those specified in the separate trust agreement.]

Description of Trustee powers. This section can be used to describe any special trustee powers or any limitations on such powers. This section also may be used to impose any specific rules regarding the decision-making authority of individual trustees. In addition, this section can be used to limit the application of a trustee's responsibilities, e.g., by limiting trustee authority to only specific assets or investments.

☒ **Describe Trustee powers:** The following is substituted in lieu of Section 12.11 of the Plan:

12.11 Indemnification of Trustee. Except to the extent that it is judicially determined that the Trustee has acted with gross negligence or willful misconduct, the Employer shall indemnify, defend and hold harmless the Trustee (whether or not the Trustee has resigned or been removed) against any liabilities, losses, damages, and expenses, including attorney, accountant, and other advisory fees, incurred as a result of:

- (a) any action of the Trustee taken in good faith in accordance with any information, instruction, direction, or opinion given to the Trustee by the Employer, the Plan Administrator, investment manager, or legal counsel of the Employer, or any person or entity appointed by any of them and authorized to give any information, instruction, direction, or opinion to the Trustee;
- (b) the failure of the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them to make timely disclosure to the Trustee of information which any of them or any appointee knows or should know if it acted in a reasonably prudent manner; or
- (c) any breach of fiduciary duty by the Employer, the Plan Administrator, investment manager, or any person or entity appointed by any of them, other than such a breach which is caused by any failure of the Trustee to perform its duties under this Trust.

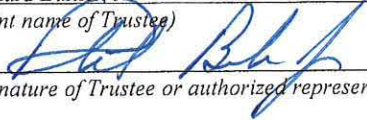
[The addition of special trustee powers under this section will not cause the Plan to lose Volume Submitter status provided such language merely modifies the administrative provisions applicable to the Trustee (such as provisions relating to investments and the duties of the Trustee). Any language added under this section may not conflict with any other provision of the Plan and may not result in a failure to qualify under Code §401(a).]

City of Pensacola Deferred Compensation Pension Plan for Professional,
Non-Civil Service Appointed Employees
Governmental Money Purchase Volume Submitter Plan
Trustee Declaration

Trustee Signature. By executing this Adoption Agreement, the designated Trustee(s) accept the responsibilities and obligations set forth under the Plan and Adoption Agreement. By signing this Trustee Declaration Page, the individual(s) below represent that they have the authority to sign on behalf of the Trustee. If a separate trust agreement is being used, list the name of the Trustee. No signature is required if a separate trust agreement is being used under the Plan or if there is no named Trustee under the Plan.

Richard Barker, Jr.

(Print name of Trustee)




(Signature of Trustee or authorized representative)

3/24/2016

(Date)

Cheryl Jackson

(Print name of Trustee)



(Signature of Trustee or authorized representative)

3/24/2016

(Date)