RESOLUTION 2020-077
OF THE COUNCIL OF THE CITY OF FORT COLLINS
AUTHORIZING EXECUTION OF RESOLUTIONS AND AGREEMENTS TO
FINALIZE TRANSITION OF CITY-SPONSORED 401(a) MONEY PURCHASE
PENSION PLANS, 457(b) DEFERRED COMPENSATION PLANS
AND POST-EMPLOYMENT HEALTH PLANS TO
NATIONWIDE RETIREMENT SOLUTIONS, INC.

WHEREAS, the City of Fort Collins (City) previously established 21 qualified 401(a) money purchase pension, 457(b) deferred compensation and retiree health savings plans (the "Plans") for the benefit of certain City employees based upon employment classifications; and

WHEREAS, the City entered into various administrative and trust agreements with International City Management Association Retirement Corporation ("ICMA-RC") with respect to administrative, recordkeeping and custodial services for the Plans; and

WHEREAS, the City recently, consistent with its required procurement process, selected Nationwide Retirement Solutions, Inc., along with its affiliates and subsidiaries (collectively "Nationwide") to provide administrative, recordkeeping and custodial services for the Plans, after a comprehensive search for a competitive, effective retirement recordkeeper; and

WHEREAS, effective June 1, 2020, the City entered into an administrative services agreement with Nationwide ("Nationwide ASA"); and

WHEREAS, City staff members, Nationwide staff members and legal counsel have worked diligently with ICMA-RC personnel to effectuate a smooth transition of assets held in each of the Plans and to remap each Plan from its existing Plan document onto the respective volume submitter governmental 401(a) money purchase pension plan, Section 457(b) deferred compensation plan or Post-Employment Health Plan documents (as applicable) maintained by Nationwide; and

WHEREAS, the City previously entered into intergovernmental agreements with the Poudre Fire Authority, an independent governmental entity ("PFA"), the Fort Collins, Colorado Downtown Development Authority, a body corporate and politic ("DDA"), and the Poudre River Public Library District, an independent governmental entity ("Library"), and such intergovernmental agreements call for the City to administer payroll and public retirements plans for PFA, DDA and Library; and

WHEREAS, Colorado Revised Statutes § 24-51-101, et seq., generally permits local government entities to affiliate with retirement plans established by municipalities; and

WHEREAS, the City has negotiated with PFA, DDA and Library an affiliation agreement between the City and each of these entities that, in connection with the transfer of recordkeeping and plan document services to Nationwide, memorializes the parties’
understanding of their affiliation and respective rights and responsibilities with respect to 401(a) money purchase pension plans and 457(b) deferred compensation plans established for the benefit of PFA, DDA and Library employees and the Nationwide ASA; and

WHEREAS, this Resolution comes before City Council to authorize execution of affiliation agreements with each affiliated entity in accordance with the terms agreed upon by the City and each affiliated entity, including the Affiliation Agreement between the City and Poudre Fire Authority, the Affiliation Agreement between the City and the Downtown Development Authority, and the Affiliation Agreement between the City and the Poudre River Library District (collectively, the “Affiliation Agreements”), substantially in the form shown on Exhibit A, attached hereto and incorporated herein by this reference; and

WHEREAS, the City, as the employer sponsoring the Plans, with Nationwide’s assistance, developed adoption agreements for each of the Plans that set out the rules that apply to each such Plan, including but not limited to the Plan’s eligibility requirements; the type, amount and method of contributions allowed in each Plan; the contribution vesting schedules and distributions options, including:

• the City of Fort Collins 457(b) Deferred Compensation Plan Adoption Agreement;
• the City of Fort Collins 401(a) Service Directors’ and Council Employees’ Plan Agreement; and
• the City of Fort Collins 401(a) Police Plan Agreement; and
• the City of Fort Collins 401(a) Unclassified and Classified Employees’ Plan Agreement; (collectively, the “City 401(a) and 457(b) Adoption Agreements”), substantially in the form shown on “Exhibit B,” attached hereto and incorporated herein by this reference; and

WHEREAS, the City and Nationwide developed trust agreements for the 401(a) and 457(b) Plans that describe the terms and conditions of establishing trusts, the custody of trust assets, and the maintenance of trust assets for the exclusive benefit of the City’s employees or their beneficiaries, including:

• the City of Fort Collins 457(b) Deferred Compensation Plan Trust Agreement;
• the City of Fort Collins 401(a) Service Directors’ and Council Employees’ Plan Trust Agreement; and
• the City of Fort Collins 401(a) Police Plan Trust Agreement; and
• the City of Fort Collins 401(a) Unclassified and Classified Employees’ Plan Trust Agreement; (collectively, the “City 401(a) and 457(b) Trust Agreements”), substantially in the form shown on “Exhibit C,” attached hereto and incorporated herein by this reference; and

WHEREAS, in the process of drafting the adoption and trust agreements, City and Nationwide staff members identified an opportunity to reduce the number of Plans and the burden of administering the original number of Plans by consolidating the Plans to 8 in number; and

WHEREAS, in order to effect the consolidation of Plans, the City resolves to merge certain of the Plans, effective as of September 18, 2020, in accordance with the requirements
of applicable Internal Revenue Code and Colorado Revised Statutes provisions, and direct
that associated administrative documents be executed; and

WHEREAS, after conferral with representatives of the Fraternal Order of Police Lodge
No. 3, the City is transferring assets held in retiree health savings plans on behalf of employees
in the collective bargaining agreement between the City and the Fraternal Order of Police
Lodge No. 3 to Post-Employment Health Plans offered through a Voluntary Employees’
Beneficiary Association Trust; and

WHEREAS, the City and Nationwide developed a Voluntary Employees’ Beneficiary
Association Trust Agreement for the Post-Employment Health Plans that describes the terms
and conditions of such trust, substantially in the form shown on Exhibit D, attached hereto and
incorporated herein by this reference; and

WHEREAS, the City and Nationwide developed a plan document for the Post
Employment Health Plan, the “City Post-Employment Health Plan,” substantially in the form
shown on Exhibit E, attached hereto and incorporated herein by this reference; and

WHEREAS, the City and Nationwide developed adopting resolutions for each of the
Post-Employment Health Plans including:
• the City of Fort Collins Police Plan Resolution; and
• the City of Fort Collins Police Inactive Plan Resolution; and
• the City of Fort Collins FOP Inactive Plan Resolution; and
• the City of Fort Collins Unclassified and Classified Plan Resolution; and
(collectively, the “City Post-Employment Health Plan Resolutions,” substantially in the form
shown on Exhibits F, attached hereto and incorporated herein by this reference; and

WHEREAS, by resolution, the City Council adopted an investment policy that grants
authority to the City’s Chief Financial Officer to adopt administrative procedures, with City
Manager approval, to accomplish operation of the City Council-approved investment policy;
and

WHEREAS, pursuant to such authority, the City’s Chief Financial Officer, with the City
Manager’s approval, adopted a financial administrative procedure that created a governance
committee with investment oversight responsibility; and

WHEREAS, the Plans may require amendments that are largely ministerial or
administrative in nature, such as an amendment to reflect a change in tax law, and authorizing
the Governance Committee to make such amendments would not infringe on the City’s full
authority to amend the Plans; and

WHEREAS, the adoption of the Plan, Agreements and Resolutions as described herein
and as offered by Nationwide will result in reduced recordkeeping and plan document
management service costs to the City.

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NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF FORT COLLINS as follows:

Section 1. That the City Council hereby makes any and all determinations and findings contained in the recitals set forth above.

Section 2. That the Council makes the following Plan merger resolutions effective as of September 18, 2020:

(1) that the City of Fort Collins Council Employees’ Plan and the City of Fort Collins Service Director’s Plan shall be merged, in accordance with applicable requirements of the Internal Revenue Code and Colorado law, to form the City of Fort Collins Service Directors’ and Council Employees’ Plan; and

(2) that The City of Fort Collins Unclassified Management Plan and The City of Fort Collins Classified Employees’ Plan shall be merged, in accordance with applicable requirements of the Internal Revenue Code and Colorado law, to form the City of Fort Collins Unclassified Management and Classified Employees’ Plan.

Section 3. That immediately after the Plan mergers referenced above in Section 2, each participant shall have an account balance in the merged Plan equal to the account balance each participant had in the merging Plan immediately prior to the merger. The mayor is hereby authorized to execute on behalf of the City any administrative documents necessary, including transfer and assignment documents, to effectuate said plan mergers.

Section 4. That the Mayor is hereby authorized to execute on behalf of the City each of the Affiliation Agreements attached hereto as Exhibit “A.”

Section 5. That the Mayor is hereby authorized to execute on behalf of the City each of the City 401(a) and 457(b) Adoption Agreements attached hereto as Exhibit “B.”

Section 6. That the Mayor is hereby authorized to execute on behalf of the City each of the City 401(a) and 457(b) Trust Agreements attached hereto as Exhibit “C.”

Section 7. That the Mayor is hereby authorized to execute on behalf of the City the Voluntary Employees’ Beneficiary Association Trust Agreement attached hereto as Exhibit “D.”

Section 8. That the Mayor is hereby authorized to execute on behalf of the City the City Post-Employment Health Plan attached hereto as Exhibit “E.”

Section 9. That the Mayor is hereby authorized execute on behalf of the City the City Post-Employment Health Plan Resolutions attached hereto as Exhibit “F.”

Section 10. That the assets of the City-sponsored Plans shall continue to be held and maintained in trust, with the City serving as trustee, for the exclusive benefit of the Plans' participants and their beneficiaries, and the assets shall not be diverted to any other purpose.
Section 11. That the Governance Committee is authorized to make ministerial or administrative amendments to the Plans, as may be required from time to time, to reflect changes in tax law and to make amendments that the Governance Committee believes are necessary and appropriate; provided, however, that the City Council otherwise retains its full authority to amend the Plans.

Section 12. That the Governance Committee is authorized to sign such other documents ancillary to the transition of the Plans to Nationwide as necessary to carry out the arrangements described in this Resolution and the attachments to it.

Passed and adopted at a regular meeting of the Council of the City of Fort Collins this 18th day of August, A.D. 2020.

[Signature]
Mayor

ATTEST:

[Signature]  [Seal]
City Clerk
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into as of September 18, 2020, by and between Poudre Fire Authority, an independent governmental entity ("PFA") and the City of Fort Collins, Colorado, a municipal corporation ("CFC"). PFA and CFC may be collectively referred to herein as the "parties" and individually as "party."

WHEREAS, PFA sponsors a qualified governmental Section 401(a) money purchase retirement plan for the benefit of the Poudre Fire Authority Chief (as may be amended from time to time, the "Chief's Plan") and an eligible Section 457(b) deferred compensation plan known as the Poudre Fire Authority 457(b) Deferred Compensation Plan (as may be amended from time to time, the "457(b) Plan"). Additionally, certain PFA employees participate in the City of Fort Collins Unclassified Management and Classified Employees' Plan (as may be amended from time to time, the "Unclassified and Classified Plan"), which is sponsored by CFC (the Chief's Plan, 457(b) Plan, and Unclassified and Classified Plan, collectively the "Plans," and each individually, a "Plan"). For the avoidance of doubt, this Agreement shall not cover any retirement plan not specifically listed in this paragraph.

WHEREAS, PFA is the employer and CFC is the plan administrator with respect to the Chief's Plan and 457(b) Plan, and both PFA and CFC are fiduciaries of each such Plan;

WHEREAS, CFC is the employer and plan administrator, and PFA is a participating employer, with respect to the Unclassified and Classified Plan, and CFC is the fiduciary of such Plan. PFA is a Plan fiduciary with respect to the Unclassified and Classified Plan only with respect to the assets that comprise the accounts of PFA's employees in such Plans.

WHEREAS, CFC formed a governance committee ("Governance Committee") and such committee has fiduciary responsibility for all CFC-sponsored retirement plans, including those it administers for affiliate entities like PFA.

WHEREAS, Colorado Revised Statutes § 24-51-101 generally permits local government entities to affiliate with retirement plans established by municipalities.

WHEREAS, on or around September 18, 2020, the parties desire to transfer the provision of recordkeeping services to the Plans from ICMA-RC to Nationwide Financial Services, Inc. (Nationwide Financial Services, Inc., along with its affiliates and subsidiaries, collectively "Nationwide"), and to remap each Plan from its existing Plan document onto the respective volume submitter governmental 401(a) money purchase retirement or Section 457(b) deferred compensation plan documents (as applicable) maintained by Nationwide.

WHEREAS, the various recordkeeping and plan document services provided by Nationwide to the Plans will be governed by an Administrative Services Agreement entered into by and between CFC and Nationwide (as may be amended from time to time, the "Nationwide ASA").
WHEREAS, in connection with the transfer of recordkeeping and plan document services to Nationwide, the parties intend to memorialize their understanding of their affiliation and respective rights and responsibilities with respect to the Plans and the Nationwide ASA in this Agreement.

THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which are hereby acknowledged, PFA and CFC agree as follows:

1. **Contributions.** PFA agrees to pay all contributions required of it under the Plans within the deadlines and to the extent required by the Internal Revenue Code and the terms of each respective Plan. No provision of this Agreement shall be interpreted to obligate CFC to pay any contributions from its own funds to satisfy PFA’s employee benefit obligations.

2. **Cooperation.** The parties will cooperate fully with one another and the Plans in any matters arising from or relating to the Plans and at all times will provide timely, complete, and accurate information, calculations and contributions as required to administer, operate, and maintain the Plans in accordance with their respective terms and the requirements of applicable law.

3. **Appointment and Delegation.** CFC hereby agrees to accept and undertake its continuing appointment as plan administrator of each of the Plans, and any and all applicable fiduciary duties and any duties assigned to an administrator thereunder. CFC agrees and acknowledges that its service as plan administrator of each of the Plans is an exercise of its role as a plan fiduciary for that respective Plan. PFA also hereby delegates to CFC, and CFC hereby agrees to accept and undertake, its investment authority and responsibilities with respect to each of the Plans, which shall include (but not be limited to) the duty to select, approve, monitor and remove (as appropriate) the Plan’s funding vehicle(s) and/or any applicable investment line-up or investment products under such funding vehicle(s), as well as to retain an investment advisor to advise on, maintain and monitor the respective investment line-up and investment products for each Plan. The Parties agree and acknowledge that unless an intergovernmental agreement between CFC and PFA requires compensation, CFC’s services as plan administrator and a fiduciary of the Chief’s Plan pursuant to this Agreement shall be uncompensated. Notwithstanding the foregoing sentence, the parties acknowledge that CFC reserves the right to allocate its costs related to sponsoring and/or administering the Plans to participants on the same basis as other CFC sponsored plans.

4. **Duties and Obligations; Coordination of Limits; CFC Retirement Committee.** CFC acknowledges, agrees and covenants to diligently perform its duties and obligations as plan administrator, delegate, and fiduciary of the Plans using a standard of care that a reasonable person would use in a similar situation, subject to and in accordance with all applicable laws, regulations, fiduciary standards, and the terms of all applicable Plan documents. Without limitation of the foregoing, CFC agrees to:

   (a) Ensure that PFA has at least one non-voting representative on the Governance Committee, and any other committees or bodies tasked by CFC or the Governance Committee with investment oversight of the Plans.
(b) Track and report to PFA, on an ongoing basis, all contributions made to the Poudre Fire Authority Chief’s account under all 401(a) retirement plans maintained by PFA or CFC in which the Poudre Fire Authority Chief participates. In the event that such contributions may reasonably be expected to exceed any applicable contribution or annual addition limitations imposed by the Internal Revenue Code and related regulations, CFC shall notify PFA prior to any violation of such limits and the parties shall coordinate to reduce contributions as necessary to avoid the violation of any such limits, to the extent permissible under applicable law and in accordance with the terms of the applicable retirement plans.

5. **Regular Updates.** CFC shall provide to PFA regular updates, reports, and other information regarding its administration of and duties concerning the Plans (solely with respect to PFA participants) to the extent administratively feasible as such information becomes available from Nationwide.

6. **Delegation.** CFC or the Governance Committee may delegate its plan administrator duties or functions with prior written notice to PFA.

7. **Resignation by CFC; Termination of Participation by CFC.** CFC shall be permitted to:

   (a) Resign as plan administrator of the Chief’s Plan or the 457(b) Plan at any time with ninety (90) days advance notice to PFA; provided that CFC shall remain the plan administrator of the respective Plan for such period of time as is necessary for PFA to either (i) appoint a replacement plan administrator or (ii) execute an Administrative Services Agreement between itself and Nationwide covering that respective Plan.

   (b) Resign as PFA’s delegate under this Agreement with respect to the Chief’s Plan or the 457(b) Plan at any time with ninety (90) days advance notice to PFA; provided that CFC shall remain PFA’s delegate with respect to the respective Plan for such period of time as is necessary for PFA to either (i) appoint a replacement delegate to assume the delegated duties or (ii) assume such duties itself.

   (c) With ninety (90) days advance notice to PFA, terminate PFA’s participation in the Unclassified and Classified Plan, provided that such termination(s) shall not be treated as a termination of the Plan with regard to PFA and will not be considered a distributable event for participants still employed with PFA.

8. **Termination of CFC; Withdrawal of PFA as Participating Employer.** PFA shall have the right to terminate CFC as plan administrator of, or PFA’s delegate with respect to, the Chief’s Plan or the 457(b) Plan at any time with ninety (90) days advance notice to CFC. PFA shall also have the right to withdraw as a participating employer in the Unclassified and Classified Plan, as permitted by the Plan document for such Plan, and such withdrawal will not be treated as a termination of the Plan with regard to PFA and will not be considered a distributable event for participants still employed with PFA.

9. **Obligations upon Resignation or Termination.**
(a) At the time action is taken pursuant to Section 7 or Section 8 above, CFC shall provide to PFA any and all records related to the respective Plan it may have created or received, including but not limited to participant records, distribution amounts and schedules, loan records and repayment schedules, Plan accounting records, and any other ongoing participant transactional activity logs, as well as any other data or information regarding the Plan that PFA may reasonably request. CFC shall also direct the transfer of any Plan assets held for the benefit of PFA employees or beneficiaries to PFA or to such other entity as PFA may designate and provide a final accounting of all Plan assets, as applicable. All such records, information, transfers, and requests shall be provided within such commercially prompt time frame as requested by PFA. For the avoidance of doubt, any removal of CFC as plan administrator or PFA’s delegate with respect to a Plan shall not be treated as amending, terminating, or otherwise altering such Plan in any other respect.

(b) After completing the transfer of records and assets under paragraph 9(a), above, CFC and the Governance Committee shall cease to be fiduciaries with respect to the transferred Plan(s), and the associated plan assets, participants and beneficiaries.

10. Changes to Plans.

(a) To the extent PFA makes material changes to the terms of the Chief’s Plan or the 457(b) Plan, to the extent it is administratively feasible, PFA will notify CFC of the changes in advance. For the avoidance of doubt, CFC shall not be authorized to amend, modify or terminate the Chief’s Plan or the 457(b) Plan at any time.

(b) Without limitation of PFA’s rights under Section 8 above, PFA shall have the ability to request that CFC make changes to the terms of the Unclassified and Classified Plan, and CFC shall make such requested changes, to the extent permitted under the terms of the Plan document, and to the extent that the requested changes affect only those participants who are PFA employees or the ability of PFA employees to participate in the Plan now or in the future. To the extent CFC makes material changes to the terms of the Unclassified and Classified Plan, to the extent such changes concern or affect PFA employees participating in such Plan, CFC will notify PFA of the changes in advance. Notwithstanding and in addition to the foregoing, CFC shall not make any amendments, modifications, or other changes to the Unclassified and Classified Plan affecting the eligibility, vesting or benefits of any PFA employee participating in such Plan, the ability of PFA employees to participate in such Plan now or in the future, or PFA’s participation in such Plan as a participating employer, without the prior written approval of PFA. For the avoidance of doubt, PFA shall not be authorized to amend, modify or terminate the Unclassified and Classified Plan at any time except to the extent permitted of a participating employer under the terms of the Plan document, and except as provided in this paragraph, PFA authorizes CFC to make amendments to the Unclassified and Classified Plan on its behalf to the extent permitted under Section 10.6 and Article VIII of the basic plan document of such Plan.

11. Removal of Chief’s Plan or 457(b) Plan from Nationwide ASA. PFA shall have the right to request in writing that CFC remove the Chief’s Plan or the 457(b) Plan from coverage
under the Nationwide ASA. Immediately upon receipt of such written request from PFA, and subject to the terms of the Nationwide ASA, CFC acknowledges, agrees and covenants to take all actions necessary to expeditiously remove the requested Plan or Plans from the Nationwide ASA, including but not limited to amending the Nationwide ASA to accomplish the same.

12. **Indemnification.** To the extent permitted under applicable law (including but not limited to the Colorado Governmental Immunity Act and the Colorado Constitution), each party (an “Indemnitor”) shall indemnify the other party, its employees, directors, and agents (collectively, “Indemnitees”) and hold the Indemnitees harmless against all damages, losses, liabilities, costs, charges, debts, fines, and expenses (including reasonable attorneys’ fees) arising from Indemnitor’s negligent acts or omissions, misrepresentations, breaches of fiduciary duty or nonfulfillment of any undertaking under this Agreement in connection with the Plans, including but not limited to engagement with the Internal Revenue Service or another governmental entity. The parties, by execution of this Agreement containing this indemnification clause, do not waive the operation of any law concerning each respective party’s ability to indemnify.

13. **Third-Party Actions.** If any third-party files a claim or action or makes a complaint against PFA, a Plan, or the Plans as a result of the performance or non-performance of any duties, obligations or responsibilities of CFC (or its agents) taken or failed to be taken under this Agreement, CFC agrees, to the extent permitted under applicable law, to cooperate fully with PFA and the respective Plan or Plans to defend against the claim, action or complaint. For all actions, PFA and CFC agree to cooperate fully with each other to defend against the claim, action or complaint.

14. **Notice.** Any notice required to be given under this Agreement, shall be sufficient and effective for all purposes if given via email to the Director of Administrative Services of PFA or to the Chief Human Resources Officer of CFC, or when placed in the US mail, postage prepaid and addressed to the party at its respective address below.

15. **Waiver.** Failure of a party to enforce any of the provisions of this Agreement, to enforce any rights with respect thereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity or enforceability of this Agreement. Failure of a party to enforce or exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

16. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such determination shall not affect the other terms or provisions hereof or the whole of this Agreement. Such terms or provisions will be deemed modified to the extent necessary in the court’s opinion to render such term or provision enforceable, and the rights, duties, obligations, agreements, covenants, representations, and warranties of the parties set forth herein will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties herein set forth.
17. **Force Majeure.** No party shall be in breach of this Agreement or be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by a force majeure event. The party experiencing any delay or failure as a result of any such force majeure event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other party; and (ii) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other party.

18. **Amendment of Agreement; Assignment.** This Agreement may be amended only by a writing executed by all parties. No party may assign this Agreement without the prior written consent of the other party.

19. **Termination of Agreement.** This Agreement shall automatically terminate as of the earlier of: (i) the date of termination of the Nationwide ASA (either by its terms or by a party thereto) or (ii) the date that action is taken by a party pursuant to Sections 7 or 8 above.

20. **Governing Law.** The laws of the state of Colorado shall govern this Agreement. Any litigation arising in connection with this Agreement shall be commenced solely in the applicable courts situated in Colorado.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, including by PDF, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by fax or via email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Poudre Fire Authority

By: Kristin Stephens

Print Name: Kristin Stephens
Title: Chair
Address: 300 Laporte Ave.
Fort Collins, CO 80522

The City of Fort Collins, Colorado

By: Mayor Wade Troxell
Print Name: MAYOR WADE TROXELL
Title: MAYOR
Address: 300 LAPORTE AVE
Fort Collins, CO 80521

Approved as to form:

Assistant City Attorney
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into as of June 1, 2020, by and between the Fort Collins, Colorado, Downtown Development Authority, a body corporate and politic (the "DDA"), and the City of Fort Collins, Colorado, a municipal corporation ("CFC"). The DDA and CFC may be collectively referred to herein as the "parties" and individually as "party."

WHEREAS, on April 21, 1981, the City Council of CFC adopted Ordinance No. 046, 1981, creating the DDA;

WHEREAS, the DDA was formed pursuant to, and is governed by, Colorado Revised Statutes § 31-25-801 et seq. (the "DDA Act");

WHEREAS, the DDA sponsors the Fort Collins, Colorado, Downtown Development Authority 457(b) Deferred Compensation Plan, an eligible deferred compensation Section 457 plan (the "Plan"), for the benefit of its employees;

WHEREAS, the DDA is the employer and CFC is the plan administrator with respect to the Plan, and both the DDA and CFC are fiduciaries of the Plan;

WHEREAS, CFC formed a governance committee ("Governance Committee") and such committee has fiduciary responsibility for all CFC-sponsored retirement plans, including those it administers for affiliate entities like the DDA;

WHEREAS, pursuant to Section 808(1)(f) of the DDA Act, the DDA is authorized to cooperate with the municipality in which the authority is located and any other governmental agency or other public body and to enter into contracts with any such agency or body;

WHEREAS, Colorado Revised Statutes § 24-51-101 generally permits local government entities to affiliate with retirement plans established by municipalities;

WHEREAS, on or around September 18, 2020, the parties desire to transfer the provision of various recordkeeping and plan document services to the Plan from ICMA-RC to Nationwide Financial Services, Inc. (Nationwide Financial Services, Inc., along with its affiliates and subsidiaries, collectively "Nationwide"), and to remap the Plan from its existing Plan document onto the Section 457(b) deferred compensation plan documents maintained by Nationwide;

WHEREAS, the various recordkeeping and plan document services provided by Nationwide to the Plan will be governed by the agreement entitled "Administrative Services Agreement for the Governmental 457(b) Deferred Compensation Plan and 401(a) Defined Contribution Plan of the City of Fort Collins, Colorado" entered into by and between CFC and Nationwide on May 20, 2020 (as may be amended from time to time, the "Nationwide ASA"); and
WHEREAS, in connection with the transfer of recordkeeping and plan document services to Nationwide, the parties intend to memorialize their understanding of their affiliation and respective rights and responsibilities with respect to the Plan and the Nationwide ASA in this Agreement.

THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which are hereby acknowledged, the DDA and CFC agree as follows:

1. Contributions. The DDA agrees to pay all contributions required of it under the Plan within the deadlines and to the extent required by the Internal Revenue Code and the terms the Plan. No provision of this Agreement shall be interpreted to obligate CFC to pay any contributions from its own funds to satisfy the DDA’s employee benefit obligations.

2. Cooperation. The parties will cooperate fully with one another and the Plan in any matters arising from or relating to the Plan and at all times will provide timely, complete, and accurate information, calculations and contributions as required to administer, operate, and maintain the Plan in accordance with its respective terms and the requirements of applicable law.

3. Appointment and Delegation. CFC hereby agrees to accept and undertake its continuing appointment as plan administrator of the Plan, and any and all applicable fiduciary duties and any duties assigned to an administrator thereunder. CFC agrees and acknowledges that its service as plan administrator of the Plan is an exercise of its role as a plan fiduciary for the respective Plan. The DDA also hereby delegates to CFC, and CFC hereby agrees to accept and undertake, its investment authority and responsibilities with respect to each of the Plan, which shall include (but not be limited to) the duty to select, approve, monitor and remove (as appropriate) the Plan’s funding vehicle(s) and/or any applicable investment line-up or investment products under such funding vehicle(s), as well as to retain an investment advisor to advise on, maintain and monitor the respective investment line-up and investment products for each Plan. The Parties agree and acknowledge that unless an intergovernmental agreement between CFC and the DDA requires compensation, CFC’s services as plan administrator and a fiduciary of the Plan pursuant to this Agreement shall be uncompensated. Notwithstanding the foregoing sentence, the parties acknowledge that CFC reserves the right to allocate its costs related to sponsoring and/or administering the Plan to participants on the same basis as other CFC sponsored plans. Such costs may include, and shall be limited to, outside counsel legal fees and expenses, investment adviser services, and expenses related to training CFC personnel with fiduciary obligations under the Plan.

4. Duties and Obligations: Coordination of Limits; CFC Retirement Committee. CFC acknowledges, agrees and covenants to diligently perform its duties and obligations as plan administrator, delegate, and fiduciary of the Plan using a standard of care that a reasonable retirement plan administrator would use in a similar situation, subject to and in accordance with all applicable laws, regulations, fiduciary standards, and the terms of all applicable Plan documents. Without limiting the generality of the foregoing, CFC agrees to
(a) Ensure that the DDA has at least one non-voting representative on the Governance Committee, and any other committees or bodies tasked by CFC or the Governance Committee with investment oversight of the Plan.

(b) Track and report to the DDA, on an ongoing basis, all contributions made under the Plan maintained by the DDA. In the event that such contributions may reasonably be expected to exceed any applicable contribution or annual addition limitations imposed by the Internal Revenue Code and related regulations, CFC shall notify the DDA prior to any violation of such limits and the parties shall coordinate to reduce contributions as necessary to avoid the violation of any such limits.

5. **Regular Updates.** CFC shall provide to the DDA commercially reasonable regular updates, reports, and other information regarding its administration of and duties concerning the Plan (solely with respect to the DDA participants), to the extent CFC has received, or could have received with commercial reasonable efforts, such information from Nationwide.

6. **Delegation.** CFC or the Governance Committee may delegate its plan administrator duties or functions with 120 days’ prior written notice to the DDA.

7. **Resignation by CFC; Termination of Participation by CFC.** CFC shall be permitted to resign as plan administrator of the Plan at any time with ninety (90) days’ prior written notice to the DDA; provided that CFC shall remain the plan administrator of the Plan for such period of time as is necessary for the DDA to either (i) appoint a replacement plan administrator or (ii) execute an administrative services agreement between itself and Nationwide covering the Plan.

8. **Termination of CFC.** The DDA shall have the right to terminate CFC as plan administrator of the Plan at any time with ninety (90) days’ prior written notice to CFC.

9. **Obligations upon Resignation or Termination.**

   (a) At the time action is taken pursuant to Section 7 or Section 8 above, CFC shall provide to the DDA any and all records related to the respective Plan it may have created or received, including but not limited to, participant records, distribution amounts and schedules, loan records and repayment schedules, Plan accounting records, and any other ongoing participant transactional activity logs, as well as any other data or information regarding the Plan that the DDA may reasonably request. All such records, information and requests shall be provided within such commercially prompt time frame as requested by the DDA. For the avoidance of doubt, any removal of CFC as plan administrator with respect to the Plan shall not be treated as amending, terminating, or otherwise altering the Plan in any other respect.

   (b) After completing the transfer of records under paragraph 9(a), above, CFC and the Governance Committee shall cease to be fiduciaries with respect to the transferred Plan, and the associated plan assets, participants and beneficiaries.

10. **Notice of Changes to Plan.**
To the extent the DDA makes material changes to the terms of the Plan, the DDA will notify CFC of the changes in advance. For the avoidance of doubt, CFC shall not be authorized to amend, modify or terminate the Plan at any time.

11. **Indemnification.** To the extent permitted under applicable law (including but not limited to the Colorado Governmental Immunity Act and the Colorado Constitution), each party (an "Indemnitor") shall indemnify the other party, its employees, directors, and agents (collectively, "Indemnitees") and hold the Indemnitees harmless against all damages, losses, liabilities, costs, charges, debts, fines, and expenses (including reasonable attorneys’ fees) arising from Indemnitor’s negligent acts or omissions, misrepresentations, breaches of fiduciary duty or nonfulfillment of any undertaking under this Agreement in connection with the Plan, or those of its employees, directors, or agents, including but not limited to engagement with the Internal Revenue Service or another governmental entity. The parties, by execution of this Agreement containing this indemnification clause, do not waive the operation of any law concerning each respective party’s ability to indemnify.

13. **Third-Party Actions.** If any third-party files a claim or action or makes a complaint against the DDA or the Plan as a result of the performance or non-performance of any duties, obligations or responsibilities of CFC (or its agents) taken or failed to be taken under this Agreement, CFC agrees, to the extent permitted under applicable law, to cooperate fully with the DDA and the Plan to defend against the claim, action or complaint. For all such claims, actions or complaints, the DDA and CFC agree to cooperate fully with each other to defend against the claim, action or complaint.

14. **Notice.** Notices or other communications regarding Plan updates, reports or other Plan information may be made via email to the Executive Director of the DDA or to the Chief Human Resources Officer of CFC. All other notices required or desired to be given under this Agreement, shall be in writing and may be personally delivered; sent by certified mail, return receipt requested; or sent by a nationally recognized receipted overnight delivery service, including the United States Postal Service, United Parcel Service or Federal Express for earliest delivery the next day. Any such notice shall be deemed to have been given and received as follows: when personally delivered to the party to whom it is addressed; when mailed, three delivery (3) days after deposit with the United States Postal Service, postage prepaid; and when by overnight delivery service, one (1) day after deposit in the custody of the delivery service. The addresses for the mailing or delivering of notices shall be as follows:

If to the DDA:  
Fort Collins Downtown Development Authority  
Attn: Matt Robenalt, Executive Director  
19 Old Town Square, Suite 230  
Fort Collins, Colorado 80524

With copy to:  
Liley Law Offices, LLC  
Attn: Joshua Liley  
419 Canyon Avenue, Suite 220  
Fort Collins, Colorado 80521
If to CFC: City of Fort Collins
P.O. Box 580
Fort Collins, Colorado 80522
Attn: Human Resources/Investment Administrator

With Copy to: City of Fort Collins
City Attorney’s Office
P.O. Box 580
Fort Collins, CO 80522

Notice of a change of address of a party shall be given in the same manner as all other notices as hereinabove provided.

15. Waiver. Failure of a party to enforce any of the provisions of this Agreement, to enforce any rights with respect thereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity or enforceability of this Agreement. Failure of a party to enforce or exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

16. Severability. If any term, provision or condition of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such determination shall not affect the other terms, provisions or conditions hereof or the whole of this Agreement. Such terms, provisions or conditions will be deemed modified to the extent necessary in the court’s opinion to render such term, provision or condition enforceable, and the rights, duties, obligations, agreements, covenants, representations, and warranties of the parties set forth herein will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties herein set forth.

17. Force Majeure. No party shall be in breach of this Agreement or be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by a force majeure event. The party experiencing any delay or failure as a result of any such force majeure event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other party; and (ii) use commercially reasonable efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other party.

18. Amendment of Agreement; Assignment. This Agreement may be amended only by a writing executed by all parties. No party may assign this Agreement without the prior written consent of the other party.

19. Termination of Agreement, Survival. This Agreement shall automatically terminate as of the earlier of: (i) the date of termination of the Nationwide ASA (either by its terms or by a party thereto) or (ii) the date that action is taken by a party pursuant to Sections 7 or 8 above. The parties agree that the termination of this Agreement shall not absolve either party of any
liability it may have to the other, including, by way of example and without limitation, a breach of fiduciary duty, or eliminate any obligations it may owe to the other, including, by way of example and not of limitation, obligations to indemnify or cooperate on third-party actions, resulting from or arising out of acts or omissions occurring prior to the date of termination.

20. **Governing Law.** The laws of the state of Colorado shall govern this Agreement. Jurisdiction and venue for any litigation arising in connection with this Agreement shall be exclusive to the District Court for the 8th Judicial District of Colorado (or such other district covering Larimer County as may be created in the future).

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by fax or via email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

22. **Agreement Limited to the Plan.** The parties agree that this Agreement shall pertain only to the Plan and shall not affect any other retirement plan.

23. **Subject to Annual Appropriation.** Any financial obligations of CFC or the DDA arising under this Agreement which are payable after the current fiscal year are contingent upon funds for that purpose being annually appropriated, budgeted and otherwise made available by the City Council of CFC, in its discretion, and the Board of Directors of the DDA, in its discretion.

[Signature Page Follows]
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

The Fort Collins, Colorado, Downtown Development Authority, a body corporate and politic

By:      
Jenny Schultz, Chair

ATTEST:

Cheryl Zimlich, Secretary

CITY OF FORT COLLINS, COLORADO,
a municipal corporation

By:      
Wade O. Troxell, Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM:

Senior Assistant City Attorney
AFFILIATION AGREEMENT

This Affiliation Agreement ("Agreement") is entered into as of [July 15, 2020], by and between Poudre River Public Library District, an independent governmental entity ("Library") and the City of Fort Collins, Colorado, a municipal corporation ("CFC"). Library and CFC may be collectively referred to herein as the "parties" and individually as "party."

WHEREAS, Library sponsors [Name of Plan on Adoption Agmt], a qualified governmental Section 401(a) money purchase retirement plan and [Name of 457 Plan on Adoption Agmt], an eligible Section 457(b) deferred compensation plan (the "Plans"), for the benefit of its employees. For the avoidance of doubt, this Agreement shall not cover any retirement plan not specifically listed in this paragraph.

WHEREAS, Library is the employer and CFC is the plan administrator with respect to the Plans, and both Library and CFC are fiduciaries of each such Plans;

WHEREAS, CFC formed a governance committee ("Governance Committee") and such committee has fiduciary responsibility for all CFC-sponsored retirement plans, including those it administers for affiliate entities like Library.

WHEREAS, Colorado Revised Statutes § 24-51-101 generally permits local government entities to affiliate with retirement plans established by municipalities.

WHEREAS, on or around [July 15, 2020], the parties desire to transfer the provision of recordkeeping services to the Plans from ICMA-RC to Nationwide Financial Services, Inc. (Nationwide Financial Services, Inc., along with its affiliates and subsidiaries, collectively "Nationwide"), and to remap each Plan from its existing Plan document onto the respective volume submitter governmental 401(a) money purchase retirement or Section 457(b) deferred compensation plan documents (as applicable) maintained by Nationwide.

WHEREAS, the various recordkeeping and plan document services provided by Nationwide to the Plans will be governed by an Administrative Services Agreement entered into by and between CFC and Nationwide (as may be amended from time to time, the "Nationwide ASA").

WHEREAS, in connection with the transfer of recordkeeping and plan document services to Nationwide, the parties intend to memorialize their understanding of their affiliation and respective rights and responsibilities with respect to the Plans and the Nationwide ASA in this Agreement.

THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which are hereby acknowledged, Library and CFC agree as follows:

1. Contributions. Library agrees to pay all contributions required of it under the Plans within the deadlines and to the extent required by the Internal Revenue Code and the terms of
each respective Plan. No provision of this Agreement shall be interpreted to obligate CFC to pay any contributions from its own funds to satisfy Library’s employee benefit obligations.

2. **Cooperation.** The parties will cooperate fully with one another and the Plans in any matters arising from or relating to the Plans and at all times will provide timely, complete, and accurate information, calculations and contributions as required to administer, operate, and maintain the Plans in accordance with their respective terms and the requirements of applicable law.

3. **Appointment and Delegation.** CFC hereby agrees to accept and undertake its continuing appointment as plan administrator of each of the Plans, and any and all applicable fiduciary duties and any duties assigned to an administrator thereunder. CFC agrees and acknowledges that its service as plan administrator of each of the Plans is an exercise of its role as a plan fiduciary for that respective Plan. Library also hereby delegates to CFC, and CFC hereby agrees to accept and undertake, its investment authority and responsibilities with respect to each of the Plans, which shall include (but not be limited to) the duty to select, approve, monitor and remove (as appropriate) the Plan’s funding vehicle(s) and/or any applicable investment line-up or investment products under such funding vehicle(s), as well as to retain an investment advisor to advise on, maintain and monitor the respective investment line-up and investment products for each Plan. The Parties agree and acknowledge that unless an intergovernmental agreement between CFC and Library requires compensation, CFC’s services as plan administrator and a fiduciary of the Plans pursuant to this Agreement shall be uncompensated. Notwithstanding the foregoing sentence, the parties acknowledge that CFC reserves the right to allocate its costs related to sponsoring and/or administering the Plans to participants on the same basis as other CFC sponsored plans.

4. **Duties and Obligations: Coordination of Limits; CFC Retirement Committee.** CFC acknowledges, agrees and covenants to diligently perform its duties and obligations as plan administrator, delegate, and fiduciary of the Plans using a standard of care that a reasonable person would use in a similar situation, subject to and in accordance with all applicable laws, regulations, fiduciary standards, and the terms of all applicable Plan documents. Without limitation of the foregoing, CFC agrees to

   (a) Ensure that Library has at least one non-voting representative on the Governance Committee, and any other committees or bodies tasked by CFC or the Governance Committee with investment oversight of the Plans.

   (b) Track and report to Library, on an ongoing basis, all contributions made under the Plans maintained by Library. In the event that such contributions may reasonably be expected to exceed any applicable contribution or annual addition limitations imposed by the Internal Revenue Code and related regulations, CFC shall notify Library prior to any violation of such limits and the parties shall coordinate to reduce contributions as necessary to avoid the violation of any such limits, to the extent permissible under applicable law and in accordance with the terms of the applicable retirement plans.
5. **Regular Updates.** CFC shall provide to Library regular updates, reports, and other information regarding its administration of and duties concerning the Plans (solely with respect to Library participants) to the extent administratively feasible as such information becomes available from Nationwide.

6. **Delegation.** CFC or the Governance Committee may delegate its plan administrator duties or functions with prior written notice to Library.

7. **Resignation by CFC; Termination of Participation by CFC.** CFC shall be permitted to resign as plan administrator of the Plans at any time with ninety (90) days advance notice to Library; provided that CFC shall remain the plan administrator of the respective Plan for such period of time as is necessary for Library to either (i) appoint a replacement plan administrator or (ii) execute an Administrative Services Agreement between itself and Nationwide covering that respective Plan.

8. **Termination of CFC.** Library shall have the right to terminate CFC as plan administrator of the Plans at any time with ninety (90) days advance notice to CFC.

9. **Obligations upon Resignation or Termination.**

   (a) At the time action is taken pursuant to Section 7 or Section 8 above, CFC shall provide to Library any and all records related to the respective Plans it may have created or received, including but not limited to participant records, distribution amounts and schedules, loan records and repayment schedules, Plans accounting records, and any other ongoing participant transactional activity logs, as well as any other data or information regarding the Plans that Library may reasonably request. All such records, information and requests shall be provided within such commercially prompt time frame as requested by Library. For the avoidance of doubt, any removal of CFC as plan administrator with respect to a Plan shall not be treated as amending, terminating, or otherwise altering such Plan in any other respect.

   (b) After completing the transfer of records under paragraph 9(a), above, CFC and the Governance Committee shall cease to be fiduciaries with respect to the transferred Plan(s), and the associated plan assets, participants and beneficiaries.

10. **Notice of Changes to Plans.**

    To the extent Library makes material changes to the terms of the Plans, to the extent it is administratively feasible, Library will notify CFC of the changes in advance. For the avoidance of doubt, CFC shall not be authorized to amend, modify or terminate the Plans at any time.

11. **Indemnification.** To the extent permitted under applicable law (including but not limited to the Colorado Governmental Immunity Act and the Colorado Constitution), each party (an “Indemnitor”) shall indemnify the other party, its employees, directors, and agents (collectively, “Indemnites”) and hold the Indemnites harmless against all damages, losses, liabilities, costs, charges, debts, fines, and expenses (including reasonable attorneys’ fees) arising from Indemnitor’s negligent acts or omissions, misrepresentations, breaches of
19. **Termination of Agreement.** This Agreement shall automatically terminate as of the earlier of: (i) the date of termination of the Nationwide ASA (either by its terms or by a party thereto) or (ii) the date that action is taken by a party pursuant to Sections 7 or 8 above.

20. **Governing Law.** The laws of the state of Colorado shall govern this Agreement. Any litigation arising in connection with this Agreement shall be commenced solely in the applicable courts situated in Colorado.

21. **Execution in Counterparts.** This Agreement may be executed in counterparts, including by PDF, each of which will constitute an original, but all of which, when taken together, will constitute but one agreement. Executed copies hereof may be delivered by fax or via email and upon receipt will be deemed originals and binding upon the parties hereto, regardless of whether originals are delivered thereafter.

[Signature Page Follows]
fidiuciary duty or nonfulfillment of any undertaking under this Agreement in connection with the Plans, including but not limited to engagement with the Internal Revenue Service or another governmental entity. The parties, by execution of this Agreement containing this indemnification clause, do not waive the operation of any law concerning each respective party's ability to indemnify.

13. **Third-Party Actions.** If any third-party files a claim or action or makes a complaint against Library, a Plan, or the Plans as a result of the performance or non-performance of any duties, obligations or responsibilities of CFC (or its agents) taken or failed to be taken under this Agreement, CFC agrees, to the extent permitted under applicable law, to cooperate fully with Library and the respective Plan or Plans to defend against the claim, action or complaint. For all actions, Library and CFC agree to cooperate fully with each other to defend against the claim, action or complaint.

14. **Notice.** Any notice required to be given under this Agreement, shall be sufficient and effective for all purposes if given via email to the Executive Director of Library or to Chief Human Resources Officer of CFC, or when placed in the US mail, postage prepaid and addressed to the party at its respective address below.

15. **Waiver.** Failure of a party to enforce any of the provisions of this Agreement, to enforce any rights with respect thereto, or to exercise any election provided for herein, shall in no way be considered a waiver of such provisions, rights, or elections, or in any way affect the validity or enforceability of this Agreement. Failure of a party to enforce or exercise any of said provisions, rights, or elections shall not prejudice such party from later enforcing or exercising the same or any other provisions, rights, or elections which it may have under this Agreement.

16. **Severability.** If any term or provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable, such determination shall not affect the other terms or provisions hereof or the whole of this Agreement. Such terms or provisions will be deemed modified to the extent necessary in the court's opinion to render such term or provision enforceable, and the rights, duties, obligations, agreements, covenants, representations, and warranties of the parties set forth herein will be construed and enforced accordingly, preserving to the fullest permissible extent the intent of the parties herein set forth.

17. **Force Majeure.** No party shall be in breach of this Agreement or be liable for any delay or failure to perform under this Agreement if such delay or failure is caused by a force majeure event. The party experiencing any delay or failure as a result of any such force majeure event shall: (i) provide prompt written notice of the actual or anticipated delay or failure to the other party; and (ii) use reasonable commercial efforts to either remedy the delay or failure, or implement a plan (including business continuity and disaster recovery plans) to remedy the delay or failure in a manner which minimizes the disruption to the other party.

18. **Amendment of Agreement; Assignment.** This Agreement may be amended only by a writing executed by all parties. No party may assign this Agreement without the prior written consent of the other party.
IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

Poudre River Public Library District

By: David E. Sluiken
Print Name: David E. Sluiken
Title: Executive Director
Address: 301 E Olive
Fort Collins, CO 80524

The City of Fort Collins, Colorado

By: Mayor Wade Troxell
Print Name: Mayor Wade Troxell
Title: Mayor
Address: 300 LaPorte Ave
Fort Collins, CO 80521

Approved as to form:

Sr. Assistant City Attorney
ADOPTION AGREEMENT FOR
ELIGIBLE GOVERNMENTAL 457 PLAN

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. All "Election" references within this Adoption Agreement or the basic plan document are Adoption Agreement Elections. All "Article" or "Section" references are basic plan document references. Numbers in parentheses which follow election numbers are basic plan document references. Where an Adoption Agreement election calls for the Employer to supply text, the Employer may lengthen any space or line, or create additional tiers. When Employer-supplied text uses terms substantially similar to existing printed options, all clarifications and caveats applicable to the printed options apply to the Employer-supplied text unless the context requires otherwise. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. **EMPLOYER (1.11).**
   Name: City of Fort Collins
   Address: 300 LaPorte Avenue
   Street
   Fort Collins, Colorado, 80521
   Telephone: (970) 221-6535
   Taxpayer Identification Number (TIN): 84-6000587

2. **PLAN NAME.**
   Name: City of Fort Collins 457(b) Deferred Compensation Plan

3. **PLAN YEAR (1.25).** Plan Year means the 12 consecutive month period (except for a short Plan Year) ending every (Choose one of a. or b. and choose c. if applicable); [Note: Complete any applicable blanks under Election c. with a specific date, e.g., "June 30" OR "the last day of February" OR "the first Tuesday in January." In the case of a Short Plan Year or a Short Limitation Year, include the year, e.g., "May 1, 2013"]
   a. [X] December 31.
   b. [ ] Plan Year: ending: ____________________________.
   c. [ ] Short Plan Year: commencing: ____________________________ and ending: ____________________________.

4. **EFFECTIVE DATE (1.08).** The Employer's adoption of the Plan is a (Choose one of a. or b. Complete c. if new plan OR complete c. and d. if an amendment and restatement. Choose e. if applicable):
   a. [ ] New Plan.
   b. [X] Restated Plan. The Plan is a substitution and amendment of an existing 457 plan.

Initial Effective Date of Plan
   c. [X] January 1, 1995  (enter month day, year; hereinafter called the "Effective Date" unless 4d is entered below)

Restatement Effective Date (If this is an amendment and restatement, enter effective date of the restatement.)
   d. [X] September 18, 2020  (enter month day, year)

Special Effective Dates: (optional)
   e. [ ] Describe: ____________________________________________.

5. **CONTRIBUTION TYPES.** If this is a frozen Plan (i.e., all contributions have ceased), choose a. only:

Frozen Plan
   a. [ ] Contributions cease. All Contributions have ceased or will cease (Plan is frozen).

   1. Effective date of freeze: ____________________________ [Note: Effective date is optional unless this is the amendment or restatement to freeze the Plan]
Contributions. The Employer and/or Participants, in accordance with the Plan terms, make the following Contribution Types to the Plan (Choose one or more of b. through d. if applicable):

b. [X] Pre-Tax Elective Deferrals. The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement (Choose one or more as applicable):

And will Matching Contributions be made with respect to Elective Deferrals?
1. [X] Yes. See Question 16.
2. [ ] No.

And will Roth Elective Deferrals be made?
3. [X] Yes. [Note: The Employer may not limit Deferrals to Roth Deferrals only.]
4. [ ] No.

c. [ ] Nonelective Contributions. See Question 17.

d. [X] Rollover Contributions. See Question 30.

6. EXCLUDED EMPLOYEES (1.10). The following Employees are Excluded Employees and are not eligible to participate in the Plan (Choose one of a. or b.):

a. [ ] No exclusions. All Employees are eligible to participate.

b. [X] Exclusions. The following Employees are Excluded Employees (Choose one or more of 1. through 4.):

1. [ ] Part-time Employees. The Plan defines part-time Employees as Employees who normally work less than__________ hours per week.

2. [ ] Hourly-paid Employees.

3. [ ] Leased Employees. The Plan excludes Leased Employees.

4. [X] Specify: See Exhibit 1

7. INDEPENDENT CONTRACTOR (1.16). The Plan (Choose one of a. b. or c.):

a. [ ] Participate. Permits Independent Contractors to participate in the Plan.


c. [ ] Specified Independent Contractors. Permits the following specified Independent Contractors to participate:

[Note: If the Employer elects to permit any or all Independent Contractors to participate in the Plan, the term Employee as used in the Plan includes such participating Independent Contractors.]

8. COMPENSATION (1.05). Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means:

Base Definition (Choose one of a., b., c. or d.):

a. [ ] Wages, tips and other compensation on Form W-2.

b. [ ] Code §3401(a) wages (wages for withholding purposes).

c. [ ] 415 safe harbor compensation.

d. [X] Alternative (general) 415 Compensation.

[Note: The Plan provides that the base definition of Compensation includes amounts that are not included in income due to Code §§3401(k), 125,132(f)(4), 403(b), SEP, 414(h)(2), & 457. Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.]

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (Choose one of e. or f.):

e. [X] No modifications. The Plan makes no modifications to the definition.

f. [ ] Modifications (Choose one or more of 1. through 5.):

1. [ ] Fringe benefits. The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deffered compensation and welfare benefits.

2. [ ] Elective Contributions. [1.05(E)] The Plan excludes a Participant's Elective Contributions.
3. [ ] Bonuses. The Plan excludes bonuses.
4. [ ] Overtime. The Plan excludes overtime.
5. [ ] Specify: ____________________________________________________________.

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator will determine the allocation of matching and nonelective contributions by taking into account (Choose one of g. or h.):

g. [X] Plan Year. The Employee's Compensation for the entire Plan Year. (N/A if no matching or nonelective contributions)

h. [ ] Compensation while a Participant. The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant. (N/A if no matching or nonelective contributions)

9. POST-SEVERANCE COMPENSATION (1.05(F)). Compensation includes the following types of Post-Severance Compensation paid within any applicable time period as may be required (Choose one of a. or b.):

a. [ ] None. The Plan does not take into account Post-Severance Compensation as to any Contribution Type except as required under the basic plan document.

b. [X] Adjustments. The following Compensation adjustments apply (Choose one or more):
1. [X] Regular Pay. Post-Severance Compensation will include Regular Pay and it will apply to all Contribution Types.
2. [X] Leave-Cashouts. Post-Severance Compensation will include Leave Cashouts and it will apply to all Contribution Types.
3. [ ] Nonqualified Deferred Compensation. Post-Severance Compensation will include Deferred Compensation and it will apply to all Contribution Types.
4. [X] Salary Continuation for Disabled Participants. Post-Severance Compensation will include Salary Continuation for Disabled Participants and it will apply to all Contribution Types.
5. [ ] Differential Wage Payments. Post-Severance Compensation will include Differential Wage Payments (military continuation payments) and it will apply to all Contribution Types.
6. [ ] Describe alternative Post-Severance Compensation definition, limit by Contribution Type, or limit by Participant group: ________________________________________________________________.

10. NORMAL RETIREMENT AGE (1.20). A Participant attains Normal Retirement Age under the Plan (Choose one of a. or b.):

a. [ ] Plan designation. [Plan Section 3.05(B)] When the Participant attains age ______. [Note: The age may not exceed age 70 1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]

b. [X] Participant designation. [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _65_ and may not be later than age __70 1/2__. [Note: The age may not exceed age 70 1/2.]

Special Provisions for Police or Fire Department Employees (Choose c. and/or d. as applicable):

c. [X] Police department employees. [Plan Section 3.05(B)(3)] (Choose 1. or 2.):

1. [ ] Plan designation. [Plan Section 3.05(B)] When the Participant attains age ______. [Note: The age may not exceed age 70 1/2 and may not be less than age 45.]

2. [X] Participant designation. [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _40_ (no earlier than age 40) and may not be later than age _70 1/2_. [Note: The age may not exceed age 70 1/2.]

d. [X] Fire department employees. [Plan Section 3.05(B)(3)] (Choose 1. or 2.):

1. [ ] Plan designation. [Plan Section 3.05(B)] When the Participant attains age ______. [Note: The age may not exceed age 70 1/2 and may not be less than age 45.]

2. [X] Participant designation. [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _40_ (no earlier than age 40) and may not be later than age _70 1/2_. [Note: The age may not exceed age 70 1/2.]

11. ELIGIBILITY CONDITIONS (2.01). (Choose one of a. or b.):

a. [X] No eligibility conditions. The Employee is eligible to participate in the Plan as of his/her first day of employment with the employer.

b. [ ] Eligibility conditions. To become a Participant in the Plan, an Eligible Employee must satisfy the following eligibility conditions (Choose one or more of 1., 2. or 3.):

1. [ ] Age. Attainment of age ______.
2. [ ] Service. Service requirement (Choose one of a. or b.):
   a. [ ] Year of Service. One year of Continuous Service.
   b. [ ] Months of Service. ______ month(s) of Continuous Service.
3. [ ] Specify: ________________________________

12. PLAN ENTRY DATE (1.24). "Plan Entry Date" means the Effective Date and (Choose one of a. through d.):
   a. [ ] Monthly. The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
   b. [ ] Annual. The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions, if any.
   c. [X] Date of hire. The Employee's employment commencement date with the Employer.
   d. [ ] Specify: ________________________________

13. SALARY REDUCTION CONTRIBUTIONS (1.30). A Participant's Salary Reduction Contributions under Election 5b. are subject to the following limitation(s) in addition to those imposed by the Code (Choose one of a. or b.):
   a. [X] No limitations.
   b. [ ] Limitations. (Choose one or more of 1., 2. or 3.):
      1. [ ] Maximum deferral amount. A Participant's Salary Reductions may not exceed: ________________ (specify dollar amount or percentage of Compensation).
      2. [ ] Minimum deferral amount. A Participant's Salary Reductions may not be less than: ________________ (specify dollar amount or percentage of Compensation).
      3. [ ] Specify: ________________________________

[Note: Any limitation the Employer elects in b. 1. through b.3. will apply on a payroll basis unless the Employer otherwise specifies in b.3.]

Special NRA Catch-Up Contributions (3.05). The Plan (Choose one of c. or d.):
   c. [X] Permits. Participants may make NRA catch-up contributions.
      AND, Special NRA Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
      1. [X] will be taken into account in applying any matching contribution under the Plan.
      2. [ ] will not be taken into account in applying any matching contribution under the Plan.
   d. [ ] Does not permit. Participants may not make NRA catch-up contributions.

Age 50 Catch-Up Contributions (3.06). The Plan (Choose one of e. or f.):
   e. [X] Permits. Participants may make age 50 catch-up contributions.
      AND, Age 50 Catch-Up Contributions (Choose one of 1. or 2.): (N/A if no matching contributions)
      1. [X] will be taken into account in applying any matching contribution under the Plan.
      2. [ ] will not be taken into account in applying any matching contribution under the Plan.
   f. [ ] Does not permit. Participants may not make age 50 catch-up contributions.

14. SICK, VACATION AND BACK PAY (3.02(A)). The Plan (Choose one of a. or b.):
   a. [X] Permits. Participants may make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.
   b. [ ] Does Not Permit. Participants may not make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

15. AUTOMATIC ENROLLMENT (3.02(B)). Does the Plan provide for automatic enrollment (Choose one of the following) [Note: if Eligible Automatic Contribution Arrangement (EACA), select 15c and complete Questions 31 & 32].
   a. [X] Does not apply. Does not apply the Plan's automatic enrollment provisions.
b. [ ] Applies. Applies the Plan's automatic enrollment provisions. The Employer as a Pre-Tax Elective Deferral will withhold ______% from each Participant's Compensation unless the Participant elects a different percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (Choose one of 1. through 3.).

1. [ ] All Participants. All Participants who as of ____________________________ are not making Pre-Tax Elective Deferrals at least equal to the automatic amount.

2. [ ] New Participants. Each Employee whose Plan Entry Date is on or following: ____________________________.

3. [ ] Describe Application of Automatic Deferrals: ____________________________.

c. [ ] EACA. The Plan will provide an Eligible Automatic Contribution Arrangement (EACA). Complete Questions 31 & 32.

16. MATCHING CONTRIBUTIONS (3.03). The Employer Matching Contributions under Election 5.b.1. are made as follows (Choose one or more of a through d.):

a. [X] Fixed formula. An amount equal to ______% of each Participant's Salary Reduction Contributions.

b. [ ] Discretionary formula. An amount (or additional amount) equal to a matching percentage the Employer from time to time may deem advisable of each Participant's Salary Reduction Contributions.

c. [ ] Tiered formula. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's Salary Reduction Contributions, determined as follows:

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

<table>
<thead>
<tr>
<th>Tiers of Contributions (indicate $ or %)</th>
<th>Matching Percentage</th>
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</thead>
<tbody>
<tr>
<td>First</td>
<td>______ %</td>
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<tr>
<td>Next</td>
<td>______ %</td>
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<tr>
<td>Next</td>
<td>______ %</td>
</tr>
</tbody>
</table>

d. [ ] Specify: ____________________________

Time Period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (Choose one of e. through h.):

e. [ ] Plan Year.

f. [ ] Plan Year quarter.

g. [X] Payroll period.

h. [ ] Specify: ____________________________

Salary Reduction Contributions Taken into Account. In determining a Participant's Salary Reduction Contributions taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of i. through l.):

i. [ ] All Salary Reduction Contributions. The Plan Administrator will take into account all Salary Reduction Contributions.

j. [ ] Specific limitation. The Plan Administrator will disregard Salary Reduction Contributions exceeding ______% of the Participant's Compensation.

k. [ ] Discretionary. The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

l. [X] Specify: See Exhibit 1

Allocation Conditions. To receive an allocation of Matching Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of m. or n.):

m. [X] No allocation conditions.

n. [ ] Conditions. The following allocation conditions apply to Matching Contributions (Choose one or more of l. through 4.):

1. [ ] Service condition. The Participant must complete the following number of months of Continuous Service during the Plan Year: ________.
2.  Employment condition. The Participant must be employed by the Employer on the last day of the Plan Year.

3.  Limited Severance Exception. Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4.  Specify: ________________________________

17.  NONSELECTIVE CONTRIBUTIONS (1.19). The Nonelective Contributions under Election 5.c. are made as follows: (Choose one):

a.  ] Discretionary - Pro Rata. An amount the Employer in its sole discretion may determine.

b.  ] Fixed - Pro Rata. ________% of Compensation.

c.  ] Other. A Nonelective Contribution may be made as follows:

Allocation Conditions. (3.08). To receive an allocation of Nonelective Contributions, a Participant must satisfy the following allocation condition(s) (Choose one of d. or e.):

d.  ] No allocation conditions.

e.  ] Conditions. The following allocation conditions apply to Nonelective Contributions (Choose one or more of 1. through 4.):

1.  ] Service condition. The Participant must complete the following number of months of Continuous Service during the Plan Year: ________.

2.  ] Employment condition. The Participant must be employed by the Employer on the last day of the Plan Year.

3.  ] Limited Severance Exception. Any condition specified in 1. or 2. does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

4.  ] Specify: ________________________________

18.  TIME AND METHOD OF PAYMENT OF ACCOUNT (4.02). The Plan will distribute to a Participant who incurs a Severance from Employment his/her Vested Account as follows:

Timing. The Plan, in the absence of a permissible Participant election to commence payment later, will pay the Participant's Account (Choose one of a. through e.):

a.  ] Specified Date. ________ days after the Participant's Severance from Employment.

b.  ] [X] Immediate. As soon as administratively practicable following the Participant's Severance from Employment.

c.  ] Designated Plan Year. As soon as administratively practicable in the ________ Plan Year beginning after the Participant's Severance from Employment.

d.  ] Normal Retirement Age. As soon as administratively practicable after the close of the Plan Year in which the Participant attains Normal Retirement Age.

e.  ] Specify: ________________________________

Method. The Plan, in the absence of a permissible Participant election, will distribute the Participant's Account under one of the following method(s) of distribution (Choose one or more of f. through j. as applicable):

f.  ] [X] Lump sum. A single payment.

g.  ] [X] Installments. Multiple payments made as follows: may not be less than $100

h.  ] ________ Installments for required minimum distributions only. Annual payments, as necessary under Plan Section 4.03.

i.  ] [X] Annuity distribution option(s): Annuity Purchase

j.  ] Specify: ________________________________

Participant Election. [Plan Sections 4.02(A) and (B)] The Plan (Choose one of k., l. or m.):  

k.  ] [X] Permits. Permits a Participant, with Plan Administrator approval of the election, to elect to postpone distribution beyond the time the Employer has elected in a. through e. and also to elect the method of distribution (including a method not described in f. through j. above).

l.  ] [ ] Does not permit. Does not permit a Participant to elect the timing and method of Account distribution.

m.  ] Specify: ________________________________
Mandatory Distributions. Notwithstanding any other distribution election, following Severance from Employment (Choose n. or o.):

n. [X] No Mandatory Distributions. The Plan will not make a Mandatory Distribution.

o. [ ] Mandatory Distribution. If the Participant's Vested Account is not in excess of $5,000 (unless a different amount selected below) as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

1. [ ] Mandatory Distribution. If the Participant's Vested Account is not in excess of $__________ as of the date of distribution, the Plan will make a Mandatory Distribution following Severance from Employment.

Rollovers in determination of $5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the $5,000 threshold for timing of distributions, form of distributions or consent rules.

p. [ ] Exclude rollovers (rollover contributions will be excluded in determining the $5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is $1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

19. BENEFICIARY DISTRIBUTION ELECTIONS. Distributions following a Participant's death will be made as follows (Choose one of a. through d.):

a. [ ] Immediate. As soon as practical following the Participant's death.

b. [ ] Next Calendar Year. At such time as the Beneficiary may elect, but in any event on or before the last day of the calendar year which next follows the calendar year of the Participant's death. (N/A if participant is restricted)

c. [X] As Beneficiary elects. At such time as the Beneficiary may elect, consistent with Section 4.03. (N/A if participant is restricted)

d. [ ] Describe: ________________________________

[Note: The Employer under Election 19d. may describe an alternative distribution timing or afford the Beneficiary an election which is narrower than that permitted under Election 19c., or include special provisions related to certain beneficiaries, e.g., a surviving spouse. However, any election under Election 19d. must require distribution to commence no later than the Section 4.03 required date.]

20. DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT (4.05). A Participant prior to Severance from Employment may elect to receive a distribution of his/her Vested Account under the following distribution options (Choose one of a. or b.):

a. [ ] None. A Participant may not receive a distribution prior to Severance from Employment.

b. [X] Distributions. Prior to Severance from Employment are permitted as follows (Choose one or more of 1. through 4.):

1. [X] Unforeseeable emergency. A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A) (for the Participant, spouse, dependents or beneficiaries)

2. [X] De minimis exception. [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed $5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then (Choose one of a., b. or c.):

   a. [ ] Participant election. The Participant may elect to receive all or any portion of his/her Account.

   b. [ ] Mandatory distribution. The Plan Administrator will distribute the Participant's entire Account.

   c. [X] Hybrid. The Plan Administrator will distribute a Participant's Account that does not exceed $1,000 and the Participant may elect to receive all or any portion of his/her Account that exceeds $1,000 but that does not exceed $5,000.

3. [X] Age 70 1/2. A Participant who attains age 70 1/2 prior to Severance from Employment may elect distribution of any or all of his/her Account.

4. [ ] Specify: ________________________________

[Note: An Employer need not permit any in-service distributions. Any election must comply with the distribution restrictions of Code Section 457(d).]

21. QDRO (4.06). The QDRO provisions (Choose one of a., b. or c.):

a. [X] Apply:

b. [ ] Do not apply.

c. [ ] Specify: __________________________________________
22. **ALLOCATION OF EARNINGS** (5.07(B)). The Plan allocates Earnings using the following method (Choose one or more of a. through f):


b. [ ] Balance forward. See Section 5.07(B)(4)(b).

c. [ ] Balance forward with adjustment. See Section 5.07(B)(4)(c). Allocate pursuant to the balance forward method, except treat as part of the relevant Account at the beginning of the Valuation Period ______% of the contributions made during the following Valuation Period: ____________________.

d. [ ] Weighted average. See Section 5.07(B)(4)(d). If not a monthly weighting period, the weighting period is ____________.

e. [ ] Directed Account method. See Section 5.07(B)(4)(e).

f. [ ] Describe Earnings allocation method: ____________________________

[Note: The Employer under Election 22f may describe Earnings allocation methods for the elections available under Election 22 and any combination thereof as to any: (i) Participant group (e.g., daily applies to Division A Employees OR to Employees hired after *x* date; balance forward applies to Division B Employees OR to Employees hired on before *x* date); (ii) Contribution Type (e.g., daily applies as to Discretionary Nonelective Contribution Accounts. Participant-Directed Account applies to Fixed Nonelective Contribution Accounts); (iii) Investment type, investment vendor or Account type (e.g., balance forward applies to investments placed with vendor A and Participant-Directed Account applies to investments placed with vendor B OR Daily applies to Participant-Directed Accounts and balance forward applies to pooled Accounts).]

23. **HEART ACT PROVISIONS** (1.31(C)(3)/1.13). The Employer elects to (Choose one of a. or b. and c. or d.):

Continued Benefit Accruals.

a. [ ] Not apply the benefit accrual provisions of Section 3.13.

b. [X] Apply the benefit accrual provisions of Section 3.13.

Distributions for deemed severance of employment (1.31(C)(3))

c. [X] The Plan does NOT permit distributions for deemed severance of employment.

d. [ ] The Plan permits distributions for deemed severance of employment.

24. **VESTING/SUBSTANTIAL RISK OF FORFEITURE** (5.11). A Participant's Deferral Contributions are [Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's non-vested Account. Caution: if a Deferral is subject to vesting schedule or other substantial risk of forfeiture it does not count as a deferral for purposes of the annual deferral limit until the year it is fully vested.] (Choose all that apply of a. through d.):

a. [X] 100% Vested/No Risk of Forfeiture. Immediately Vested without regard to additional Service and no Substantial Risk of Forfeiture. The following contributions are 100% Vested:

1. [X] All Contributions. (skip to 25.)

2. [ ] Only the following contributions. (select all that apply):

   a. [ ] Salary Reduction Contributions.

   b. [ ] Nonelective Contributions.

   c. [ ] Matching Contributions.

b. [ ] Forfeiture under Vesting Schedule. Vested according to the following:

   Contributions affected. The following contributions are subject to the vesting schedule (Choose one or more of 1., 2. or 3.):

1. [ ] Salary Reduction Contributions.

2. [ ] Nonelective Contributions.

3. [ ] Matching Contributions.

4. [ ] Vesting Schedule.

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<th>Years of Service</th>
<th>Vested Percentage</th>
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<td>______%</td>
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For vesting purposes, a "Year of Service" means:

5. 

[Note: It is extremely rare to apply a vesting schedule to Salary Reduction Contributions.]

c. [ ] Substantial Risk of Forfeiture. Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows:

Contributions affected. The following contributions are subject to the substantial risk of forfeiture under c. (Choose one or more of 1., 2., or 3.):

1. [ ] Salary Reduction Contributions.
2. [ ] Nonelective Contributions.
3. [ ] Matching Contributions.

Risk Provisions: Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows (Choose one of 4. or 5.):

4. [ ] The Participant must remain employed by the Employer until ________________, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.
5. [ ] Specify: ____________________________________________

Additional Provisions (Choose d. if applicable)

d. [ ] Specify: ____________________________________________

FORFEITURE ALLOCATION. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures as selected below. The Employer has the option to use forfeitures to pay plan expenses first and then allocate the remaining forfeitures in accordance with the selections below: (Choose one of the following):

e. [ ] Additional Contributions. As the following contribution type (Choose one of 1. or 2.):

   1. [ ] Nonelective. As an additional Nonelective Contribution.
   2. [ ] Matching. As an additional Matching Contribution.

f. [ ] Reduce Fixed Contributions. To reduce the following fixed contribution (Choose one of 1. or 2.):

   1. [ ] Nonelective. To reduce the Employer's fixed Nonelective Contribution.
   2. [ ] Matching. To reduce the Employer's fixed Matching Contribution.

g. [ ] Specify: ____________________________________________

25. TRUST PROVISIONS. The following provisions apply to Article VIII of the Plan (Choose as applicable; leave blank if not applicable):

a. [ ] Modifications. The Employer modifies the Article VIII Trust provisions as follows: __________________________. The remaining Article VIII provisions apply.

b. [X] Substitution. The Employer replaces the Trust with the Trust Agreement attached to the Plan.

26. CUSTODIAL ACCOUNT/ANNUITY CONTRACT (8.16). The Employer will hold all or part of the Deferred Compensation in one or more custodial accounts or annuity contracts which satisfy the requirements of Code §457(g) (Choose a. or b., c. if applicable):

a. [ ] Custodial account(s).

b. [ ] Annuity contract(s).

c. [ ] Specify: ____________________________________________

[Note: The Employer under c. may wish to identify the custodial accounts or annuity contracts or to designate a portion of the Deferred Compensation to be held in such vehicles versus held in the Trust.]

27. VALUATION. In addition to the last day of the Plan Year, the Trustee (or Plan Administrator as applicable) must value the Trust Fund (or Accounts) on the following Valuation Date(s) (Choose one of a. or b.):

a. [ ] No additional Valuation Dates.

b. [X] Additional Valuation Dates. (Choose one or more of 1., 2., or 3.):

1. [X] Daily Valuation Dates. Each business day of the Plan Year on which Plan assets for which there is an established market are valued and the Trustee or Employer is conducting business.

2. [ ] Last day of a specified period. The last day of each __________ of the Plan Year.

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3. Specified Valuation Dates:

[Note: The Employer under Election 26b.3. may describe Valuation Dates from the elections available under Election 26b. and or a combination thereof as to any: (i) Participant group (e.g., No additional Valuation Dates apply to Division A Employees OR to Employees hired after”x” date. Daily Valuation Dates apply to Division B Employees OR to Employees hired on before “x” date); (ii) Contribution Type (e.g., No additional Valuation Dates apply as to Discretionary Nonelective Contribution Accounts. The last day of each Plan Year quarter applies to Fixed Nonelective Contribution Accounts); (iii) investment type, investment vendor or Account type (e.g., No additional Valuation Dates apply to investments placed with vendor A only and Daily Valuation Dates apply to investments placed with vendor B OR Daily Valuation Dates apply to Participant-Directed Accounts and no additional Valuation Dates apply to pooled Accounts).]

28. TRUSTEE (Select all that apply; leave blank if not applicable.):

a. Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (Add additional Trustees as necessary.)

<table>
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<tr>
<th>Name(s)</th>
<th>Title(s)</th>
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Address and Telephone number (Choose one of 1. or 2.):

1. Use Employer address and telephone number.

2. Use address and telephone number below:

   Address: ____________________________________________________________
   Street
   City ______________________ State __________ Zip __________
   Telephone: ____________________________

b. Corporate Trustee

   Name: __________________________
   Address: 10 West Nationwide Blvd.
   Street
   Columbus Ohio 43215
   City ______________________ State __________ Zip __________
   Telephone: (614) 435-6553

   AND, the Corporate Trustee shall serve as:

c. Directed (nondiscretionary) Trustee over all Plan assets except for the following:

d. Discretionary Trustee over all Plan assets except for the following:

29. PLAN LOANS (5.02(A)). The Plan permits or does not permit Participant Loans (Choose one of a. or b.):

a. [X] Does not permit.

b. [ ] Permitted pursuant to the Loan Policy.

30. ROLLOVER CONTRIBUTIONS (3.09). The Rollover Contributions under Election 5.d. are made as follows:

Who may roll over (Choose one of a. or b.):

a. [X] Participants only.

b. [ ] Eligible Employees or Participants.
Sources/Types. The Plan will accept a Rollover Contribution *(Choose one of c. or d.)*:

c. [X] All. From any Eligible Retirement Plan and as to all Contribution Types eligible to be rolled into this Plan.

d. [ ] Limited. Only from the following types of Eligible Retirement Plans and/or as to the following Contribution Types:

Distribution of Rollover Contributions *(Choose one of e., f. or g.)*:

e. [X] Distribution without restrictions. May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.03(C) at any time.

f. [ ] No distribution. May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.

g. [ ] Specify: ____________________________________________

31. **EACA Automatic Deferral Provisions (3.14).**

Participants subject to the Automatic Deferral Provisions. The Automatic Deferral Provisions apply to Employees who become Participants after the Effective Date of the EACA (except as provided in d. below). Employees who became Participants prior to such Effective Date are subject to the following (a. – d. are optional):

a. [ ] All Participants. All Participants, regardless of any prior Salary Reduction Agreement, unless and until a Participant makes an Affirmative Election after the Effective Date of the EACA.

b. [ ] Election of at least Automatic Deferral amount. All Participants, except those who, on the Effective Date of the EACA, are deferring an amount which is at least equal to the Automatic Deferral Percentage.

c. [ ] No existing Salary Reduction Agreement. All Participants, except those who have in effect a Salary Reduction Agreement on the effective date of the EACA regardless of the Salary Reduction Contribution amount under the Agreement.

d. [ ] Describe: ____________________________________________

**Automatic Deferral Percentage.** Unless a Participant makes an Affirmative Election, the Employer will withhold the following Automatic Deferral Percentage (select e. or f.):

c. [ ] Constant. The Employer will withhold ________% of Compensation each payroll period.

   Escalation of deferral percentage (select one or leave blank if not applicable)

   1. [ ] Scheduled increases. This initial percentage will increase by ________% of Compensation per year up to a maximum of ________% of Compensation.

   2. [ ] Other (described Automatic Deferral Percentage):

Automatic Deferral Optional Elections

f. [ ] Optional elections (select all that apply or leave blank if not applicable)

**Suspended Salary Reduction Contributions.** If a Participant's Salary Reduction Contributions are suspended pursuant to a provision of the Plan (e.g., distribution due to military leave covered by the HEART Act), then a Participant's Affirmative Election will expire on the date the period of suspension begins unless otherwise elected below.

   1. [ ] A Participant's Affirmative Election will resume after the suspension period.

**Special Effective Date.** Provisions will be effective as of the earlier of the Effective Date of the EACA provisions unless otherwise specified below.

   2. [ ] Special Effective Date: ____________________________

32. **In-Plan Roth Rollover Contributions.**

a. [X] Yes, allowed.

   **Effective Date (enter date)**

   1. [X] In-Plan Roth Rollover Effective Date: January 1, 2013

33. **In-Plan Roth Rollover Transfers.**

a. [X] Yes, allowed.

   **Effective Date (enter date)**

   1. [X] In-Plan Roth Rollover Transfers Effective Date: January 1, 2013
This Plan is executed on the date(s) specified below:

Use of Adoption Agreement. Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Employer’s Plan. The Employer only may use this Adoption Agreement only in conjunction with the corresponding basic plan document. Separate Trust Agreement. An executed copy of the trust agreement must be attached to this Plan. The responsibilities, rights and powers of the Trustee shall be those specified in the trust agreement. The signature of the Trustee appears on the separate trust agreement.

EMPLOYER: City of Fort Collins

By: ________________________________

DATE SIGNED __________________

Approved as to form:

Sr., Assistant City Attorney
ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.,
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN

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

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

1. EMPLOYER’S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name:  City of Fort Collins  

Address:  300 LaPorte Avenue  

Fort Collins  

Colorado  

80521  

Telephone:  (970) 221-6535  

Taxpayer Identification Number (TIN): 84-6000587  

Employer's Fiscal Year ends: December 31  

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

a. [ ] State government or state agency  
b. [ ] County or county agency  
c. [X] Municipality or municipal agency  
d. [ ] Indian tribal government (see Note below)  
e. [ ] Other:  

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?

a. [X] No  
b. [ ] Yes  

PLAN INFORMATION
(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9, through 10.)

4. PLAN NAME:  

City of Fort Collins Service Directors' and Council Employees' Plan  

5. PLAN STATUS

a. [ ] New Plan  
b. [X] Amendment and restatement of existing Plan  

PPA RESTATEMENT (leave blank if not applicable)  

1. [ ] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 (“PPA”) and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

Initial Effective Date of Plan

a. December 1, 1974  

(enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

b. September 18, 2020  

(enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

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7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
   a. [X] the calendar year
   b. [ ] the twelve-month period ending on __________ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):
   c. [X] N/A
   d. [ ] beginning on __________________ (enter month day, year; e.g., July 1, 2013)
      and ending on __________________ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:
   a. [X] every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
   b. [ ] the last day of each Plan Year
   c. [ ] the last day of each Plan Year quarter
   d. [ ] other (specify day or days): ____________________________ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):
   a. [ ] Insurer: This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:
      (1) ____________________________________ (2) ________________________________ (if more than 2, add names to signature page).
   b. [ ] Individual Trustee(s). Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)
      Name(s) ________________________________ Title(s) __________________________________
      ________________________________ __________________________________
      ________________________________ __________________________________

      Address and telephone number
      1. [ ] Use Employer address and telephone number
      2. [ ] Use address and telephone number below:
         Address: ______________________________________________________________
                  ______________________________________________________________
                  ______________________________________________________________
                  ____________________________ ____________________________
                  City State Zip
         Telephone: ____________________________________________________________

   c. [X] Corporate Trustee(s) (add additional Trustees as necessary)
      Name: Nationwide Trust Company
      Address: 10 West Nationwide Blvd.
                 ____________________________ ____________________________
                 Street Columbus Ohio State 43215 Zip
      Telephone: (614) 435-5633

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)
   d. [X] Direct Trustee exceptions (leave blank if no exceptions):
      Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
      1. [ ] The corporate Trustee will serve as Directed Trustee over the following assets: ____________________________
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2. [ ] The individual Trustee(s) will serve as Directed Trustee over the following assets: __________________________
   Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
3. [ ] over all Plan assets
   c. [ ] Discretionary Trustee exceptions (leave blank if no exceptions):
      Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply):
      1. [ ] The individual Trustee(s) will serve as Discretionary Trustee over the following assets: __________________________
      2. [ ] The corporate Trustee will serve as Discretionary Trustee over the following assets: __________________________
         Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. [ ] over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?
   f. [ ] No
   g. [X] Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to
   this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of
   the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER
    (If none is named, the Employer will be the Administrator (Plan Section 1.2).)
    a. [X] Employer (use Employer address and telephone number)
    b. [ ] Other:
       Name:
       Address: __________________________________________________________
       Street
       City __________________ State ___________ Zip __________
       Telephone: ________________________________________________________

11. CONTRIBUTION TYPES
    The selections made below must correspond with the selections made under the Contributions and Allocations Section of this
    Adoption Agreement.
    FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)
    a. [ ] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
       1. [ ] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior
          Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or
          select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
       2. [ ] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption
          Agreement (must enter effective date at 3. below and select contributions at b. - f.)
    Effective date
    3. [ ] as of ____________________________ (effective date is optional unless a.2. has been selected
        above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS
The Plan permits the following contributions (select one or more):
   b. [X] Employer contributions other than matching (Questions 24-25)
       1. [ ] This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)
   c. [ ] Employer matching contributions (Questions 26-28)
   d. [ ] Mandatory Employee contributions (Question 31)
   e. [ ] After-tax voluntary Employee contributions (Question 32)
   f. [X] Rollover contributions (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees
    who are excluded below or elsewhere in the Plan:
    a. [ ] No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
    b. [X] Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
       1. [ ] Union Employees (as defined in Plan Section 1.47)
       2. [ ] Nonresident aliens (as defined in Plan Section 1.17)
       3. [ ] Leased Employees (Plan Section 1.28)
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4. [ ] Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than ________ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

5. [X] Other: __See Exhibit 1__ (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)
   a. [X] No age or service required. No age or service required for all Contribution Types (skip to Question 14).
   b. [ ] Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

   Eligibility Requirements
   c. [ ] Age Requirement
      1. [ ] No age requirement
      2. [ ] Age 20 1/2
      3. [ ] Age 21
      4. [ ] Age ______ (may not exceed 26)

d. [ ] Service Requirement
   1. [ ] No service requirement
   2. [ ] _____ (not to exceed 60) months of service (elapsed time)
   3. [ ] 1 Year of Service
   4. [ ] _____ (not to exceed 5) Years of Service
   5. [ ] _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
   6. [ ] _____ consecutive months of employment from the Eligible Employee's employment commencement date.
   7. [ ] Other:

   NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

   NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

e. [ ] If employed on __________________ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
   1. [ ] service requirement (may let part-time Eligible Employees into the Plan)
   2. [ ] age requirement
   3. [ ] waiver is for: __________________

Amendment or restatement to change eligibility requirements

f. [ ] This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
   1. [ ] The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
   2. [ ] The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)
   An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:
   a. [ ] date such requirements are met
   b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
   c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
   d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
   e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
   f. [ ] first day of the Plan Year in which such requirements are met
   g. [ ] first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
   h. [X] other: __________________ (must be definitely determinable)

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SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)
   a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for
      the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and
      predecessor Employers who maintained this Plan; skip to Question 16).
   b. [ ] Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.;
      select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete
      option h. under Section B of Appendix A):

      | Other Employer | Eligibility | Vesting | Contribution Allocation |
      |----------------|------------|---------|-------------------------|
      | Employer name: | 1. [ ]     | 2. [ ]  | 3. [ ]                  |
      |                |            |         |                         |
      | Employer name: | 1. [ ]     | 2. [ ]  | 3. [ ]                  |
      |                |            |         |                         |
      | Employer name: | 1. [ ]     | 2. [ ]  | 3. [ ]                  |
      |                |            |         |                         |

   Limitations
   f. [ ] The following provisions or limitations apply with respect to the
     recognition of prior service:
     (e.g., credit service with X only on/after 1/1/13)

   NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s)
   must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

   NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan
   Section 1.54 will apply, including the following defaults:
   1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
   2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
   3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if
      the eligibility condition is one (1) Year of Service or less).
   4. For vesting and allocation purposes, the computation period will be the Plan Year.

   a. [X] Elapsed time method. (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time
      will be used for:
      1. [X] all purposes (skip to Question 17)
      2. [ ] the following purposes (select one or more):
         a. [ ] eligibility to participate
         b. [ ] vesting
         c. [ ] sharing in allocations or contributions

   b. [ ] Alternative definitions for the Hours of Service method. Instead of the defaults, the following alternatives will apply
      for the Hours of Service method (select one or more):
      1. [ ] Eligibility computation period. Instead of shifting to the Plan Year, the eligibility computation period after
         the initial eligibility computation period will be based on each anniversary of the date the Employee first
         completes an Hour of Service
      2. [ ] Vesting computation period. Instead of the Plan Year, the vesting computation period will be the date an
         Employee first performs an Hour of Service and each anniversary thereof.
      3. [ ] Equivalency method. Instead of using actual Hours of Service, an equivalency method will be used to
         determine Hours of Service for:
         a. [ ] all purposes
         b. [ ] the following purposes (select one or more):
            1. [ ] eligibility to participate
            2. [ ] vesting
            3. [ ] sharing in allocations or contributions

         Such method will apply to:
         c. [ ] all Employees
         d. [ ] Employees for whom records of actual Hours of Service are not maintained or available
            (e.g., salaried Employees)
         e. [ ] other: _____________________________ (e.g., per-diem Employees only)
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Hours of Service will be determined on the basis of:
f. [ ] days worked (10 hours per day)
g. [ ] weeks worked (45 hours per week)
h. [ ] semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
i. [ ] months worked (190 hours per month)
j. [ ] bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
k. [ ] other: ______________________ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. [ ] Number of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _______ (not to exceed 1,000) Hours of Service for:
a. [ ] all purposes
b. [ ] the following purposes (select one or more):
   1. [ ] eligibility to participate
   2. [ ] vesting
   3. [ ] sharing in allocations or contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
a. [ ] N/A (no Employer contributions; skip to Question 19)
b. [X] The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions
c. [ ] N/A (no Employer contributions other than matching contributions; skip to f)
d. [X] 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
e. [ ] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
   1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
   2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
   3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
   4. [ ] Cliff: 100% vesting after _______ (not to exceed 15) years
   5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

   Year(s) or Periods of Service: ______________________
   Percentage: ______________________

   Year(s) or Periods of Service: ______________________
   Percentage: ______________________

   Year(s) or Periods of Service: ______________________
   Percentage: ______________________

   Year(s) or Periods of Service: ______________________
   Percentage: ______________________

   Year(s) or Periods of Service: ______________________
   Percentage: ______________________

Vesting for Employer matching contributions
f. [X] N/A (no Employer matching contributions)
g. [ ] The schedule above will also apply to Employer matching contributions.
h. [ ] 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
i. [ ] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
   1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
   2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
   3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
   4. [ ] Cliff: 100% vesting after _______ (not to exceed 15) years
   5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)
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18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

a. [ ] Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))

b. [ ] Service prior to the computation period in which an Employee has attained age ________.

c. [ ] Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

d. [ ] Death

e. [ ] Total and Permanent Disability

f. [ ] Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

a. [X] Specific age. The date a Participant attains age 55 (may not exceed 65)

b. [ ] Age/participation. The later of the date a Participant attains age ________ (may not exceed 65) or the ________ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

NOTE: Effective for 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 three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

c. [ ] Age ________ (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

a. [X] date on which the Participant attains "NRA"

b. [ ] first day of the month coinciding with or next following the Participant’s "NRA"

c. [ ] first day of the month nearest the Participant’s "NRA"

d. [ ] Anniversary Date coinciding with or next following the Participant’s "NRA"

e. [ ] Anniversary Date nearest the Participant’s "NRA"

f. [ ] Other: ________________ (e.g., first day of the month following the Participant’s "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

a. [X] N/A (no early retirement provision provided)

b. [ ] Early Retirement Date means the:

1. [ ] date on which a Participant satisfies the early retirement requirements

2. [ ] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements

3. [ ] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

4. [ ] Participant attains age ________

AND, completes... (leave blank if not applicable)

a. [ ] at least ________ Years (or Periods) of Service for vesting purposes

b. [ ] at least ________ Years (or Periods) of Service for eligibility purposes

c. [ ] Early Retirement Date means: ________________ (must be definitely determinable)
COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

a. [X] Wages, tips and other compensation on Form W-2
b. [ ] Code §3401(a) wages (wages for withholding purposes)
c. [ ] 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

d. [X] the Plan Year
e. [ ] the Fiscal Year coinciding with or ending within the Plan Year
f. [ ] the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

g. [ ] No adjustments (skip to i. below)
h. [X] Adjustments. Compensation will be adjusted by (select all that apply):
   1. [ ] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
   2. [ ] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
   3. [ ] excluding Compensation paid during the "determination period" while not a Participant in the Plan.
   4. [X] excluding Military Differential Pay
   5. [X] excluding overtime
   6. [X] excluding bonuses
   7. [ ] other: ____________________________ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)
i. [ ] If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: ______________________ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)
The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

a. [X] The defaults listed above apply except for the following (select one or more):
   1. [ ] Leave cash-outs will be excluded
   2. [X] Nonqualified unfunded deferred compensation will be excluded
   3. [X] Military Differential Pay will be included (Plan automatically includes for Limitation Years beginning after December 31, 2008)
   4. [X] Disability continuation payments will be included

Plan Compensation (post-severance compensation adjustments)
b. [ ] Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.

c. [ ] Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.
d. [X] Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more):
   1. [ ] Exclude all post-severance compensation
   2. [ ] Regular pay will be excluded
   3. [ ] Leave cash-outs will be excluded
   4. [X] Nonqualified unfunded deferred compensation will be excluded
   5. [ ] Military Differential Pay will be included
   6. [ ] Disability continuation payments will be included
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NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

Post-severance compensation special effective date (leave blank if not applicable)

\( e. \) If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective:

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:

a. \([X]\) Fixed contribution equal to (only select one):

1. \( [\phantom{1}] \) \( \% \) of each Participant's Compensation for each:
   a. \( [\phantom{1}] \) Plan Year
   b. \( [\phantom{1}] \) calendar quarter
   c. \( [\phantom{1}] \) month
   d. \( [\phantom{1}] \) pay period
   e. \( [\phantom{1}] \) week

2. \( [\phantom{1}] \) \$\_\_\_\_ per Participant.

3. \( [\phantom{1}] \) \$\_\_\_\_ per Hour of Service worked while an Eligible Employee
   a. \( [\phantom{1}] \) up to \_\_\_\_\_\_ hours (leave blank if no limit)

4. \([X]\) other: 10\% of Participant's Compensation contributed bi-weekly (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

b. \( [\phantom{1}] \) Sick leave/vacation leave conversion. The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. \( [\phantom{1}] \) Sick leave
2. \( [\phantom{1}] \) Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4.; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. \( [\phantom{1}] \) Former Employees. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
   a. \( [\phantom{1}] \) The Former Employee must be at least age \_\_\_\_\_\_ (e.g., 55)
   b. \( [\phantom{1}] \) The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_\_ (e.g., $2,000)
   c. \( [\phantom{1}] \) A contribution will only be made if the total hours is over \_\_\_\_\_\_ (e.g., 10) hours
   d. \( [\phantom{1}] \) A contribution will not be made for hours in excess of \_\_\_\_\_\_ (e.g., 40) hours

4. \( [\phantom{1}] \) Active Employees. Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
   a. \( [\phantom{1}] \) The Employee must be at least age \_\_\_\_\_\_ (e.g., 55)
   b. \( [\phantom{1}] \) The value of the sick and/or vacation leave must be at least \$\_\_\_\_\_\_ (e.g., $2,000)
   c. \( [\phantom{1}] \) A contribution will only be made if the total hours is over \_\_\_\_\_\_ (e.g., 10) hours
   d. \( [\phantom{1}] \) A contribution will not be made for hours in excess of \_\_\_\_\_\_ (e.g., 40) hours

C. \( [\phantom{1}] \) Social Security Replacement Plan. An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

Include only part-time, seasonal and temporary Employees (leave blank if not applicable)

1. \( [\phantom{1}] \) Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.

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25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)
   a. [X] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
   b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)
      Conditions for Participants NOT employed on the last day of the Plan Year
      1. [ ] A Participant must complete at least ____________ (not to exceed 1,000) Hours of Service (or ____________ (not to exceed 12) months of service if the elapsed time method is selected).
      2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
      3. [ ] Participants will NOT share in the allocations, regardless of service.
      4. [ ] Participants will share in the allocations, regardless of service.
      5. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

      Conditions for Participants employed on the last day of the Plan Year
      6. [ ] No service requirement.
      7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
      8. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service during the Plan Year.
      9. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):
   c. [ ] Death
   d. [ ] Total and Permanent Disability
   e. [ ] Termination of employment on or after Normal Retirement Age
      1. [ ] or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

   A. Elective deferrals taken into account. For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):
      a. [ ] 401(k) plan(s). Enter Plan name: ______________________
      b. [ ] 403(b) plan(s). Enter Plan name: ______________________

      NOTE: If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

   B. Matching Formula. (select one)
      c. [ ] Fixed - uniform rate/amount. The Employer will make matching contributions equal to ________% (e.g., 50) of the Participant's elective deferrals
         1. [ ] that do not exceed ______% of a Participant's Compensation (leave blank if no limit)
      d. [ ] Fixed - tiered. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

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

      | Tiers of Contributions (indicate $ or %) | Matching Percentage |
      |----------------------------------------|---------------------|
      | First ______ | ______% |
      | Next ______  | ______% |
      | Next ______  | ______% |
      | Next ______  | ______% |
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c. [ ] Fixed - Years of Service. The Employer will make matching contributions equal to a uniform percentage of each Participant’s elective deferrals based on the Participant’s Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

<table>
<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Matching Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. [ ] vesting purposes
2. [ ] eligibility purposes

f. [ ] Other: ____________________________ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

A. Maximum matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

a. [ ] N/A (no Plan specific limit on the amount of matching contribution)

b. [ ] $______

c. [ ] _____% of Compensation.

B. Period of determination. The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

d. [ ] the Plan Year

e. [ ] each payroll period

f. [ ] each month

g. [ ] each Plan Year quarter

h. [ ] each payroll unit (e.g., hour)

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.

a. [ ] No conditions. All Participants share in the allocations regardless of service during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

b. [ ] Allocation conditions apply (select one of 1. -5. AND one of 6. - 9. below)

   Conditions for Participants NOT employed on the last day of the Plan Year.

   1. [ ] A Participant must complete at least _______ (not to exceed 1,000) Hours of Service (or _______ (not to exceed 12) months of service if the elapsed time method is selected).

   2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).

   3. [ ] Participants will NOT share in the allocations, regardless of service.

   4. [ ] Participants will share in the allocations, regardless of service.

   5. [ ] Other: ____________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   Conditions for Participants employed on the last day of the Plan Year

   6. [ ] No service requirement.

   7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).

   8. [ ] A Participant must complete at least _______ (not to exceed 1,000) Hours of Service during the Plan Year.

   9. [ ] Other: ____________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply, leave blank if none apply):

c. [ ] Death

d. [ ] Total and Permanent Disability

e. [ ] Termination of employment on or after Normal Retirement Age

1. [ ] or Early Retirement Date
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Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b. above).

f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: ___________ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))
Forfeitures of Employer contributions other than matching contributions will be:

a. [ ] added to the Employer contribution and allocated in the same manner
b. [X] used to reduce any Employer contribution
c. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant’s Compensation for the Plan Year bears to the Compensation of all Participants for such year
d. [ ] _________________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:
e. [X] N/A. Same as above or no Employer matching contributions.
f. [ ] used to reduce the Employer matching contribution.
g. [ ] used to reduce any Employer contribution.
h. [ ] other: _______________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))
Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

a. [X] N/A. (all assets in the Plan are subject to Participant investment direction)
b. [ ] by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
c. [ ] by treating one-half of all such contributions as being a part of the Participant’s nonsegregated Account balance as of the previous Valuation Date
d. [ ] by using the method specified in Plan Section 4.3(c) (balance forward method)
e. [ ] other: _______________ (must be a definite predetermined formula)

31. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.e.)
a. [ ] An Eligible Employee must contribute to the Plan ____% (not to exceed 25%) of Compensation.
b. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from ____% (not less than 1%) to ____% (not to exceed 25%) of Compensation.
c. [ ] Other: _______________ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.
d. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

32. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)
Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.
a. [ ] After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
Distributions under the Plan may be made in (select all that apply; must select at least one):
a. [X] lump-sums
b. [X] substantially equal installments
c. [ ] partial withdrawals, provided the minimum withdrawal is $________ (leave blank if no minimum)
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d. [ ] partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):
   1. [ ] 

e. [ ] annuity:

f. [X] other: Any other sequence as requested by the Participant. (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant’s Rollover Account.

Cash or property. Distributions may be made in:

34. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of $5,000

a. [X] Distributions may be made as soon as administratively feasible following severance of employment.

b. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

c. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.

d. [ ] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.

34.e. Distributions may be made as soon as administratively feasible after ______ months have elapsed following severance of employment.

f. [ ] No distributions may be made until a Participant has reached Early or Normal Retirement Date.

g. [ ] Other: __________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of $5,000 or less

h. [X] Same as above

i. [ ] Distributions may be made as soon as administratively feasible following severance of employment.

j. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

34.k. Other: __________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

l. [ ] Other: __________________________ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of $5,000 or less are only paid as lump-sums.

m. [ ] No, Participant consent is required for all distributions.

n. [X] Yes, Participant consent is required only if the distribution is over:
   1. [ ] $5,000
   2. [X] $1,000
   3. [ ] _______ (less than $1,000)

   NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
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Automatic IRA rollover. With respect to mandatory distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. [ ] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $____ (e.g., $200).

E. Rollovers in determination of $5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the $5,000 threshold for timing of distributions, form of distributions, or consent rules.

o. [ ] Exclude rollovers (rollover contributions will be excluded in determining the $5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is $1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

a. [X] be made pursuant to the election of the Participant or "designated Beneficiary"

b. [ ] begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

c. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries

d. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b., and d. would not be applicable).

36. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

a. [X] In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:

1. [X] Age. The Participant has reached:

   a. [ ] Normal Retirement Age
   b. [ ] age 62
   c. [X] age 70 1/2 (may not be earlier than age 62)

   Special effective date (may be left blank if same as Plan or Restatement Effective Date)

d. [ ] ________ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

b. [ ] all Accounts

c. [ ] only from the following Accounts (select one or more):

1. [ ] Account attributable to Employer matching contributions
2. [ ] Account attributable to Employer contributions other than matching contributions
3. [ ] Rollover Account
4. [ ] Transfer Account
5. [ ] Other: ___________________________ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

d. [X] N/A (no additional limitations)

c. [ ] Additional limitations (select one or more):

1. [ ] The minimum amount of a distribution is $______.
2. [ ] No more than _____ distribution(s) may be made to a Participant during a Plan Year.
3. [ ] Distributions may only be made from Accounts which are fully Vested.
4. [ ] In-service distributions may be made subject to the following provisions: _______ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

a. [X] Continued benefit accruals will NOT apply

b. [ ] Continued benefit accruals will apply

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Governmental Money Purchase Plan

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

c. [ ] ___________________________ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment

d. [X] The Plan does NOT permit distributions for deemed severance of employment

e. [ ] The Plan permits distributions for deemed severance of employment

1. [ ] ___________________________ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

a. [ ] New loans are NOT permitted.
b. [X] New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

a. [X] Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
b. [ ] Participants who are Former Employees

distributions. When may distributions be made from a Participant's Rollover Account?

c. [X] At any time
d. [ ] Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

a. [ ] RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).

b. [ ] RMDs continued unless otherwise elected by a Participant or Beneficiary.

c. [ ] RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).

d. [ ] Other: ___________________________

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"):

e. [ ] "2009 RMDs" and "Extended 2009 RMDs,"

f. [ ] "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

a. [ ] Non-spousal rollovers are allowed effective ___________________________ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)

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Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent 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.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Governmental Volume Submitter Money Purchase Plan #09-002.

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

Nationwide Financial Services, Inc. will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Nationwide Financial Services, Inc. of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Nationwide Retirement Solutions

Address: P.O. Box 182797
          Columbus, Ohio 43218

Telephone: (877) 496-1630

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Fort Collins

By: ____________________________

TRUSTEE (OR INSURER):

[X] The signature of the Trustee or Insurer appears on a separate agreement or Contract,

OR (add additional Trustee signature lines as necessary)

______________________________

TRUSTEE OR INSURER

DATE SIGNED

Approved as to form:

Sr. Assistant City Attorney

DATE SIGNED
APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):
   a. [ ] Special effective date(s): __________________________. For periods prior to the specified special
effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for
purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond
the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):
   a. [ ] No other permitted elections

   The following elections apply (select one or more):
   b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415
      Compensation.
   c. [ ] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(d)). The "rule of
      parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
      1. [ ] eligibility purposes
      2. [ ] vesting purposes
   d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(e)). In the event no valid designation of
      Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used:
      1.) Surviving Spouse 2.) Participant's Estate (specify an order of beneficiaries; e.g., children per stripes, parents, and
      then step-children).
   e. [ ] Common, collective or pooled trust funds (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common,
      collective or pooled trust funds available under the Plan is (are):
   f. [ ] Limitation Year (Plan Section 1.29). The Limitation Year for Code §415 purposes will be ____________ (must be
      a consecutive twelve month period) instead of the "determination period" for Compensation.
   g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under
      another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer
      or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical
      account, as defined in Code §415(h)(2), under which amounts are treated as "annual additions" with respect to any
      Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
      1. [ ] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total
      "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts";
   h. [ ] Recognition of Service with other employers (Plan Sections 1.39 and 1.54). Service with the following employers (in
      addition to those specified at Question 15) will be recognized as follows (select one or more):

<table>
<thead>
<tr>
<th>Eligibility</th>
<th>Vesting</th>
<th>Contribution Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
<tr>
<td>2. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
<tr>
<td>3. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
<tr>
<td>4. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
<tr>
<td>5. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
<tr>
<td>6. [ ] Employer name:</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
</tr>
</tbody>
</table>

   Limitations
   7. [ ] The following provisions or limitations apply with respect to the
      recognition of prior service:
      (e.g., credit service with X only on/following 1/1/13)
EXHIBIT B

Governmental Money Purchase Plan

i. [ ] Other vesting provisions. The following vesting provisions apply to the Plan (select one or more):

1. [ ] Special vesting provisions. The following special provisions apply to the vesting provisions of the Plan:

   MUST BE DEFINITELY DETERMINABLE AND SATISFY THE PARAMETERS SET FORTH AT QUESTION 17.

2. [ ] Pre-amendment vesting schedule. (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a, b, c, d, e, and/or complete e): Applicable Participants. The vesting schedules in Question 17 only apply to:

   a. [ ] Participants who are Employees as of ENTER DATE (enter date).

   b. [ ] Participants in the Plan who have an Hour of Service on or after ENTER DATE (enter date).

   c. [ ] Participants (even if not an Employee) in the Plan on or after ENTER DATE (enter date).

   d. [ ] Other: ENTER DATE (e.g., Participants in division A)

   Vesting Schedule

   The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

<table>
<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

j. [ ] Minimum distribution transitional rules (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants. The "required beginning date" for a Participant is:

1. [ ] April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)

2. [ ] April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (post-SBJPA rules), with the following exceptions (select one or both; leave blank if both are applicable effective as of January 1, 1996):

   a. [ ] A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of ENTER DATE (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:

   1. [ ] N/A (annuity distributions are not permitted)

   2. [ ] Upon the recommencement of distributions, the original Annuity Starting Date will be retained.

   3. [ ] Upon the recommencement of distributions, a new Annuity Starting Date is created.

   b. [ ] A Participant who had not begun receiving required minimum distributions as of ENTER DATE (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless elected below:

   1. [ ] The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. [ ] Other spousal provisions (select one or more)

1. [ ] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:

2. [ ] Automatic revocation of spousal designation (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

3. [ ] Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. [ ] Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of:

m. [X] Total and Permanent Disability. Instead of the definition at Plan Section 1.49, Total and Permanent Disability means: A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited
by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).

n. [ ] Permissible Trust (or Custodian) modifications. The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1.-3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. [ ] Investments. The Employer amends the Trust provisions relating to Trust investments as follows:

2. [ ] Duties. The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. [ ] Other administrative provisions. The Employer amends the other administrative provisions of the Trust as follows:
ADMINISTRATIVE PROCEDURES

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

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)
   a. [X] Limitations (select one or more):
      1. [X] Loans will be treated as Participant directed investments.
      2. [ ] Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
         a. [ ] hardship reasons specified in Plan Section 6.12
         b. [ ] financial necessity (as defined in the loan program).
      3. [X] The minimum loan will be $1,000.
      4. [X] A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
      5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
      6. [ ] Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
         a. [ ] Account(s) attributable to Employer matching contributions
         b. [ ] Account attributable to Employer contributions other than matching contributions
         c. [ ] Rollover Account
         d. [ ] Transfer Account
         e. [ ] Other: ___________________________________________________________________

      AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
      f. [ ] by determining the limits by only considering the restricted accounts.
      g. [ ] by determining the limits taking into account a Participant’s entire interest in the Plan.

   Additional Loan Provisions (select all that apply; leave blank if none apply)
   b. [X] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
      1. [ ] payroll deduction
      2. [X] ACH (Automated Clearing House)
      3. [ ] check
         a. [ ] Only for prepayment
   c. [X] Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
      1. [X] ____% percentage points over the prime interest rate
      2. [ ] ______% 
      3. [ ] the Administrator establishes the rate at the time the loan is made
   d. [X] Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)
   a. [X] Life insurance may not be purchased.
   b. [ ] Life insurance may be purchased...
      1. [ ] at the option of the Administrator
      2. [ ] at the option of the Participant

   Limitations
   3. [ ] N/A (no limitations)
   4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
      a. [ ] Each initial Contract will have a minimum face amount of $______.
      b. [ ] Each additional Contract will have a minimum face amount of $______.
      c. [ ] The Participant has completed ____ Years (or Periods) of Service.
      d. [ ] The Participant has completed ____ Years (or Periods) of Service while a Participant in the Plan.
      e. [ ] The Participant is under age ____ on the Contract issue date.
      f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed $______.
      g. [ ] The maximum face amount of any life insurance Contract will be $______.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?
   a. [ ] No
   b. [X] Yes
D. Directed investments
   a. [ ] Participant directed investments are NOT permitted.
   b. [X] Participant directed investments are permitted from the following Participant Accounts:
      1. [X] all Accounts
      2. [ ] only from the following Accounts (select one or more):
         a. [ ] Account attributable to Employer contributions
         b. [ ] Rollover Account
         c. [ ] Transfer Account
         d. [ ] Other: __________________________ (specify Account(s) and conditions in a manner that is
definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?
   a. [ ] No. Administrator determines in operation which sources will be accepted.
   b. [X] Yes

Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)
1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or more):
   a. [ ] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
      plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
   b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
      plan, stock bonus plan and money purchase plan), including after-tax employee contributions
   c. [ ] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
   d. [X] a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
   e. [ ] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
   f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
   g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from
another plan unless selected below (leave blank if default applies)

h. [ ] The Plan will accept a direct rollover of a Participant loan
   i. [ ] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
      __________________________ (e.g., only from Participants who were employees of
      an acquired organization).

2. [X] Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan
will accept a contribution of an eligible rollover distribution (select one or more):
   a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
      plan, stock bonus plan and money purchase plan)
   b. [X] a plan described in Code §403(a) (an annuity plan)
   c. [X] a plan described in Code §403(b) (a tax-sheltered annuity)
   d. [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan)

3. [X] Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a
   distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross
   income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education
   IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the
   amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN

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

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

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Fort Collins

Address: 300 LaPorte Avenue

Fort Collins Street Colorado 80521

Telephone: (970) 221-6535

Taxpayer Identification Number (TIN): 84-6000587

Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.
   a. [ ] State government or state agency
   b. [ ] County or county agency
   c. [X] Municipality or municipal agency
   d. [ ] Indian tribal government (see Note below)
   e. [ ] Other: ____________________________

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?
   a. [X] No
   b. [ ] Yes

PLAN INFORMATION
(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

   City of Fort Collins Police Plan

5. PLAN STATUS
   a. [ ] New Plan
   b. [X] Amendment and restatement of existing Plan

      PPA RESTATEMENT (leave blank if not applicable)

      1. [ ] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)

   Initial Effective Date of Plan
   a. January 1, 2007 (enter month, day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

   Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:
   b. September 18, 2020 (enter month, day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

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Governmental Money Purchase Plan

7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
   a. [X] the calendar year
   b. [ ] the twelve-month period ending on ____________ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):
   c. [X] N/A
   d. [ ] beginning on ________________ (enter month day, year; e.g., July 1, 2013)
      and ending on ________________ (enter month day, year).

8. VALUATION DATE (Plan Section 1.52) means:
   a. [X] every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and
      any stock exchange used by such agent are open for business (daily valuation)
   b. [ ] the last day of each Plan Year
   c. [ ] the last day of each Plan Year quarter
   d. [ ] other (specify day or days): ________________________________ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):
   a. [ ] Insurer. This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:
      (1) __________________________________________ (2) __________________________________________ (if more than 2,
      add names to signature page).
   b. [ ] Individual Trustee(s). Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate
      Trustee. (add additional Trustees as necessary)
      Name(s)  Title(s)
      __________________________________________
      __________________________________________

      Address and telephone number
      1. [ ] Use Employer address and telephone number
      2. [ ] Use address and telephone number below:

      Address: __________________________________________
      __________________________________________
      __________________________________________

      City  State  Zip

      Telephone: __________________________________________

   c. [X] Corporate Trustee(s) (add additional Trustees as necessary)
      Name:  Nationwide Trust Company
      Address:  10 West Nationwide Blvd.
                __________________________
                __________________________
      Street  City  State  Zip

      Telephone: (614) 435-5633

 Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed
 (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary
 Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply)
   d. [X] Directed Trustee exceptions (leave blank if no exceptions):
      Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
      1. [ ] The corporate Trustee will serve as Directed Trustee over the following assets: __________________________
Governmental Money Purchase Plan

2. [ ] The individual Trustee(s) will serve as Directed Trustee over the following assets: ____________________________
   Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
3. [ ] over all Plan assets
   e. [ ] Discretionary Trustee exceptions (leave blank if no exceptions):
      Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
      1. [ ] The individual Trustee(s) will serve as Discretionary Trustee over the following assets: ____________________________
      2. [ ] The corporate Trustee will serve as Discretionary Trustee over the following assets: ____________________________
      Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. [ ] over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?
 f. [ ] No
 g. [X] Yes
 NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR’S NAME, ADDRESS AND TELEPHONE NUMBER
    (If none is named, the Employer will be the Administrator (Plan Section 1.2.).)
    a. [X] Employer (use Employer address and telephone number)
    b. [ ] Other:
       Name:
       Address:
       Street
       City State Zip
       Telephone:

11. CONTRIBUTION TYPES
    The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.
    FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)
    a. [ ] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
       1. [ ] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
       2. [ ] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)
       Effective date
       3. [ ] as of ____________________________ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS
The Plan permits the following contributions (select one or more):
 b. [X] Employer contributions other than matching (Questions 24-25)
 c. [ ] Employer matching contributions (Questions 26-28)
 d. [X] Mandatory Employee contributions (Question 31)
 e. [X] After-tax voluntary Employee contributions (Question 32)
 f. [X] Rollover contributions (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:
    a. [ ] No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
    b. [X] Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
       1. [ ] Union Employees (as defined in Plan Section 1.17)
       2. [ ] Nonresident aliens (as defined in Plan Section 1.17)
       3. [ ] Leased Employees (Plan Section 1.28)
Governmental Money Purchase Plan

4. [ ] Part-time/temporary/seasonal Employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _______ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

5. [X] Other: See Exhibit 1. (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

a. [X] No age or service required. No age or service required for all Contribution Types (skip to Question 14).

b. [ ] Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. [ ] Age Requirement

1. [ ] No age requirement
2. [ ] Age 20 1/2
3. [ ] Age 21
4. [ ] Age ____ (may not exceed 26)

d. [ ] Service Requirement

1. [ ] No service requirement
2. [ ] _____ (not to exceed 60) months of service (elapsed time)
3. [ ] 1 Year of Service
4. [ ] _____ (not to exceed 5) Years of Service
5. [ ] _____ consecutive month period from the Eligible Employee’s employment commencement date and during which at least _____ Hours of Service are completed.
6. [ ] _____ consecutive months of employment from the Eligible Employee’s employment commencement date.
7. [ ] Other: __________________________ (e.g., date on which 1,000 Hours of Service is completed within the computation period) must satisfy the Notes below

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

e. [ ] If employed on _____________ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):

1. [ ] service requirement (may let part-time Eligible Employees into the Plan)
2. [ ] age requirement
3. [ ] waiver is for: ____________________________

Amendment or restatement to change eligibility requirements

f. [ ] This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above:

1. [ ] The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
2. [ ] The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

a. [ ] date such requirements are met
b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)

f. [ ] first day of the Plan Year in which such requirements are met
g. [ ] first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.

h. [X] other: First payroll after meeting Eligibility. (must be definitely determinable)
SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)
   a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for
      the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and
      predecessor Employers who maintained this Plan; skip to Question 16).
   b. [ ] Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1.-3.;
      select d.-f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete
      option h. under Section B of Appendix A):

   Other Employer
   c. [ ] Employer name:
   d. [ ] Employer name:
   e. [ ] Employer name:

   Limitations
   f. [ ] The following provisions or limitations apply with respect to the recognition of prior service:
      (e.g., credit service with X only on/after 1/1/13)

   NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s)
   must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

   NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan
   Section 1.54 will apply, including the following defaults:
   1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
   2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
   3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if
      the eligibility condition is one (1) Year of Service or less).
   4. For vesting and allocation purposes, the computation period will be the Plan Year.

   a. [X] Elapsed time method. (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time
      will be used for:
      1. [X] all purposes (skip to Question 17)
      2. [ ] the following purposes (select one or more):
         a. [ ] eligibility to participate
         b. [ ] vesting
         c. [ ] sharing in allocations or contributions

   b. [ ] Alternative definitions for the Hours of Service method. Instead of the defaults, the following alternatives will apply
      for the Hours of Service method (select one or more):
      1. [ ] Eligibility computation period. Instead of shifting to the Plan Year, the eligibility computation period after
         the initial eligibility computation period will be based on each anniversary of the date the Employee first
         completes an Hour of Service
      2. [ ] Vesting computation period. Instead of the Plan Year, the vesting computation period will be the date an
         Employee first performs an Hour of Service and each anniversary thereafter.
      3. [ ] Equivalency method. Instead of using actual Hours of Service, an equivalency method will be used to
         determine Hours of Service for:
         a. [ ] all purposes
         b. [ ] the following purposes (select one or more):
            1. [ ] eligibility to participate
            2. [ ] vesting
            3. [ ] sharing in allocations or contributions

         Such method will apply to:
         c. [ ] all Employees
         d. [ ] Employees for whom records of actual Hours of Service are not maintained or available
            (e.g., salaried Employees)
         e. [ ] other: ____________________________ (e.g., per-diem Employees only)
Governmental Money Purchase Plan

Hours of Service will be determined on the basis of:

f. [ ] days worked (10 hours per day)
g. [ ] weeks worked (45 hours per week)
h. [ ] semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
i. [ ] months worked (190 hours per month)
j. [ ] bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
k. [ ] other: ___________________ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).

4. [ ] Number of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least ______ (not to exceed 1,000) Hours of Service for:
   a. [ ] all purposes
   b. [ ] the following purposes (select one or more):
      1. [ ] eligibility to participate
      2. [ ] vesting
      3. [ ] sharing in allocations or contributions

VESTING

17. VESTING OF PARTICIPANTS INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
   a. [ ] N/A (no Employer contributions; skip to Question 19)
   b. [X] The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions
   c. [ ] N/A (no Employer contributions (other than matching contributions); skip to f)
   d. [ ] 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
   e. [X] The following vesting schedule, based on a Participant’s Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
      1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
      2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
      3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
      4. [X] Cliff: 100% vesting after three (3), (not to exceed 15) years
      5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Percentage</th>
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Vesting for Employer matching contributions
   f. [X] N/A (no Employer matching contributions)
   g. [ ] The schedule above will also apply to Employer matching contributions.
   h. [ ] 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
   i. [ ] The following vesting schedule, based on a Participant’s Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
      1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
      2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
      3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
      4. [ ] Cliff: 100% vesting after __________ (not to exceed 15) years
      5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)
EXHIBIT B

Governmental Money Purchase Plan

<table>
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<th>Years (or Periods) of Service</th>
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18. VESTING OPTIONS
Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

a. [ ] Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
b. [ ] Service prior to the computation period in which an Employee has attained age ________.
c. [ ] Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):
d. [X] Death
e. [X] Total and Permanent Disability
f. [ ] Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

a. [X] Specific age. The date a Participant attains age 55 (may not exceed 65)
b. [ ] Age/participation. The later of the date a Participant attains age 55 (may not exceed 65) or the _____ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced

NOTE: Effective for 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 three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(7).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)
c. [X] Age 55 (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

a. [X] date on which the Participant attains "NRA"
b. [ ] first day of the month coinciding with or next following the Participant's "NRA"
c. [ ] first day of the month nearest the Participant's "NRA"
d. [ ] Anniversary Date coinciding with or next following the Participant's "NRA"
e. [ ] Anniversary Date nearest the Participant's "NRA"
f. [ ] Other: ____________ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

a. [X] N/A (no early retirement provision provided)
b. [ ] Early Retirement Date means the:
   1. [ ] date on which a Participant satisfies the early retirement requirements
   2. [ ] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
   3. [ ] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements
   
Early retirement requirements

4. [ ] Participant attains age _______
   AND, completes... (leave blank if not applicable)
   a. [ ] at least ______ Years (or Periods) of Service for vesting purposes
   b. [ ] at least ______ Years (or Periods) of Service for eligibility purposes
   c. [ ] Early Retirement Date means: __________________ (must be definitely determinable)
COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition
a. [X] Wages, tips and other compensation on Form W-2
b. [ ] Code §3401(a) wages (wages for withholding purposes)
c. [ ] 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(b)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following “determination period” (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):
d. [X] the Plan Year
e. [ ] the Fiscal Year coinciding with or ending within the Plan Year
f. [ ] the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:
g. [ ] No adjustments (skip to i. below)
h. [X] Adjustments. Compensation will be adjusted by (select all that apply):
   1. [ ] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
   2. [ ] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
   3. [ ] excluding Compensation paid during the “determination period” while not a Participant in the Plan.
   4. [X] excluding Military Differential Pay
   5. [X] excluding overtime
   6. [X] excluding bonuses
   7. [ ] other: __________________________ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)
i. [ ] If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: ____________ (may not be later than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)
The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.; leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.23), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.
a. [X] The defaults listed above apply except for the following (select one or more):
   1. [ ] Leave cashouts will be excluded
   2. [X] Nonqualified unfunded deferred compensation will be excluded
   3. [X] Military Differential Pay will be included (Plan automatically includes for Limitation Years beginning after December 31, 2008)
   4. [X] Disability continuation payments will be included

Plan Compensation (post-severance compensation adjustments)
b. [ ] Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.
c. [ ] Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.
d. [X] Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more):
   1. [ ] Exclude all post-severance compensation
   2. [ ] Regular pay will be excluded
   3. [ ] Leave cash-outs will be excluded
   4. [X] Nonqualified unfunded deferred compensation will be excluded
   5. [ ] Military Differential Pay will be included
   6. [ ] Disability continuation payments will be included

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NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

Post-severance compensation special effective date (leave blank if not applicable)
e. [ ] If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective: ____________________________

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas):
a. [X] Fixed contribution equal to (only select one):
   1. [ ] _______% of each Participant's Compensation for each:
      a. [ ] Plan Year
      b. [ ] calendar quarter
      c. [ ] month
      d. [ ] pay period
      e. [ ] week
   2. [ ] $______ per Participant.
   3. [ ] $______ per Hour of Service worked while an Eligible Employee
      a. [ ] up to ______ hours (leave blank if no limit)
   4. [X] other: 10.5% of Participant's compensation contributed bi-weekly. (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

b. [ ] Sick leave/vacation leave conversion. The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):
1. [ ] Sick leave
2. [ ] Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4. leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)
3. [ ] Former Employees. All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
   a. [ ] The Former Employee must be at least age ______ (e.g., 55)
   b. [ ] The value of the sick and/or vacation leave must be at least $______ (e.g., $2,000)
   c. [ ] A contribution will only be made if the total hours is over ______ (e.g., 10) hours
   d. [ ] A contribution will not be made for hours in excess of ______ (e.g., 40) hours
4. [ ] Active Employees, Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
   a. [ ] The Employee must be at least age ______ (e.g., 55)
   b. [ ] The value of the sick and/or vacation leave must be at least $______ (e.g., $2,000)
   c. [ ] A contribution will only be made if the total hours is over ______ (e.g., 10) hours
   d. [ ] A contribution will not be made for hours in excess of ______ (e.g., 40) hours

c. [ ] Social Security Replacement Plan. An amount equal to 7.5% of the Participant’s Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant’s Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

Include only part-time, seasonal and temporary Employees (leave blank if not applicable)
1. [ ] Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.
25. **ALLOCATION CONDITIONS** (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.).

   a. **[X]** No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
   
   b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)

   **Conditions for Participants NOT employed on the last day of the Plan Year**

   1. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service (or ________ (not to exceed 12) months of service if the elapsed time method is selected).
   
   2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   
   3. [ ] Participants will NOT share in the allocations, regardless of service.
   
   4. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   **Conditions for Participants employed on the last day of the Plan Year**

   6. [ ] No service requirement.
   
   7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   
   8. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service during the Plan Year.
   
   9. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   **Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply: leave blank if none apply):

   c. [ ] Death
   
   d. [ ] Total and Permanent Disability
   
   e. [ ] Termination of employment on or after Normal Retirement Age
   
   1. [ ] or Early Retirement Date

26. **EMPLOYER MATCHING CONTRIBUTIONS** (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

   **A. Elective deferrals taken into account.** For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):

   a. [ ] 457 plan(s). Enter Plan name: __________________________
   
   b. [ ] 403(b) plan(s). Enter Plan name: __________________________

   **NOTE:** If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

   **B. Matching Formula.** (select one)

   c. [ ] Fixed - uniform rate/amount. The Employer will make matching contributions equal to ______% (e.g., 50) of the Participant's elective deferrals

   1. [ ] that do not exceed ______% of a Participant's Compensation (leave blank if no limit)
   
   d. [ ] Fixed - tiered. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

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

<table>
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<tr>
<th>Tiers of Contributions (indicate $ or %)</th>
<th>Matching Percentage</th>
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<tbody>
<tr>
<td>First ______</td>
<td>______ %</td>
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<td>Next ______</td>
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<td>Next ______</td>
<td>______ %</td>
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<tr>
<td>Next ______</td>
<td>______ %</td>
</tr>
</tbody>
</table>
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c. [ ] **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

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<tr>
<th>Years (or Periods) of Service</th>
<th>Matching Percentage</th>
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</table>

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:
1. [ ] vesting purposes
2. [ ] eligibility purposes

f. [ ] Other: ____________________________, (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. **MATCHING CONTRIBUTION PROVISIONS**

A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
   a. [ ] N/A (no Plan specific limit on the amount of matching contribution)
   b. [ ] $________
   c. [ ] ______% of Compensation.

B. **Period of determination.** The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):
   d. [ ] the Plan Year
   e. [ ] each payroll period
   f. [ ] each month
   g. [ ] each Plan Year quarter
   h. [ ] each payroll unit (e.g., hour)

28. **ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3).** Select a. OR b. and all that apply of c. - h.

a. [ ] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)
   Conditions for Participants **NOT employed on the last day of the Plan Year**.
   1. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service (or ________ (not to exceed 12) months of service if the elapsed time method is selected).
   2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   3. [ ] Participants will NOT share in the allocations, regardless of service.
   4. [ ] Participants will share in the allocations, regardless of service.
   5. [ ] Other: ____________________________, (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Conditions for Participants employed on the last day of the Plan Year
   6. [ ] No service requirement.
   7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   8. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service during the Plan Year.
   9. [ ] Other: ____________________________, (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

**Waiver of conditions for Participants NOT employed on the last day of the Plan Year.** If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- [ ] Death
- [ ] Total and Permanent Disability
- [ ] **Termination of employment on or after Normal Retirement Age**
  1. [ ] or Early Retirement Date
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Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: __________ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Forfeitures of Employer contributions other than matching contributions will be:

a. [ ] added to the Employer contribution and allocated in the same manner
b. [X] used to reduce any Employer contribution
c. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
d. [ ] other: ______________________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:

e. [X] N/A. Same as above or no Employer matching contributions.
f. [ ] used to reduce the Employer matching contribution,
g. [ ] used to reduce any Employer contribution,
h. [ ] other: ______________________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))

Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan after the previous Valuation Date will be determined:

a. [X] N/A. (all assets in the Plan are subject to Participant investment direction)
b. [ ] by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
c. [ ] by treating one-half of all such contributions as being a part of the Participant's non-segregated Account balance as of the previous Valuation Date
d. [ ] by using the method specified in Plan Section 4.3(c) (balance forward method)
e. [ ] other: ______________________ (must be a definite predetermined formula)

31. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

a. [X] An Eligible Employee must contribute to the Plan ___.5% (not to exceed 25%) of Compensation.
b. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from ___% (not less than 1%) to _____% (not to exceed 25%) of Compensation.
c. [ ] Other: ______________________ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.

d. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

32. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.

a. [ ] After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan,

DISTRIBUTIONS

33. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

a. [X] lump-sums
b. [X] substantially equal installments
c. [ ] partial withdrawals, provided the minimum withdrawal is $______ (leave blank if no minimum)
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d. [ ] partial withdrawals or installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):

1. [ ]

e. [ ] annuity: ____________________________ (describe the form of annuity or annuities)

f. [X] other: Any other sequence as requested by the Participant. (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant’s Rollover Account.

Cash or property. Distributions may be made in:

g. [ ] cash only, except for (select all that apply; leave blank if none apply):

1. [ ] insurance Contracts
2. [ ] annuity Contracts
3. [ ] Participant loans

h. [X] cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

1. [X] Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan. (must be definitely determinable and not subject to Employer discretion)

34. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of $5,000

a. [X] Distributions may be made as soon as administratively feasible following severance of employment.

b. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

c. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.

d. [ ] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.

e. [ ] Distributions may be made as soon as administratively feasible after _______ months have elapsed following severance of employment.

f. [ ] No distributions may be made until a Participant has reached Early or Normal Retirement Date.

g. [ ] Other: ____________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of $5,000 or less

h. [X] Same as above

i. [ ] Distributions may be made as soon as administratively feasible following severance of employment.

j. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

k. [ ] Other: ____________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f and 34.h.):

l. [ ] Other: ____________________________ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of $5,000 or less are only paid as lump-sums.

m. [ ] No, Participant consent is required for all distributions.

n. [X] Yes, Participant consent is required only if the distribution is over:

1. [ ] $5,000
2. [X] $1,000
3. [ ] $_______ (less than $1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
Governmental Money Purchase Plan

Automatic IRA rollover. With respect to mandatory distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

4. [ ] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $______ (e.g., $200).

E. Rollovers in determination of $5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the $5,000 threshold for timing of distributions, form of distributions, or consent rules.

o. [ ] Exclude rollovers (rollover contributions will be excluded in determining the $5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is $1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

a. [X] be made pursuant to the election of the Participant or "designated Beneficiary"

b. [ ] begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2

c. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries

d. [ ] be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such surviving Spouse

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a, b, and d would not be applicable).

36. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

a. [X] In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:

1. [X] Age. The Participant has reached:

   a. [ ] Normal Retirement Age
   b. [ ] age 62
   c. [X] age 70 1/2 (may not be earlier than age 62)

   Special effective date (may be left blank if same as Plan or Restatement Effective Date)

d. [ ] ________ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

b. [ ] all Accounts

c. [ ] only from the following Accounts (select one or more):

1. [ ] Account attributable to Employer matching contributions
2. [ ] Account attributable to Employer contributions other than matching contributions
3. [ ] Rollover Account
4. [ ] Transfer Account
5. [ ] Other: __________________________ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

d. [X] N/A (no additional limitations)

e. [ ] Additional limitations (select one or more):

1. [ ] The minimum amount of a distribution is $______.
2. [ ] No more than _______ distribution(s) may be made to a Participant during a Plan Year.
3. [ ] Distributions may only be made from Accounts which are fully Vested.
4. [ ] In-service distributions may be made subject to the following provisions: _______ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)

Continued benefit accruals.

a. [X] Continued benefit accruals will NOT apply

b. [ ] Continued benefit accruals will apply
Governmental Money Purchase Plan

Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)
c. [ ] ________________ (may not be earlier than the first day of the 2007 Plan Year)

Distributions for deemed severance of employment

d. [X] The Plan does NOT permit distributions for deemed severance of employment

e. [ ] The Plan permits distributions for deemed severance of employment

Special effective date (may be left blank if same as Plan or Restatement Effective Date)

1. [ ] ________________ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

a. [ ] New loans are NOT permitted.
b. [X] New loans are permitted.

NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)

Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
a. [X] Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
b. [ ] Participants who are Former Employees

c. [X] At any time
d. [ ] Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5 b. 1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:
a. [ ] RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).
b. [ ] RMDs continued unless otherwise elected by a Participant or Beneficiary.
c. [ ] RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
d. [ ] Other: ____________________________

Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"): 
e. [ ] "2009 RMDs" and "Extended 2009 RMDs."
f. [ ] "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected as a. below:
a. [ ] Non-spousal rollovers are allowed effective ________________ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)
Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent 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.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Governmental Volume Submitter Money Purchase Plan #09-002.

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

Nationwide Financial Services, Inc. will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Nationwide Financial Services, Inc. of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Nationwide Retirement Solutions
Address: P.O. Box 182797
         Columbus, Ohio 43218
Telephone: (877) 496-1630

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Fort Collins
By: ___________________________________________________________________

DATE SIGNED

TRUSTEE (OR INSURER):

[X] The signature of the Trustee or Insurer appears on a separate agreement or Contract,
OR (add additional Trustee signature lines as necessary)

__________________________________________________________________________

TRUSTEE OR INSURER

DATE SIGNED

Approved as to form:

SR. Assistant City Attorney

© 2014 Nationwide Financial Services, Inc. or its suppliers
APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):
   a. [ ] Special effective date(s): ________________________________. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):
   a. [ ] No other permitted elections

   The following elections apply (select one or more):
   b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
   c. [ ] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
      1. [ ] eligibility purposes
      2. [ ] vesting purposes
   d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used:
      1) Surviving Spouse 2) Participant's Estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
   e. [ ] Common, collective or pooled trust funds (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are):
   f. [ ] Limitation Year (Plan Section 1.29). The Limitation Year for Code §415 purposes will be ____________ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
   g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(h)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
      1. [ ] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":

   h. [ ] Recognition of Service with other employers (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

<table>
<thead>
<tr>
<th>Employer name:</th>
<th>Eligibility</th>
<th>Vesting</th>
<th>Contribution Allocation</th>
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<tbody>
<tr>
<td></td>
<td>a. [ ]</td>
<td>b. [ ]</td>
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Limitations
7. [ ] The following provisions or limitations apply with respect to the recognition of prior service: ________________________________
   (e.g., credit service with X only on/after 1/1/13)
Governmental Money Purchase Plan

i. [ ] Other vesting provisions. The following vesting provisions apply to the Plan (select one or more):
1. [ ] Special vesting provisions. The following special provisions apply to the vesting provisions of the Plan:  
   (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. [ ] Pre-amendment vesting schedule. (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. - d. AND complete e.):
   
   Applicable Participants. The vesting schedules in Question 17 only apply to:
   a. [ ] Participants who are Employees as of ______________________ (enter date).
   b. [ ] Participants in the Plan who have an Hour of Service on or after ______________________ (enter date).
   c. [ ] Participants (even if not an Employee) in the Plan on or after ______________________ (enter date).
   d. [ ] Other: ______________________ (e.g., Participants in division A)

Vesting schedule
   e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

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<tr>
<th>Years (or Periods) of Service</th>
<th>Percentage</th>
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j. [ ] Minimum distribution transitional rules (Plan Section 6.8(e)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

The "required beginning date" for a Participant is:
1. [ ] April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
2. [ ] April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both: leave blank if both applied effective as of January 1, 1996):
   a. [ ] A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of ______________________ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, the Plan permits annuities as a form of distribution then the following apply:
      1. [ ] N/A (annuity distributions are not permitted)
      2. [ ] Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3. [ ] Upon the recommencement of distributions, a new Annuity Starting Date is created.
   b. [ ] A Participant who had not begun receiving required minimum distributions as of  
      (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:
      1. [ ] The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. [ ] Other spousal provisions (select one or more)
1. [ ] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:

2. [ ] Automatic revocation of spousal designation (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. [ ] Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. [ ] Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of:

m. [X] Total and Permanent Disability. Instead of the definition at Plan Section 1.49, Total and Permanent Disability means:
   A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited
Governmental Money Purchase Plan

by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).

n. [ ] Permissible Trust (or Custodian) modifications. The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. [ ] Investments. The Employer amends the Trust provisions relating to Trust investments as follows:

2. [ ] Duties. The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. [ ] Other administrative provisions. The Employer amends the other administrative provisions of the Trust as follows:
ADMINISTRATIVE PROCEDURES

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

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if not applicable)
   a. [ ] Limitations (select one or more):
      1. [ ] Loans will be treated as Participant directed investments.
      2. [ ] Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
         a. [ ] hardship reasons specified in Plan Section 6.12
         b. [ ] financial necessity (as defined in the loan program).
      3. [ ] The minimum loan will be $1,000.
      4. [ ] A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
      5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
      6. [ ] Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
         a. [ ] Account(s) attributable to Employer matching contributions
         b. [ ] Account attributable to Employer contributions other than matching contributions
         c. [ ] Rollover Account
         d. [ ] Transfer Account
         e. [ ] Other:____________________________________________________

   AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
   f. [ ] by determining the limits by only considering the restricted accounts.
   g. [ ] by determining the limits taking into account a Participant's entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if not applicable)
   b. [ ] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
      1. [ ] payroll deduction
      2. [ ] ACH (Automated Clearing House)
      3. [ ] check
         a. [ ] Only for prepayment
   c. [ ] Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
      1. [ ] __________% percentage points over the prime interest rate
      2. [ ] __________% the Administrator establishes the rate at the time the loan is made
   d. [ ] Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)

   a. [ ] Life insurance may not be purchased.
   b. [ ] Life insurance may be purchased...
      1. [ ] at the option of the Administrator
      2. [ ] at the option of the Participant

   Limitations
      3. [ ] N/A (no limitations)
      4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
         a. [ ] Each initial Contract will have a minimum face amount of $________.
         b. [ ] Each additional Contract will have a minimum face amount of $________.
         c. [ ] The Participant has completed ______ Years (or Periods) of Service.
         d. [ ] The Participant has completed ______ Years (or Periods) of Service while a Participant in the Plan.
         e. [ ] The Participant is under age ______ on the Contract issue date.
         f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed $________.
         g. [ ] The maximum face amount of any life insurance Contract will be $________.

C. Plan Expenses. Will the Plan assess against an individual Participant's Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?
   a. [ ] No
   b. [ ] Yes
D. Directed investments
   a. [ ] Participant directed investments are NOT permitted.
   b. [X] Participant directed investments are permitted from the following Participant Accounts:
      1. [X] all Accounts
      2. [ ] only from the following Accounts (select one or more):
         a. [ ] Account attributable to Employer contributions
         b. [ ] Rollover Account
         c. [ ] Transfer Account
         d. [ ] Other: _____________________________ (specify Account(s) and conditions in a manner that is
definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?
   a. [ ] No, Administrator determines in operation which sources will be accepted.
   b. [X] Yes

   Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)

   1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or
      more):
      a. [ ] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
         plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
      b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
         plan, stock bonus plan and money purchase plan), including after-tax employee contributions
      c. [ ] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
      d. [X] a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
      e. [ ] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
      f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
      g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)

   Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another
   plan unless selected below (leave blank if default applies)
   h. [ ] The Plan will accept a direct rollover of a Participant loan
   i. [ ] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
         __________________________________________________________________________
         (e.g., only from Participants who were employees of
         an acquired organization).

   2. [X] Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan
   will accept a contribution of an eligible rollover distribution (select one or more):
   a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
      plan, stock bonus plan and money purchase plan)
   b. [X] a plan described in Code §403(a) (an annuity plan)
   c. [X] a plan described in Code §403(b) (a tax-sheltered annuity)
   d. [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan)

   3. [X] Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a
   distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includable in gross
   income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education
   IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the
   amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
ADOPTION AGREEMENT FOR
NATIONWIDE FINANCIAL SERVICES, INC.
GOVERNMENTAL VOLUME SUBMITTER MONEY PURCHASE PLAN

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

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

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: City of Fort Collins

Address: 300 LaPorte Avenue

Fort Collins City Colorado 80521

Telephone: (970) 221-6535

Taxpayer Identification Number (TIN): 84-6000587

Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.
   a. [ ] State government or state agency
   b. [ ] County or county agency
   c. [X] Municipality or municipal agency
   d. [ ] Indian tribal government (see Note below)
   e. [ ] Other: ____________________________

   NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.38). Will any other Employers adopt this Plan as Participating Employers?
   a. [ ] No
   b. [X] Yes

PLAN INFORMATION
(An amendment to the Adoption Agreement is not needed solely to reflect a change in the information in Questions 9. through 10.)

4. PLAN NAME:

City of Fort Collins Undrafted Management and Classified Employee Plan

5. PLAN STATUS
   a. [ ] New Plan
   b. [X] Amendment and restatement of existing Plan
      PPA RESTATEMENT (leave blank if not applicable)
         1. [ ] This is an amendment and restatement to bring a plan into compliance with the Pension Protection Act of 2006 ("PPA") and other legislative and regulatory changes (i.e., the 6-year pre-approved plan restatement).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan, complete a. AND b. if an amendment and restatement)
   Initial Effective Date of Plan
   a. December 1, 1974 (enter month day, year) (hereinafter called the "Effective Date" unless 6.b. is entered below)

   Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:
   b. September 18, 2020 (enter month day, year; may enter a restatement date that is the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

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7. PLAN YEAR (Plan Section 1.42) means, except as otherwise provided in d. below:
b. [   ] the twelve-month period ending on ____________ (e.g., June 30th) 

c. [X] N/A 
d. [   ] beginning on _______________ (enter month day, year; e.g., July 1, 2013) and ending on _______________ (enter month day, year).

SHORT PLAN YEAR (Plan Section 1.46). This is a Short Plan Year (if the effective date of participation is based on a Plan Year, then coordinate with Question 14):

8. VALUATION DATE (Plan Section 1.52) means:
a. [X] every day that the Trustee (or Insurer), any transfer agent appointed by the Trustee (or Insurer) or the Employer, and any stock exchange used by such agent are open for business (daily valuation) 
b. [   ] the last day of each Plan Year 
c. [   ] the last day of each Plan Year quarter 
d. [   ] other (specify day or days): ____________________________ (must be at least once each Plan Year)  

NOTE: The Plan always permits interim valuations.

9. TRUSTEE(S) OR INSURER(S) (Plan Sections 1.25 and 1.50):
a. [   ] Insurer. This Plan is funded exclusively with Contracts and the name of the Insurer(s) is:

   (1) __________________________________________ (2) __________________________________________ (if more than 1, add names to signature page).

b. [   ] Individual Trustee(s). Individual Trustee(s) who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary) 

   Name(s)  
   __________________________________________  
   __________________________________________  
   __________________________________________  

   Address and telephone number
   1. [   ] Use Employer address and telephone number 
   2. [   ] Use address and telephone number below: 
   Address: __________________________________________ 
   Street 
   City  State  Zip 
   Telephone: __________________________________________ 

c. [X] Corporate Trustee(s) (add additional Trustees as necessary)

   Name: __________________________________________ 
   Address: 10 West Nationwide Blvd.  
   Street Columbus  Ohio  43215 
   City  State  Zip 
   Telephone: (614) 435-5633 

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee (Plan Section 1.21) and if there is an individual Trustee, he or she will serve as a Discretionary Trustee (Plan Section 1.22) over all Plan assets (select all that apply; leave blank if defaults apply) 

d. [X] Directed Trustee exceptions (leave blank if no exceptions):

   Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply): 
   1. [   ] The corporate Trustee will serve as Directed Trustee over the following assets: __________________________
Governmental Money Purchase Plan

2. [ ] The individual Trustee(s) will serve as Directed Trustee over the following assets: ___________________________
   Individual Trustee will serve as Directed Trustee (may not be selected with d.1. or d.2.)
3. [ ] over all Plan assets
   c. [ ] Discretionary Trustee exceptions (leave blank if no exceptions):
      Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
      1. [ ] The individual Trustee(s) will serve as Discretionary Trustee over the following assets:
      2. [ ] The corporate Trustee will serve as Discretionary Trustee over the following assets:
   Corporate Trustee will serve as Discretionary Trustee (may not be selected with e.1. or e.2.)
3. [ ] over all Plan assets

Separate trust. Will a separate trust agreement that is approved by the IRS for use with this Plan be used?
   f. [ ] No
   g. [X] Yes

NOTE: If Yes is selected, an executed copy of the trust agreement between the Trustee and the Employer must be attached to this Plan. The Plan and trust agreement will be read and construed together. The responsibilities, rights and powers of the Trustee will be those specified in the trust agreement.

10. ADMINISTRATOR’S NAME, ADDRESS AND TELEPHONE NUMBER
   (If none is named, the Employer will be the Administrator (Plan Section 1.2).)
   a. [X] Employer (use Employer address and telephone number)
   b. [ ] Other:
      Name: ____________________________________________
      Address: ____________________________________________
      Street ____________________________________________
      City __________________ State _______ Zip ____________
   Telephone: ____________________________________________

11. CONTRIBUTION TYPES
   The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.
   FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)
   a. [ ] This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
      1. [ ] All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 12-18 and 22-29)
      2. [ ] All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)
   Effective date
   3. [ ] as of ____________________________ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS
   The Plan permits the following contributions (select one or more):
   b. [X] Employer contributions other than matching (Questions 24-25)
      1. [ ] This Plan qualifies as a Social Security Replacement Plan (Question 24.c. must be selected)
   c. [ ] Employer matching contributions (Questions 26-28)
   d. [X] Mandatory Employee contributions (Question 31)
   e. [ ] After-tax voluntary Employee contributions (Question 32)
   f. [X] Rollover contributions (Question 39)

ELIGIBILITY REQUIREMENTS

12. ELIGIBLE EMPLOYEES (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan:
   a. [ ] No excluded Employees. There are no additional excluded Employees under the Plan (skip to Question 13).
   b. [X] Exclusions. The following Employees are not Eligible Employees for Plan purposes (select one or more):
      1. [ ] Union Employees (as defined in Plan Section 1.17)
      2. [ ] Nonresident aliens (as defined in Plan Section 1.17)
      3. [ ] Leased Employees (Plan Section 1.28)
Governmental Money Purchase Plan

4. [ ] Part-time/temporary/seasonal employees. A part-time, temporary or seasonal Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.54). However, if any such excluded Employee actually completes a Year of Service, then such Employee will no longer be part of this excluded class.

5. [X] Other: See Exhibit I. (must be definitely determinable under Regulations §1.401-1(b). Exclusions may be employment title specific but may not be by individual name nor result in only a finite group of individuals (e.g., excluding anyone hired after 12/31/12.)

13. CONDITIONS OF ELIGIBILITY (Plan Section 3.1)

a. [ ] No age or service required. No age or service required for all Contribution Types (skip to Question 14).

b. [X] Eligibility. An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

c. [X] Age Requirement

1. [ ] No age requirement
2. [ ] Age 20 1/2
3. [ ] Age 21
4. [ ] Age _____ (may not exceed 26)

d. [X] Service Requirement

1. [ ] No service requirement
2. [X] six (6) months of service (elapsed time)
3. [ ] 1 Year of Service
4. [ ] _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
5. [ ] _____ consecutive months of employment from the Eligible Employee's employment commencement date.
6. [ ] Other: __________________________________________________ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c. 4. or d. 7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

e. [ ] If employed on __________________ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):

1. [ ] service requirement (may let part-time Eligible Employees into the Plan)
2. [ ] age requirement
3. [ ] waiver is for: __________________________________

Amendment or restatement to change eligibility requirements

f. [ ] This amendment or restatement (or a prior amendment and restatement) modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.

1. [ ] The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.

2. [ ] The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

a. [ ] date such requirements are met
b. [ ] first day of the month coinciding with or next following the date on which such requirements are met
c. [ ] first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
d. [ ] earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
e. [ ] first day of the Plan Year coinciding with or next following the date on which such requirements are met (Eligibility must be six months of service (or 1 1/2 Years (or Periods) of Service if 100% immediate vesting is selected) or less and age must be 20 1/2 or less.)
f. [ ] first day of the Plan Year in which such requirements are met
g. [ ] first day of the Plan Year in which such requirements are met. If such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
h. [X] other: _______________ (must be definitely determinable)
SERVICE

15. RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.39 and 1.54)
   a. [X] No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for
      the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and
      predecessor Employers who maintained this Plan; skip to Question 16).
   b. [ ] Prior service with the designated employers is recognized as follows (answer c. and select one or more of c.1. - 3.:
      select d. - f. as applicable) (if more than 3 employers, attach an addendum to the Adoption Agreement or complete
      option h. under Section B of Appendix A):

<table>
<thead>
<tr>
<th>Other Employer</th>
<th>Eligibility</th>
<th>Vesting</th>
<th>Contribution Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>c. [ ] Employer name:</td>
<td>1. [ ]</td>
<td>2. [ ]</td>
<td>3. [ ]</td>
</tr>
<tr>
<td>d. [ ] Employer name:</td>
<td>1. [ ]</td>
<td>2. [ ]</td>
<td>3. [ ]</td>
</tr>
<tr>
<td>e. [ ] Employer name:</td>
<td>1. [ ]</td>
<td>2. [ ]</td>
<td>3. [ ]</td>
</tr>
</tbody>
</table>

Limitations
   f. [ ] The following provisions or limitations apply with respect to the recognition of prior service:
      (e.g., credit service with X only on/after 1/1/13)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s)
must be recognized pursuant to Plan Sections 1.39 and 1.54 regardless of any selections above.

16. SERVICE CREDITING METHOD (Plan Sections 1.39 and 1.54)

NOTE: If no selections are made in this Section, then the provisions set forth in the definition of Year of Service in Plan
Section 1.54 will apply, including the following defaults:
   1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.
   2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service.
   3. For eligibility purposes, the computation period will be as defined in Plan Section 1.54 (i.e., shift to the Plan Year if
the eligibility condition is one (1) Year of Service or less).
   4. For vesting and allocation purposes, the computation period will be the Plan Year.

a. [X] Elapsed time method. (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time
will be used for:
   1. [X] all purposes (skip to Question 17)
   2. [ ] the following purposes (select one or more):
      a. [ ] eligibility to participate
      b. [ ] vesting
      c. [ ] sharing in allocations or contributions

b. [ ] Alternative definitions for the Hours of Service method. Instead of the defaults, the following alternatives will apply
for the Hours of Service method (select one or more):
   1. [ ] Eligibility computation period. Instead of shifting to the Plan Year, the eligibility computation period after
the initial eligibility computation period will be based on each anniversary of the date the Employee first
completes an Hour of Service
   2. [ ] Vesting computation period. Instead of the Plan Year, the vesting computation period will be the date an
Employee first performs an Hour of Service and each anniversary thereof.
   3. [ ] Equivalency method. Instead of using actual Hours of Service, an equivalency method will be used to
determine Hours of Service for:
      a. [ ] all purposes
      b. [ ] the following purposes (select one or more):
         1. [ ] eligibility to participate
         2. [ ] vesting
         3. [ ] sharing in allocations or contributions

Such method will apply to:
   c. [ ] all Employees
   d. [ ] Employees for whom records of actual Hours of Service are not maintained or available
      (e.g., salaried Employees)
   e. [ ] other: ________________________________ (e.g., per-diem Employees only)
EXHIBIT B

Governmental Money Purchase Plan

Hours of Service will be determined on the basis of:
f. [ ] days worked (10 hours per day)
g. [ ] weeks worked (45 hours per week)
h. [ ] semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
i. [ ] months worked (190 hours per month)
j. [ ] bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
k. [ ] other: ________________ (e.g., on-call Employees and option g. is used for per-diem Employees and option g. is used for on-call Employees).

4. [ ] Number of Hours of Service required. Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least ________ (not to exceed 1,000) Hours of Service for:
   a. [ ] all purposes
   b. [ ] the following purposes (select one or more):
      1. [ ] eligibility to participate
      2. [ ] vesting
      3. [ ] sharing in allocations or contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
   a. [ ] N/A (no Employer contributions; skip to Question 19)
   b. [X] The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

   NOTE: The Plan provides that contributions for converted sick leave and/or vacation leave are fully Vested.

Vesting for Employer contributions other than matching contributions
   c. [ ] N/A (no Employer contributions (other than matching contributions); skip to f.)
   d. [X] 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
   e. [ ] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
      1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
      2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
      3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
      4. [ ] Cliff: 100% vesting after ________ (not to exceed 15) years
      5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

<table>
<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Percentage</th>
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</tbody>
</table>

Vesting for Employer matching contributions
   f. [X] N/A (no Employer matching contributions)
   g. [ ] The schedule above will also apply to Employer matching contributions.
   h. [ ] 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
   i. [ ] The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
      1. [ ] 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
      2. [ ] 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
      3. [ ] 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
      4. [ ] Cliff: 100% vesting after ________ (not to exceed 15) years
      5. [ ] Other graded vesting schedule (must provide for full vesting no later than 15 years of service; add additional lines as necessary)

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18. VESTING OPTIONS

Excluded vesting service. The following Years of Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

a. [ ] Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
b. [ ] Service prior to the computation period in which an Employee has attained age __________.
c. [ ] Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total And Permanent Disability and Early Retirement Date. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

d. [ ] Death
e. [ ] Total and Permanent Disability
f. [ ] Early Retirement Date

RETIREMENT AGES

19. NORMAL RETIREMENT AGE ("NRA") (Plan Section 1.32) means:

a. [X] Specific age. The date a Participant attains age __55__ (may not exceed 65)
b. [ ] Age/Participation. The later of the date a Participant attains age _____ (may not exceed 65) or the _____ (may not exceed 10th) anniversary of the first day of the Plan Year in which participation in the Plan commenced.

NOTE: Effective for 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 three months after the final regulations are published in the Federal Register, Normal Retirement Age of less than age 62 must meet Regulation §1.401(a)-1(b)(2).

Qualified police or firefighters. Normal Retirement Age for qualified public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)
c. [ ] Age ______ (may not be less than 50)

20. NORMAL RETIREMENT DATE (Plan Section 1.33) means, with respect to any Participant, the:

a. [X] date on which the Participant attains "NRA"
b. [ ] first day of the month coinciding with or next following the Participant's "NRA"
c. [ ] first day of the month nearest the Participant's "NRA"
d. [ ] Anniversary Date coinciding with or next following the Participant's "NRA"
e. [ ] Anniversary Date nearest the Participant's "NRA"
f. [ ] Other: ___________ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)

a. [X] N/A (no early retirement provision provided)
b. [ ] Early Retirement Date means the:
   1. [ ] date on which a Participant satisfies the early retirement requirements
   2. [ ] first day of the month coinciding with or next following the date on which a Participant satisfies the early retirement requirements
   3. [ ] Anniversary Date coinciding with or next following the date on which a Participant satisfies the early retirement requirements

Early retirement requirements

4. [ ] Participant attains age ______ AND completes... (leave blank if not applicable)
a. [ ] at least ______ Years (or Periods) of Service for vesting purposes
b. [ ] at least ______ Years (or Periods) of Service for eligibility purposes
c. [ ] Early Retirement Date means: ____________________________ (must be definitely determinable)
COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition
a. [X] Wages, tips and other compensation on Form W-2
b. [ ] Code §3401(a) wages (wages for withholding purposes)
c. [ ] 415 safe harbor compensation

NOTE: Plan Section 1.23(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457(b).

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):
d. [X] the Plan Year
e. [ ] the Fiscal Year coinciding with or ending within the Plan Year
f. [ ] the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:
g. [ ] No adjustments (skip to i. below)
h. [X] Adjustments. Compensation will be adjusted by (select all that apply):
   1. [ ] excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457(b))
   2. [ ] excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
   3. [ ] excluding Compensation paid during the "determination period" while not a Participant in the Plan.
   4. [X] excluding Military Differential Pay
   5. [X] excluding overtime
   6. [X] excluding bonuses
   7. [ ] other: __________________________ (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

Military Differential Pay Special Effective Date (leave blank if not applicable)
i. [ ] If this is a PPA restatement and the provisions above regarding Military Differential Pay (included unless h.4. is selected) have a later effective date than Plan Years beginning after December 31, 2008, then enter the date such provisions were first effective: __________________________ (may not be earlier than January 1, 2009; for Plan Years beginning prior to January 1, 2009, Military Differential Pay is treated in accordance with the post-severance Compensation provisions in the following Question).

23. POST-SEVERANCE COMPENSATION (415 REGULATIONS)
The following optional provision of the 415 Regulations will apply to Limitation Years beginning on or after July 1, 2007 unless otherwise elected below:

415 Compensation (post-severance compensation adjustments) (select all that apply at a.: leave blank if none apply)

NOTE: Unless otherwise elected under a. below, the following defaults apply: 415 Compensation will include (to the extent provided in Plan Section 1.10), post-severance regular pay, leave cash-outs and payments from nonqualified unfunded deferred compensation plans.

a. [X] The defaults listed above apply except for the following (select one or more):
   1. [ ] Leave cash-outs will be excluded
   2. [X] Nonqualified unfunded deferred compensation will be excluded
   3. [X] Military Differential Pay will be included (Plan automatically includes for Limitation Years beginning after December 31, 2008)
   4. [X] Disability continuation payments will be included

Plan Compensation (post-severance compensation adjustments)
b. [ ] Defaults apply. Compensation will include (to the extent provided in Plan Section 1.10 and to the extent such amounts would be included in Compensation if paid prior to severance of employment) post-severance regular pay, leave cash-outs, and payments from nonqualified unfunded deferred compensation plans.

c. [ ] Exclude all post-severance compensation. Exclude all post-severance compensation for allocation purposes.
d. [X] Post-severance adjustments. The defaults listed at b. apply except for the following (select one or more):
   1. [ ] Exclude all post-severance compensation
   2. [ ] Regular pay will be excluded
   3. [ ] Leave cash-outs will be excluded
   4. [X] Nonqualified unfunded deferred compensation will be excluded
   5. [ ] Military Differential Pay will be included
   6. [ ] Disability continuation payments will be included
NOTE: The above treatment of Military Differential Pay only applies to Plan Years beginning prior to January 1, 2009. For Plan Years beginning after such date, Military Differential Pay is not considered post-severance compensation and the provisions of Question 22 apply.

**Post-severance compensation special effective date (leave blank if not applicable)**

If this is a PPA restatement and the post-severance compensation adjustments above for 415 Compensation or Plan Compensation applied other than the first day of the Plan Year beginning on or after July 1, 2007, then enter the date such provisions were first effective:

**CONTRIBUTIONS AND ALLOCATIONS**

24. **EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS)** (Plan Section 4.1(a)(2)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

**CONTRIBUTION FORMULA** (select one or more of the following contribution formulas):

a. **[X]** Fixed contribution equal to (only select one):

1. [ ] _____% of each Participant's Compensation for each:
   a. [ ] Plan Year
   b. [ ] calendar quarter
   c. [ ] month
   d. [ ] pay period
   e. [ ] week

2. [ ] $________ per Participant.

3. [ ] $________ per Hour of Service worked while an Eligible Employee

   a. [ ] up to ________ hours (leave blank if no limit)

4. [X] other: See Exhibit 1 (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b)).

b. [ ] **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. [ ] Sick leave

2. [ ] Vacation leave

**Eligible Employees.** Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3 and/or 4; leave blank if no limitations provided; however, that this Plan may not be used to only provide benefits for terminated Employees)

3. [ ] **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):

   a. [ ] The Former Employee must be at least _____ (e.g., 55)

   b. [ ] The value of the sick and/or vacation leave must be at least $________ (e.g., $2,000)

   c. [ ] A contribution will only be made if the total hours is over ________ (e.g., 10) hours

   d. [ ] A contribution will not be made for hours in excess of ________ (e.g., 40) hours

4. [ ] **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):

   a. [ ] The Employee must be at least age _____ (e.g., 55)

   b. [ ] The value of the sick and/or vacation leave must be at least $________ (e.g., $2,000)

   c. [ ] A contribution will only be made if the total hours is over ________ (e.g., 10) hours

   d. [ ] A contribution will not be made for hours in excess of ________ (e.g., 40) hours

**c. [ ] Social Security Replacement Plan.** An amount equal to 7.5% of the Participant's Compensation for the entire Plan Year, reduced by Employee and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

Include only part-time, seasonal and temporary Employees (leave blank if not applicable)

1. [ ] Regardless of any other provision in this to the contrary, the contribution above will only be made for part-time, seasonal, or temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2.
25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a. is selected above, indicate requirements to share in allocations of Employer contributions (select a, OR b, and all that apply at c. - e.)
   a. [X] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
   b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)

   Conditions for Participants NOT employed on the last day of the Plan Year
   1. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service (or ________ (not to exceed 12) months of service if the elapsed time method is selected).
   2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   3. [ ] Participants will NOT share in the allocations, regardless of service.
   4. [ ] Participants will share in the allocations, regardless of service.
   5. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   Conditions for Participants employed on the last day of the Plan Year
   6. [ ] No service requirement.
   7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
   8. [ ] A Participant must complete at least ______ (not to exceed 1,000) Hours of Service during the Plan Year.
   9. [ ] Other: __________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):
   c. [ ] Death
d. [ ] Total and Permanent Disability
e. [ ] Termination of employment on or after Normal Retirement Age
   1. [ ] or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Section 4.1(a)(3)). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will make the following matching contributions:

   A. Elective deferrals taken into account. For purposes of applying the matching contribution provisions below, elective deferrals include elective deferral (pre-tax and Roth) contributions to the following Employer plan(s) (insert name of Plan(s) to which the elective deferral contributions being matched will be made):
   a. [ ] 457 plan(s). Enter Plan name: __________________________
   b. [ ] 401(b) plan(s). Enter Plan name: __________________________

   NOTE: If selected at Question 32, after-tax voluntary Employee contributions are also considered elective deferrals for purposes of matching contributions.

   B. Matching Formula. (select one)
   c. [ ] Fixed - uniform rate/amount. The Employer will make matching contributions equal to _____% (e.g., 50) of the Participant's elective deferrals
      1. [ ] that do not exceed _____% of a Participant's Compensation (leave blank if no limit)
   d. [ ] Fixed - tiered. The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's elective deferrals, determined as follows:

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

<table>
<thead>
<tr>
<th>Tiers of Contributions (indicate $ or %)</th>
<th>Matching Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>First ________</td>
<td>________%</td>
</tr>
<tr>
<td>Next ________</td>
<td>________%</td>
</tr>
<tr>
<td>Next ________</td>
<td>________%</td>
</tr>
<tr>
<td>Next ________</td>
<td>________%</td>
</tr>
</tbody>
</table>

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EXHIBIT B

Governmental Money Purchase Plan

e. [ ] Fixed - Years of Service. The Employer will make matching contributions equal to a uniform percentage of each Participant's elective deferrals based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

<table>
<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Matching Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
<tr>
<td></td>
<td>%</td>
</tr>
</tbody>
</table>

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:
1. [ ] vesting purposes
2. [ ] eligibility purposes

f. [ ] Other: ___________________________ (the formula described must satisfy the definitely determinable requirement under Regulations §1.401-1(b))

27. MATCHING CONTRIBUTION PROVISIONS

A. Maximum matching contribution. The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:

a. [ ] N/A (no Plan specific limit on the amount of matching contribution)

b. [ ] $________ of Compensation.

c. [ ] ________% of Compensation.

B. Period of determination. The matching contribution formula will be applied on the following basis (and elective deferrals and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period):

d. [ ] the Plan Year

e. [ ] each payroll period

f. [ ] each month

g. [ ] each Plan Year quarter

h. [ ] each payroll unit (e.g., hour)

28. ALLOCATION CONDITIONS FOR MATCHING CONTRIBUTIONS (Plan Section 4.3). Select a. OR b. and all that apply of c. - h.

a. [ ] No conditions. All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).

b. [ ] Allocation conditions apply (select one of 1. - 5. AND one of 6. - 9. below)

   Conditions for Participants NOT employed on the last day of the Plan Year.

   1. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service (or ________ (not to exceed 12) months of service if the elapsed time method is selected).

   2. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).

   3. [ ] Participants will NOT share in the allocations, regardless of service.

   4. [ ] Participants will share in the allocations, regardless of service.

   5. [ ] Other: ___________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

   Conditions for Participants employed on the last day of the Plan Year

   6. [ ] No service requirement.

   7. [ ] A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).

   8. [ ] A Participant must complete at least ________ (not to exceed 1,000) Hours of Service during the Plan Year.

   9. [ ] Other: ___________________________ (must be definitely determinable, not subject to Employer discretion and may not require more than one Year of Service (or Period of Service if the elapsed time method is selected)).

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1. , 2. , 3. , or 5. is selected. Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

c. [ ] Death
d. [ ] Total and Permanent Disability
e. [ ] Termination of employment on or after Normal Retirement Age
   1. [ ] or Early Retirement Date

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Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

f. [ ] The Plan Year quarter.
g. [ ] Payroll period.
h. [ ] Other: ________________ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))
Forfeitures of Employer contributions other than matching contributions will be:
a. [ ] added to the Employer contribution and allocated in the same manner
b. [X] used to reduce any Employer contribution
c. [ ] allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant’s Compensation for the Plan Year bears to the Compensation of all Participants for such year
d. [ ] other: ________________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

Forfeitures of Employer matching contributions will be:
e. [X] N/A. Same as above or no Employer matching contributions.
f. [ ] used to reduce the Employer matching contribution.
g. [ ] used to reduce any Employer contribution.
h. [ ] other: ________________ (describe the treatment of Forfeitures in a manner that is definitely determinable and not subject to Employer discretion; e.g., Forfeitures attributable to transferred balances from Plan X are allocated as additional discretionary contributions only to former Plan X Participants)

30. ALLOCATION OF EARNINGS (Plan Section 4.3(c))
Allocation of earnings with respect to amounts which are not subject to Participant investment direction and which are contributed to the Plan following the previous Valuation Date will be determined:
a. [X] N/A. (all assets in the Plan are subject to Participant investment direction)
b. [ ] by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
c. [ ] by treating one-half of all such contributions as being a part of the Participant’s nonsegregated Account balance as of the previous Valuation Date
d. [ ] by using the method specified in Plan Section 4.3(c) (balance forward method)
e. [ ] other: ________________ (must be a definite predetermined formula)

31. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)
a. [ ] An Eligible Employee must contribute to the Plan ___% (not to exceed 25%) of Compensation.
b. [ ] An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from ____% (not less than 1%) to ____% (not to exceed 25%) of Compensation.
c. [X] Other: __See Exhibit I__ (must be definitely determinable)

Employer pick-up contribution. The mandatory Employee contribution is "picked up" by the Employer under Code §414(h)(2) unless elected below.
d. [ ] The mandatory Employee contribution is not "picked-up" by the Employer.

32. AFTER-TAX VOLUNTARY EMPLOYEE CONTRIBUTIONS (Plan Section 4.9) (skip if after-tax voluntary Employee contributions NOT selected at Question 11.e.)

Matching after-tax voluntary Employee contributions. There are no Employer matching contributions on after-tax voluntary Employee contributions unless elected below.
a. [ ] After-tax voluntary Employee contributions are considered elective deferrals for purposes of applying any matching contributions under the Plan.

DISTRIBUTIONS

33. FORM OF DISTRIBUTIONS (Plan Sections 6.5 and 6.6)
Distributions under the Plan may be made in (select all that apply; must select at least one):
a. [X] lump-sums
b. [X] substantially equal installments
c. [ ] partial withdrawals, provided the minimum withdrawal is $______ (leave blank if no minimum)
Governmental Money Purchase Plan

d. [ ] partial withdrawals or installment are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (e.g., partial is not permitted for death benefits; leave blank if no exceptions):

   1. [ ]

   e. [ ] annuity: ____________________________ (describe the form of annuity or annuities)

   f. [X] other: Any other sequence as requested by the Participant (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant’s Rollover Account.

Cash or property. Distributions may be made in:

g. [ ] cash only, except for (select all that apply; leave blank if none apply):

   1. [ ] insurance Contracts
   2. [ ] annuity Contracts
   3. [ ] Participant loans

h. [X] cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):

   1. [X] Tax-free distributions of up to $3,000 for the direct payment of qualifying insurance premiums for eligible retired public safety officers are available under the Plan _________. (must be definitely determinable and not subject to Employer discretion)

34. CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT. Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. Accounts in excess of $5,000

   a. [X] Distributions may be made as soon as administratively feasible following severance of employment.

   b. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

   c. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.

   d. [ ] Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.

   e. [ ] Distributions may be made as soon as administratively feasible after ______ months have elapsed following severance of employment.

   f. [ ] No distributions may be made until a Participant has reached Early or Normal Retirement Date.

   g. [ ] Other: ____________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

B. Accounts of $5,000 or less

   h. [X] Same as above

   i. [ ] Distributions may be made as soon as administratively feasible following severance of employment.

   j. [ ] Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.

   k. [ ] Other: ____________________________ (must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 34.f. and 34.h.):

   l. [ ] Other: ____________________________ (e.g., a subsequent distribution request may only be made in accordance with l. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of Code §401(a)(14) as set forth in Plan Section 6.7)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of $5,000 or less are only paid as lump-sums.

m. [ ] No, Participant consent is required for all distributions.

n. [X] Yes, Participant consent is required only if the distribution is over:

   1. [ ] $5,000
   2. [X] $1,000
   3. [ ] ____ (less than $1,000)

NOTE: If 2. or 3. is selected, rollovers will be included in determining the threshold for Participant consent.
Automatic IRA rollover. With respect to mandatory distributions of amounts that are $1,000 or less, if a Participant makes no election, the amount will be distributed as a lump sum unless selected below.
  4. [ ] If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least $_____ (e.g., $200).

E. Rollovers in determination of $55,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be included in determining the $55,000 threshold for timing of distributions, form of distributions, or consent rules.
  o. [ ] Exclude rollovers (rollover contributions will be excluded in determining the $55,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is $1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

35. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))
Distributions upon the death of a Participant prior to the "required beginning date" will:
  a. [X] be made pursuant to the election of the Participant or "designated Beneficiary"
  b. [ ] begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
  c. [ ] be made within 5 (or lesser _____) years of death for all Beneficiaries
  d. [ ] be made within 5 (or lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

36. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)
A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)
In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable. answer a. - e.; leave blank if not applicable):
  a. [X] In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied:
     1. [X] Age. The Participant has reached:
        a. [ ] Normal Retirement Age
        b. [ ] age 62
        c. [X] age 70 1/2 (may not be earlier than age 62)

Special effective date (may be left blank if same as Plan or Restatement Effective Date)
  d. [ ] ________________ (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than the first day of the Plan Year beginning in 2007)

Account restrictions. In-service distributions are permitted from the following Participant Accounts:
  b. [ ] all Accounts
  c. [ ] only from the following Accounts (select one or more):
     1. [ ] Account attributable to Employer matching contributions
     2. [ ] Account attributable to Employer contributions other than matching contributions
     3. [ ] Rollover Account
     4. [ ] Transfer Account
     5. [ ] Other: __________________________ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulations §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:
  d. [X] N/A (no additional limitations)
  e. [ ] Additional limitations (select one or more):
     1. [ ] The minimum amount of a distribution is $_____.
     2. [ ] No more than _____ distribution(s) may be made to a Participant during a Plan Year.
     3. [ ] Distributions may only be made from Accounts which are fully Vested.
     4. [ ] In-service distributions may be made subject to the following provisions: _______ (must satisfy the definitely determinable requirement under Regulations §1.401-1(b) and not be subject to Employer discretion).

37. HEART ACT PROVISIONS (Plan Section 6.17)
Continued benefit accruals.
  a. [X] Continued benefit accruals will NOT apply
  b. [ ] Continued benefit accruals will apply

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Special effective date. If this is a PPA restatement and the provision applied other than as of the first day of the 2007 Plan Year, then enter the date such provision was first effective: (leave blank if not applicable)

Distributions for deemed severance of employment

d. [X] The Plan does NOT permit distributions for deemed severance of employment

e. [ ] The Plan permits distributions for deemed severance of employment

1. [ ] Special effective date (may be left blank if same as Plan or Restatement Effective Date)

   (if this is a PPA restatement and the provisions were effective prior to the Restatement Effective Date, then enter the date such provisions were first effective; may not be earlier than January 1, 2007)

MISCELLANEOUS

38. LOANS TO PARTICIPANTS (Plan Section 7.6)

   a. [ ] New loans are NOT permitted.
   b. [X] New loans are permitted.

   NOTE: Regardless of whether new loans are permitted, if the Plan permits rollovers, then the Administrator may, in a uniform manner, accept rollovers of loans into this Plan.

39. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at l.l.f.)

   Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):

   a. [X] Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
   b. [ ] Participants who are Former Employees

   Distributions. When may distributions be made from a Participant’s Rollover Account?

   c. [X] At any time
   d. [ ] Only when the Participant is otherwise entitled to a distribution under the Plan

PPA TRANSITION RULES

The following questions only apply if this is a PPA restatement (i.e., Question 5.b.1. is selected). If this is not a PPA restatement, then this Plan will not be considered an individually designed plan merely because the following questions are deleted from the Adoption Agreement.

NOTE: The following provisions are designed to be left unanswered if the selections do not apply to the Plan.

40. WRERA - RMD WAIVERS FOR 2009 (Plan Section 6.8(f))

   Suspension/continuation of RMDs. Unless otherwise elected below, required minimum distributions (RMDs) for 2009 were suspended unless a Participant or Beneficiary elected to receive such distributions:

   a. [ ] RMDs for 2009 were suspended for any Participant or Beneficiary who was scheduled to receive his/her first RMD for 2009 or who did not make a continuing election prior to 2009 to receive his/her RMD (unless the Participant or Beneficiary made an election to receive such distribution). RMDs for 2009 were continued for any Participant or Beneficiary who had made a continuing election to receive an RMD prior to 2009 (unless the Participant or Beneficiary made an election to suspend such distribution).

   b. [ ] RMDs continued unless otherwise elected by a Participant or Beneficiary.
   c. [ ] RMDs continued in accordance with the terms of the Plan (i.e., no election available to Participants or Beneficiaries).
   d. [ ] Other: ____________________________

   Direct rollovers. The Plan also treated the following as "eligible rollover distributions" in 2009 (If no election is made, then a "direct rollover" was only offered for "2009 RMDs"): e. [ ] "2009 RMDs" and "Extended 2009 RMDs."
   f. [ ] "2009 RMDs" but only if paid with an additional amount that is an "eligible rollover distribution" without regard to Code §401(a)(9)(H).

41. NON-SPOUSAL ROLLOVERS (Plan Section 6.14(d)). Non-spousal rollovers are permitted effective for distributions after December 31, 2006 unless an alternative effective date is selected at a. below:

   a. [ ] Non-spousal rollovers are allowed effective ____________________________ (may not be earlier than January 1, 2007 and not later than January 1, 2010; the Plan already provides for non-spousal rollovers effective as of January 1, 2010)
Governmental Money Purchase Plan

The adopting Employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code §401 only to the extent provided in Rev. Proc. 2011-49 or subsequent guidance.

The Employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Rev. Proc. 2011-49 or subsequent 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.

This Adoption Agreement may be used only in conjunction with the Volume Submitter basic Plan document #09. This Adoption Agreement and the basic Plan document will together be known as Nationwide Financial Services, Inc. Governmental Volume Submitter Money Purchase Plan #09-002.

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

Nationwide Financial Services, Inc. will notify the Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. Furthermore, in order to be eligible to receive such notification, the Employer agrees to notify Nationwide Financial Services, Inc. of any change in address. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and Nationwide Financial Services, Inc. no longer has any obligations to the Employer that relate to the adoption of this Plan.

With regard to any questions regarding the provisions of the Plan, adoption of the Plan, or the effect of an advisory letter from the IRS, call or write (this information must be completed by the sponsor of this Plan or its designated representative):

Name: Nationwide Retirement Solutions
Address: P.O. Box 182797
        Columbus, Ohio 43218
Telephone: (877) 496-1630

The Employer and Trustee (or Insurer) hereby cause this Plan to be executed on the date(s) specified below:

EMPLOYER: City of Fort Collins
By: __________________________

TRUSTEE (OR INSURER):

[X] The signature of the Trustee or Insurer appears on a separate agreement or Contract,
OR (add additional Trustee signature lines as necessary)

TRUSTEE OR INSURER

DATE SIGNED

Approved as to form:

S R, Assistant City Attorney

DATE SIGNED
APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS

A. Special effective dates (leave blank if not applicable):
   a. [ ] Special effective date(s): ___________________________. For periods prior to the specified special effective date(s), the Plan terms in effect prior to its restatement under this Adoption Agreement will control for purposes of the designated provisions. A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law.

B. Other permitted elections (the following elections are optional):
   a. [ ] No other permitted elections
   b. [ ] Deemed 125 compensation (Plan Section 1.23). Deemed 125 compensation will be included in Compensation and 415 Compensation.
   c. [ ] Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions) (Plan Section 3.5(d)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
      1. [ ] eligibility purposes
      2. [ ] vesting purposes
   d. [X] Beneficiary if no beneficiary elected by Participant (Plan Section 6.2(e)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(e), the following order of priority will be used:
      1) Surviving Spouse 2) Participant's Estate (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
   e. [ ] Common, collective or pooled trust funds (Plan Sections 7.2(c)(5) and/or 7.3(b)(6)). The name(s) of the common, collective or pooled trust funds available under the Plan is (are);
   f. [ ] Limitation Year (Plan Section 1.29). The Limitation Year for Code §415 purposes will be ____________ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
   g. [ ] 415 Limits when 2 defined contribution plans are maintained (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(h)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
      1. [ ] Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts";

   h. [ ] Recognition of Service with other employers (Plan Sections 1.39 and 1.54). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

<table>
<thead>
<tr>
<th>Employer name</th>
<th>Eligibility</th>
<th>Vesting</th>
<th>Contribution Allocation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. [ ]</td>
<td>a. [ ]</td>
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<td>6. [ ]</td>
<td>a. [ ]</td>
<td>b. [ ]</td>
<td>c. [ ]</td>
</tr>
</tbody>
</table>

   Limitations
   7. [ ] The following provisions or limitations apply with respect to the recognition of prior service: ___________________________.
      (e.g., credit service with X only on/following 1/1/13)
Governmental Money Purchase Plan

i. [ ] Other vesting provisions. The following vesting provisions apply to the Plan (select one or more):

1. [ ] Special vesting provisions. The following special provisions apply to the vesting provisions of the Plan:

   [ must be definitely determinable and satisfy the requirements set forth at Question 17]

2. [ ] Pre-amendment vesting schedule. (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a – d. AND complete e):

   Applicable Participants. The vesting schedules in Question 17 only apply to:
   a. [ ] Participants who are Employees as of ______________ (enter date).
   b. [ ] Participants in the Plan who have 1 Hour of Service on or after ______________ (enter date).
   c. [ ] Participants even if not an Employee in the Plan on or after ______________ (enter date).
   d. [ ] Other: __________________ (e.g., Participants in division A)

Vesting schedule

   e. The schedule that applies to Participants not subject to the vesting schedule in Question 17 is:

<table>
<thead>
<tr>
<th>Years (or Periods) of Service</th>
<th>Percentage</th>
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</tbody>
</table>

j. [ ] Minimum distribution transitional rules (Plan Section 6.8(c)(5))

NOTE: This Section does not apply to (1) a new Plan, (2) an amendment or restatement of an existing Plan that never contained the provisions of Code §401(a)(9) as in effect prior to the amendments made by the Small Business Job Protection Act of 1996 (SBJPA), or (3) a Plan where the transition rules below do not affect any current Participants.

   The "required beginning date" for a Participant is:
   1. [ ] April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules continue to apply)
   2. [ ] April 1st of the calendar year following the later of the year in which the Participant attains age 70 1/2 or retires (the post-SBJPA rules), with the following exceptions (select one or both; leave blank if both applied effective as of January 1, 1996):

   a. [ ] A Participant who was already receiving required minimum distributions under the pre-SBJPA rules as of ______________ (may not be earlier than January 1, 1996) was allowed to stop receiving distributions and have them recommence in accordance with the post-SBJPA rules. Upon the recommencement of distributions, if the Plan permits annuities as a form of distribution then the following apply:

      1. [ ] N/A (annuity distributions are not permitted)
      2. [ ] Upon the recommencement of distributions, the original Annuity Starting Date will be retained.
      3. [ ] Upon the recommencement of distributions, a new Annuity Starting Date is created.

   b. [ ] A Participant who had not begun receiving required minimum distributions as of ______________ (may not be earlier than January 1, 1996) may elect to defer commencement of distributions until retirement. The option to defer the commencement of distributions (i.e., to elect to receive in-service distributions upon attainment of age 70 1/2) applies to all such Participants unless selected below:

      1. [ ] The in-service distribution option was eliminated with respect to Participants who attained age 70 1/2 in or after the calendar year that began after the later of (1) December 31, 1998, or (2) the adoption date of the restatement to bring the Plan into compliance with the SBJPA.

k. [ ] Other spousal provisions (select one or more)

1. [ ] Definition of Spouse. The term Spouse includes a spouse under federal law as well as the following:

2. [ ] Automatic revocation of spousal designation (Plan Section 6.2(f)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.

3. [ ] Timing of QDRO payment. A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. [ ] Applicable law. Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of

m. [X] Total and Permanent Disability. Instead of the definition at Plan Section 1.49, Total and Permanent Disability means:

   A physical or mental impairment which is of such permanence and degree that, as determined by the Employer, a participant is unable because of such impairment to perform any substantial gainful activity for which he/she is suited.

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by virtue of his/her experience, training, or education and that has lasted, or can be expected to last, for a continuous period of not less than twelve (12) months, or can be expected to result in death. The permanence and degree of such impairment shall be supported by medical evidence. If the Employer maintains a long-term disability plan, the definition of Total and Permanent Disability shall be the same as the definition of disability in the long-term disability plan (must be definitely determinable).

n. [ ] Permissible Trust (or Custodian) modifications. The Employer makes the following modifications to the Trust (or Custodial) provisions as permitted under Rev. Proc. 2011-49 (or subsequent IRS guidance) (select one or more of 1. - 3. below):

NOTE: Any elections below must not: (i) conflict with any Plan provision unrelated to the Trust or Trustee; or (ii) cause the Plan to violate Code §401(a). In addition, this may not be used to substitute all of the Trust provisions in the Plan.

1. [ ] Investments. The Employer amends the Trust provisions relating to Trust investments as follows:

2. [ ] Duties. The Employer amends the Trust provisions relating to Trustee (or Custodian) duties as follows:

3. [ ] Other administrative provisions. The Employer amends the other administrative provisions of the Trust as follows:
ADMINISTRATIVE PROCEDURES

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

A. Loan Limitations. (complete only if loans to Participants are permitted; leave blank if none apply)
   a. [X] Limitations (select one or more):
      1. [X] Loans will be treated as Participant directed investments.
      2. [ ] Loans will only be made for hardship or financial necessity as specified below (select i. or ii.)
         a. [ ] hardship reasons specified in Plan Section 6.12
         b. [ ] financial necessity (as defined in the loan program).
      3. [X] The minimum loan will be $1,000.
      4. [X] A Participant may only have one (1) (e.g., one (1)) loan(s) outstanding at any time.
      5. [ ] All outstanding loan balances will become due and payable in their entirety upon the occurrence of a distributable event (other than satisfaction of the conditions for an in-service distribution (including a hardship distribution), if applicable).
   6. [ ] Account restrictions. Loans will only be permitted from the following Participant Accounts (select all that apply or leave blank if no limitations apply):
      a. [ ] Account(s) attributable to Employer matching contributions
      b. [ ] Account attributable to Employer contributions other than matching contributions
      c. [ ] Rollover Account
      d. [ ] Transfer Account
      e. [ ] Other: ________________________________

AND, if loans are restricted to certain accounts, the limitations of Code §72(p) will be applied:
   f. [ ] by determining the limits by only considering the restricted accounts.
   g. [ ] by determining the limits taking into account a Participant’s entire interest in the Plan.

Additional Loan Provisions (select all that apply; leave blank if none apply)
   b. [X] Loan payments. Loans are repaid by (if left blank, then payroll deduction applies unless Participant is not subject to payroll (e.g., partner who only has a draw)):
      1. [ ] payroll deduction
      2. [X] ACH (Automated Clearing House)
      3. [ ] check
         a. [ ] Only for prepayment
   c. [X] Interest rate. Loans will be granted at the following interest rate (if left blank, then 3. below applies):
      1. [X] ____% over the prime interest rate
      2. [ ] ____% 
      3. [ ] the Administrator establishes the rate at the time the loan is made
   d. [X] Refinancing. Loan refinancing is allowed.

B. Life Insurance. (Plan Section 7.5)
   a. [X] Life insurance may not be purchased.
   b. [ ] Life insurance may be purchased:
      1. [ ] at the option of the Administrator
      2. [ ] at the option of the Participant

   Limitations
   3. [ ] N/A (no limitations)
   4. [ ] The purchase of initial or additional life insurance will be subject to the following limitations (select one or more):
      a. [ ] Each initial Contract will have a minimum face amount of $______
      b. [ ] Each additional Contract will have a minimum face amount of $______.
      c. [ ] The Participant has completed ____ Years (or Periods) of Service.
      d. [ ] The Participant has completed ____ Years (or Periods) of Service while a Participant in the Plan.
      e. [ ] The Participant is under age ____ on the Contract issue date.
      f. [ ] The maximum amount of all Contracts on behalf of a Participant may not exceed $______.
      g. [ ] The maximum face amount of any life insurance Contract will be $______.

C. Plan Expenses. Will the Plan assess against an individual Participant’s Account certain Plan expenses that are incurred by, or are attributable to, a particular Participant based on use of a particular Plan service?
   a. [ ] No
   b. [X] Yes
D. Directed investments
   a. [ ] Participant directed investments are NOT permitted.
   b. [X] Participant directed investments are permitted from the following Participant Accounts:
      1. [X] all Accounts
      2. [ ] only from the following Accounts (select one or more):
         a. [ ] Account attributable to Employer contributions
         b. [ ] Rollover Account
         c. [ ] Transfer Account
         d. [ ] Other: ________________________________ (specify Account(s) and conditions in a manner that is
definitely determinable and not subject to Employer discretion)

E. Rollover Limitations. Will the Plan accept rollover contributions and/or direct rollovers from the sources specified below?
   a. [ ] No, Administrator determines in operation which sources will be accepted.
   b. [X] Yes
      Rollover sources. Indicate the sources of rollovers that will be accepted (select one or more)
      1. [X] Direct Rollovers. The Plan will accept a direct rollover of an eligible rollover distribution from (select one or
         more):
         a. [ ] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
            plan, stock bonus plan and money purchase plan), excluding after-tax employee contributions
         b. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
            plan, stock bonus plan and money purchase plan), including after-tax employee contributions
         c. [ ] a plan described in Code §403(a) (an annuity plan), excluding after-tax employee contributions
         d. [X] a plan described in Code §403(a) (an annuity plan), including after-tax employee contributions
         e. [ ] a plan described in Code §403(b) (a tax-sheltered annuity), excluding after-tax employee contributions
         f. [X] a plan described in Code §403(b) (a tax-sheltered annuity), including after-tax employee contributions
         g. [X] a plan described in Code §457(b) (eligible deferred compensation plan)

Direct Rollovers of Participant Loan. The Plan will NOT accept a direct rollover of a Participant loan from another plan unless selected below (leave blank if default applies)
   h. [ ] The Plan will accept a direct rollover of a Participant loan
   i. [ ] The Plan will only accept a direct rollover of a Participant loan only in the following situation(s):
      ________________________________ (e.g., only from Participants who were employees of
an acquired organization).

2. [X] Participant Rollover Contributions from Other Plans (i.e., not via a direct plan-to-plan transfer). The Plan
   will accept a contribution of an eligible rollover distribution (select one or more):
   a. [X] a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit
      plan, stock bonus plan and money purchase plan)
   b. [X] a plan described in Code §403(a) (an annuity plan)
   c. [X] a plan described in Code §403(b) (a tax-sheltered annuity)
   d. [X] a governmental plan described in Code §457(b) (eligible deferred compensation plan)

3. [X] Participant Rollover Contributions from IRAs: The Plan will accept a rollover contribution of the portion of a
   distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross
income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education
IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the
amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.
Nationwide Trust Company, FSB

457 Trust Agreement
(The "Agreement")

This Agreement including the Schedule of Investments attached is made and entered into by and between the City of Fort Collins, Colorado ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the City of Fort Collins 457(b) Deferred Compensation Plan ("Plan") to establish the City of Fort Collins 457(b) Deferred Compensation Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Approved as to form:

[Signature]
SR. Assistant City Attorney

Printed Sponsor Name

Sponsor Signature Date

Title

Printed Name

Signature Date

Title

Printed Name

Signature Date

Title

Fort Collins (07/2007)
ARTICLE I — PURPOSE
The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC’s acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties, or a facsimile transmission.
ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

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Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

ARTICLE V — INVESTMENT RESPONSIBILITY

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant’s account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

ARTICLE VI — LOANS

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant’s account under the Account.
ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys’ fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC’s action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;
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Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC’s acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

**ARTICLE XII — NTC’S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

NTC and any parties receiving employee or Participant information from NTC pursuant to this Article XII shall comply with the applicable requirements of Colorado Revised Statutes §§ 24-73-101, et seq., relating to third party service providers or affiliated companies and the protection of personal identifying information, as defined in C.R.S §24-73-101.

**ARTICLE XIII — NTC’S COMPENSATION AND EXPENSES**

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described herein from the Account for its compensation.

**ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings.
to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

**ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement as the parties may mutually agree in writing except that NTC may amend the Agreement at any time it determines such amendment is necessary to expeditiously comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

**ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

**ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

**ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Colorado. All contributions to the Account shall be deemed to occur in Ohio.

**ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that NRS (07/2007)
open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

ARTICLE XX — RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

ARTICLE XXI — WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXII — REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIII — SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

ARTICLE XXIV — MUTUAL FUND DISCLOSURE

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments, which are described in detail at www.nrsforu.com, and other payments received from investment option providers.
Schedule of Investments
(“Investment Authorization”)

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:
   Boston Partners Small Cap Value II Fund
   Causeway International Value Instl Fund
   Fidelity® Contrafund® K6
   Fidelity® Diversified International K6 Fund
   Fidelity® Puritan® K6 Fund
   Hartford MidCap R6
   Invesco Oppenheimer Discovery R6
   MFS Value Fund R6
   Nuveen Real Estate Securities Fund Class I
   PIMCO High Yield Fund Institutional Class
   Vanguard Extended Market Index Fund Institutional
   Vanguard Institutional Index I
   Vanguard Institutional Target Retirement 2015 Fund
   Vanguard Institutional Target Retirement 2020 Fund
   Vanguard Institutional Target Retirement 2025 Fund
   Vanguard Institutional Target Retirement 2030 Fund
   Vanguard Institutional Target Retirement 2035 Fund
   Vanguard Institutional Target Retirement 2040 Fund
   Vanguard Institutional Target Retirement 2045 Fund
   Vanguard Institutional Target Retirement 2050 Fund
   Vanguard Institutional Target Retirement 2055 Fund
   Vanguard Institutional Target Retirement 2060 Fund
   Vanguard Institutional Target Retirement 2065 Fund
   Vanguard Institutional Target Retirement Income Fund
   Vanguard Total Bond Market Index Fund Institutional
   Vanguard Total International Stock Index Instl
   Victory Sycamore Established Value R6
   Western Asset Core Plus Bond Fund Class I
   NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.
Nationwide Trust Company, FSB
401(a) Trust Agreement
(The “Agreement”) 

This Agreement including the Schedule of Investments attached is made and entered into by and between the City of Fort Collins ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the City of Fort Collins Service Directors' and Council Employees' Plan ("Plan") to establish the City of Fort Collins Service Directors' and Council Employees' Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Approved as to form:

__________________________________
SR. Assistant City Attorney

Printed Sponsor Name

Sponsor Signature Date

Title

Printed Name

Signature Date

Title

Printed Name

Signature Date

Title

Fort Collins 401 (07/2007) - 1 of 9-
ARTICLE I — PURPOSE
The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC’s acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.
ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;
Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

**ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant's account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

**ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant's account under the Account.
ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys’ fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC’s action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;
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Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC’s acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

**ARTICLE XII — NTC’S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

NTC and any parties receiving employee or Participant information from NTC pursuant to this Article XII shall comply with the applicable requirements of Colorado Revised Statutes §§ 24-73-101, et seq., relating to third party service providers or affiliated companies and the protection of personal identifying information, as defined in C.R.S §24-73-101.

**ARTICLE XIII — NTC’S COMPENSATION AND EXPENSES**

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described herein from the Account for its compensation.

**ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings.
to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against
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Notwithstanding any other provision of the Agreement, NTC may amend the Agreement as the parties may
mutually agree in writing except that NTC may amend the Agreement at any time it determines such
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foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC
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The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are
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the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and
expenses in connection with the settlement of the Account, and any balance of such reserve remaining
after the payment of such fees and expenses shall be paid to the Successor by NTC.

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Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify
NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the
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has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of
an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of
competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and
accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of
such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties
under this Agreement in such a situation.

ARTICLE XVIII — GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder
shall be governed by the Code, Home Owners’ Loan Act of 1933 and, to the extent not pre-empted, by the
laws of Colorado. All contributions to the Account shall be deemed to occur in Ohio.

ARTICLE XIX — IDENTITY VERIFICATION NOTICE

To help the government fight the funding of terrorism and money laundering activities, Federal law requires
all financial institutions to obtain, verify, and record information that identifies certain persons or entities that
NRS (07/2007)
open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

**ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

**ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

**ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

**ARTICLE XXIV — MUTUAL FUND DISCLOSURE**

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments, which are described in detail at [www.nrstoru.com](http://www.nrstoru.com), and other payments received from investment option providers.
Schedule of Investments
(“Investment Authorization”)

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:

   Boston Partners Small Cap Value II Fund
   Causeway International Value Instl Fund
   Fidelity® Contrafund® K6
   Fidelity® Diversified International K6 Fund
   Fidelity® Puritan® K6 Fund
   Hartford MidCap R6
   Invesco Oppenheimer Discovery R6
   MFS Value Fund R6
   Nuveen Real Estate Securities Fund Class I
   PIMCO High Yield Fund Institutional Class
   Vanguard Extended Market Index Fund Institutional
   Vanguard Institutional Index I
   Vanguard Institutional Target Retirement 2015 Fund
   Vanguard Institutional Target Retirement 2020 Fund
   Vanguard Institutional Target Retirement 2025 Fund
   Vanguard Institutional Target Retirement 2030 Fund
   Vanguard Institutional Target Retirement 2035 Fund
   Vanguard Institutional Target Retirement 2040 Fund
   Vanguard Institutional Target Retirement 2045 Fund
   Vanguard Institutional Target Retirement 2050 Fund
   Vanguard Institutional Target Retirement 2055 Fund
   Vanguard Institutional Target Retirement 2060 Fund
   Vanguard Institutional Target Retirement 2065 Fund
   Vanguard Institutional Target Retirement Income Fund
   Vanguard Total Bond Market Index Fund Institutional
   Vanguard Total International Stock Index Instl
   Victory Sycamore Established Value R6
   Western Asset Core Plus Bond Fund Class I
   NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.
Nationwide Trust Company, FSB
401(a) Trust Agreement
(The "Agreement")

This Agreement including the Schedule of Investments attached is made and entered into by and between the City of Fort Collins ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the City of Fort Collins Police Plan ("Plan") to establish the City of Fort Collins Police Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained herein.

Approved as to form:

[Signature]
Sr. Assistant City Attorney

Printed Sponsor Name

Sponsor Signature  Date

Acceptance Date

Title

Printed Name

Signature  Date

Title

Printed Name

Signature  Date

Title

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ARTICLE I — PURPOSE

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC's acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.
ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;
Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable, vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

**ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant’s account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

**ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant’s account under the Account.
ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys’ fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC’s action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;
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Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC’s acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

**ARTICLE XII — NTC’S USE OF AFFILIATED COMPANIES**

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

NTC and any parties receiving employee or Participant information from NTC pursuant to this Article XII shall comply with the applicable requirements of Colorado Revised Statutes §§ 24-73-101, et seq., relating to third party service providers or affiliated companies and the protection of personal identifying information, as defined in C.R.S §24-73-101.

**ARTICLE XIII — NTC’S COMPENSATION AND EXPENSES**

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described herein from the Account for its compensation.

**ARTICLE XIV — TAXES**

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings.
to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

**ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement as the parties may mutually agree in writing except that NTC may amend the Agreement at any time it determines such amendment is necessary to expeditiously comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

**ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

**ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

**ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Colorado. All contributions to the Account shall be deemed to occur in Ohio.

**ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that

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open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

**ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

**ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

**ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

**ARTICLE XXIV — MUTUAL FUND DISCLOSURE**

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts ("Investment Option Payments"). The Investment Option Payments include mutual fund service fee payments, which are described in detail at www.nrsforum.com, and other payments received from investment option providers.
Schedule of Investments
("Investment Authorization")

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:
   - Boston Partners Small Cap Value II Fund
   - Causeway International Value Instl Fund
   - Fidelity® Contrafund® K6
   - Fidelity® Diversified International K6 Fund
   - Fidelity® Puritan® K5 Fund
   - Hartford MidCap R6
   - Invesco Oppenheimer Discovery R6
   - MFS Value Fund R6
   - Nuveen Real Estate Securities Fund Class I
   - PIMCO High Yield Fund Institutional Class
   - Vanguard Extended Market Index Fund Institutional
   - Vanguard Institutional Index I
   - Vanguard Institutional Target Retirement 2015 Fund
   - Vanguard Institutional Target Retirement 2020 Fund
   - Vanguard Institutional Target Retirement 2025 Fund
   - Vanguard Institutional Target Retirement 2030 Fund
   - Vanguard Institutional Target Retirement 2035 Fund
   - Vanguard Institutional Target Retirement 2040 Fund
   - Vanguard Institutional Target Retirement 2045 Fund
   - Vanguard Institutional Target Retirement 2050 Fund
   - Vanguard Institutional Target Retirement 2055 Fund
   - Vanguard Institutional Target Retirement 2060 Fund
   - Vanguard Institutional Target Retirement 2065 Fund
   - Vanguard Institutional Target Retirement Income Fund
   - Vanguard Total Bond Market Index Fund Institutional
   - Vanguard Total International Stock Index Instl
   - Victory Sycamore Established Value R6
   - Western Asset Core Plus Bond Fund Class I
   - NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.
Nationwide Trust Company, FSB
401(a) Trust Agreement
(The "Agreement")

This Agreement including the Schedule of Investments attached is made and entered into by and between the City of Fort Collins ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the City of Fort Collins Unclassified Management and Classified Employees' Plan ("Plan") to establish the City of Fort Collins Unclassified Management and Classified Employees' Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Approved as to form:

______________________________
Assistant City Attorney

Sponsor Signature Date

Acceptance Date

Title

Printed Name

Signature Date

Title

Printed Name

Signature Date

Title
ARTICLE I — PURPOSE
The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 401(a) of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer of all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS
Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC’s acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor, or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.
ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;
Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

**ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant’s account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

**ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant’s account under the Account.
ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC’s action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

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Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC’s acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

ARTICLE XII — NTC’S USE OF AFFILIATED COMPANIES

NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

NTC and any parties receiving employee or Participant information from NTC pursuant to this Article XII shall comply with the applicable requirements of Colorado Revised Statutes §§ 24-73-101, et seq., relating to third party service providers or affiliated companies and the protection of personal identifying information, as defined in C.R.S §24-73-101.

ARTICLE XIII — NTC’S COMPENSATION AND EXPENSES

NTC will receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Sponsor and NTC in advance.

Nationwide shall be entitled to receive, as compensation for services provided hereunder, any credit, interest or other earnings on aggregate cash balances held on deposit with respect to funds awaiting investment or reinvestment or with respect to funds pending distribution to offset expenses of associated activities. NTC may withdraw amounts from the Account for its compensation, and for any expenses as described here’n from the Account for its compensation.

ARTICLE XIV — TAXES

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings.
to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys’ fees.

**ARTICLE XV — AMENDMENT**

Notwithstanding any other provision of the Agreement, NTC may amend the Agreement as the parties may mutually agree in writing except that NTC may amend the Agreement at any time it determines such amendment is necessary to expeditiously comply with any applicable legal or regulatory requirements.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind NTC to other commitments not covered within this Agreement.

**ARTICLE XVI — RESIGNATION, REMOVAL AND TERMINATION**

NTC may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Sponsor. The Sponsor may remove NTC by delivery of Written Instructions, to take effect at a date specified therein, which shall not be less than thirty (30) days after the delivery of such Written Instructions with Original Signature to NTC, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, NTC may retain responsibilities per the terms of this Agreement over assets remaining at NTC beyond the thirty (30) day timeframe, concurrent with Funding Vehicle provisions.

The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

**ARTICLE XVII — SUCCESSOR**

Upon resignation or removal of NTC, the Sponsor shall appoint a Successor and the Sponsor shall notify NTC of such appointment by Written Instructions with Signature. NTC shall transfer the assets of the Account, subject to any applicable fees as described in the Agreement to such Successor.

If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

**ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners’ Loan Act of 1933 and, to the extent not pre-empted, by the laws of Colorado. All contributions to the Account shall be deemed to occur in Ohio.

**ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that NRS (07/2007)
open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver’s license, government-issued business license, or other documents.

**ARTICLE XX — RULES OF CONSTRUCTION**

The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

**ARTICLE XXI — WAIVER**

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

**ARTICLE XXII — REFERENCES**

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

**ARTICLE XXIII — SEVERABILITY**

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

**ARTICLE XXIV — MUTUAL FUND DISCLOSURE**

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments, which are described in detail at [www.nrsforu.com](http://www.nrsforu.com), and other payments received from investment option providers.
Schedule of Investments
(“Investment Authorization”)

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:
   - Boston Partners Small Cap Value II Fund
   - Causeway International Value Instl Fund
   - Fidelity® Contrafund® K6
   - Fidelity® Diversified International K6 Fund
   - Fidelity® Puritan® K6 Fund
   - Hartford MidCap R6
   - Invesco Oppenheimer Discovery R6
   - MFS Value Fund R6
   - Nuveen Real Estate Securities Fund Class I
   - PIMCO High Yield Fund Institutional Class
   - Vanguard Extended Market Index Fund Institutional
   - Vanguard Institutional Index I
   - Vanguard Institutional Target Retirement 2015 Fund
   - Vanguard Institutional Target Retirement 2020 Fund
   - Vanguard Institutional Target Retirement 2025 Fund
   - Vanguard Institutional Target Retirement 2030 Fund
   - Vanguard Institutional Target Retirement 2035 Fund
   - Vanguard Institutional Target Retirement 2040 Fund
   - Vanguard Institutional Target Retirement 2045 Fund
   - Vanguard Institutional Target Retirement 2050 Fund
   - Vanguard Institutional Target Retirement 2055 Fund
   - Vanguard Institutional Target Retirement 2060 Fund
   - Vanguard Institutional Target Retirement 2065 Fund
   - Vanguard Institutional Target Retirement Income Fund
   - Vanguard Total Bond Market Index Fund Institutional
   - Vanguard Total International Stock Index Instl
   - Victory Sycamore Established Value R6
   - Western Asset Core Plus Bond Fund Class I
   - NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.
Nationwide Trust Company, FSB
457 Trust Agreement
(The “Agreement”)

This Agreement including the Schedule of Investments attached is made and entered into by and between the City of Fort Collins, Colorado ("Sponsor") and Nationwide Trust Company, FSB as Trustee ("NTC") pursuant to the City of Fort Collins 457(b) Deferred Compensation Plan ("Plan") to establish the City of Fort Collins 457(b) Deferred Compensation Plan Trust ("Account").

By signing below, signatories on behalf of the Sponsor and the Plan acknowledge that they have received the Agreement, inclusive of all Schedules listed above, and agree to all terms. Further, they represent that they have the authority to enter into, on behalf of the Sponsor and the Plan, a contractual relationship with NTC with respect to these documents and will be subject to all rights and obligations contained therein.

By signing below, NTC has agreed to and accepted all rights and obligations contained herein.

Printed Sponsor Name

NTC

Sponsor Signature Date

Acceptance Date

Title

Printed Name

Signature Date

Title

Printed Name

Signature Date

Title

Fort Collins (07/2007)
ARTICLE I — PURPOSE

The Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to meet the requirements of an eligible deferred compensation plan under Section 457 of the Internal Revenue Code of 1986, as amended ("Code") and intends to keep such Plan in compliance with the then applicable requirements of the Code. Further, the Sponsor represents and warrants that the Employer or all individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

ARTICLE II — DEFINITIONS

Account — The trust account established herein by which NTC will hold the assets of the Plan or any portion thereof as agreed upon by Sponsor and NTC.

Business Day — A day on which NTC and New York Stock Exchange are both open for business.

Effective Date — The date on which the Account is created by NTC’s acceptance of cash or other assets on behalf of the Sponsor. Prior to the Effective Date, NTC shall have no responsibility hereunder.

Employer(s) — The employer(s) of the Participants in the Plan.

Funding Vehicle(s) — As permitted by applicable law, may include one or more (i) group annuity contracts, (ii) mutual funds, collective investment funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, or (iv) any other investment vehicle(s) mutually acceptable to NTC and Sponsor via an amendment to this Agreement or separate schedule.

Original Signature — An authentic, hardcopy, non-reproduced signature of the Sponsor or its designee.

Participant — A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan — The Plan identified on the front page of this Agreement, including any written plan document and trust provisions.

Required Format — Acceptable format for submitting information to NTC as prescribed by NTC and on transaction forms prescribed by NTC.

Signature — Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Successor — The trustee or custodian appointed by the Sponsor who succeeds NTC.

Written Instruction(s) — Any notices, instructions or other instruments required to be in writing (with Signature or Original Signature, where so indicated) from NTC, Sponsor or its designee. Written Instructions may take the form of a letter, electronic communication through an on-line communication system mutually agreeable to the parties; or a facsimile transmission.
ARTICLE III — THE ACCOUNT

The Sponsor advises NTC that the Account shall be funded as described herein. The Sponsor hereby authorizes NTC to take any action required to establish and maintain any Funding Vehicle(s) designated by the Sponsor under this Agreement.

NTC has entered into arrangements with a number of providers to make available certain Funding Vehicles for possible inclusion in the Account. The assets of the Account shall consist of the Funding Vehicle(s) and any outstanding loans made under the terms of the Plan. The Account and any funds invested pursuant to this Agreement are not insured by the Federal Deposit Insurance Corporation (FDIC), are not deposits or other obligations of NTC and are not guaranteed by NTC. The value of the Account is subject to investment risks, including possible loss of principal. NTC agrees to hold and administer the Account in accordance with this Agreement. The Account shall not include any Plan Assets for which Sponsor has selected as the designated investment manager for Participant accounts an investment manager other than Nationwide Investment Advisors, LLC.

To the extent permitted by the Plan, NTC, at the direction of the Sponsor or its designee, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. NTC shall not be under any duty to require payment of any contributions to the Account, if any, or to see that any payment made to it is computed in accordance with the provisions of the Plan. NTC shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

In the event that Sponsor and NTC mutually agree to include life insurance as a Funding Vehicle for inclusion in the Account, Sponsor agrees that NTC shall not be responsible in any manner to Sponsor, the Plan, a Participant or his or her beneficiary, or to any third-party, including any issuer of life insurance, for any determination as to prudence of inclusion of life insurance as a Funding Vehicle in the Account or as an investment option under the Plan; any determination on a Participant basis that the purchase of life insurance is incidental to the primary purpose of providing retirement benefits; the tax treatment of premium payments or disbursements of benefits; any and all administrative, marketing, and sales duties or responsibilities related in any manner to the initial purchase, or continuing maintenance, of any life insurance; and any other action or omission related to life insurance.

The Sponsor authorizes NTC to commingle Plan assets, as applicable, in a master custodial account for purposes of facilitating the omnibus trading of various plan assets.

ARTICLE IV — GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NTC

NTC is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Sponsor or its designee regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Cause any portion or all of the Account to be issued, held, or registered in the individual name of NTC, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law (however, the records of NTC shall indicate the true ownership of such property);

Employ such agents and counsel, including legal counsel, as NTC determines to be reasonably necessary to manage and protect the assets held in the Account, to handle controversies that may arise under this Agreement, or to defend itself successfully against allegations of a fiduciary breach, and to pay such agents and counsel their compensation from the Account unless such compensation is otherwise paid by the Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that NTC shall not be obligated to do so unless it is to be indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

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Hold part or all of the Account uninvested as may be necessary or appropriate;

Withhold the appropriate taxes from any distribution, remit such taxes with the relevant government authorities, and report such payments on the informational returns prescribed by such authorities, identifying itself as the payor of such distributions;

Forward to the Sponsor, for exercise, all proxies solicited in regards to mutual funds and collective investment funds, if applicable; vote, on behalf of the Plan and in accordance with the instructions provided by the Sponsor, all proxies that are returned by the Sponsor; and abstain from voting proxies that are not returned by the Sponsor;

Take all other acts necessary for the proper administration of the Account.

**ARTICLE V — INVESTMENT RESPONSIBILITY**

NTC shall have no investment management responsibility or liability with respect to the Account or any other assets held under the Plan. Plan contributions or other assets received by NTC shall be allocated in accordance with Written Instructions. NTC does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Sponsor or Participants.

The Sponsor, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Account. NTC shall comply with Written Instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, NTC shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Sponsor is responsible for reading any and all prospectuses, specimen and final contracts, proposals and/or other materials which disclose information pertaining to applicable charges, interest rates, terms and conditions of any contract between the Plan or Account and any party, including contracts related to the Funding Vehicle(s). NTC shall transmit such communications to the Sponsor. NTC shall have no duty to respond to communications related to securities or other property held in the Account (including, but not limited to, tender offers and class action communications).

NTC shall not be liable for any loss which results from the exercise of investment control by a Sponsor, Participant or beneficiary, or designated investment manager. If a Participant who has investment authority under the terms of the Plan fails to provide investment direction, the Sponsor shall direct the investment of the Participant’s account.

No one providing investment advice to the Plan, Sponsor, Participant or other party is acting as an agent of NTC.

**ARTICLE VI — LOANS**

To the extent permitted under the Plan and applicable law, NTC will forward loan disbursements as directed by the Sponsor or its designee via Written Instructions. The Sponsor, or other fiduciary of the Plan or their designee, shall be responsible for the approval and administration of any such loans. The Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. NTC will have no responsibility for executing and holding any notes or security agreements which are held as part of the Account, providing any disclosures required by any truth-in-lending laws, or enforcing any security interest in any asset other than the Participant’s account under the Account.
ARTICLE VII — CONTRIBUTIONS NOT RECOVERABLE

Except as described in the Purpose section of this Agreement and to the extent permitted by the Plan and applicable law, under no circumstances shall any part of the Account be recoverable by the Sponsor or be used other than for the exclusive purposes of providing benefits to Participants and their beneficiaries and paying reasonable expenses of the Plan prior to the satisfaction of all liabilities to Participants and their beneficiaries; provided, however, a contribution by a Sponsor or a Participant made as a result of a mistake of fact that is discovered within one (1) year after the contribution is made shall be returned to the Sponsor or Participant as soon as administratively feasible, if the Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE VIII — ACCOUNT RECORDS AND REPORTS

NTC shall maintain accurate records and detailed accounts of all investments, receipts, disbursements, earnings, and other transactions related to the Account, and those records shall be available at all reasonable times to the Sponsor.

ARTICLE IX — FIDUCIARY RESPONSIBILITIES AND LIABILITIES

NTC may rely upon any information provided by the Sponsor or its designee. NTC, the Sponsor, and all other fiduciaries under the Plan and this Agreement intend that each party shall be solely responsible for those specific duties and powers assigned to it. Each party may rely upon any direction, information, or action of another party as being proper under the Plan and this Agreement. NTC shall not be required by the Sponsor or its designee to engage in any action or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, the Code, or the terms of the Plan, if any, or this Agreement.

NTC shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no responsibility to perform any duty of the Sponsor, or other fiduciary, required by the Plan or applicable law. NTC shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by NTC under the Agreement shall be taken upon Written Instruction from the Sponsor or its designee. NTC shall comply with such instructions and shall incur no liability for any loss which may result from any action or failure of action on its part due to its compliance with such Written Instructions.

ARTICLE X — LIMITATION OF LIABILITY

To the extent permitted by applicable law, NTC shall not be liable for any failure or delay in the performance of its obligations under this Agreement arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fires; floods; wars; civil or military disturbances; sabotage; epidemics; riots; interruptions, loss or malfunction of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or government actions.

ARTICLE XI — RELIANCE ON COUNSEL AND INDEMNIFICATION

NTC may consult with, and act upon the advice of counsel (who may be counsel for the Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Sponsor shall indemnify and hold harmless NTC, its officers, employees, and agents from and against all liabilities, losses, expenses, and claims (including reasonable attorneys' fees and costs of defense) arising as a result of:

Acts or omissions to act with respect to the Plan or Account by persons unrelated to NTC;
NTC's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons.

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Any violation by any unrelated person of the provisions of the Code or applicable laws, unless NTC commits a breach of its duties by reason of its negligence or willful misconduct;

Any decision by the Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

NTC’s acts, omissions and conduct, and those of its agents, in their official capacity, except to the extent that such documented loss or expense results from negligence directly attributable to NTC or its agents, or from an intentional violation by them of any provision of this Agreement.

Such obligation to indemnify shall extend to any liability or expense that arises as a result of the inaccuracy of any representation made, any action taken or failure to act, or any violation of this Agreement, the terms of the Plan by the Sponsor, its designee, any fiduciary of the Plan, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. NTC shall not be required to give any bond or other security for the faithful performance of its duties under this Agreement except to the extent required by applicable law.

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NTC may enter into agreements and share information with its affiliates in performing responsibilities under this Agreement and any other applicable agreement. Investments made in accordance with the Agreement, may include mutual funds or other investments advised by affiliates of NTC. The investment advisers of such investments may be affiliates of NTC and may derive investment management and other fees for services provided.

NTC and any parties receiving employee or Participant information from NTC pursuant to this Article XII shall comply with the applicable requirements of Colorado Revised Statutes §§ 24-73-101, et seq., relating to third party service providers or affiliated companies and the protection of personal identifying information, as defined in C.R.S §24-73-101.

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ARTICLE XIV — TAXES

Until advised to the contrary by the Sponsor, NTC shall assume that the Account is exempt from federal, state, local and foreign income taxes. NTC shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account.

NTC shall notify the Sponsor of any taxes levied upon or assessed against the Account. If NTC does not receive Written Instructions within thirty (30) days of such notification, NTC will pay the tax from the Account. If the Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to NTC within thirty (30) days of notification. NTC shall not be required to bring any legal actions or proceedings.
to contest the validity of any tax assessments unless NTC is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

**ARTICLE XV — AMENDMENT**

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The Agreement will be terminated at such time as the Account is terminated, the Funding Vehicle(s) are redeemed in full, upon the resignation or removal of NTC as trustee, as applicable, of the Account, or upon the termination by Sponsor of any separate agreement with NTC or Nationwide Retirement Solutions, Inc. that relates to the services provided by NTC under this Agreement. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

NTC is authorized to reserve such sum of money as it may deem advisable for payment of its fees and expenses in connection with the settlement of the Account, and any balance of such reserve remaining after the payment of such fees and expenses shall be paid to the Successor by NTC.

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If either party has given notice of termination and upon the expiration of the advance notice period no party has accepted an appointment as Successor, NTC will have the right to commence an action in the nature of an interpleader (or other appropriate action) and seek to deposit the assets of the Account in a court of competent jurisdiction in Franklin County, Ohio, for administration until a Successor may be appointed and accepts the transfer of the assets. The Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of NTC which are incurred in carrying out its duties under this Agreement in such a situation.

**ARTICLE XVIII — GOVERNING LAW**

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Colorado. All contributions to the Account shall be deemed to occur in Ohio.

**ARTICLE XIX — IDENTITY VERIFICATION NOTICE**

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies certain persons or entities that NRS (07/2007)
open an account. When an account is opened, NTC may ask for the name, address and other information that will allow NTC to identify the entity or person that sponsors the Plan. NTC may also ask for a copy of identifying documents, such as a driver’s license, government-issued business license, or other documents.

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The Agreement, together with all attached schedules and any applicable investment contracts shall constitute the entire Agreement. The Plan and this Agreement shall be read and construed together. By signing this Agreement, the Sponsor represents to NTC that the Plan conforms to and is consistent with the provisions of this Agreement. Should the Plan need to be amended to conform to the provisions of this Agreement, the Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan in cases of conflict.

ARTICLE XXI — WAIVER

Failure of either party to insist upon strict compliance with any of the conditions of the Agreement shall not be construed as a waiver of any of such conditions, but the same shall remain in full force and effect. No waiver of any provision of the Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.

ARTICLE XXII — REFERENCES

Unless the context clearly indicates to the contrary, a reference to a statute, regulation, document, or provision shall be construed as referring to any subsequently enacted, adopted, or re-designated statute or regulation or executed counterpart.

ARTICLE XXIII — SEVERABILITY

If any provision of the Agreement shall be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable, the remaining provisions shall continue to be effective.

ARTICLE XXIV — MUTUAL FUND DISCLOSURE

The Sponsor acknowledges that Nationwide and its affiliates receive payments in connection with the sale and servicing of investments allocated to participant Plan accounts (“Investment Option Payments”). The Investment Option Payments include mutual fund service fee payments, which are described in detail at www.rrsrforu.com, and other payments received from investment option providers.
Schedule of Investments
("Investment Authorization")

WHEREAS, NTC and the Sponsor have entered into an Agreement in which the assets of the Plan are to be held, invested and distributed; and

WHEREAS, the authority to select the Funding Vehicles under the Plan resides with the Sponsor; and

WHEREAS, NTC and Sponsor agree that NTC may act upon Written Instructions from the Sponsor;

NOW THEREFORE, the Sponsor authorizes NTC to establish an account for each Funding Vehicle set forth below

1. On the Effective Date, the Funding Vehicles in the Plan shall be:
   - Boston Partners Small Cap Value II Fund
   - Causeway International Value Instl Fund
   - Fidelity® Contrafund® K6
   - Fidelity® Diversified International K6 Fund
   - Fidelity® Puritan® K6 Fund
   - Hartford MidCap R6
   - Invesco Oppenheimer Discovery R6
   - MFS Value Fund R6
   - Nuveen Real Estate Securities Fund Class I
   - PIMCO High Yield Fund Institutional Class
   - Vanguard Extended Market Index Fund Institutional
   - Vanguard Institutional Index I
   - Vanguard Institutional Target Retirement 2015 Fund
   - Vanguard Institutional Target Retirement 2020 Fund
   - Vanguard Institutional Target Retirement 2025 Fund
   - Vanguard Institutional Target Retirement 2030 Fund
   - Vanguard Institutional Target Retirement 2035 Fund
   - Vanguard Institutional Target Retirement 2040 Fund
   - Vanguard Institutional Target Retirement 2045 Fund
   - Vanguard Institutional Target Retirement 2050 Fund
   - Vanguard Institutional Target Retirement 2055 Fund
   - Vanguard Institutional Target Retirement 2060 Fund
   - Vanguard Institutional Target Retirement 2065 Fund
   - Vanguard Institutional Target Retirement Income Fund
   - Vanguard Total Bond Market Index Fund Institutional
   - Vanguard Total International Stock Index Instl
   - Victory Sycamore Established Value R6
   - Western Asset Core Plus Bond Fund Class I
   - NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Sponsor or its designee to NTC.
Trust for
the City of Fort Collins, Colorado
Post Employment Health Plan

Effective September 1, 2020

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TRUST AGREEMENT
The Trust for the City of Fort Collins
Post Employment Health Plan

This Trust Agreement ("Agreement") is made this ___ day of August 2020 by and between the City of Fort Collins, a duly organized body politic existing under the laws of the State of Colorado and the grantor of this Trust or its successor (the "Employer") and Nationwide Trust Company, FSB (the "Trustee").

WITNESSETH:

WHEREAS, the Employer desires to establish the City of Fort Collins Classified & Unclassified Post Employment Health Plan, The City of Fort Collins Police Active Post Employment Health Plan, the City of Fort Collins Police Inactive Post Employment Health Plan and the City of Fort Collins Fraternal Order of Police Post Employment Health Plan and the Poudre Fire Authority Post Employment Health Plan (the "Plan" or "Plans"), a retiree only welfare benefit plan that provides post employment health benefits for its employees, some of whom are covered by collective bargaining agreements; and

WHEREAS, those benefits are to be funded through a trust (the "Trust") which is intended to qualify as a voluntary employees’ beneficiary association within the meaning of Section 501(c)(9) of the Internal Revenue Code of 1986, as amended (the "Code"); and

WHEREAS, Nationwide Retirement Solutions, Incorporated, a Delaware corporation, the "Corporation" is designated as the Administrator of the Plan, and Nationwide Trust Company, FSB as Trustee; and

WHEREAS, the Trustee has agreed to hold and administer the money and property contributed to the Trust, and the earnings thereon, in accordance with the terms set forth in this Agreement; and

WHEREAS, the Employer intends that neither the contributions to the Trust, nor the earnings thereon, will be treated as unrelated business taxable income to the Trust under Sections 512(a)(3)(E) of the Code;

NOW, THEREFORE, the parties agree as follows:

ARTICLE I
DEFINITIONS

The following terms as used in this Agreement have the meanings indicated below unless the context requires otherwise:

1.1. "Administrator" means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be the Corporation unless and until the Corporation resigns or is removed by the Advisory Committee, as defined in Section 1.2, in accordance with the terms of the Plan.
1.2. "Advisory Committee" means a committee made up of representatives of the Employer as determined by the Employer, with one or more members designated to act in the interests of the participants.


1.4. "Corporation" means Nationwide Retirement Solutions, Incorporated, its successors and assigns.

1.5. "Eligible Employee" means a current employee of the Employer who receives contributions under the Plan on his or her behalf.

1.6. "Employer" shall mean the City of Fort Collins, Colorado.

1.7. "Former Employee" means an Eligible Employee who severed employment with the Employer and has not been rehired by such Employer.

1.8. "Fund" means all money and assets held by the Trust, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of the Plan.

1.9. "Funding Vehicle(s)" means, as permitted by applicable law, one or more (i) group annuity contracts, (ii) mutual funds or other securities made available under the Agreement, (iii) securities held in self-directed brokerage accounts made available by NTC, if applicable, or (iv) any other investment vehicle(s) mutually acceptable to Trustee and Employer via an amendment to this Agreement or separate schedule.

1.10. "Participant" means a Former Employee, or such Former Employee's surviving spouse or dependents, as defined in Code Section 152, who has an account under the Plan or is eligible to receive reimbursements under the Plan.

1.11. "Participation Agreement" means an agreement between an Employer and the Administrator under which the Employer adopts the Plan on behalf of its Eligible Employees.

1.12. "Plan" or "Plans" means the City of Fort Collins Classified & Unclassified Post Employment Health Plan, The City of Fort Collins Police Active Post Employment Health Plan, the City of Fort Collins Police Inactive Post Employment Health Plan, the City of Fort Collins Fraternal Order of Police Post Employment Health Plan and the Poudre Fire Authority Post Employment Health Plan.

1.13. "Trust" means the City of Fort Collins Post Employment Health Plan Trust, as set forth in this document.

1.14. "Valuation Date" means each day in which the New York Stock Exchange and the Corporation’s home office are open for business.

1.15. "VEBA" means a voluntary employees' beneficiary association.

1.16. "Voting Process" means a majority vote by a quorum of the Advisory Committee representatives. The Advisory Committee shall adopt voting procedures with respect to quorum, voting by proxy and documentation as appropriate.

**ARTICLE II**

**ESTABLISHMENT OF TRUST**

2.1. **Name.** This Trust shall be known as the City of Fort Collins Post Employment Health Plan.

2.2. **Establishment of Trust.** The Employer hereby establishes with the Trustee a Trust consisting of such monies and assets acceptable to the Trustee as shall from time to time hereafter be paid or delivered to the Trustee by or on behalf of the Employer.

2.3. **Purpose of Trust:**

   a. The Fund shall be held by the Trustee in trust and dealt with in accordance with the provisions of this Agreement. This Trust is the funding medium of a VEBA within the meaning of Code Section 501(c)(9), and the Fund shall be used solely for, and not diverted from, the exclusive
purposes of providing benefits qualifying under Code Section 501(c)(9) to Participants and defraying reasonable expenses of administering the Plan and the Fund. Although the Trust shall fund the benefits under the Plan, the Trust may later fund other benefits which are permissible under Code Section 501(c)(9).

b. Notwithstanding Section 2.3(a) hereof, the Trustee shall return contributions if the Plan permits the return of contributions under one of the following circumstances: (i) the contribution is made by a mistake of fact; (ii) the Internal Revenue Service (hereinafter "IRS") determines that the Trust is not tax exempt pursuant to Code Section 501(a); or (iii) the IRS determines that the Trust has unrelated business taxable income pursuant to Code Section 512(a)(3)(E).

Any contribution that is made by a mistake of fact shall be returned within one year from the date it was paid to the Trustee and not at any time thereafter. If the IRS determines that: (i) the Trust is not tax exempt pursuant to Code Section 501(a), or (ii) the Trust has unrelated business taxable income pursuant to Code Section 512(a)(3)(E), all contributions made to the Trust in the year for which such determination is made shall be returned within one year after the date that the IRS so determines, and not at any time thereafter. All contributions to the Trust are conditioned upon the contributions not being treated as unrelated business taxable income of the Trust pursuant to Code Section 512(a)(3)(E) and upon the tax-exempt status of the Trust pursuant to Code Section 501(a).

2.4. **Tax Qualification Amendments.** Upon execution of this Agreement, the Trustee shall proceed to make application to the IRS for a favorable ruling as to the tax-exempt status of the Trust pursuant to Code Section 501(a). Amendments may be made to this Agreement retroactively to the effective date of this Agreement, in accordance with the terms of this Agreement, if such amendments are deemed advisable in order to secure the favorable tax ruling.

2.5. **Expenses of Trust.** The Trustee shall pay expenses of the Trust directly from the Fund. It is expressly agreed that expenses of the Trust will include any and all amounts paid by the Trustee under any agreement with a bank or financial institution relating to the maintenance of a lockbox and the providing of lockbox services.

2.6. **Compensation of Trustee.** The Trustee shall receive compensation for its services as trustee in accordance with the schedule agreed upon from time to time between the Administrator and the Trustee.

2.7. **Taxes.**

a. All taxes that may be levied or assessed upon or in respect of the Fund shall be paid from the Fund unless they are paid by the Administrator. The Trustee shall promptly notify the Administrator of any proposed or final assessments of taxes. Within fifteen (15) days after receiving the above notice from the Trustee, the Administrator shall notify the Trustee in writing that (i) the Trustee shall contest the validity of such taxes in any manner deemed appropriate by the Administrator; or (ii) the Administrator itself will contest the validity of any such taxes, and the Trustee shall have no responsibility or liability respecting such contests; provided that whichever party to this Agreement contests any proposed levy or assessment of tax, the other party shall provide such information and cooperation as the party conducting the contest shall reasonably request. The Trustee may assume that any proposed or final assessment of taxes are lawfully levied or assessed if the Administrator fails to advise it in writing to the contrary within fifteen (15) days after the Administrator receives the above notice from the Trustee.

b. If upon the written request of the Administrator, the Trustee shall contest the validity of any such taxes, all costs and expenses thereof shall be deemed to be an expense of the Fund. However, notwithstanding the foregoing, the Trustee shall indemnify the Trustee and hold the Trustee
harmless from any liability incurred by it with respect to contesting any such taxes at the written request of the Administrator.

2.8. **Consistency of Interpretation.** The parties intend that this Agreement comply with Code Sections 501(c)(9) and 512(a)(3)(E) and this Agreement shall be interpreted consistently with these Code Sections.

**ARTICLE III**

**DUTIES OF THE TRUSTEE**

The Trustee shall have only those duties specifically assumed by it in this Agreement. The Trustee shall supervise the general operations of the Fund and shall conduct the business and activities of the Trust in accordance with this Trust Agreement and applicable law. Except as otherwise provided herein, the Trustee shall hold, manage and protect the Fund and collect the income therefrom and contributions thereto. The Trustee shall be responsible only for the money and property actually received by it hereunder. The Trustee from time to time shall make payments or distributions from the Fund to such persons, in such manner, and in such amounts as the Administrator, or its agents designated in writing from time to time, shall direct. The Trustee shall have no responsibility to administer or interpret the Plan, to compute any amount to be paid to it by the Employer, to bring any action or proceeding to enforce payment of any contributions to the Fund, or to see that the Fund is adequate to meet liabilities under the Plan.

The parties to the Agreement acknowledge and agree that all such assets are held in the Trust on behalf of and at the risk of Plan Participants and Eligible Employees and any losses shall be borne solely by the Plan Participants and Eligible Employees thereunder. The Trustee shall have no discretion whatsoever with respect to the management, disposition or investment of the assets held in this Trust.

**ARTICLE IV**

**ADMINISTRATION**

The Administrator from time to time shall furnish the Trustee with the names and specimen signatures of its employees who are authorized to act for it as Administrator and shall promptly notify the Trustee of any changes thereof. Until notified to the contrary, the Trustee shall be fully protected in relying upon the most recent list of names of authorized employees furnished to it by the Administrator.

**ARTICLE V**

**FUNDING OPTIONS**

With respect to the Fund maintained pursuant to this Agreement, the Employer will contribute amounts to the Trust pursuant to the terms and conditions of the Plan Document and Participation Agreement, in order to provide for the payment of benefits under the Plan. The Administrator and Employer may from time to time change the funding options, consistent with the objectives of the Plan and applicable law, by a mutually agreeable method (which method could include amending the Participation Agreement and/or updating the PEHP Employer Data Sheet or written funding agreement). With each contribution, the Employer will provide the Administrator with a contribution report indicating the amount to be allocated on behalf of each employee for whom a contribution is made for post employment health benefits under the Plan. The Administrator and Trustee may assume the contributions paid over to the Trustee by Employer are correct. Employer contributions to the Trust shall be paid in accordance with procedures established by the Administrator and the Trustee. The Administrator or its designee shall record the contributions and reconcile
the Employer's contribution reports. The Administrator shall instruct the Trustee to transfer the contributions received in good order to the Trust account upon completion of such recording and reconciliation. Contributions that accrue income or share in investment gains prior to the transfer to the Trust's investment account shall do so only for the sole benefit of Eligible Employees of the VEBA Trust. Good order is defined as the reconciliation of contribution data and funds remitted by the Employer. An Employer shall have the obligation to notify its Employees if it is not making contributions as required.

ARTICLE VI
INVESTMENTS

6.1. General Investment Authorization

a. All amounts contributed to the Fund shall be invested in the Funding Vehicles as authorized under this Agreement and listed on the Schedule of Investments. The Trustee shall have no investment management responsibility or liability with respect to the Fund or any other assets held under the Plan. The Employer, or other party designated under the Plan, shall have full responsibility for the selection of the Funding Vehicle(s) and the management, disposition, and investment of assets of the Fund. The Trustee shall comply with written instructions concerning those assets, subject to restrictions, if any, imposed by the Funding Vehicle(s) and the operation of any securities markets. Except to the extent required by applicable law or otherwise provided in this Agreement, the Trustee shall have no duty to review, initiate action, or make recommendations regarding the Fund or its investments.

b. The initial amounts contributed shall be invested in a default investment fund as established by the Employer from the Funding Vehicles listed on the Schedule of Investments, unless the Eligible Employee or Participant directs the Administrator otherwise in writing. Unless otherwise directed by an Employer, the Eligible Employees or Participants shall have the opportunity to invest their account balances (and any future contributions to their accounts) in more aggressive Funding Vehicle options.

c. To the extent the current funding options are no longer used for the Trust's investments pursuant to Section 11.1 and Section 11.2 hereunder, the Fund shall be invested and reinvested, without distinction between principal and income, in such government and fixed income securities that carry a rating of A or better by any established securities rating service.

d. The Administrator from time to time shall communicate to the Trustee the investment objectives of the Fund and the Plan's short and long run financial and liquidity needs.

6.2. Investments in Securities of the Administrator, Trustee, and Employer. Should any part of the Fund be invested directly in securities or bonds of the Administrator, the Trustee, or the Employer, Trustee and Employer shall ensure that applicable Funding Vehicles do not violate general trust principles applicable to VEBA's or create a prohibited transaction.

ARTICLE VII
POWERS OF TRUSTEE

7.1. General Administrative Responsibilities and Powers. The Trustee is authorized and empowered to take any action set forth below with respect to the Trust:

a. to accept instructions from the Employer or Administrator regarding the allocation, distribution or other disposition of the Trust and all matters relating thereto;
b. to accept written instructions from the Employer or Administrator regarding the disposition of the assets of the Trust;

c. to cause any portion or all of the Trust to be issued, held, or registered in the individual name of the Trustee, in the name of its nominee, in an affiliated securities depository, or in such other form as may be required or permitted under applicable law or to be held in the name of another Trustee (however, the records of the Trustee shall indicate the true ownership of such property);

d. to employ such agents and counsel, including legal counsel, as the Trustee determines reasonably necessary in managing and protecting the assets of the Trust, in handling controversies under any section of this Agreement, or in defending itself successfully and to pay such agents and counsel compensation out of the Trust unless such compensation is otherwise paid;

e. to commence, maintain, or defend any litigation necessary in connection with the administration of the Trust, except that the Trustee shall not be obligated to do so unless it has been indemnified to its satisfaction against all expenses and liabilities sustained or anticipated by reason thereof;

f. to hold part or all of the Trust uninvested as may be necessary or appropriate;

g. to forward to the Advisory Committee, for exercise, all proxies solicited; to vote, on behalf of the Trust and in accordance with the instructions provided by the Advisory Committee, all proxies that are returned by the Advisory Committee; and to abstain from voting proxies that are not returned by the Advisory Committee;

h. to execute any documents necessary for the proper investment of the Trust assets into applicable Funding Vehicle options; and

i. to do all other acts necessary or desirable for the proper administration of the Trust.

7.2. Investment Responsibility of Trustee. The Trustee shall have no investment management responsibility with respect to the Trust or any other assets held under the Trust, including, but not limited to, the selection of the investment options for the Fund. Payments made by the Employer to the Trustee or received by the Trustee from any other source shall be allocated in accordance with written instructions received from the Employer or Administrator.

The Advisory Committee or the Employer shall have all power over and responsibility for the selection of investment vehicles and the management, disposition, and investment of assets of the Trust, including, but not limited to, the selection of investment options. The Trustee shall comply with written instructions concerning those assets, subject to restrictions, if any, imposed by the investment options and the operation of any securities markets. No party shall issue, and the Trustee shall have no obligation to comply with, directions that violate the terms of the Plan or this Agreement. Except as provided in this Agreement, the Trustee shall have no duty or responsibility to review, initiate action, or make recommendations regarding the Trust and shall retain assets until directed in written instructions to dispose of them.

The Trustee shall not be liable for any loss which results from exercise of investment decisions made by the Advisory Committee, the Employer, or Eligible Employees or Participants. If a Participant or Eligible Employee who has investment authority under the terms of the Plan fails to provide directions, the Employer, or its designee, shall direct the investment of the Participant or Eligible Employee's account.

The Trustee shall have no duty or responsibility to review or make recommendations regarding investments made at the direction of the Advisory Committee, the Employer, Plan Participant or Eligible Employee and shall be required to act only upon receipt of proper written instructions or the direction of the Participant or Eligible Employee in the manner designated by the Trustee.
No one providing investment advice to the Plan, the Employer, Participant, Eligible Employee or other party is acting as an agent of the Trustee for such purpose. Any party who is an agent of the Trustee in any other capacity will be treated as the agent of the Plan, the Employer, Participant, Eligible Employee or other party to whom such investment advice is provided, when providing such advisory services.

7.3. **Rights of Trustee in Investment Options of the Fund.** The Trustee shall exercise all rights and privileges granted under the investment options of the Fund, as directed by the Advisory Committee, Administrator, or other party designated under the Plan. The Trustee shall have no discretion in the exercise of such rights and privileges and, consequently, shall have no responsibility for any action taken by it under the investment options for its failure to take such action.

Any decisions concerning the purchase, retention, or termination of a Plan's investment in the investment options shall be made only by the Advisory Committee or other party designated under the Plan. In no case will the Trustee have any responsibility for such decisions. The Trustee, upon receipt of written instructions from the Advisory Committee or Administrator, will process requests for disbursements and withdrawals. Any notice of termination of participation under an investment option shall require the written instructions to the Trustee.

The foregoing authority of the Advisory Committee or the Administrator to act and to direct the Trustee to act under the investment options shall neither preclude nor interfere with the exercise by the Trustee of its rights and responsibilities under this Agreement. Accordingly, the Trustee shall be entitled at all times, without limitation, to deduct from the assets of the Trust any amount which becomes payable pursuant to Section 2.5, Section 2.6, Section 2.7, Section 10.3 or Section 12.2(b) of this Agreement, as specified in such sections.

**ARTICLE VIII**

**LIABILITY AND IMMUNITIES OF THE TRUSTEE**

8.1. **Contributions.** The Trustee shall not be responsible for computing or collecting contributions due under the Plan.

8.2. **Claims Limited to the Fund.** The Trustee in its corporate capacity shall not be liable for claims of any persons in any matter regarding the Plan; such claims shall be limited to the Fund. The Trustee shall not be liable to make distributions or payments of any kind unless sufficient funds are available in the Fund. The Trustee shall be responsible only for such money and other assets as are received by it as Trustee under this Agreement.

8.3. **Retention of Advisors.** The Trustee may consult with legal counsel and other professional advisors with respect to the meaning and construction of this Agreement or its powers, obligations, and conduct hereunder. The Trustee shall not be liable for the consequences of, and shall be fully protected in reasonably acting pursuant to or reasonably relying upon, the advice of such legal counsel or advisors.

8.4. **Qualification of Trust.** The Trustee shall be fully protected in assuming that the Trust is tax exempt pursuant to Code Section 501(a), unless it is advised to the contrary in writing by a governmental agency.

8.5. **General Immunities of Trustee.** Except for its own negligence, willful misconduct, or breach of fiduciary duty, neither the Trustee nor any of its officers, directors, or employees, nor any agent of or counsel for any of the foregoing, shall be liable to anyone at any time interested in the Plan, the Trust, or the Fund, for any act or omission in the administration of this Agreement.
8.6. **Reliance on Instructions.** The Trustee shall not be liable for any action reasonably taken or omitted in compliance with any written instruction, certification or other instrument purported to have been executed by or on behalf of the Administrator. The Trust will indemnify the Trustee and hold it harmless from any liability incurred by it with respect to any such action or omission. At any time the Trustee is in doubt concerning the course it should follow under this Agreement, it may request the Administrator to advise it, may withhold any action or omission until receiving advice in writing from the Administrator, and may rely upon any such advice or instructions from the Administrator in such matter. The Trustee may rely upon any written instrument purporting to be genuine and to have been presented and signed by the proper party or parties.

8.7. **Written Communications.** All notices, requests, certifications and other communications hereunder shall be in writing (which under Section 8.8 may include an electronic communication) and shall be deemed to have been duly given when delivered by hand or mailed, certified or registered mail, with first-class postage paid, return receipt requested (a) to the Trustee, to Nationwide Trust Company, 10 West Nationwide Blvd. (05-02-104G), Columbus, Ohio 43215 or to such other person or address as the Trustee shall specify in writing to the Association; and (b) to the Administrator, to Nationwide Retirement Solutions, Attention: PEHP Administration, 10 West Nationwide Blvd. (05-04-101A), Columbus, OH 43215 or to such other address as the Administrator shall specify in writing to the Trustee.

8.8. **Form of Written Communications.** Written communications may take the form of a letter, electronic communication through an on-line communication system or a facsimile transmission in a format acceptable to Nationwide and to the extent that the written communication format is permissible under the code.

8.9. **Proof of Matters.** Whenever the Trustee shall deem it desirable for matter to be proved or established before taking, permitting, or omitting any act, the matter (unless other evidence in respect thereof is specifically prescribed in this Agreement) may be deemed to be conclusively established by a certification of the Administrator delivered to the Trustee, and the Trustee shall be fully protected in relying on such an instrument.

8.10. **Disputes.** If a dispute arises as to the payment of any funds or delivery of any assets by the Trustee, the Trustee may withhold such payment or delivery until the dispute is finally settled consistent with the terms of Section 14.8.

**ARTICLE IX**

**ACCOUNTING OF THE TRUSTEE**

9.1. **Keeping of Accounts.** The Trustee, or its designee, shall keep accurate and detailed records of all its transactions under this Agreement. These records shall be open to inspection during regular business hours of the Trustee by any person or persons designated by the Administrator in a written instrument filed with the Trustee.

9.2. **Rendering of Accounts.** Within ninety (90) days after (a) the close of each calendar year, (b) the Trustee's removal or resignation as trustee hereunder, or (c) the termination in whole or in part of the Plan or this Agreement, the Trustee, or its designee, shall make available to the Administrator an account setting forth all its transactions (including all receipts and disbursements) under this Agreement during such year, or during the period from the close of the last preceding fiscal year of the Trust to the effective date of its removal or resignation or the termination of the Plan or this Agreement, and showing all assets held by it hereunder at the end of such accounting period. The fiscal year of the Trust shall be a calendar year. The Administrator and the Trustee may agree in writing that similar accounts will be prepared and filed with the Employer at more frequent intervals.
9.3. **Discharge of Trustee.** Ninety (90) days after any account is made available to the Administrator under Section 9.2 hereof, the Trustee shall be forever released and discharged from any liability or accountability to anyone with respect to the transactions shown or reflected on the account, except with respect to any acts or transactions as to which the Administrator files written objections with the Trustee within such 90-day period. The written approval of the Administrator of any account filed by the Trustee, or the Administrator's failure to file written objections within ninety (90) days, shall be a settlement of such account as against the Administrator and Employer and shall forever release and discharge the Trustee from any liability or accountability to such entities with respect to the transactions shown or reflected on such account.

If a statement of objections is filed by the Administrator, and if the Administrator is satisfied that its objections should be withdrawn or the account is adjusted to its satisfaction, the Administrator shall indicate its approval of the account in a written statement filed with the Trustee, and the Trustee shall be forever released and discharged from all liability and accountability to the Administrator and Employer in accordance with the immediately preceding sentence. If an objection is not settled by the Administrator and the Trustee, the Trustee may start a proceeding for judicial settlement of the account in any court of competent jurisdiction, and the only parties that need be joined in such a proceeding are the Trustee, the Administrator, the Employer and such other parties whose participation is required by law.

9.4. **Right to Judicial Settlement.** Nothing in this Agreement shall prevent the Trustee from having its accounts settled by a court of competent jurisdiction at any time. The only parties that need be joined in any such proceeding are the Trustee, the Administrator, the Employer, and such parties whose participation is required by law.

**ARTICLE X**

**REMOVAL AND RESIGNATION OF THE TRUSTEE**

10.1. **Removal or Resignation.** The Trustee may resign as trustee under this Agreement at any time by a written instrument delivered to the Employer and to the Administrator giving a ninety (90) day advance notice of such resignation, and may be removed at any time by the Advisory Committee or Administrator upon thirty (30) days advance written notice to the Trustee. Nationwide Trust Company, FSB shall automatically resign as Trustee immediately upon termination of Nationwide Retirement Solutions as Administrator. If within ninety (90) days after notice of resignation or removal of the Trustee, the Advisory Committee has not designated a successor Trustee, the Trustee may apply to any court of competent jurisdiction for the appointment of a successor Trustee.

10.2. **Successor Trustee.** If a vacancy in the office of trustee of the Trust occurs, the Advisory Committee shall appoint a successor Trustee which shall be a bank as defined in Section 3(a)(2) of the Securities Act of 1933. The Advisory Committee shall deliver to the Trustee copies of (a) a written instrument executed by the Advisory Committee appointing such successor, and (b) written instrument executed by the successor in which it accepts such appointment. Such instruments shall indicate their effective date. Any such successor trustee shall have all the powers and duties of the original trustee.

10.3. **Delivery of Fund.** If the Trustee resigns or is removed, it shall deliver any assets of the Fund in its possession to a successor trustee as soon as is reasonably practicable after the settlement of its account or at such earlier time as shall be agreed on by the Administrator, the Trustee, and the successor trustee. The Trustee may, however, reserve such sum of money as it deems advisable for payment of its fees and expenses in connection with its administration of the Trust or the settlement of its account or for payment of all taxes that may be assessed on or in respect of the Fund or the income thereof for the period before its removal or resignation. The Administrator may require the
Trustee to bill the Administrator, rather than withdraw funds from the Trust to satisfy the Trustee’s obligations. The Trustee shall pay over to the successor trustee any balance of such reserve remaining after the payment of such fees, expenses, and taxes. The delivery of assets of the Fund to the successor trustee shall not be deemed a waiver by the Trustee of any lien or claim it may have on the Fund for its fees or expenses. When the Fund has been transferred and delivered to the successor trustee and the accounts of the Trustee have been settled as provided in Article IX hereof, the Trustee shall be released and discharged as to the Participant, and the Employer from all further accountability or liability for the Fund as set forth in this Agreement and shall not be responsible in any way for the further disposition of the Fund or any part thereof.

ARTICLE XI
CHANGE IN INVESTMENT OPTIONS

11.1. Request for Different Investment Option, Change Proposed by Administrator. Subject to the approval of the Advisory Committee as described below, the Administrator may propose investment options different than those currently selected. The Administrator shall provide thirty (30) days advance notice to the Advisory Committee that it proposes a change in the investment option utilized by the Trust.

If the Advisory Committee, pursuant to the Voting Process, objects to the proposed change in investment option in writing to the Administrator within thirty (30) days after the date of the Administrator’s notification mailing, then the change in investment option shall not become effective. If there is no sufficient objection, the Advisory Committee has thereby approved the change; the Administrator shall direct the assets to be invested in the new investment option.

11.2. Request for Different Investment Option, Change Proposed by Advisory Committee. If the Advisory Committee requests in writing to the Administrator a change in the investment option utilized by the Trust, the Administrator, or its designee, shall conduct an evaluation of the proposed investment option(s). If determined acceptable and pending agreement by the relevant mutual fund house to have the fund added to the Trust as an investment option, the Administrator shall notify the Employer of such request. If the Advisory Committee provides its written agreement to the Administrator within thirty (30) days that the change in investment options be made, the Administrator and Trustee shall cause such change to be made within a reasonable time period after receiving the majority’s approval.

11.3. Mutual Funds Service Fee Payment Disclosure. Nationwide Financial Services, Inc.’s life insurance and trust company subsidiaries (collectively referred to as the “Nationwide companies”) offer various product menu platforms to group retirement plan customers depending on a variety of quantitative and qualitative factors relating to the Mutual Funds through the Nationwide Group Retirement Series, which include the Funding Vehicles offered in connection with PEHP.

Certain mutual funds or their affiliates make payments to the Nationwide companies (the “payments”). The amount of these payments is typically based on an agreed-upon percentage of assets times the amount of the assets that the Accounts invest in the mutual funds, but in some cases may involve a per participant fee or a combination of asset-based fee and per participant fee. These payments may be used for any corporate purpose, which includes reducing the price of the retirement products, paying expenses that the Nationwide companies incur in promoting, marketing, and administering the retirement products, and achieving a profit. As a result, changes in investment options, directed by the Advisory Committee may impact the pricing of this offering.

ARTICLE XII
AMENDMENT AND TERMINATION

12.1. Amendment. This Agreement may be amended in such manner as may be necessary or advisable in order to qualify or retain the Trust as a VEBA in accordance with Code Section 501(c)(9) and by a
written instrument signed by the Trustee and the Administrator. Any such amendment may, by its terms, be retroactive. Subject to a veto right described below, this Agreement may be amended in any other manner at any time by a written instrument signed by the Trustee and the Administrator provided the Administrator gives thirty (30) days' notice to the Advisory Committee and the Employer. If the Advisory Committee objects to such amendment in writing to the Administrator within thirty (30) days after the date of the Administrator's notification mailing, then the amendment shall not become effective. If there is not sufficient objection, the amendment shall take effect as set forth in the amendment. The Administrator shall certify to the Trustee that the amendment does not permit any part of the Fund to be used for or diverted to purposes other than the exclusive benefit of Participants and Eligible Employees or the payment of reasonable expenses of administering the Plan and Trust. The instrument of amendment shall specify its effective date and amendments may be made effective retroactively.

12.2. **Termination.** The Trust shall continue until all liabilities under the Plan to Participants have been satisfied or the Administrator certifies to the Trustee that Plan benefits will no longer be provided through this Trust (e.g. the Administrator reasonably determines that it is no longer administratively cost effective for the Trust to continue).

   a. **Termination Before All Liabilities Are Satisfied.** If the Administrator certifies to the Trustee that Plan benefits will no longer be provided through this Trust, the Trustee shall dispose of the Fund in accordance with the Administrator's written instructions, subject to the Trustee's right to receive a written or judicial settlement of its account. Such instruction shall be in writing and shall state that the disposition directed (i) does not, prior to the satisfaction of all liabilities under the Plan to Participants, result in any part of the Fund being used for or diverted to purposes other than the exclusive benefit of Participants and the payment of reasonable expenses of administering the Trust, and (ii) is in accordance with Code Section 501(c)(9) and other applicable laws.

   b. **Termination After All Liabilities Are Satisfied and Assets Remain in Trust.** If there is an amount remaining in the Fund and the Administrator certifies to the Trustee that the Plan is terminated and all Plan liabilities have been satisfied, the Trustee shall then, upon the written instructions of the Administrator, distribute such amounts to one or more trusts or other entities established or maintained by the Employer in proportion to the accounts (as defined in the Plan) of Participants and Eligible Employees as of the date twelve (12) months prior to the date all liabilities had been satisfied. The Administrator shall certify to the Trustee that such trust or entity shall provide life, sick, accident, or other benefits that are properly payable from a trust that is established for the purposes of Code Section 501(c)(9). No amounts shall revert to the Employer in contravention of Code Section 501(c)(9). The Trustee may, however, subject to the approval of the Administrator, reserve such sum of money as it deems is necessary for payment of its fees and expenses in connection with its administration of the Trust or the settlement of its account or for payment of taxes that may be assessed on or in respect of the Fund or the income thereof.

**ARTICLE XIII**

**ADVISORY COMMITTEE**

13.1. **Appointment of Advisory Committee.** Each Advisory Committee member shall serve from the effective date of appointment until the earlier of his or her death, incapacity, disqualification by law, resignation or removal. Removal and appointment of a successor Advisory Committee member shall be made in accordance with the Plan's direction. An appointment to the Advisory Committee shall become effective by filing a written appointment signed by the appointing entity with the Administrator.
The purpose of the Advisory Committee is to serve as a representative of the participating or affected groups for purposes of communications concerning the Administrator and Trustee on the Trust's operations and administration. The Advisory Committee shall have no responsibility with respect to the operation and administration of the Trust or the Plan, except that where the Trust or Plan provides for notifications to the Advisory Committee representatives participating under the Trust, notification to the Advisory Committee members shall constitute such notification. In addition, any approval or veto rights which employee representatives or Employer may have concerning Plan or Trust changes or operations may be exercised by the Advisory Committee.

13.2 Authority of Advisory Committee to Remove the Administrator. A majority of the Advisory Committee, acting jointly through the Voting Process, may remove the Administrator without cause during the last month of each Plan Year. If, within sixty (60) days after notice of resignation or removal of the Administrator, the Advisory Committee representatives have not designated a successor Administrator, the Administrator may apply to any court of competent jurisdiction for the appointment of a successor Administrator.

ARTICLE XIV
MISCELLANEOUS

14.1 Merger of Trustee. Any corporation into which the Trustee is merged or with which it is consolidated, or any corporation resulting from a merger, reorganization, or consolidation to which the Trustee is a party, or any corporation to which all or substantially all of the Trust business or the Trustee is transferred shall become the successor trustee under this Agreement without the execution or filing of any further instrument or the performance of any further act.

14.2 Employer. The Employer that adopts the Plan prior to or after the effective date of this Agreement shall be bound by this Agreement without further act on its part upon execution of the Participation Agreement. The Employer shall be bound by all the terms and conditions of the Plan and of this Agreement, as then in effect and as it may thereafter be amended. The Administrator shall have the sole authority to enforce this Agreement on behalf of the Employer, and the Trustee need not deal with the Employer, except by dealing with the Administrator as the agent of the Employer for the purposes of giving or receiving notices, instructions, directions and other communications to or from the Trustee and approving the accounts of the Trustee. The Trustee shall invest and administer the Fund as a single fund for investment and accounting purposes without identification or allocation to any Participants or Eligible Employees, unless the Trustee and the Administrator agree in writing to segregate funds.

14.3 Alienation of Fund. No right or claim in or to the Fund or any assets thereof shall be assignable or subject to garnishment, attachment, execution, or levy of any kind; any attempt to transfer, assign, or pledge the same shall be void and shall not be recognized by the Trustee except to such extent as may be legally required.

14.4 Applicable Law. The Trust will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by the Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Trust shall be deemed to occur in Ohio.

14.5 Headings Not Part of the Agreement. Headings of Articles and Sections are inserted for convenience of reference. They are not part of this Agreement and shall not be considered in construing it.

14.6 Multiple Copies. This Agreement may be executed in any number of counterparts, each of which shall be considered an original even though no others are produced.
14.7. **No Third Party Benefit.** This Agreement is intended for the exclusive benefit of the parties to this Agreement, the Plan, the Participants and Eligible Employees in the Plan, and their respective successors and assigns, and nothing contained in this Agreement shall be construed as creating any rights or benefits in or to any other party.

14.8. **Dispute Resolution and Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach of the same, shall be settled through consultation and negotiation in good faith and a spirit of mutual cooperation. However, if those attempts fail, the parties agree that any misunderstandings or disputes arising from this Agreement shall be decided by arbitration in Columbus, Ohio which shall be conducted, upon request by either party, before three (3) arbitrators (unless both parties agree on one (1) arbitrator) designated by the American Arbitration Association (the "AAA"), in accordance with the terms of the Commercial Arbitration Rules of the AAA and, to the maximum extent applicable, the United States Arbitration Act (Title 9 of the United States Code), or if such act is not applicable, any substantially equivalent state law. The parties further agree that the arbitrator(s) will decide which party must bear the expense of the arbitration proceedings.
IN WITNESS WHEREOF, the Employer and the Trustee have caused this Agreement to be executed by their duly authorized officers and their respective seals to be hereunto affixed and attested, effective as of the day and year first above written.

CITY OF FORT COLLINS, COLORADO

By: ____________________________________________

Title: __________________________________________

NATIONALWIDE TRUST COMPANY, FSB

By: ____________________________________________

Title: __________________________________________

Approved as to form:

Sr. Assistant City Attorney
Schedule of Investments
(“Investment Authorization”)
Vanguard Institutional Target Retirement 2030 Fund
Vanguard Institutional Target Retirement 2035 Fund
Vanguard Institutional Target Retirement 2040 Fund
Vanguard Institutional Target Retirement 2045 Fund
Vanguard Institutional Target Retirement 2050 Fund
Vanguard Institutional Target Retirement 2055 Fund
Vanguard Institutional Target Retirement 2060 Fund
Vanguard Institutional Target Retirement 2065 Fund
Vanguard Institutional Target Retirement Income Fund
Vanguard Total Bond Market Index Fund Institutional
Vanguard Total International Stock Index Instl
Victory Sycamore Established Value R6
Western Asset Core Plus Bond Fund Class I
NW Stable Value Fund

This Investment Authorization may be amended to include mutually agreeable Funding Vehicle(s) at any time via written instructions from the Employer or its designee to the Trustee.
The Post Employment Health Plan for Public Employees
ARTICLE I
DEFINITIONS

As used in this Plan, and except as otherwise provided herein, the following terms shall have the meaning hereinafter set forth:

1.1. “Account” means an account established for a Participant or Eligible Employee pursuant to Section 6.1 hereof.

1.2. “Administrator” means the person or entity designated by the Plan as possessing authority to manage the operation and administration of the Plan in accordance with the Plan document adopted by the Employer. The Administrator shall be Nationwide Retirement Solutions, Inc., its successors and assigns (NRS) unless and until NRS resigns in accordance with Article 8.

1.3. “Association” refers to the National Association of Police Organizations.

1.4. “Benefit” means any payment made pursuant to Article 5 hereof.

1.5. “Code” means the Internal Revenue Code of 1986, as amended from time to time.

1.6. “Contribution” means any contribution made to the Plan pursuant to Article 4 hereof.

1.7. “Dependent” means the Participant’s spouse or any person who, in relation to the Participant, satisfies the requirements under Code Section 152(a).

1.8. “Effective Date” means the date on which the fully executed Participation Agreement is processed by NRS.

1.9. “Eligible Employee” means a current employee of the employer who receives contributions under the Plan on his or her behalf.

1.10. “Employee” means an individual who is employed by the Employer.

1.11. “Employer” means a state or local government or political subdivision thereof that adopts the Plan by entering into a Participation Agreement with the Administrator.

1.12. “Entry Date” means the date the Employer makes the first contribution to the Plan on behalf of such Eligible Employee.

1.13. “Health Care Insurance Premium” means any amount used to purchase insurance coverage for health benefits, hospitalization, or other medical care as defined in Code Section 213(d)(1).

1.14. “Mandatory Employee Contribution” means Eligible Employee contributions which are to be made as a condition of employment with the Employer and required to be made under terms of the Employer’s Participation Agreement. Such contributions shall be picked up by the Employer and are deemed to be employer contributions and are not taxable income to the employee.

1.15. “Participant” means a former Employee, or the surviving Dependents thereof, who has an Account under the Plan and is eligible to receive distributions under the Plan or who may receive contributions under the Plan on his or her behalf.

1.16. “Participation Agreement” means the agreement between the Employer and the Administrator by which the Employer adopts the Plan, which sets forth the responsibilities of the Administrator, and
the terms of the Employer’s adoption of the Plan, including: (a) the Employer’s rate of contribution to the Plan, and (b) the Employees of the Employer who are eligible to receive contributions and participate in the Plan.

1.17. “Plan” means The Post Employment Health Plan for Public Employees, as set forth in this document.

1.18. “Plan Year” means the calendar year.

1.19. “Post-Employment Health Benefit” means a payment made pursuant to Section 5.1 hereof.

1.20. “Qualifying Medical Care Expenses” means those expenses incurred solely for “medical care,” as defined in Code Section 213(d)(1), rendered to the Participant or his Dependents from the time the Participant is an Eligible Employee entitled to receive a contribution under the Plan.

1.21. “Trust Agreement” means the agreement described in Article 2 hereof, establishing the Trust for The Post Employment Health Plan for Public Employees.

1.22. “Trust Fund” means all money and assets held by the Trust for the Post Employment Health Plan for Public Employees, and all earnings and profits thereon, less the payments made therefrom in accordance with the terms of this Plan.

1.23. “Trustee” means the Trustee, or any successor Trustee, designated in accordance with the terms of the Trust Agreement.

1.24. “Valuation Date” means each day in which the New York Stock Exchange and the Administrator’s home office are open for business.

**ARTICLE II**

**TRUST**

2.1. **Trust Agreement.** All Contributions shall be paid into, and all Benefits provided for herein shall be paid from, the Trust Fund. The Trust Agreement shall be in such form and contain such provisions as the parties may deem appropriate, including, but not limited to, provisions with respect to the powers and authority of the Trustee, the authority of the Administrator and Trustee to amend the Trust Agreement, the authority of the Administrator to settle the accounts of the Trustee on behalf of all persons having an interest in the Trust Fund, and the authority to remove a Trustee and appoint a successor trustee. When entered into, the Trust Agreement shall form a part of the Plan, and all rights and benefits that may accrue to any person under the Plan shall be subject to all the terms and provisions of the Trust Agreement.

2.2. **Trust Fund.** In no event shall any part of the principal or income of the Trust Fund be paid to or reinvested in the Employer or be used for any purpose whatsoever other than the exclusive benefit of the Participants, Eligible Employees and their Dependents and defraying the reasonable expenses of the Plan. Notwithstanding the preceding, Contributions shall be returned to the Employer only under the following circumstances:

   a. If the Employer makes a Contribution by a mistake of fact, acknowledging such mistake of fact in writing to the Administrator and within one year of the mistaken Contribution;

   b. If the Internal Revenue Service determines that the Trust is not tax-exempt under Code Section 501(a); or

   c. If the Internal Revenue Service determines that the Trust has unrelated business taxable income under Code Section 512(a)(3)(E).

2.3. **Investment of Trust Fund.** The Trustee shall invest and reinvest the Trust Fund and the income therefrom in accordance with the terms of the Trust Agreement.
2.4. Valuation of the Trust Fund. The value of the Trust Fund shall be determined as of each Valuation Date, if applicable, as follows:

a. The value per share of a security listed for trading on a national securities exchange shall be the closing price per share at which such security was traded on the exchange on the day as of which the value is to be determined (or, if such security was not traded on that day, on the last preceding day on which it was traded); provided, that if a security is listed for trading on two or more national securities exchanges, the national securities exchange upon which principally it is traded shall be deemed to be the only such exchange on which it is listed;

b. The value of any other investment shall be the fair market value thereof on the day as of which the value is to be determined, as determined by the Trustee, the Administrator or the agent of either the Trustee or Administrator; and

c. There shall be added/deducted from the value of the investments any income or liabilities due or accrued and properly chargeable thereto.

ARTICLE III
ELIGIBILITY TO PARTICIPATE

3.1. Eligibility to Participate. Each Employee shall become an Eligible Employee as determined by the Employer and shall be entitled to receive a contribution to the Plan as set forth in the Participation Agreement on the Entry Date coincident with or next following the later of (a) the date on which he becomes an Eligible Employee, or (b) the Effective Date of this Plan.

3.2. Contributions Required for Eligible Employees. Subject to Section 9.2, the Employer shall make Contributions on behalf of each Eligible Employee as determined by the Employer in accordance with the terms of the Participation Agreement.

3.3. Dispute as to Eligibility. In the event of a dispute as to the eligibility of any individual to receive a contribution to the Plan, the decision of the Employer with respect to such eligibility shall be final and conclusive for all purposes.

ARTICLE IV
CONTRIBUTIONS

4.1. Contributions to the Plan. The Employer shall make contributions to the Plan on behalf of each Eligible Employee or Participant in such amount as the Employer determines and communicates to the Administrator from time to time to fund Post Employment Health Benefits.

Amounts contributed may not be used for any purpose other than as provided by Code Sections 105, 106, 501(c)(9) and applicable Treasury regulations. All Contributions shall be made in a manner which satisfies the nondiscrimination rules found in Code Section 105(h) or other applicable law, provided however that Contributions determined as a percentage of the Eligible Employee's compensation and earnings thereon shall be accounted for separately and shall be used under Section 5.1 only to reimburse Health Care Insurance Premiums.

4.2. Lump sum Contributions. If the Employer has a compensated absence policy under which all Employees accumulate compensated absence pay, it may require all or a specified portion of accumulated compensated absence benefits be contributed to the Plan. Compensated absence may include any combination of vacation pay, sick pay, or other accumulated absence pay as specified by the Employer.
4.3. **Mandatory Employee Contributions.** The Employer may require that all Eligible Employees contribute Mandatory Employee Contributions to the Plan as a condition of employment with the Employer. In the event Contributions are required of Eligible Employees, the Employer shall specify the amount of the Contribution either as a dollar amount or as a percentage of the Eligible Employee’s compensation. Such amount or percentage shall not be subject to change on the part of the Eligible Employee, and the Eligible Employee shall not be entitled to receive such Contributions in the form of cash or other benefit. The Employer shall remit such contributions to the Trustee.

4.4. **Determination of Amount of Contributions.** The Trustee and the Administrator shall not be under any duty to inquire into the correctness of the Contributions paid over to the Trustee hereunder; nor shall the Trustee or Administrator be under any duty to enforce the payment of the Contributions to be made hereunder. The Eligible Employees and their bargaining unit shall have sole responsibility and duty to enforce Employer’s contribution obligations.

4.5. **Transfers from other Health Reimbursement Arrangements.** The Plan may accept, as permitted by law, transfers of assets held in other health reimbursement arrangements including other arrangements being administered by the Administrator, provided that such assets were contributed to a plan providing permissible benefits. The Administrator may develop procedures necessary to comply with the requirements of this Section 4.5.

**ARTICLE V**

**BENEFITS**

5.1. **Post-Employment Health Benefits.** Upon an Eligible Employee’s severance from employment with the Employer for any reason, including death, the Eligible Employee or his Dependents shall become a Participant in the Plan. Upon such time the Participant shall be entitled to be reimbursed from the Plan for Qualifying Medical Care Expenses and for Health Care Insurance Premiums incurred by the Participant or Dependents subject to the limits set forth in Section 5.3 hereof, provided that such expenses will not be taken as a deduction on the Participant’s or Dependents’ federal income tax return. If at any time following the Eligible Employee’s severance from employment, he or she is reemployed by the Employer, the Participant shall no longer be entitled to reimbursement under the Plan until the Participant once again severs employment with the Employer. Post-Employment Health Benefits shall be funded in accordance with Article 4 hereof into the Plan from which benefits will be paid and in accordance with the Code.

5.2. **Notice by Employer.** The Employer shall certify to the Administrator the date of a Eligible Employee’s severance from employment with the Employer. The Administrator shall rely on any such certification in determining when the Eligible Employee becomes a Participant and the extent to which a Participant or his Dependents shall be entitled to a Benefit under the Plan. In the case of an Eligible Employee’s or Participant’s death, the Trustee shall require proof of the Eligible Employee’s or Participant’s death prior to paying any Benefit to a Dependent or medical service provider on behalf of a deceased Eligible Employee under this Article 5.

5.3. **Benefit Limits.** Any Qualifying Medical Care Expense or Health Care Insurance Premium paid in accordance with Section 5.1 hereof is limited to the Participant’s respective account balance as of the Valuation Date immediately preceding the date the claim for such Benefit is submitted to the Trustee. If a claim for Benefits exceeds the account balance at such date, the Trustee will pay the claim to the extent of the account balance. If the Participant’s account balance subsequently increased, the Participant must resubmit a current claim form for reimbursement.

Only claims for Qualifying Medical Care Expenses and Health Care Insurance Premium Reimbursements incurred from the time the Participant is an Eligible Employee entitled to receive a contribution hereunder will be payable under the Plan.
5.4. **Timing and Method of Benefit Payment.** All Benefit payments shall be made via check or direct deposit as specified by the Participant or service provider receiving payment directly on behalf of a deceased Eligible Employee and as soon as administratively practicable following the date a claim for Benefits is submitted to the Administrator.

5.5. **Prohibition on Alienation.** The rights of a Participant or Dependent to receive a Benefit shall not be subject to alienation or assignment, and shall not be subject to anticipation, encumbrance or claims of creditors except to the extent required by applicable law.

5.6. **Forfeitures.** If an Eligible Employee or Participant has no Dependents on the date notice of death is provided to the Administrator and no Dependent is identified and no request to pay Qualifying Medical Care Expenses directly to a service provider, on behalf of a deceased Eligible Employee, is received within 180 days of the date on which the Administrator was notified of an Eligible Employee or Participant’s death, the balance in the Participant’s account will be forfeited.

Benefit payments for Qualifying Medical Care Expenses which, if paid, would result in discrimination in violation of Code Section 105(h), its regulations or any other applicable provision of law shall also be forfeited. A Participant’s account may also be forfeited if the Administrator is unable to locate the Participant within 36 months after the Administrator sends a letter by certified U. S. mail, postage prepaid, to the Participant’s last known address.

Any amount forfeited under this Section 5.6 shall be allocated as soon as administratively practicable following, the date on which the Administrator determines that a forfeiture has occurred to the Accounts of all other Eligible Employees and Participants who (i) are (or were) employed by the Employer and (ii) have an account balance on the Valuation Date. Forfeitures shall be allocated among the Eligible Employee and Participants in accordance with procedures established by the Administrator.

5.7. **Designation of Beneficiaries Prohibited.** Unless otherwise permitted by law, designation of beneficiaries under the Plan is not permitted.

**ARTICLE VI**

**ELIGIBLE EMPLOYEE AND PARTICIPANT ACCOUNTS**

6.1. **Separate Accounts and Records.** The Administrator shall maintain separate Accounts in the name of each Eligible Employee and Participant having an interest in the Trust Fund. For all Eligible Employees or Participants with an account balance, a statement of that Eligible Employee’s or Participant’s Account as of the last day of each calendar quarter shall be distributed or made available within 15 days after the end of each quarter showing:

a. The Eligible Employee’s or Participant’s account balance;

b. Contributions credited to the Eligible Employee’s or Participant’s Account;

c. Qualifying Medical Care Expenses and Health Care Insurance Premiums paid from the Participant’s Account; and

d. Administrative fees paid from the Eligible Employee’s or Participant’s Account gains and losses of the Trust Fund allocated to the Eligible Employee’s or Participant’s Account.

6.2. **Valuation of Accounts.** As of each Valuation Date, all income and gains (realized and unrealized) of the Trust Fund for the period since the immediately preceding Valuation Date (or, if there is no prior Valuation Date, since the Effective Date) shall be credited to, and all losses (realized and unrealized) and expenses of the Trust Fund for such period shall be charged to, the Eligible Employee’s or Participants’ Accounts in proportion to their balances as of the next preceding Valuation Date (or as of the Effective Date, if there is no prior Valuation Date), provided, however, that if there has been a withdrawal from a Participant’s Account since the next preceding Valuation Date, such Participant’s
Account balance at the Valuation Date, rather than the next preceding Valuation Date, shall be used to allocate income, gains, losses and expenses to such Participant’s Account.

6.3. Participant Transfers to another Plan

a. Subject to Section 6.3(b), if an Eligible Employee is no longer entitled to receive contributions from the Employer but remains employed by the Employer and as a result of such employment contributions on behalf of the Eligible Employee is required to another Voluntary Employees' Beneficiary Association (VEBA) which is established pursuant to Section 501(c)(9) and administered by the Administrator, then the Eligible Employee may elect to transfer his or her Account to the other VEBA.

b. A transfer contemplated in Section 6.3(a) shall only be permitted if such transferred assets will be used to provide benefits similar to those provided by this Plan and the transfer does not jeopardize the tax-exempt status of the Trust.

ARTICLE VII

CLAIMS PROCEDURE

7.1. Written Claims. All claims for Benefits shall be made in writing in accordance with such procedures as the Administrator shall prescribe, including deadlines, documentation requirements and forms.

7.2. Denied Claims. If a claim for Benefits is denied in whole or in part, the Administrator shall furnish the claimant a written notice setting forth the reason for the denial, including reference to pertinent Plan provisions, describing any additional material or information that is required from the claimant and explaining why it is required, and explaining the review procedure set forth in Section 7.3 hereof. Such notice shall be given within five (5) business days of the denial.

7.3. Review Procedure for Denied Claims. Within 60 days of the written notice of the denial of any claim for Benefits, a claimant may file a written request for a review of such denial by the Administrator. Any claimant seeking review of a denied claim is required to submit comments in writing. Within 60 days after its receipt of a request for review of a denied claim, the Administrator shall render a written decision on its review which references the Plan provisions on which its decision is based.

ARTICLE VIII

ADMINISTRATION OF THE PLAN

8.1. The Administrator. The Administrator shall be NRS unless and until NRS resigns or is removed. The Administrator shall have the authority to control and manage the operation and administration of the Plan in accordance with this plan document and the responsibility of filing and distributing reports and returns with or to government agencies and Eligible Employees and Participants, and their Dependents as required under the Code and other applicable law.

The Administrator, by a written instrument, may delegate its responsibilities to control and manage the operation and administration of the Plan and the responsibility to file reports and returns.

To the extent permitted by law, the Trust shall indemnify each employee of the Administrator and any agent or person who has been appointed by the Administrator, against any liability (not reimbursed by insurance) incurred in the course of the administration of the Plan, except liability arising from his own negligence or willful misconduct.

8.2. Agents. The Trustee may employ such agents, including counsel, as it may deem advisable for the administration of the Plan. Such agents may not be Eligible Employees or Participants.

8.3. Removal or Resignation of Administrator. The Administrator may resign as administrator at any time by a written instrument giving notice of such resignation. The Administrator may be removed, for cause relating to performance that fails to meet
generally accepted standards, practices and procedures applicable to persons providing similar types of administrative services.

8.4. **Successor Administrator.** The Administrator may appoint a successor Administrator. The Administrator shall provide 30 days' advance notice that it has designated a successor Administrator.

8.5. **Administrative Fees.** The Administrator shall be paid from the Trust Fund an administrative fee for each Eligible Employees and Participant equal to an amount specified in the Participation Agreement between the Administrator and the Employer. Such fees shall be charged against the Eligible Employees' and Participants' Account balances.

8.6. **Powers of the Administrator.** The Administrator shall have all such powers as may be necessary to carry out the provisions of the Plan, and the actions taken and the decisions made by the Administrator shall be final and binding upon all parties. The powers of the Administrator shall include, but not be limited to, the following:

a. To determine, in accordance with the plan document, all questions relating to the amount of any Benefits and all questions pertaining to claims for Benefits and procedures for claim review.

b. To prescribe procedures, in accordance with the plan document, to be followed by Participants in filing claims for Benefits.

c. To prepare and distribute information, in accordance with the plan document, explaining the Plan to Eligible Employees and Participants.

d. To appoint or employ individuals to assist the Administrator in the administration of the Plan and any other agents deemed advisable, including banking, legal, accounting, and actuarial counsel.

e. To resolve all other questions arising under the Plan, in accordance with the plan document.

f. To take any such further action as the Trustee shall deem advisable in the administration of the Plan in accordance with the plan document; and

g. To direct the Trustee to pay claims for Benefits either by issuing claims checks or by delegating the authority to issue claims checks in accordance with Section 7.1 hereof.

8.7. **Records.** The acts and decisions of the Administrator including such records as may pertain to the computation of Benefits of any claimant shall be duly recorded.

8.8. **Defect or Omission.** The Administrator shall notify the Employer of, and shall assist Employer with the cure of any defect, omission or inconsistency in this Plan for correction.

8.9. **Liability of Administrator.** Except for its own negligence or willful misconduct, neither any Employee of the Administrator nor any agent or other person appointed by the Administrator shall be liable to anyone for any act or omission in the course of the administration of the Plan.
ARTICLE IX
AMENDMENT AND TERMINATION

9.1. Amendments. The Administrator reserves the right to amend this Plan at any time in such manner as it may be necessary or advisable in order to qualify and retain the qualification of the Trust Fund as a voluntary employees' beneficiary association (Association) in accordance with Code section 501(c)(9) or to comply with applicable law upon 60 days written notice to the Employer. Any such amendment may, by its terms, be retroactive; and to amend, alter, modify or suspend, in whole or in part, any provision or provisions of this Plan at any time, retroactively or otherwise, by written notice to the Trustee, the Employers and the Association representatives. In any event, no such amendment shall:

a. increase the duties or obligations of the Trustee or Employer without their written consent;

b. decrease any Participant or Eligible Employee's Account balance; or

c. cause or permit any portion of the corpus or income of the Trust to revert to, or become the property of, or be used for the benefit of the Employer, or divert any portion of the corpus or income of the Trust for purposes other than the exclusive benefit of the Participants, Eligible Employees and their Dependents.

9.2. Termination and Discontinuance of Contributions. The Employer may terminate or discontinue contributions to the Plan at any time by notice to the Administrator and Trustee. Upon termination of the Plan and subject to Section 9.3, the Administrator shall maintain the Accounts of each Participant and Eligible Employee who is or was an Employee of such Employer, and shall pay Benefits to each such Participant in accordance with the terms of the Plan or as permitted by law. Expenses of the Trust fund and administrative fees shall be charged against such Participants' and Eligible Employees' Accounts for as long as such Accounts are maintained by the Administrator.

9.3. Employer Transfers to another Plan. The Employer may request that the assets held in the Plan be transferred to another Association or Administrator provided that the Employer provides evidence to the Administrator that the following conditions are met:

a. The transferee Association is exempt under Code Section 501(c)(9);

b. The transferred assets will be used to provide similar benefits;

c. The participants of each trust Association share an employment-related bond;

d. The transfer is not used to avoid the applicable requirements of Code Section 501(c)(9) and the regulations thereunder that otherwise would apply to each association;

e. The receiving Association or Administrator has agreed to receive the transfer; and

f. The Employer, in writing, holds harmless the Administrator for acting on Employer's instructions to transfer the Plan to another Association or Administrator.

When, to the satisfaction of the Administrator, the Employer has produced evidence sufficient to satisfy the conditions of this Section 9.3, the Administrator will transfer the assets of the Plan to the other Association or Administrator as soon as administratively practical. In no event shall such transfer occur later than one hundred and eighty (180) days following the Administrator's receipt of the sufficient evidence contemplated by this Section. Additionally, the Administrator may develop procedures in connection with this Section 9.3 including, without limitation, what documentation is necessary to evidence satisfaction of the requirements of this section. Expenses of providing such evidence shall be paid by the Employer. In the event a transfer of the Plan assets is authorized, the Administrator may retain sufficient funds for the satisfaction of all current reported claims.
ARTICLE X
MISCELLANEOUS

10.1. Rights of All Interested Parties Determined by Terms of the Plan. The Plan and Trust are voluntarily entered into by the Employer. The Trust shall be the sole source of Benefits provided under the Plan, and in no event shall the Administrator or the Employer be liable or responsible therefore. The Plan shall be binding upon all parties thereto and all Participants and Eligible Employees, and upon their respective heirs, executors, administrators, successors, and assigns, and upon all persons having or claiming to have any interest of any kind or nature under the Plan or the Trust.

10.2. No Employment Rights Created. The creation and maintenance of the Plan shall not confer any right to continued employment on any Employee, and all Employees shall remain subject to discharge to the same extent as if the Plan had never been established.

10.3. Number and Gender. Where necessary or appropriate to the meaning hereof, the singular shall be deemed to include the plural, the plural to include the singular, the masculine to include the feminine and neuter, the feminine to include the masculine and neuter, and the neuter to include the masculine and feminine.

10.4. Notice to Employees. Notice of the existence and the provisions of this Plan and amendments thereto shall be communicated by the Employer to all persons who are, or who become Eligible Employees or Participants.

10.5. Notification of Address. Each person eligible to receive Benefits shall notify the Administrator in writing of his address and any change of address thereafter. Any communication, statement or notice addressed to such person at his last address as filed with the Administrator (or if no address was filed with the Administrator, then his last address shown by the Employer’s payroll records) will be binding upon such person for all purposes of this Plan, and neither the Employer nor the Administrator shall be obligated to search for or ascertain the whereabouts of any such person.

10.6. Headings. The headings and subheadings in this Plan are inserted for convenience and reference only and are not intended to be used in construing this Plan or any provision hereof.

10.7. Governing Law. This Plan shall be construed according to the law of the State of Iowa and applicable Federal Law and all provisions hereof shall be administered according to the law of the State of Iowa and applicable federal law.
IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the ______day of
____________________, 20____ for the:

________________________
City of Fort Collins: Police Activity

(Plan Name)

By:

________________________
(MAYOR WIDE TROXELL)

(Signature)

________________________
(MAYOR)

(Printed Name)

________________________
(MAYOR)

(Title)

Approved as to form:

________________________
Sr. Assistant City Attorney
IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the ______day of ________________, 20________ for the:

**City of Fort Collins: Police Inactive**

(Plan Name)

By:

(Signature)

Mayor Wade Troxell

(Printed Name)

Mayor

(Title)

Approved as to form:

______________________________

S.R. Assistant City Attorney
IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the _____ day of ______________, 20 for the:

City of Fort Collins: For Inactive

(Plan Name)

By:

(Signature)

Mayor Wade Troxell

(Printed Name)

Mayor

(Title)

Approved as to form:

__________________________

SR Assistant City Attorney
IN WITNESS WHEREOF, the undersigned has executed this Plan to become effective the ______ day of _____________________, 20____ for the:

City of Fort Collins: Classified & Unclassified Inactive

(Plan Name)

By:

(Signature)

Mayor Wade Troxell

(Printed Name)

Mayor

(Title)

Approved as to form:

________________________

Sr. Assistant City Attorney
EXHIBIT F

POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the ____ day of ________________, the following resolution was adopted by

CITY OF FORT CUMNS - [City Name] (the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP) FOR THE EMPLOYEES OF CITY OF FORT CUMNS - POLICE ACTIVE PLAN (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this _____ day of _____________, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): MAYOR WADE TROXELL

Signature: ________________________________ Title: MAYOR

Approved as to form:

Sr. Assistant City Attorney
POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the _____ day of ____________________, the following resolution was adopted by

CITY OF FORT COLINS

(the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP) FOR THE EMPLOYEES OF CITY OF FORT COLINS - POLICE INACTIVE PLAN (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this _____ day of ____________________, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:
Name (please print): MAY OR WARD TROXELL

Signature: ______________________________ Title: MAYOR

Approved as to form:

S.R. Assistant City Attorney
Specimen Copy of Resolution
Post Employment Health Plan (PEHP)
PO Box 182797, Columbus, OH 43218-2797
Phone: 877-677-3678 • Fax: 877-677-4329 • NRSforu.com

POST EMPLOYMENT HEALTH PLAN (PEHP) FOR PUBLIC EMPLOYEES PROGRAM

SPECIMEN COPY OF RESOLUTION

On the _______ day of __________________________, the following resolution was adopted by

CITY OF FORT COLLINS

__________________________ (the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP)
FOR THE EMPLOYEES OF CITY OF FORT COLLINS - FOR INACTIVE PLAN (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this _____ day of __________________________, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): _______________________________ Title: _______________________________

__________________________  ________________________________
Name: Mayor Wade Troxell Title: Mayor

Approved as to form:

__________________________
SR. Assistant City Attorney

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DC-2983-A [NRI-0205AO.3]  Page 1 of 1  (02/2016)
SPECIMEN COPY OF RESOLUTION

On the ____ day of ____________________, the following resolution was adopted by

City of Fort Collins

(the Employer):

IN THE MATTER OF ADOPTING THE POST EMPLOYMENT HEALTH PLAN FOR PUBLIC EMPLOYEES (PEHP) FOR THE EMPLOYEES OF City of Fort Collins - Classified & Unclassified (the Employer).

WHEREAS, a Post Employment Health Plan for Public Employees has been established for eligible public employees, pursuant to section 501(c)(9) of the Internal Revenue Code permitting such plans; and

WHEREAS, the Plan may be funded with Employer contributions, mandatory Eligible Employee contributions or combination of both on behalf of the eligible employees in a manner permitted under the Plan; and

WHEREAS, under the PEHP program, Nationwide Retirement Solutions (NRS), Inc. will provide administrative services in exchange for a fee as agreed upon by the Employer and NRS;

NOW THEREFORE THE EMPLOYER DOES HEREBY RESOLVE AS FOLLOWS:

The (City Council, Board of Commissioners, Governing Body etc.) of the Employer, meeting in regularly scheduled session, this ____ day of ____________________, hereby adopts this PEHP program on behalf of the eligible employees of the Employer.

The officers and employers of the Employer are hereby authorized to execute, on behalf of the eligible employees of the Employer, a participation agreement with NRS, authorizing NRS to act as the Administrator of the Plan and the agent of the Employer, and other such agreements and contracts as are necessary to implement the program.

This Resolution is intended to include the necessary language for adoption of the PEHP program, but is intended only as example. It is not intended as legal advice and any reliance as such is strictly prohibited. The Employer should consult with legal counsel regarding this language before using it.

Plan Sponsor Representative:

Name (please print): Mayor Wade Troxell

Title: Mayor

Approved as to form:

SR. Assistant City Attorney