NOTICE
GLENPOOL CITY COUNCIL
REGULAR MEETING

A Regular Session of the Glenpool City Council will be held at 6:30 p.m. on Monday, September 19, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The City Council welcomes comments from citizens of Glenpool who wish to address any item on the agenda. Speakers are requested to complete one of the forms located on the agenda table and return to the City Clerk PRIOR TO THE CALL TO ORDER

AGENDA

A) Call to Order - Timothy Lee Fox, Mayor

B) Roll call, declaration of quorum – Susan White, City Clerk; Timothy Lee Fox, Mayor

C) Invocation – Heather Scherer, Living Water United Methodist Church

D) Pledge of Allegiance – Timothy Lee Fox, Mayor

E) Community Development Report – Lynn Burrow, Community Development Director

F) Treasurers Report – Julie Casteen, Finance Director

G) City Manager Report – Roger Kolman, City Manager

H) Mayor Report – Timothy Lee Fox, Mayor

I) Council Comments

J) Public Comments

K) Employee of the Month Recognition -- Timothy Lee Fox, Mayor

L) Scheduled Business

1) Discussion and possible action to approve minutes from September 6, 2016 meeting.

2) Report and discussion of condemnation proceedings commenced on June 6, 2016, against South 75 Mobile Home Park, located at 17150 S. Union Avenue, Glenpool, by Resolution No. 16-06-01, and possible action to direct further actions by the City Attorney.
(Lowell Peterson, City Attorney)

3) Discussion and review of the first annual agreed upon procedures audit of performance by Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Service Authority pursuant to the Agreement of Compromise, Settlement and Release between the parties.
(Lowell Peterson, City and GUSA legal counsel; together with Anna Elfrink, CPA and Joann Lucas, CPA)

4) Discussion and possible action to replace 1999 Ford animal control vehicle; purchase a 2005 Dodge Ram 1500 truck at a cost not to exceed $8,900 from B-Line Motors; and further authorize purchase of equipment to retrofit the vehicle at a cost not to exceed $6,100.00, tabled from September 6, 2016 City Council meeting.
(Dennis Waller, Chief of Police)

5) Discussion and possible action to adopt Resolution No. 16-09-01, A Resolution Approving Amendments To The 457(B) Deferred Compensation Plan And Approving Administrative And Brokerage/Custodial Service Agreements For The Continuing Implementation Of Said Amended Plan.
(Debbie Pengelly, Human Resources Director)

6) Discussion and possible action to approve Change Order request from Helms & Associates to the South County Soccer Complex.
(Lynn Burrow, Community Development Director)

M) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____am/pm.

Signed:_____
City Clerk

City Of Glenpool
Creating Opportunity

Community Development Director's Report

September 14, 2016

To: Glenpool City Council

Councilors;

The following report highlights and summarizes the various activities that are currently being addressed and process by the Community Development Department related to major public and private improvement and construction projects within the City of Glenpool.

City/Public Related Activities and Projects:

Glenpool Vision 2025 Projects:

Water Storage Facility and Supporting Waterline Installation: (Gions Enterprises, Inc.)

- Goins Enterprises was authorized to begin construction on February 2, 2016 and has 270 calendar days to complete the project - on or before October 28, 2016.

Current Contractor Work Progress:

- The tower is fully complete and the process to disinfect the interior storage tank is to be fully complete by October 1st.
- The modifications and equipment upgrades for the water pressure booster station will be fully complete by October 1st as well as the perimeter security fencing at the tower site and at the booster station.
- Full project completion is anticipated on or before October 15st - barring any major weather delays.

South County Soccer Complex:

- Greg Helms & Associates has prepared preliminary and final design documents associated with the site and building related improvements being proposed on property owned by Tulsa County adjacent to the South County Recreation Center.

- A presentation of the current status of this design work has been presented to The Tulsa County Parks Department for review and approval. The approval from the Tulsa County is anticipated by October 1st.
- A formal presentation of the final project design to the City Council is anticipated at the October 3rd meeting and a Board of Adjustment action for a required zoning code variance at the October 10th BOA meeting.
- Final Construction and bid documents will be complete by October 15th and advertised for bid at that time.
- It is anticipated that the project will be advertised for bid by approximately October 15th.
- Actual Construction of the project is likely not to start until December 2016

2016 CDBG Project: Senior Citizen Activity Building Up-grade

- The City of Glenpool has been awarded a Community Development Grant for additional remodel and facility upgrades at the Senior Citizen Activity Building in the amount of $72,645.00.
- The formal contract with Tulsa County for this grant as was approved by INCOG and presented to the City Council at the September 6th City Council meeting.
- The Contract Bid Document package covering the proposed improvements has been prepared and is currently being advertised for bidding
- Formal bids for this work will be accepted September 26th and presented to the Council at the October 3rd meeting..

On-going Private Development and/or Building Projects:

Dumond Business Office: (Commercial Development and Building Project)

- This project is located in MonTapp Addition on the east side of Yukon Avenue and immediately north of the Bonnet Dental Clinic.
- The project consists of the development of a 1.9 acre site and the construction of a 6,000 s.f. single story office building serving as the corporate headquarters of Simple Simons Pizza Company.
- Full project completion is anticipated in October, 2016.

Sunoco Glenpool Butane Blending Facility: (Developed by SVT Energy Services, Inc.)

- This project is located at 127th Street on the east side of US Highway 75.
- Full project completion and operational start-up is estimated to be by early 2017.

What-a-Burger Restaurant: (Southwest Crossroads Addition)

- This project is located on a tract located in Block 2 of South West Crossroads Addition.
- The building permit for the construction of this facility was issued July 25th with construction commencing that date.
- Anticipated completion of this facility is to be on or before October 15th.

Current Status of City of Glenpool Grant Projects:

Oklahoma Department of Transportation Grant Project:

- This project consists of the construction pedestrian sidewalks generally connecting the South County Community Recreation Center with the Glenpool school property on Warrior Road.
- Robert L. Shears and Associates and The Cowan Group have been selected as the project design consultants.
- A pre-design and kick-off meeting with ODOT and the project consultants was held March 25th to initiate the design portion of the project.
- The City has received Preliminary Construction Documents on the project for review and will be scheduling a coordination meeting for the review of these documents the week of July 18th.
- It is anticipated that the technical design and approval portion of the project will be completed by approximately November, 2016 with construction bidding occurring during the first quarter of 2017.
- The actual construction phase of the project will likely occur during the summer months of 2017 with full project completion estimated by approximately October, 2017.

Current Planning Department and Planning Commission Activities:

GBOA-447

- Request a variance to modify the screening requirement when abutting an RS district (South County Recreational Center as it abuts Glenn Abbey Addition) from 6 foot wood screening fence to allow a landscaping instead. Located at 13800 South Peoria Ave. BOA: 10/10/16.

GZ-256/PUD 34

- Request to rezone 48 acres located west of the NW/corner of 141st Street and Peoria Ave from RS-3, OL, and CS to a RS-4 district in order to allow 175 lots with a lot width of 65 feet. PC: 10/10/16, CC: 10/17/16.

GZ-257/PUD 35

- Request to rezone 46 acres located north of the NE/corner of 151st Street (Hwy 67) and Elwood Ave from RS-3 to a RS-4 district in order to allow 147 lots with a lot width of 65 feet. PC: 10/10/16, CC: 10/17/16.

Preliminary Subdivision Plat: Elwood Corner

- Request to review and possible approval of the preliminary plat of Elwood Corner which encompasses 46 acres located north of the NE/corner of 151st Street (Hwy 67) and Elwood Ave (if GZ257/PUD 35 are approved) to allow 175 lots with a lot width of 65 feet. TAC: 9/30/15, PC: 10/10/16, CC: 10/17/16.

Current Building & Inspection Department Activities: August, 2016:

Current Commercial Projects Permitted for Construction:

- QuikTrip Gas Island Addition
- WalMart Remodel Project – Drive thru Pharmacy & Grocery Pickup Area
- Byers Office and Warehouse: Located on Union Avenue at 176th Street
- Dumond Office Building: Located in MonTapp Addition
- What-a-Burger Restaurant: Located in Southwest Crossroads Addition
- St. Francis Health System Hospital; Located on 151st Street - east of U.S. Highway 75
- Sunoco Logistics Butane Blending Facility located east of US Highway 75 at 127th Street.

Glenpool Residential and Commercial Building Permit Statistics – August, 2016

• New Residential Permits Issued in August, 2016:	16 Total
• New Commercial Permits Issued in August, 2016:	1 Total
• Current Active Residential Permits:	59 Total
• Current Active Commercial Permits:	13 Total
• 2015 Residential Permits thru August:	95 Total
• 2016 Residential Permits issued thru August:	63 Total
• 2015 Commercial Permits Issued Thru August:	5 Total
• 2016 Commercial Permits Issued Thru August:	7 Total

Code Enforcement Department: August, 2016

Typical Issues Addressed by the Code Enforcement Department: Public Nuisances

- Inoperable or abandoned vehicles being stored on private property.
- Trash or debris on private property
- Excessively high grass on private property
- Special Assessment requests researched and issued to real estate lenders.
- Filing and releasing Mechanic Liens with the Tulsa County Recorder's Office.
- Illegal vehicle parking on private property yards.
- Visual impairments caused by trees, shrubs, vehicles, etc. interfering with traffic flow.
- Bidding and subcontracting involved with nuisance abatement.
- Enforcement of Health and Safety Code violations.

Department Activity for the Month of August:

• Month-to-date Complaint Calls Received and Investigated:	129
• Year-to-Date Complaint Calls Received and Investigated	638

- Public Nuisance Cases Remaining Open thru August 31st: 90
- New Code Enforcement Cases Processed in June:
  1. Calls reporting high grass: 93
  2. Structures damaged by fire: -0-
  3. Notices Issued for Vehicles Illegally Parked: 8
  4. Nuisance Abatements Performed by City Personnel: -0-
  5. Notices Issued for Residences Without Water Service: 2
  6. Tulsa County Health Department Citations Issued: -0-
  7. Notices Issued for Illegally placed signs: 16
  8. Damage to public facilities citations: -0-
  9. Dilapidated Structure Condemnation: -0-

  Total New Cases Opened in August: 119

What-a-Burger
WHATABURGER
WHATABURGER
09.14.2016 07:49

Dumond Office Building

Quik Trip Addition

South Elwood Mini-Storage
09.14.2016 07:58

Sunoco Butane Blending Facility

City Of Glenpool
Creating Opportunity

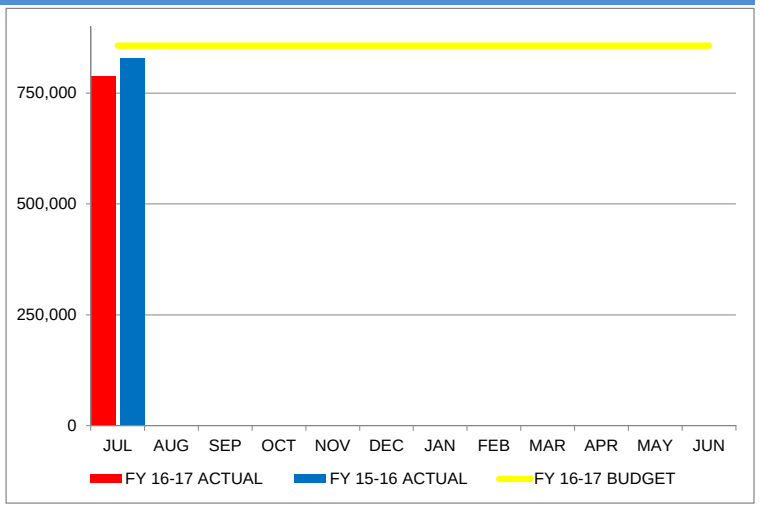
TREASURER'S REPORT

JULY 2016

REVENUE ANALYSIS - GENERAL FUND

TOTAL REVENUE

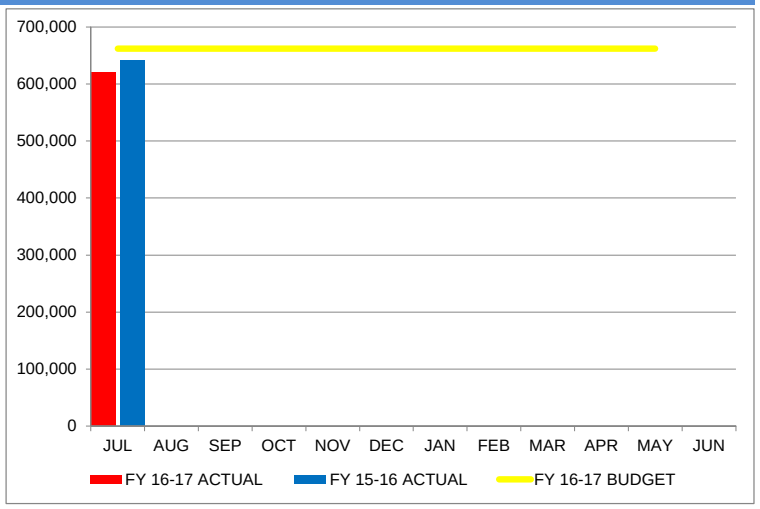
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 856,649	$ 787,987	$ (68,661)	-8.0%	$ 828,909
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 856,649	$ 787,987	$ (68,661)	-8.0%	$ 828,909



Total General Fund revenues YTD through July were -8.0% under budget YTD and -4.9% below prior year.

TAXES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 662,180	$ 619,710	$ (42,470)	-6.4%	$ 642,505
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 662,180	$ 619,710	$ (42,470)	-6.4%	$ 642,505



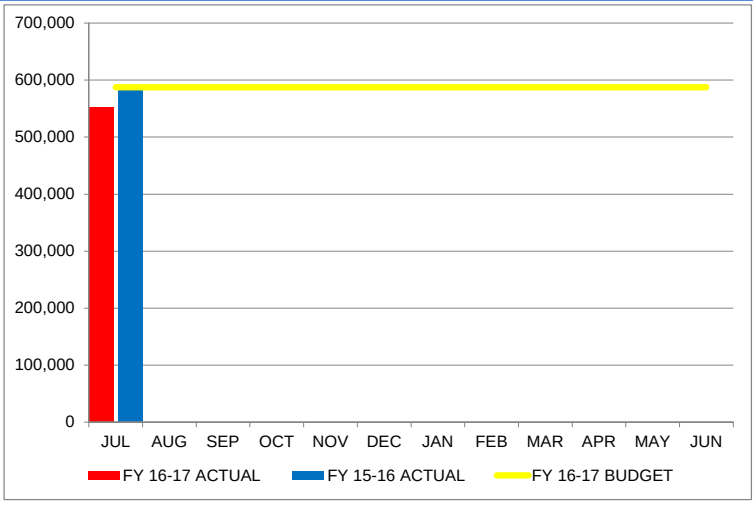
Tax revenues include Sales Tax, Use Tax, Hotel/Motel Tax, Franchise Tax and E911 Fees.

Total tax collections YTD through July fell short of budget by -6.4% and below prior year YTD by -3.5%.

GENERAL FUND REVENUE ANALYSIS - *continued*

SALES TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 587,180	$ 552,041	$ (35,139)	-6.0%	$ 582,429
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 587,180	$ 552,041	$ (35,139)	-6.0%	$ 582,429

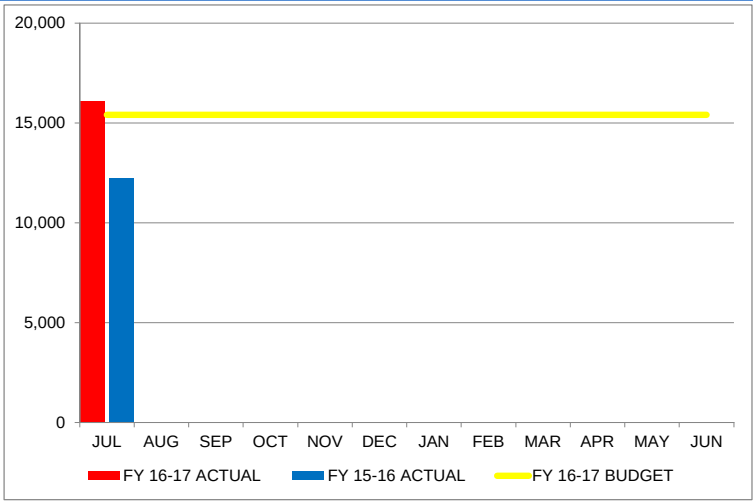


Sales Tax is the largest single revenue source for the General Fund and the City, and represents almost 70% of the General Fund Revenue Budget.

Sales tax collections YTD were below budget by -6.0%, and fell short of prior year by -5.2%.

USE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 15,417	$ 16,096	$ 679	4.4%	$ 12,215
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 15,417	$ 16,096	$ 679	4.4%	$ 12,215



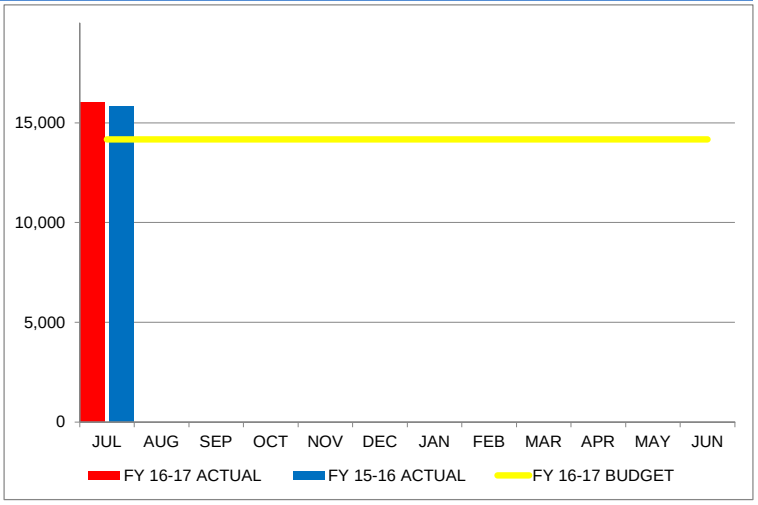
Use Tax is levied on goods that are bought in other states and then imported to Oklahoma for use. This tax is applied in lieu of the sales tax because the goods were originally bought outside the state. Because use tax is often related to construction activity, collections can fluctuate widely from month to month and year to year.

Use tax collections YTD through July exceeded budget by 4.4%, and exceeded prior YTD by 31.8%.

GENERAL FUND REVENUE ANALYSIS - *continued*

HOTEL/MOTEL TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 14,167	$ 16,029	$ 1,862	13.1%	$ 15,818
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 14,167	$ 16,029	$ 1,862	13.1%	$ 15,818

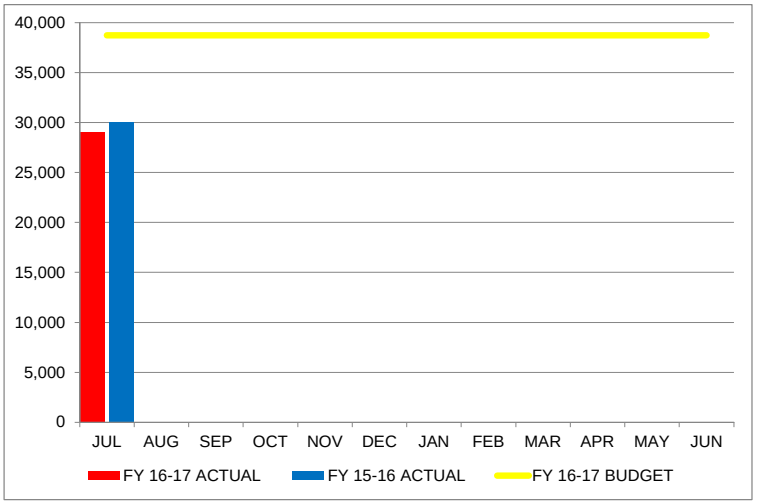


Hotel/Motel tax is a 5% tax collected on the gross revenues of hotel and motel establishments.

Hotel/Motel tax collections YTD through July exceeded budget 13.1%, and exceeded prior YTD by 1.3%.

FRANCHISE TAX

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 38,750	$ 29,052	$ (9,698)	-25.0%	$ 30,052
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 38,750	$ 29,052	$ (9,698)	-25.0%	$ 30,052



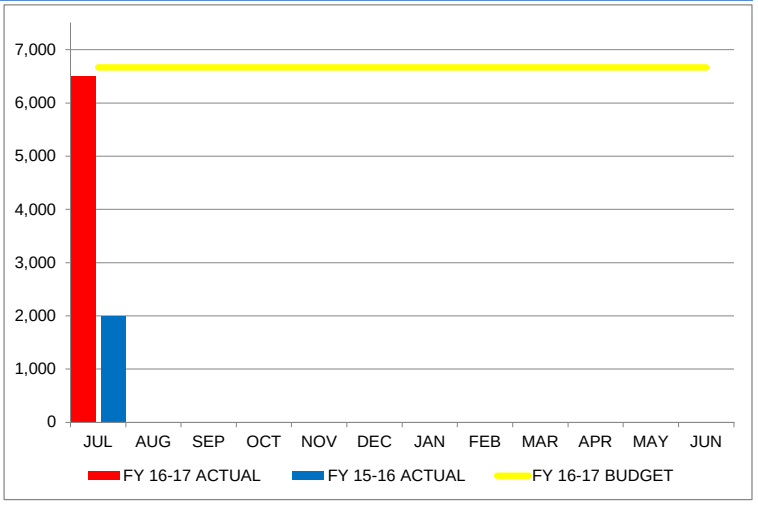
Franchise and Utility Fees are charged to public utilities for the use of City-owned rights of way by the utilities for their infrastructure. Franchise taxes typically vary with weather conditions, a major factor affecting utility revenues.

Franchise tax collections YTD through July fell short of budget by -25.0%, and prior YTD by -3.3%.

GENERAL FUND REVENUE ANALYSIS - *continued*

E911 FEES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 6,667	$ 6,493	$ (174)	-2.6%	$ 1,991
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 6,667	$ 6,493	$ (174)	-2.6%	$ 1,991

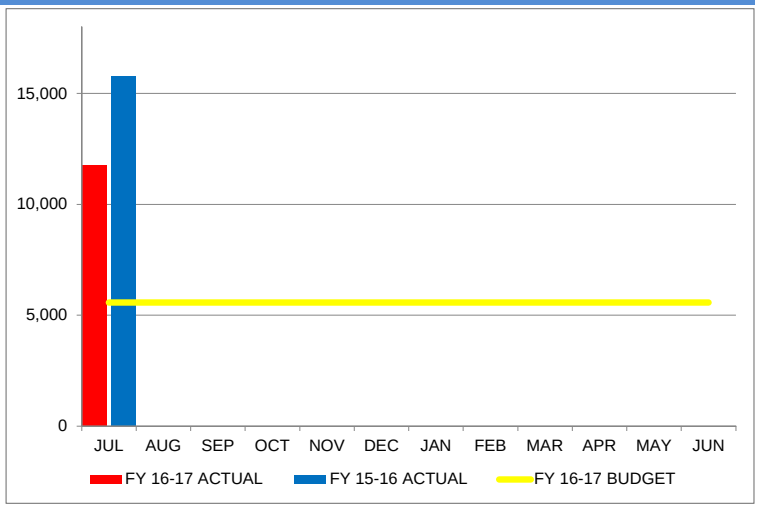


E911 Fees are charges imposed on consumers collected by phone service providers to provide funding for the operation of the 911 emergency response system.

E911 fee collections YTD through July fell short of budget -2.6%, but exceeded prior year by YTD by 226.1%, partly due to late remittances in FY16.

LICENSES AND PERMITS

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 5,575	$ 11,762	$ 6,187	111.0%	$ 15,780
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 5,575	$ 11,762	$ 6,187	111.0%	$ 15,780



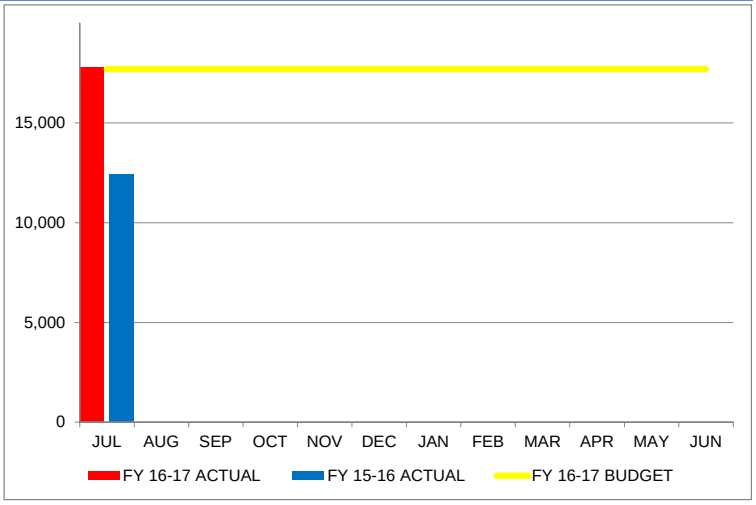
Permits and Fees includes Building Permits, Trade Licenses, Pet Licenses, Assessment Fees and Fireworks and Sign Permits.

Permits and Fees YTD through July exceeded budget by 111% but fell short of prior year by -25.5%.

GENERAL FUND REVENUE ANALYSIS - *continued*

CHARGES FOR SERVICES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 17,696	$ 17,805	$ 109	0.6%	$ 12,405
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 17,696	$ 17,805	$ 109	0.6%	$ 12,405

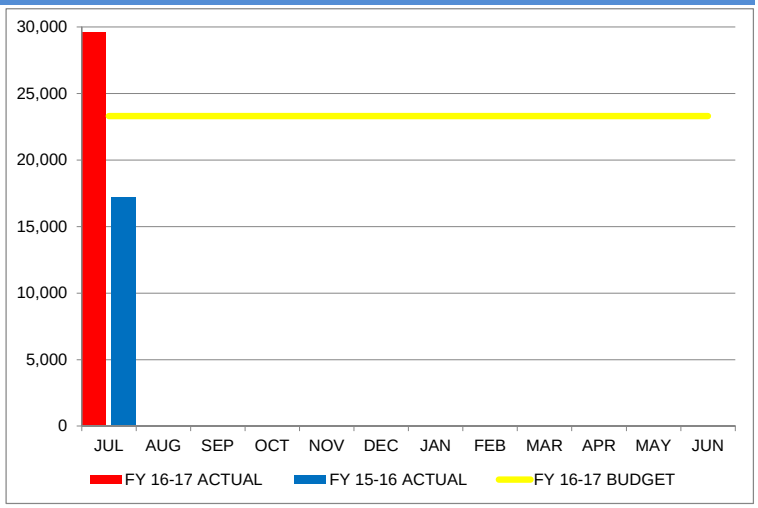


Charges for Services includes Development, Zoning and Inspection Fees, Dog Pound Fees, GEMS reimbursement, Police Specials Services (SRO) and charges for Police Reports.

Charges for Services YTD through July exceeded budget by 0.6%, and prior year by 43.5%.

INTERGOVERNMENTAL

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 23,304	$ 29,599	$ 6,295	27.0%	$ 17,193
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 23,304	$ 29,599	$ 6,295	27.0%	$ 17,193



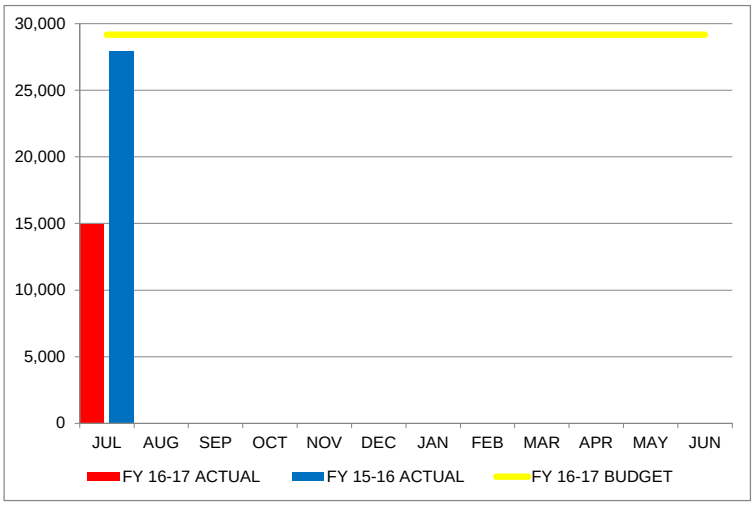
Intergovernmental revenues includes excise taxes, cigarette taxes, alcoholic beverage taxes and commercial vehicle taxes collected by the state, as well as grants from federal and local agencies which support activities that would typically not be undertaken without grant funding. Reimbursement for the purchase of a senior bus was received in December FY14-15. The FY15-16 budget anticipates CDBG funding for improvements at the Senior Center, but has not yet been received.

Intergovernmental YTD through July exceeded budget by 27.0%, and exceeded prior year by 72.2%

GENERAL FUND REVENUE ANALYSIS - *continued*

FINES AND FORFEITURES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 29,167	$ 14,921	$ (14,246)	-48.8%	$ 27,905
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 29,167	$ 14,921	$ (14,246)	-48.8%	$ 27,905

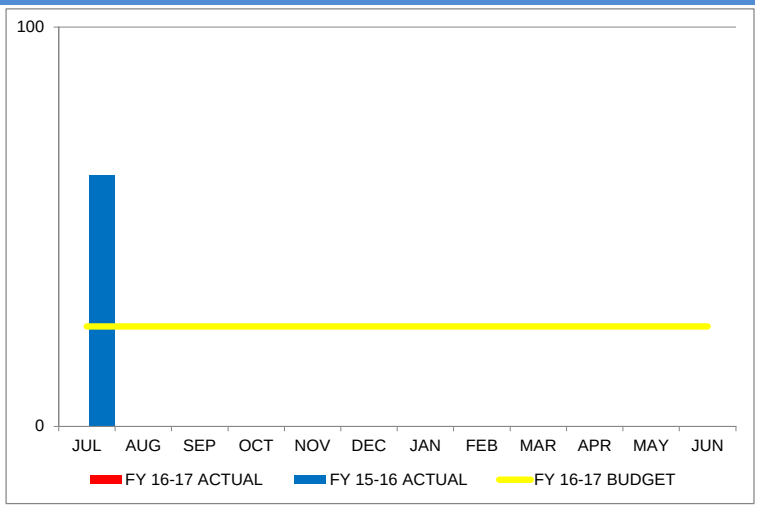


Fines and Forfeitures include Municipal Court fines and Federal Forfeiture Revenue.

Fines & Forfeitures YTD through July fell short of budget by -48.8%, and were below prior year by -46.5%.

INVESTMENT INCOME

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 25	$ -	$ (25)	-100.0%	$ 63
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 25	$ -	$ (25)	-100.0%	$ 63



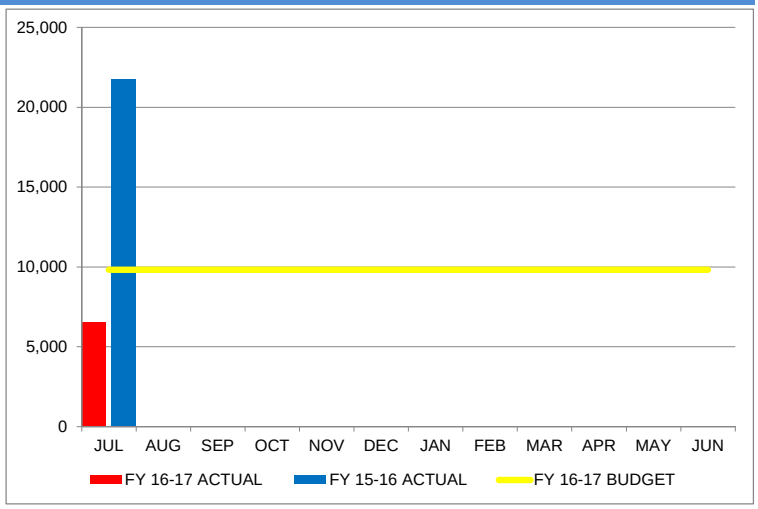
Investment Income is interest on deposits.

Investment Income YTD through July fell short of budget and prior year by -100%.

GENERAL FUND REVENUE ANALYSIS - *continued*

MISCELLANEOUS/OTHER

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 9,820	$ 6,565	$ (3,255)	-33.1%	$ 21,764
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 9,820	$ 6,565	$ (3,255)	-33.1%	$ 21,764

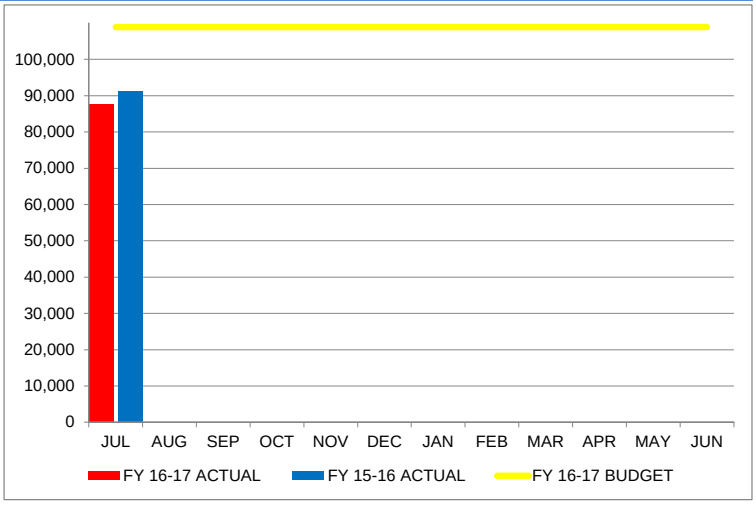


Other Revenue consists of sale of assets, refunds, and rental income for municipal buildings and tower antenna space.

Miscellaneous revenues YTD through July fell short of budget by -33.1%, and prior year by -69.8%.

OTHER FINANCING SOURCES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 108,882	$ 87,625	$ (21,257)	-19.5%	$ 91,293
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 108,882	$ 87,625	$ (21,257)	-19.5%	$ 91,293



Transfers from the Glenpool Utility Services Authority and the Glenpool Industrial Authority represent a reimbursement (on an annualized basis) from those funds for services provided by the General Fund. In addition, proceeds from the issuance of debt as well as use of fund balance on accounted for in this revenue category.

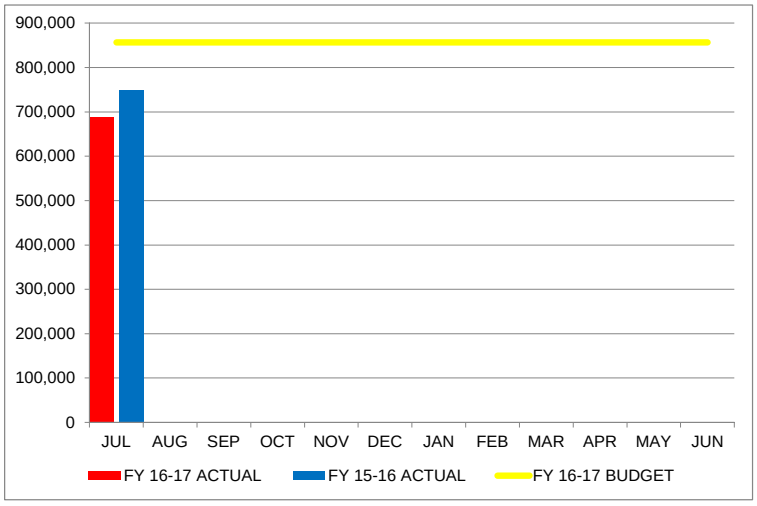
Transfers YTD through July fell short of budget by -19.5% , and were below prior year by -4.0%

GENERAL FUND EXPENDITURE ANALYSIS

JULY 2016

EXPENDITURES

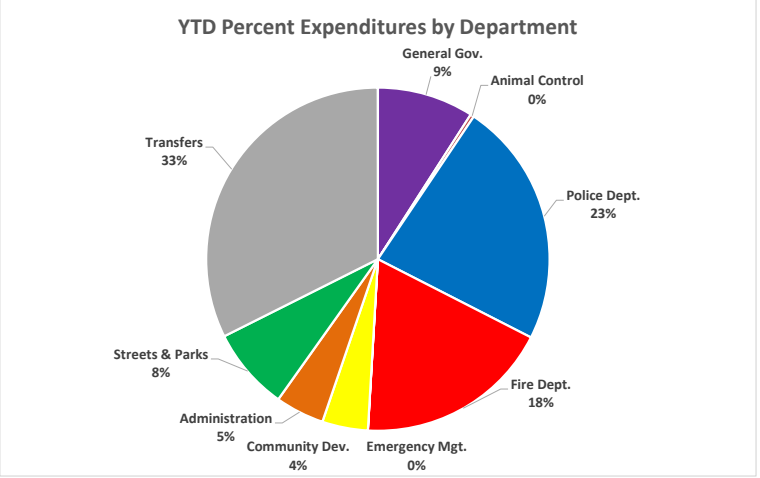
	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 856,649	$ 688,156	$ (168,493)	-19.7%	$ 748,590
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
YTD	$ 856,649	$ 688,156	$ (168,493)	-19.7%	$ 748,590



General Fund expenditures YTD were under budget YTD by -19.7%, and -8.1% below prior year YTD.

EXPENDITURES BY DEPARTMENT

	YTD 2017 Budget	YTD 2017 Actual	YTD 2016 Budget	YTD 2016 Actual
General Gov.	$ 81,190	$ 62,457	$ 69,998	$ 77,649
Animal Control	6,319	2,392	Reported with Police in FY16	
Police Dept.	178,926	159,008	192,290	170,400
Fire Dept.	146,704	126,630	140,970	139,778
Emergency Mgt.	4,417	-	1,750	-
Community Dev.	48,635	29,601	34,977	39,214
Administration	43,107	31,616	47,458	44,247
Streets & Parks	72,034	53,441	68,319	35,970
Transfers	275,318	223,010	256,330	241,331
Totals	**$ 856,649**	**$ 688,156**	**$ 812,091**	**$ 748,590**
Increase over prior year:	5.5%	-8.1%		



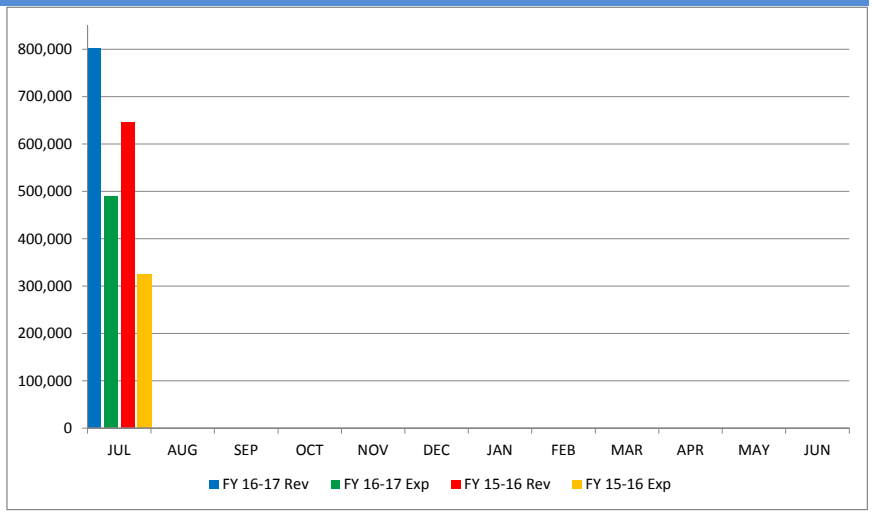
Excluding transfers, General Fund expenditures are 8.3% below prior year.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):
OVERALL FUND PERFORMANCE

JULY 2016

REVENUE VS EXPENDITURES

	FY 16-17 Rev	FY 16-17 Exp	FY 15-16 Rev	FY 15-16 Exp
JUL	$ 803,199	$ 489,089	$ 645,322	$ 326,428
AUG				
SEP				
OCT				
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	$ 803,199	$ 489,089	$ 645,322	$ 326,428



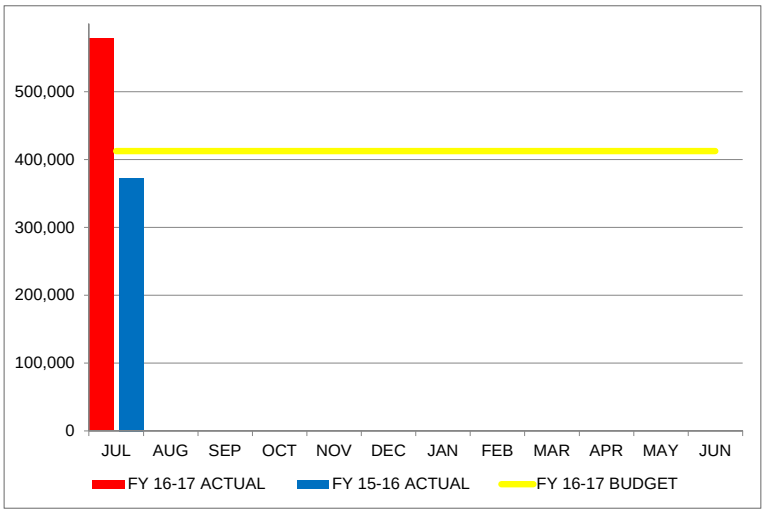
GUSA Net Income through July was fairly even with prior year, down by 1.5%.

GLENPOOL UTILITY SERVICES AUTHORITY (GUSA):

JULY 2016

CHARGES FOR SERVICES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 412,779	$ 578,283	$ 165,504	40%	$ 372,872
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
Totals	$ 412,779	$ 578,283	$ 165,504	40.1%	$ 372,872



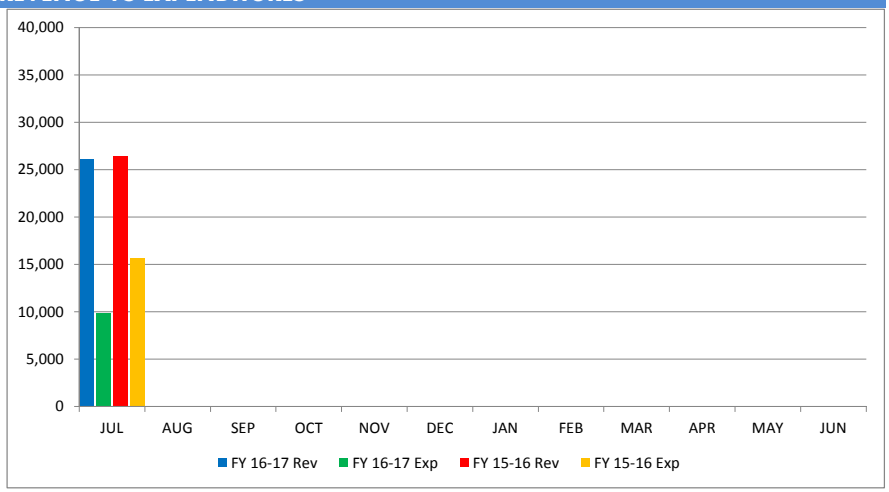
Charges for Services are 40.1% over budget YTD and 55.1% over prior year as a result of increased water consumption combined with higher rates compared to the same period last year. Billed consumption was 42,885 thousand gallons compared to 24,650 thousand gallons in July, 2015, a 42% increase in volume. Customer accounts increased by 4.2% over prior year.

GLENPOOL INDUSTRIAL AUTHORITY (GIA):
OVERALL FUND PERFORMANCE

JULY 2016

TOTAL REVENUE VS EXPENDITURES

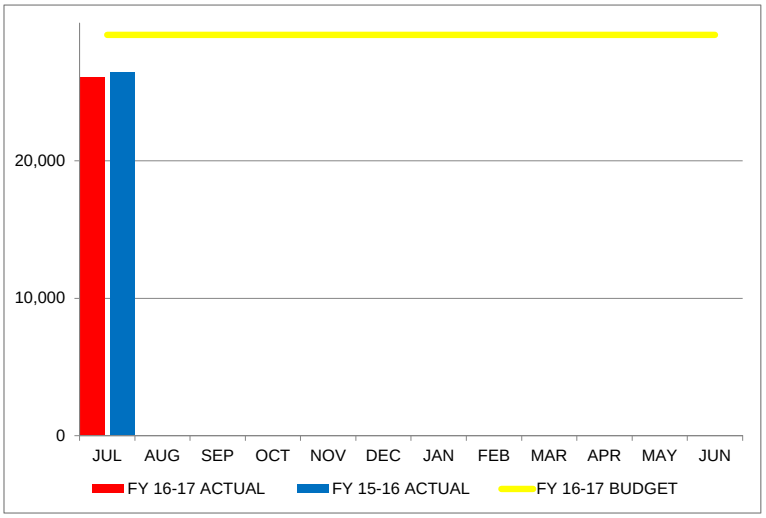
	FY 16-17 Rev	FY 16-17 Exp	FY 15-16 Rev	FY 15-16 Exp
JUL	$ 26,077	$ 9,890	$ 26,440	$ 15,660
AUG				
SEP				
OCT				
NOV				
DEC				
JAN				
FEB				
MAR				
APR				
MAY				
JUN				
Totals	$ 26,077	$ 9,890	$ 26,440	$ 15,660



Industrial Authority Net income YTD through July is up 50.2% over prior year due to lower operating expenses YTD.

CONFERENCE CENTER RENTAL FEES

	FY 16-17 BUDGET	FY 16-17 ACTUAL	BUDGET VAR.	% VAR.	FY 15-16 ACTUAL
JUL	$ 29,167	$ 26,077	$ (3,090)	-11%	$ 26,440
AUG					
SEP					
OCT					
NOV					
DEC					
JAN					
FEB					
MAR					
APR					
MAY					
JUN					
Totals	$ 29,167	$ 26,077	$ (3,090)	-10.6%	$ 26,440



Conference Center revenues from Rental Fees through July were under budget by -10.6%, and down -1.4% over prior year YTD.

MINUTES
CITY COUNCIL MEETING
September 6, 2016

The Regular Session of the Glenpool City Council was held at Glenpool City Hall, 3rd Floor, 12205 S. Yukon Ave, Glenpool, Oklahoma. Councilors present: Patricia Agee, Councilor; Brandon Kearns, Councilor; Jacqueline Triplett-Lund, Councilor; Momodou Ceesay, Vice Mayor and Timothy Fox, Mayor.

Staff present: Roger Kolman, City Manager; Lowell Peterson, City Attorney; Julie Casteen, Finance Director; Lynn Burrow, Community Development Director; Rick Malone, City Planner; Dennis Waller, Police Chief and Paul Newton, Fire Chief. Susan White, City Clerk was absent.

Also present were Justin Bozarth, The Landing Community Church; Jim Beach and Caroline Bach with Wallace Engineering.

A) Mayor Fox called the meeting to order at 6:32 p.m.

B) Julie Casteen, Deputy City Clerk called the roll. Mayor Fox declared a quorum present.

C) Justin Bozarth with The Landing Community Church offered the Invocation.

D) Mayor Fox led the Pledge of Allegiance.

E) City Manager Report – Roger Kolman, City Manager

- Mr. Kolman announced that the Conference Center will host the regional Future Farmers of America (FFA) annual officer's meeting next week. Several hundred participants are expected to attend.
- Building plans have been submitted for the St. Francis Hospital site. City staff is meeting on Friday to discuss the project.

F) Mayor Report – Timothy Fox, Mayor

- Mayor Fox encouraged attendance at the "I Was There Festival" to be held September 24 at Black Gold Park. Mayor Fox stated the event is an annual family-oriented music festival.
- Mayor Fox extended an invitation to audience members to participate in the 10:45 service to be held at First Baptist Church on September 11 in recognition of the 911 tragedy in 2001.

G) Council Comments

- None

H) Public Comments

- None.

I) Scheduled Business

1) **Discussion and possible action to approve minutes from August 15, 2016 meeting.**
MOTION: Councilor Agee moved, second by Councilor Lund to approve minutes from August 15, 2016 as presented.
FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns
Motion carried.

2) **Discussion and possible action to approve or disapprove OMAG recommendation to deny Tort Claim No. 202344-KW, Claimant Chris Harris.**
Mr. Peterson, City Attorney presented the findings by the OMAG investigation of the events. He stated that OMAG recommends denial of the tort claim.
MOTION: Councilor Kearns moved, second by Councilor Agee to deny Tort Claim No. 202344-KW.
FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund
AGAINST: None.
Motion carried.

3) **Discussion and possible action to approve Professional Services Agreement between the City of Glenpool and Kendig Keast Collaborative to obtain professional planning services related to the pending Comprehensive Plan and Zoning and Subdivision Regulation Updates, as more completely described in Exhibit A (Scope of Services) thereto, for an amount not to exceed $147,870.00, subject to such Additional Services as may be agreed to by amendment to the Agreement, and setting forth support services to be provided by the City in accordance with Exhibit B thereto.**
Mr. Peterson, City Attorney, summarized the agreement and described the process for completing the revision of the 2030 Comprehensive Plan, Zoning Code, and Subdivision Regulations. Public input meetings and City Council workshops will be scheduled as part of the process. Jim Beach and Caroline Bach from Wallace Engineering answered questions regarding the update process and the additional services that are available.
MOTION: Councilor Kearns moved, second by Councilor Lund to approve the agreement as presented.
FOR: Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay
AGAINST: None.
Motion carried.

4) **Discussion and possible action to accept FY 16-17 Community Development Block Grant Program (CDBG) award of $72,645.00; approve Contract For Public Improvements between the City of Glenpool and Tulsa County for improvements to the Glenpool Senior Citizens Center; and authorize allocation**

of $7,355.00 in matching funds from Park Improvements Account No. 01-06-14-6275, FY 16-17 General Fund Budget.

Rick Malone, City Planner presented the contract for approval and described the projects to be completed under the grant agreement, which includes HVAC replacement, carpet and tile replacement, roof replacement, and the installation of a security system. Lynn Burrow, Community Development Director, answered questions regarding projects already completed at the Senior Center.

MOTION: Vice Mayor Ceesay moved, second by Councilor Agee to accept and approve the Contract award of $72,645 and authorize matching funds of $7,355 to finance the proposed project.

FOR: Councilor Agee; Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox

AGAINST: None.

Motion carried.

5) **Discussion and possible action to replace 1999 Ford animal control vehicle; purchase a 2005 Dodge Ram 1500 truck at a cost not to exceed $8,900 from B-Line Motors; and further authorize purchase of equipment to retrofit the vehicle at a cost not to exceed $6,100.00.**

Chief Waller presented information regarding the replacement of the 1999 Ford. Councilor Lund requested that the history of the vehicle be researched and that an independent mechanic check the vehicle for potential issues.

MOTION: Councilor Lund moved, second by Vice-Mayor Ceesay to table action to the next Regular City Council meeting.

FOR: Councilor Kearns; Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee

AGAINST: None.

Motion carried.

6) **Discussion and possible action to adopt renewal of the Agreement of the City of Glenpool and the Glenpool Industrial Trust Authority with the Glenpool Chamber of Commerce for (i) the lease of space by the Chamber in the City Hall/Conference Center for a stated consideration; (ii) the rendering of enumerated services for the City and the Conference Center for a stated consideration; and (iii) support for the economic development goals of the annual Black Gold Days event in a stated amount, for FY 2016-2017, tabled from August 15, 2016.**

Mr. Kolman explained that the agreement was unchanged from the previous year except the annual rent paid by the Chamber was reduced to $100 from $1,200 in prior years. Discussion ensued regarding payment for the services provided by the Chamber.

MOTION: Councilor Kearns moved, second by Councilor Lund to approve the Agreement as presented.

FOR: Councilor Lund; Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns

AGAINST: None.

Motion carried.

7) **Discussion and possible action to approve an Agreement between the City of Glenpool and the Glenpool Public School District for the Provision of a School Resource Officer (SRO), including drug dog services to the extent available, for Academic Year 2016-2017.**

Mr. Kolman presented the agreement, stating it was mostly unchanged except the amount reimbursed to the City by the School District was increased by $2,500 to bring the cost closer to a 50/50 split between City and the School District.

MOTION: Vice-Mayor Ceesay moved, second by Councilor Agee to approve the Agreement as presented

FOR: Vice-Mayor Ceesay; Mayor Fox; Councilor Agee; Councilor Kearns; Councilor Lund

AGAINST: None.

Motion carried.

J) Adjournment.

- Meeting was adjourned at 7:29 p.m.

_____
Date

_____
Mayor

ATTEST:

_____
City Clerk

City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCIL

From: Lowell Peterson, City Attorney

Date: September 19, 2016

Subject: Condemnation Proceedings against South 75 Mobile Home Park – Status Report

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Background:

As you know, on June 6, 2016, the City Council took steps to condemn certain uninhabited and uninhabitable structures at the South 75 Mobile Home Park located at 17150 S. Union Avenue, Glenpool.

The property owner at the time was served notice of dilapidation and lien, which also was recorded on the Tulsa Land Records, on June 10, in order to secure the costs of destruction and removal of these structures in the event that the property owner failed to do so. If the remediation work were done by the deadline set by the Council, the lien against the property would be released and no further actions would be taken against the property owner.

If the property owner failed to undertake the demanded remediation in the stated time frame, agents of the City have the statutory right to enter the property for the purpose of performing the necessary work. Such "agents" may be either City employees or a contractor retained for the purpose. In that event, the actual costs of labor, machinery, fuel and supplies, costs of notice and any related costs incurred in the dismantling and removal of the offending structures would be recorded by the City Clerk in an invoice/statement of costs. Demand for payment would be served on the property owner and failure to pay within six months would cause the statement of costs to be levied against the property in the same way as a tax lien.

Resolution No. 16-06-01 set out July 11 as the date by which destruction and removal of the condemned structures was to commence and August 11 as the deadline for completion of the task.

However, on July 6, the underlying property changed hands. The new owner is Mr. Phil Byers. Mr. Byers made the decision to close the mobile home park entirely and remove all structures, including those that are or were inhabited as well as those condemned by the City. He immediately began the process of serving eviction notices and granted the tenants an additional 30 days in which to remain on the premises rent-free in order to prepare for their relocation. The deadline for completion of the condemnation work was therefore extended to August 15.

Because the tenants have refused voluntarily to quit the premises, Mr. Byers has had to resort to the additional process of commencing forcible entry and detainer actions, which requires an additional notice period and the right of each tenant to a hearing before the court to explain any reason they should be allowed to stay any further.

The tenants' hearings are scheduled for September 19, the same date as the Council meeting. Mr. Byers and/or his attorney, Jim Ferris, plan to be present at the Council meeting and are prepared to make comments and/or answer questions as the Council deems necessary.

Staff recommends that the Council give due consideration to Mr. Byers' efforts to comply with the condemnation order while at the same time completing the eviction process so as to clear the property in one action rather than incrementally.

I further recommend that Council vote to extend the deadline for completion of the process of destruction and removal of the original condemned structures until a reasonable time following any actions ordered by the court. We will be informed of any such actions at the Council meeting.

Attachment:

- Resolution No. 16-06-01, Declaring A Public Nuisance And Ordering The City Of Glenpool To Commence Condemnation Proceedings In Accordance With Statutory Procedures As Implemented By Ordinance

Upon recording, return to:
City of Glenpool City Clerk
12205 S. Yukon Avenue
Glenpool, OK 74033

EXHIBIT 1 TO MUNICIPAL NOTICE OF DILAPATION AND LIEN

RESOLUTION NO. 16-06-01 OF THE CITY OF GLENPOOL CITY COUNCIL

RESOLUTION DECLARING A PUBLIC NUISANCE AND ORDERING THE CITY OF GLENPOOL TO COMMENCE CONDEMNATION PROCEEDINGS IN ACCORDANCE WITH STATUTORY PROCEDURES AS IMPLEMENTED BY ORDINANCE

WHEREAS, City staff have encountered repeated violations of both the public nuisance and misdemeanor criminal codes with respect to the South 75 Mobile Home Park located at 11717 S. Union Avenue, Glenpool (the "Premises"); and

WHEREAS, The owner of the Premises is an absentee landlord of multiple mobile home units located on the Premises and has allowed such Premises to fall into serious disrepair over an extended period of time; and

WHEREAS, The dilapidated condition of vacant, unsecured and dilapidated structures meets the definition of Oklahoma statutes and City ordinances of uninhabitable structures; and

WHEREAS, The property owner has been given and has acknowledged actual notice of the foregoing violations and has expressed that he has no immediate interest in making needed repairs or performing other property maintenance duties due to his plans for selling the property to an abutting land owner; and

WHEREAS, Title 11 § 22-112 of the Oklahoma Statutes and Title 6, Chapter 5, § 10-3 of the City Code categorically declare such conditions to be a public nuisance affecting public health and safety for which the City is charged to take prompt remedial action; and

WHEREAS, The City Council has on the date of this Resolution conducted a public hearing in order to make its determination whether the conditions create a public nuisance and whether to order that the structures be torn down and removed.

BE IT THEREFORE RESOLVED by the City Council for the City of Glenpool, Oklahoma, THAT:

§ 1. The structures on the Premises more particularly described on **Exhibit A** (Legal Description), **Exhibit B** (List of Lots Scheduled for Condemnation) and **Exhibit C** (Diagram of Lots Scheduled for Condemnation) to this Resolution are vacant, dilapidated and uninhabitable structures that have become sufficiently detrimental to the health, safety or welfare of the general public and the immediate environs that the property and the public welfare would benefit from the destruction and removal of the offending structures, and are therefore declared a public nuisance.

§ 2. The City Council further orders that such structures shall be dismantled and removed from the Premises, and the Premises shall otherwise be brought into conformity with all City of Glenpool code requirements.

§ 3. By no later than June 10, the City Clerk shall file a "Notice of Dilapidation and Lien" with the Tulsa County Clerk, including: a legal description of the Premises; record of the Council's findings; a statement that the City of Glenpool claims a lien on the property for the costs of destruction and removal of the condemned structures (amount to be provided at a later date); and a statement that such costs shall be the personal obligation of the property owner from the date of filing the Notice.

§ 4. The property owner shall be ordered to dismantle and remove condemned structures from the Premises, at his sole cost, in accordance with the following schedule:

a. Destruction and removal of the condemned structures shall commence no later than 30 days following filing of the Notice of Dilapidation and Lien, *i.e.*, no later than July 11, 2016.

b. Destruction and removal of the condemned structures shall be completed by no later than August 11, 2016.

§ 5. If the property owner has not complied with the foregoing order by the close of business on August 11, 2016, City staff is directed undertake the work by using its own employees or contracting with a private party, in the discretion of the City Manager.

§ 6. If agents of the City complete the necessary work, the actual costs of labor, machinery, fuel and supplies, costs of notice and any related costs incurred in the dismantling and removal of the condemned structures shall be recorded by the City Clerk in an invoice and demand for payment shall be served on the property owner.

§ 7. If payment of the foregoing invoice is not made within six months following service of the demand for payment on the property owner, the City Clerk will forward a certified statement of costs to the Tulsa County Treasurer, who will levy and collect the costs in the same manner authorized by law for the collection of taxes.

§ 8. The foregoing condemnation procedures are a cumulative and not exclusive remedy. In addition, the City is authorized to serve citations ordering the property owner to appear in Glenpool Municipal Court and answer for code violations with a penalty assessment of as much as $100 per day that the violations continue. The City may also commence a civil action against the property owner in the Tulsa District Court seeking injunctive relief to declare the property uninhabitable and order the removal of all occupants, as well as living units, plus damages and costs.

PASSED AND APPROVED by the City Council of the City of Glenpool and the Board of Trustees of the Glenpool Utility Services Authority this 6th day of June 2016.

FOR THE CITY OF GLENPOOL

Timothy Lee Fox, Mayor

[MUNICIPAL SEAL]

ATTEST:

Susan White, City Clerk

APPROVED AS TO FORM:

Lowell Peterson, City Attorney

Anne Marie Elfrink, MS, CPA

Member of the AICPA, OSCPA, and GFOA

3119 E 87th Street 918-361-2133
Tulsa, Oklahoma 74137 Anne.Elfrink@CPA.com Fax: 918-512-4280

City of Glenpool
Glenpool Utility Service Authority
12205 So. Yukon Ave
Glenpool, OK 74033

Creek County Rural Water District No. 2
2425 West 121st Street
South Jenks, OK 74037

Independent Accountant's Report on Applying Agreed-Upon Procedures

We have performed the procedures enumerated below, which were requested by and agreed to by the specified users of the report as identified above, as required by that certain Agreement of Compromise, Settlement and Release entered into between the users, effective May 15, 2015 (the "Agreement"). Management of the City of Glenpool ("City"), Glenpool Utility Service Authority ("Authority") (collectively, "Glenpool") and the Creek County Rural Water District No. 2 ("Creek-2") are responsible for their entities' financial accountability and its compliance with applicable legal and contractual requirements. This agreed-upon procedures engagement was conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants ("AICPA") and *Generally Accepted Government Auditing Standards*. The sufficiency of these procedures is solely the responsibility of those parties specified in this report. Consequently, we make no representation regarding the sufficiency of the procedures described below either for the purpose for which this report has been requested or for any other purpose.

We have performed the procedures enumerated below, which were agreed to by the City of Glenpool, the Glenpool Utility Service Authority and the Creek County Rural Water District No 2 to assist you in evaluating and monitoring the Agreement of Compromise, Settlement and Release executed by the parties in May 2015.

The procedures that we performed and our results are as follows:

With respect to Glenpool's Records

1. We will gain an understanding of the policies, procedures, and methodologies used by Glenpool to create, maintain, bill, and terminate water utility customers, particularly those existing within the Permissive Area, as that term is defined in the Agreement. Such understanding shall be documented by the Auditor in writing.

   All Glenpool Building Permit applications are sent to Rick Malone, Glenpool City Planner, to ensure compliance with the Agreement. This Agreement defines the "Glenpool Territory" as comprised of the "Permissive Area" and the "Released Area" for water service. Mr. Malone maintains the Glenpool Territory map referenced in the Agreement marking the boundaries of the Released Area and the Permissive Area. The Released Area includes the city limits and land annexed into the City as of March 2, 2012, and will not change during the term of the Agreement.

   Mr. Malone reviews all applications for water service in "Glenpool Territory." Per direction from Glenpool management, and in accordance with the Agreement, Mr. Malone will not approve any applications for new

water meters in the Permissive Area unless the parcel has been annexed into the City limits. For properties in the city limits, but also in the Permissive Area, applicants for water service are given the choice to receive service from Glenpool or from Creek-2. Those customers choosing service from Creek-2 are referred directly to Creek-2 to establish water service.

Prior to approving a water meter in the Released Area, Mr. Malone verifies that Creek-2 does not have an active or inactive meter on the property for which water service is being requested. If the property requesting water service has an active or an inactive Creek-2 water meter, it is defined as a "Reserved Creek-2 Water Customer," Mr. Malone refers the customer to Creek-2. In the event that water service is anticipated for a development such that Glenpool fire suppression service will be required, Glenpool and Creek-2 have arranged for a mechanism to bifurcate the water requirements. If the property requesting water service does not have an active or an inactive Creek-2 water meter, Mr. Malone approves the water service request. Gina Simmons, administrative assistant, sends the 'Notice Concerning Applications for Water Service in Glenpool Territory' to Creek-2.

If Glenpool management made the decision to provide additional water service in the Permissive Area, this notice would also be sent to Creek-2. Such water service would require the payment of a one-time connection fee and a monthly royalty provided by the Agreement. To date, Glenpool management has not approved any additional water service in the Permissive Area.

Currently, Glenpool does have one customer with two meters in the Permissive Area, the Triumph Worship Center located at 2125 West 181st Street South. Their two meters were installed prior to the execution of the Agreement.

Glenpool reports on these two meters monthly sending the 'Monthly Reporting Form for Glenpool'. The first report sent to Creek-2 reflected the Glenpool billing cycle from May 15, 2015 through June 14, 2015. This initial report included the meter connection fees for the two meters, $1,200 per meter for a total of $2,400.

Glenpool sent the required monthly report for each month from May 15, 2015 through June 30, 2016 ("Audit Period"), remitting the monthly royalty fees for these two meters.

Findings: We noted what appeared to be inconsistent application of the Released Area definition. The Agreement defines, "the Released Area shall mean and shall consist of all land areas within the boundaries of the City as established by resolution of incorporation on May 5, 1979, together with all annexations that have accrued through March 2, 2012, irrespective of any dispute released by this Agreement with respect to the validity of any such annexations." However, the Executive Summary: Implementation of Settlement Agreement refers to the Released Area as, "Glenpool Released Area (city limits as of 5/14/2015). Only the city limits as they existed on the Effective Date are in the Released Area."

Recommendation: We recommend that all parties working with this Agreement utilize the Released Area definition as defined in the Agreement. Any future adjustments to the City boundaries, resulting from annexation of property located in the Permissive Area, will not in any way affect or alter the original Glenpool Territory map.

2. We will obtain building permit records for all new construction within the Permissive Area during the Audit Period, and compare such records to records maintained within Glenpool's utility billing system pertaining to the installation of new water meters at the physical addresses on the building permits to ensure that information regarding new meter installations reported to Creek-2 is timely and accurate.

We obtained a sequential listing of all 218 permits issued by the City of Glenpool during the Audit Period. We eliminated the permits that were not relevant for water meters and reviewed the remaining 174 building permits. Glenpool sent 119 of the required Application Notices to Creek-2. We compiled a listing of the 55 building permits for which Application Notices were not sent to Creek-2. Mr. Malone reviewed all addresses for which Application Notices were not sent. He noted which neighborhood or commercial area the permit address is located in. We located the noted neighborhood or commercial area within the Released Area. There were 10 permits issued for 'unplatted land within the Glenpool City limits,' that is, land not subject to subdivision.

We reviewed those ten permits and located their exact location on the Glenpool Territory map. Of those ten permits issued, eight are Reserved Creek-2 customers. We confirmed with Creek-2 that these eight properties are receiving Creek-2 water service. The remaining two established service with Glenpool.

Findings: We noted multiple instances where the required 'Notice of Application' was not sent by either party. The Agreement requires monthly reporting "to serve as a notification procedure by which Creek-2 and Glenpool will each inform the other as to such new customers subscribing to water services within either the Permissive Area or the Released Area, excepting only the Reserved Creek-2 water customers in the Released Area and to verify that potential new customers in the Permissive Area or Released Area, excepting only Reserved Creek-2 Customers in the Released Area, for properties not previously provided water service have been advised, on the face of the application, they may choose which water utility provider shall provide water service to their property." In our review of these notices, inconsistent reporting was detected.

During the Audit Period, Glenpool issued 174 building permits for which notices should have been sent to Creek-2. Of these 174 permits, Glenpool sent 119 application notices to Creek-2. In reviewing the applicable building permit records, permits were issued for an additional 55 addresses for which no notices were sent. Of these 55 permits, eight were Reserved Creek-2 Customers who continued as Creek-2 customers and 47 selected Glenpool water service.

During the Audit Period, Creek-2 sent six application notices to Glenpool. In reviewing the engineering records for meters installed, we found installation records for six additional properties where application notice should have been sent to Glenpool.

Recommendation: We recommend that both Glenpool and Creek-2 implement additional controls to ensure that all application notices are sent to the other party. Additionally, we recommend amending the Application Notice to include the property address and the Area location.

3. We will calculate the amount of Meter Connection Fees due Creek-2 during the Audit Period based upon building permits, utility installation records, and utility billing records, and shall compare the results of that calculation to the amount remitted by Glenpool during the same period. The Auditor shall reconcile any differences noted and determine the correct amount due during the Audit Period.

   Presently, Glenpool has one customer with two meters in the Permissive Area, the Triumph Worship Center located at 2125 West 181st Street South. Their two meters were installed prior to the execution of the Agreement of Compromise, Settlement and Release.

   Glenpool reported these two meter connections on the 'Monthly Reporting Form for Glenpool' sent to Creek-2 for the billing cycle from May 15, 2015 through June 14, 2015. This initial report included the meter connection fees for the two meters of $1,200 per meter for a total of $2,400.

   Findings: No differences were noted as a result of applying this procedure.

4. We will examine Glenpool's records (including, but not limited to raw computer billing data, customer reports, software billing programs) to determine whether amounts paid to Creek-2 for Royalty Fees due on Active Water Connections in the Permissive Area during the Audit Period are correct. The Auditor shall reconcile any differences noted and determine the correct amount due to Creek-2 during the Audit Period.

   Glenpool sent the required monthly report throughout the Audit Period reporting and remitting the monthly royalty fees for the two Triumph Worship Center meters. The monthly royalty of $7.75 per meter was paid from June 2015 through February 2016. The royalty rate was increased to $7.81 with the February Billing cycle reflected in March 2016 report. (This increase reflected the annual CPI-U adjustment required by the Agreement and discussed in section 5.)

   Findings: No differences were noted as a result of applying this procedure.

5. We will obtain documentation of the CPI-U adjustments made to Meter Connection Fees and Royalty Fees paid by Glenpool to Creek-2 during the Audit Period and determine whether such adjustments were accurate and made in a timely manner.

   The Agreement requires that the CPI-U adjustment shall be the percentage change of the year-end CPI-U from December 31 of the immediate past calendar year and the year-end CPI-U from December 31 of the second immediate past calendar year, as published by the Bureau of Labor Statistics annually. The CPI-U for December 2014 was 234.812. The CPI-U for December 2015 was 236.525 which is a 1.713 index point change. This index point change is then divided by the earlier index of 234.812 for an adjustment of .73%.

   After the CPI-U adjustment, the meter connection fee increased $8.75 to $1,208.75. The royalty fee increased $.06 to $7.81 which was the rate paid by Glenpool from the February billing cycle forward.

   Findings: No differences were noted as a result of applying this procedure.

6. During the initial Audit Period, we will review and report on the accuracy of the information included in Glenpool's Baseline Customer Count in the Permissive and Released Areas as reported to Creek-2.

   The Agreement Exhibit 3-a lists the Glenpool Baseline Customers in the Permissive Area. The list has one customer, Triumph Worship Center with two meters. We traced the payment of the Meter Connection Fees and the Monthly Royalty Fees paid by Glenpool to Creek-2 throughout the Audit Period.

   The Agreement Exhibit 3-b lists the Glenpool Baseline Customers in the Released Area. We converted the list to a database format and performed a unique extract by address. The list has 4,293 unique customer addresses without eliminating those with separate sprinkler connections. We randomly selected 45 addresses and traced them to the March 2015 Billing Register. We were unable to locate one of the selected addresses in the Billing Register. Glenpool provided the account history showing the water service was disconnected in December 2014 and connected again in July 2015 explaining why we were unable to locate that address in the March 2015 Billing Register.

   Findings: There were no exceptions noted as a result of applying this procedure.

With Respect to Creek-2's Records

1. We will gain an understanding of the policies, procedures, and methodologies used by Creek-2 to create, maintain, bill, and terminate Shared Utility Customers. Such understanding shall be documented by the Auditor in writing.

   Shared Utility Customers receive water service from Creek-2 and wastewater sewer service from Glenpool. Because there is no separate mechanism for measuring wastewater usage without metering potable water, Glenpool has provided Creek-2 with its rate structure for sewer service based on water usage. This is billed to the customers by Creek-2 and remitted to Glenpool. Presently, there are eight shared utility customers, seven of these customers are located on the 14000 block of South Elwood. One of these customers is located on the 15000 block of South 26th West Avenue. However, the sewer service for the latter customer is on hold pending the completion of the Glenpool sewer line. Creek-2 is waiting for Glenpool to inform them that the connection is complete and active. Creek-2 is expecting more shared utility customers from South 26th West Avenue once the Glenpool sewer line is complete.

   Historically, the establishment of a shared utility customer has been a rare occurrence. These customers all live in the Glenpool city limits, are Creek-2 water customers and have converted from septic sewer to Glenpool sewer. As the city expands their sewer services, the number of shared utility customers will also increase.

   We reviewed the billing and collection records for all seven active shared utility customers. We haphazardly selected two customers, meter numbers 1195 and 3156 to verify the water usage and the sewer charges by month. July 2015 was the first sewer service month. All shared utility customers were billed a base charge of $8.49. In August, Creek-2 added the Glenpool sewer rates in their billing system and began billing all shared customers on their actual usage. Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month.

   Findings: Procedures were documented in writing as above.

2. We will obtain and compare records maintained by Glenpool pertaining to wastewater taps made or maintained at addresses served by Creek-2's domestic water and compare such records to Creek-2's billing records for Shared Utility Customers.

   We requested the list of shared utility customers from both Creek-2 and Glenpool and verified that they were in agreement. Creek-2 prepares and provides a monthly report of all Shared Utility Customers and the monthly usage and billing amounts to Glenpool. Glenpool relies on these reports from Creek-2 as Glenpool is unable to track water usage data on these Shared Utility Customers. We haphazardly selected two customers, meter numbers 1195 and 3156 and verified the monthly sewer charges.

   Findings: There were no exceptions noted as a result of applying this procedure.

3. We will examine Creek-2's records (including but not limited to raw computer billing data, customer reports, software billing programs) regarding water consumption by Shared Utility Customers and calculate the amounts due Glenpool for wastewater collection services for those customers. The Auditor shall compare the calculation above to the actual amounts paid to Glenpool for the Audit Period and reconcile any differences noted.
   We reviewed the billing and collection records for all seven active shared utility customers. We haphazardly

selected two customers, meter numbers 1195 and 3156, to verify the sewer charges by month. July 2015 was the first sewer service month. All shared utility customers were billed a base charge of $8.49. In August, Creek-2 added the Glenpool sewer rates in their billing system and began billing all shared customers on their actual usage. Creek-2 remits the total billed for all sewer charges to Glenpool by the 20th of the month. We selected the months of June 2015 and January 2016 for testing. We traced the payments from Creek-2 to Glenpool from the billing cycle through to the checks made payable to Glenpool clearing the Creek-2 operating account.

Findings: There were no exceptions noted as a result of applying this procedure.

4. During the initial Audit Period, we will review and report on the accuracy of the information included in Creek-2's Baseline Customer Count in the Permissive and Released Areas as reported to Glenpool.

   The Agreement Exhibit 3-c lists the Creek-2 Baseline Customers in the Permissive Area. The list has 378 active customers and 4 inactive. We randomly selected 40 of the active customers and traced them to the March 2015 billing register with no exceptions. We traced the 4 inactive customers to the forfeiture records with no exceptions.

   The Agreement Exhibit 3-d lists the Creek-2 Baseline Customers in the Released Area. The list has 210 active customers and 8 inactive. We randomly selected 40 of the active customers and traced them to the March 2015 billing register with no exceptions. We traced the 8 inactive customers to the forfeiture records. We found a typographical error in the Exhibit 3-d. One inactive address is listed as 1489 So. Elwood Avenue. The actual address is 14819 So. Elwood Avenue.

   We randomly selected ten Creek-2 baseline customers to locate on the Glenpool Territory map maintained by Mr. Malone, Glenpool City Planner. Mr. Malone has marked all of the reserved Creek-2 baseline customers with a green circle on this map to document that address or location as a reserved Creek-2 baseline customer. We located the green circle mark for nine of the ten baseline customers selected.

   We expanded our sample and randomly selected an additional ten baseline customers. All ten additional customers selected were marked on the Glenpool Territory map maintained by Mr. Malone.

   Findings: There were no exceptions noted as a result of applying this procedure.

<u>Procedures Applicable to Creek-2 and Glenpool</u>

I. We will apply the following agreed-upon procedures, as specified in the Agreement of Compromise, Settlement and Release ("Agreement"), dated May 2015 provided that the Auditor may implement the Audit Sampling standards set forth in *AU Section 350, Audit Sampling,* implementing Statements on Auditing Standards No. 39, 43, 45 and 111, promulgated by the Auditing Standards Board of the American Institute of Certified Public Accountants, as such AU 350 may be amended or superseded.

Findings: Sampling Standards as set forth in AICPA *AU Section 350, Audit Sampling* were followed as indicated in descriptions of procedures performed above.

2. We will perform any other procedures the Auditor deems reasonable and necessary to ensure that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool.

Findings: Based on the agreed-upon procedures performed, we find that the purpose and intent of the Agreement has been met by both Creek-2 and Glenpool for the Audit Period.

3. The above agreed-upon procedures will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and the Government Accountability Office ("GAO").

Findings: The procedures described above were conducted in accordance with attestation standards established by the AICPA and GAO.

We were not engaged to and did not conduct an examination, the objective of which would be the expression of an opinion on the accompanying review of transactions. Accordingly, we do not express such an opinion. Had we performed additional procedures, other matters might have come to our attention that would have been reported to you.

This report is intended solely for the information and use of the specified users, as identified above, and is not intended to be and should not be used by anyone other than these specified parties

Anne Marie Elfrink, MS, CPA

Anne Marie Elfrink, MS, CPA
August 31, 2016

GLENPOOL POLICE DEPARTMENT

P.O. BOX 70 / 14536 S. ELWOOD AVENUE
GLENPOOL, OK 74033
(918) 322-8110 MAIN
(918) 322-3011 FAX

DENNIS WALLER
Chief of Police

BART HARRIS
Assistant Chief of Police

To: Mayor and Council

Form: Chief Dennis Waller

Date: 09/13/2016

Re: Replacement ACO truck

I did as the council suggested and took the 2005 Dodge we were looking to purchase for our Main ACO truck to Whislter Automotive to be checked out. The results were not very favorable and was told by Andrew owner of whistler's that he recommended we not purchase this truck as it had some problems that would need immediate attention. Attached is his letter of inspection.

Staff recommends that we follow Andrew's report and not purchase the 2005 Dodge from B-Line Motors.

I did get the mileage that AC puts on a vehicle, the Ford averaged 38 miles per day for a total for a year at 13,870 miles per year, the Dodge they have averaged 34.5 miles per day for a total of 12,592.5 miles per year.

Dennis Waller

Chief of Police

Glenpool, OK.

Whistler's Auto Repair
14023 S Casper
Glenpool, OK. 74033
Phone: 918-895-6000 Fax: 918-291-2909
You 'Brake' it, we fix it!!

INVOICE
23192

Printed: 09/13/2016

INVOICE

City of Glenpool - Wes / Glenpool ,city Richter #1805
PO Box 70
Glenpool, OK 74033
Phone : 918-322-5409 4614 Office : 918-807-2158 cell

2005 Dodge - Pickup R1500 - 4.7L, V8 (287CI) VIN(N)
Lic # : USEDDD - OK Odometer In : 126371
VIN # : 1D7HA18N1 5J531138

Part Description	Qty	Sale	Ext	Labor Description	Ext
				check over found overall wear and tear consistent with mileage. damage in front right from previous wreck. overheating issues during test drive found lower hose to have the clamps off and lost coolant when driving. considerable leak from rear differential is cioncerning as we dont know if rear axle has been damaged due to fluid loss steering rack will need to be replaced. ASAP considering the use that this truck will be used for, i am recommending that this not be purchased for the city. I base this on a long term cost approach of spending upwards of $1500+ to get this vehicle in perfect running mechanical condition.	0.00

[Payments -]

Thank You for choosing Whistler's!

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the car or truck herein described on street, highways or elsewhere for the purpose to testing and/or inspection.
An express mechanic's lien is hereby acknowledged on above car or truck to secure the amount of repairs thereto.
Warranty on parts and labor is one(1) year or 12,000 miles whichever comes first. Warranty work has to be performed in our shop & cannot exceed the original cost of repair.

Labor:	**0.00**
Parts:	**0.00**
Sub:	**0.00**
Tax:	**0.00**
Total:	**$0.00**
Bal Due:	**$0.00**

Vehicle Received: 9/12/2016 Work Completed Date: 9/13/2016

Signature _____ Date _____ Time _____

Written By: Demaris, John - Technicians : Parker, Andrew 0024

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City Of Glenpool
Creating Opportunity

To: HONORABLE MAYOR AND CITY COUNCILORS

From: Debbie Pengelly, HR Director

Date: September 19, 2016

Subject: City of Glenpool 457 Plan

Background:

On July 15, 2013, the City Council established the governmental 457(b) deferred compensation plan for the benefit of its employees and their beneficiaries. Ameritas Financial Services was contracted to provide investment options and serve as administrator to the plan. In January 2016 Jim Duncan, Signator Investments, at the request of the HR Director was asked to research other possible plan administrators. April 14, 2016 Mr. Duncan came back with a recommendation of Nationwide Retirement Plans as the custodian and Pension Solutions as the plan administrator.

Switching to Nationwide Retirement Plans and Pension Solutions will give employees access to Tulsa area representatives, that they can reach out to for any kind of investment assistance or plan advise, which will come to them. Something employees currently do not have the benefit of.

Financial Impact

There are no financial impacts to the city.

Staff Recommendation:

Staff recommends approval of this resolution, authorizing transfer of 457(b) plan custodianship and administration to Nationwide and Pension Solutions; with Jim Duncan, Signator Investors to coordinate both entities.

RESOLUTION NO. 16-09-01

A RESOLUTION OF THE CITY OF GLENPOOL, OKLAHOMA, APPROVING AMENDMENTS TO THE CITY OF GLENPOOL 457 (b) DEFERRED COMPENSATION PLAN ("PLAN") AND APPROVING ADMINISTRATIVE AND BROKERAGE/CUSTODIAL SERVICES AGREEMENTS FOR THE CONTINUING IMPLEMENTATION OF SAID AMENDED PLAN

WHEREAS, For the benefit of its employees, the City of Glenpool ("City"), by its Resolution No. 13-07-03, adopted July 15, 2013, sponsored a local government 457(b) Deferred Compensation Plan known as the City of Glenpool 457 Plan, established in accordance with 26 U.S. Code § 457, Code § 457 Final Regulations, the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and all other applicable laws and regulations with an effective date of August 1, 2013 (the "Plan;" the term "Plan" means and includes the Plan Trust); and

WHEREAS, Due to the economic downturn of the global economy in 2008 and 2009, it became evident that the funds of participants in certain deferred compensation plans traditionally held in custodial annuities failed to provide the diversification and security features characteristic of qualified retirement plans such as IRC § 401(a) or § 401(k) plans; and

WHEREAS, Since 2009 there has been an increase by plan sponsors of deferred compensation plans in the engagement of professional services, including, but not limited to, advisor services, brokerage services, and compliance/administrative services; and

WHEREAS, City staff have researched the benefits of amending the Plan to provide additional investment options supported by a financial advisor, as well as compliance and administrative services; and

WHEREAS, To make available the services and support necessary to provide diversified investment options and compliance services, City staff have designated Jim Duncan Signator Investors, Inc., as the City's Financial Advisor with respect to the Plan and have negotiated certain service agreements with Nationwide Trust Company FSB and Pension Solutions, Inc.; and

WHEREAS, It is in the best interest of the City and its employees to engage the services of Nationwide Trust Company FSB, Jim Duncan Signator Investors, Inc., and Pension Solutions, Inc., and authorize the Mayor of the City to execute such service agreements and fee schedules as necessary and appropriate; and

WHEREAS, To facilitate the Plan and certain proposed amendments thereto (together the "Amended Plan"), the Human Resources Director of the City and such other employees as are or may be designated by the City Manager are authorized to implement the provisions of the Amended Plan, communicate the provisions of the Amended Plan to the employees of the City, and to take such actions as necessary to carry out the Amended Plan in accordance with applicable law, the terms of the Amended Plan and certain services agreements contemplated herein.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF GLENPOOL, THAT:

1. The Plan shall be amended to provide more diversified investment options through a custodial service provider/brokerage service provider. The Amended Plan shall be executed in substantially the form attached hereto as Exhibit A – Amendments to the "City of Glenpool 457 Plan." The Mayor of the City is authorized to execute the Amended Plan.

2. The attached service agreement and fee schedules by and between the City and Nationwide Trust Company FSB are hereby approved and the Mayor of the City is authorized to finalize and execute such service agreement and fee schedules.

3. The attached service agreement and fee schedules by and between the City and Pension Solutions, Inc. are hereby approved and the Mayor of the City is authorized to finalize and execute such service agreement and fee schedules.

4. The Human Resources Director of the City and such other employees as may be designated by the City Manager are authorized to implement the provisions of the Amended Plan, communicate the provisions of the Amended Plan to the employees of the City, and take such actions as necessary to carry out the Amended Plan in accordance with applicable law, the terms of the Amended Plan, and the service agreements between the City and Nationwide Trust Company FSB, Jim Duncan Signator Investors, Inc., and Pension Solutions, Inc., and/or their respective successors.

PASSED AND APPROVED at a regular meeting of the City Council of the City of Glenpool on this 19th day of September 2016.

THE CITY OF GLENPOOL, OKLAHOMA

_____
Timothy Lee Fox, Mayor

ATTEST:

_____
Susan White, City Clerk

APPROVED AS TO FORM:

_____
Lowell Peterson, City Attorney

Pension Solutions

THIS AGREEMENT FOR ADMINISTRATIVE SERVICES, including Appendix A (the "Agreement") is entered into as of _____ ("Effective Date") by and between Pension Solutions, Inc., an Oklahoma corporation ("PSI") and City of Glenpool, Oklahoma, an Oklahoma municipality (the "City").

WHEREAS, pursuant to a duly adopted resolution, the City has approved the adoption of the City of Glenpool 457 Plan, a deferred compensation plan (the "Plan"), which Plan was adopted in accordance with Section 457 of the Internal Revenue Code and applicable law; and

WHEREAS, in accordance with the adopting resolution, the City is the Plan Sponsor of the Plan and appointed itself the Plan Administrator of the Plan and as such is responsible for performing all actions necessary to carry out the administration of the Plan in accordance with applicable law; and

WHEREAS, the City has named and appointed_____
_____and_____
as the fiduciaries and trustees of the Plan (hereinafter referred to as the "Trustees") and as such are the beneficiaries of this Agreement and hereby agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement and to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time; and

WHEREAS, the Plan Administrator desires to engage PSI to perform certain third party administrative services for the Plan and PSI agrees to perform certain administrative services for the Plan in accordance with this Agreement and applicable law; and

WHEREAS, as applicable, this Agreement serves to satisfy the disclosure requirements of 26 U.S.C. 457, et seq., and other applicable provisions of the Internal Revenue Code (the "Code").

NOW THEREFORE, the City, the Plan Sponsor, the Plan Administrator, the Trustees, and PSI agree as follows:

1. Scope of Services

PSI agrees to perform the administrative services and only those services set forth in this Agreement (the "Services"). PSI is not responsible for any services rendered, or to be rendered, on behalf of the Plan by any party prior to the date of this Agreement, or for any services that PSI has not specifically agreed to perform on behalf of the Plan. Pursuant to this Agreement, PSI is serving as a third party administrator for the Plan. PSI is not the Plan Administrator, as the term "plan administrator" is defined by the Plan and is not a fiduciary with respect to the Plan. The Plan Administrator specifically acknowledges that PSI provides no investment advice whatsoever, and has no authority, discretionary or otherwise, over Plan assets or administrative decisions.

2. Fees

The Plan Administrator agrees to pay PSI the administration fees and other fees for the Services rendered through the date of termination of this Agreement in accordance with Appendix A. In addition to the fees set forth in this Agreement, the Plan Administrator agrees to pay PSI for any services performed by PSI that are in addition to the Services expressly stated in this Agreement, if such services are requested by the Plan Administrator, pursuant to the provisions of Appendix A, "Extraordinary Services," or pursuant to an agreement for additional services outside the scope of this Agreement, which may be entered into by the Plan Administrator and PSI for mutually agreed upon fees and costs.

The Plan Administrator acknowledges that PSI may also receive compensation indirectly ("Indirect Compensation") from sources other than the Plan Administrator or from Plan assets in connection with the Services as described in Appendix A. Any Indirect Compensation received by PSI shall be in addition to and separate from the fees payable pursuant to Appendix A. PSI represents that it will not receive any compensation, direct or indirect, for the Services provided in accordance with this Agreement, except for Indirect Compensation as defined and disclosed herein and the fees disclosed on Appendix A. In addition to continuing monthly, quarterly, semi-annual, or annual fees referenced on Appendix A, PSI will invoice associated fees and costs for the Services after such Services are completed. Payment of invoices should be received by PSI within thirty (30) days of the invoice date. If payment is not received in full within thirty (30) days, PSI reserves the right to impose late fees in accordance with Appendix A and deduct such late fees and any amounts owed from the Plan assets. Pursuant to this Agreement, the Trustees on behalf of the Plan is the surety of payment for all fees and costs for the Services should the Plan Administrator fail to remit timely payments in full for the Services provided by PSI.

3. Term

This Agreement is in force as of the Effective Date and shall continue in effect until terminated by either PSI or the Plan Administrator upon written notice of not less than thirty (30) days. PSI shall not be responsible for the performance of the Services, including the maintaining of the Plan Administrator's files after the date of the termination of this Agreement.

4. Confidentiality

PSI and the Plan Administrator may disclose certain business, financial, technical, intellectual property, materials, data, and other information to each other. All such non-public information that has been identified or otherwise designated as confidential or proprietary information or that is otherwise subject to safeguards or protection under applicable law shall be considered "Confidential Information." The receiving party shall use Confidential Information solely for the purposes of rendering the Services pursuant to and in accordance with this Agreement and shall not, without the prior written consent of the other party, disclose any Confidential Information to any third party, except as may be disclosed as required by law, regulation, order of a court of competent jurisdiction or regulatory authority with subject matter jurisdiction. Nothing in this Agreement is intended to grant any rights to either party under any patent, copyright, trademark, service mark, or other intellectual property of the other party, except for the use of Confidential Information that is expressly permitted herein. PSI and the Plan Administrator acknowledge that any disclosure or unauthorized use of Confidential Information will constitute a material breach of this Agreement and cause substantial harm to the party that provided such Confidential Information initially for which damages would not be a fully adequate remedy.

5. Timeliness of Data

Timely processing of information is essential to the proper administration of the Plan and avoids costly adverse consequences with regard to Plan compliance. The Plan Administrator will provide the information requested by PSI within ten (10) days of PSI's request. PSI is not responsible for any delinquent filings, penalties, fines, or taxes that result from the failure of the Plan Administrator to timely provide PSI with the requested information or as the result of the suspension of the Services due to delinquent payment of any invoiced fees. PSI is not responsible for the performance of any of the Services until and unless the information requested is received by PSI.

6. Responsibilities of Plan Administrator

(a) The Plan Administrator represents that it is the primary fiduciary for the control and management of the assets of the Plan, including, without limitation, the selection and monitoring of service providers for the Plan, interpretation of Plan provisions, evaluation of claims made by participants, eligibility of participants, ensuring the Plan complies with the applicable provisions of federal and state law, selection of any qualified default investment alternative, and all other plan administrator responsibilities. The Plan Administrator may elect to have certain fees for the Services deducted from Plan assets, and it is the responsibility of the Plan Administrator to determine whether Plan assets may be used to pay any particular fee. The Plan Administrator further represents that an unsigned copy of this Agreement and Appendix A serves as a disclosure of certain fees as of the date this Agreement was provided to the Plan Administrator. Furthermore, the Plan Administrator acknowledges that such fees may change from time to time.

(b) As stated in Section 5 above, the Plan Administrator will provide PSI with requested information on a timely basis. PSI will rely on information provided by the Plan Administrator or its representatives, including third parties, and will have no responsibility to independently verify the accuracy of the information. PSI assumes no responsibility to acquire information other than to request it from the Plan Administrator, and will not be liable for any errors or omissions made as a result of incomplete or incorrect information provided by the Plan Administrator. Additional services that need to be performed or revised due to incomplete or inaccurate data furnished by or on behalf of the Plan or the Plan Administrator will be subject to additional fees. Information and data requested by PSI shall be provided by the Plan Administrator or its agents within ten (10) days or by the date referenced in PSI's request for information. The Plan Administrator will be responsible for all consequences, including but not limited to, penalties and/or sanctions imposed by local, state, and/or federal governing authority, or applicable law.

(c) The Plan Administrator shall provide PSI a census of all employees within thirty (30) days of the end of the Plan Sponsor's fiscal year regardless of any respective employee's eligibility to participate or actual participation in the Plan. Such census information shall include: each employee's first and last name; each employee's social security number; and, each employee's date of birth, date of hire, and as applicable the date of separation from employment ("Census Information"). For the purpose of this paragraph, "employee" shall include all employees and/or prior employees with plan assets with a prior recordkeeper, custodian, or annuity provider. In addition, the Plan Administrator is to provide PSI Census Information regarding all new enrollees in the Plan as soon as possible.

(d) The Plan Administrator is responsible for ensuring that funds are actually contributed to the Plan's trust when required for tax deductibility, to satisfy the minimum funding standards for pension plans, and with respect to the timeliness of employee deferrals and loans deposited to the Plan required by the Department of Labor ("DOL"), if applicable. PSI has no obligation to monitor Plan contributions or to ensure that such contributions or loan payments are timely contributed to the Plan's trust.

(e) PSI will prepare the applicable government reports pursuant to this Agreement, and the Plan Administrator will be responsible for the timely filing of reports with the appropriate government agency. The Plan Administrator acknowledges that failure to timely file any required government reports may result in penalties, which are the sole responsibility of the Plan Administrator.

(f) Fees, costs, charges, additional contributions, refunds of employee deferrals, or any other penalties imposed by the Internal Revenue Service ("IRS"), DOL or other governing entity are the sole responsibility of the Plan and its Trustees. In accordance with the fees and costs referenced on Appendix A, PSI may be engaged to represent the Plan during an examination conducted by the IRS or DOL.

(g) The Plan Administrator will be responsible for providing the notices and information required by law to Plan Participants, including, without limitation, notices and distribution forms, as well as obtaining applicable signatures on distribution forms.

(h) The Plan Administrator shall prepare or cause to be prepared the end-of-year tax forms required by law for reporting distributions and tax withholding, unless PSI is engaged in writing for an additional fee and receives written confirmation that a participant has received a distribution from the Plan.

(i) The Plan's operation and tax qualification is affected by other plans sponsored by the Plan Administrator and/or Plan Sponsor. The Plan Administrator is responsible for informing PSI of other potentially related plans or entities (including controlled groups and affiliated service groups), and any change in such information.

7. Administrative Services

The following sets forth the Services to be performed by PSI under the terms and conditions of this Agreement:

(a) Takeover/Installation services for transition to PSI, including review of plan provisions, compliance review with the Plan's recordkeeper ("Recordkeeper"), and completion of installation forms and documents.

(b) Assistance with conversion of plan assets from another service provider (if applicable).

(c) Data request and analysis of census data from Recordkeeper and Plan Administrator.

(d) Reconcile trust asset information received from Recordkeeper, Custodian, Investment Advisor, and any other Related Retirement Service Provider and Plan Administrator on an annual basis.

(e) Gather and download reports and materials related to preparation of required government filings, forms, and accountant's audit (if applicable).

(f) Preparation of government forms, filings, and required schedules.

(g) Routine required Plan compliance testing as applicable.

(h) Assistance in the Plan Administrator's determination of participant eligibility, vesting and eligibility to receive employer contributions.

(i) Interface with Recordkeeper's website to facilitate administration and benefit payments.

(j) Interface with Plan Administrator to file required government reporting forms electronically.

(k) Routine calls and inquiries relating to the Services.

(l) Assisting with Plan Participant communication materials.

(m) Assistance in processing benefit payments.

(n) Preparation of plan design studies at request of Plan Sponsor or Plan Administrator.

(o) Meetings with Plan Administrator (as reasonably necessary in connection with the Services).

(p) Attendance at investment committee meetings (if necessary in connection with the Services).

8. Limitation on Liability and Indemnity Provisions

(a) General. Plan Administrator agrees that the only responsibilities of PSI hereunder are to render the Services provided in this Agreement. In no event shall PSI be responsible for delays or failures in the performance of its duties that are caused by or result from acts of God, epidemic, war, acts of terrorism, computer viruses, governmental interference, fire or other casualty, software or hardware malfunction, communication line failure, power failure, acts or omission by the Plan Administrator or any other circumstances beyond the control of PSI. The City, the Plan Sponsor, and the Trustees agree to ensure the performance of the Plan Administrator's obligations, responsibilities and duties contained in this Agreement, including the payment of fees and costs, and, to hold PSI harmless for any failure of the Plan Administrator to perform its duties and responsibilities in accordance with this Agreement as amended from time to time.

(b) Payment for Response to Subpoenas and Document Production Requests. In the event that PSI and/or any of its employees, officers, directors or agents receive a subpoena to provide testimony, or to produce documents, in connection with any judicial or quasi-judicial proceeding, relative to services provided by PSI pursuant to this Agreement, the Plan Administrator agrees to pay PSI an amount equal to the actual out of pocket expenses associated with producing said documents and/or appearing at said proceeding, and to pay to PSI an hourly fee for all time incurred by PSI personnel or its agents in preparing for and

appearing at said proceeding, and for preparing documents to be produced, pursuant to Appendix A, "Extraordinary Services."

(c) Non-representation. PSI is not a tax advisor; nor, the Plan Administrator as defined in ERISA. PSI will make recommendations to the Plan Administrator and Trustees; however, in no way should such recommendations be relied upon in lieu of advice and counsel from the Plan's certified public accountant and/or licensed attorney.

9. General Provisions

(a) Amendment. The Plan Administrator may not amend or modify this Agreement except in writing signed by both parties. PSI may amend and modify this Agreement from time to time by providing not less than sixty (60) days advance written notice to the Plan Administrator; provided, however, that if the Plan Administrator objects to any such amendment or modification, it may exercise its termination rights under this Agreement.

(b) Notice. Any and all notices required or permitted under this Agreement shall be in writing and shall be sufficient in all respects if (i) delivered personally, (ii) mailed by registered or certified mail, return receipt requested and postage prepaid, or (iii) sent via a nationally recognized overnight courier service to the addresses set forth under the signatures of the parties or to such other address as either party may designate by notice in writing to the other.

(c) Interpretation. This Agreement is not assignable by either party hereto without the prior written consent of the other party. Section and other headings are for reference only and shall not affect the meaning or interpretation of this Agreement. This Agreement is binding upon and shall inure to the benefit of the parties and their respective heirs, successors, survivors, administrators and assigns. This Agreement constitutes and contains the entire understanding between the parties and supersedes all prior oral or written statements dealing with the subject matter herein.

(d) Severability. If any one or more of the provisions of this Agreement shall, for any reason, be illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement and this Agreement shall be enforced as if such illegal or invalid provision had not been contained herein. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same Agreement.

(e) Arbitration. If this Agreement is breached or a party fails to perform its responsibilities, duties, and obligations contained herein and such breach or default is not cured and the injured party is not made whole within sixty (60) days upon delivery of written notice as provided herein, then such injured party may seek a settlement and remedies for damages by initiating a proceeding to arbitrate the matter pursuant to the rules and standards of the American Arbitration Association with such proceeding occurring in Oklahoma City, Oklahoma County, Oklahoma. The parties to this Agreement mutually agree as follows regarding the settlement of any dispute or damages through arbitration:

i. The injured party must have provided the opposing party written notice of the claimed default, damages, and the requested remedy within no less than sixty (60) days from the

delivery of such written notice for the opposing party to cure such default and make acceptable restitution.

ii. Each party shall pay for its own costs and expenses incurred to arbitrate any dispute among the parties.
iii. The arbitration shall be final and binding on all parties.
iv. Judgment of an arbitrator's award may only be entered in a court having jurisdiction pursuant to this Agreement.
v. The parties waive their right to a jury trial.
vi. The arbitrator's award is not required to include factual findings or legal reasoning.
vii. Any party's right to appeal or seek modification of an arbitrator's award is strictly limited.
viii. The panel of arbitrators selected to arbitrate a settlement will typically include a minority of arbitrators who are familiar or affiliated with ERISA and/or the third-party retirement plan administration industry.
ix. By law, an arbitration agreement does not preclude a party from seeking settlement of a dispute and/or remedies for damages in small claims court.

(f) Governing Law and Forum Selection. Except for the application of Section 9(e) above, this Agreement shall be governed by and construed according to the laws of the State of Oklahoma, without reference to conflict of law principles, except to the extent ERISA or another federal law preempts state law. The exclusive forum for any dispute between PSI, the City, the Plan Sponsor, the Plan Administrator, the Plan, and/or Trustees that arises out of or relates to this Agreement shall be a court of competent jurisdiction in Oklahoma County, Oklahoma.

(g) Disclosures Required by DOL Reg. 2550.408b-2(c). The disclosures set forth in this Agreement constitute all of the disclosures required to be made by PSI pursuant to the provisions of 29 C.F.R. §2550.408b-2(c), regardless of whether this document is signed on behalf of the Client.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have caused this Agreement to be executed and effective as of the date first written above.

[SIGNATURE PAGE FOLLOWS]

PSI:

Pension Solutions, Inc.
9116 North Kelley Avenue
Oklahoma City, OK 73131

By: _____
Geoffrey O. Stallings, President

City:

City of Glenpool
12205 S. Yukon Avenue
Glenpool, OK 74033

By: _____
Roger Kolman, City Manager

Plan Sponsor:

By: _____
Roger Kolman, City Manager

Plan Administrator:

By: _____
Roger Kolman, City Manager

Trustee:

By: _____
Timothy Lee Fox, Mayor

Trustee:

By: _____
Momodou Ceesay, Vice-Mayor

Trustee:

By: _____
Patricia Agee, Councilor

Trustee:

By: _____
Brandon Kearns, Councilor

Trustee:

By: _____
Jacqueline Triplett-Lund, Councilor

GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT

By executing this Governmental 457(b) Plan Adoption Agreement (the "Agreement"), the undersigned Employer agrees to continue and amend a 457(b) Plan for its Employees. The Plan adopted by the Employer consists of the Governmental 457(b) Basic Plan Document (the "BPD") previously adopted by the Employer and the elections (amendments) made under this Agreement (collectively referred to as the "Plan"). An Employer may jointly co-sponsor the Plan by signing a Participating Employer Adoption Page, which is attached to this Agreement. **This Plan is effective as of the Effective Date identified on the Signature Page of this Agreement.**

In completing the provisions of this Adoption Agreement, unless designated otherwise, selections under the Deferral column apply to all Salary Deferrals (including Roth Deferrals and Catch-Up Contributions).

Note that some State and local laws may restrict the election of certain provisions under the Plan. Please check with legal counsel to assess the impact of State and local laws on the Plan.

Certain vendor agreements associated with the Plan may restrict the application of certain Plan provisions.

SECTION 1
EMPLOYER INFORMATION

1-1 **EMPLOYER INFORMATION:**

Name: City of Glenpool

Address:

12205 S. Yukon Avenue
Glenpool, OK 74033-0070

Telephone: (918) 209-4644 Fax: _____

1-2 **EMPLOYER IDENTIFICATION NUMBER (EIN):** 23-7196935

1-3 **TYPE OF EMPLOYER:**

☐ (a) State: (Describe) _____

☑ (b) Political Subdivision of a State: (Describe) City in Oklahoma

☐ (c) Agency or Instrumentality of a State: (Describe) _____

☐ (d) Other governmental entity: (Describe) _____

1-4 **EMPLOYER'S TAX YEAR END:** The Employer's tax year ends 6/30

1-5 **RELATED EMPLOYERS:** (optional) List any Related Employers. A Related Employer must complete a Participating Employer Adoption Page for Employees of that Related Employer to participate in this Plan.

_____

SECTION 2
PLAN INFORMATION

2-1 **PLAN NAME:** City of Glenpool 457(b) Plan

2-2 **TYPE OF PLAN:** This Plan is a Governmental 457(b) Plan.

☐ The Plan is intended to be a FICA Replacement Plan (as defined under Section 3.08 of the Plan).

2-3 **TYPE OF CONTRIBUTIONS: (Check all that apply.)**

☑ (a) Salary Deferral Contributions

☐ (b) Employer Matching Contributions

☐ (c) Employer Contributions

☑ (d) Rollover Contributions

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2-4 **PLAN YEAR:**

☐ (a) Calendar year.

☑ (b) The 12-consecutive month period ending on 6/30 each year.

☐ (c) Other: _____

2-5 **PLAN ADMINISTRATOR:**

☑ (a) The Employer identified in AA §1-1.

☐ (b) Name: _____

Address: _____

Telephone: _____

SECTION 3
ELIGIBLE EMPLOYEES

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

Deferral	Match	ER		
☐	☐	☐	(a)	No exclusions.
☐	☐	☐	(b)	Collectively Bargained Employees, unless the Collective Bargaining Agreement provides otherwise.
☑	☐	☐	(c)	Non-resident aliens who receive no compensation from the Employer which constitutes U.S. source income.
☑	☐	☐	(d)	Employees who normally work less than 30 hours a week. (See Section 2.02(b)(3) of the Plan.)
☐	☐	☐	(e)	Employees eligible for a 401(k), a 403(b) plan or another 457(b) plan sponsored by the Employer.
☐	☐	☐	(f)	Part-Time Employees (as defined in Section 1.38 of the Plan)
☐	☐	☐	(g)	Seasonal Employees (as defined in Section 1.56 of the Plan)
☐	☐	☐	(h)	Temporary Employees (as defined in Section 1.59 of the Plan)
☐	☐	☐	(i)	Employees in an appointed or elected position.
☐	☐	☐	(j)	Employees paid on an hourly basis.
☐	☐	☐	(k)	Employees paid on a salaried basis.
☑	☐	☐	(l)	Other: Leased Employees

3-2 **INDEPENDENT CONTRACTORS:** Independent Contractors of the Employer are excluded from participation in the Plan, unless the Employer specifically elects otherwise below. If the Employer so elects, the term Employee as used in the Plan shall include the eligible Independent Contractors. Select the types of contributions for which Independent Contractors are eligible.

Deferral	Match	ER		
☐	☐	☐	(a)	Independent Contractors may participate in the Plan.
☐	☐	☐	(b)	Describe any special rules applicable to Independent Contractors: _____

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SECTION 4
MINIMUM AGE AND SERVICE REQUIREMENTS

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

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

Deferral	Match	ER		
☑	☐	☐	(1)	There is no minimum service requirement for participation in the Plan.
☐	☐	☐	(2)	One Year of Service (as defined in Section 2.03(a)(1) of the Plan and AA §4-3).
☐	☐	☐	(3)	The completion of ___ consecutive full calendar months of employment during which the Employee is credited with at least ____ Hours of Service or the completion of a Year of Service. [*If no minimum Hours of Service are required, insert one (1) in the second blank line.*]
☐	☐	☐	(4)	The completion of ___ Hours of Service during an Eligibility Computation Period. [*If this (4) is chosen, an Employee satisfies the service requirement immediately upon completion of the designated Hours of Service.*]
☐	☐	☐	(5)	Eligibility service will be determined under the Elapsed Time method as described in AA§4-3 below.
☐	☐	☐	(6)	Describe eligibility conditions: _____
☐	☐	☐		Describe eligibility conditions: _____

(b) **Minimum Age Requirement.** An Eligible Employee (as defined in AA §3-1) must have attained the following age with respect to the contribution source(s) identified in this AA §4-1(b).

Deferral	Match	ER		
☐	☐	☐	(1)	There is no minimum age for Plan eligibility.
☐	☐	☐	(2)	Age 21.
☑	☐	☐	(3)	Age 18___.

4-2 **ENTRY DATE:** An Eligible Employee who satisfies the minimum age and service requirements in AA §4-1 shall be eligible to participate in the Plan as of his/her Entry Date. For this purpose, the Entry Date is the following date with respect to the contribution source(s) identified under this AA §4-2. [***Note:*** *If any of (b) – (g) is completed for a contribution source, also complete one of (h) – (k) for the same contribution source.*]

Deferral	Match	ER		
☐	☐	☐	(a)	**Immediate.** The date the minimum age and service requirements are satisfied (or date of hire, if no minimum age and service requirements apply).
☐	☐	☐	(b)	**Semi-annual.** The first day of the 1st and 7th month of the Plan Year.
☐	☐	☐	(c)	**Quarterly.** The first day of the 1st, 4th, 7th and 10th month of the Plan Year.
☑	☐	☐	(d)	**Monthly.** The first day of each calendar month.
☐	☐	☐	(e)	**Payroll period.** The first day of the payroll period.
☐	☐	☐	(f)	**The first day of the Plan Year.**
☐	☐	☐	(g)	**Other:** _____

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

Deferral	Match	ER		
☐	☐	☐	(h)	**next following** satisfaction of the minimum age and service requirements.
☑	☐	☐	(i)	**coinciding with or next following** satisfaction of the minimum age and service requirements.
N/A	☐	☐	(j)	**nearest** the satisfaction of the minimum age and service requirements.
N/A	☐	☐	(k)	**preceding** the satisfaction of the minimum age and service requirements.

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

Deferral	Match	ER		
☐	☐	☐	(l)	**Describe** special rules for determining Entry Dates under the Plan: _____

4-3 **DEFAULT ELIGIBILITY RULES.** In applying the minimum age and service requirements under AA §4-1 above, the following default rules apply with respect to all contribution sources under the Plan:

- **Year of Service.** An Employee earns a Year of Service for eligibility purposes upon completing 1,000 Hours of Service during an Eligibility Computation Period. Hours of Service are calculated based on actual hours worked during the Eligibility Computation Period. (See Section 1.32 of the Plan for the definition of Hours of Service.)
- **Eligibility Computation Period.** If one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Plan Years (see Section 2.03(a)(2)(i) of the Plan). If more than one Year of Service is required for eligibility, the Plan will determine subsequent Eligibility Computation Periods on the basis of Anniversary Years (see Section 2.03(a)(2)(ii) of the Plan).

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

Deferral	Match	ER		
☐	☐	☐	(a)	**Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ Hours of Service during an Eligibility Computation Period.
☐	☐	☐	(b)	**Eligibility Computation Period (ECP).** The Plan will use Anniversary Years.
☐	☐	☐	(c)	**Elapsed Time method.** [*Check the same contribution source as checked in AA §4-1(a)(5) above.*] Eligibility service will be determined under the Elapsed Time method. An Eligible Employee (as defined in AA §3-1) must complete a ____ period of service to participate in the Plan. (See Section 2.03(a)(5) of the Plan.)
☐	☐	☐	(d)	**Equivalency Method**. For purposes of determining an Employee's Hours of Service for eligibility, the Plan will use the Equivalency Method (as defined in Section 2.03(a)(4) of the Plan). The Equivalency Method will apply to: ☐ (1) All Employees. ☐ (2) Employees who are not paid on an hourly basis. For Employees for whom the Employer maintains hourly records, eligibility will be determined based on actual hours worked. If this (d) is checked, Hours of Service for eligibility will be determined under the following Equivalency Method. ☐ (3) **Monthly.** 190 Hours of Service for each month worked. ☐ (4) **Weekly.** 45 Hours of Service for each week worked. ☐ (5) **Daily.** 10 Hours of Service for each day worked. ☐ (6) **Semi-monthly.** 95 Hours of Service for each semi-monthly period worked.

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Deferral	Match	ER	
☐	☐	☐	(e) **Special eligibility provisions.** The following special eligibility provisions apply: _____

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

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

Deferral	Match	ER		
☐	☐	☐	(a)	**Automatic Eligibility.** An Eligible Employee who is employed by the Employer on the following date will become eligible to enter the Plan without regard to minimum age and/or service conditions: ☐ (1) the Effective Date of this Plan (as designated in subsection (a) or (b) of the Employer Signature Page, as applicable) ☐ (2) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page) ☐ (3) _____ [*insert date*]
☐	☐	☐	(b)	**Describe** other effective date provisions: _____

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

☐ (a) Identify Predecessor Employer(s):

The Plan will count service with the following Predecessor Employers:

Name of Predecessor Employer

☐ (1) _____

☐ (b) The following special rules apply with respect to service with a Predecessor Employer: _____

SECTION 5
COMPENSATION DEFINITIONS

5-1 **TOTAL COMPENSATION.** Total Compensation is based on the definition set forth under this AA §5-1. See Section 1.60 of the Plan for a specific definition of the various types of Total Compensation.

☑ (a) W-2 Wages

☐ (b) Code §415 Compensation

☐ (c) Wages under Code §3401(a)

[*For purposes of determining Total Compensation, each definition includes pre-tax contributions to a Code §125 cafeteria plan, Code §401(k), Code §403(b) or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4).*]

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5-2 **POST-SEVERANCE COMPENSATION.**

(a) **Exclusion of post-severance compensation from Total Compensation.** Total Compensation (as defined in Section 1.60 of the Plan) includes post-severance compensation, to the extent provided in Section 1.60(b) of the Plan. For this purpose, severance pay is always excluded from the definition of Plan Compensation. Other post-severance compensation paid within 2½ months after severance from employment with the Employer or the end of the calendar year in which severance occurs is included in Plan Compensation, unless excluded under this subsection (a). See Section 1.60(b) of the Plan.

The following amounts paid after a Participant's severance from employment are excluded from Plan Compensation.

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

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

(b) **Continuation payments for disabled Participants.** Unless designated otherwise under this subsection (b), Total Compensation does not include continuation payments for disabled Participants. To count Total Compensation paid after severance of employment on account of disability, check the box below.

☐ **Payments to disabled Participants.** Total Compensation shall include post-severance compensation paid to a Participant who is permanently and totally disabled, as provided in Section 1.60(c) of the Plan.

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

Deferral	Match	ER	
☑	☐	☐	(a) No exclusions.
N/A	☐	☐	(b) Salary Deferrals (as defined in Section 1.54 of the Plan), pre-tax contributions to a cafeteria plan or a Code §457 plan, and qualified transportation fringes under Code §132(f)(4) are excluded.
☐	☐	☐	(c) All fringe benefits (cash and noncash), reimbursements or other expense allowances, moving expenses, deferred compensation, and welfare benefits are excluded.
☐	☐	☐	(d) Compensation above $___ is excluded.
☐	☐	☐	(e) Amounts received as a bonus are excluded.
☐	☐	☐	(f) Amounts received as commissions are excluded.
☐	☐	☐	(g) Overtime payments are excluded.
☐	☐	☐	(h) Shift differentials are excluded.
☐	☐	☐	(i) Exclusions as described by the applicable Collective Bargaining Agreement.
☐	☐	☐	(j) "Deemed §125 compensation" as defined in Section 1.60(d) of the Plan.
☐	☐	☐	(k) Amounts received after severance from employment are excluded.
☐	☐	☐	(l) Differential Pay (as defined in Section 1.60(e) of the Plan) is excluded.
☐	☐	☐	(m) Describe adjustments to Plan Compensation: _____

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

(a) **Compensation Period.** Plan Compensation will be determined on the basis of the following period(s) for the contribution sources identified in this AA §5-4. [*If a period other than Plan Year applies for any contribution source, any reference to the Plan Year as it refers to Plan Compensation for that contribution source will be deemed to be a reference to the period designated under this AA §5-4.*]

Deferral	Match	ER	
☑	☐	☐	(1) The Plan Year.
☐	☐	☐	(2) The calendar year ending in the Plan Year.
☐	☐	☐	(3) The Employer's fiscal tax year ending in the Plan Year.
☐	☐	☐	(4) The 12-month period ending on ____ which ends during the Plan Year.

(b) **Compensation while a Participant.** Unless provided otherwise under this subsection (b), in determining Plan Compensation, only compensation earned while an individual is a Participant under the Plan with respect to a particular contribution source will be taken into account.

To count compensation for the entire Plan Year for a particular contribution source, including compensation earned while an individual is not a Participant with respect to such contribution source, check below. (See Section 1.44 of the Plan.)

Deferral	Match	ER	
☑	☐	☐	All compensation earned during the Plan Year will be taken into account, including compensation earned while an individual is not a Participant.

SECTION 6
EMPLOYER CONTRIBUTIONS

6-1 **EMPLOYER CONTRIBUTIONS.** Is the Employer authorized to make Employer Contributions under the Plan?

☐ Yes

☑ No [*If No, skip to Section 6A.*]

[***Note:*** *Any Employer Contribution made pursuant to this AA §6 will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.*]

6-2 **EMPLOYER CONTRIBUTION FORMULA.** For the period designated in AA §6-5 below, the Employer will make the following Employer Contributions on behalf of Participants who satisfy the allocation conditions designated in AA §6-6 below. Any Employer Contribution authorized under this AA §6-2 will be allocated in accordance with the allocation formula selected under AA §6-3 or AA §6-4, as applicable.

☐ (a) **Discretionary contribution.** The Employer will determine in its sole discretion how much, if any, it will make as an Employer Contribution.

☐ (b) **Fixed contribution.**

- ☐ (1) _____% of each Participant's Plan Compensation.
- ☐ (2) $____ for each Participant.
- ☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.
- ☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (c) **Service-based contribution.** The Employer will make:

- ☐ (1) **Discretionary.** A discretionary contribution determined as a uniform percentage of Plan Compensation or a uniform dollar amount for each period of service designated below.
- ☐ (2) **Fixed percentage.** ____% of Plan Compensation paid for each period of service designated below.
- ☐ (3) **Fixed dollar.** $____ for each period of service designated below.

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The service-based contribution selected under this (c) will be based on the following periods of service:

☐ (4) Each Hour of Service

☐ (5) Each week of employment

☐ (6) Describe period: _____

[***Note:*** *Any period described in subsection (6) cannot exceed a 12-month period.*]

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

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

☐ (d) **FICA Replacement Contribution** (see Section 3.08 of Plan).

☐ (1) The Employee will make the 7.5% of Plan Compensation mandatory contribution.

☐ (2) The Employer will make the 7.5% of Plan Compensation mandatory contribution.

☐ (3) The Employee will make a mandatory contribution equal to ___% of Plan Compensation and the Employer will make a mandatory contribution equal to ___% of Plan Compensation. [***Note:*** *The combined Employer and Employee contribution must equal 7.5% of Plan Compensation.*]

☐ (e) Describe Employer Contribution formula: _____

6-3 **ALLOCATION FORMULA.**

☐ (a) **Pro rata allocation.** The Employer Contribution under AA §6-2 will be allocated as:

☐ (1) a uniform percentage of Plan Compensation or

☐ (2) a uniform dollar amount

If a fixed Employer Contribution is selected in AA §6-2(b), the Employer Contribution will be allocated in accordance with the selections made in AA §6-2(b). If both a discretionary and fixed Employer Contribution is selected in AA §6-2, this subsection (a) may be selected for both contribution formulas.

☐ (b) **Discretionary allocation.** The Employer Contribution under AA §6-2 will be allocated in the sole discretion of the Employer in a manner solely determined by the Employer.

☐ (c) **Service-based allocation formula.** The service-based Employer Contribution selected in AA §6-2(c) will be allocated in accordance with the selections made in AA §6-2(c).

☐ (d) **Describe other allocation method:** _____

6-4 **SPECIAL RULES.** No special rules apply with respect to Employer Contributions under the Plan, except to the extent designated under this AA §6-4.

☐ (a) **Period for determining Employer Contributions.** In determining the amount of the Employer Contributions to be allocated under this AA §6, the Employer Contribution will be based on Plan Compensation earned during the Plan Year, unless this (a) is selected and one of (1) – (4) is selected below.

Alternatively, the Employer may elect to base the Employer Contributions on Plan Compensation earned during the following period:

☐ (1) Plan Year quarter ☐ (2) calendar month

☐ (3) payroll period ☐ (4) Other: ___

[***Note:*** *Although Employer Contributions are determined on the basis of Plan Compensation earned during the period designated under this subsection (a), this does not require the Employer to actually make contributions or allocate contributions on the basis of such period.*]

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

☐ (1) ___% of Plan Compensation

☐ (2) $___

☐ (3) Describe: _____

☐ (c) **Offset of Employer Contribution.**

☐ (1) A Participant's allocation of Employer Contributions under AA §6-2 of this Plan is reduced by contributions under _____[*insert name of plan(s)*].

☐ (2) In applying the offset under this subsection, the following rules apply: _____

☐ (d) **Special rules.** The following special provisions apply with respect to Employer Contributions: _____

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6-5 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive an Employer Contribution, must satisfy any allocation conditions designated under this AA §6-5 to receive an allocation of Employer Contributions under the Plan.

☐ (a) **No allocation conditions** apply with respect to Employer Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.** The above allocation condition(s) will **not** apply if the Employee:

☐ (1) dies during the Plan Year.

☐ (2) terminates employment as a result of a Disability.

☐ (3) terminates employment after attainment of Normal Retirement Age.

☐ (4) Other: ___

☐ (e) **Describe** any special rules governing the allocation conditions under the Plan: _____

SECTION 6A
SALARY DEFERRALS

6A-1 **SALARY DEFERRALS.** Are Employees permitted to make Salary Deferrals under the Plan?

☑ Yes

☐ No [*If "No" is checked, skip to Section 6B.*]

6A-2 **MAXIMUM LIMIT ON SALARY DEFERRALS.** Unless designated otherwise under this AA §6A-2, a Participant may defer any amount up to the Code §457(e)(15) Maximum Contribution Limit.

☐ (a) **Salary Deferral Limit.** A Participant may not defer an amount in excess of:

☐ (1) _____% of Plan Compensation

☐ (2) $_____.

[***Note:*** *If both (1) and (2) are checked, the deferral limit is the lesser of the amounts selected.*]

Any limit described in subsection (1) or (2) above applies with respect to the following period:

☐ (3) Plan Year.

☐ (4) the portion of the Plan Year during which the individual is eligible to participate.

☐ (5) each separate payroll period during which the individual is eligible to participate.

☐ (b) **Special limit for bonus payments.** If bonus payments are not excluded from the definition of Plan Compensation under AA §5-3, Employees may defer any amounts out of bonus payments, subject to the Code §457(e)(15) Maximum Contribution Limit and any other limit on Salary Deferrals under this AA 6A-2. The Employer may use this section to impose special limits on bonus payments or may impose special limits on bonus payments under the Salary Deferral Election.

☐ A Participant may defer up to ____% (*not to exceed 100%*) of any bonus payment (subject to the Code §457(e)(15) Maximum Contribution Limit) without regard to any other limits described under this AA §6A-2.

[***Note:*** *If this (b) is checked, bonus payments may not be excluded from Plan Compensation in the Deferral column under AA §5-3.*]

(c) **Deferral of sick, vacation and back pay.** Unless otherwise elected below, a Participant may elect to defer accumulated sick pay, accumulated vacation pay, or back pay if: (1) a Salary Reduction Agreement is entered into before the amount become currently available, and (2) the Participant is an Employee in the month of deferral.

☐ A Participant may NOT defer accumulated sick pay, accumulated vacation pay, or back pay.

☐ (d) **Describe** any other limits that apply with respect to Salary Deferrals under the Plan: _____

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6A-3 **MINIMUM DEFERRAL RATE.** Unless designated otherwise under this AA §6A-3, no minimum deferral requirement applies under the Plan. Alternatively, a Participant must defer at least the following amount in order to make Salary Deferrals under the Plan.

☐ (a) ___% of Plan Compensation for a payroll period.

☐ (b) $___ for a payroll period.

☐ (c) Describe. __

6A-4 **CATCH-UP CONTRIBUTIONS.** Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions (as defined in Section 3.03(d) and (e) of the Plan) are permitted under the Plan, unless designated otherwise under this AA §6A-4.

☐ Age 50 Catch-Up Contributions are not permitted under the Plan.

☐ Special 457 Catch-Up Contributions are not permitted under the Plan.

6A-5 **ROTH DEFERRALS.** Roth Deferrals (as defined in Section 3.03(g) of the Plan) are not permitted under the Plan, unless designated otherwise under this AA §6A-5.

☑ (a) **Availability of Roth Deferrals.** Roth Deferrals are permitted under the Plan. [***Note:*** *If Roth Deferrals are effective as of a date later than the Effective Date of the Plan, designate such special Effective Date in AA §6A-7 below.*]

☑ (b) **Distribution of Roth Deferrals.** Unless designated otherwise under this subsection, to the extent a Participant takes a distribution or withdrawal from his/her Salary Deferral Account(s), the Participant may designate the extent to which such distribution is taken from the Pre-Tax Deferral Account or from the Roth Deferral Account.

Alternatively, the Employer may designate the order of distributions for the distribution types listed below:

☐ (1) **Distributions and withdrawals.**

☐ (i) Any distribution will be taken on a pro rata basis from the Participant's Pre-Tax Deferral Account and Roth Deferral Account.

☐ (ii) Any distribution will be taken first from the Participant's Roth Deferral Account and then from the Participant's Pre-Tax Deferral Account.

☐ (iii) Any distribution will be taken first from the Participant's Pre-Tax Deferral Account and then from the Participant's Roth Deferral Account.

☐ (2) **Distribution of Excess Deferrals.**

☐ (i) Distribution of Excess Deferrals will be made from Roth and Pre-Tax Deferral Accounts in the same proportion that deferrals were allocated to such Accounts for the calendar year.

☐ (ii) Distribution of Excess Deferrals will be made first from the Roth Deferral Account and then from the Pre-Tax Deferral Account.

☐ (iii) Distribution of Excess Deferrals will be made first from the Pre-Tax Deferral Account and then from the Roth Deferral Account.

☐ (c) **In-Plan Roth Conversions.** Unless elected under this AA §6A-5(c), the Plan does not permit a Participant to make an In-Plan Roth Conversion under the Plan. To override this provision to allow Participants to make an In-Plan Roth Conversion, subsection (1) must be checked.

☐ (1) **Effective date.** Effective _____[*not earlier than 1/1/2013*], a Participant may elect to convert all or any portion of his/her non-Roth vested Account Balance to an In-Plan Roth Conversion Account.

[***Note:*** *The Plan must provide for Roth Deferrals under AA §6A-5(a) as of the effective date designated in this subsection (1). An election under this subsection (1) does not affect an In-Plan Roth Conversion that was allowed under prior Plan provisions.*]

(2) **In-Service Distribution.** For a Participant to convert his/her eligible contributions to Roth Deferrals through an In-Plan Roth Conversion, the Participant need not be eligible to take a distribution from the Plan.

To override this default provision to require a distributable event, complete this subsection (2).

☐ If this subsection (2) is checked, a Participant must be eligible for a distribution of any amounts converted to Roth Deferrals through an In-Plan Roth Conversion. Thus, only amounts that are eligible for distribution under AA §9 or AA §10 are eligible for In-Plan Roth Conversion.

[***Note:*** *If this subsection (2) is not checked, a Participant may convert any or all of the eligible contribution sources to Roth Deferrals through an In-Plan Roth Conversion.*]

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☐ (3) **Contribution sources.** An Employee may only elect to make an In-Plan Roth Conversion from the following sources: [*Check all contribution sources available under the Plan from which an In-Plan Roth Conversion is available.*]

☐ (i) All available sources under the Plan

☐ (ii) Pre-tax Salary Deferrals

☐ (iii) Employer Contributions

☐ (iv) Matching Contributions

☐ (v) Rollover Contributions

☐ (vi) Describe: _____

☐ (4) **Limits applicable to In-Plan Roth Conversions.** No special limits apply with respect to In-Plan Roth Conversions, unless designated otherwise under this subsection (4).

☐ (i) Roth conversions may only be made from contribution sources that are fully vested (i.e., 100% vested).

☐ (ii) A Participant may not make an In-Plan Roth Conversion of less than $___ (may not exceed $1,000).

☐ (iii) Describe: _____

☐ (5) **Distribution from In-Plan Roth Conversion Account.** Distributions from the In-Plan Roth Conversion account will be permitted at the same time as permitted for Roth Deferrals, as set forth under AA §10-1, unless designated otherwise under this subsection (5).

Describe distribution options: _____

☐ (d) **Describe** any special rules that apply to Roth Deferrals under the Plan: _____

6A-6 **AUTOMATIC CONTRIBUTION ARRANGEMENT.** No automatic contribution provisions apply under Section 3.03(c) of the Plan, unless provided otherwise under this AA §6A-6. (Note: Some States through anti-garnishment laws or otherwise may not allow Automatic Contribution Arrangements.)

☐ (a) **Automatic deferral election.** Upon becoming eligible to make Salary Deferrals under the Plan (pursuant to AA §3 and AA §4), a Participant will be deemed to have entered into a Salary Deferral Election for each payroll period, unless the Participant completes a Salary Deferral Election (subject to the limitations under AA §6A-2 and AA §6A-3) in accordance with procedures adopted by the Plan Administrator.

☐ (1) **Effective date of Automatic Contribution Arrangement.** The automatic deferral provisions under this AA §6A-6 are effective as of:

☐ (i) The Effective Date of this Plan as set forth under the Employer Signature Page.

☐ (ii) _____ [*insert date*]

☐ (iii) As set forth under a prior Plan document. [***Note:*** *If this subsection (iii) is checked, the automatic deferral provisions under this AA §6A-7 will apply as of the original Effective Date of the automatic contribution arrangement. Unless provided otherwise under this AA §6A-6, an Employee who is automatically enrolled under a prior Plan document will continue to be automatically enrolled under the current Plan document.*]

☐ (2) **Automatic Contribution Arrangement.** Check this subsection (2) if the Plan is designated as an Automatic Contribution Arrangement, as described under Section 3.03(c) of the Plan. [***Note:*** *Unless an election is made under this AA §6A-6 that is inconsistent with the requirements of an Eligible Automatic Contribution Arrangement (EACA), the Automatic Contribution Arrangement will qualify as an EACA, as described in Section 3.03(c) of the Plan.*]

☐ (i) **Automatic deferral percentage.**

☐ (A) ___% of Plan Compensation

☐ (B) $___

☐ (ii) **Automatic increase.** If elected under this subsection (ii), the automatic deferral amount will increase each Plan Year by the following amount. (See Section 3.03(c) of the Plan.)

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☐ (A) ___% of Plan Compensation

☐ (B) $____

☐ (C) Describe: _____

Any automatic increase elected under this subsection (ii) will not cause the automatic deferral amount to exceed:

☐ (D) ___% of Plan Compensation

☐ (E) $____

☐ (F) Describe: _____

☐ (3) **Application of automatic deferral provisions.** The automatic deferral election under subsection (2) will apply to new Participants and existing Participants as set forth under this subsection (3).

☐ (i) **New Participants.** The automatic deferral provisions apply to all eligible Participants who do not enter into a Salary Deferral Election (including an election not to defer) and who:

☐ (A) become Participants on or after the effective date of the automatic deferral provisions.

☐ (B) are hired on or after the effective date of the automatic deferral provisions.

☐ (ii) **Current Participants.** The automatic deferral provisions apply to all other eligible Participants as follows:

☐ (A) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election (including an election not to defer under the Plan).

☐ (B) Automatic deferral provisions apply to all current Participants who have not entered into a Salary Deferral Election that is at least equal to the automatic deferral amount under subsection (2)(i). Current Participants who have made a Salary Deferral Election that is less than the automatic deferral amount or who have not made a Salary Deferral Election will automatically be increased to the automatic deferral amount unless the Participant enters into a new Salary Deferral election on or after the effective date of the automatic deferral provisions.

☐ (C) Automatic deferral provisions do not apply to current Participants. Only new Participants described in subsection (i) are subject to the automatic deferral provisions.

☐ (D) Describe: _____

☐ (iii) **Treatment of automatic deferrals.** Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Pre-Tax Salary Deferrals, unless designated otherwise under this subsection (iii).

☐ Any Salary Deferrals made pursuant to an automatic deferral election will be treated as Roth Deferrals. [*This subsection (iii) may only be checked if Roth Deferrals are permitted under AA §6A-5.*]

[***Note:*** *Any Salary Deferral Election (including an election not to defer under the Plan) made after the effective date of the automatic deferral provisions will override such automatic deferral provisions.*]

☐ (4) **Application of automatic increase.** Unless designated otherwise under this subsection (4), if an automatic increase is selected under subsection (2)(ii) above, the automatic increase will take effect as of the first day of the second Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant. (See Section 3.03(c)(2)(iii) of the Plan.)

☐ (i) **First Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the first Plan Year following the date automatic contributions begin.

☐ (ii) **Designated Plan Year.** Instead of applying as of the second Plan Year, the automatic increase described in subsection (2)(ii) takes effect as of the appropriate date (as designated under subsection (iii) below) within the ____ Plan Year following the Plan Year in which the automatic deferral election first becomes effective with respect to a Participant.

☐ (iii) **Effective date.** The automatic increase described under subsection (2)(ii) is generally effective as of the first day of the Plan Year. If this subsection (iii) is checked, instead of becoming effective on the first day of the Plan Year, the automatic increase will be effective on:

☐ (A) The anniversary of the Participant's date of hire.

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☐ (B) The anniversary of the Participant's first automatic deferral contribution.

☐ (C) The first day of each calendar year.

☐ (D) Other date: _____

☐ (iv) **Special rules:** _____

☐ (5) **Treatment of terminated Employees.** Unless designated otherwise under subsection (i) below, a Participant's affirmative election to defer (or to not defer) will cease upon termination of employment. In addition, unless designated otherwise under subsection (ii) below, in applying the automatic deferral provisions under the Plan, a rehired Participant is treated as a new Employee if the Participant is precluded from making automatic deferrals to the Plan for a full Plan Year.

☐ (i) **Terminated Employees.** If this subsection (i) is selected, a terminated Participant's affirmative election to defer (or to not defer) will not cease upon termination of employment. Thus, a Participant who entered into an election to defer (or not to defer) prior to termination of employment will not be subject to the automatic deferral provisions upon rehire.

☐ (ii) **Rehired Employees.** If this provision applies, a Participant who is precluded from making automatic deferrals to the Plan for a full Plan Year will not be treated as a new Employee for purposes of applying the automatic deferral provisions under the Plan. Thus, a rehired Participant's minimum deferral percentage will continue to be calculated based on the date the individual first began making automatic deferrals under the Plan.

☐ (b) **Permissible Withdrawals under Automatic Contribution Arrangement.**

☐ (1) **Permissible withdrawals allowed.** If the Plan satisfies the requirements for an EACA (as set forth in Section 3.03(c) of the Plan), the permissible withdrawal provisions under Section 3.03(c) of the Plan apply. Thus, a Participant who receives an automatic deferral may withdraw such contributions (and earnings attributable thereto) within the time period set forth under Section 3.03(c) of the Plan, without regard to the in-service distribution provisions selected under AA §9-2.

☐ (2) **No permissible withdrawals.** Although the Plan contains an automatic deferral election that is designed to satisfy the requirements of an EACA, the permissible withdrawal provisions under this subsection (b) are not available.

☐ (3) **Time period for electing a permissible withdrawal.** Instead of a 90-day election period, a Participant must request a permissible withdrawal no later than ____ [*may not be less than 30 or more than 90*] days after the date the Plan Compensation from which such Salary Deferrals are withheld would otherwise have been included in gross income.

☐ (c) **Other automatic deferral provisions:** _____

6A-7 **SPECIAL DEFERRAL EFFECTIVE DATES.** Unless designated otherwise under this AA §6A-7, a Participant is eligible to make Salary Deferrals under the Plan as of the Effective Date of the Plan (as designated in the Employer Signature Page). However, in no case may a Participant begin making Salary Deferrals prior to the later of the date the Employee becomes a Participant, the date the Participant executes a Salary Reduction Agreement or the date the Plan is adopted or effective. (See Section 3.03(a) of the Plan.)

To designate a later Effective Date for Salary Deferrals or Roth Deferrals, complete this AA §6A-7.

☐ (a) **Salary Deferrals.** A Participant is eligible to make Salary Deferrals under the Plan as of:

☐ (1) the date the Plan is executed by the Employer (as indicated on the Employer Signature Page).

☐ (2) _____ (insert date).

☐ (b) **Roth Deferrals.** The Roth Deferral provisions under AA §6A-5 are effective as of _____. [*If Roth Deferrals are permitted under AA §6A-5 above, Roth Deferrals are effective as of the Effective Date applicable to Salary Deferrals under this AA §6A-7, unless a later date is designated under this subsection.*]

SECTION 6B
MATCHING CONTRIBUTIONS

6B-1 **MATCHING CONTRIBUTIONS.** Is the Employer authorized to make Matching Contributions under the Plan?

☐ **Yes.**

☑ **No.** [*Check this box if there are no Matching Contributions. If "No" is checked, skip to Section 7.*]

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[***Note:*** *Any Matching Contribution made pursuant to this AA §6B will count towards the Code §457(e)(15) Maximum Contribution Limit. See Section 5.01 of the Plan.*]

6B-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6B-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6B-6 below.

☐ (a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution.

☐ (b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

☐ (1) ____% of Salary Deferrals made for each period designated in AA §6B-5 below.

☐ (2) $____ for each period designated in AA §6B-5 below.

☐ (3) The Employer Contribution will be determined in accordance with the personal service contract or employment contract applicable to the Participant.

☐ (4) The Employer Contribution will be determined in accordance with any Collective Bargaining Agreement(s) addressing retirement benefits of Collectively Bargained Employees under the Plan.

☐ (c) **Tiered match.** The Employer will make a Matching Contribution to all Participants based on the following tiers of Salary Deferrals.

☐ (1) **Tiers as percentage of Plan Compensation.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to ___% of Plan Compensation	_____%	☐
☐ (ii) From __% up to __% of Plan Compensation	_____%	☐
☐ (iii) From __% up to __% of Plan Compensation	_____%	☐
☐ (iv) From __% up to __% of Plan Compensation	_____%	☐

☐ (2) **Tiers as dollar amounts.**

Salary Deferrals	Fixed Match	Discretionary Match
☐ (i) Up to $___	_____%	☐
☐ (ii) From $___ up to $___	_____%	☐
☐ (iii) From $___ up to $___	_____%	☐
☐ (iv) Above $___	_____%	☐

☐ (d) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Salary Deferrals to all Participants based on Years of Service with the Employer.

Years of Service	Matching %	Discretionary Match
☐ (1) From ___ up to ___ Years of Service	_____%	☐
☐ (2) From ___ up to ___ Years of Service	_____%	☐
☐ (3) From ___ up to ___ Years of Service	_____%	☐
☐ (4) Years of Service equal to and above __	_____%	☐

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For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: _____

6B-3 **CONTRIBUTIONS ELIGIBLE FOR MATCHING CONTRIBUTIONS ("ELIGIBLE CONTRIBUTIONS").** Unless designated otherwise under this AA §6B-3, all Salary Deferrals, including any Roth Deferrals, Age 50 Catch-Up Contributions and Special 457 Catch-Up Contributions, are eligible for the Matching Contributions designated under AA §6B-2.

☐ (a) **Matching Contributions.** Only the following contribution sources are eligible for a Matching Contribution under AA §6B-2:

☐ (1) Pre-tax Salary Deferrals

☐ (2) Roth Deferrals

☐ (3) Age 50 Catch-Up Contributions

☐ (4) Special 457 Catch-Up Contributions

☐ (b) **Application of Matching Contributions to elective deferrals made under another plan maintained by the Employer.** If this subsection is checked, the Matching Contributions described in AA §6B-2 will apply to elective deferrals made under another plan maintained by the Employer.

☐ (1) The Matching Contribution designated in AA §6B-2 above will apply to elective deferrals under the following plan maintained by the Employer: _____

☐ (2) The following special rules apply in determining the amount of Matching Contributions under this Plan with respect to elective deferrals under the plan described in subsection (1): _____

[***Note:*** *This subsection may be used to describe special provisions applicable to Matching Contributions provided with respect to elective deferrals under another plan maintained by the Employer, including another Code §457(b) plan, a §401(a) qualified plan, or Code §403(b) plan.*]

☐ (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6B-3: _____

6B-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6B-2 above, the following limits apply.

☐ (a) **No limits apply.** All Salary Deferrals are eligible for Matching Contributions.

☐ (b) **Limit on Salary Deferrals.** The Matching Contribution formula(s) selected in AA §6B-2 above apply only to Salary Deferrals that do not exceed:

☐ (1) _____% of Plan Compensation.

☐ (2) $_____.

☐ (3) A discretionary amount determined by the Employer.

☐ (c) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6B-2 above will not exceed:

☐ (1) ___% of Plan Compensation.

☐ (2) $_____.

☐ (d) **Special limits:** _____

6B-5 **PERIOD FOR DETERMINING MATCHING CONTRIBUTIONS.** The Matching Contribution formula(s) selected in AA §6B-2 above (including any limitations on such amounts under AA §6B-4) are based on Salary Deferrals for the **Plan Year**. To apply a different period for determining the Matching Contributions and limits under AA §6B-2 and AA §6B-3, check one of (a) – (d) below.

☐ (a) payroll period ☐ (b) Plan Year quarter

☐ (c) calendar month ☐ (d) Other: _____

[***Note:*** *Although Matching Contributions (and any limits on those Matching Contributions) will be determined on the basis of the period designated under this AA §6B-5, this does not require the Employer to actually make contributions or allocate contributions on the basis of such period. See Section 3.04(c) of the Plan for a discussion of the "true up" requirements applicable to Matching Contributions.*]

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6B-6 **ALLOCATION CONDITIONS.** A Participant who has otherwise satisfied all conditions to receive a Matching Contribution, must satisfy any allocation conditions designated under this AA §6B-6 to receive an allocation of Matching Contributions under the Plan.

☐ (a) **No allocation conditions** apply with respect to Matching Contributions under the Plan.

☐ (b) **Employment condition.** An Employee must be employed with the Employer on the last day of the Plan Year.

☐ (c) **Minimum service condition.** An Employee must be credited with at least:

☐ (1) ____ Hours of Service during the Plan Year.

☐ (2) ____ consecutive days of employment with the Employer during the Plan Year.

☐ (d) **Exceptions.** The above allocation condition(s) will **not** apply:

☐ (1) if the Employee dies during the Plan Year.

☐ (2) if the Employee terminates employment as a result of a Disability.

☐ (3) if the Employee terminates employment after attainment of Normal Retirement Age.

☐ (4) Other: _____

6B-7 **SPECIAL RULES APPLICABLE TO MATCHING CONTRIBUTIONS.** The following special rules apply to Matching Contributions: _____

SECTION 7
RETIREMENT AGES

7-1 **NORMAL RETIREMENT AGE:** For purposes of applying the Special 457 Catch-Up Contribution under AA §6A-4(b), Normal Retirement Age under the Plan is:

☑ (a) Age 62 (not earlier than age 65 or later than age 70 ½)

☐ (b) The earlier of: age ____ (not earlier than age 65 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan).

☐ (c) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 65 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.

Normal Retirement Age for Qualified Police and Firefighters (elect if applicable)

☐ (d) The earlier of: age ____ (not earlier than age 40 or later than age 70 ½)

☑ (e) The earlier of: age 50 (not earlier than age 40 or later than age 70 ½) or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(c) of the Plan).

☐ (f) The Participant may designate a Normal Retirement Age that is on or after the earlier of age 40 or the date immediate retirement benefits are authorized under another plan maintained by the Employer (as set forth under Section 5.04(b) of the Plan) but not later than age 70½.

[***Note:*** *A Participant's Normal Retirement Age must be the same as his/her normal retirement age under any other deferred compensation plan or plans sponsored by the Employer. The designation of a Normal Retirement Age under the Plan does not compel retirement with the Employer*]

SECTION 8
VESTING AND FORFEITURES

8-1 **CONTRIBUTIONS SUBJECT TO VESTING.** Does the Plan provide for Employer Contributions under AA §6 or Matching Contributions under AA §6B that are subject to vesting?

☐ Yes

☑ No [*If "No" is checked, skip to Section 9.*]

*[**Note**: The imposition of a vesting schedule creates a substantial risk of forfeiture with respect to the contributions subject to the vesting schedule. If a contribution is subject to a substantial risk of forfeiture, such contribution is not counted toward the Maximum Contribution Limit until the substantial risk of forfeiture lapses (i.e., the contributions are vested.). Where an amount is subject to a substantial risk of forfeiture, gains or losses allocable to the amount deferred, through the date that the substantial risk of forfeiture lapses, are taken into account in determining the amount that is considered deferred in the year in which the substantial risk of forfeiture lapses.]*

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8-2 **VESTING SCHEDULE.** The vesting schedule under the Plan is as follows for both Employer Contributions and Matching Contributions, to the extent authorized under AA §6 and AA §6B. See Section 7.02(a) of the Plan for a description of the various vesting schedules under this AA §8-2. (Note: If the Employer imposes a vesting schedule, Employer Contributions and Matching Contributions, and attributable earnings, will count towards the Code §457(e)(15) Maximum Contribution Limit for the year in which the amounts become vested.)

ER	Match	
☐	☐	(a) Full and immediate vesting.
☐	☐	(b) 3-year cliff vesting schedule
☐	☐	(c) 6-year graded vesting schedule
☐	☐	(d) Modified vesting schedule
		____% after 1 Year of Service
		____% after 2 Years of Service
		____% after 3 Years of Service
		____% after 4 Years of Service
		____% after 5 Years of Service
		100% after 6 Years of Service
☐	☐	(e) Other: _____

8-3 **VESTING SERVICE.** In applying the vesting schedules under this AA §8, the following service with the Employer is excluded.

☐ (a) None, all service with the Employer counts for vesting purposes.

☐ (b) Service before the original Effective Date of this Plan is excluded. (See Section 7.06 of the Plan for rules regarding Predecessor Service.)

☐ (c) Service completed before the Employee's ____ birthday is excluded.

8-4 **FULL VESTING.** An Employee's vesting percentage increases to 100% if, while employed with the Employer, the Employee:

☐ (a) dies.

☐ (b) terminates employment due to becoming Disabled.

☐ (c) Other: _____

☐ (d) Not applicable. No increase in vesting applies.

8-5 **DEFAULT VESTING RULES.** In applying the vesting requirements under this AA §8, the following default rules apply.

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

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

ER	Match	
☐	☐	(a) **Year of Service.** Instead of 1,000 Hours of Service, an Employee earns a Year of Service upon the completion of ____ [*must be less than 1,000*] Hours of Service during a Vesting Computation Period.
☐	☐	(b) **Vesting Computation Period (VCP).** Instead of the Plan Year, the Vesting Computation Period is: ☐ (1) The 12-month period beginning with the anniversary of the Employee's date of hire. ☐ (2) Describe: _____ [***Note:*** *Any Vesting Computation Period described in (2) must be a 12-consecutive month period and must apply uniformly to all Participants.*]
☐	☐	(c) **Elapsed Time Method.** Vesting service will be determined under the Elapsed Time Method. (See Section 7.03(b) of the Plan.)

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ER	Match		
☐	☐	(d)	**Equivalency Method**. For purposes of determining an Employee's Hours of Service for vesting, the Plan will use the Equivalency Method (as defined in Section 7.03(a)(2) of the Plan). The Equivalency Method will apply to:

☐ (1) All Employees.

☐ (2) Employees who are not paid on an hourly basis. For Employees paid on an hourly basis, vesting will be determined based on actual hours worked.

If this (d) is checked, Hours of Service for vesting will be determined under the following Equivalency Method.

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

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

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

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

8-6 **ALLOCATION OF FORFEITURES.** Any forfeitures occurring during a Plan Year will be:

ER	Match		
☐	☐	(a)	N/A. All contributions are 100% vested. [*Do not complete the rest of this AA §8-6.*]
☐	☐	(b)	Reallocated as additional Employer Contributions or as additional Matching Contributions.
☐	☐	(c)	Used to reduce Employer and/or Matching Contributions.

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

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

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

☐	☐	(f)	Forfeitures may be used to pay Plan expenses. (See Section 7.08(c) of the Plan.)
☐	☐	(g)	Forfeitures may not be used to pay Plan expenses.

In determining the amount of forfeitures to be allocated under subsection (b), the same allocation conditions apply as for the source for which the forfeiture is being allocated under AA §6-5 or AA §6B-7, unless designated otherwise below.

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

In determining the treatment of forfeitures under this AA §8-6, the following special rules apply:

☐ ☐ (k) Describe: _____

8-7 **SPECIAL RULES REGARDING CASH-OUT DISTRIBUTIONS.**

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

To modify the default forfeiture rules, complete this AA §8-7(a).

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

(b) **Timing of forfeitures.** A Participant who receives an Involuntary Cash-Out Distribution (as described in AA §9-5(a)) is treated as having an immediate forfeiture of his/her nonvested Account Balance.

To modify the forfeiture timing rules to delay the occurrence of a forfeiture upon an Involuntary Cash-Out Distribution, complete this AA §8-7(b).

☐ A forfeiture will occur at the end of the ____ year following the Involuntary Cash-Out Distribution.

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8-8 **SPECIAL VESTING RULES.**

ER	**Match**	
☐	☐	**Special vesting provisions**: _____

SECTION 9
DISTRIBUTION PROVISIONS

9-1 **AVAILABLE FORMS OF DISTRIBUTION.**

Lump sum distribution. Unless selected otherwise under subsection (e) below, a Participant may take a distribution of his/her entire vested Account Balance in a single lump sum.

Additional distribution options. To provide for additional distribution options, check the applicable distribution forms under this AA §9-1. If a lump sum distribution will not be provided under the Plan, check (e) below and indicate that no lump sum distribution is available under the Plan.

☑ (a) **Partial lump sum.** A Participant may take a distribution of less than the entire vested Account Balance upon termination of employment.

☐ **(1) Minimum distribution amount.** A Participant may not take a partial lump sum distribution of less than $____.

☐ (b) **Installment distributions.** A Participant may take a distribution over a specified period not to exceed the life or life expectancy of the Participant (and a designated beneficiary).

☐ (c) **Installment distribution for required minimum distributions.** A Participant may take an installment distribution solely to the extent necessary to satisfy the required minimum distribution rules under Section 8 of the Plan.

☐ (d) **Annuity distributions.** A Participant may elect to have the Plan Administrator use the Participant's vested Account Balance to purchase an annuity.

☐ (e) **Describe:** _____

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

9-2 **IN-SERVICE DISTRIBUTIONS.**

☑ (a) **Distribution events.** A Participant may withdraw all or any portion of his/her vested Account Balance, to the extent designated, upon the occurrence of the event(s) selected under this AA §9-2.

Deferral	**Match**	**ER**	
☐	☐	☐	(1) No in-service distributions are permitted.
☑	☐	☐	(2) The attainment of age 70½.
☑	☐	☐	(3) The occurrence of an Unforeseeable Emergency.

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☐ (b) **Rollover Contributions.** Unless designated otherwise under this subsection (b), a Participant may withdraw amounts attributable to Rollover Contributions at any time. If this subsection (b) is selected, amounts attributable to Rollover Contributions may be distributed only upon the occurrence of the following event(s):

☐ (1) No in-service distributions are permitted.

☐ (2) The attainment of age 70½.

☐ (3) The occurrence of an Unforeseeable Emergency.

☐ (4) Describe: _____

☑ (c) **Distribution of Smaller Amounts**

☑ (1) The Employer has discretion to make distribution of smaller amounts as described in Section 8.06 of the Plan.

☐ (2) The Participant may withdraw a distribution of smaller amounts as described in Section 8.06 of the Plan.

☐ (3) Special rules applicable to the distribution of smaller amounts: _____

9-3 **SPECIAL RULES FOR IN-SERVICE DISTRIBUTIONS.**

☐ (a) In-service distributions will only be permitted if the Participant is 100% vested in the amounts being withdrawn.

☐ (b) A Participant may take no more than ___ in-service distribution(s) in a Plan Year.

☐ (c) A Participant may not take an in-service distribution of less than $___.

☐ (d) If a distribution is permitted upon the occurrence of an Unforeseeable Emergency in AA §9-2 above, a Participant may take such a distribution after termination of employment.

☐ (e) Describe any special in-service distribution rules: _____

9-4 **TIMING OF DISTRIBUTIONS UPON TERMINATION OF EMPLOYMENT.**

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

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) Describe: _____

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

☑ (1) the date the Participant terminates employment.

☐ (2) the last day of the Plan Year during which the Participant terminates employment.

☐ (3) the first Valuation Date following the Participant's termination of employment.

☐ (4) Describe: _____

9-5 **PARTICIPANT AND SPOUSAL CONSENT.**

(a) **Involuntary Cash-Out Distribution.** A Participant who terminates employment with a vested Account Balance of $5,000 or less will receive an Involuntary Cash-Out Distribution, unless elected otherwise under this AA §9-5. If a Participant's vested Account Balance exceeds $5,000, the Participant generally must consent to a distribution from the Plan, except to the extent provided otherwise under this AA §9-5.

☐ (1) **No Involuntary Cash-Out Distributions.** The Plan does not provide for Involuntary Cash-Out Distributions. A terminated Participant must consent to any distribution from the Plan. (See Section 14.02(a) of the Plan for special rules upon Plan termination.)

☐ (2) **Involuntary Cash-Out Distribution threshold.** A terminated Participant will receive an Involuntary Cash-Out Distribution only if the Participant's vested Account Balance is less than or equal to $____.

☐ (3) **Application of Automatic Rollover rules.** The Automatic Rollover rules described in Section 8.09(f) of the Plan do not apply to any Involuntary Cash-Out Distribution below $1,000, unless elected otherwise under this subsection (3). If this subsection (3) is checked, the Automatic Rollover provisions apply to all Involuntary Cash-Out Distributions (including those below $1,000).

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☐ (4) **Treatment of Rollover Contributions.** Unless elected otherwise under this subsection (4), Rollover Contributions will be excluded in determining whether a Participant's vested Account Balance exceeds the Involuntary Cash-Out threshold for purposes of applying the distribution rules under this AA §9 and the Automatic Rollover provisions under Section 8.09(f) of the Plan. If this subsection (4) is checked, Rollover Contributions are included for purposes of applying the Plan's distribution rules.

(b) **Spousal consent.** Spousal consent is not required for a Participant to receive a distribution or name an alternate beneficiary, unless designated otherwise under this subsection (b).

☐ (1) **Distribution consent.** A Participant's Spouse must consent to any distribution, if the Participant's vested Account Balance exceeds $____.

☐ (2) **Beneficiary consent.** A Participant's Spouse must consent to naming someone other than the Spouse as beneficiary under the Plan.

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

9-6 **DETERMINATION OF BENEFICIARY.**

(a) **Default beneficiaries.** Unless elected otherwise under this subsection (a), the default beneficiaries described under Section 8.05 of the Plan are the Participant's surviving Spouse, the Participant's surviving children, and the Participant's estate.

☐ If this subsection (a) is checked, the default beneficiaries under Section 8.05 of the Plan are modified as follows: _

(b) **One-year marriage rule.** For purposes of determining whether an individual is considered the surviving Spouse of the Participant, the determination is based on the marital status as of the date of the Participant's death, unless designated otherwise under this subsection (b).

☐ If this subsection (b) is checked, in order to be considered the surviving Spouse, the Participant and surviving Spouse must have been married for the entire one-year period ending on the date of the Participant's death. If the Participant and surviving Spouse are not married for at least one year as of the date of the Participant's death, the Spouse will not be treated as the surviving Spouse for purposes of applying the distribution provisions of the Plan.

(c) **Divorce of Spouse.** Unless elected otherwise under this subsection (c), if a Participant designates his/her Spouse as Beneficiary and subsequent to such Beneficiary designation, the Participant and Spouse are divorced, the designation of the Spouse as Beneficiary under the Plan is automatically rescinded as set forth under Section 8.05 of the Plan.

☐ If this subsection (c) is checked, a Beneficiary designation will not be rescinded upon divorce of the Participant and Spouse.

[***Note:*** *Section 8.05 of the Plan and this subsection (c) will be subject to the provisions of a Beneficiary designation entered into by the Participant. Thus, if a Beneficiary designation specifically overrides the election under this subsection (c), the provisions of the Beneficiary designation will control. See Section 8.05 of the Plan.*]

9-7 **QUALIFIED DISTRIBUTIONS FOR RETIRED PUBLIC SAFETY OFFICERS.**

Unless otherwise elected below, a Participant who is an eligible retired public safety officer may elect, after separation from service, to have qualified health insurance premiums deducted from amounts to be distributed from the Plan that would otherwise be includible in gross income, and to have such amounts paid directly to the insurer or group health plan. See Section 8.13 of the Plan.

☐ If this subsection is checked, a Participant who is an eligible retired public safety officer may **NOT** elect to have qualified health insurance premiums deducted from amounts to be distributed from the Plan.

9-8 **SPECIAL DISTRIBUTION RULES.**

☐ **Describe any additional distribution options or rules:** _____

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SECTION 10
MISCELLANEOUS PROVISIONS

10-1 **PLAN VALUATION.** The Plan is valued **annually**, as of the last day of the Plan Year. In addition, the Plan will be valued on the following dates:

Deferral	Match	ER	
☑	☐	☐	(a) **Daily.** The Plan is valued at the end of each business day during which the New York Stock Exchange is open.
☐	☐	☐	(b) **Monthly.** The Plan is valued at the end of each month of the Plan Year.
☐	☐	☐	(c) **Quarterly.** The Plan is valued at the end of each Plan Year quarter.
☐	☐	☐	(d) **Describe:** _____ [***Note:*** *The Employer may elect operationally to perform interim valuations.]*

10-2 **SPECIAL RULES FOR DETERMINING AMOUNT OF INCOME OR LOSS.** The following special rules apply in determining the amount of income or loss allocated to Participants' Accounts: _____

10-3 **HEART ACT PROVISIONS -- BENEFIT ACCRUALS.** The benefit accrual provisions under Section 15.05(b) of the Plan do not apply. To apply the benefit accrual provisions under Section 15.05(b) of the Plan, check the box below.

☐ **Eligibility for Plan benefits.** Check this box if the Plan will provide the benefits described in Section 15.05(b) of the Plan. If this box is checked, an individual who dies or becomes disabled in qualified military service will be treated as reemployed for purposes of determining entitlement to benefits under the Plan.

10-4 **OTHER SPECIAL RULES APPLICABLE TO THIS PLAN.** The following special rules, including the applicability of any vendor agreements, apply to this Plan: _____

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APPENDIX A
SPECIAL EFFECTIVE DATES

☐ A-1 **Eligible Employees.** The definition of Eligible Employee under AA §3 is effective as follows:

_____

☐ A-2 **Minimum age and service conditions.** The minimum age and service conditions and Entry Date provisions specified in AA §4 are effective as follows:

_____

☐ A-3 **Compensation definitions.** The compensation definitions under AA §5 are effective as follows:

_____

☐ A-4 **Employer Contributions.** The Employer Contribution provisions under AA §6 are effective as follows:

_____

☐ A-5 **Salary Deferrals.** The provisions regarding Salary Deferrals under AA §6A are effective as follows:

_____

☐ A-6 **Matching Contributions.** The Matching Contribution provisions under AA §6B are effective as follows:

_____

☐ A-7 **Retirement ages.** The retirement age provisions under AA §7 are effective as follows:

_____

☐ A-8 **Vesting and forfeiture rules.** The rules regarding vesting and forfeitures under AA §8 are effective as follows:

_____

☐ A-9 **Distribution provisions.** The distribution provisions under AA §9 are effective as follows:

_____

☐ A-10 **Miscellaneous provisions.** The provisions under AA §10 are effective as follows:

_____

☐ A-11 **Special effective date provisions for merged plans.** If any Code §457(b) plan has been merged into this Plan, the following provisions apply:

_____

☐ A-12 **Other special effective dates:**

_____

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APPENDIX B
LOAN POLICY

Use this Appendix B to identify elections dealing with the administration of Participant loans. These elections may be changed without amending this Agreement by substituting an updated Appendix B with new elections.

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

☑ (a) Yes

☐ (b) No

B-2 **LOAN PROCEDURES.**

☑ (a) Loans will be provided under the default loan procedures set forth in Section 13 of the Plan, unless modified under this Appendix B.

☐ (b) Loans will be provided under a separate written loan policy. [*If this subsection (b) is checked, do not complete the rest of this Appendix B.*]

B-3 **AVAILABILITY OF LOANS.** Participant loans are available to all Participants and Beneficiaries. Participant loans are not available to a former Employee or Beneficiary. To override this default provision, complete this AA §B-3.

☐ A former Employee or Beneficiary who has a vested Account Balance may request a loan from the Plan.

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

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

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

☐ (a) A Participant may have ____ loans outstanding at any time.

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

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

☐ (a) There is no minimum loan amount.

☑ (b) The minimum loan amount is $500.00.

☐ (c) The maximum loan amount is $_____.

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

☑ (a) The prime interest rate

☑ plus 1 percentage point(s).

☐ (b) Describe: _____

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

B-8 **PURPOSE OF LOAN.** The default loan policy under Section 13.02 of the Plan provides that a Participant may receive a Participant loan for any purpose. To modify the default loan policy to restrict the availability of Participant loans, complete this AA §B-8.

☐ A Participant may only receive a Participant loan under the following circumstances: _____

B-9 **APPLICATION OF LOAN LIMITS.** If Participant loans are not available from all contribution sources, the limitations under Code §72(p) and the adequate security requirements of the Department of Labor regulations will be applied by taking into account the Participant's entire Account Balance. To override this provision, complete this AA §B-9.

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☐ The loan limits and adequate security requirements will be applied by taking into account only those contribution Accounts which are available for Participant loans.

B-10 **CURE PERIOD.** The Plan provides that a Participant incurs a loan default if a Participant does not repay a missed payment by the end of the calendar quarter following the calendar quarter in which the missed payment was due. To override this default provision to apply a shorter cure period, complete this AA §B-10.

☐ The cure period for determining when a Participant loan is treated as in default will be _____ days (cannot exceed 90) following the end of the month in which the loan payment is missed.

B-11 **PERIODIC REPAYMENT – PRINCIPAL RESIDENCE.** If a Participant loan is for the purchase of a Participant's primary residence, the loan repayment period for the purchase of a principal residence may not exceed ten (10) years.

☐ (a) The Plan does not permit loan payments to exceed five (5) years, even for the purchase of a principal residence.

☐ (b) The loan repayment period for the purchase of a principal residence may not exceed _____ years (may not exceed 30).

☐ (c) Loans for the purchase of a Participant's primary residence may be payable over any reasonable period commensurate with the period permitted by commercial lenders for similar loans.

B-12 **TERMINATION OF EMPLOYMENT.** Section 13.10 of the Plan provides that a Participant loan becomes due and payable in full upon the Participant's termination of employment. To override this default provision, complete this AA §B-12.

☐ A Participant loan will not become due and payable in full upon the Participant's termination of employment.

B-13 **DIRECT ROLLOVER OF A LOAN NOTE.** Section 13.10(b) of the Plan provides that upon termination of employment a Participant may request the Direct Rollover of a loan note. To override this default provision, complete this AA §B-13.

☑ A Participant may **not** request the Direct Rollover of the loan note upon termination of employment.

B-14 **LOAN RENEGOTIATION.** The default loan policy provides that a Participant may renegotiate a loan, provided the renegotiated loan separately satisfies the reasonable interest rate requirement, the adequate security requirement, the periodic repayment requirement and the loan limitations under the Plan. The Employer may restrict the availability of renegotiations to prescribed purposes provided the ability to renegotiate a Participant loan is available on a non-discriminatory basis. To override the default loan policy and restrict the ability of a Participant to renegotiate a loan, complete this AA §B-14.

☐ (a) A Participant may **not** renegotiate the terms of a loan.

☐ (b) The following special provisions apply with respect to renegotiated loans: _____

B-15 **SOURCE OF LOAN.** Participant loans may be made from all available contribution sources, to the extent vested, unless designated otherwise under this AA §B-15.

☐ Participant loans will not be available from the following contribution sources: _____

B-16 **SPOUSAL CONSENT**. Spousal consent is not required for a Participant to receive a loan. To override this provision, complete this AA §B-16.

☑ Spousal consent is required to receive a Participant loan.

B-17 **MODIFICATIONS TO DEFAULT LOAN PROVISIONS.**

☐ The following special rules will apply with respect to Participant loans under the Plan: _____

[***Note:*** *Any provision under this AA §B-17 must satisfy the requirements under Code §72(p) and the regulations thereunder and will control over any inconsistent provisions of the Plan dealing with the administration of Participant loans.*]

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APPENDIX C
ADMINISTRATIVE ELECTIONS

Use this Appendix C to identify certain elections dealing with the administration of the Plan. These elections may be changed without re-executing this Agreement by substituting an updated Appendix C with new elections.

C-1 **ROLLOVER CONTRIBUTIONS.** Does the Plan accept **Rollover Contributions**? (See Section 3.05 of the Plan.)

☐ (a) No

☑ (b) Yes

☐ (c) Describe any special rules for accepting Rollover Contributions: _____

C-2 **QDRO PROCEDURES.** Do the **default QDRO procedures** under Section 11.06 of the Plan apply?

☐ (a) No

☑ (b) Yes

C-3 **SELF-DIRECTED INVESTMENTS.** Are Participants permitted to direct investments?

☐ (a) No

☑ (b) Yes

Specify Accounts:

- ☑ (1) All Accounts
- ☐ (2) Pre-Tax Salary Deferral Account
- ☐ (3) Roth Deferral Account
- ☐ (4) Matching Contribution Account
- ☐ (5) Employer Contribution Account
- ☐ (6) Rollover Contributions Account
- ☐ (7) Other: _____

☐ (c) Describe any special rules that apply for purposes of direction of investments: _____

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EMPLOYER SIGNATURE PAGE

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

☐ (a) The adoption of a **new plan**, effective _____ [*insert Effective Date of Plan*].

☑ (b) The **restatement** of an existing plan, effective 7-1-2016 [*insert Effective Date of Plan*].

(1) Name of Plan(s) being restated: City of Glenpool 457(b) Plan

(2) The original effective date of the plan(s) being restated: 7-1-2013

☐ (c) An **amendment** of the Plan. If this Plan is being amended, the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.

(1) Identify the section(s) of the Adoption Agreement being amended: _____

(2) Effective Date(s) of such changes: _____

[***Note:*** *It is recommended that the Employer consult with legal counsel before executing this Agreement.*]

City of Glenpool
(Name of Employer)

Timothy Lee Fox — Mayor
(Name of authorized representative) — *(Title)*

_____
(Signature) — *(Date)*

Employers should consult with legal counsel to ensure that the Plan meets applicable federal, state and local law requirements.

Employers who want the Internal Revenue Service to review their 457(b) plan document or consider any other document form issue may request a private letter ruling. See Revenue Procedure 2015-1 (or annual successor Revenue Procedure) for details. The IRS does not maintain a pre-approved plan program or a determination letter program for 457(b) plans.

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TRUSTEE DECLARATION

Effective date of Trustee Declaration: 7-1-2016

Trustee Investment Powers

☐ (a) **Discretionary**

☑ (b) **Nondiscretionary**

☐ (c) **No Trustee.** Plan is funded exclusively with custodial accounts, annuity contracts, and/or insurance contracts (see Section 12.12 of Plan)

☐ (d) **Determined under a separate trust agreement.**

Name of Trustee: _____

Title of Trust Agreement: _____

Address: _____

Description of any special Trustee powers: _____

Trustee Signature. By signing this Declaration, the Trustee agrees to the duties, responsibilities and liabilities imposed on the Trustee by the BPD and this Agreement.

Timothy Lee Fox
(Print name)

_____
(Signature of authorized representative) *(Date)*

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ACTION BY UNANIMOUS CONSENT OF GOVERNMENT ENTITY
RESTATEMENT OF QUALIFIED RETIREMENT PLAN

The undersigned as the persons entitled to make decisions on behalf of City of Glenpool ("Employer") hereby consent to the following resolutions:

WHEREAS, the Employer has maintained the City of Glenpool 457(b) Plan ("Plan") since 7-1-2013 for the benefit of eligible employees.

WHEREAS, the Employer has decided to restate the above-referenced Plan to comply with the requirements of the Pension Protection Act of 2006 (PPA), the Heroes Earnings Assistance and Relief Tax Act of 2008 (HEART Act), the Worker, Retiree, and Employer Recovery Act of 2008 (WRERA) and other applicable guidance.

WHEREAS, the Employer wishes to appoint Glenpool Mayor as Trustee(s) of the Plan.

NOW, THEREFORE, BE IT RESOLVED that the Employer hereby adopts the City of Glenpool 457(b) Plan as a complete restatement of the prior Plan, to be effective on 7-1-2016.

RESOLVED FURTHER that the Employer is authorized to execute the restated Plan document and perform any other actions necessary to implement the adoption of the Plan restatement. The Employer may designate any other authorized person to perform the actions necessary to adopt the Plan restatement. A copy of the Plan shall be retained in the business office of the Employer.

RESOLVED FURTHER that the Employer will act as administrator of the Plan and will be responsible for performing all actions necessary to carry out the administration of the Plan. The Employer may designate any other person or persons to perform the actions necessary to administer the Plan.

RESOLVED FURTHER that Plan participants shall be provided with a summary of the Plan provisions within a reasonable period of time following the adoption of the Plan.

Timothy Lee Fox, Mayor	**[Signature]**	**[Date]**
Momodou Ceesay, Vice-Mayor	**[Signature]**	**[Date]**
Patricia Agee, Councilor	**[Signature]**	**[Date]**
Brandon Kearns, Councilor	**[Signature]**	**[Date]**
Jacqueline Lund, Councilor	**[Signature]**	**[Date]**

APPENDIX A: to Pension Solutions, Inc., Administrative Services Agreement

City of Glenpool 457 Plan

ADMINISTRATION FEES AND FEES DISCLOSURE

I. EMPLOYER/SPONSOR PAID FEES

- **Installation/Conversion Services Fee - $500.00**. The Installation/Conversion Services Fee is a *one-time* fee that includes initial enrollment materials and preparation of the Plan document and Summary Plan Description. The Installation Service Fee also covers the data setup/transfer procedure.

- **Plan Administration Fees - $50.00 per quarter.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, applicable non-discrimination testing, compliance testing, preparation of required forms and related schedules, and participant statements. Plan Administration Fees are billed quarterly.

- **Loan Policy Implementation Fee - $125.00.** A *one-time* fee of $125.00 will be invoiced to the Employer for implementation of a loan policy and loan services.

- **Extraordinary Services - $85.00-$150.00 per hour for services rendered based on level of expertise.** No fees for Extraordinary Services are invoiced for work performed without authorization of the Employer/Sponsor or the Plan's designated Plan Administrator except for the following:

  - Extraordinary Service Fees will apply for the preparation of the necessary and appropriate extensions regarding the filing of IRS forms (if applicable) and calculation of penalties for late remittance of deferrals and associated excise tax return, if any. The minimum fee charged for such Extraordinary Services is $150.00 for the first hour worked. Services rendered outside the initial first hour will be invoiced at the hourly rates associated with the level of expertise required.

  - Pension Solutions reserves the right to charge a Rush Fee regarding any statutory filing if the information or funds necessary to prepare such filings are received less than four (4) weeks prior to the filing deadline. Rush Fees shall be assessed at a rate of $20.00 per plan participant, but shall not exceed $1,000.00 unless the number of plan participants exceeds 500 during the period for which the statutory filing is being prepared. If the number of plan participants exceeds 500, the applicable Rush Fee shall be no less than $2,000.00. The application of a Rush Fee shall not forfeit other applicable charges such as fees for extraordinary services.

  - Manual manipulation of census information submitted to Pension Solutions that is not contained in a Microsoft Excel spreadsheet or other electronic format compatible with Microsoft Excel. An hourly rate of $85.00 to manually enter census data, perform extensive modifications to submitted materials, or convert data into a format compatible with Microsoft Excel will be assessed and invoiced.

- As may be applicable to the Plan, Extraordinary Service Fees will apply for assisting independent third-parties conducting an annual audit of the Plan. The minimum fee charged for such Extraordinary Services is $250.00 for the first one and one-half hours worked. Services rendered outside the initial first one and one-half hours will be invoiced at the hourly rates associated with the level of expertise required.

- Transfer of the Plan to a funding successor or termination of the Plan will incur a Deconversion Fee of $200.00. This fee covers the cost of providing Plan records and acting as a liaison between the Plan Sponsor and the new funding provider.

- Actual fees and costs of attorneys, certified public accountants, and other professionals engaged to assist and/or represent PSI in the preparation or appearance of any proceeding, including, but not limited to, an administrative hearing, a federal or state court proceeding, or a proceeding before any government body or self-regulating body with jurisdiction to hear the subject matter as related to services provided by PSI pursuant to the Agreement for Administrative Services and this Appendix A.

Extraordinary Services for which authorization will be necessary include, but are not limited to: discretionary plan amendments, redetermination and preparation of annual employer report or participant statements due to client's error, unusual travel, overnight mailing or delivery service, termination fees other than Deconversion fees, and depositions. Plan documents must be restated from time to time and we will seek the employer's approval and disclose the fee prior to completing any restatement.

II. EMPLOYEE/PARTICIPANT PAID FEES

- **Plan Administration Fees - $7.00 per quarter for each Plan Participant and an annual fee of 0.35% of the Plan Assets.** Plan Administration Fees cover a portion of the costs associated with recordkeeping, communications, applicable non-discrimination testing, compliance testing, preparation of forms and related schedules, and participant statements. Plan Administration Fees are billed quarterly with the exception of an annual fee equal to 0.35% of the Plan assets, which amount (0.01458333% of Plan assets) is deducted on a semi-monthly basis from Plan assets (see Section III for additional details).

- **Transaction Based Fees .** Employee/Participant transaction based fees include the following:

  - Distribution Fee – $50.00 will be deducted from the participant's account to process a distribution.

  - Loan Fee - $125.00 will be deducted from the participant's account to process a loan.

- **Extraordinary Services - $105.00 per hour for services rendered.**

  - Review of Qualified Domestic Relations Order (QDRO) and related services are billed to the participant and/or deducted from participant's Account.

III. OTHER FEES AND INDIRECT FEES

- **Asset Management Fees**. Payments are received from Nationwide for various administrative functions which may include but are not necessarily limited to: preparing proposals, assisting in the enrollment process, processing transactions, training financial advisors, and communicating with Sponsors and/or Participants. This payment is paid from the Asset Management Charge or Asset Fee/Standard Asset Fee, as applicable to your Plan.

  These payments help cover administrative overhead costs. Without them the administrative costs of the Plan would be much higher. The payments are disclosed in the *Disclosure Statement* previously provided by Nationwide. Pension Solutions, Inc. is the Designee/Authorized Representative. The payments are typically stated as a percentage of assets.

  These payments are also disclosed on Nationwide's website:

  - Log in to the Internet Service Center at www.nationwide.com/planlogin
  - Manage Account
  - View Plan-Fee Disclosure
  - Select Third Party Compensation
  - Download PDF if Desired or Export to Excel

- **Incentive Payments.** Payments may be received from Nationwide based on agreed goals such as production, assets, and retention. This payment is indirect and is not deducted from Plan Participant assets.

- **Reproduction of Documents Fee – $0.25 per page**:

  - Hardcopies of Plan records provided upon request of Employer/Sponsor or Plan Administrator.
  - Hardcopies of Plan records requested or required during the performance of any Extraordinary Service.

Notes: Any changes to the fees disclosed herein will be communicated to the Plan Administrator and/or Plan Sponsor no later than sixty (60) days after the change becomes effective.

Pension Solutions, Inc. is not a tax advisor or a Plan Administrator as defined in Employee Retirement Income Security Act of 1974, nor is Pension Solutions, Inc. acting in a fiduciary capacity or as a fiduciary to the Plan, Plan Participants, Plan Administrator(s), Plan Trustee(s), or Plan Sponsor(s). In no way should the recommendations of Pension Solutions, Inc. be relied upon in lieu of the advice and counsel of the Plan's certified public accountant or attorney. Pension Solutions, Inc. does not provide legal advice, including advice with regard to Internal Revenue Code and related regulations (United State Federal Tax Law).

This document is intended to assist Plan Sponsors in complying with the regulations promulgated under Internal Revenue Code Section 408(b)(2).

Pension Solutions, Inc. is independent with respect to Nationwide Life Insurance Co., and its affiliates.

Any Employer paid fees may be deducted from the Plan's forfeiture and/or retainer accounts (to the extent available) or Participant accounts if invoices are not paid pursuant to Pension Solutions, Inc.'s *Overdue Invoice Policy*. This authority is derived from the Nationwide Program Agreement in the *Administrative Fees* section of the *Executive Summary*. This authority may also be found in Nationwide's *Appointment of Plan Sponsor's Authorized Representative* form.

Read and accepted on behalf of the Employer, City of Glenpool, Oklahoma, in its capacity as both Plan Sponsor and Plan Administrator by Employer's City Manager:

_____ Date:_____

Roger Kolman, City Manager

City of Glenpool
871-60154 Product Package

Prepared by:
Nationwide® Retirement Plans

Presented by:
Jim D. Duncan
Signator Investors, Inc.
June 1, 2016

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB, a division of Nationwide Bank. Nationwide Investment Services Corporation, member FINRA. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide, the Nationwide N and Eagle and Nationwide is on your side are service marks of Nationwide Mutual Insurance Company. © 2016

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PNM-3222AO (04/16)

Welcome.

We know that you have many choices when it comes to your group retirement plan provider. Thank you for choosing Nationwide® as your retirement provider. Enclosed you will find all the necessary documents that need to be signed. Signing these documents will get you closer in the establishment of your Retirement Plan.

Please return documents to:
Nationwide® Retirement Plans
Attn: *Chris Lattig*
10 W. Nationwide Boulevard
Attn: 05-04-201V New Business
Columbus, OH 43215

For questions contact *Chris Lattig* - Your Implementation Manager at *(614) 435-6931*

Nationwide®
is on your side

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Please review all enclosed documents and sign where indicated.

Document indicated in this color require selection(s) or signature

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- Acceptance Agreement – Product

Nationwide® Retirement Plans
Highlights for:
871-60154 City of Glenpool 457(b) Retirement Plan

Product Highlights

The information listed below offers an overview of the products and services you have selected for your Plan. There is detailed information about each item in the following legal documents.

Nationwide® Investment Platform

Nationwide Retirement Innovator Advantage® — offers more than 400 Mutual funds from over 60 fund families.

Products and services added to this plan:

- **Fund Window**
  - Allows participants access to hundreds of investment options with no additional charge
- **Managed Account Services**
  - Gives the participant the opportunity to hand the investment decisions to a Registered Investment Advisor for a fee
  - No additional charge to Plan Sponsor, only participants that elect the service will be assessed a fee
- **Nationwide Fixed Select Contract®**
  - A group annuity contract issued by Nationwide Life Insurance Company that offers a competitive quarterly interest rate, features an interest rate that will not go below 0%, and allows participants the ability to exchange into and out of the contract.
  - 1.65% Net Rate 04/01/2016 - 06/30/2016
- **Morningstar 3(21)***
  - A service designed to provide the means to develop a diversified investment menu for 'the Plan' that is appropriate for the Plan and its participants. This service also contains features such as the quarterly and annual Morningstar monitoring reports that demonstrate the prudent selection and ongoing monitoring of Morningstar as a plan fiduciary.
  - 3(21) Plan Lineup Selected: Standard

* Morningstar® 3(21) Fiduciary Services provided by Morningstar Associates, LLC. Neither Nationwide nor any of its affiliates are related to, or affiliated with Morningstar. Nationwide is not responsible for Morningstar's content.

Expenses

The following expenses are applicable to your plan. There is detailed information about each item in the legal documents that follow. Additional Administrative Fees paid to your Administration Firm may apply. Please refer to all legal documents for additional information on all applicable expenses.

Termination Fee	No Termination Fee Applies
Account Fee	$0 - The plan has elected no Custodial Services.
Nationwide Asset Fee	0.70%
Financial Advisor Commission Cost	0.40%
Total Asset Fee	1.10%

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB, a division of Nationwide Bank. Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.

Administrative Fee	0.35%	for the funds made available through the Fund Access Schedule
	0.35%	for the Nationwide Fixed Select Contract®

The Nationwide Group Retirement Series includes unregistered group fixed and variable annuities and trust programs. The unregistered group fixed and variable annuities are issued by Nationwide Life Insurance Company. Trust programs and trust services are offered by Nationwide Trust Company, FSB, a division of Nationwide Bank. Nationwide Investment Services Corporation, member FINRA. In MI only: Nationwide Investment Svcs. Corporation. Nationwide Mutual Insurance Company and Affiliated Companies, Home Office: Columbus, OH 43215-2220.

Nationwide and the Nationwide N and Eagle are service marks of Nationwide Mutual Insurance Company.

Nationwide® Retirement Plans

Nationwide Retirement Innovator Advantage Program Agreement ("Agreement")

This Agreement, including the following Schedules;

- QDIA / Default Fund Selection Schedule
- Redemption Fee Schedule
- Administration Firm Schedule
- Fund Access Schedule
- Managed Account Services Schedule
- Report Schedule
- Termination Schedule
- Disclosure Schedule
- Fund Disclosure Schedule

is made between **City of Glenpool** ("Plan Sponsor") and Nationwide Trust Company, FSB a division of Nationwide Bank as **Custodian** ("Nationwide") pursuant to the **City of Glenpool 457(b) Retirement Plan** ("Plan") to establish the **Custodial Account** for **City of Glenpool 457(b) Retirement Plan** ("Account").

The Plan Sponsor appoints **Pension Solutions, Inc.** as the Administration Firm to fulfill the duties as described in this Agreement.

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to be tax-exempt 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 Plan Sponsor represents and warrants that the Employer of those individuals eligible to participate in the Plan is a state, political subdivision of a state, or an agency or instrumentality of either.

EXECUTIVE SUMMARY

PURPOSE

The Executive Summary provides details about fees, features of the Account and includes additional options which the Plan Sponsor may elect to include in the Account.

FUND WINDOW ACCESS

If the Plan Sponsor elects to make Fund Window, as described in the Definitions and Fund Access Schedule, available to all Plan Participants, the box below **must** be checked.

☒**Plan Sponsor elects to offer Fund Window.**

ASSET FEES

The Asset Fee(s) below, payable to Nationwide, applies to all Funding Vehicle(s), excluding Uninvested Cash, the FDIC Insured Account or any applicable Group Annuity Contracts. The annual Asset Fee is as follows:

1.10 % for Fund(s)

The Asset Fee(s) has been determined by the following information reported to Nationwide:

Total expected deposits prior to the first Agreement Anniversary ("Expected Deposits"): $150,000.00
Current number of Participants with a balance: 10
Initial Average Participant Balance: $15,000.00

Refer to the Fund Access Schedule for further information regarding the calculation, modification and payment of the Asset Fee(s).

The Asset Fee for each Funding Vehicle as applicable shall be reviewed and reduced, if appropriate, when the Asset Balance is $1,000,000 or greater on the last Business Day of the Period for two consecutive Periods. The initial Period shall begin on the date of the first deposit and shall end on the last Business Day of the second month following the month in which the first deposit is received. All subsequent Periods shall be three calendar months and end on the last Business Day of the third month in that Period. Such reduction in the Asset Fee shall be made within ten (10) Business Days. The Average Participant Balance shall be determined by dividing the Asset Balance on the last Business Day of the second consecutive Period in which the Asset Balance is $1,000,000 or greater ("Second Period") divided by the number of Participants with a balance greater than zero on the last Business Day of the Second Period. Once such modification is made, no further reductions shall be applicable.

The Asset Fee(s) will be modified according to the Asset Fee Table below when applicable:

Asset Fee Table

Average Participant Balance $25,000 or greater	Average Participant Balance less than $25,000
Asset Fee for Fund(s)	
0.40%	0.50%

EXECUTIVE SUMMARY

PARTICIPANT FEE

A Participant Fee of $2.00 will be deducted monthly from each Participant account with a balance greater than zero. This fee will be reduced to $0.00 after the Asset Balance is $1,000,000 or greater for two consecutive Periods. Such reduction shall be made within ten (10) Business Days of the end of the second Period. The Participant Fee shall be paid to Nationwide Life Insurance Company for the cost of Participant recordkeeping expenses incurred by Nationwide.

EXECUTIVE SUMMARY

ACCOUNT FEE

No Custodial Reporting. No Annual Custodial Account Fee applies. The Plan Sponsor acknowledges that Nationwide is under no obligation to prepare any reports, but may do so at its sole discretion at the request of the Plan Sponsor or its Administration Firm and upon receipt of a minimum fee of $200. Requested reports are not the same as those provided with Nationwide's Annual Custodial Reporting service and will not include information necessary for completion of the Form 5500, if applicable, or to assist with audits for larger plans. If the Plan Sponsor decides at a later date to choose the Annual Custodial Reporting option, annual custodial reports will be provided only from that date forward, and will not be provided for periods prior to the change in reporting levels.

EXECUTIVE SUMMARY

TERMINATION FEE

No Termination Fee is applicable to the Account.

ADMINISTRATIVE FEES

The Plan Sponsor has authorized the Administration Firm to receive checks from Nationwide® made payable to the Administration Firm, withdrawn from any Funding Vehicle(s) held in the Account. Such checks will be for the sole purpose of providing payment of Plan administration service fees for services rendered by the Administration Firm to the Plan. Nationwide shall accept the Administration Firm's direction as to the fees to be withdrawn.

If the Plan Sponsor has authorized the Administration Firm to receive payment for administrative services rendered to the Plan by a daily expense charge against the unit value and/or by a reduction in the interest rate to be credited to Funding Vehicle(s) in the Account, as applicable,

Such daily expense charge and/or reduction in the interest rate shall be the equivalent of:

0.35%per annum for the Funds made available through the Fund Access Schedule

0.35%per annum for the Nationwide Fixed Select Contract

PLAN SPONSOR AUTHORIZATION

Plan Sponsor authorizes Nationwide to share information with necessary parties in order to access Plan and Participant information, including, but not limited to, fund balances, transaction histories, and Funding Vehicle allocations. Further, Plan Sponsor authorizes that the Nationwide Money Market Fund (Fund Code: NMZA) shall be utilized as the forfeiture/retainer account unless Plan Sponsor notifies Nationwide of an alternative Funding Vehicle to be utilized as the forfeiture/retainer account.

DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND

Please Complete Section

Case Number: 871-60154 Case Name: City of Glenpool

STEP 1: Select **either** Default Suspense Fund or Qualified Default Investment Alternative (QDIA)/Default Suspense Fund

☐ Default Suspense Fund

Or

☐ QDIA/Default Suspense Fund

STEP 2: Select **one** of the two funding options below:

Option 1: Please complete all fields. Information can be found within the Fund Selection Schedule.

Balanced/Other Fund

Fund Name	Fund Code	VRU Code
_____	_ _ _ _	_ _ _ _

OR

Option 2: Please complete the following 3 steps.

Targeted Retirement Date Fund Group

Step 1 Provide Normal Retirement Age: _____ (must be whole number)

Step 2 Provide Rounding Method **(please choose one):**

☐ Round year up to the more aggressive fund

☐ Round year down to the more conservative fund

☐ Select the fund nearest the year the participant will reach the Normal Retirement Age

Step 3 **Select one Target group. For a full listing of all funds available in the fund group, please see below.**

Select	Fund Group	Name
☐	NRA	Nationwide Targeted Destination Funds

DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND

Targeted Retirement Date Fund Groups:

Please note by adding a group, you are adding ALL funds in that group.

Fund Name	Fund Code	VRU Code
Fund Group NRA		
NW Dest 2010 A	NWAA	2047
NW Dest 2015 A	NWBA	2048
NW Dest 2020 A	NWCA	2049
NW Dest 2025 A	NWDA	2050
NW Dest 2030 A	NWEA	2051
NW Dest 2035 A	NWGA	2052
NW Dest 2040 A	NWHA	2053
NW Dest 2045 A	NWIA	2054
NW Dest 2050 A	NWJA	2055
NW Dest 2055 A	VBZA	2883
NW Dest 2060 A	CVXA	4951
NW Rtrmt Inc A	NWKA	2056

QDIA/Default Fund Disclosures

As Plan Sponsor, I authorize Nationwide Trust Company, FSB, a division of Nationwide Bank or Nationwide Life Insurance Company ("Nationwide") to allocate the plan participant's contributions to the QDIA/Default Suspense Fund identified above.

Deposits received by Nationwide on behalf of participants must have a Social Security Number to be processed. All deposits received by Nationwide for a participant that does not have an established investment mix will be automatically allocated to the QDIA/Default Suspense Fund within the applicable participant account within three business days.

The QDIA/Default Suspense Fund must be a designated variable fund for the plan. If the fund I select as the QDIA/Default Suspense Fund is not also selected on the Fund Selection Schedule or on Exhibit A of the Morningstar 3(21) Fiduciary Services Agreement, as applicable, I understand that this form will be used as my request and authorization to add the fund as a designated fund to my plan. However, if Morningstar 3(21) Fiduciary Services is elected and the selection of the QDIA/Default Suspense Fund on this form is not consistent with Morningstar's directions, Nationwide will request clarification and/or further instruction. Nationwide reserves the right to delay establishing the Plan on Nationwide's recordkeeping system until all necessary forms have been received in good order. Due to possible market value adjustments and other restrictions, the fixed contracts are not available as a Default Suspense Fund option. The FDIC Insured Account is not available as a Default Suspense Fund option.

I understand if Collective Investment Funds ("CIF") are not an option currently available to my plan, and a CIF is selected as the QDIA/Default Suspense Fund above, additional paperwork will be required by Nationwide to add this option and the QDIA/Default Suspense Fund will not be established until additional paperwork is received by Nationwide in good order.

Nationwide Target Destination Funds are part of the Nationwide Funds Group and are affiliated with Nationwide. Nationwide Funds distributed by Nationwide Fund Distributors LLC, Member FINRA. 1200 River Road, Suite 1000, Conshohocken, Pa. 19428.

It is my responsibility as Plan Sponsor to provide each eligible employee with initial and annual notices as specified in DOL Reg. 2550.404c-5(c)(3). Notice should be provided at least 30 days in advance of the date of plan eligibility or at least 30 days in advance of the date of any first investment in a QDIA. Alternatively, notice may be provided on or before the date of plan eligibility provided the participant has the opportunity to make a permissible withdrawal within the first 90 days following investment in the QDIA pursuant to Internal Revenue Code 414(w). Thereafter, I am responsible for providing notice within a reasonable period of time of at least 30 days in advance of each subsequent plan year.

DEFAULT FUND SELECTION SCHEDULE
QDIA/DEFAULT SUSPENSE FUND

It is my responsibility as Plan Sponsor to notify the participant(s) of the circumstances under which deposits have or will be allocated to the QDIA/Default Suspense Fund, and to provide the participant(s) with adequate information and procedures to transfer funds from the QDIA/Default Suspense Fund and/or to select alternate investment options for future allocations. If the participant(s) does not provide instruction to Nationwide to transfer funds from the QDIA/Default Suspense Fund and/or change investment options for future allocations, pursuant to established procedures, all deposits will continue to be invested in the QDIA/Default Suspense Fund.

In the event of a fund merger by the fund house offering the fund I have selected, I authorize Nationwide to change the QDIA/Default Suspense Fund to the merged fund designated by the participants of the fund and/or the fund house.

I have reviewed and I understand the mutual fund payment and expense ratio information that is found in the Program Agreement.

It is my responsibility as plan fiduciary or my delegate's, as applicable, to prudently select and monitor any QDIA/Default Suspense Fund. Therefore, it is my responsibility as plan fiduciary or my delegate's to know the requirements of the QDIA regulations and choose the QDIA/Default Suspense Fund most appropriate for the participants of the plan. For a full list of the requirements, please visit: http://www.dol.gov/ebsa/regs/fedreg/final/07-5147.pdf .Nationwide is not responsible or liable for the selection of such QDIA/Default Suspense Fund and has merely provided facts requested by the plan fiduciary or its delegate. The facts provided should not be construed to provide any endorsement of or opinion on the appropriateness of a fund or portfolio for the participants of a particular plan.

REDEMPTION FEE SCHEDULE

A redemption fee is a fee charged by the fund house to a participant who trades in and out of a fund within a specified time frame. This fee is reinvested back into the fund to offset the increase in trade costs. The information contained in this Schedule does not replace the information you can find in the prospectus. Certain transactions may be exempt from redemption fees. Refer to the prospectus for specific details and for the most current information regarding the applicability of redemption fees.

Fund Code	Fund Name	Ticker Symbol	Redemption Fee Percentage	Duration (in days)
YAFA	AMGMgrs Ycktmn Focs Svc	YAFFX	2.00%	Assets held less than 60 days
SRGA	Dtsch RREEF GlblRelEsSec A	RRGAX	2.00%	Assets held less than 15 days
SRRA	Dtsch RealEst Sec A	RRRAX	2.00%	Assets held less than 15 days
LIOA	Lazard Intl Strat Eq Open	LISOX	1.00%	Assets held less than 30 days

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Fund Disclosure Schedule

PROGRAM AGREEMENT

ARTICLE I - PURPOSE

The Plan Sponsor adopts this Agreement on behalf of the Plan and represents and warrants that the Plan is intended to be tax-exempt 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 Plan Sponsor represents and warrants that the Employer of those 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 custodial account or trust fund, as applicable, established herein to hold the assets of the Plan.

Agreement Year - The first Agreement Year will extend between twelve (12) and thirteen (13) months, beginning on the date of first deposit or transfer through the last day of the same month in the following calendar year. All other Agreement Years will extend twelve (12) months.

Asset Balance - The sum of any amounts held in Funding Vehicle(s) (excluding Uninvested Cash).

Benefit Payment - A distribution that is permitted by the Plan on behalf of a Participant.

Business Day - A day on which Nationwide and New York Stock Exchange are both open for business.

Cash Account - The account maintained by Nationwide or with another financial services firm in which Nationwide will deposit cash contributions awaiting investment.

Cash Processing Fee - The fee charged by Nationwide as a percentage of the average Uninvested Cash balance, for performing services according to the terms of the Cash Processing Provision which includes, but is not limited to, the costs associated with processing incoming cash.

Designated Funds - Funds which are individually selected by the Plan Sponsor or Plan Administrator per Written Instruction(s) to Nationwide.

Effective Date - The date on which the Account is created by Nationwide's acceptance of cash or other assets on behalf of the Plan Sponsor. Prior to the Effective Date, Nationwide shall have no responsibility hereunder.

Employer(s) - The employer(s) of the Participants in the Plan.

Exchange(s) - Purchases and Redemptions from one Funding Vehicle to another Funding Vehicle available in the Account.

Fund(s) - Mutual funds or collective investment funds made available in accordance with this Agreement.

Fund Window - A collection of Funds, excluding collective investment funds and certain other mutual funds, that are not individually selected by the Plan Sponsor or Plan Administrator as Designated Funds but which may be made available for investment at the direction of the Plan Sponsor or Plan Administrator.

Funding Successor - The Plan's trustee or custodian, any successor plan's trustee or custodian or any financial institution providing a Funding Vehicle(s) to 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 Nationwide, (iv) Uninvested Cash as described in the Cash Processing Provision,

or (v) any other investment vehicle(s) mutually acceptable to Nationwide and the Plan Sponsor or Plan Administrator via an amendment to this Agreement or separate schedule.

Group Annuity Contract - Any group annuity contract issued by Nationwide Life Insurance Company, if applicable.

Key Employee - Any individual considered a key employee for purposes of Section 416 of the Code. If an individual is considered to be a Key Employee at any time during the term of this Agreement, the individual will always be considered a Key Employee for purposes of this Agreement.

Money Market Fund - A fund that invests in short term debt instruments. The Money Market Fund may be sponsored by Nationwide or a Nationwide affiliate.

Officer - Any individual considered an officer for purposes of Section 416 of the Code. If an individual is considered to be an Officer at any time during the term of this Agreement, the individual will always be considered an Officer for purposes of this Agreement.

Original Signature - An authentic, hardcopy, non-reproduced signature of the Plan Sponsor or Plan Administrator or Administration Firm.

Owner - Any party who (1) owns (or is considered as owning within the meaning of Section 318 of the Code) more than ten (10) percent of the outstanding stock of an employer which is a corporation or stock possessing more than ten (10) percent of the total combined voting power of all stock of such a corporation; or (2) owns more than ten (10) percent of the capital or profits interest in an employer which is not a corporation. For purposes of this definition, the constructive ownership rules of Section 416(i)(1(B)(iii) of the Code shall apply. If an individual is considered to be an Owner at any time during the term of this Agreement, the individual will always be considered an Owner for purposes of this Agreement.

Participant - A person for whom benefits are provided under this Agreement, in accordance with the Plan.

Plan Administrator - For plans subject to the fiduciary responsibility requirements of ERISA, the person designated by the Plan Sponsor or in the Plan as the named fiduciary for purposes of ERISA. Any such person may execute this Agreement, and, by executing the Agreement, such person represents to Nationwide that it is a named fiduciary as that term is used in Section 402(a) of ERISA. For all other plans, the party, if any, designated by the Plan Sponsor or in the Plan to serve as the Plan Administrator.

Purchase - The investment in a Funding Vehicle of a contribution, exchange, rollover, incoming transfer deposit, loan repayment, allocated earnings or other such transactions where permitted by the Plan.

Redemption - The sale of a Funding Vehicle for a cash Benefit Payment, exchange, payment of administrative expenses or fees, or other such transactions where permitted by the Plan.

Required Format - Acceptable format for submitting information to Nationwide as prescribed by Nationwide and on transaction forms prescribed by Nationwide.

Signature - Either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

Special Trustee - Where a plan is subject to ERISA, appointed by the Plan Sponsor, the sole responsibility of the Special Trustee is to collect contributions the Employer owes to the Plan. No other Trustee has any duty to ensure that the contributions received comply with the provisions of the Plan or is obliged to collect any contributions from the Employer. No Trustee,

other than the Special Trustee, is obliged to ensure that funds deposited are deposited according to the provisions of the Plan. The Special Trustee must accept its position and agree to its obligations hereunder.

Successor - The trustee or custodian appointed by the Plan Sponsor who succeeds Nationwide.

Transfer - The redemption of a Funding Vehicle to provide payment to a Funding Successor or any payment arising out of a Plan termination, a partial Plan termination, or an event which results in a fifteen (15) percent or greater reduction in the number of Participants in the Plan as a result of action taken by the Plan.

Trust - The trust, if any, established to hold the assets of the Plan.

Trustee - The named Trustee, if any, of the Trust.

Uninvested Cash - Cash received by Nationwide without Written Instructions in the Required Format, which is deposited in the Cash Account and invested in a money market mutual fund unrelated to Nationwide.

Written Instruction(s) - Any notices, instructions or other instruments required to be in writing with Signature (or Original Signature, where so indicated) from Nationwide, Plan Sponsor or Plan Administrator or the designated Administration Firm. Written Instructions 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.

ARTICLE III - THE ACCOUNT

The Plan Sponsor hereby authorizes Nationwide to take any action required to establish and maintain any Funding Vehicle(s) designated by the Plan Sponsor under this Agreement. The Plan Sponsor advises Nationwide that the Account shall be funded as described herein.

Nationwide 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, with the exception of the FDIC Insured Account, are not insured by the Federal Deposit Insurance Corporation ("FDIC"), are not deposits or other obligations of Nationwide and are not guaranteed by Nationwide. The value of the Account is subject to investment risks, including possible loss of principal. Nationwide agrees to hold and administer the Account in accordance with this Agreement. To the extent permitted by the Plan, Nationwide, at the direction of the Plan Sponsor or Administration Firm, shall accept an eligible rollover distribution and/or eligible direct rollover under the then applicable sections of the Code. If the plan is subject to ERISA, the Plan Sponsor has agreed to appoint a Special Trustee whose sole responsibility is to collect delinquent contributions to conform with the Department of Labor's Employee Benefit Security Administration Field Assistance Bulletin (FAB) 2008-01. No other Trustee, including Nationwide shall have any duty to ensure the contributions are timely deposited or is obliged to ensure the funds are deposited according to the provisions of the Plan. Nationwide shall continue to administer the Account in accordance with this Agreement until its obligations are discharged and satisfied.

ARTICLE IV - GENERAL ADMINISTRATIVE RESPONSIBILITIES OF NATIONWIDE

Nationwide is authorized to take any action set forth below with respect to the Account:

Accept instructions in the Required Format from the Plan Sponsor or Administration Firm regarding the allocation, distribution or other disposition of the assets of the Account and all matters relating thereto;

Nationwide is a federal savings bank that is regulated by the Office of the Comptroller of Currency. As such it may cause any portion or all of the Account to be issued, held, or registered in the individual name of Nationwide, 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 Nationwide shall indicate the true ownership of such property);

Employ such agents and counsel; including legal counsel, as Nationwide determines to be reasonably necessary to perform its obligations hereunder with respect to the administration of the Account, to handle controversies that may arise under the 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 Plan Sponsor;

Commence, maintain, or defend any litigation necessary in connection with the administration of the Account, except that Nationwide 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 in accordance with the Cash Processing Provision;

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 Plan 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 Plan Sponsor, all proxies that are returned by the Plan Sponsor; and abstain from voting proxies that are not returned by the Plan Sponsor; and

Take all other acts necessary for the proper administration of the Account.

ARTICLE V - INVESTMENT RESPONSIBILITY

Nationwide 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 Nationwide shall be allocated in accordance with Written Instructions. Nationwide does not warrant or guarantee the performance of any Funding Vehicle(s) selected by the Plan Sponsor or Participants.

The Plan 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. Nationwide 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. Nationwide shall have no duty to review, initiate action, or make recommendations regarding the Account or its investments.

The Plan 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). Nationwide shall transmit such communications to the Plan Sponsor. Nationwide 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).

Nationwide shall not be liable for any loss which results from the exercise of investment control by a Plan 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 Plan Sponsor, or its designee, shall direct the investment of the Participant's account. In the event that Nationwide fails to receive directions from the Plan Sponsor for the investment of any portion of the Account, Nationwide shall be deemed to have received instructions to invest such funds in accordance with the Cash Processing Provision.

No one providing investment advice to the Plan, Plan Sponsor, Participant or other party is acting as an agent of Nationwide.

ARTICLE VI - CASH PROCESSING PROVISION

Plan Sponsor authorizes Nationwide to invest Uninvested Cash of the Account in investment vehicle(s) of a financial services firm unrelated to Nationwide. Interest will be credited on such amounts at a daily rate as determined by the unaffiliated financial services firm, less the Cash Processing Fee, which is the annual effective rate of 0.50%.

The Uninvested Cash may remain invested for a period not to exceed thirty (30) days while Nationwide is awaiting Written Instructions. After thirty (30) days, the Uninvested Cash and all accrued interest will be moved to a Plan retainer account and invested in a Money Market Fund, unless another investment in the Account is specifically selected by the Plan Sponsor.

Each Business Day, Nationwide will invest the available daily closing balance in the Cash Account. Such investment will be specifically segregated for the benefit of such plans and free of any liens and encumbrances.

Interest will accrue daily on Uninvested Cash beginning on the second (2nd) Business Day following its receipt. The interest accrued will be allocated to each Plan which has Uninvested Cash held in the Cash Account on a pro rata basis, based on average cash held in the Cash Account. Each Plan's allocation of accrued interest will then be allocated appropriately to each Participant or Plan account. Any such interest allocated to the account of a Participant will be invested in accordance with the investment allocation of that Participant unless otherwise directed by the Administration Firm. Such interest allocated to other Plan accounts will be invested in a Money Market Fund unless otherwise directed by the Plan Sponsor or Plan Administrator.

The Cash Processing Fee percentage is deducted from the gross return of the investment vehicle prior to the crediting of interest to the Account. The Cash Processing Fee is the dollar amount obtained by multiplying the Cash Processing Fee percentage by the average daily balance of the assets held in the Cash Account and by the number of Business Days the assets have been in the Cash Account.

Amounts for outgoing disbursements will be held in a non-interest bearing account at a financial services firm unrelated to Nationwide until the instrument related to such disbursement is presented to the outside financial services firm for payment.

ARTICLE VII - LOANS

To the extent permitted under the Plan and applicable law, Nationwide will forward loan disbursements as directed by the Administration Firm via Written Instructions. The Plan Sponsor, or other fiduciary of the Plan, shall be responsible for the approval and administration of any such loans. The Plan Sponsor acknowledges that all loan obligations should be made payable to the Plan and the Plan retains all lending responsibility. Nationwide 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 VIII - ACCOUNT RECORDS AND REPORTS

Nationwide 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 Plan Sponsor and Administration Firm. The Plan Sponsor may, within sixty (60) days of the date Nationwide mails or otherwise delivers any report to the Plan Sponsor or Administration Firm, object to any aspect of the report. If no objection is raised within such sixty (60) day period the report(s) will be conclusive, and the Plan Sponsor shall agree to bear any loss or expense that may arise as a result of changes in the processing of transactions for the period covered by the report, including the administrative expenses of Nationwide. In the event the Plan Sponsor objects to any aspect of the report within such sixty (60) day period,

the preceding sentence will apply with respect to those portions of the report for which no objection was raised. Nationwide will either make an adjustment in the report or provide the Plan Sponsor with an explanation of the item(s) that is the basis for the objection without making an adjustment in the report. Nationwide is under no obligation to make adjustments to any reported information that relates to events occurring twelve (12) or more months prior to the date of such report.

ARTICLE IX - FIDUCIARY RESPONSIBILITIES AND LIABILITIES

Nationwide may rely upon any information provided by the Plan Sponsor or Administration Firm. The Plan Sponsor, and all other service providers and 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. Nationwide shall not be required by the Plan Sponsor or an Administration Firm to engage in any action, or make any investment which constitutes a prohibited transaction or is otherwise contrary to the provisions of applicable law, ERISA, the Code, or the terms of the Plan, the Trust, if any, or this Agreement.

Nationwide shall be responsible only for those functions which have been assigned to it under this Agreement and shall have no discretion, authority or control over the management of the plan, nor any responsibility to perform any duty of the Plan Sponsor, or other fiduciary, required by the Plan or by law. Nationwide shall have no duty to determine the rights or benefits of any person having or claiming an interest under the Plan or this Agreement.

It is understood that the Plan Sponsor and other Plan fiduciaries must discharge their duties with respect to a plan solely in the interest of the participants and beneficiaries and with the care, skill, prudence and diligence under the circumstances then prevailing that a prudent man acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of like character and like aims.

Except as otherwise provided in the Agreement, including any schedules thereto, any action to be taken by Nationwide under the Agreement shall be taken upon Written Instruction from the Plan Sponsor or Administration Firm. Nationwide 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 - 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 Plan 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, that: a) each condition of a for-profit Plan Sponsor for any plan year may be conditioned upon its being deductible by the Plan Sponsor for the fiscal year in which (or for which) such contribution was made, and, to the extent disallowed as a deduction under Section 404 of the Code, such contribution may, if the Plan Sponsor so requests and to the extent the Funding Vehicle(s) permits, be returned by Nationwide to the Plan Sponsor within one (1) year after the final disallowance of the deduction by the Internal Revenue Service or the courts; and b) a contribution by a Plan 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 Plan Sponsor or Participant as soon as administratively feasible, if the Plan Sponsor so requests and the Funding Vehicle(s) permits.

ARTICLE XI - LIMITATION OF LIABILITY

To the extent permitted by applicable law, Nationwide 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 XII - RELIANCE ON COUNSEL AND INDEMNIFICATION

Nationwide may consult with, and act upon the advice of counsel (who may be counsel for the Plan Sponsor), regarding its responsibilities under this Agreement. To the extent permitted under applicable law, the Plan Sponsor shall indemnify and hold harmless Nationwide, 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 Nationwide; Nationwide's action or inaction with respect to the Plan or Account resulting from reliance on the action or inaction of unrelated persons;

Any violation by any unrelated person of the provisions of ERISA, the Code or applicable laws, unless Nationwide commits a breach of its duties by reason of its gross negligence or willful misconduct;

Any decision by the Plan Sponsor, any Participant or any other fiduciary to acquire, retain, or dispose of any security or other property of the Account, or any failure by the Plan to satisfy the requirements of ERISA Section 404(c), if applicable;

Any violation or breach by a fiduciary or other person associated with the Plan which occurred prior to the Effective Date; or

Nationwide'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 and solely attributable to Nationwide 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 or ERISA by the Plan Sponsor, any fiduciary of the Plan, an Administration Firm, and their agents, employees and officers under this Agreement or otherwise related to the administration of the Account. Nationwide 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 XIII - NATIONWIDE'S USE OF AFFILIATED COMPANIES

Nationwide 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, including the Cash Processing Provision, may include mutual funds or other investments advised by affiliates of Nationwide. The investment advisors of such investments may be affiliates of Nationwide and may derive investment management and other fees for services provided.

ARTICLE XIV - NATIONWIDE'S COMPENSATION AND EXPENSES

Nationwide will be compensated for services at rates described in the Executive Summary of this Agreement. Nationwide may receive additional reasonable compensation for any extraordinary services or computations required as agreed upon by the Plan Sponsor and Nationwide in advance. Nationwide may withdraw amounts from the Account for its compensation, and for any expenses as described herein, unless such amounts are paid by the Plan Sponsor within sixty (60) days after mailing of a written billing by Nationwide.

PROGRAM AGREEMENT

ARTICLE XV - TAXES

Until advised to the contrary by the Plan Sponsor, Nationwide shall assume that the Account is exempt from federal, state, local and foreign income taxes. Nationwide shall not be responsible for filing any federal, state, local or foreign tax and informational returns relating to the Plan or Account other than informational returns required as a result of any distribution from the Account.

Nationwide shall notify the Plan Sponsor of any taxes levied upon or assessed against the Account. If Nationwide does not receive Written Instructions within thirty (30) days of such notification, Nationwide will pay the tax from the Account. If the Plan Sponsor wishes to contest the tax assessment, it must give appropriate Written Instructions to Nationwide within thirty (30) days of notification. Nationwide shall not be required to bring any legal actions or proceedings to contest the validity of any tax assessments unless Nationwide is to be indemnified to its satisfaction against loss or expense related to such actions or proceedings, including reasonable attorneys' fees.

ARTICLE XVI - AMENDMENT

Nationwide may amend the Agreement at any time by providing written notice to the Plan Sponsor or Plan Administrator not less than sixty (60) days prior to the effective date of such change. See the Fund Access Schedule for amendment provisions applicable to potential changes to the Plan's Designated Funds, Fund Window, or available Funds under this Agreement. Additionally, please reference the Disclosure Section of the QDIA / Default Fund Selection Schedule for amendment provisions applicable to potential changes to any of the options contained in that Schedule.

No person except for an authorized officer has the legal capacity to change this Agreement otherwise, or to bind Nationwide to other commitments not covered within this Agreement.

ARTICLE XVII - RESIGNATION, REMOVAL AND TERMINATION

Nationwide may resign at any time after providing at least thirty (30) days notice via Written Instructions to the Plan Sponsor. The Plan Sponsor may remove Nationwide 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 Nationwide, unless Funding Vehicle provisions specify otherwise. Notwithstanding the foregoing, Nationwide may retain responsibilities per the terms of this Agreement over assets remaining at Nationwide 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, or upon the resignation or removal of Nationwide as trustee or custodian, as applicable, of the Account. The discontinuance of contributions to the Account shall not, by itself, terminate the Account.

Nationwide 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 Nationwide.

ARTICLE XVIII - SUCCESSOR

Upon resignation or removal of Nationwide, the Plan Sponsor shall appoint a Successor and the Plan Sponsor shall notify Nationwide of such appointment by Written Instructions with Signature. Nationwide 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, Nationwide 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 Plan Sponsor will be responsible for any costs incurred as a result of such action and/or transfer, as well as any expenses of Nationwide which are incurred in carrying out its duties under this Agreement in such a situation.

ARTICLE XIX - GOVERNING LAW

The Account will be administered in the State of Ohio, and its validity, construction, and all rights hereunder shall be governed by ERISA, the Internal Revenue Code, the Home Owners' Loan Act of 1933 and, to the extent not pre-empted, by the laws of Ohio. All contributions to the Account shall be deemed to occur in Ohio.

ARTICLE XX - 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 open an account. When an account is opened, Nationwide may ask for the name, address and other information that will allow Nationwide to identify the entity or person that sponsors the Plan. Nationwide may also ask for a copy of identifying documents, such as a driver's license, government-issued business license, or other documents.

ARTICLE XXI - RULES OF CONSTRUCTION

The Agreement, together with all attached schedules and the Group Annuity Contracts, if applicable, shall constitute the entire Agreement. The Plan, the Trust, if any, and this Agreement shall be read and construed together. By signing this Agreement, the Plan Sponsor represents to Nationwide that the Plan and Trust conform to and are consistent with the provisions of this Agreement. Should the Plan or Trust, if any, need to be amended to conform to the provisions of this Agreement, the Plan Sponsor is responsible for such amendments. The terms of this Agreement shall prevail over terms of the Plan and Trust, if any, in cases of conflict.

ARTICLE XXII - 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 XXIII - 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 XXIV - 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.

ADMINISTRATION FIRM SCHEDULE

PURPOSE

The Administration Firm Schedule details the duties, acts, responsibilities and obligations of the Administration Firm.

RESPONSIBILITIES OF ADMINISTRATION FIRM

The Administration Firm agrees to perform the following duties, acts, responsibilities and obligations;

1. To receive communications pertaining to the Plan from Nationwide, Plan Sponsor or Plan Administrator, the Plan Sponsor, or its designee, or any Provider and to forward all such communications to the appropriate parties;

2. To receive information, documentation and all correspondence related to any Funding Vehicle(s) including, but not limited to, investment performance and updated interest rate guarantees which is made available by providers of the Funding Vehicle(s) and deliver such information to the Plan Sponsor or its designee;

3. To timely submit to Nationwide any Plan contributions and related information required by Nationwide for the proper and prompt investment of such contributions;

4. To obtain information regarding values and fund balances of the Funding Vehicle(s), as frequently as necessary for the benefit of the Plan Sponsor and Participants, including, but not limited to, receiving periodic accountings of all transactions under the Funding Vehicle(s) and to authorize Nationwide to exchange amounts within and among Funding Vehicle(s) and to provide all information required by Nationwide for the proper and prompt exchanges of these amounts;

5. To access account balances and to make exchanges and change the fund elections of the Account or of Participants, if Nationwide maintains participant-level records for future contributions, through Nationwide's voice response unit ("VRU") and the Internet, to the extent these capabilities exist. If Nationwide maintains participant-level records, Participants are also authorized to access their account balance information and to make exchanges and changes in their investment elections of future contributions through the VRU and the Internet, to the extent these capabilities exist. It is the responsibility of the Administration Firm to provide copies of the brochures and other written materials describing these services to the Plan Sponsor and Participants;

6. To instruct Nationwide to make loan disbursements or make cash payments to Participants and to provide all information required by Nationwide to make such loan disbursements or cash payments;

7. To notify Nationwide of expenses incurred by the Plan which are to be paid from the amounts held pursuant to the Agreement. Such notice will include all information required by Nationwide to make such a payment;

8. To request that services be performed by Nationwide for which Nationwide may reimburse itself from Funding Vehicle(s) for the cost of such services. The Administration Firm agrees not to request such services without prior written agreement between the Administration Firm and the Plan Sponsor;

9. To provide to the Plan Sponsor or Plan Administrator, Plan Sponsor, or its designee, information necessary for compliance with annual reporting and filing obligations, as applicable, under ERISA and the Code, including Form 5500 Annual Return/Report of Employee Benefit Plan;

10. To observe and comply with the existing laws, rules and regulations applicable to the duties, acts, responsibilities and obligations performed hereunder;

11. To provide investment direction to Nationwide® with respect to contributions held in suspense that do not have current

investment direction. The Administration Firm will provide all information required by Nationwide® to make such investment and will obtain any necessary Plan Sponsor approvals prior to providing such instruction to Nationwide®. Should the Plan Sponsor not provide the Administration Firm with the necessary approvals, the Administration Firm shall not be responsible for providing investment direction for these amounts.

MODIFICATIONS

The Administration Firm Schedule may be amended at any time due to changes by the Plan Sponsor to the entity serving as Administration Firm or due to Administration Firm name changes, mergers or acquisition. The responsibilities of the named Administration Firm shall be terminated upon receipt and acceptance of an amended Administration Firm Schedule by Nationwide.

FUND ACCESS SCHEDULE

PURPOSE

The Fund Access Schedule provides information regarding the available funds, provisions and limitations regarding trading of certain Funding Vehicle(s) and the Asset Fee.

FUNDS AVAILABLE FOR INVESTMENT

Nationwide makes a variety of Funds available through its program generally that the Plan Sponsor or Plan Administrator may select to make available to Participants. The specific Funds that will be made available to Participants in the Plan are selected by the Plan Sponsor or Plan Administrator when they enter into this Agreement, pursuant to Written Instructions to Nationwide, and are called Designated Funds. The Plan Sponsor or Plan Administrator may change the Plan's Designated Funds at any time. Nationwide also may make available a Fund Window, as defined in the Program Agreement, which the Plan Sponsor or Plan Administrator can add or reject. The Participants then decide whether or not to allocate their contributions to one or more of the Designated Funds or a Fund available through the Fund Window.

The Fund(s) made available in Nationwide's program generally are included based on a variety of quantitative and qualitative factors relating to the Funds, as well as the amount of payments made to Nationwide by a Fund, if any, or any of its affiliates, including service fees, administrative fees, expense reimbursement, asset-based sales compensation, and/or other compensation required for the program (Fund Payments). Different Fund menus have varying degrees of Fund Payments associated with them, and Nationwide takes the anticipated Fund Payments into consideration when determining the fees charged for the program.

Subject to applicable fees or expenses, Plan Sponsors or Plan Administrators have the opportunity to be transferred to a program where Fund Payments are credited to the Plan in the form of reduced asset fees in an amount equivalent to the disclosed reimbursement rate received for each Fund or investment option. However, in no instance will the amount of any applicable Fund Payment reduce the net asset fee for the program to less than 0.00% for that Fund or investment option. Fiduciaries should evaluate the appropriateness of this option as it relates to the unique needs of their Plan(s).

PROCESS FOR FUND MODIFICATIONS

Nationwide-Initiated Fund Additions:

Nationwide will inform the Plan Sponsor or Plan Administrator of the addition of any Fund(s) to the menu of Funds in the program generally that are available for selection as a Designated Fund within the Agreement. That notice will be made via mail, electronic delivery, or the plan sponsor website at the time of addition.

Nationwide-Initiated Fund Removals and Substitutions:

If Nationwide initiates a removal or substitution of a Fund from the menu of Funds available for selection as a Designated Fund (other than in circumstances necessitated by the actions of a Fund as described below), Nationwide will provide the Plan Sponsor or Plan Administrator written notice of the change via mail, electronic delivery, or the plan sponsor website at least 30 days prior to the effective date of the change. The notice shall state the effective date of such removal or substitution.

Except as described below (addressing changes following actions by Funds), Nationwide will not remove or substitute a Designated Fund that the Plan Sponsor or Plan Administrator has elected to make available to Participants until it has received affirmative consent from the Plan Sponsor or Plan Administrator. The Plan Sponsor or Plan Administrator has the discretion and authority under the Program Agreement to decide upon (and decide whether to reject) any removal or substitution of Designated Funds that the Plan Sponsor or Plan Administrator has elected to make available to Participants. The Plan Sponsor or Plan Administrator makes the final determination regarding any removals or substitutions of Designated Funds that have been made available to its Participants, and has the responsibility to determine whether a removal or

substitution is in the best interests of the Participants. Except in the circumstance of a change that follows an action by the Fund, as described below, Nationwide has no authority to remove or substitute Designated Funds that have been made available to the Participants without the Plan Sponsor's or Plan Administrator's affirmative consent. This paragraph shall not limit the ability of Nationwide to continue its practice of substituting or removing a Fund for new Plan Sponsor customers or for existing Plan Sponsor customers that have not included the Fund as a Designated Fund. Similarly, this provision shall not limit the ability of Nationwide to substitute or remove a Fund that has not been included as a Designated Fund but could be accessed by a participant through Fund Window or a Managed Account for a Plan, so long as no Participants in the Plan have currently invested assets in that Fund.

Removals and Substitutions Necessitated by the Actions of Mutual Funds:

There are circumstances where the substitution or removal of a Designated Fund that the Plan Sponsor or Plan Administrator has made available to Participants is necessitated by the actions of a Fund. These situations include, but are not limited to: decisions by Funds to liquidate a Fund, merge Funds with other Funds, change investment advisers or sub-advisers, make other changes (including changes required by law) that prevent Nationwide from offering the Fund, or otherwise require Nationwide to change the Funds that the Plan Sponsor or Plan Administrator has made available to Participants. In such cases, where administratively feasible, Nationwide will provide written notice to the Plan Sponsor or Plan Administrator via first class mail, fax, or email sixty (60) days prior to the effective date of the change. This communication will: (1) explain the proposed substitution or removal of the Fund that the Plan Sponsor or Plan Administrator had previously elected to make available to Plan Participants, and the effective date of that substitution or removal; (2) disclose any resulting changes to the rate of mutual fund payments made to the Company by the Funds, or any of their affiliates; (3) explain the Plan Sponsor's or Plan Administrator's right to terminate the Program Agreement; and (4) reiterate that, pursuant to the Program Agreement provisions agreed to by the Plan Sponsor or Plan Administrator, failure to object or otherwise respond shall be deemed to be consent to the proposed substitution or removal.

Nationwide will, upon request, assist Plan Sponsors or Plan Administrators in obtaining additional information necessary to engage in a full and fair evaluation of changes presented. Nationwide does not provide, and cannot be relied upon to provide, advice or recommendations relative to the Fund change.

The Plan Sponsor or Plan Administrator has the exclusive discretion, authority, and obligation to decide upon any removal of Designated Funds. The Plan Sponsor or Plan Administrator makes the final determination as to which Funds available in the program generally will be Designated Funds, and has the sole responsibility to determine whether a change in the Designated Funds is in the best interests of the Plan and the Plan Participants. Nationwide has neither the discretion, nor authority, control, or responsibility with respect to those decisions made in connection with the Plan.

FUND WINDOW MODIFICATIONS

If the Plan Sponsor or Plan Administrator selects the Fund Window, and the Fund Window is later removed by the Plan Sponsor or Plan Administrator as a Plan option under the Agreement, any Fund made available through that Fund Window in which Plan Participants have allocated money will become a Designated Fund -- and allocated money will remain in that Designated Fund -- unless the Plan Sponsor or Plan Administrator provides other direction via Written Instructions to Nationwide.

PAYMENT OF THE ASSET FEE

The daily Asset Fee percentage will be calculated and Redemptions will be made from the Fund(s) on each Business Day to cover the amount of the daily Asset Fee.

MODIFICATION OF THE ASSET FEE

If after the first Agreement Anniversary, the Asset Balance is less than the Expected Deposits or if the Average Participant Balance is less than the Initial Average Participant Balance, the Asset Fee may be increased. In such situations, Nationwide

shall reserve the right to modify the Asset Fee and may amend the Agreement at any time by providing written notice to the Plan Sponsor or Plan Administrator not less than sixty (60) days prior to the effective date of such change.

LIQUIDITY FEATURES

Purchases

Purchases will be made by Nationwide no later than three (3) Business Days following the receipt of Written Instructions in the Required Format.

Redemptions

Redemptions will be made by Nationwide no later than five (5) Business Days following receipt of Written Instructions in the Required Format unless a participant is invested in a Funding Vehicle with a greater Redemption time standard. In such situation, the greater time standard will be used for Redemption of all Funding Vehicles.

Exchanges Between Funds or to other Funding Vehicle(s)

The Administration Firm, Participants, or any designee may initiate Exchanges, subject to limitations described below. Exchanges will be made within one (1) Business Day following confirmation of a transaction via electronic means acceptable to Nationwide, or no later than three (3) Business Days following receipt of Written Instructions from the Administration Firm in the Required Format. By providing Written Instructions or permitting Participants to initiate such transactions via a voice response system or the Internet, the Plan Sponsor or Plan Administrator certifies that such transactions are permitted under the Plan.

Notwithstanding the foregoing, Exchanges may be restricted if such restriction is deemed necessary by the Funding Vehicle provider(s) to halt or mitigate the effect of any abusive trading practices, including market timing, that may disrupt portfolio management strategies or harm fund performance with respect to the Funding Vehicle(s). Under no circumstances shall Nationwide be liable to the Plan Sponsor or Plan Administrator, Participant or any other person in the event and to the extent it or the Funding Vehicle provider(s) takes any action deemed necessary to halt or mitigate the effect of such abusive trading practices. The determination of what constitutes abusive trading practices shall be made solely by the provider(s) of the Funding Vehicles through their Administration Firms.

Nationwide Electronic Trade Monitoring

An Electronic Trade is defined as an exchange, restructure, or series of exchanges completed on a given day via electronic means acceptable to Nationwide. Nationwide will monitor Electronic Trades for individual Participants and apply the following guidelines to limit abusive trading practices. These guidelines will be effective for the Electronic Trade activity completed in any given calendar year. Upon completing eleven (11) trades within two (2) consecutive quarters of a calendar year or upon completing twenty (20) trades within a calendar year, a Participant will be restricted from requesting additional Electronic Trades for the remainder of the calendar year. Participants who become restricted from additional electronic trading may continue to request trades in the Required Format via U.S. mail. Trades received via facsimile for Participants on excessive trade restrictions will be rejected by Nationwide. The restriction will be effective until the next calendar year at which time the restriction will be lifted.

Redemption Fees and Trading Restrictions

In addition to the above procedure, those organizations that provide the Funding Vehicle(s) for the Plan may independently monitor trades for excessive and other forms of abusive trading and act accordingly or instruct Nationwide to take certain actions. Consequently, other policies may apply. These policies may take the form of redemption fees and/or other trading restrictions. For further information on redemption fees or trading restrictions, including whether one will be applicable to an individual investment option, please consult the individual fund prospectus for mutual funds or the applicable Declaration of Trust for collective investment funds.

FUND ACCESS SCHEDULE

Transfers

The Plan Sponsor or Plan Administrator may, at any time, provide Written Instructions, in the Required Format, to Nationwide, to request a Transfer. Following the receipt of such Written Instructions in the Required Format, Transfers will be made in accordance with the Resignation, Removal and Termination Section of the Program Agreement, unless 1) the Account contains a Funding Vehicle with a greater Transfer time standard, in such situation, the greater time standard will be used for Transfer of all Funding Vehicle(s), or 2) another Business Day mutually agreeable to Nationwide is selected, in the Required Format, by the Plan Sponsor or Plan Administrator.

In the event Redemptions, Exchanges or Transfers cannot be made in cash, such transactions will be made as soon as practicable.

MANAGED ACCOUNT SERVICES SCHEDULE
("MAS Schedule")

PURPOSE

Through an affiliate ("MAS Provider"), Nationwide makes Managed Account Services available to Plans and Participants. By selecting Managed Account Services, the Plan Sponsor certifies that the Plan is consistent with this schedule and allows for Participant direction in whole or part.

DEFINITIONS

Whenever used in this MAS Schedule, all defined terms shall have the meaning set forth in this MAS Schedule or the meaning set forth in the Agreement.

RIA - An investment advisor registered with a state regulatory authority and/or the U.S. Securities and Exchange Commission. It is understood and agreed that Nationwide has no responsibility for selection of any registered investment advisor; such selection shall be made by the Plan and the affected Participants.

Managed Account Services - Services available to Participants under which the selection of investments for Participant accounts is delegated to an RIA Management Firm for a fee by either the Participant or an authorized fiduciary. Such delegation will give the RIA Management Firm the authority to initiate Purchases, Exchanges and investment mix change requests on behalf of the Participant via a MAS Provider. The RIA Management Firm will also instruct the MAS Provider to make fee Redemptions from the Participant's account balance for Participants receiving this service.

RIA Management Firm - Investment management firm responsible for managing Participant portfolios, establishing investment mix percentages and initiating Purchase, Exchange and fee Redemption transactions on behalf of the Participant. The Plan Sponsor has sole responsibility for selection of the RIA Management Firm.

MAS Provider - The MAS Provider acts as an intermediary between the RIA Management Firm and Nationwide. The MAS Provider will furnish the RIA Management Firm with participant balances and transaction history and confirmation information from Nationwide. The MAS Provider will also initiate all Purchase, Exchange, investment mix percentage change, and fee Redemption transactions with Nationwide on behalf of the RIA Management Firm.

ACCOUNT SET-UP

The Plan Sponsor enters into an agreement with an RIA Management Firm. Such agreement shall include a procedure for identifying which Participants shall have their accounts serviced by the RIA Management Firm. Once identified, such information shall be provided to the MAS Provider who shall be responsible for maintaining the list of Participants receiving services from the RIA Management Firm.

DEFAULT FUND FOR MANAGED ACCOUNTS

When a participant does not yet have a balance or an investment election and is enrolled into Managed Account Services (MAS), either through automatic enrollments or through the participant's enrollment election, the participant's initial deposit will be invested in a Money Market Fund unless otherwise directed by the Plan Sponsor or Plan Administrator. If the Plan Sponsor or Plan Administrator wants to use a fund other than the Money Market Fund as the MAS Default Fund, direction for a specific MAS Default Fund will need to be provided separately from any other Default Fund or QDIA selections made for the Plan, if applicable.

The Plan Sponsor is responsible for delivering MAS Default Fund disclosures to participants. Refer to the QDIA/Default Fund Disclosures section in the Default Fund Selection Schedule for more information regarding Default Fund disclosure requirements.

RIA MANAGEMENT FIRM FUND SELECTION

MANAGED ACCOUNT SERVICES SCHEDULE
("MAS Schedule")

The Plan Sponsor delegates to the RIA Management Firm and its investment advisors the authority and responsibility to add Funds as investment options for those Participants who elected Managed Account Services. The Plan Sponsor acknowledges that the RIA Management Firm may, at its own discretion, utilize certain Funds that are not widely available to Nationwide's customers and may or may not have been listed on the Fund Selection Schedule or Fund Disclosure Schedule, as applicable, as amended from time to time. Additionally, the Plan Sponsor acknowledges that Participants who elect Managed Account Services, upon termination of such services, will continue to remain invested in Funds in which the RIA Management Firm invested while authorized to manage the Participant's account, until such time that Participant decides to modify its allocations. The Plan Sponsor may contact the RIA Management Firm for a list of such Funds.

If applicable, the Plan Sponsor acknowledges that selecting Fund Window Access will make all Funds offered through the Fund Window available as Funding Vehicle(s) for all Participants in the Account, regardless if the Participants utilize Managed Account Services.

LIQUIDITY FEATURES

Exchanges
The MAS Provider will submit Exchanges to Nationwide via electronic file transfer. Files received by Nationwide in the Required Format by 3:00 p.m. Eastern Time will be processed within two (2) Business Days. Amounts invested in any Group Annuity Contract or Employer Stock Fund or Self-Directed Brokerage Account, or FDIC Insured Account, if applicable, will not be moved as part of the Managed Account Services process, but will instead be maintained in their respective accounts, as applicable. The Participant must move such assets, via the voice response system, Internet, or call center, to a Fund that is not restricted for use by the RIA Management Firm in order for those assets to be managed as indicated in this MAS Schedule.

Purchases
The MAS Provider will submit investment mix percentages utilized for Purchases to Nationwide via electronic file transfer. Files received by Nationwide in the Required Format by 3:00 p.m. Eastern Time will be processed within two (2) Business Days.

Redemptions
The MAS Provider will submit fee Redemptions to Nationwide via electronic file transfer. Files received by Nationwide in the Required Format by 3:00 p.m. Eastern Time will be processed within two (2) Business Days and fee payments will be made to the RIA Management Firm within thirty (30) calendar days.

FEES
All fees attributable to Managed Account Services shall be agreed to in writing by Plan Sponsor and the RIA Management Firm and shall be assessed as an annual asset fee to Participants utilizing Managed Account Services. The Plan Sponsor acknowledges that the total annual asset fee may include, but not be limited to, services provided by the RIA Management Firm, the MAS Provider, a solicitor, and other parties that may provide administrative services. The RIA Management Firm will instruct Nationwide via the MAS Provider to deduct such fee Redemptions from Participant account balances on a periodic basis. Neither Nationwide nor the MAS Provider is responsible for monitoring fee Redemption amounts. Nationwide and the MAS Provider are entitled to conclusively rely on such instructions from the RIA Management Firm.

USE OF AFFILIATED COMPANIES
The MAS Provider is an affiliate of Nationwide and derives fees for services provided. The RIA Management Firm may be an affiliate of Nationwide that derives fees for services provided.

TERMINATION OF MANAGED ACCOUNT SERVICES

MANAGED ACCOUNT SERVICES SCHEDULE
("MAS Schedule")

Notwithstanding the terms of the agreement entered into between the Plan Sponsor and the RIA Management Firm, the Plan Sponsor may terminate Plan level access to Managed Account Services by providing Written Instructions to Nationwide. Within five (5) Business Days of receiving such Written Instructions from the Plan Sponsor, Nationwide will block any future Purchase, Exchange, investment mix percentage change, and fee Redemption transactions as a result of Managed Account Services. Participants will then be responsible for directing their benefits within the Account. A Participant may terminate Managed Account Services by notifying the RIA Management Firm. Nationwide will not maintain records on which Participants have elected Managed Account Services. Should the Agreement between Nationwide and MAS Provider terminate, the Plan Sponsor will receive sixty (60) days written notice that the Managed Account Services will be terminated. Managed Account Services will also terminate as a result of the dissolution of the RIA Management Firm or the MAS Provider.

DISCLAIMER

By making Managed Account Services available to plans, Nationwide neither endorses nor encourages the use of any RIA Management Firm. Under no circumstance shall Nationwide be liable to the Plan Sponsor, Participant or any other person in the event and to the extent it takes any action it deems necessary to halt or mitigate the effect of any short term (market timing) or other trading practices that may disrupt portfolio management strategies or harm fund performance with respect to the underlying mutual funds offered through Nationwide products or programs. The determination of what constitutes short-term (market timing) or other disruptive trade practices shall be made solely by such mutual funds through their Administration Firms. Notwithstanding the foregoing sentence, Nationwide reserves the right to develop and institute additional administrative procedures and/or restrictions on the RIA Management Firm and its representatives with respect to its exchange practices. In the event Nationwide determines that the RIA Management Firm has failed to comply with such procedures, Nationwide shall provide the RIA Management Firm and the Plan Sponsor with a thirty (30) day advance notice and thereafter disregard the RIA Management Firm's exchange instructions.

The Plan Sponsor acknowledges that employees of Nationwide or its affiliates may from time to time distribute materials related to the services offered by the RIA Management Firm; provided, however, that any such employees of Nationwide or its affiliates will act solely in an administrative capacity for the benefit of the Plan Sponsor and that neither Nationwide, its affiliates, nor any of their employees shall be deemed to be an agent, affiliate, endorser or solicitor of the RIA Management Firm.

INDEMNIFICATION

Plan Sponsor agrees to indemnify and hold harmless Nationwide and MAS Provider from and against any loss, damage, liability, claim, cost or expense, including legal fees, which Nationwide may incur as a result of the completion of any Purchase, Exchange, investment mix change, or fee Redemption or other transaction initiated by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA unless the RIA Management Firm is an affiliate of Nationwide.

RELIANCE ON INSTRUCTIONS

Nationwide and MAS Provider are entitled to conclusively rely on instructions transmitted by the RIA Management Firm, any employee or agent of the RIA Management Firm, or the RIA.

REPORT SCHEDULE

PURPOSE
This Schedule provides information regarding the payment of the Account Fee to Nationwide and the frequency of reports, if applicable.

DEFINITIONS
Account Fee - the Annual Account Fee or the Initial Account Fee

ACCOUNT FEE DEDUCTED FROM ACCOUNT ASSETS
Nationwide will deduct the amount of the Account Fee from the Account in equal installments either monthly, quarterly, semi-annually or annually as instructed by the Administration Firm. Upon termination of the Agreement, Nationwide shall deduct the portion of the Account Fee remaining unpaid from the Account prior to liquidating or transferring the assets of the Account.

ACCOUNT FEE REMITTED BY PLAN SPONSOR
Nationwide shall bill the Plan Sponsor for the amount of the Annual Account Fee on or about December first (1st) for services to be provided by Nationwide for the following calendar year. The Plan Sponsor shall pay the Annual Account Fee within sixty (60) days of the date on which the written bill is mailed by Nationwide or such amount will be deducted from the Account. No portion of the Account Fee is refundable upon termination of the Agreement.

FREQUENCY OF REPORTS
Quarterly reports, if applicable, will be provided as of the close of business on the last day of the fiscal period of the Plan covered by the report, and will be provided within sixty (60) days of such date. The certified annual Account report, if applicable, will be provided within one hundred and twenty (120) days of the last day of the fiscal period of the Plan.

TERMINATION SCHEDULE

PURPOSE
The Termination Schedule details events that will result in the assessment of Termination Fees as outlined in the Executive Summary.

TERMINATION FEE:
In the event of the following:

Transfer of assets to a new investment vehicle or investment provider;

Benefit Payments to Key Employees, Officers and/or Owners for in-service withdrawals (except loans, financial hardships of $50,000 or less taken at least twelve (12) months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition of disability, or upon severance of employment or retirement;

Outstanding loan balances of Key Employees, Officers and/or Owners upon payment of a Benefit Payment on or after severance of employment; or

Payments made as a result of a termination of a Plan or in the event of a fifteen (15) percent or greater reduction in number of Participants under the Plan since the Effective Date of the Agreement, which is the result of any change in the Plan or action taken by the Plan Sponsor

the Plan Sponsor shall pay to Nationwide, or Nationwide may withdraw from the Account assets, as reimbursement for expenses it has incurred, a Termination Fee equal to the percentage set forth in the table in the Termination Fee section of the Executive Summary.

DISCLOSURE SCHEDULE

The following information outlines various fees, expenses and compensation items that may be applicable to your Plan. This information provides the identification of the payor, payee, and description of the services provided for each payment and the method of each payment. The information also describes where additional information about each particular item may be found. Please review the footnotes for important information about classification of each item as Direct or Indirect Compensation. Except as indicated, Nationwide is not acting in a fiduciary capacity for the services described below.

For purposes of this Disclosure Schedule only, Nationwide shall mean Nationwide Trust Company, FSB a division of Nationwide Bank or Nationwide Life Insurance Company.

The information below as well as additional fee disclosure information may be reviewed on the website **www.nationwide.com/planlogin** at anytime after the Effective Date. Information about the designated investment alternatives required to be disclosed by Nationwide and reviewed by you will be available on the website the day following the Effective Date. The signatories on behalf the Plan Sponsor on this document are responsible for reviewing this disclosure information prior to sending any contributions to Nationwide.

In addition, if changes occur to the items described below, you will be notified of any such change by Nationwide. Such notification may be in the form of a communication directing you to **www.nationwide.com/planlogin** to review changes which will be clearly indicated. The notification may also be in the form of an Amendment to this Agreement.

If the covered service provider is Nationwide Trust Company, FSB a division of Nationwide Bank and payments are made to Nationwide Life Insurance Company, Nationwide Life Insurance Company is an affiliate of Nationwide Trust Company, FSB a division of Nationwide Bank. Please consult your contract(s) with Nationwide to determine the applicable covered service provider and additional information about services and fees,

Description of cost/compensation, services rendered and method of payment.

Asset Fee / Standard Asset Fee[1] - The purpose of the Asset Fee / Standard Asset Fee is to recover Nationwide's expenses including compensation paid to financial advisors, administrative service fee payments to Administration Firms and any expense credits issued to the Plan. Additionally, this fee pays for services provided by Nationwide including access to a wide array of investment options, recordkeeping platform, customer service, etc. The Asset Fee / Standard Asset Fee is assessed daily or monthly from Plan assets as a percentage of assets invested in applicable Funding Vehicle(s). Payments are made to Nationwide Trust Company, FSB a division of Nationwide Bank. Additional information may be found in the Executive Summary and Fund Access Schedule of this Agreement.

Fixed Annuity spread[1] - The purpose of the Fixed Annuity spread is to recover Nationwide's expenses including compensation paid to Financial Advisors, Administrative Service Fee/Override payments to Administration Firms and any expense credits issued to the Plan. Additionally, the fixed annuity spread pays for services provided by Nationwide including access to a recordkeeping platform, customer service, etc. The Fixed Annuity spread reduces the gross crediting rate to the assets in the Fixed Annuity Contract. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Market Value Adjustment[1] - Upon certain withdrawal or exchange transactions out of the Fixed Fund, Nationwide may assess a Market Value Adjustment. The transaction is equal to the amount requested, increased or decreased by the Market Value Adjustment. The purpose of the Market Value Adjustment is to reimburse Nationwide for losses or to provide gains to the Plan due to the sale of underlying investments necessary to fund the transaction. Payments are made to Nationwide Life Insurance Company. Additional information may be found in the Group Annuity Contract.

Termination Fee[1] - A fee charged, when applicable as described in the Termination Schedule, on certain withdrawals to recoup certain expenses incurred by Nationwide in establishing the Plan. The fee is typically deducted from the Plan but may be billed to the Plan Sponsor if requested. Payments are made to Nationwide Trust Company, FSB a division of Nationwide Bank. Additional information may be found in the Executive Summary and the Termination Schedule of this Agreement and/or the Group Annuity Contract.

DISCLOSURE SCHEDULE

Exchange Fee[2] - A fee charged to the Administration Firm, a subcontractor, as previously identified in this Agreement, for Exchanges not processed over the VRU or Internet. All hard copy Exchanges sent to Nationwide may incur this fee from each "from" Fund. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Exchanges processed via the Voice Response Unit (VRU) or Internet will not incur an Exchange Fee. Payments are made to Nationwide Life Insurance Company. The fee is $6.00 per "from fund".

Loan Maintenance Fee[2] - A monthly fee charged to the Administration Firm, a subcontractor, as previously identified in this Agreement, for all loans that are set up and managed on Nationwide's Loan Management System. The fee may be billed to the Administration Firm or deducted from the Plan based on the direction from the Administration Firm. Payments are made to Nationwide Life Insurance Company. The fee is $1.00 per month per active loan.

Withdrawal Fee[1] - This fee applies to In-Kind Transfers of stock and other brokerage investments. The fee is charged to Participant accounts when an In-Kind Transfer is requested. Payments are made to Nationwide Trust Company, FSB a division of Nationwide Bank. The fee is $100 per In-Kind Transfer.

Statement Fee[2] - A fee charged to the Administration Firm, a subcontractor, as previously identified in this Agreement, to cover the cost of printing statements.The fee may be billed or deducted from the Plan based on direction of the Administration Firm. The fee is $0.75 per printed color statement. Payments are made to Nationwide Life Insurance Company.

Annual Account Fee[3] - Nationwide Trust Company, FSB a division of Nationwide Bank provides custodial services. If the Plan Sponsor elects the reporting option, the Plan Sponsor receives annual certified reports for Plan for this fee. If the Plan Sponsor elects the no reporting option, this fee is not charged. The Annual Account Fee may be deducted from Plan assets or billed to the Plan Sponsor as elected by the Plan Sponsor in this Agreement. Payments are made to Nationwide Trust Company, FSB a division of Nationwide Bank.

Fiduciary status: As a custodian, NationwideTrust Company, FSB a division of Nationwide Bank is subject to the proper directions of a named fiduciary which are made in accordance with the terms of the Plan and not contrary to Employee Retirement Income Security Act of 1974 (ERISA). As a custodian Nationwide has residual fiduciary responsibility for determining whether a given direction is proper and whether following the direction would result in a violation of ERISA.

Gross Expense Ratio[4] - The percentage of fund assets paid for operating expenses and management fees, including 12-b-1 fees, administrative fees, and all other asset-based costs incurred by the fund, except brokerage costs. Fund expenses are reflected in the fund's net asset value (NAV). Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

Managed Account Services Fee - The Plan Sponsor may elect to offer professionally managed accounts to their participants. A managed account is an option that allows participants to hire an investment advisory firm to select investments in their account and actively manage those investments. Additional information may be found in the Managed Account Services Schedule, Schedule of Fees and your money manager Plan Sponsor Agreement.

Redemption Fee[4] - A fee charged by fund houses to a Participant who trades in and out of certain funds within a specified time frame. The fee is paid to the applicable fund house. This fee is charged so that short term trading is not utilized to the detriment of other shareholders. Payments are made to the applicable fund house. Additional information may be found in the applicable fund prospectus.

Cash Processing Fee[5] - A fee charged by Nationwide for investing cash received without proper investment direction, or while otherwise in suspense, pending processing. This fee may be assessed daily on cash received that is invested in an interest-bearing account with a non-affiliated financial institution. The fee is a percentage deducted from the gross return of the investment vehicle prior to crediting interest to the Plan. Payments are made to Nationwide Trust Company, FSB a division of Nationwide Bank from JP Morgan Chase, a subcontractor. Additional information may be found in the Cash Processing Provision of this Agreement.

DISCLOSURE SCHEDULE

Mutual Fund Payments[5] - As described in the Disclosures section in the Executive Summary of this Agreement, Nationwide receives payments from mutual fund companies for services provided. Payments are made to Nationwide Investment Services Corp and then in full to Nationwide Trust Company, FSB a division of Nationwide Bank. Additional information can be found in the applicable mutual fund prospectus.

Administrative Services Fee[6] - Payments are made to the Administration Firm, a subcontractor, as previously identified in this Agreement, for various administrative functions which may include but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions including disbursements, assisting with issue resolution, and communicating with Plan Sponsors and/or Participants. The following displays the payments made to the Administration Firm.

Program Year		On all Transfers and Deposits	On Assets
1	On the first $100,000	0.80%	0.05%
	On the next $650,000	0.20%	0.05%
	On the next $1,250,000	0.20%	0.05%
	On the next $3,000,000	0.15%	0.05%
	On amounts over $5,000,000	0.00%	0.05%
2 and Later	On the first $100,000	0.00%	0.05%
	On the next $650,000	0.00%	0.05%
	On the next $1,250,000	0.00%	0.05%
	On the next $3,000,000	0.00%	0.05%
	On amounts over $5,000,000	0.00%	0.05%

Recordkeeping Charges - Nationwide includes the cost of recordkeeping services in the fees explained in this document. However, the Regulations require that if Service Provider does not assess an explicit charge that covers the cost of recordkeeping then they must provide an estimate of what the charge would be if an explicit charge did apply. Recordkeeping services include; maintaining participant balances, executing trades between Funding Vehicles, accepting deposits, processing distributions, regulatory reporting, and customer service. If Nationwide were to assess an explicit charge for these services, a reasonable estimate would be a charge of $600 annually and $3 per participant. Additionally, a charge $250 for the first year only that the Plan is at Nationwide would apply. These charges are determined using cost accounting methodology for the services provided defined as recordkeeping services. The charges also include a profit margin to Nationwide which typically ranges from 20-30%. It is important to understand that the fees discussed in this section are a representation of charges that would apply if Nationwide were to charge an explicit fee for all recordkeeping services. The fees represented in this paragraph are NOT paid by the Plan or Plan Sponsor and NOT received by Nationwide or any of its affiliates.

Corrective Processing - Nationwide may receive additional compensation or recognize losses due to various corrective processing. Such corrective processing may include but is not limited to mutual fund price corrections, rounding errors, and transaction processing corrections on behalf of the Participant, Plan Sponsor, Administration Firm, Mutual Fund providers or Nationwide. Nationwide's general policy is to make the corrections so that the resulting impact to the Plan would be as if the error had not occurred, which includes any gains/losses due to the Plan. However, if the corrections required are due to transaction processing errors by parties other than Nationwide, we may require such parties to pay for any losses caused by completing the corrective processing. After such corrective processing, there may be gains or losses that Nationwide Life Insurance Company or Nationwide Trust Company, FSB a division of Nationwide Bank, as applicable, may recognize as Nationwide effectuates the correction in the market.

Footnotes:

[1] Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets.

DISCLOSURE SCHEDULE

[2] Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets, if Nationwide is directed to deduct from Plan assets. If Nationwide is directed to bill these items and is paid by another party other than directly from the Plan assets, then the items will be considered indirect compensation.

[3] Items noted above are considered direct compensation to Nationwide and are paid directly from Plan assets if directed to deduct by the Plan Sponsor. If items are billed and paid by the Plan Sponsor they would not be considered direct nor indirect compensation.

[4] Items noted above are considered direct compensation to a party other than Nationwide as indicated above and are paid directly from Plan.

[5] Items noted above are considered indirect compensation to Nationwide and are paid from a party other than directly from Plan assets.

[6] Items noted above are considered indirect compensation to a party other than Nationwide and are paid from Nationwide and not directly from Plan assets.

DISCLOSURE SCHEDULE

DISCLOSURES

Mutual Fund Payments

Our Relationships with the Mutual Funds

Nationwide Financial Services, Inc.'s life insurance and trust company subsidiaries (collectively referred to as the "Nationwide companies") offer a variety of retirement products exclusively to retirement plans through the Nationwide Group Retirement Series, which include: i) mutual fund platforms offered by Nationwide Trust Company, FSB, and ii) unregistered group variable annuity contracts issued by Nationwide Life Insurance Company. (The group annuity contracts and the mutual fund platforms are referred to collectively as "retirement products" and include Nationwide Retirement Resource, Nationwide Retirement Innovator, Nationwide Retirement Clear Advantage, Nationwide Retirement Flexible Advantage, Nationwide Retirement Innovator Advantage, Nationwide Retirement Advisor, and Nationwide Retirement Manager).

The variable accounts, trust accounts, or custodial accounts (the "Accounts") that accompany the retirement products offer a variety of investment options, and purchase and sell shares of certain mutual funds in the aggregate each day so that the performance of the investment options corresponds to the performance of those mutual funds. When the Accounts aggregate these transactions, the mutual fund does not incur the expense of processing individual transactions that it would incur if it sold its shares to the public directly. This expense is instead incurred by the Nationwide companies.

The Nationwide companies also incur the distribution costs of selling the retirement products, which benefits the mutual funds by providing contract owners and participants with investment options that correspond to the underlying mutual funds.

An investment advisor or subadvisor of a mutual fund or its affiliates may provide the Nationwide companies with wholesaling services that assist in the distribution of the retirement products and may pay to participate in educational and/or marketing activities. These activities may provide the Financial Advisor or subadvisor (or their affiliates) with increased exposure to persons involved in the distribution of the retirement products.

Types of Payments the Nationwide Companies Receive

In light of the above, 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.

The Nationwide companies receive the following types of payments:

- Mutual fund 12b-1 fees, which are deducted from mutual fund assets;
- Sub-transfer agent fees or fees pursuant to administrative service plans adopted by the mutual fund, which may be deducted from mutual fund assets; and
- Payments by a mutual fund's Financial Advisor or subadvisor (or its affiliates). Such payments may be derived, in whole or in part, from the advisory fee that is deducted from mutual fund assets and reflected in the mutual fund charges.

Furthermore, the Nationwide companies benefit from assets invested in Nationwide's affiliated mutual funds (i.e., Nationwide Mutual Funds) because their affiliates also receive compensation from the mutual funds for investment advisory, administrative, transfer agency, distribution, and/or other services. Thus, the Nationwide companies may receive more revenue with respect to affiliated mutual funds than unaffiliated mutual funds.

DISCLOSURE SCHEDULE

The Nationwide companies took these anticipated payments into consideration in determining the charges they impose under the retirement products (apart from fees and expenses imposed by the mutual funds). Without these payments, the Nationwide companies would have imposed higher charges on their retirement products.

Amount of Payments the Nationwide Companies Receive

Most mutual funds or their affiliates have agreed to make payments to the Nationwide companies, although the applicable percentages may vary from mutual fund to mutual fund and some may not make any payments at all. Because the amount of the actual payments the Nationwide companies receive generally depends on the amount of assets invested by the Accounts in the mutual funds, the Nationwide companies may receive higher payments from mutual funds with lower percentages (but greater assets) than from mutual funds that have higher percentages (but fewer assets).

The following paragraph describes the range of payments that the Nationwide companies receive from the mutual funds and their affiliates (as a percentage of the average daily net assets of the mutual fund attributable to the retirement products) for the year ended December 31, 2009.

The payments to the Nationwide companies ranged from 0.50% to 0.70% of assets.

The above range(s) does not include any amounts the Nationwide companies may receive from investment advisors or subadvisors of the mutual funds or their affiliates to participate in educational and/or marketing activities.

Identification of Mutual Funds for Our Retirement Products

The Nationwide companies identify a menu of potential mutual funds that correspond to the investment options for their retirement products. They may consider several criteria when identifying those mutual funds, including some or all of the following: investment objectives, investment process, investment performance, risk characteristics, investment capabilities, experience and resources, investment consistency, and fund expenses. Another factor the Nationwide companies consider during this process is whether the mutual fund's Financial Advisor or subadvisor is one of their affiliates or whether the mutual fund, its Financial Advisor, its subadvisor(s), or an affiliate will make payments such as those described above. The identification criteria vary by line of business and retirement product. In some cases, the Nationwide companies identify mutual funds based on requests and recommendations made by retirement Plan Sponsors and/or their Financial Advisors.

There may be mutual funds with lower fees, as well as other retirement products that offer mutual funds with lower fees. You should consider all of the fees and charges of a retirement product in relation to the features and benefits of that product when making your decision to invest. Please note that product and mutual fund fees and charges have a direct effect on the investment performance of your retirement product. A fund prospectus contains the investment objectives, risks, charges and expenses. Please read the fund prospectus carefully before investing.

Compensation to Distributors and Other Entities

Nationwide has arrangements with various distributors and other entities in connection with the marketing and sale of the Funding Vehicle(s) offered through this Agreement. Nationwide may pay these distributors and other entities compensation in the form of an asset-based sales commission and a separate marketing allowance or related payment.

The amount of any sales commission payable by Nationwide to the Plan's sales representative is subject to negotiation between the Plan Sponsor and the sales representative. In addition to the sales commissions and other compensation described above, Nationwide may pay additional compensation based on various agreed-upon production goals and persistency payments to administrative firms. The cost of sales commissions, or any other compensation paid by Nationwide, is directly or indirectly reflected in the fees charged by Nationwide for your plan.

FUND DISCLOSURE SCHEDULE

Purpose

The Fund Disclosure Schedule provides important information regarding Fund(s) including but not limited to fund expenses and payments in accordance with 408(b)(2). Please note this Fund Disclosure Schedule should not be used to select Fund(s) as available Funding Vehicle(s) and any notations or selections made on this Schedule shall **not** be deemed to be appropriate direction and shall be disregarded by Nationwide.Please refer to your Morningstar 3(21) Investment Fiduciary Agreement, Exhibit A for investment option selections.

Fund Name	Fund Code	VRU Code	Ticker Symbol	Fund Payments to Nationwide	Total Fund Prospectus Gross Expense Ratio
AMGMgrs Ycktmn Focs Svc	YAFA	1942	YAFFX	0.50	1.26
Abrden Emrg Mkt A	BWTA	4370	GEGAX	0.50	1.49
Alger Cap App Inst I	ALRA	1871	ALARX	0.50	1.12
AllnzGI NFJ Divd Val A	PNEA	2011	PNEAX	0.50	1.06
AllnzGI NFJ MdCap Val A	PRNA	646	PQNAX	0.50	1.30
AmBcn SmCap Val Adv	SCVA	2553	AASSX	0.50	1.32
AmCent Infl Adj Bd A	ABIA	707	AIAVX	0.50	0.72
AmCent Val A	ACVA	720	TWADX	0.60	1.22
AmFds Cap Inc Bldr R3	ARRA	484	RIRCX	0.60	0.96
AmFds EuroPacfc Gr R3	AERA	506	RERCX	0.60	1.14
AmFds Invmt Co Am R3	AGVA	700	RICCX	0.60	0.95
AmFds New Wld R3	ANWA	708	RNWCX	0.60	1.34
AmFds Wshngtn Mut Inv R3	AWMA	767	RWMCX	0.60	0.96
Astn Mntg Cldwl Gr R	AMXA	1145	MCRGX	0.50	1.31
BlkRk Eq Divd Inv A	MDVA	1048	MDDVX	0.75	0.97
BlkRk Glbl Alloc Inv A	MDLA	1052	MDLOX	0.75	1.14
BlkRk Infl Prtct Bd Inv A	BPRA	2809	BPRAX	0.50	0.88
BlkRk Ttl Rtn Inv A	BMHA	2014	MDHQX	0.50	0.86
DE Emrg Mkt A	DDEA	1243	DEMAX	0.50	1.73
DE SmCap Val A	DAEA	1607	DEVLX	0.50	1.21
DE Smid Cap Gr A	DFCA	1245	DFCIX	0.50	1.22
Diamond Hill LgCap A	DHLA	1481	DHLAX	0.50	0.99
Diamond Hill SmCap A	DHSA	1482	DHSCX	0.50	1.31
Drey App	DAFA	217	DGAGX	0.50	0.93
Dtsch RREEF GlblRelEsSec A	SRGA	2017	RRGAX	0.50	1.54
Dtsch RealEst Sec A	SRRA	1267	RRRAX	0.50	0.96
EV Atlnta Cap SMID Cap A	EASA	2683	EAASX	0.50	1.22
Eagle Series Tr SmCap Gr A	HSSA	807	HRSCX	0.50	1.10
FidAdv New Insghts A	FNIA	1308	FNIAX	0.50	0.92
FidAdv Strat Inc A	FSFA	666	FSTAX	0.50	1.00
FidAdv Ttl Bd A	BVNA	4339	FEPAX	0.50	0.75
GdmnScs MdCap Val A	GMCA	775	GCMAX	0.50	1.15
GdmnScs SmCap Val A	GSCA	777	GSSMX	0.50	1.39
Invsco Glbl RealEst A	AEEA	2000	AGREX	0.50	1.44
Invsco RealEst A	AREA	576	IARAX	0.50	1.24
JPM Emrg Mkt Eq A	JFAA	2222	JFAMX	0.50	1.88
JPM Eq Inc A	BENA	936	OIEIX	0.50	1.09
JPM SmCap Eq A	JSEA	615	VSEAX	0.50	1.42

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	VRU Code	Ticker Symbol	Fund Payments to Nationwide	Total Fund Prospectus Gross Expense Ratio
JPM Val Advtg A	JVAA	2229	JVAAX	0.50	1.46
Lazard Intl Strat Eq Open	LIOA	1954	LISOX	0.50	1.09
LeggM ClrBrdg MdCap A	SYCA	419	SBMAX	0.50	1.23
Loomis Bd Admn	LBFA	1122	LBFAX	0.60	1.14
LrdAbt Ttl Rtn A	LTRA	371	LTRAX	0.40	0.83
LrdAbt Val Oppr A	BRIA	4254	LVOAX	0.50	1.17
MFS Gr A	MFEA	2470	MFEGX	0.50	1.01
MFS Intl Divrs A	MXDA	1904	MDIDX	0.50	1.22
MFS Ttl Rtn A	MTRA	638	MSFRX	0.50	0.74
MFS Val A	MMVA	439	MEIAX	0.50	0.90
NW Bd Indx A	NBIA	969	GBIAX	0.50	0.68
NW Dest 2010 A	NWAA	2047	NWDAX	0.50	0.87
NW Dest 2015 A	NWBA	2048	NWEAX	0.50	0.87
NW Dest 2020 A	NWCA	2049	NWAFX	0.50	0.87
NW Dest 2025 A	NWDA	2050	NWHAX	0.50	0.88
NW Dest 2030 A	NWEA	2051	NWIAX	0.50	0.90
NW Dest 2035 A	NWGA	2052	NWLAX	0.50	0.87
NW Dest 2040 A	NWHA	2053	NWMAX	0.50	0.88
NW Dest 2045 A	NWIA	2054	NWNAX	0.50	0.87
NW Dest 2050 A	NWJA	2055	NWOAX	0.50	0.87
NW Dest 2055 A	VBZA	2883	NTDAX	0.50	0.88
NW Dest 2060 A	CVXA	4951	NWWRX	0.50	0.89
NW Gr A	NGFA	831	NMFAX	0.50	1.18
NW Intl Indx A	NIIA	966	GIIAX	0.50	0.71
NW Inv Dest Aggr A	BYKA	4411	NDAAX	0.50	0.85
NW Inv Dest Cnsrv A	BYLA	4412	NDCAX	0.50	0.82
NW Inv Dest Mod A	BYMA	4413	NADMX	0.50	0.87
NW Inv Dest Mod Aggr A	BYNA	4414	NDMAX	0.50	0.89
NW Inv Dest Mod Cnsrv A	BYOA	4415	NADCX	0.50	0.87
NW MdCap Mkt Indx A	NMCA	968	GMXAX	0.50	0.69
NW Rtrmt Inc A	NWKA	2056	NWRAX	0.50	0.83
NW S P 500 Indx Svc	NIFA	356	GRMSX	0.50	0.57
NeuBer Guardian A	NGAA	2733	NGDAX	0.50	1.07
NeuBer MdCap Gr A	NXGA	2760	NMGAX	0.50	1.12
NeuBer RealEst A	NREA	2819	NREAX	0.50	1.41
Oak Ridge SmCap Gr A	PORA	1325	ORIGX	0.50	1.34
Okmrk Fd II	KOFA	670	OARMX	0.55	1.19
Okmrk Intl II	KOIA	672	OARIX	0.55	1.33
Opp Mn St A	PMAA	856	MSIGX	0.50	0.94
PIMCO All Asst A	PASA	1533	PASAX	0.50	1.52
PIMCO Real Rtn A	PRRA	676	PRTNX	0.50	0.90
Parnassus Cor Eq Inv	IRBA	2868	PRBLX	0.50	0.87
Pionr Strat Inc A	PNSA	382	PSRAX	0.65	1.05
Prudntl Glbl RealEst A	PURA	1301	PURAX	0.50	1.27

FUND DISCLOSURE SCHEDULE

Fund Name	Fund Code	VRU Code	Ticker Symbol	Fund Payments to Nationwide	Total Fund Prospectus Gross Expense Ratio
Prudntl Jnisn Gr A	PJGA	656	PJFAX	0.50	1.05
Prudntl Jnisn Sm Co A	PGXA	1535	PGOAX	0.50	1.13
RdgWrth MdCap Val Eq I	SMTA	1107	SMVTX	0.50	1.10
TRowePr Blue Chip Gr R	TRRA	1081	RRBGX	0.65	1.25
TRowePr Eq Inc R	TRFA	1082	RRFDX	0.65	1.20
Vic Syc Estblshd Val A	VXEA	2243	VETAX	0.50	0.99
Vic Syc Sm Co Oppr A	KSXA	1715	SSGSX	0.50	1.31
WF Cor Bd A	WMBA	1100	MBFAX	0.50	0.85
WF LgCap Gr A	BWUA	4371	STAFX	0.50	1.15
WR Ivy MdCap Gr Y	WMCA	685	WMGYX	0.50	1.23

Nationwide® Fixed Select Contract
Summary of Contract Information

Plan Name: **City of Glenpool 457(b) Retirement Plan**

Date of Proposal: **June 01, 2016**

Except for dates specifically noted in this document, this offer expires 60 days from the Date of Proposal. The Specimen Contract(s) are part of this offer and must accompany this document for the offer to be valid.

Nationwide® Fixed Select Contract Elected:

Nationwide Fixed Select Contract - Specimen Contract Form PNC-1005OK

Expense Charges

- **Termination Charge** – None

Nationwide Fixed Select Interest Rate

For the current calendar quarter, April 1, 2016 through June 30, 2016, the interest rate to be credited is 1.65%.

The Interest Rate will be reviewed, and changed if applicable, each calendar quarter based upon an interest rate calculated by Nationwide and credited to the Guaranteed Fund. Any change in the Interest Rate will be effective at the beginning of each calendar quarter.

Transfers and Exchanges

Participants will be restricted from making exchanges from the Nationwide Fixed Select Contract to any other competing fixed investment option (either directly or after a subsequent exchange). There will be no restrictions on participant directed exchanges into or out of the Nationwide Fixed Select Contract into non-competing fixed investment options.

Additional exchange restrictions may apply if the Plan is utilizing a Third Party Money Manager. For more information regarding Competing Fixed Options, refer to Section 4.1, 4.2 and 4.3 of the Specimen Contract.

Transfers as defined in the Contract are subject to the Book Value Transfer Limit set forth on the Contract Specifications Page. A transfer payment of the entire Contract value may be subject to a market value adjustment. The market value of the transfer payment is equal to the amount withdrawn, increased or decreased by the market value adjustment. The market value adjustment is determined by Nationwide in accordance with uniform procedures applicable to all contracts of this class. Upon receipt of written request by the Contractholder, Nationwide will provide the market value adjustment formula.

Failure by Nationwide to take action with respect to any one or more of the restrictions listed above is not a waiver of Nationwide's right to enforce the restrictions later.

ADDITIONAL INFORMATION

Initial Interest Rate Period

For proposals generated less than 30 days prior to the end of the calendar quarter noted above, the rate noted above will be credited to the contract, unless the subsequent calendar quarter rate is higher, in which case the higher rate will apply.

Competing Fund Restrictions

When the Nationwide Fixed Select Contract is selected as a Funding Vehicle, the Nationwide Life Group Annuity Indexed Fixed, Fixed, and Short Term Indexed Fixed Contracts are not available, nor is the FDIC Insured Account. Additionally, the funds listed below are not available to be selected by the plan. Please note not all Funds listed below are available for all contracts/programs. This list should be used for reference material only and is subject to change upon review by Nationwide.

No Variable Investment Options currently compete with the Fixed Select Contract.

APPLICATION FOR NATIONWIDE FIXED SELECT ANNUITY CONTRACT

MADE TO
NATIONWIDE LIFE INSURANCE COMPANY
(Nationwide)
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
1-800-255-7566

APPLICANT'S NAME City of Glenpool
(Exact Name of Applicant, e.g., ABC Company, Inc. or Trustees of XYZ Company, Inc. Retirement Trust)

(The "Applicant"), applies to be the Contract Owner of a Guaranteed Fund Fixed Dollar Annuity Contract (the "Contract") underwritten by Nationwide Life Insurance Company ("Nationwide").

Contract Type: ☒ Pooled Fixed Contract

The applicant applies for the attached Group Annuity Contract(s) as specified above.
The applicant approves and accepts the terms of the Contract.
The applicant certifies that to the best of its knowledge:

1. The applicant has the authority to enter into the Contract.
2. The applicant's plan qualifies under:

☒ Section 457(b) of the Internal Revenue Code.

Not all Contract Types will be available for all Plan types.

3. The Applicant, if a sole proprietorship or partnership or if a trustee representing a Plan established or maintained by a sole proprietorship or partnership:

   a. is or represents a Plan established or maintained by a financially sophisticated law, accounting, investment banking, pension consulting, or investment advisory firm with financial/business knowledge and experience, capable of adequately representing its interests and those of its employees; or

   b. has obtained the advice of an independent, expert financial or business advisor having no affiliation or material business relationship with Nationwide, and capable of adequately representing the interest of the applicant and its employees.

   c. The Plan covers only (i) the employees of an employee benefit plan established or maintained by a single employer or employers under common control or (ii) the employees of any employer which contributes to a plan established or maintained by an employee organization or (iii) the employees of any employer which contributes to a plan maintained by more than one employer which is not established by an employee organization.

4. This Contract is a permissible investment under the applicant's plan.

5. The Applicant acknowledges and agrees that withdrawals and/or transfers from the Contract may be subject to a market value adjustment, and the Applicant will review the Contract for further details on when a market value adjustment will apply.

If Nationwide fails to accept this Application, the amount of deposit will be refunded without interest.

Case Number 871-60154
Advisor (FS)

STATE INSURANCE FRAUD WARNING

NOTICE TO AR, CO, KY, ME, NM, OH, AND TN RESIDENTS ONLY: Any person who, knowingly and with intent to injure, defraud or deceive any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which may be a crime and may subject such person to criminal and civil penalties, fines, imprisonment, or a denial of insurance benefits.

NOTICE TO AL RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or who knowingly presents false information in an application for insurance is guilty of a crime and may be subject to restitution fines or confinement in prison, or any combination thereof.

FOR DC RESIDENTS ONLY: WARNING: it is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits if false information materially related to a claim was provided by the applicant.

NOTICE TO LA AND RI RESIDENTS ONLY: Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO MA RESIDENTS ONLY: You must complete the application approved for use in Massachusetts and you must be issued a Massachusetts approved contract.

FOR NJ RESIDENTS ONLY: Any person who includes any false or misleading information on an application for an insurance policy is subject to criminal and civil penalties.

NOTICE TO MD RESIDENTS ONLY: Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

NOTICE TO OK RESIDENTS ONLY: WARNING: Any person who knowingly, and with intent to injure, defraud or deceive any insurer, makes any claim for the proceeds of an insurance policy containing any false, incomplete or misleading information is guilty of a felony.

NOTICE TO PR RESIDENTS ONLY: Any person who knowingly, or with the intention to defraud, includes false information in an application for insurance, or files, assists or abets in the filing of a fraudulent claim to obtain payment for a loss or other benefit, or files more than one claim for the same loss or damage, commits a felony. If found guilty, said person shall be punished for each violation with a fine of no less than five thousand dollars ($5,000), not to exceed ten thousand ($10,000); or imprisoned for a fixed term of three (3) years, or both. If extenuating circumstances are present, the jail term may be reduced to a minimum of two (2) years.

NOTICE TO VA RESIDENTS ONLY: ANY PERSON WHO, WITH THE INTENT TO DEFRAUD OR KNOWING THAT HE IS FACILITATING A FRAUD AGAINST AN INSURER, SUBMITS AN APPLICATION OR FILES A CLAIM CONTAINING A FALSE OR DECEPTIVE STATEMENT MAY HAVE VIOLATED THE STATE LAW.

FOR WA RESIDENTS ONLY: It is a crime to knowingly provide false, incomplete, or misleading information to an insurance company for the purpose of defrauding the company. Penalties include imprisonment, fines, and denial of insurance benefits.

SIGNATURES

Signed at: _____ this_____ day of _____ , 20_____.
(City, State)

Plan Sponsor Signature

_____ _____
(Applicant Official Signature) (Date)

_____ _____
Title (Trustee, If Applicable) (Date)

_____
(Title)

Financial Advisor Signature

_____ _____
(Signature of Licensed Agent) (License No.) (Date)

_____
(Title)

_____ _____
(Signature of Licensed Agent) (License No.) (Date)

Case Number 871-60154
Advisor (FS)

Nationwide

NATIONWIDE LIFE INSURANCE COMPANY
ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
1-800-255-7566

Nationwide Life Insurance Company is a Stock Life Insurance Company, organized under the laws of the State of Ohio.

Nationwide Life Insurance Company ("Nationwide") will provide the benefits described in the Contract. The Contract is provided in consideration of the Application and Deposit(s) made by:

Nationwide Trust Company, FSB as Custodian for City of Glenpool for the Exclusive Benefit of it's Participants and their Beneficiaries.
(The "Contract Owner")

Effective Date of Contract: June 1, 2016

Issue Date of Contract: June 1, 2016

Jurisdiction: Oklahoma

This Contract is issued by Nationwide in consideration of the application and Purchase Payments by the Contract Owner. The Contract Owner accepts the Contract, subject to all its terms and conditions as set forth in this document as well as any endorsements or amendments.

Executed for Nationwide on the "Effective Date of the Contract" by:

Secretary

President

GROUP ANNUITY CONTRACT NO. GA-P N/A

WARNING: ANY PERSON WHO KNOWINGLY, AND WITH INTENT TO INJURE, DEFRAUD OR DECEIVE ANY INSURER, MAKES ANY CLAIM FOR THE PROCEEDS OF AN INSURANCE POLICY CONTAINING ANY FALSE, INCOMPLETE OR MISLEADING INFORMATION IS GUILTY OF A FELONY. THE ABSENCE OF SUCH A STATEMENT SHALL NOT CONSTITUTE A DEFENSE IN ANY PROSECUTION.

UNALLOCATED GUARANTEED FUND FIXED DOLLAR ANNUITY, NON-PARTICIPATING

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APPLICATION FOR AND ACCEPTANCE OF GROUP ANNUITY CONTRACT

CONTRACT SPECIFICATIONS PAGE

SPECIMEN

PNC-1005OK

Plan:	Trustees or Custodian of the City of Glenpool
Contract Owner:	Nationwide Trust Company, FSB as Custodian for City of Glenpool
Maximum Annual Contribution:	$10,000,000
Contract Charge:	$0
Administration Charge:	None
Contract Anniversary:	To Be Determined based on first Deposit/Transfer.
Book Value Transfer Limit:	20%
Book Value Limit for Third Party Asset Manager Exchanges:	Greater of 0% of assets on the date of the requested exchange and $0 during any 12 month period.
Companion Investment Option(s):	N/A
Competing Fixed Restriction Period:	6 months
Expense Credit Percentage:	100.00% for Takeover Deposits received within 12 months of the Effective Date of the Contract. 100% for all other deposits
Initial Interest Guarantee:	Period: April 1, 2016 - June 30, 2016 — Rate: 1.65%
Market Value Adjustment Factor:	1 +5x(A-B+C), where A is the highest credited rate in the 30 days prior to the transaction. For purposes of this calculation, B is the Barclay Capital Baa component of the U.S. Credit index. If these yields are no longer published by Barclay's or a successor organization or if the method of calculation of the index is changed, an equivalent index will be chosen. For purposes of this calculation, C is the cost of compensation reflected in the interest rate, plus .5%.
Percentage Reduction in Number of Participants as defined in Section 1.31:	15%
Processing Transfers:	180 Calendar Days
Termination Fee:	None

ARTICLE I - DEFINITIONS

1.1 **ADMINISTRATIVE CHARGE** - fee collected based on the assets held in this Contract. Such fee would be described as an annual charge but would be withdrawn monthly or more frequently if applicable.

1.2 **ANNUITANT** - a person upon whose life an Annuity Benefit is based.

1.3 **ANNUITY** - any benefit in the form of a series of payments due in accordance with the Plan, payable under this Contract.

1.4 **AUTHORIZED REPRESENTATIVE** - any person or entity, mutually agreeable to the Plan and Nationwide, who is authorized to give direction to Nationwide.

1.5 **BENEFICIARY** - the person designated by the Annuitant to receive certain benefits under the Contract if the Annuitant dies before the Annuitization Date and there is no surviving Joint Owner.

1.6 **BENEFIT PAYMENT** - a distribution that is permitted by the Plan on behalf of a Participant.

1.7 **BOOK VALUE LIMIT FOR THIRD PARTY ASSET MANAGER EXCHANGES** - maximum amount of exchanges initiated by a Third Party Asset Manager which would occur at book value as set forth on the Contract Specifications Page. Exchanges in excess of this amount, if permitted by this Contract, may be subject to a market value adjustment.

1.8 **BOOK VALUE TRANSFER LIMIT** - percentage of the Guaranteed Fund on the Transfer Date as set forth on the Contract Specifications Page.

1.9 **BUSINESS DAY** - each day on which Nationwide's home office and the New York Stock Exchange or any successor exchange are open for business.

1.10 **CASH PAYMENT** - a form of Benefit Payment other than an Annuity purchased under this Contract.

1.11 **COMPANION INVESTMENT OPTION(S)** - another investment option under the Plan which is mutually agreeable to Nationwide and the Contract Owner. This may include other investment contracts and options offered by Nationwide or by another provider.

1.12 **COMPETING FIXED INVESTMENT** - any Fixed Investment which the Plan can use for new deposits or exchanges.

1.13 **COMPETING FIXED RESTRICTION PERIOD** - the length of time during which a participant may not exchange monies into any Competing Fixed Investment from any option of the Plan, regardless of whether the Competing Fixed Investment is a Companion Investment Option or a non-Nationwide contract.

1.14 **CONTRACT** - the terms, conditions, benefits and rights of the group fixed annuity described in this document, as well as any endorsements, amendments and the attached application form.

1.15 **CONTRACT YEAR** - the period beginning on the Effective Date or on any Contract Anniversary and ending on the day immediately preceding the next following Contract Anniversary.

1.16 **DEPOSITS** - new money deposited into the Contract by the Contract Owner. Unless otherwise agreed to in writing, Nationwide only accepts Deposits in the currency of the United States of America.

1.17 **EMPLOYER** - the employer(s) of the Participants in the Plan.

1.18 **EXCHANGE** - the movement of amounts attributable to Participant Accounts to an eligible Companion Investment Option under the Plan.

ARTICLE I - DEFINITIONS
(Continued)

1.19 **EXPENSE CREDIT PERCENTAGE** - applicable to Plan assets that are in existence prior to the Effective Date of this Contract which are deposited to this Contract prior to the first Contract Anniversary and is the lesser of the actual penalty or charge incurred as a result of such transfer.

1.20 **FIXED INVESTMENT** - an investment which guarantees principal and/or interest, a money market fund, or any other investment which could contain more than 50% short term debt securities. Instruments which provide for a guarantee of principal upon withdrawal include but are not limited to: group annuities and individual annuities which are invested in an insurer's general account, guaranteed investment contracts, bank certificates of deposit, and any other investment determined to be a Fixed Investment by Nationwide on the Effective Date or the date on which Investment Options are added to the Plan.

1.21 **FUNDING SUCCESSOR** - the Plan's trustee or custodian or any financial institution providing a Funding Vehicle(s) to the Plan.

1.22 **INITIAL INTEREST GUARANTEE** - minimum interest crediting rate applicable to this Contract for the period(s) listed in the Initial Interest Guarantee section of the Contract Specifications Page. All interest crediting rates provided under the Contract are guaranteed to be not less than the Initial Interest Guarantee for the periods listed in the Initial Interest Guarantee section of the Contracts Specifications Page.

1.23 **INVESTMENT OPTION** - a fund offered by the Plan, composed of one or more investments and which is available for independent selection by the Participant.

1.24 **JOINT AND SURVIVOR** - provides periodic payments during the joint lifetime of the Annuitant and the survivor Annuitant. Periodic payments to the Annuitant will end with the last periodic payment made preceding the Annuitant's death.

1.25 **LIFE WITH PERIOD CERTAIN** - provides payments during the lifetime of the Annuitant. If the death of the Annuitant occurs before they received the specified number of payments the remaining payments are paid to a Beneficiary.

1.26 **OFFICER** - any individual considered an Officer for purposes of Section 416 of the Internal Revenue Code and Regulations there under. If an individual is considered to be an Officer at any time during the term of this Contract, the individual will always be considered an Officer for purposes of this Contract.

1.27 **ORIGINAL SIGNATURE** - an authentic, hardcopy, non-reproduced signature of the Employer, sponsor, Plan Representative, or Authorized Representative.

1.28 **OWNER** - any party who (1) owns (or is considered as owning within the meaning of Section 318 of the Internal Revenue Code) more than ten (10) percent of the capital or profits or interest in an employer which is not a corporation. For purposes of this definition, the constructive ownership rules of Section (i)(1)(B)(iii) of the Internal Revenue Code shall apply. If an individual is considered to be an Owner at any time during the term of this Contract, the individual will always be considered as such for purposes of this Contract.

1.29 **PARTICIPANT** - a person for whom benefits are provided under this Contract, in accordance with the Plan.

1.30 **PLAN REPRESENTATIVE** - the Sponsor unless this Agreement was also executed by the Plan Administrator, in which case, the Plan Administrator shall be the Plan Representative.

ARTICLE I - DEFINITIONS
(Continued)

1.31 **REDUCTION IN NUMBER OF PARTICIPANTS** - any reduction of more than the percentage, as set forth on the Contract Specifications Page, of the number of Participants under the Plan since the Effective Date of the Contract which is the result of any change in the Plan or action taken by the Employer(s).

1.32 **SIGNATURE** - either the Original Signature or an Original Signature that has been replicated by photocopy, electronic means, or fax.

1.33 **STRAIGHT LIFE** - Annuity provides payments during the lifetime of the Annuitant. Payments will end with the last payment made on or preceding the Annuitant's date of death.

1.34 **TAKEOVER DEPOSITS** - Plan assets that are in existence prior to the Effective Date of this Contract which are deposited to this Contract.

1.35 **THIRD PARTY ASSET MANAGER** - an appropriately licensed firm that selects Plan Investment Options and/or develops asset allocation models, either of which Participants may select for investment. Participants may invest in such Investment Options or asset allocation models only if authorized by the Contract Owner.

1.36 **TRANSFER DATE** - date upon which initial payment is made to the funding successor.

1.37 **TRANSFERS** - the movement of amounts to a non-Companion Investment Option which is part of the Plan.

1.38 **WITHDRAWAL** - a liquidation and payment of part or all of the Contract Value directed by the Contract Owner. References to "Withdraw" or "Withdrawn" will also mean Withdrawal.

1.39 **WRITTEN COMMUNICATION(S)** - any notices, instructions or other instruments required to be in writing with Signature (or Original Signature, where so indicated) from Nationwide, the Contract Owner, the Plan Representative, or the designated Authorized Representative. 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 determined to be in good order by Nationwide.

ARTICLE II - GUARANTEED FUND

2.1 GUARANTEED FUND

Nationwide shall establish and maintain a Guaranteed Fund. Nationwide shall provide to the Contract Owner an annual accounting of all financial transactions occurring with respect to this Contract.

2.2 AMOUNT OF GUARANTEED FUND

The amount of the Guaranteed Fund at any time will be equal to the total of the Deposits credited in accordance with Article III, plus any amounts exchanged in accordance with Section 4.2, plus interest as provided in Section 2.3, less any withdrawals made from the Guaranteed Fund in accordance with Articles IV, V, VI, VII, and VIII.

2.3 INTEREST CREDITS

Subject to the provisions of Section 9.1, during each Contract Year, the Guaranteed Fund will be credited with daily interest at an effective annual rate of interest. At the beginning of each calendar quarter Nationwide will calculate an interest rate which will be credited to the Guaranteed Fund during that quarter .

In accordance with the Initial Interest Guarantee section of the Contract Specifications Page, the interest rates that will be declared and credited by Nationwide during the initial periods of the Contract shall not be less than the rates listed in the Initial Interest Guarantee section of the Contract Specifications Page applicable to those periods.

In computing the amount of interest to be credited to the Guaranteed Fund, Nationwide will use the first day following the date amounts are credited to the Guaranteed Fund through the actual date on which withdrawals are made from the Guaranteed Fund.

2.4 INTEREST RATE AFTER THE TRANSFER DATE

In the event that the Contract is terminated and paid out in installments, per Section 8.2 of this Contract, any interest rate guarantees specified on the Contract Specifications page will expire. The interest rate for the period following the Transfer Date until the termination of this Contract will be equal to the highest crediting rate in the 30 days prior to when Written Communications are received by Nationwide to terminate and pay out the Contract in installments, less 1%.

ARTICLE III - DEPOSITS

3.1 DEPOSITS

The Contract Owner may make Deposits to Nationwide in such amount as may be determined by the Contract Owner. Unless otherwise agreed to in writing by Nationwide, the Maximum Annual Contribution, which may be made during a Contract Year, shall not exceed the amount set forth on the Contract Specifications Page.

Nationwide, at its option, has the right to suspend future contributions to this Contract with 90 days notice to the Contract Owner.

3.2 CREDITING OF DEPOSITS

Each Deposit will be credited to the Guaranteed Fund no later than the third Business Day following its receipt.

For Takeover Deposits where the Expense Credit Percentage exceeds 100%, Nationwide will credit the Guaranteed Fund the lesser of each Takeover Deposit multiplied by the Expense Credit Percentage or the account value of participant accounts associated with each Takeover Deposit immediately prior to transfer to Nationwide.

ARTICLE IV - EXCHANGES

4.1 PARTICIPANT DIRECTED EXCHANGES TO A COMPANION INVESTMENT OPTION WHICH IS NOT A COMPETING FIXED INVESTMENT

The Authorized Representative, Participants, or any designee may initiate exchanges from the Guaranteed Fund to a Companion Investment Option which is not a Competing Fixed Investment, subject to limitations described below. Exchanges will be processed within one Business Day via electronic means acceptable to Nationwide and three Business Days following receipt in the required format of Written Communications. By providing Written Communication or permitting Participants to initiate such transactions via a voice response system or the Internet, the Contract Owner certifies that such transactions are permitted under the Plan.

For purposes of this section, exchanges initiated by a Third Party Asset Manager will not be considered Participant directed exchanges and instead will be subject to the terms and conditions specified in Section 4.3 of this Contract.

Exchanges may be subject to limitations imposed by the Companion Investment Option, if applicable.

Exchanges shall be made by withdrawing 100% of the amount to be exchanged from the Guaranteed Fund and crediting the amount to the Companion Investment Option.

If the Plan has a Competing Fixed Investment(s), then the Plan agrees to disallow any exchanges to any Competing Fixed Investment during the Competing Fixed Restriction Period following any employee directed exchanges to a Companion Investment Option which is not a Competing Fixed Investment.

4.2 PARTICIPANT DIRECTED EXCHANGES TO A COMPANION INVESTMENT OPTION WHICH IS A COMPETING FIXED INVESTMENT

The Authorized Representative, Participants, or any designee may not initiate exchanges from the Guaranteed Fund to a Companion Investment Option which is a Competing Fixed Investment.

4.3 ALL OTHER EXCHANGES TO A COMPANION INVESTMENT OPTION

Nationwide will allow exchanges initiated in accordance with an asset allocation model provided that the percentage of any affected Participant's assets with respect to this Contract is unchanged. These exchanges will be processed within three Business Day via electronic means acceptable to Nationwide and three Business Days following receipt in the required format of Written Communications. By providing Written Communication or permitting a Third Party Asset Manager to initiate such transactions on the Internet, the Contract Owner certifies that such transactions are permitted under the Plan.

Exchanges initiated by a Third Party Asset Manager due to a change in the percentage allocation of a Participant's balance will be done at Book Value provided that such transactions do not exceed the Book Value Limit For Third Party Asset Manager Exchanges specified on the Contract Specifications Page(s), Any exchanges in excess of this amount will require the mutual consent of the Contract Owner and Nationwide, and may require that the amount withdrawn be adjusted by a Market Value Adjustment Factor. Should a market value adjustment apply, the market value of the Withdrawal is equal to the amount withdrawn multiplied by the market value adjustment factor as specified on the Contract Specifications Page(s).

Any other exchanges out of this Contract which are not Participant directed will require the mutual consent of both Nationwide and the Contract Owner.

Exchanges may be subject to limitations imposed by the Companion Investment Option, if applicable.

ARTICLE IV - EXCHANGES
(Continued)

4.4 PARTICIPANT DIRECTED EXCHANGES FROM A COMPANION INVESTMENT OPTION

The Authorized Representative, Participants, or any designee may initiate exchanges from a Companion Investment Option to the Contract. By providing Written Communication or permitting Participants to initiate such transactions via a voice response system or the Internet, the Contract Owner certifies that such transactions are permitted under the Plan. Limitations may be imposed by the Companion Investment Option.

4.5 ALL OTHER EXCHANGES FROM A COMPANION INVESTMENT OPTION

Exchanges initiated by a Third Party Asset Manager due to a change in the percentage allocation of a Participant's balance will be allowed, Any exchanges in excess of this amount will require the mutual consent of the Contract Owner and Nationwide.

Any exchanges into this Contract which are not Participant Directed will require the mutual consent of both Nationwide and the Contract Owner.

ARTICLE V - PAYMENT OF BENEFITS

5.1 BENEFIT PAYMENTS

Subject to the other provisions of this Contract, upon Written Communications from the Contract Owner, Nationwide shall purchase Annuities or make Cash Payments in such manner and amounts specified by the Contract Owner on behalf of the Participant. The Contract Owner may request any one of the following Annuity forms on behalf of a Participant:

(a) Straight Life Form - This form of Annuity provides payments during the lifetime of the Annuitant. Payments will end with the last payment made on or preceding the Annuitant's date of death.

(b) Joint and Survivor Form - This form of Annuity provides periodic payments during the joint lifetime of the Annuitant and the survivor Annuitant. Periodic payments to the Annuitant will end with the last periodic payment made preceding the Annuitant's death. Upon the Annuitant's death, periodic payments in the amount of 50%, 66 2/3%, 75%, or 100% (as elected by the Annuitant) of the periodic payments payable to the Annuitant, will be continued to the survivor Annuitant, if living. Periodic payments will terminate with the last periodic payment made preceding the later of the date of death of the Annuitant and the survivor Annuitant.

(c) Life With Period Certain Form - This form of Annuity provides payments during the lifetime of the Annuitant. If the death of the Annuitant occurs before the Annuitant has received the specified number of payments (as elected by the Annuitant), the payments remaining will be paid to a Beneficiary designated by the Annuitant. If no Beneficiary has been designated or if the death of the designated Beneficiary occurs before the Annuitant and Beneficiary have received the total number of payments due, the commuted value of the payments remaining will be paid in a lump sum. Such payment will be paid to the estate of the last survivor of the Annuitant and the designated Beneficiary.

Annuity purchases and Cash Payments may be made on any form mutually agreeable between Nationwide and the Contract Owner, in accordance with the provisions of the Plan and the Contract. Nationwide will purchase the Annuity or provide the Cash Payment.

5.2 PURCHASE AND AMOUNT OF ANNUITY

Nationwide will purchase an Annuity by withdrawing the amount to be applied to purchase the Annuity from the Guaranteed Fund.

The amount of the Annuity will be determined by dividing the amount withdrawn, less the amount of tax, if any, by the appropriate purchase rate, as determined by the procedures of Nationwide for all contracts of this class.

If the withdrawal requested plus any applicable expense charges and taxes exceed the amount of the Guaranteed Fund, the amount of the Annuity will be limited to that which can be purchased by the amount of the Guaranteed Fund remaining after withdrawal of any tax or charges.

5.3 SMALL ANNUITIES

If the amount to be applied to purchase an Annuity is less than $5,000, or other amount as permitted by law, Nationwide may, instead of purchasing an Annuity, make a Cash Payment to the Participant, Beneficiary, or Contract Owner. The Cash Payment will be equal to the amount to be applied, less any tax or charges.

ARTICLE V - PAYMENT OF BENEFITS
(Continued)

5.4 MISSTATEMENTS AND ADJUSTMENTS

If the age or any other relevant fact relating to any Annuitant is found to have been misstated, the amount of Annuity payments payable by Nationwide will be adjusted, unless some other adjustment, satisfactory to the Contract Owner and Nationwide is made. The amount of the adjustment will be made on the basis of the corrected information. The adjustment will be made without changing the date of the first payment. Any adjustment made shall be conclusive on any person affected by the adjustment. The dollar amount of any underpayment made by Nationwide will be paid in full with the next payment due. The dollar amount of any overpayment by Nationwide will be deducted to the extent possible from the next payment or payments.

5.5 CASH PAYMENTS OR LOANS

The Contract Owner may notify Nationwide in writing that a Cash Payment or loan has become payable, in accordance with the Plan. Nationwide shall withdraw on a Pro Rata Withdrawal basis the amount payable from the Guaranteed Fund, and shall pay the amount withdrawn to the Participant, Beneficiary, or Contract Owner (if a trust), less taxes and applicable charges. If the Cash Payment results from a termination of the Plan or Reduction in Number of Participants, the amount payable to each affected Participant or to the Contract Owner shall be made in accordance with Section 7.1. No loans shall be made after the Transfer Date specified in Article VIII. This Section shall not apply to any payment made for the purpose of reinvestment in accordance with the Plan without the approval of Nationwide.

If the amount to be withdrawn for the payment of a Cash Payment or loan exceeds the value of the Guaranteed Fund, the payment will be limited to the dollar amount in the Guaranteed Fund less taxes and applicable charges.

5.6 PROCESSING ANNUITY PURCHASES

Annuity Purchases, as described in Article V, will be made within 15 Business Days following receipt of Written Communications.

5.7 PROCESSING CASH PAYMENTS

Cash Payments, as described in Article V, will be made within five Business Days following receipt of Written Communications .

5.8 PRO RATA WITHDRAWALS

Withdrawals made in accordance with Article V of this Contract will be made from the Guaranteed Fund in proportion to the amount of the Guaranteed Fund to the amount of the Guaranteed Fund plus all other Fixed Investments which are part of the same Investment Option.

ARTICLE VI - CHARGES

6.1 ADMINISTRATION CHARGE

In the event that an Administration Charge is due, as set forth on the Contract Specifications Page, Nationwide shall withdraw the amount of the charge from the Guaranteed Fund.

6.2 CONTRACT CHARGE

In the event that a Contract Charge is due, as set forth on the Contract Specifications Page, Nationwide shall withdraw the amount of the charge from the Guaranteed Fund.

6.3 TERMINATION FEE

In the event of the following:

(1) Transfer of assets to a new investment vehicle or investment provider;

(2) Cash Payments to Officers and Owners for in-service withdrawals (except loans, financial hardships of $50,000 or less taken at least twelve (12) months prior to separation of service, and amounts required to be distributed as a result of compliance with Section 401(a)(9) of the Internal Revenue Code), disability payments if such disability does not meet the Social Security definition, or upon severance of employment or retirement;

(3) Outstanding loan balances of Officers and Owners upon payment of a Cash Payment on or after severance of employment;

(4) Cash Payments resulting from a termination of a Plan or Reduction in Number of Participants, which is the result of any change in the Plan or action taken by the Employer(s).

The Contract Owner shall pay to Nationwide, or Nationwide may withdraw from the Contract, a Termination Fee equal to the percentage set forth in the Contact Specifications Page(s).

6.4 OTHER EXPENSE CHARGES

For services rendered at the written request of the Contract Owner, Nationwide shall withdraw from the Guaranteed Fund amounts sufficient for the reimbursement of expenses. The amount withdrawn from the Guaranteed Fund pursuant to this section will be in proportion to the amount of the Plan's assets held in the Guaranteed Fund when compared to the amounts held in the Plan's other investment options.

6.5 OTHER EXPENSE WITHDRAWALS

The Contract Owner may notify Nationwide in writing that the Plan has incurred an expense and may direct that the amount be paid from the Guaranteed Fund. The amount withdrawn from the Guaranteed Fund pursuant to this section will be in proportion to the amount of the Plan's assets held in the Guaranteed Fund when compared to the amounts held in the Plan's other investment options. Nationwide shall withdraw the amount from the Guaranteed Fund and shall pay the amount to the person or entity specified in the notice.

6.6 PAYMENT OF CHARGES

With the agreement of Nationwide, the Contract Owner may elect to pay any charge in accordance with Sections 6.1, 6.2, 6.3, or 6.4 directly to Nationwide. In this event, Nationwide shall notify the Contract Owner of the amount of such charge; as of the date such charge would otherwise have been withdrawn from the Guaranteed Fund. If Nationwide does not receive payment of such charge within thirty-one (31) days after the date of the notice, the amount thereof shall be withdrawn from the Guaranteed Fund.

6.7 OTHER TAXES

Nationwide shall withdraw from the Guaranteed Fund the amount of any other taxes levied by a state or other government entity in addition to the taxes referred to in Section 5.2.

ARTICLE VII - PAYMENTS UPON TERMINATION OF PLAN / CONTRACT OR REDUCTION IN NUMBER OF PARTICIPANTS

7.1 PAYMENTS UPON TERMINATION OF PLAN / CONTRACT OR REDUCTION IN NUMBER OF PARTICIPANTS

In the event that the Contract Owner requests a payment from the Contract due to Plan termination, merger of the Plan, or Reduction in Number of Participants, the Contract Owner shall provide Written Communication to Nationwide, in accordance with Section 9.3, to make payments in one of the following manners:

(a) purchase an Annuity for each affected Participant; or

(b) use all or a portion of the Guaranteed Fund to make Cash Payments to each affected Participant. In this event, Nationwide will pay the market value of the amount withdrawn, less taxes and applicable charges in accordance with Article VI. The market value of the Withdrawal is equal to the amount withdrawn multiplied by the Market Value Adjustment Factor. Cash Payments will be made to each affected Participant within 30 days of following receipt of Written Communication; or

(c) use all or a portion of the Guaranteed Fund to make payment to a Funding Successor. In this event, Nationwide shall make a transfer payment to the Funding Successor equal to the market value of such amount, less taxes and applicable charges in accordance with Article VI. The market value of the Withdrawal is equal to the amount withdrawn multiplied by the Market Value Adjustment Factor as specified on the Contract Specifications Page(s). Transfer payments to a Funding Successor will be made on the Transfer Date, which will not be more than 90 days following receipt of Written Communication.

If any amount remains in the Guaranteed Fund after all liabilities of the Plan have been satisfied, Nationwide will pay an amount to the Contract Owner equal to the market value of the remaining amount in the Guaranteed Fund, less taxes and applicable charges in accordance with Article VI.

7.2 TERMINATION OF CONTRACT

This Contract shall terminate on the date coinciding with the latest of the following:

(a) the day the Guaranteed Fund is exhausted by withdrawals;

(b) the day no further Annuity payments are payable hereunder; or

(c) 12 months following the Issue Date of the Contract, if no Deposits have been made to this Contract or to a Companion Contract.

7.3 OTHER INVOLUNTARY TERMINATIONS OF THE CONTRACT

Nationwide reserves the right to terminate this Contract with 90 days notice. Should Nationwide decide to terminate the Contract, the Contract Owner will notify Nationwide that it wishes to take the following actions:

a) Purchase an Annuity for each affected Participant.
b) Transfer monies in installments to a Funding Successor as described in Section 8.2 of this Contract.
c) Transfer monies in a lump sum to a Funding Successor as described in Section 8.3 of this Contract.

Should the Contract Owner fail to notify Nationwide within 90 days, Nationwide reserves the right to transfer monies in a lump sum out of this Contract following the terms and conditions of Section 8.3, and deposit the proceeds in a non-interest bearing account at Nationwide.

7.4 TERMINATION AND PURCHASED ANNUITIES

Termination of this Contract will not result in the loss of any benefits under an annuity purchased on behalf of a Participant pursuant to this Contract.

ARTICLE VIII - TRANSFERS

8.1 NOTICE OF TRANSFER AND TRANSFER PAYMENTS

The Contract Owner may, at any time, give Written Communications to Nationwide to make one or more Withdrawals from the Guaranteed Fund to provide transfer payments to a Funding Successor.

The first Guaranteed Fund Withdrawal will be made on the Transfer Date. The amount transferred may be subject to taxes and applicable charges. In the event that the Contract is terminated by Nationwide as described in Section 7.3 of this Contract, the Termination Fee as described in Section 6.3 of the Contract will be waived.

8.2 GUARANTEED FUND WITHDRAWALS AND TRANSFER PAYMENTS

Nationwide will make annual Withdrawals from the Guaranteed Fund beginning on the Transfer Date and continuing on each anniversary thereof until the Guaranteed Fund is exhausted. If the Guaranteed Fund has not been exhausted by the fifth (5^{th}) anniversary of the Transfer Date Nationwide shall make a final payment on that date. The first withdrawal will be equal to the Book Value Transfer Limit reduced by the sum of (a) any amounts exchanged from the Guaranteed Fund to a Companion Investment Option during the twelve-month period immediately preceding the withdrawal and (b) any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve (12) month period immediately preceding the Withdrawal. Subsequent Withdrawals will be equal to the Book Value Transfer limit reduced by any amounts withdrawn from the Guaranteed Fund to make Cash Payments during the twelve (12) month period immediately preceding the Withdrawal.

Instead of annual Withdrawals, Nationwide may, at its option, make monthly withdrawals in an amount equal to one-twelfth of annual amounts from the Guaranteed Fund, as described in the paragraph above.

Each time a Withdrawal is made from the Guaranteed Fund, in accordance with this Section, Nationwide shall make a transfer payment to the Funding Successor in the amount of the Withdrawal, less taxes and applicable charges in accordance with Article VI. In the event that the Contract is terminated by Nationwide as described in Section 7.3 of the Contract, the Termination Fee as described in Section 6.3 of the Contract will be waived.

The interest rate after the Transfer Date shall be the amount specified in Section 2.4 of the Contract.

8.3 ALTERNATIVE GUARANTEED FUND WITHDRAWAL AND TRANSFER PAYMENT

Instead of the Withdrawals and Transfer payments provided in Section 8.2, the Contract Owner may direct Nationwide to withdraw all of the Guaranteed Fund on the Transfer Date, which will not be more than 90 days following receipt of the Contract Owner's written request, in good order.

In this event, Nationwide shall make a transfer payment to the Funding Successor equal to the market value of such amount. The market value of the Withdrawal is equal to the amount withdrawn multiplied by the Market Value Adjustment Factor. Taxes and applicable charges in accordance with Article VI shall reduce transfer payments.

If the transfer payment results from a full or partial termination of the Plan or merger of the Plan, the transfer payments shall be made in accordance with Section 8.1.

In the event that the Contract is terminated by Nationwide as described in Section 7.3 of this Contract, the Termination Fee as described in Section 6.3 of the Contract will be waived. In addition, the Market Value Adjustment Factor used to determine the transfer payment under this Section will be the greater of the amount specified on the Contract Specifications Page(s) and 1.

ARTICLE IX - GENERAL PROVISIONS

9.1 GUARANTEES AND CHANGE OF CONTRACT

Nationwide guarantees that the Termination Fee schedule set forth on the Contract Specifications Page will not be changed during the term of this Contract.

Nationwide guarantees that the interest rate(s) credited under this Contract will not be changed before the end of the period set forth under the Initial Interest Guarantee provision on the Contract Specifications Page(s), except via written agreement between the Contract Owner and Nationwide. Prior to expiration of the guarantee, Nationwide shall provide written notice to the Contract Owner of the new interest rate. Nationwide reserves the right to change all other provisions of this Contract as of the second Contract Anniversary and at any time thereafter, by giving written notice to the Contract Owner not less than sixty (60) days before the effective date of the change.

Nationwide will guarantee any portion of this Contract added or changed for at least one year against subsequent change.

Notwithstanding the other provisions of this Section, Nationwide may amend the Contract when, in the opinion of Nationwide, an amendment is necessary to protect Nationwide from adverse financial impact due to any amendment to or modification of the Plan, changes in the administrative practices adhered to by the Plan, changes in Investment Options offered by the Plan, or the action of any legislative, judiciary, or regulatory body, which impact the Contract. This Contract may also be changed in any respect, at any time, by written agreement between the Contract Owner and Nationwide.

No change will adversely affect the rights of any Participant with respect to an Annuity purchased before the effective date of the change unless:

(a) the change is required by law or regulation, or

(b) the consent of each affected Participant in interest is obtained.

No agent or other person, except an Officer of Nationwide or other home office official to whom authority has been delegated has authority to change this Contract, to waive any provisions or charges, or to bind Nationwide by making any promise, representations or by giving any information. Any change, extension, waiver, promise, or representation shall not be construed as authority, or act as a precedent, for the same or similar act performed by Nationwide on another occasion.

9.2 CONTRACT OWNER AND AUTHORIZED REPRESENTATIVE

The Contract Owner is the entity named on the face page of the Contract. The Contract Owner shall be the Authorized Representative under this Contract of each Employer. The Contract Owner may appoint an Authorized Representative. The Authorized Representative must be mutually agreeable to both Nationwide and the Contract Owner. Nationwide will deal only with the Contract Owner or its Authorized Representative. Nationwide shall be entitled to rely on any action taken or omitted by the Contract Owner or its Authorized Representative pursuant to the terms of this Contract.

9.3 COMMUNICATION AND NOTIFICATION

All communications to the Contract Owner or to Nationwide, as required under this Contract, shall be in writing, except where the Contract specifies the use of electronic format(s) for use on the Internet. The Written Communication shall be addressed to the Contract Owner at their principal address or to Nationwide at its home office. The Contract Owner shall notify Nationwide at least thirty (30) days prior to the effective date of the following events:

ARTICLE IX - GENERAL PROVISIONS
(Continued)

(a) amendment or modification of the Plan;

(b) change in the administrative practices adhered to by the Plan;

(c) change in the Investment Options offered by the Plan;

(d) Reduction in Number of Participants;

(e) full or partial Plan termination; or

(f) merger of this Plan with another Plan for all or a class of Participants.

The Contract Owner shall notify Nationwide of a merger, consolidation, or reorganization by the Employer within thirty (30) days after the effective date of the event.

In the event that the Contract Owner fails to properly inform Nationwide of any item indicated above, which results in an adverse financial impact to Nationwide, except as provided in paragraphs 9.1(a) and 9.1(b), Nationwide may modify the Contract provisions, change its administrative practices, and/or recover losses incurred from the Contract Owner as a result of adverse financial impact, using uniform procedures applicable to Contracts of this class .

9.4 PLACE OF PAYMENT - CURRENCY

All Deposits and other amounts payable by the Contract Owner shall be payable to Nationwide at its home office. All payments by Nationwide under this Contract shall be payable from its home office, except where payment at any other place is required by an applicable law.

All monies payable under this Contract, whether to or by Nationwide, shall be in the lawful currency of the United States of America.

9.5 CERTIFICATES

Nationwide issues to each Participant and Retired Participant under the Contract a “Certificate of Participation and Disclosure Document” explaining rights, benefits and expense charges under the Contract. Nationwide will issue an Annuity Certificate to each person or Participant for whom an Annuity is purchased under this Contract as of the date the first payment is made. In addition, if any applicable law requires, Nationwide will issue a descriptive certificate to the Contract Owner for delivery to each Participant. Each descriptive certificate will describe the benefits to which the person or Participant is entitled under this Contract.

9.6 BENEFICIARY - SETTLEMENT OPTIONS

If this Contract provides for payment of any amount or amounts after the death of an Annuitant to a person other than a survivor Annuitant, payment shall be made to a Beneficiary designated by such Annuitant. An Annuitant may change a Beneficiary previously designated.

Any designation or change shall be made by filing a request with Nationwide on a form satisfactory to Nationwide, and shall become effective when received and accepted by Nationwide. After any such designation or change is entered, it shall relate back and take effect as of the date of the request, but without prejudice to Nationwide on account of any payments made by it before receipt of such request.

The interest of any Beneficiary shall cease upon death, unless the Annuitant has directed otherwise. If there is no designated Beneficiary to receive any amount which becomes payable to a Beneficiary, the amount shall be payable to the estate of the last survivor of the Annuitant and the Beneficiary.

ARTICLE IX - GENERAL PROVISIONS
(Continued)

Nationwide, in determining the existence, ages, or any other facts relating to any persons designated as Beneficiaries, either as a class or otherwise, may rely solely on any affidavit or other evidence deemed satisfactory by Nationwide, and each and every payment made by Nationwide in reliance thereon will, to the extent of such payment, be a valid discharge of its obligation under this Contract.

If any payments other than a lump sum become payable to one or more Beneficiaries, and if the monthly amount of the payments payable to any Beneficiary is less than $20, or other amount as permitted by law, or if the Beneficiary is other than a natural person receiving payments in its own right, Nationwide may, instead of making the payments, pay the commuted value thereof in full settlement of its liability for such payments.

If at any time the amount that would be payable in a lump sum to the Beneficiary, if such Annuitant were to die at that time, exceeds $5,000, or other amount as permitted by law, the Annuitant and Nationwide may arrange, by mutual agreement, a mode of settlement other than payment in a lump sum. If no mode of settlement has been arranged before the death of an Annuitant, the Beneficiary and Nationwide may then mutually agree upon a mode of settlement for the benefit of the Beneficiary other than payment in a lump sum.

9.7 ASSIGNMENT

Except insofar as may be contrary to any applicable laws, this Contract and the assets therein are not assignable and are not subject to the claims of any creditor of the Contract Owner or Participant without the consent of Nationwide.

9.8 INFORMATION - RECORDS

The Contract Owner shall furnish all information that Nationwide may reasonably require for the administration of this Contract. If the Contract Owner cannot furnish this information, Nationwide may request the person concerned to furnish such information. Nationwide will not be liable for the fulfillment of any obligations until it receives all requested information in a form satisfactory to Nationwide.

9.9 ENTIRE CONTRACT - CONSTRUCTION

This document, together with the attached Application, constitutes the entire Contract. This Contract will be construed according to the laws of the Jurisdiction set forth on the cover page. By signing this Contract and any modifications, amendments or endorsements to this Contract, the Contract Owner represents to Nationwide that the Plan and Trust, if any, conform to and are consistent with the provisions of this Contract. Should the Plan or Trust, if any, need to be amended to conform to the provisions of this Contract, the Contract Owner is responsible for such amendments. The terms of this Contract shall prevail over terms of the Plan and Trust, if any, in cases of conflict.

SPECIMEN

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SPECIMEN

Nationwide Life Insurance Company

NATIONWIDE LIFE INSURANCE COMPANY
[ONE NATIONWIDE PLAZA
COLUMBUS, OHIO 43215
1-800-255-7566]

UNALLOCATED GUARANTEED FUND FIXED DOLLAR ANNUITY

This Contract is **non-participating** which means it will not pay dividends resulting from any of the surplus or earnings of Nationwide Life Insurance Company.

Morningstar® 3(21) Fiduciary Services Agreement

Please Complete Section

For City of Glenpool

Case Number: 871-60154

Enclosed is the Morningstar® 3(21) Fiduciary Services Agreement for your review and signature. This agreement describes the service and outlines your role and responsibilities as well as those of Morningstar and Nationwide.

As part of this agreement, you will be acknowledging that communications from Nationwide related to the Morningstar® 3(21) Fiduciary Services will be made either electronically or via US Mail. Communications which are provided via Email will be sent to the Plan Sponsor Email on file:

Current Plan Sponsor Email on file: dpengelly@cityofglenpool.com

To ensure uninterrupted coverage, you may add an additional electronic (Email) address to which notifications relating to the Service will be sent.

Additional Email address:_____

Please remember that as a plan fiduciary, you are responsible for providing updated Email and U.S. mail addresses to Nationwide as necessary.

Exhibit A of the agreement reflects the available investment options for selection based on your chosen Plan Lineup. You will select the options that will comprise your Plan's Investment Menu in this Exhibit.

MORNINGSTAR 3(21) FIDUCIARY SERVICES AGREEMENT

This Morningstar 3(21) Fiduciary Services Agreement ("Agreement") is between City of Glenpool ("Plan Sponsor", "you" or "your") of the City of Glenpool 457(b) Retirement Plan("Plan"), Morningstar Associates, LLC ("Morningstar"), and Nationwide Trust Company, FSB, a division of Nationwide Bank, ("Nationwide").

1. INTRODUCTION

A Plan Sponsor who elects to use Morningstar 3(21) Fiduciary Services ("Service") must accept and acknowledge this Agreement. By accepting, Plan Sponsor acknowledges and agrees that the responsibilities of Nationwide and Morningstar with respect to the Service are as described below. Plan Sponsor also acknowledges that the specific fiduciary support provided by Morningstar and the administrative support provided by Nationwide are conditioned upon Plan Sponsor's performance of certain duties outlined below.

2. FIDUCIARY ACKNOWLEDGEMENT AND ERISA RULE 408(b)(2) DISCLOSURES

This Agreement includes the required disclosures under Section 408(b)(2) of ERISA with respect to the services Morningstar and Nationwide will provide, as stated herein.

Morningstar agrees to provide the Service as described in Section 3 below, and will act as an investment adviser as defined within the Investment Advisers Act of 1940, as amended (the "Advisers Act"). Morningstar acknowledges its role as a fiduciary, as defined in Section 3(21)(A)(ii) of the Employee Retirement Income Security Act of 1974, as amended ("ERISA"), with respect to the selection and ongoing monitoring of recommended investment options and allocations that will comprise the Plan's Investment Menu (defined below).

Morningstar receives a fee from Nationwide for performing the Service. That fee includes an asset-based fee of two (2) basis points subject to a fixed-dollar minimum annual fee. The amount of compensation paid to Morningstar does not change, based upon any particular fund recommended by Morningstar, whether affiliated with Nationwide or not. Morningstar's asset-based fees are not applicable to investment options not covered by the Service. Morningstar does not receive any other compensation for the Service, and Morningstar does not charge a fee for the termination of the Service.

Nationwide will provide the administrative services described herein. **In providing these administrative services, Nationwide is not acting as a fiduciary under ERISA, the Advisers Act, or state fiduciary law.** Nationwide is compensated for the services it provides to the Plan, as described in the Nationwide Program Agreement, Disclosure Schedule and/or on the Plan Sponsor website under the Fee Disclosure link. Nationwide is not affiliated with Morningstar and receives no additional or separate direct or indirect compensation in connection with the Service described in this Agreement, including on termination of this Agreement. Nationwide provides separately any disclosures required of it with respect to Plan designated investment options and/or any investment or annuity contract, fund or entity in which the Plan has a direct equity investment.

3. SERVICE DESCRIPTION

The Service is designed to provide Plan Sponsor with the means to develop an investment menu for "the Plan" that is appropriate for the Plan and its participants. The Service also contains features - such as the quarterly and annual Morningstar monitoring reports described below - that support Plan Sponsor in the discharge of Plan Sponsor's duty to demonstrate the prudent selection and ongoing monitoring of Morningstar as a plan fiduciary.

Nationwide and its affiliates determine the universe of investments available through the retirement platform offered in connection with this Service ("Investment Platform"). Morningstar will review each Investment Platform submitted by Nationwide and construct a Select List (defined below) for each platform. Morningstar shall have no duty or responsibility with respect to selecting the investment options available through the Investment Platforms.

Morningstar will provide a set of asset class level lineups ("Plan Lineups") and a list of approved funds ("Select List") from which Plan Sponsor can choose funds to create their Plan-specific menu ("Investment Menu") within the guidelines of the Plan Lineup. The Plan Sponsor will determine the needs of the Plan and may use the profiles created by Morningstar ("Workforce Profiles") as a guide to help select the appropriate Plan Lineup for the Plan. The Plan Sponsor shall be solely responsible for determining which Plan Lineup is appropriate for the Plan and for selecting the investment options that comprise the Investment Menu.

Nationwide has entered into an agreement with Morningstar to make the Service available to plan sponsors. Nationwide's role is to make the Service available to Plan Sponsors in connection with retirement platforms it offers and to provide ongoing administrative support related to the Service documentation created by Morningstar, including, but not limited to, Workforce Profiles, Plan Lineups, Select List, and quarterly and/or annual monitoring reports. Nationwide will not review and is not responsible, nor shall it be held liable for, the content or accuracy of any materials created solely by Morningstar and made available to Plan Sponsor by Nationwide.

The Select List and Plan Lineups are established by Morningstar using its proprietary investment methodology, and all investment options on the Select List, including any Nationwide affiliated funds, must meet Morningstar's established investment criteria. For some asset classes, only Nationwide affiliated funds are available through the Investment Platforms. For other asset classes, Morningstar may select Nationwide affiliated funds or non-affiliated funds. All of the investment options included on the Select List provided by Morningstar to Nationwide, whether affiliated or not with Nationwide, have been screened by Morningstar and selected for use under the Service based on Morningstar's standard proprietary screening process. The decision to include or exclude investment options on the Select List is Morningstar's alone.

Using the Service will assist the Plan Sponsor in satisfying one of its key responsibilities, namely, to prudently select and monitor the Plan's investment options. Under the Service, Morningstar will act as a fiduciary to the Plan for that purpose, provided the conditions set forth herein are met. Morningstar's fiduciary liability is limited to the funds included in the Investment Menu that are on the Select List.

4. ROLES AND RESPONSIBILITIES

The Plan Sponsor, in its fiduciary capacity, is solely responsible for determining whether the Service or the use of an investment fiduciary is appropriate for the Plan, both at the time of purchase and on an ongoing basis. Nationwide is solely responsible for performing the administrative services stated herein and has no responsibility for the selection of and/or performance of the Service.

After selecting the Plan Lineup for the Plan, the Plan Sponsor will choose investment options to establish the Plan's Investment Menu. The content of the Plan Lineups and Workforce profiles are provided by Morningstar.

Plan Sponsor shall review the Plan characteristics and Workforce Profiles at least annually to determine whether the Plan Lineup remains appropriate for the Plan. If, at *any* time, significant changes to the Plan or Plan participant base take place that would affect whether the Plan Lineup remains appropriate for the Plan, Plan Sponsor shall select a new Plan Lineup and shall notify Nationwide, in the format prescribed by Nationwide, of such change. Nationwide will provide such information to Morningstar.

Morningstar will provide a sample Investment Policy Statement ("IPS") to Nationwide that Nationwide will make available to Plan Sponsors using the Service. The IPS will describe the investment process Morningstar uses to create the Plan Lineups and Select List, and to monitor the investment options on the Select List on an ongoing basis. Plan Sponsor, at its discretion, may adopt this sample IPS for its Plan. If the Plan Sponsor chooses to not adopt the sample IPS, it is the Plan Sponsor's responsibility to review the Plan documents, including any existing investment policy statement, to determine whether Morningstar's fiduciary services are consistent with the terms of the Plan documents. If the terms of the Plan documents, including any existing investment policy statement, are inconsistent with the Service, it is the Plan Sponsor's responsibility to amend the Plan documents accordingly.

Morningstar shall assist the Plan Sponsor in the discharge of Plan Sponsor's duties with respect to the selection and monitoring and retention of the Investment Menu for the Plan by providing the Service as described in this Agreement.

Morningstar will monitor the Plan's Investment Menu on an ongoing basis to ensure that Plan Sponsor is complying with the requirements as outlined in the Plan Lineup selected by the Plan Sponsor for the Plan. If Morningstar determines that a Plan's Investment Menu does not comply, it will notify Nationwide, which will in turn notify Plan Sponsor. Plan Sponsor will have approximately one hundred and eighty (180) days to modify its Investment Menu such that it is in compliance. If, after one hundred and eighty (180) days, Morningstar determines that the Investment Menu remains out of compliance, the Service shall be terminated and Morningstar will no longer assume fiduciary liability or responsibility under ERISA for the investment oversight of any individual investment option or for the Investment Menu after this one hundred eighty (180) day period, nor will Plan Sponsor receive quarterly or annual monitoring reports. Nationwide will send, at Morningstar's direction, a Service Termination notice due to Plan Sponsor's noncompliance with Morningstar's recommendations. Termination of the Service will not terminate the Program Agreement with Nationwide.

As an administrative service, Nationwide will make available the Morningstar materials, such as Workforce Profiles, Plan Lineups, Select List, sample IPS, and quarterly and/or annual monitoring reports to the Plan Sponsor. Updates to the Select List will be provided on Nationwide's plan sponsor website. Nationwide, at Morningstar's direction, will also prepare and deliver notices to the Plan Sponsor about changes to the Select List that impact the Plan's Investment Menu. Nationwide will also provide, at Morningstar's direction, notification to the Plan Sponsor when there has been a material change to Morningstar's Form ADV Part 2. At Morningstar's request, Nationwide may also make available additional Morningstar materials to the Plan Sponsor, including but not limited to, methodology documents, marketing materials and general market commentary.

5. PROCESS FOR MODIFICATIONS TO THE SELECT LIST IMPACTING THE INVESTMENT MENU

Morningstar will monitor the investment options contained on the Select List. If Morningstar determines that an investment option should be removed from the Select List, it will identify and recommend a replacement option in that asset class. Morningstar will communicate such recommendation to Nationwide, which will in turn, notify the Plan Sponsor about such recommendation if such change impacts the Investment Menu. The Plan Sponsor has the following options:

(1) take no action and accept the replacement option in the asset class as recommended by Morningstar;

(2) select a different investment option available in that asset class on the Select List as replacement option and notify Nationwide of the option selected; or

(3) if neither option above is desired, the Plan Sponsor may terminate the Service as outlined in the Term and Termination section.

If the Plan Sponsor decides to take no action and accepts Morningstar's recommended replacement option in that asset class (Option 1), Plan Sponsor hereby instructs Nationwide to follow Morningstar's direction with regard to the replacement option. **The Plan Sponsor hereby agrees that failure to affirmatively reject the investment changes presented in the notice by the date specified therein will be deemed consent by the Plan Sponsor to the changes recommended by Morningstar. As such Plan Sponsor hereby authorizes Nationwide to transition existing Plan assets and future allocations accordingly on the effective date.**

If the Plan Sponsor selects a different investment option on the Select List available in the asset class (Option 2), Plan Sponsor must notify Nationwide in writing, using Nationwide prescribed forms, of Plan Sponsor's selection on or before the date provided in the notice. Nationwide will implement the change via the timeframes established within the notice sent by Nationwide.

If the Plan Sponsor selects Option 3, Plan Sponsor will provide notice to Nationwide as set forth in the **Term and Termination** section below and the Service will terminate. In the event of termination, the investment options in effect on the date of termination will remain in place unless and until the Plan Sponsor directs Nationwide otherwise.

The Plan Sponsor has the exclusive discretion, authority, and obligation to decide upon (and decide whether to reject) any removal of an investment option from the Plan's Investment Menu. Plan Sponsor makes the final determination as to

which available investment options on the Select List it wishes to choose for its Investment Menu, and has the sole responsibility to determine whether a change is in the best interests of the Plan and its participants. Nationwide does not have the discretion, authority, control, or responsibility with respect to those decisions made in connection with the Plan.

In the event an investment option included in the Investment Menu is to be removed from the Select List due to a change or event initiated by a mutual fund company, including but not limited to, a merger, liquidation or closure and in which (1) one or more Plan participants has currently allocated money in that fund, or (2) that fund has been specifically elected by a Participant in the Plan for future allocations, and Morningstar has not provided prior direction about the fund, the Process for Fund Modification provisions described in the Nationwide Program Agreement will apply.

6. INVESTMENT OPTION SELECTION

Attached to this Agreement as Exhibit A is the Morningstar Advisory Plan Fund Selection Form (Form) that provides information regarding the available investment options at the time of acceptance of this Agreement by all parties, based on the Plan's chosen Plan Lineup, from which the Plan Sponsor must choose to establish the Service. **The Plan Sponsor must use this Morningstar Advisory Plan Fund Selection Form to select the initial investment options for its Investment Menu. However, the Plan Sponsor should refer to the Fund Disclosure Schedule located in Section A of the Nationwide Program Agreement for information (including important disclosures) regarding payments the funds make to Nationwide and the gross expense ratios of the funds**.

The Plan Sponsor directs and authorizes Nationwide to use the investment options selected by the Plan Sponsor on the Morningstar Advisory Plan Fund Selection Form to establish the Plan's initial Investment Menu. Upon receipt of the Morningstar Advisory Plan Fund Selection Form, Nationwide will provide an administrative review of the Form to check that the Plan Sponsor has followed Morningstar's instructions for completing the Form. Should the Plan Sponsor have deviated from Morningstar's directions, Nationwide will request clarification and/or further instruction. Nationwide reserves the right to delay establishing the Plan on Nationwide's recordkeeping system until all necessary forms have been received in good order.

Morningstar will then review the investment options selected by the Plan Sponsor on the Morningstar Advisory Plan Fund Selection Form to ensure that the initial Investment Menu complies with the Service requirements. Should the chosen Investment Menu fail to comply with these requirements initially or at any point thereafter, Morningstar will notify Nationwide, who will in turn notify the Plan Sponsor. The Plan Sponsor will with work with Morningstar to bring the Investment Menu into compliance with the Service requirements. Plan Sponsor may change investment options within the Investment Menu at any time in using a format prescribed by Nationwide. Morningstar will monitor the Investment Menu as described in Section 4 above.

7. TERM AND TERMINATION

The Agreement shall commence on the Effective Date and remain in effect until terminated by any of the parties in accordance with this Section.

Plan Sponsor may choose to discontinue participation in the Service by providing written notice to Nationwide and Service will be terminated within 30 days from the Plan Sponsor's notice. Nationwide or Morningstar may terminate this Agreement at any time by notifying the Sponsor in writing thirty (30) days in advance.

This Agreement will terminate automatically upon (i) the termination of the agreement between Morningstar and Nationwide or (ii) the termination of the Program Agreement between Plan Sponsor and Nationwide under which Nationwide provides certain recordkeeping and administrative services to the Plan.

8. INDEMNIFICATION

To the maximum extent allowed by law, each party (the "Indemnitor") will indemnify, defend and hold harmless the other parties and their respective directors, officers, employees and agents (the "Indemnitees"), from and against any and all third party claims, losses, damages, suits, fees, judgments, costs and expenses (collectively referred to as "Claims"), including attorneys' fees incurred in responding to such Claims, that the Indemnitees may suffer or incur arising out of or in connection with the Indemnitor's (i) breach of its obligations under this Agreement or (ii) breach of any fiduciary obligation to the Plan. Notwithstanding the foregoing sentence, a party shall not be required to indemnify, defend or hold any other party harmless to the extent that the Claim arose as a result of that other party's acts or omissions. The Indemnitor's obligation to indemnify and defend hereunder will be contingent on the Indemnitee(s): (i) promptly notifying

the Indemnitor in writing of the claim; (ii) allowing the Indemnitor to control, and reasonably cooperating with Indemnitor in, the defense thereof and any related settlement negotiations; and (iii) in no event, agreeing to, or authorizing settlement of, any such claim without Indemnitor's prior written agreement. The indemnity obligations as described in this paragraph shall survive termination of this Agreement.

9. MISCELLANEOUS

The Plan Sponsor authorizes Nationwide to provide Morningstar with access to Plan information that Nationwide has, including, but not limited to, the investment options available under the Plan ("Plan Related Information"). The Plan Sponsor acknowledges that Nationwide will have no liability or responsibility for Morningstar's use or disclosure of Plan Related Information. Morningstar agrees to keep Plan Related Information confidential and to only use such information to provide the Service.

This agreement may not be assigned by any party without the prior written consent of the other parties. Any assignment or attempted assignment of this Agreement in violation of this section is void. This Agreement shall be binding upon and inure to the benefit of the parties' permitted successors and assigns.

Titles and paragraph headings herein are for convenient reference only and are not part of this Agreement.

Morningstar, Nationwide, and Plan Sponsor are independent contractors to one another. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship between any of the parties.

No party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

The person accepting and acknowledging this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

This Agreement constitutes the complete agreement between the parties and supersedes all previous or contemporaneous agreements, proposals, understandings, and representations, written or oral, with respect to the subject matter addressed herein.

10. ACKNOWLEDGEMENTS , COMMUNICATIONS & NOTIFICATIONS

Morningstar's Form ADV Part 2 contains information regarding Morningstar and its services. Plan Sponsor acknowledges that it has access to Morningstar's Form ADV Part 2 at https://rm.morningstar.com/rmui/shared/doc/FORM_ADV_Plan_Sponsor_Services.pdf and has accessed this form at or prior to accepting and acknowledging this agreement.

Plan Sponsor understands that participation in the Service does not guarantee a profit or protect against a loss and may not increase investment performance as compared to any other asset allocation or other investment strategy. Participating in the Service does not guarantee better investment results as compared to not participating in the Service at all. The criteria used by Morningstar to create the Plan Lineups and Select List and monitor the investments are not intended to predict future performance.

Plan Sponsor represents that the person accepting and acknowledging this Agreement is a named fiduciary of the Plan, or has been designated by a named fiduciary on behalf of the Plan in executing this Agreement. Plan Sponsor agrees to and acknowledges the Service described above and elects to participate in the Service.

Plan Sponsor acknowledges and agrees that communications, including any notice required hereunder, from Nationwide will be made either electronically or via US Mail. Such communications may include changes to the Service or other notices required under applicable laws. Communications which are provided via U.S. mail will be sent to the address on record with Nationwide for the Plan Sponsor. By accepting and acknowledging this agreement, Plan Sponsor consents to electronic availability of and/or delivery of communications and notifications from Nationwide and/or Morningstar to the

electronic address on record with Nationwide. To ensure uninterrupted coverage, Plan Sponsor may provide Nationwide with an additional electronic (e-mail) address for these communications.

Please remember that as a plan fiduciary, Plan Sponsor is responsible for providing updated email and U.S. mail addresses to Nationwide as necessary.

Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Please Complete Section

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Plan Name: City of Glenpool 457(b) Retirement Plan

In order to satisfy Morningstar Investment Management LLC's asset class requirements, the appropriate number of funds must be selected from each category. The rules are listed at the top of each category section.

Equity

	Fund Name	Category	Fund Code	VRU Code	Ticker
►Select one fund from this category.					
☐	American Funds Invmt Co of Amer R3	Large Blend - Active	AGVA	700	RICCX
❗ ☐	AMG Yacktman Focused Service	Large Blend - Active	YAFA	1942	YAFFX
❗ ☐	Dreyfus Appreciation Investor	Large Blend - Active	DAFA	217	DGAGX
☐	Oakmark II	Large Blend - Active	KOFA	670	OARMX
☐	Oppenheimer Main Street A	Large Blend - Active	PMAA	856	MSIGX
☐	Parnassus Core Equity Investor	Large Blend - Active	IRBA	2868	PRBLX
►Plan Sponsor authorizes the addition of the following Large Blend - Index fund to the plan's investment menu.					
☒	Nationwide S&P 500 Index Svc	Large Blend - Index	NIFA	356	GRMSX
►Select one fund from this category.					
☐	Alger Capital Appreciation Instl I	Large Growth	ALRA	1871	ALARX
☐	ASTON/Montag & Caldwell Growth R	Large Growth	AMXA	1145	MCRGX
☐	Fidelity Advisor® New Insights A	Large Growth	FNIA	1308	FNIAX
☐	MFS Growth A	Large Growth	MFEA	2470	MFEGX
☐	Nationwide Growth A	Large Growth	NGFA	831	NMFAX
❗ ☐	Neuberger Berman Guardian A	Large Growth	NGAA	2733	NGDAX
☐	Prudential Jennison Growth A	Large Growth	PJGA	656	PJFAX
☐	T. Rowe Price Blue Chip Growth R	Large Growth	TRRA	1081	RRBGX
☐	Wells Fargo Large Cap Growth A	Large Growth	BWUA	4371	STAFX
►Select one fund from this category.					
❗ ☐	AllianzGI NFJ Dividend Value A	Large Value	PNEA	2011	PNEAX
☐	American Century Value A	Large Value	ACVA	720	TWADX
☐	American Funds Washington Mutual R3	Large Value	AWMA	767	RWMCX
☐	BlackRock Equity Dividend Inv A	Large Value	MDVA	1048	MDDVX
☐	Diamond Hill Large Cap A	Large Value	DHLA	1481	DHLAX
☐	JPMorgan Equity Income A	Large Value	BENA	936	OIEIX
☐	JPMorgan Value Advantage A	Large Value	JVAA	2229	JVAAX
☐	MFS Value A	Large Value	MMVA	439	MEIAX
❗ ☐	T. Rowe Price Equity Income R	Large Value	TRFA	1082	RRFDX

Case Number _____

❗ Fund on Watch List

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Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Equity (contd)

Fund Name	Category	Fund Code	VRU Code	Ticker
►Select one fund from either Mid Blend or Mid Growth or Mid Value.				
☐ ClearBridge Mid Cap A	Mid Blend	SYCA	419	SBMAX
☐ Lord Abbett Value Opportunities A	Mid Blend	BRIA	4254	LVOAX
☐ Nationwide Mid Cap Market Index A	Mid Blend	NMCA	968	GMXAX
☐ Delaware Smid Cap Growth A	Mid Growth	DFCA	1245	DFCIX
☐ Eaton Vance Atlanta Capital SMID-Cap A	Mid Growth	EASA	2683	EAASX
❗ ☐ Ivy Mid Cap Growth Y	Mid Growth	WMCA	685	WMGYX
☐ Neuberger Berman Mid Cap Growth A	Mid Growth	NXGA	2760	NMGAX
☐ AllianzGI NFJ Mid-Cap Value A	Mid Value	PRNA	646	PQNAX
❗ ☐ Goldman Sachs Mid Cap Value A	Mid Value	GMCA	775	GCMAX
☐ RidgeWorth Mid-Cap Value Equity I	Mid Value	SMTA	1107	SMVTX
☐ Victory Sycamore Established Value A	Mid Value	VXEA	2243	VETAX
►Select one fund from this category.				
☐ Eagle Small Cap Growth A	Small Growth	HSSA	807	HRSCX
☐ JPMorgan Small Cap Equity A	Small Growth	JSEA	615	VSEAX
☐ Oak Ridge Small Cap Growth A	Small Growth	PORA	1325	ORIGX
☐ Prudential Jennison Small Company A	Small Growth	PGXA	1535	PGOAX
►Select one fund from this category.				
☐ American Beacon Small Cp Val Adv	Small Value	SCVA	2553	AASSX
☐ Delaware Small Cap Value A	Small Value	DAEA	1607	DEVLX
☐ Diamond Hill Small Cap A	Small Value	DHSA	1482	DHSCX
☐ Goldman Sachs Small Cap Value A	Small Value	GSCA	777	GSSMX
☐ Victory Sycamore Small Company Opp A	Small Value	KSXA	1715	SSGSX

❗ Fund on Watch List

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Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Foreign

Fund Name	Category	Fund Code	VRU Code	Ticker
►Select one fund from this category.				
☐ Aberdeen Emerging Markets A	Emerging Markets	BWTA	4370	GEGAX
☐ American Funds New World R3	Emerging Markets	ANWA	708	RNWCX
☐ Delaware Emerging Markets A	Emerging Markets	DDEA	1243	DEMAX
☐ JPMorgan Emerging Mkts Eq A	Emerging Markets	JFAA	2222	JFAMX
►Select one fund from this category.				
☐ American Funds Europacific Growth R3	Foreign Blend - Active	AERA	506	RERCX
☐ Lazard International Strategic Eq Open	Foreign Blend - Active	LIOA	1954	LISOX
☐ MFS Intl Diversification A	Foreign Blend - Active	MXDA	1904	MDIDX
☐ Oakmark International II	Foreign Blend - Active	KOIA	672	OARIX
►Plan Sponsor authorizes the addition of the following Foreign Blend - Index fund to the plan's investment menu.				
☒ Nationwide International Index A	Foreign Blend - Index	NIIA	966	GIIAX

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Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Fixed Income

Fund Name	Category	Fund Code	VRU Code	Ticker
►Select one fund from either Core-Plus Bond or Multisect Bond.				
☐ BlackRock Total Return Inv A	Core-Plus Bond	BMHA	2014	MDHQX
☐ Lord Abbett Total Return A	Core-Plus Bond	LTRA	371	LTRAX
☐ Fidelity Advisor® Strategic Income A	Multisect Bond	FSFA	666	FSTAX
☐ Loomis Sayles Bond Admin	Multisect Bond	LBFA	1122	LBFAX
☐ Pioneer Strategic Income A	Multisect Bond	PNSA	382	PSRAX
►Plan Sponsor authorizes the addition of a Fixed Account option to the plan's investment menu. To include a Fixed Account in the plan's Investment Menu, separate paperwork is required. Please complete the necessary paperwork for one of the approved Fixed Account options.				
☒ Nationwide Fixed Account	Fixed Account			
►Select one fund from this category.				
☐ American Century Infl Adj Bond A	Infl-prot Bond	ABIA	707	AIAVX
☐ BlackRock Inflation Protected Bond Inv A	Infl-prot Bond	BPRA	2809	BPRAX
☐ PIMCO Real Return A	Infl-prot Bond	PRRA	676	PRTNX
►Select one fund from this category.				
☐ Fidelity Advisor® Total Bond A	Int-term Bond	BVNA	4339	FEPAX
☐ Nationwide Bond Index A	Int-term Bond	NBIA	969	GBIAX
☐ Wells Fargo Core Bond A	Int-term Bond	WMBA	1100	MBFAX

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MORNINGSTAR

Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Alternatives and Asset Allocation

Fund Name	Category	Fund Code	VRU Code	Ticker
►**This category is optional.** Select a single option or none from this category.				
☐ American Funds Capital Income Bldr R3	Balanced	ARRA	484	RIRCX
☐ BlackRock Global Allocation Inv A	Balanced	MDLA	1052	MDLOX
☐ MFS Total Return A	Balanced	MTRA	638	MSFRX
☐ PIMCO All Asset A	Balanced	PASA	1533	PASAX
☐ Target Risk Series	Target Risk Series			
Nationwide Inv Dest Agrsv A	Target Risk	BYKA	4411	NDAAX
Nationwide Inv Dest Cnsrv A	Target Risk	BYLA	4412	NDCAX
Nationwide Inv Dest Mod A	Target Risk	BYMA	4413	NADMX
Nationwide Inv Dest Mod Agrsv A	Target Risk	BYNA	4414	NDMAX
Nationwide Inv Dest Mod Cnsrv A	Target Risk	BYOA	4415	NADCX
☐ Nationwide Target Risk Series Subset	Target Risk Series Subset			
Nationwide Inv Dest Agrsv A	Target Risk	BYKA	4411	NDAAX
Nationwide Inv Dest Cnsrv A	Target Risk	BYLA	4412	NDCAX
Nationwide Inv Dest Mod A	Target Risk	BYMA	4413	NADMX
►**Select one fund from either Real Estate or Gbl Real Estate.**				
☐ Deutsche Global Real Estate Secs A	Gbl Real Estate	SRGA	2017	RRGAX
☐ Invesco Global Real Estate A	Gbl Real Estate	AEEA	2000	AGREX
☐ Prudential Global Real Estate A	Gbl Real Estate	PURA	1301	PURAX
☐ Deutsche Real Estate Securities A	Real Estate	SRRA	1267	RRRAX
☐ Invesco Real Estate A	Real Estate	AREA	576	IARAX
☐ Neuberger Berman Real Estate A	Real Estate	NREA	2819	NREAX

❗ Fund on Watch List

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MORNINGSTAR

Morningstar Investment Management LLC 3(21) Fiduciary Services Fund Selection Form

Standard Lineup – Nationwide Retirement Innovator Advantage℠

Alternatives and Asset Allocation (contd)

Fund Name	Category	Fund Code	VRU Code	Ticker
►Plan Sponsor authorizes the addition of the entire Target Date Series below to the plan's investment menu.				
☒ Nationwide Target Date Series	Target Date Series			
Nationwide Destination 2010 A	Target Date	NWAA	2047	NWDAX
Nationwide Destination 2015 A	Target Date	NWBA	2048	NWEAX
Nationwide Destination 2020 A	Target Date	NWCA	2049	NWAFX
Nationwide Destination 2025 A	Target Date	NWDA	2050	NWHAX
Nationwide Destination 2030 A	Target Date	NWEA	2051	NWIAX
Nationwide Destination 2035 A	Target Date	NWGA	2052	NWLAX
Nationwide Destination 2040 A	Target Date	NWHA	2053	NWMAX
Nationwide Destination 2045 A	Target Date	NWIA	2054	NWNAX
Nationwide Destination 2050 A	Target Date	NWJA	2055	NWOAX
Nationwide Destination 2055 A	Target Date	VBZA	2883	NTDAX
Nationwide Destination 2060 A	Target Date	CVXA	4951	NWWRX
Nationwide Retirement Income A	Target Date	NWKA	2056	NWRAX

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MORNINGSTAR

Nationwide Investment Advisors, LLC
Nationwide ProAccount®- Plan Sponsor Agreement ("Agreement")

Plan: City of Glenpool 457(b) Retirement Plan (the "Plan")

Plan Sponsor: City of Glenpool (the "Plan Sponsor")

The foregoing Plan Sponsor has entered into a Group Annuity Contract with Nationwide Life Insurance Company ("Nationwide Life") or a Program Agreement with Nationwide Trust Company, FSB, a division of Nationwide Bank, ("Nationwide Trust") to make available a number of investment options for inclusion in the Plan (collectively, the "Nationwide Retirement Program"). Nationwide Investment Advisors, LLC ("NIA"), is an Ohio limited liability company, registered as an investment adviser with the Securities and Exchange Commission ("SEC") under the Investment Adviser's Act of 1940 ("Advisers Act") and an affiliate of Nationwide Trust and Nationwide Life. On behalf of the Plan, the Plan Sponsor desires to appoint NIA as an authorized provider of investment advisory services to eligible participants in the Plan ("Plan Participants") who desire those services for their self-directed retirement plan accounts within the Plan (each a "Plan Participant Account" and collectively, the "Plan Participant Accounts"). NIA offers Plan Participant level investment advisory services ("ProAccount") through an investment process developed and maintained by an independent financial expert ("IFE") selected and retained by NIA. To participate in ProAccount, Plan Participants must enter into an investment advisory agreement with NIA and complete the ProAccount Acknowledgement and Questionnaire.

WHEREAS**,** on behalf of the Plan, the Plan Sponsor hereby approves NIA as an authorized provider of investment advisory services through ProAccount to those eligible Plan Participants who choose to enter into an investment advisory agreement with NIA;

WHEREAS, the Plan Sponsor hereby authorizes each such Plan Participant's self-direction of their Plan Participant Account, subject to guidelines imposed by the Plan, and authorizes each Plan Participant to enter into an investment advisory agreement directly with NIA;

WHEREAS, the Plan Sponsor acknowledges that such advisory services are permitted under the documents establishing the Plan ("Plan Documents") and that the investments and investment strategies proposed by NIA through ProAccount are consistent with the Investment Policy of the Plan; and

WHEREAS, the Plan Sponsor acknowledges that NIA, Nationwide Life, and Nationwide Trust are affiliates;

NOW, THEREFORE, in consideration of the foregoing and the promises, covenants and mutual agreements set forth herein, the adequacy of which is hereby mutually acknowledged, NIA and the Plan Sponsor, each intending to be legally bound, hereby do agree as follows:

I. APPOINTMENT OF INVESTMENT ADVISOR

The Plan Sponsor hereby appoints NIA to exercise discretionary authority to allocate and reallocate Plan Participant Accounts in the manner described in Section II below and NIA hereby accepts this

appointment, subject to the terms and conditions of this Agreement. NIA's authority under this Agreement will remain in effect until changed or terminated pursuant to the termination provisions described in this Agreement.

II. DESCRIPTION OF PROACCOUNT

Under ProAccount, the IFE develops and maintains managed account portfolios ("Portfolios") based on the investment options offered through the Nationwide Retirement Program. In order for a Plan Participant's assets to be eligible for management under ProAccount, they must be invested in mutual funds or variable insurance sub-accounts at the time a Plan Participant enrolls in ProAccount ("ProAccount Investments"). In its evaluation of ProAccount Investments for inclusion in the Portfolios, the IFE takes into account the maximum range of asset fees associated with the Nationwide Retirement Program, but does not consider the specific asset fees charged by the Nationwide Retirement Program to the Plan. In the event Investments chosen by the IFE for ProAccount are not offered through the Plan, you hereby authorize NIA to add such Investments as investment options for those Plan Participants who have elected ProAccount. In addition, the Plan may offer investment options other than ProAccount Investments, including, but not limited to, individual stocks, employer stock, guaranteed certificate funds, and collective investment funds, and the Nationwide Fixed Contract (collectively, "Non-ProAccount Investments"), which will not be considered by the IFE in its development of Portfolios. Consistent with the Department of Labor's guidance on the requirements of Qualified Default Investment Alternatives under the Pension Protection Act of 2006, investments that charge a redemption fee to participants will also be treated as Non-ProAccount Investments.

The Plan Sponsor hereby acknowledges that any employer-directed assets, restricted assets (including assets invested in the Nationwide Fixed Contract), or assets held in self-directed brokerage accounts are not eligible for inclusion in ProAccount and will remain invested in their current manner until further action is taken by the Plan Participant or the Plan Sponsor.

The IFE is not a party to this Agreement, and there is no contractual relationship between the Plan and the IFE. All fees and expenses charged by the IFE for its services will be paid by NIA. The advice provided to Plan Participants in connection with ProAccount is limited to the advice provided with respect to the Portfolios created by the IFE, which NIA cannot modify. By signing this Agreement, you agree that NIA has discretion to terminate its relationship with the IFE at any time, without notice to you, and engage the services of a suitable replacement, in its sole discretion.

By allowing ProAccount to be offered to the Plan, you are naming NIA as an authorized provider of Plan Participant level investment advisory services to eligible Plan Participants who select ProAccount.

III. OBLIGATIONS AND REPRESENTATIONS OF THE PLAN SPONSOR

The Plan Sponsor agrees to notify NIA of any change to the Plan Documents that affects NIA's rights or duties to the Plan or Plan Participants, and acknowledges that such change will bind NIA only to the extent NIA has agreed in writing.

The Plan Sponsor represents that (1) NIA's investment advisory services are permitted under the Plan Documents; (2) the Plan Sponsor has the authority to enter into this Agreement on behalf of the Plan;

and (3) the Plan is operated, and NIA's appointment is, in compliance with all applicable federal and state laws, rules and regulations.

IV. OBLIGATIONS AND REPRESENTATIONS OF NIA

NIA acknowledges that it is an "investment manager," as defined by Section 3(38) of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in this Agreement). NIA agrees that in performing any of its duties and obligations hereunder, NIA will act in conformity with all terms and provisions of the agreements entered into between NIA and the Plan Participants and any instructions given pursuant thereto. NIA will conform to and comply with the requirements of the Advisers Act and all other applicable federal and state laws, rules and regulations, as each may be amended from time to time.

NIA represents that it is registered as an investment adviser with the SEC under the Advisers Act or under applicable state law in each state in which it is providing investment advisory services or is otherwise required to be registered and/or notice filed, and that each of its representatives are properly registered, licensed and/or qualified to act as such under all applicable federal and state securities statutes and regulations.

NIA does not have any duty, responsibility or liability for Non-ProAccount Plan assets. NIA will not be providing investment advice regarding, or have fiduciary responsibility for, the selection and monitoring of investment options available in the Plan.

NIA shall have no obligation or authority to take any action or render any advice with respect to the voting of proxies solicited by or with respect to issuers of ProAccount Investments.

V. ADVICE PROGRAM FEES

In consideration of ProAccount services rendered to Plan Participants, the Plan Sponsor hereby approves, subject to specific approval by each Plan Participant an annual ProAccount fee of **0.80**% ("ProAccount Fee"), as provided in the separately executed Schedule of Fees. The ProAccount Fee is in addition to any trustee, custodial, asset, service, administrative or transactional fees that the Plan Participants or the Plan may incur through the Nationwide Retirement Program. The ProAccount Fee shall be calculated daily based on the market value of the Plan Participant's ProAccount Investments and withdrawn quarterly in accordance with each Plan Participant's investment advisory agreement with NIA. The Plan Sponsor hereby consents to the withdrawal of the ProAccount Fee from the applicable Plan Participant Accounts and agrees that it will use its best efforts to facilitate payment of such ProAccount Fee. If this Agreement terminates before the end of the applicable calendar quarter, then a pro-rata share of the ProAccount Fee will be withdrawn from the Plan Participant Accounts.

ProAccount may be offered to certain retirement plan participants through an arrangement with a solicitor, which may provide non-advisory services in connection with ProAccount. The solicitor is not authorized to make changes to this Agreement or provide investment advice on behalf of NIA. To the extent applicable, additional information about this arrangement is provided to Plan Participants in a separate Solicitor Disclosure Statement, a copy of which is attached to your separately executed Schedule of Fees.

To the extent permitted by applicable law or regulation, affiliates of NIA may receive payments from, or in connection with, ProAccount Investments selected by the IFE for inclusion in the Portfolios. In addition, the IFE may select certain investment options for which NIA or an investment advisory affiliate acts as investment manager. The IFE's fees for services provided in connection with ProAccount are not based on the ProAccount Investments the IFE selects for the Portfolios or otherwise influenced by the payments NIA or its affiliates may receive from such investment options.

Certain ProAccount Investments may impose a trade restriction on certain transactions. It is possible that transactions initiated by NIA for ProAccount may result in the imposition of trade restrictions on one or more investment options held in Plan Participant Accounts. For further information on trade restrictions, including whether they will be applicable to any of the investment options within the Plan Participant Accounts, please consult the individual fund prospectus or other investment option disclosure material.

VI. INDEMNIFICATION, LIMITATION OF LIABILITY AND RISK ACKNOWLEDGEMENT

Indemnification and Limitation of Liability

Each party agrees to hold harmless, defend and indemnify the other party (including its directors, officers, employees, affiliates and agents) from and against any and all claims, liabilities, losses, costs, damages or expenses (including, without limitation, cost of litigation and reasonable attorneys' fees) (collectively, "Losses") arising out of or attributable to the indemnifying party's (i) willful misconduct, bad faith, criminal activity, or gross negligence, (ii) material breach of this Agreement or the material inaccuracy of any representation or warranty provided hereunder, or (iii) violation of any law to which such party is subject.

The Plan Sponsor, on behalf of the Plan, agrees to hold harmless, defend and indemnify NIA (including its directors, officers, employees, affiliates and agents) from and against any and all Losses arising out of or attributable to NIA's following directions or carrying out instructions, or using obsolete, inaccurate or incomplete information, given or furnished by the Plan or its agents.

A party that seeks indemnification under this Section VI must promptly give the indemnifying party written notice of any legal action. But a delay in notice does not relieve an indemnifying party of any liability to an indemnified party, except to the extent the indemnifying party shows that the delay prejudiced the defense of the action. The indemnifying party may participate in the defense at any time or it may assume the defense by giving notice to the other party. After assuming the defense, the indemnifying party: must select an attorney that is satisfactory to the other party; is not liable to the other party for any later attorney's fees or for any other later expenses that the other party incurs, except for reasonable investigation costs; must not compromise or settle the action without the other party's consent (but the other party must not unreasonably withhold its consent); and is not liable for any compromise or settlement made without its consent. If the indemnifying party fails to participate in or assume the defense within 15 days after receiving notice of the action, the indemnifying party is bound by any determination made in the action or by any compromise or settlement made by the other party.

Federal and state securities laws impose liabilities in certain circumstances on persons who act in good faith, and nothing in this Agreement waives or limits any rights either party has under those laws.

Risk Acknowledgement

NIA uses reasonable care, consistent with industry practice, in providing advisory services through ProAccount. Investing through ProAccount, does not guarantee a profit or eliminate market or investment risk. Investment return and principal will fluctuate with market conditions, and Plan Participant Accounts may lose money. Past performance of ProAccount Investments, either individually or collectively, is no guarantee of future results. The analysis and advice provided by the IFE and delivered by NIA is based upon a number of factors, including the information you or Plan Participants may provide, various assumptions and estimates, and other considerations. As a result, the advice developed and the recommendations provided are not guarantees that Plan Participants will achieve their retirement goals or anticipated performance. The investment advice provided under this Agreement relates only to the ProAccount Investments of Plan Participant Accounts and may not be applied to any other assets a Plan Participant may own.

VII. CONFIDENTIALITY

Each party agrees that it will not, without the prior written consent of the other party, at any time during the term of this Agreement or any time thereafter, except as may be required by competent legal authority or as necessary to facilitate the implementation of services hereunder, use or disclose to any person, firm or other legal entity, including any affiliate or other representative of the party, any confidential records, secrets or information related to the other party (collectively, "Confidential Information"). Confidential Information shall include, without limitation, information about the other party's products and services, customer lists, customer or client information, Plan and Plan Participant information, and all other proprietary information used by the party in its business. Each party acknowledges and agrees that all Confidential Information that it has acquired, or may acquire, was received, or will be received in confidence. Each party will exercise utmost diligence to protect and guard such Confidential Information.

The Plan Sponsor (1) acknowledges that it, or its Authorized Representative, is authorized to provide Confidential Information, including but not limited to Plan Participant information, to NIA and/or its affiliates for the operation of ProAccount, and the provision of such information does not violate any Plan or Plan Sponsor provisions or policies; and (2) authorizes the sharing of Plan Participant information among NIA and its affiliates as necessary for the operation of ProAccount.

VIII. TERM OF AGREEMENT

This Agreement shall become effective upon acceptance by NIA, or its designated agent, upon review and receipt in its principal place of business, and such acceptance may be evidenced by internal records maintained by NIA or its designated agent. This Agreement shall continue until terminated by either party upon at least 30 days' advance written notice to the other. In the event NIA terminates its relationship with the current IFE and does not designate a successor IFE, this Agreement shall terminate upon written notice from NIA. This Agreement shall also automatically terminate upon the Plan's termination of its participation in the Nationwide Retirement Program. The Plan Sponsor understands that upon termination of this Agreement, the Plan Participant Accounts will remain invested in the ProAccount Investments last allocated by NIA until the Plan Participants initiate changes to those investment allocations.

IX. MISCELLANEOUS

Notices

Any notice, instruction and/or other communication contemplated by this Agreement must be in writing and delivered by U.S. first class mail, overnight courier, or facsimile (with a paper copy provided via the U.S. mail), in each case prepaid. All such communications shall be addressed to NIA at the address provided below and to the Plan Sponsor at the address provided on the signature page of this Agreement (or to such other addresses as the parties may specify to one another in writing):

Nationwide Investment Advisors, LLC
Attn: Nationwide ProAccount
PO Box 183192, Mail Stop 5-02-201
Columbus, Ohio 43218-3192
Phone: 888-540-2896
Fax: 855-435-1863
E-Mail: proacct@nationwide.com

Notices will be deemed given upon dispatch.

Disclosure Documents

The Plan Sponsor acknowledges having received and read NIA's Form ADV, Part 2A and Part 2B ("Form ADV"), Privacy Policy, and Fee Disclosure and Description Guide upon entering into this Agreement. The Form ADV is a disclosure document that summarizes the investment advisory services provided by an investment adviser registered with the SEC and/or the states. The Form ADV contains additional information about ProAccount.

Entire Agreement; Amendment

This Agreement, together with all contemporaneous Exhibits, including the separately executed Schedule of Fees, constitutes the entire agreement between the parties hereto with respect to the obligations arising hereunder and supersedes and cancels any prior agreements, representations, warranties or communications, whether oral or written, among the parties hereto relating to the subject matter hereof. The Plan Sponsor represents that no markings, alterations or amendments have been made to the Agreement and acknowledges that any such modifications would not be binding on NIA. This Agreement may be amended by NIA upon 30 days' prior written notice to the Plan Sponsor and may be amended immediately upon notice to the extent required to satisfy federal or state regulatory requirements.

Headings

All Section headings in this Agreement are for convenience of reference only and do not form part of this Agreement. Section headings will not, in any way, affect the meaning or interpretation of this Agreement.

Waiver

No delay by either party in requiring performance by the other shall affect the right of such party to require performance; no waiver by either party of any breach shall be construed as a waiver of any subsequent breach or as a waiver of the provision itself or any other provision.

Survival

All terms and provisions of this Agreement, including without limitation: "Indemnification, Limitation of Liability and Risk Acknowledgement" and "Confidentiality," which should by their nature survive the termination of this Agreement, shall so survive the termination of this Agreement.

Assignment

Neither party may assign this Agreement (within the meaning of the Advisers Act) or assign any of the rights or delegate any of the duties or obligations of this Agreement without the other party's prior consent. Any assignment in violation of this provision shall be void and of no force or effect.

Force Majeure

Neither party shall be liable for failure to perform if the failure results from a cause beyond its control, including, without limitation, fire, electrical, mechanical, or equipment breakdowns, delays by third party providers and/or communications carriers, civil disturbances or disorders, terrorist acts, strikes, acts of government authority or new governmental restrictions, or acts of God.

Severability

Should any provision of this Agreement be held invalid or unenforceable by any court, arbitrator, statute, rule or otherwise, the remaining provisions of this Agreement will not be affected thereby and will continue in full force and effect to the fullest extent practicable.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without regard to the conflict of laws provisions thereof. Nothing herein will be construed in any manner inconsistent with the Advisers Act or any rule or order of the SEC or the Code, as applicable.

IN WITNESS WHEREOF, the Plan Sponsor, on behalf of the Plan, has signed this Agreement as of the date set forth below.

Plan: **City of Glenpool 457(b) Retirement Plan**

Plan Sponsor Signature

By: (Authorized Trustee/Plan Sponsor Signature): _____

Print Name: _____

Plan Address: **12205 S. Yukon Avenue ,**
Glenpool, OK, 74033

Plan Contact/Telephone: **(918) 209-4644**

Date: _____

Nationwide ProAccount® – Fee Disclosure and Description Guide

Item	Description	Location
Services	Nationwide ProAccount ("ProAccount") is a discretionary managed account service offered by Nationwide Investment Advisors, LLC ("NIA") for retirement plan participants who desire professional guidance in managing their self-directed retirement plan account. ProAccount offers individualized investment advice using an investment process developed and maintained by an Independent Financial Expert. To participate in ProAccount, plan participants must enter into an investment advisory agreement with NIA and complete a ProAccount questionnaire.	Section II of the Plan Sponsor Agreement
Status	NIA acknowledges that it is an "investment manager" for purpose of the Employee Retirement Income Security Act of 1974, as amended, ("ERISA") and the Internal Revenue Code of 1986, as amended, (the "Code") and also acknowledges that it is a fiduciary within the meaning of Section 3(21) of ERISA and Section 4975(e)(3) of the Code (but only with respect to the provision of services described in the ProAccount Plan Sponsor Agreement).	Section IV of the Plan Sponsor Agreement (Section V – Auto enrollment version only)
Direct Compensation	NIA receives an annual ProAccount fee of up to 1.35% ("ProAccount Fee").	Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)
Indirect Compensation	NIA does not receive indirect compensation in connection with ProAccount.	N/A
Compensation Paid Among Related Parties	Compensation among NIA and its related parties is not paid on a transaction basis or charged against, or reflected in, the net value of the plan's investment.	N/A
Compensation for Termination of Contract or Arrangement	There is no termination fee. If a plan participant terminates ProAccount mid-quarter, the prorated ProAccount Fee will be assessed and deducted up to the point of termination.	Section VIII of the Plan Sponsor Agreement – Termination (Section IX – Auto enrollment version only) Section V of the Plan Sponsor Agreement – Fee deduction (Section VI – Auto enrollment version only)
Manner of Receipt of Compensation	The ProAccount Fee is calculated daily based on the plan participant's daily balance and withdrawn quarterly in accordance with each plan participant's investment advisory agreement with NIA.	Section V of the Plan Sponsor Agreement (Section VI – Auto enrollment version only)

This disclosure is intended to fulfill the requirements for 408(b)(2) of the Employee Retirement Income Security Act of 1974.
PNN-0866AO.1 (05/15)---408(b)(2) Disclosure for Plan Sponsors

Affiliated Funds /Schedule of Fees

Plan: **City of Glenpool 457(b) Retirement Plan** **(the "Plan")**

Plan Sponsor: **City of Glenpool** **(the "Plan Sponsor")**

This Schedule of Fees supplements the Plan Sponsor Agreement between the Plan and Nationwide Investment Advisors, LLC (the "Agreement"). Terms used in this Schedule of Fees and not defined herein will have the meanings ascribed to them in the Agreement.

Affiliated Funds

"Affiliated Funds" are mutual funds for which Nationwide Investment Advisors, LLC ("NIA") or an affiliate acts as an investment adviser. With respect to the investment of Plan Participant Accounts in Affiliated Funds, NIA represents that it will comply with the requirements of the Department of Labor's Advisory Opinion 2001-09A by utilizing managed account portfolios developed and maintained by an independent financial expert selected and retained by NIA. Nationwide Trust Company, FSB, a division of Nationwide Bank, and Nationwide Life Insurance Company neither endorse nor encourage the use of Affiliated Funds and have not undertaken any investment review or evaluation of any Affiliated Fund. The Plan Sponsor acknowledges that Plan Participant Accounts may be invested in Affiliated Funds and approves the following fee structure for ProAccount.

ProAccount Fees

- With respect to the management of Plan Participant Accounts through ProAccount, including any investment in Affiliated Funds, the parties hereto acknowledge that the Plan Sponsor agrees to a total ProAccount Fee of **0.80% per annum**, payable to NIA. The ProAccount Fee shall be calculated daily based on the market value of each Plan Participant's ProAccount Investments and paid quarterly, in arrears, with adjustments made based on partial quarters.

- The parties further acknowledge that NIA and/or its affiliates will pay the PPA of record on the Plan **0.15%** per annum for administrative services in support of ProAccount. This fee is payable out of the ProAccount Fee, and neither the Plan Sponsor nor Plan Participants shall be separately responsible for its payment.

IN WITNESS WHEREOF, each of the undersigned has executed this Schedule of Fees as of the ____ day of _____, 20__.

City of Glenpool Plan Sponsor Signature

Authorized Trustee/Plan Sponsor Signature

Print Name

Title

Date

Nationwide Investment Advisors, LLC

Signature

Print Name

Title

Date

Pension Solutions, Inc. Administration Firm Signature

Authorized Signer

Print Name

Title

Date

Default Fund Election for Managed Account Services

City of Glenpool 457(b) Retirement Plan

The Managed Account Services (MAS) Default Fund is used for the initial deposit for participants who are using Managed Account Services. If you need assistance choosing the MAS Default Fund, please contact your Investment Advisor.

As plan sponsor, I elect the following fund as the MAS Default Fund:

Fund Name: _____
(This must be a single fund)

Fund/Inquire Code: _____
(This can be found in the Fund Selection Schedule)

Please be aware that the following may not be used as the MAS Default Fund: any fixed investment annuity, FDIC Fund, Morley Stable Value Fund, collective investment funds, any Vanguard fund or any investment chosen through the Self Directed Brokerage Option.

The MAS Default Fund must also be selected on the Fund Selection Schedule to ensure your review of all fund expense and limitation information, as applicable.

The use of the MAS Default Fund is not intended as a replacement for a properly completed enrollment form. Nationwide recommends that all plan participants, active or inactive, complete an enrollment form, in order to communicate his or her investment direction.

When the MAS Default Fund is used, it is the responsibility of the responsible plan fiduciary to notify the participant that his or her account balance has been invested in the MAS Default Fund. Additionally, the participant should be informed of the option to move his or her assets to other fund(s) in the plan by logging onto Nationwide's website, nationwide.com, or by calling Nationwide's Inquire line at 800-772-2182. This information is communicated in Nationwide's standard participant enrollment booklet.

Indemnity Acknowledgement

I hereby authorize Nationwide Trust Company, FSB, a division of Nationwide Bank, to use a fund other than the program's available money market fund as the Managed Account Services (MAS) Default Fund for the afore mentioned plan pursuant to my direction.

I attest to the following:

- I understand that the money market may be used as the MAS Default Fund while blocking it from use as a core investment to the plan.

- I understand by using a fund other than the money market fund for the MAS Default Fund, there may be delays in the money manager accessing/managing participants' assets of up to 12 months or more if the fund implements a restriction on trading out of the fund.

- I understand, the fund house for the selected MAS Default Fund may charge redemption fees or may charge Nationwide for trading losses that will be deducted from participant accounts should the money manager try to access the funds earlier than allowed following the initial deposit (according to the fund prospectus).

- I hereby agree to indemnify and hold harmless Nationwide Trust Company, FSB, a division of Nationwide Bank, its affiliates, subsidiaries, and related Companies of the Nationwide Enterprise, its directors, officers, and employees for any and all loss, claim, action and liability arising from my MAS Default Fund selection.

Signature of Plan Sponsor

Date

City of Glenpool, Oklahoma

Printed Name of Plan Sponsor

Nationwide® Trust Company, FSB
Disclosure Statement

The following disclosure is provided so that the Plan Sponsor may fully understand the financial interest of the Financial Advisor(s) in the sale of Nationwide® Life Insurance Company contracts and Nationwide® Trust Company, FSB programs and services to the Plan (herein referred to as the Transaction).

PART I DISCLOSURE

A. Name of Plan:
City of Glenpool

B. Firm Name:
Signator Investors, Inc.

C. Name of Financial Advisor(s):
Jim Duncan

D. Name of Administration Firm:
PENSION SOLUTIONS, INC.

E. Program/Contract:
Nationwide Retirement Innovator Advantage
Nationwide Fixed Select Contract

F. Affiliation of Financial Advisor(s) with Nationwide® Life Insurance Company and Nationwide® Trust Company, FSB:
None.

There are no limitations in the ability of the Financial Advisor(s) to recommend life and annuity contracts of other insurance companies by reason of any agreement with Nationwide® Insurance Company.

G. Commission paid to Financial Advisor(s):

Nationwide Retirement Innovator Advantage

PROGRAM YEAR	ON ALL TRANSFERS	ON ALL NEW DEPOSITS	ON ALL ASSETS
1	0.00%	0.00%	0.40%
2	0.00%	0.00%	0.40%
3	0.00%	0.00%	0.40%
4	0.00%	0.00%	0.40%
5	0.00%	0.00%	0.40%
6	0.00%	0.00%	0.40%
7	0.00%	0.00%	0.40%
8	0.00%	0.00%	0.40%
9	0.00%	0.00%	0.40%
10 and later	0.00%	0.00%	0.40%

Nationwide Fixed Select Contract

CONTRACT YEAR	ON ALL TRANSFERS	ON ALL NEW DEPOSITS	ON ALL ASSETS
1	0.00%	0.00%	0.40%
2	0.00%	0.00%	0.40%
3	0.00%	0.00%	0.40%
4	0.00%	0.00%	0.40%
5	0.00%	0.00%	0.40%
6	0.00%	0.00%	0.40%
7	0.00%	0.00%	0.40%
8	0.00%	0.00%	0.40%
9	0.00%	0.00%	0.40%
10 and later	0.00%	0.00%	0.40%

H. Administrative Service Fee Paid to Administration Firm:

Nationwide Retirement Innovator Advantage
AND
Nationwide Fixed Select Contract

PROGRAM YEAR		ON ALL TRANSFERS	ON ALL NEW DEPOSITS	ON ALL ASSETS
1	On the first $100,000	0.80%	0.80%	0.05%
	On the next $650,000	0.20%	0.20%	0.05%
	On the next $1,250,000	0.20%	0.20%	0.05%
	On the next $3,000,000	0.15%	0.15%	0.05%
	On amounts over $5,000,000	0.00%	0.00%	0.05%
2 and Later	On the first $100,000	0.00%	0.00%	0.05%
	On the next $650,000	0.00%	0.00%	0.05%
	On the next $1,250,000	0.00%	0.00%	0.05%
	On the next $3,000,000	0.00%	0.00%	0.05%
	On amounts over $5,000,000	0.00%	0.00%	0.05%

Nationwide pays fees to the Administration Firm for performing certain administrative services which may include, but are not necessarily limited to; preparing proposals, assisting in the enrollment process, processing transactions, training Financial Advisor(s), and communicating with Plan Sponsors and/or Participants. These fees may be offset by certain fees paid by the Administration Firm to Nationwide.

I. Charges:

All Program and Contract charges are disclosed in the Contract proposal, in the Program Agreement and/or prospectus or Declaration of Trusts delivered to the Plan Sponsor.

Financial Advisor Signature

Financial Advisor Signature Jim Duncan, Signator Investors, Inc. Date

Administration Firm Signature

Administration Firm Signature Pension Solutions, Inc. Date

PART II ACKNOWLEDGEMENT AND APPROVAL BY PLAN SPONSOR

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor and/or Administration Firm for their services provided to the Plan and have determined that the compensation being paid is reasonable.

I acknowledge receipt of the above disclosure information, proposal, Program Agreement, prospectus and Declaration of Trusts, if any, prior to the approval and execution of the above Transaction. I have read and understand the information disclosed, and understand the compensation being paid to the Financial Advisor for his/her services provided to the Plan and have determined that the compensation being paid is reasonable.

I am not affiliated with the Financial Advisor(s) or with Nationwide® Life Insurance Company or Nationwide® Trust Company, FSB. I will receive no compensation, directly or indirectly, in connection with the above Transaction.

I have authority to, and hereby approve the above Transaction, on behalf of the Plan.

Plan Sponsor Signature

Plan Sponsor Signature City of Glenpool, Oklahoma Date

City of Glenpool

COMPENSATION PAGE: VARIABLE CONTRACT/PROGRAM COMPENSATION INFORMATION
Nationwide Retirement Innovator Advantage

Compensation

Table Number	: 400	Table Type	: B9	Table Year of Entry	: 01
Add-On Trailer			: 0.40%		
Is an Expense Credit Applicable?			: N		

Compensation Share Information:	Commission Share %	Trailer Share %	Add-On Trailer Share %
Sales Representative			
Jim Duncan	100%	100%	100%

Broker/Dealer Firm or Agency: Signator Investors, Inc.

COMPENSATION PAGE: FIXED CONTRACT COMPENSATION INFORMATION
Nationwide Fixed Select Contract

Compensation

Table Number	: 400	Table Type	: B9	Table Year of Entry	: 01
Add-On Trailer			: 0.40%		
Is an Expense Credit Applicable?			: N		

Compensation Share Information:	Commission Share %	Trailer Share %	Add-On Trailer Share %
Sales Representative			
Jim Duncan	100%	100%	100%

Broker/Dealer Firm or Agency: Signator Investors, Inc.

All selected contracts/programs will be companioned.

Plan Sponsor Questionnaire

Please Complete Section

To help us serve you better, please complete the questions below:

Did the broker/agent have a face-to-face meeting with the plan sponsor? ☐ Yes ☐ No

Is there currently or has there ever been any pending litigation against one of the fiduciaries responsible for the Plan? ☐ Yes ☐ No

Has the Department of Labor noted any wrong doings or potential violations of any fiduciaries of the Plan? ☐ Yes ☐ No

Is there any information Nationwide should be aware of before they agree to serve as Trustee or Custodian of this Plan? ☐ Yes ☐ No

Name of contact person for the employer: _____

Email address of the contact person: _____

Name of Payroll Provider: _____

Nationwide®
is on your side

Participant Enrollment Request

Please Complete Section

Purpose

This form allows the request of participant enrollment books for newly established plans with Nationwide Retirement Plans. Missing or incomplete information will delay delivery of enrollment books. **Fulfillment of this request may take up to 5-7 business days from the date when the case is established and complete plan highlights obtained.**

Case Information

Case Number: 871-60154 Case Name City of Glenpool

Order Information

1. **What is the proposed date and time of the enrollment meeting?** Date:____/____/_____ Time: _____
2. **Would you like Nationwide to facilitate the meeting?** ☐ **YES** ☐ **NO**
3. **Shipping Information**

   Company Name:_____

   Contact Name:_____

   Address:_____

   City:_____ State:_____ Zip:_____ Phone (_____)_____
4. **Are enrollments books needed at multiple locations?** ☐ **YES** ☐ **NO**

   If yes, please provide the address and number of books for the additional location(s) on a separate page.
5. **If order requires expedited delivery, select the preferred shipper and provide proper billing information**:

   ☐ UPS Acct #:_____ OR ☐ FedEx Acct _____
6. **Number of *English* version books**:____ **Number of *Spanish* version books**:_____

Note: Currently, only the Educational Section is offered in *Spanish*. Forms will be published in *English*. Contact your Implementation Manager with questions.

Advisor Contact Information

Include advisor contact information in the enrollment book? ☐ **YES** ☐ **NO**
If YES, please provide contact information below:

Advisor Name:___Jim D. Duncan_____

Advisor E-mail:_____

Advisor Phone:__(405) 840-0028_____

Nationwide® is on your side

Sold Case Administration Information Form

Please Complete Section

1. Plan Information

Legal Plan Name: City of Glenpool 457(b) Retirement Plan

Plan Address: _____

City: _____ State: _____ ZIP: _____

Sponsor Contact: _____ IRS Plan #: _____ Employer TIN: _____

Email: _____ Phone: _____ Trust TIN: _____

2. Fiduciary Responsibility

Do you have a copy of the plan document on file in your office? ☐ Yes ☐ No

Are loans permitted to be taken from the plan? ☐ Yes ☐ No

If yes, select Reporting Option: ☐ None ☐ Show balances on Internet/InQuire ☐ Loan Administration System

3. Source Selection

Included?	Source:	Directed By:	Immediate Vesting?
☐	1 – Employer Discretionary	☐ Employee ☐ Employer	☐ Yes
☐	2 – Employee Pre-Tax Deferral	☐ Employee ☐ Employer	☐ Yes
☐	3 – Employer Matching	☐ Employee ☐ Employer	☐ Yes
☐	4 – Employee Post-Tax Voluntary	☐ Employee ☐ Employer	☐ Yes
☐	5 – Rollover	☐ Employee ☐ Employer	☐ Yes
☐	6 –	☐ Employee ☐ Employer	☐ Yes
☐	7 –	☐ Employee ☐ Employer	☐ Yes
☐	10 – Catch-Up	☐ Employee ☐ Employer	☐ Yes
☐	11 –	☐ Employee ☐ Employer	☐ Yes
☐	12 –	☐ Employee ☐ Employer	☐ Yes
☐	21 – Roth Contribution	☐ Employee ☐ Employer	☐ Yes

4. Administration Charges

If you will be deducting fees from the plan, then complete this section. If no fees are deducted, then skip this section.

Charge/Fee Deducted	Annual Amount	Frequency*	Calendar or Plan Year
Single Sum Charge	$	☐ M ☐ Q ☐ S ☐ A	☐ Calendar ☐ Plan
Per Participant Charge	$	☐ M ☐ Q ☐ S ☐ A	☐ Calendar ☐ Plan

*frequency may be M-Monthly, Q-Quarterly, S-Semi-Annually, or A-Annually

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PNN-1361AO (7/2015)

Nationwide® is on your side

14045 Ballantyne Corp Pl, Ste 525
Charlotte, NC 28277
800-438-1162 · FAX 704-364-3214
applications@bondexchange.com

THE BOND EXCHANGE
A WHOLESALE INSURANCE AGENCY

ERISA Bond Application

1.) Bond Information

$
Bond Amount Requested

*** Note: Bond amount must be at least 10% of Plan Assets
Maximum bond amount required is $500,000.

2.) Plan Information

Plan Name (Must be the complete name of the Plan, not just the business name)

Business Address

$
Total Plan Assets

Number of Trustees

City

State

Zip Code

E-Mail Address

Business Phone

Check the box if the plan contains any of the following
- ☐ Non-Qualifying Assets
- ☐ Employer-Issued Securities
- ☐ Labor Union or multi-employer structure

If yes, check the box and provide explanation

3.) Payment Information

Make checks payable to:	Charge your premium to:	
The Bond Exchange Mail to: 14045 Ballantyne Corp Place, Suite 525 Charlotte, NC 28277	☐ ☐ ☐ ☐ Amount of Charge $_____	Name on Card Card Number Exp Date

Important Notice: Fidelity bond coverage is required under the Employee Retirement Income Security Act ("ERISA"); however, you are not required to purchase this coverage from Nationwide or The Bond Exchange Inc., a Wholesale Insurance Agency. Similar coverage may be available from other Fidelity bond vendors in the marketplace.

Nationwide®
is on your side

THE BOND EXCHANGE
A WHOLESALE INSURANCE AGENCY

ERISA Bond Rate Chart

Bond Amount	3 Year Premium	Bond Amount	3 Year Premium
$5,000	**$100**	$90,000	**$239**
$10,000	**$100**	$95,000	**$245**
$15,000	**$108**	$100,000	**$250**
$20,000	**$117**	$125,000	**$263**
$25,000	**$129**	$150,000	**$277**
$30,000	**$140**	$175,000	**$290**
$35,000	**$150**	$200,000	**$303**
$40,000	**$160**	$225,000	**$313**
$45,000	**$170**	$250,000	**$327**
$50,000	**$179**	$275,000	**$347**
$55,000	**$188**	$300,000	**$367**
$60,000	**$197**	$350,000	**$387**
$65,000	**$206**	$375,000	**$397**
$70,000	**$214**	$400,000	**$407**
$75,000	**$221**	$450,000	**$427**
$80,000	**$228**	$500,000	**$450**
$85,000	**$234**		

Nationwide® Retirement Plans
Nationwide Retirement Innovator Advantage
Acceptance Agreement

Case Number: 871-60154
Legal Plan Name: City of Glenpool 457(b) Retirement Plan

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Trust Company, FSB a division of Nationwide Bank.

- Nationwide Retirement Innovator Advantage Program Agreement [PNF-0172AO]

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Nationwide Life Insurance Company.

- Summary of Contract Information - Fixed Select [APO-4774]

Attached to and made part of this Acceptance Agreement are the following documents between the Plan Sponsor and Morningstar Associates, LCC.

- Morningstar 3(21) Fiduciary Services Agreement [PNN-1059AO]

By signing below, the Plan Sponsor or authorized signer, acknowledges that they have read all documents indicated above, inclusive of all Schedules, which are hereby incorporated by reference as if fully set forth herein this Acceptance Agreement, and agree to the terms and completed variables within.

Further, the signatories acknowledge that they have the authority to cause the Plan to enter into a contractual relationship with all parties as indicated in this Acceptance Agreement, with respect to these documents and will be subject to all rights and obligations contained therein and have received all required disclosures as required by Employee Retirement Income Security Act of 1974, as amended, including regulations thereunder, 408(b)(2). If the signatory authority under the Plan changes, the signatories have the affirmative obligation to alert Nationwide within a reasonable time of such change.

Plan Sponsor Signature

Plan Sponsor Signature _____ Date _____

City of Glenpool, Oklahoma
Printed Name of Plan Sponsor

dpengelly@cityofglenpool.com
Email for Plan Sponsor

Address for Plan Sponsor:

12205 S. Yukon Ave.
(Street)

Glenpool, OK 74033
(City, State, Zip)

By signing below, Nationwide Trust Company, FSB a division of Nationwide Bank has agreed to and accepted all rights and obligations contained in the following document(s):

- Nationwide Retirement Innovator Advantage Program Agreement [PNF-0172AO]
- Morningstar 3(21) Fiduciary Services Agreement [PNN-1059AO]

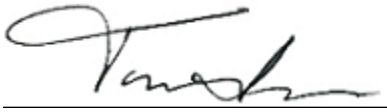
By: Nationwide Trust Company, a division of Nationwide Bank

Date

Nationwide Trust Company, a division of Nationwide Bank Title

By signing below, Morningstar Associates, LLC has agreed to and accepted all rights and obligations contained in the following document(s):

- Morningstar 3(21) Fiduciary Services Agreement [PNN-1059AO]



By: Morningstar Associates, LLC Signature

Name: Tom Idzorek. President

Nationwide® Retirement Plans
Nationwide Retirement Innovator Advantage
Acceptance Agreement

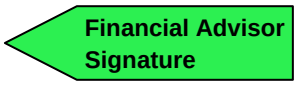
Case Number: 871-60154
Legal Plan Name: City of Glenpool 457(b) Retirement Plan

Attached to and made part of this Acceptance Agreement are the following Financial Advisor or Authorized Broker/Dealer Firm or Agency documents:

- **Compensation Page**

By signing this agreement the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative agrees to the terms stated throughout this agreement. Further the Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Jim Duncan
with Signator Investors, Inc.



Signature of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Date

Printed Name of Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Email for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative

Address for Financial Advisor or Authorized Broker/Dealer Firm or Agency Representative Address:

(Street)

(City, State, Zip)

Nationwide® Retirement Plans
Nationwide Retirement Innovator Advantage
Acceptance Agreement

Case Number: 871-60154
Legal Plan Name: City of Glenpool 457(b) Retirement Plan

Attached to and made part of this Acceptance Agreement are the following Administration Firm documents:

- **Nationwide Retirement Innovator Advantage Program Agreement [PNF-0172AO]**

By signing below, the signatory on behalf of the Administrative Firm, hereby accepts the appointment of Administrative Firm and agrees to the duties as described in this agreement. Further the Administrative Firm acknowledges that such documents have been delivered via hard copy and/or electronic means and hereby acknowledges that they have received all documents in their entirety.

Administration Firm Signature

Signature of Administration Firm

Date

Pension Solutions, Inc.

Printed Name of Administration Firm

City Of Glenpool
Creating Opportunity

MEMORANDUM

TO: **HONORABLE MAYOR and CITY COUNCIL**

FROM: **LYNN BURROW, PE**
COMMUNITY DEVELOPMENT DIRECTOR

RE: **REVIEW AND ACCEPTANCE OF A CHANGE ORDER REQUEST GREG HELMS & ASSOCIATES – SOUTH COUNTY SOCCER COMPLEX**

DATE: **SEPTEMBER 9, 2016**

BACKGROUND

This item is for Council consideration and action regarding the review and approval of a Request for Change Order received from Greg Helms & Associates. As noted on the attached request, the amount specified is $2,490.00 covering a reimbursement for certain soils borings and investigative analysis conducted at the site for the proposed South County Soccer Complex. Also attached is a copy of the corresponding invoice for professional services addressed to Helms & Associates pertaining to this work performed by AIMRIGHT Testing and Engineering. The invoice covers services provided associated with field work, lab testing, and a corresponding engineering report issued by this firm. The need for this type of investigative analysis was determined to be necessary in order to accurately field locate the depth and nature of the native rock in the areas of the project site in order to support and validate the adequacy of the earthwork being proposed to create the proposed playing fields. The soils analysis was also used to determine an appropriate paving design to be used for the construction of the new parking lots and drives associated with the project - based on the existing on-site soils.

Staff Recommendation

Staff recommends approval of the Request for Change Order covering these additional site investigation services performed to support the design of this project in an amount not to exceed $2,490.00 and to authorize this reimbursement to Greg Helms & Associates.

Attachments:

Change Order Request – Greg Helms & Associates
Invoice for Professional Services – AIMRIGHT Testing & Engineering

GS HELMS
+ ASSOCIATES

September 6, 2016

City of Glenpool
Mr. Lynn Burrow, Community Development
P.O. Box 70
Glenpool, OK 74033

Re: Change Order Proposal for GeoTechnical Engineering Services
Glenpool Soccer Complex
Glenpool, Oklahoma

Dear Mr. Burrow,

Due to the nature of the cut and fill for the proposed soccer complex, we are requesting a Change Order to our Agreement in the amount of $2,490.00 in order to have several soils borings made at the site. The soils borings will assist in determining the depth of rock in the areas of proposed cuts and will also provide recommended paving sections for the new parking lots.

Please let me know if you have any questions about this request.

Sincerely,

Gregory S. Helms

Collinsville

200 East Center
Collinsville, OK 74021
Phone 918-371-3205
Fax 918-371-3425

AIMRIGHT
TESTING & ENGINEERING
Construction Materials Testing
Foundation Investigative Drilling
Special Inspections

Oklahoma City

419 N. Meridian
Oklahoma City, OK 73107
Phone 405-948-7410
Fax 405-948-7385

Invoice

Date	Invoice #
6/5/2016	5762

Bill To
GSHelms & Associates, LLC 424 E Main St Jenks, OK 74037

Description	Amount
Project: Soccer Complex at South County Recreation Center	
5/24/16	
Mobilization & Drilling services	250.00
Drilling of 6 Test Borings	840.00
Lab Testing	900.00
Drafting, Clerical & Consultation	500.00
Please remit payment to Collinsville address.	**Total** $2,490.00

NOTICE
GLENPOOL UTILITY SERVICE AUTHORITY
SPECIAL MEETING

A Special Session of the Glenpool Utility Service Authority will begin at 6:30 p.m. immediately following the Glenpool City Council meeting, on Monday, September 19, 2016, at Glenpool City Hall, City Council Chambers, 12205 S. Yukon Ave., 3rd Floor, Glenpool, Oklahoma.

The following items are scheduled for consideration by the Authority:

AGENDA

A) Call to Order

B) Roll call, declaration of quorum

C) Scheduled Business

1) Discussion and review of the first annual agreed upon procedures audit of performance by Creek County Rural Water District No. 2 and the City of Glenpool/Glenpool Utility Service Authority pursuant to the Agreement of Compromise, Settlement and Release between the parties.
(Lowell Peterson, City and GUSA legal counsel; together with Anna Elfrink, CPA and Joann Lucas, CPA)

D) Adjournment

This notice and agenda was posted at Glenpool City Hall, 12205 S. Yukon Ave., Glenpool, Oklahoma, on _____, _____ at _____am/pm.

Signed:_____
Clerk