

**VILLAGE OF WATERLOO
RESOLUTION NO. 06-13-17-05**

WHEREAS, the Village of Waterloo Board of Trustees entered into a contract with Lord Abbett for the 457 Retirement plan; and

WHEREAS, the Village of Waterloo Board of Trustees has requested a change in plan trustees; and

WHEREAS, Lord Abbett submitted an amended 457 Plan to reflect this requested change.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE VILLAGE OF WATERLOO, NEBRASKA, AS FOLLOWS:

THAT, the amended 457 Plan, attached hereto as Exhibit "A", is hereby approved.

PASSED AND APPROVED this 13 day of June, 2017.

ATTEST:

Melissa Johnson
Melissa Johnson
Clerk

(SEAL)

Travis Harlow
Travis Harlow
Chairperson

**SUMMARY OF MATERIAL MODIFICATIONS
for the**

Village of Waterloo 457 Plan (Name of Plan)

June 13, 2017

(Date)

(1) **General.** This is a Summary of Material Modifications regarding the Village of Waterloo 457 Plan (“Plan”).

(2) **Employer Information.** The legal name, address and Federal employer identification number of the Employer are:

Village of Waterloo 457 Plan

EIN: 47-6006403

Address: P.O. Box 127

Waterloo, NE 68069-0127

(3) **Summary Description of Modification.** Below is a summary of the modification made to our Plan.

The Purpose of this Amendment is to remove Stan Benke & Tom Harrie as Trustees and add Village Board of Trustees Chairperson & Vice-Chairperson as Trustees.

CERTIFICATE OF CORPORATE RESOLUTION

The undersigned Secretary of Village of Waterloo 457 Plan (the Corporation) hereby certifies that the following resolutions were duly adopted by the board of directors of the Corporation on June 13, 2017, and that such resolutions have not been modified or rescinded as of the date hereof;

RESOLVED, that Amendment Number 001 to the Village of Waterloo 457 Plan (the Amendment) effective immediately, presented at this meeting to the Board of Directors is hereby approved and adopted and that the proper officers of the Corporation are hereby authorized and directed to execute and deliver to the Administrator of the Plan one or more counterparts of the amendment.

RESOLVED, that the proper officers of the Corporation shall act as soon as possible to notify employees of the Corporation of the adoption of this Amendment by delivering to each employee a copy of the summary description of the changes to the Plan in the form of the Summary of Material Modifications presented at this meeting to the Board of Directors, which form is hereby approved.

The undersigned further certifies that attached hereto as Exhibits A and B respectively, are true copies of the Amendment and Summary of Material Modifications approved and adopted in the foregoing resolutions. _____

Melissa Johnson
Secretary

Date: 4/13/17

AMENDMENT TO THE
VILLAGE OF WATERLOO
457 PLAN

This AMENDMENT to Village of Waterloo 457 Plan is executed by and between Village Board of Trustees Chairperson & Vice-Chairperson, Trustees of the Plan

The Purpose of this Amendment is to remove Stan Benke & Tom Harrie as Trustees and add Village Board of Trustees Chairperson & Vice-Chairperson as Trustees.

RESOLVED, that the effective date of this Amendment shall be later date of April 18, 2017 or execution date of amendment.

IN WITNESS WHEREOF, the Employer and the Trustee(s) have caused this Amendment to be executed this 13 day of June 2017.

Plan Name: Village of Waterloo 457 Plan

Plan Number: 80010049

By: _____

For the Employer

Trustees: Village Board of Trustees Chairperson & Vice-Chairperson

By: _____

By: _____

**VILLAGE OF WATERLOO
ELIGIBLE 457 PROTOTYPE PLAN
SALARY REDUCTION CONTRIBUTIONS/EMPLOYER CONTRIBUTIONS
ADOPTION AGREEMENT**

**ELIGIBLE 457 PROTOTYPE PLAN
SALARY REDUCTION CONTRIBUTIONS/EMPLOYER CONTRIBUTIONS
ADOPTION AGREEMENT**

The undersigned, Village of Waterloo ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the DST Systems, Inc. Eligible 457 Prototype Plan ("Plan"). The Plan consists of this Adoption Agreement and the accompanying basic plan document. The Employer makes the following elections granted under the provisions of the Plan.

**ARTICLE I
DEFINITIONS**

PLAN (1.21). The name of the Plan as adopted by the Employer is Village of Waterloo.

TYPE OF 457 PLAN (1.36). The Type of 457 Plan is a *(Choose one of (a) or (b))*:

(a) **Governmental Eligible 457 Plan.** [Plan Section 1.36(A)]

(b) **Tax-Exempt Organization Eligible 457 Plan.** [Plan Section 1.36(B)] *[Note: A Tax-Exempt Organization must restrict participation in the Plan to a select group of management or highly compensated employees.]*

EMPLOYEE (1.09). The following are Excluded Employees and are not eligible to participate in the Plan *(Choose (a) or choose one or more of (b) through (f) as applicable)*:

(a) **No exclusions.** All Employees are eligible to participate.

(b) **Part-time Employees.** The Plan defines part-time Employees as Employees who normally work less than _____ hours per week.

(c) **Hourly-paid Employees.**

(d) **All Employees except top-hat group.** All Employees are Excluded Employees except those Employees who the Employer determines are in a select group of management or highly compensated employees as would constitute a "top-hat" group within the meaning of Title I of ERISA.

(e) **Leased Employees.** The Plan excludes Leased Employees.

(f) *(Specify)* _____

[Note: A Tax-Exempt Organization must elect (d) or in (f) must specify top-hat group Participants by name, title or otherwise.]

INDEPENDENT CONTRACTOR (1.15). The Plan *(Choose one of (a), (b) or (c))*:

(a) **Participate.** Permits Independent Contractors to participate in the Plan.

(b) **Not participate.** Does not permit Independent Contractors to participate in the Plan.

(c) **Specified Independent Contractors.** Permits the following specified Independent Contractors to participate: _____

**Eligible 457 Prototype Plan
Salary Reduction Contributions/Employer Contributions Adoption Agreement**

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

COMPENSATION (1.05). Subject to the following elections, Compensation for purposes of allocation of Deferral Contributions means W-2 wages (including Elective Contributions). Compensation for an Independent Contractor means the amounts the Employer pays to the Independent Contractor for services, except as the Employer otherwise specifies below.

Modifications to Compensation definition. The Employer elects to modify the Compensation definition as follows (*Choose (a) or choose one or more of (b) through (f) as applicable*):

- (a) **No modifications.** The Plan makes no modifications to the definition.
- (b) **Fringe benefits.** The Plan excludes all reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation and welfare benefits.
- (c) **Elective Contributions.** [Plan Section 1.05(C)] The Plan excludes a Participant's Elective Contributions.
- (d) **Bonuses.** The Plan excludes bonuses.
- (e) **Overtime.** The Plan excludes overtime.
- (f) (*Specify*) _____

Compensation taken into account. For the Plan Year in which an Employee first becomes a Participant, the Plan Administrator, except as to Salary Reduction Contributions, will determine the allocation by taking into account (*Choose one of (g) or (h)*):

- (g) **Plan Year.** The Employee's Compensation for the entire Plan Year.
- (h) **Compensation while a Participant.** The Employee's Compensation only for the portion of the Plan Year in which the Employee actually is a Participant.

PLAN YEAR (1.24). Plan Year means the 12-consecutive month period (except for a short Plan Year) ending every (*Choose one of (a) or (b). Choose (c) as applicable*):

- (a) **December 31.**
- (b) **Other:** _____
- (c) **Short Plan Year:** commencing on: _____ and ending on: _____.

EFFECTIVE DATE (1.08). (*Choose one of (a) or (b). Choose (c) as applicable*):

- (a) **New Plan.** The Effective Date of the Plan is _____.
- (b) **Restated Plan.** The restated Effective Date is April 18, 2017 This Plan is a substitution and amendment of an existing 457 plan originally established effective as of March 12, 2007.
- (c) **Special Effective Dates.** The following special Effective Dates apply: _____.

NORMAL RETIREMENT AGE (1.19). A Participant attains Normal Retirement Age under the Plan (Choose one of (a) or (b). Choose (c) as applicable):

(a) **Plan designation.** [Plan Section 3.05(B)] When the Participant attains age 65.

(b) **Participant designation.** [Plan Section 3.05(B) and (B)(1)] When the Participant attains the age the Participant designates, which may not be earlier than age _____ and may not be later than age _____ (no later than 70½).

(c) **Police/firefighters.** [Plan Section 3.05(B)(3)] (Choose one of (1) or (2)):

(1) **Plan designation.** When the Participant attains age 55.

(2) **Participant designation.** When the Participant attains the age the Participant designates, which may not be earlier than age _____ (no earlier than age 40) and may not be later than age _____ (no later than 70½).

ARTICLE II EMPLOYEE PARTICIPANTS

2.01 ELIGIBILITY.

Eligibility Conditions. To become a Participant in the Plan, an Employee must satisfy the following eligibility condition(s) (Choose (a) or choose one or more of (b) through (d) as applicable):

(a) **No eligibility conditions.** The Employee is eligible to participate in the Plan as of his/her first day of employment with the Employer.

(b) **Age.** Attainment of age 18.

(c) **Service.** Service requirement (Choose one of (1) or (2)):

(1) **Year of Service.** One year of Continuous Service.

(2) **Months(s) of Service.** 3 month(s) of Continuous Service.

(d) (Specify) _____

Plan Entry Date. "Plan Entry Date" means the Effective Date and (Choose one of (e) through (h)):

(e) **Monthly.** The first day of the month coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

(f) **Annual.** The first day of the Plan Year coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

(g) **Date of hire.** The Employee's employment commencement date with the Employer.

(h) (Specify) The first day of the quarter coinciding with or next following the Employee's satisfaction of the Plan's eligibility conditions.

ARTICLE III
SALARY REDUCTION CONTRIBUTIONS, MATCHING CONTRIBUTIONS
AND NONELECTIVE CONTRIBUTIONS

3.01 TYPE AND AMOUNT. The amount and type(s) of Deferral Contributions to the Plan for a Plan Year or other specified period will equal *(Choose one or more of (a) through (c) as applicable)*:

(a) **Salary Reduction Contributions**. The dollar or percentage amount by which each Participant has elected to reduce his/her Compensation, as provided in the Participant's Salary Reduction Agreement.

(b) **Matching Contributions**. The Matching Contributions made in accordance with Section 3.03.

(c) **Nonelective Contributions**. The following Nonelective Contribution *(Choose one or more of (1), (2) or (3) as applicable)*:

(1) **Discretionary contribution**. An amount the Employer in its sole discretion may determine.

(2) **Fixed contribution**. The following amount: _____.

(3) **Non-pro rata allocation**. The Plan Administrator will allocate the fixed or discretionary Nonelective Contributions as follows: _____.

3.02 SALARY REDUCTION CONTRIBUTIONS. A Participant's Salary Reduction Contributions are subject to the following limitation(s) in addition to those imposed by the Code *(Choose (a) or choose one or more of (b) through (d) as applicable)*:

(a) **No limitations**.

(b) **Maximum deferral amount**: _____.

(c) **Minimum deferral amount**: _____.

(d) *(Specify)* _____.

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

Age 50 Catch-up Contributions. [Plan Section 3.06] The Plan *(Choose one of (e) or (f))*:

(e) **Permits**. Permits Participants to make age 50 catch-up contributions.

(f) **Does not permit**. Does not permit Participants to make age 50 catch-up contributions.

[Note: Only a Governmental Eligible 457 Plan may permit age 50 catch-up contributions.]

Sick, Vacation and Back Pay. [Plan Section 3.02(A)] The Plan (*Choose one of (g) or (h)*):

(g) **Permits.** Permits Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

(h) **Does not permit.** Does not permit Participants to make Salary Reduction Contributions from accumulated sick pay, from accumulated vacation pay or from back pay.

Automatic Enrollment. [Plan Section 3.02(B)] The Plan (*Choose one of (i) or (j)*):

(i) **Does not apply.** Does not apply the Plan's automatic enrollment provisions.

(j) **Applies.** Applies the Plan's automatic enrollment provisions. The Employer as a Salary Reduction Contribution will withhold _____% from each Participant's Compensation unless the Participant elects a lesser percentage (including zero) under his/her Salary Reduction Agreement. The automatic election will apply to (*Choose one of (1) or (2)*):

(1) **All Participants.** All Participants who as of _____ are not making Salary Reduction Contributions at least equal to the automatic amount.

(2) **New Participants.** Each Employee whose Plan Entry Date is on or following _____.

3.03 MATCHING CONTRIBUTIONS. The Employer's Matching Contribution is (*If the Employer elects Section 3.01(b), the Employer must elect one or more of (a), (b) or (c)*):

(a) **Fixed formula.** An amount equal to _____% of each Participant's Salary Reduction Contributions.

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

(c) (*Specify*) _____.

Time period for Matching Contributions. The Employer will determine its Matching Contribution based on Salary Reduction Contributions made during each (*Choose one of (d) through (g)*):

(d) **Plan Year.**

(e) **Plan Year quarter.**

(f) **Payroll period.**

(g) (*Specify*): _____.

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

(h) **All Salary Reduction Contributions.** The Plan Administrator will take into account all Salary Reduction Contributions.

(i) **Specific limitation.** The Plan Administrator will disregard Salary Reduction Contributions exceeding _____% of the Participant's Compensation.

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(j) **Discretionary.** The Plan Administrator will take into account the Salary Reduction Contributions as a percentage of the Participant's Compensation as the Employer determines.

(k) *(Specify):* _____

3.08 ALLOCATION CONDITIONS. The Plan does not apply any allocation conditions to Salary Reduction Contributions. To receive an allocation of a Matching Contribution or Nonelective Contribution, a Participant must satisfy the following condition(s) *(Choose (a) or choose one or more of (b) through (f)):*

(a) **No allocation conditions.**

(b) **Service condition.** The Participant must complete the following number of months of Continuous Service during the Plan Year: _____

(c) **Employment condition.** The Participant must be employed by the Employer on the last day of the Plan Year.

(d) **Limited Severance Exception.** Any condition specified in (b) or (c) does not apply if the Participant incurs a Severance from Employment during the Plan Year on account of death, disability or attainment of Normal Retirement Age in the current Plan Year or in a prior Plan Year.

(e) **Limited allocation conditions.** The Plan does not impose an allocation condition for the following types of contributions: _____

(f) *(Specify):* _____

**ARTICLE IV
TIME AND METHOD OF PAYMENT OF BENEFITS**

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

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

(a) **Specified Date.** _____ days after the Participant's Severance from Employment. *[Note: In a Tax-Exempt Organization 457 Plan, the Employer may wish to designate a specific payment date. This date will be the date upon which a Participant's Deferred Compensation is "made available" and therefore becomes taxable to the Participant, absent a proper Participant election to defer payment.]*

(b) **Immediate.** As soon as administratively practicable following the Participant's Severance from Employment.

(c) **Designated Plan Year.** As soon as administratively practicable in the _____ Plan Year beginning after the Participant's Severance from Employment.

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

(e) *(Specify)*: _____
_____.

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

(f) **Lump sum.** A single payment.

(g) **Installments.** Multiple payments made as follows: _____.

(h) **Installments for required minimum distributions only.** Annual payments, as necessary under Plan Section 4.03.

(i) **Annuity distribution option(s):** _____
_____.

(j) *(Specify)* _____.

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

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

(l) **Does not permit.** Does not permit a Participant to elect the timing and method of Account distribution.

(m) *(Specify)*: _____.

4.03 **REQUIRED MINIMUM DISTRIBUTIONS.** The following elections apply to required minimum distributions under the Plan (*Choose one of (a) or (b) as applicable. Choose (c) and (d) as applicable*):

(a) **Five-year rule.** If a Participant with a designated Beneficiary dies before the required beginning date, the Plan will distribute the Participant's Account by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(b) **Participant election.** A Participant or designated Beneficiary, on an individual basis in accordance with applicable Treasury regulations, may elect whether to apply the five-year rule or the life expectancy rule to the distribution of a deceased Participant's Account.

(c) **Effective date.** The required minimum distribution provisions of Section 4.03 apply commencing in 2003, or if later, on the Plan's Effective Date.

(d) **Special designated Beneficiary election.** A designated Beneficiary who is receiving payments under the five-year rule on or before December 31, 2002, may elect the life expectancy rule, in accordance with applicable Treasury regulations.

[Note: An Employer need not elect any of (a) through (d) above. These elections override certain "default" Plan provisions.]

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

(a) **None.** A Participant may not receive a distribution prior to Severance from Employment.

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(b) **Unforeseeable emergency.** A Participant may elect a distribution from his/her Account in accordance with Plan Section 4.05(A).

(c) **De minimis exception.** [Plan Section 4.05(B)] If the Participant: (i) has an Account that does not exceed \$5,000; (ii) has not made or received an allocation of any Deferral Contributions under the Plan during the two-year period ending on the date of distribution; and (iii) has not received a prior Plan distribution under this de minimis exception, then *(Choose one of (1), (2) or (3))*:

(1) **Participant election.** The Participant may elect to receive all or any portion of his/her Account.

(2) **Mandatory distribution.** The Plan Administrator will distribute the Participant's entire Account.

(3) **Hybrid.** The Plan Administrator will distribute a Participant's Account that does not exceed \$ _____ and the Participant may elect to receive all or any portion of his/her Account that exceeds \$ _____ but that does not exceed \$5,000.

(d) **Age 70½.** A Participant who attains age 70½ prior to Severance from Employment may elect distribution of any or all of his/her Account.

(e) **Distribution of Rollover Contributions.** A Participant *(Choose one of (1) or (2))*:

(1) **Distribution without restrictions.** May elect distribution of his/her Rollover Contributions Account in accordance with Plan Section 4.05(C) at any time.

(2) **No distribution.** May not elect to receive distribution of his/her Rollover Contributions Account until the Plan has a distributable event under Plan Section 4.01.

(3) *(Specify)* _____.

(f) *(Specify)* _____.

[Note: An Employer in an Eligible 457 Plan need not permit any in-service distributions. In an Eligible 457 Plan, any election must comply with the distribution restrictions of Code §457(d).]

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

(a) **Apply.**

(b) **Do not apply.**

(c) *(Specify)* _____.

**ARTICLE V
PLAN ADMINISTRATOR - DUTIES WITH RESPECT TO PARTICIPANTS' ACCOUNTS**

5.07 **ALLOCATION OF NET INCOME, GAIN OR LOSS.** The Plan Administrator will allocate net income, gain or loss using the following method *(Choose one of (a), (b) or (c))*:

(a) **Account Earnings.** The Plan credits to each Account the Account's actual earnings, including Trust earnings if applicable.

(b) **Interest.** The Plan credits to each Account interest at the rate of _____% per annum compounded _____.

(c) *(Specify)* _____ Daily valuation of Participant directed accounts with allocation of actual earnings.

5.11 **VESTING/SUBSTANTIAL RISK OF FORFEITURE.** A Participant's Deferral Contributions are *[Note: If a Participant incurs a Severance from Employment before the specified events or conditions, the Plan will forfeit the Participant's Account.] (Choose one of (a), (b), (c) or (d). Choose (e) as applicable):*

(a) **100% Vested.** Immediately Vested without regard to additional Service.

(b) **Forfeiture under Vesting Schedule.** Vested according to the following vesting schedule:

Years of Service	Vested Percentage
_____	_____
_____	_____
_____	_____
_____	_____

For this purpose, a "Year of Service" means: _____.

(c) **Substantial Risk of Forfeiture.** Vested only when no longer subject to the following Substantial Risk of Forfeiture as follows *(Choose (1) or (2))*:

(1) The Participant must remain employed by the Employer until _____, unless earlier Severance from Employment occurs on account of death or disability, as the Plan Administrator shall establish.

(2) *(Specify)* _____

(d) *(Specify)* _____

(e) **Contributions affected.** The following contributions are subject to the vesting schedule under (b), Substantial Risk of Forfeiture under (c) or vesting as described in (d) *(Choose one or more of (1), (2) or (3))*:

(1) **Salary Reduction Contributions.**

(2) **Nonelective Contributions.**

(3) **Matching Contributions.**

(4) *(Specify)* _____

[Note: Any contribution type the Employer does not elect under (e) is immediately 100% Vested. If the Employer elects (a), it need not elect (e) or one of (f) through (i) below.]

Forfeiture Allocation. [Plan Sections 5.11(A) and 5.14] The Plan Administrator will allocate any Plan forfeitures (*Choose one of (f), (g), (h) or (i)*):

(f) **Reversion.** As a reversion to the Employer. [*Note: Do not elect (f) in a Governmental Eligible 457 Plan.*]

(g) **Additional Contributions.** As the following contribution type (*Choose one or (1) or (2)*):

(1) **Nonelective.** As an additional Nonelective Contribution.

(2) **Matching.** As an additional Matching Contribution.

(h) **Reduce Fixed Contributions.** To reduce the following fixed contribution (*Choose one of (1) or (2)*):

(1) **Nonelective.** To reduce the Employer's fixed Nonelective Contribution.

(2) **Matching.** To reduce the Employer's fixed Matching Contribution.

(i) (*Specify*): _____

**ARTICLE VIII
TRUST PROVISIONS – GOVERNMENTAL ELIGIBLE 457 PLAN**

8.01 MODIFICATION OR SUBSTITUTION OF TRUST. The following provisions apply to Article VIII of the Plan (*Choose one of (a) or (b) as applicable*):

(a) **Modifications.** The Employer modifies the Article VIII Trust provisions as follows: _____
_____ The remaining Article VIII provisions apply.

(b) **Substitution.** The Employer replaces the Trust with the Trust Agreement attached to the Plan as "Appendix A."

8.04 DISCRETIONARY/NONDISCRETIONARY TRUSTEE. (*Choose one of (a) or (b)*):

(a) **Discretionary trustee.** [Plan Section 8.04] The Trustee is a discretionary Trustee.

(b) **Nondiscretionary trustee.** [Plan Section 8.04(A)] The Trustee is a nondiscretionary Trustee.

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

(a) **Custodial account(s).**

(b) **Annuity contract(s).**

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

PLAN EXECUTION
Plan Number: 80010049

The Employer hereby agrees to the provisions of the Eligible 457 Prototype Plan, as modified by the elections the Employer has made in this Adoption Agreement, and in witness of its agreement, the Employer, by its duly authorized officer or official, has executed this Adoption Agreement, on this 13 day of June, 2017.

Name of Employer: Village of Waterloo

Address: PO Box 127
509 S Front St

Waterloo, NE 68069

Phone: (402) 779-2292

Employer's EIN: 47-6006403

Signed: Melissa Johnson

Village Clerk
[Name/Title]

The Trustee, by executing this Adoption Agreement, accepts its position as Trustee and agrees to all of the obligations, responsibilities and duties imposed upon the Trustee under the Prototype Plan and Trust Agreement. The Trustee has signified its acceptance, on this ___ day of _____, _____.

Name of Trustee: Village Board of Trustees Chairperson & Village Board of Trustees Vice-Chairperson

Signed: [Signature] Bill K.

Chairperson & Vice-Chairperson
[Name/Title]