

**PRUDENTIAL RETIREMENT
SPECIMEN GOVERNMENTAL 457(b) PLAN
ADOPTION AGREEMENT**

**This Adoption Agreement is to be used in conjunction with the
Prudential Retirement
Specimen Governmental 457(b) Plan Document**

**This Adoption Agreement is not to be used for
a tax exempt organization 457(b) plan.**

**This document has not been amended to reflect specific provisions of applicable
state law. Each adopting entity should review its local and state law requirements
before either adopting the Prudential Retirement Specimen Governmental 457(b)
Plan or
executing this Adoption Agreement.**

*Prudential and its affiliates do not provide tax or legal advice. This specimen document
is for the use of the Employer's tax or legal advisors.*

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ADOPTION AGREEMENT

Part I Adopting Entity

Name of Employer: City of Knoxville

Address: 400 Main Street

City: Knoxville

State: TN

Zip: 37902

Employer Contact: Christine Fitzgerald

Contact Phone
Number: 865-215-4236

Employer's Tax ID: 62-6000326

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Part II Plan Administrator

Name of Plan
Administrator: **City of Knoxville – Investment Committee**

Address: **400 Main Street**

City: **Knoxville**

State: **TN**

Zip: **37902**

Plan Administrator
Phone Number: **865-215-4236**

Plan Administrator
Fax Number: **865-215-2298**

Plan Administrator
Contact: **Christine Fitzgerald**

E-mail (if
available): **cfitzgerald@cityofknoxville.org**

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Part III Plan Data

1. This Plan is (*check one*): A new plan.
 A restatement of an existing plan.

Caution: If this is a restatement of an existing plan, the Employer should carefully review the prior Plan document to ensure that any changes from the terms of the prior Plan document which may result from the adoption of the restatement are intended.

2. Name of Plan. The name of the Plan is (*provide name*):

City of Knoxville Deferred Compensation Plan

3. Plan Year.

- (a) The Plan Year is (*a twelve month period – e.g., Jan. 1.– Dec. 31*):

Jan. 1 – Dec. 31

- (b) The Plan will / will not (*check one*) have a short initial Plan Year. The short Plan Year will be (*a less than twelve month period – e.g., Oct. 1 – Dec. 31*):

4. Effective Date.

(*provide information required by Item 4(a) or 4(b) (as applicable)*):

- (a) For new plans:

- (i) The Effective Date of the Plan is (*provide date*):

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(b) For restated plans:

(i) The initial effective date of the Plan was (*provide date*):

March 1, 1979

(ii) The Effective Date of this amendment and restatement of the Plan is (*provide date*):

April 30, 2020

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Part IV Eligibility Requirements

5. Eligible Employees.

(a) The following Employees of the Employer are eligible to participate in the Plan (*check one*):

- All employees.
- Only the following classes of employees (*please specify*):

Public employees of the City of Knoxville who are regular employees and are employed for an indefinite period of time, to include full-time or part-time employees and elected or appointed officials

- All employees other than the following classes (*please specify*):

(b) Independent contractors performing services for the Employer who satisfy the eligibility criteria selected in Item 5(a) are / are not (*check one*) permitted to participate in the Plan.

6. Entry Date. The following is the Plan's Entry Date (*check one*):

- The first day of the Plan Year and the first day of each calendar month thereafter.
- The first day of the Plan Year and the first day of each calendar quarter thereafter.
- The first day of the Plan Year and the first day of the seventh (7th) month of the Plan Year.
- Other (*please specify*):

For new hires, entry into the Plan is the first payroll period following the first day on which services are performed for the Employer; otherwise entry is the first day of the Plan Year and the first day of each calendar month thereafter.

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Part V Elective Deferrals

7. Includible Compensation.

- (a) Except as provided below in the case of independent contractors, Includible Compensation means (*check one*):
- Safe Harbor Compensation as described in Code section 415(c)(3) and the regulations promulgated thereunder.
 - Code section 3401(a) wages (as modified by Code section 415(c)(3) and the regulations promulgated thereunder).
 - Information required to be reported under Code sections 6041, 6051, and 6052 (e.g., the “Wages, Tips and Other Compensation” box on Form W-2) (as modified by Code section 415(c)(3) and the regulations promulgated thereunder).
 - Other (*please specify a definition that complies with the requirements of Code section 415(c)(3) and the regulations promulgated thereunder (including any optional inclusions/exclusions under Code section 415(c)(3))*):
-
-

The Includible Compensation of independent contractors eligible to participate in the Plan pursuant to an election under Item 5(b) shall be determined in accordance with the special rules for self-employed individuals in Code section 415(c)(3)(B) and the regulations promulgated thereunder.

- (b) Includible Compensation does / does not (*check one*) include amounts treated as “deemed 125 compensation” because of the Employer’s requirement that its Employees participate in an Employer-sponsored health insurance program unless they state that they are provided health care coverage elsewhere.

Note: Pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008, amounts paid as differential military pay are included in the Internal Revenue Code definition of includible compensation.

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8. Minimum Deferrals.

(a) The minimum amount and/or percentage by which a Participant must elect to have his or her Includible Compensation reduced and contributed to the Plan as Deferred Compensation is equal to (*check one*):

There is no minimum amount or percentage.

X Other (*complete Items 8(a)(i) and/or 8(a)(ii), as necessary*):

(i) **\$10.00**

(ii) _____ % of Includible Compensation

(b) The limits described in Item 8(a) shall be applied on the following basis:

Annually.

Monthly.

X Pay Period by Pay Period

Other (*please specify*)

9. Maximum Deferrals.

(a) The maximum annual amount and/or percentage by which a Participant may elect to have his or her Includible Compensation reduced and contributed to the Plan as Deferred Compensation (other than as a catch-up contribution) is equal to (*check one*):

X The Dollar Limitation (e.g., the amounts set forth in the chart below) and Percentage Limitation (e.g., 100% of Includible Compensation) in effect under Code section 457(b)(2) for the applicable Plan Year.

<u>Year</u>	<u>Dollar Limitation</u>
2017	\$18,000
2018 and later	As adjusted for the cost-of-living

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- Other (*complete Items 9(a)(i) and 9(a)(ii), as necessary*):
 - (i) \$ _____
 - (ii) _____% of Includible Compensation (not in excess of 50%). If no percentage is selected a default maximum percentage of 50% will automatically apply.

(b) The limits described in Item 9(a) shall be applied on the following basis:

- Annually.
 - Monthly.
 - Pay Period by Pay Period
 - Other (*please specify*)
- _____
- _____

10. Roth Elective Deferrals. The Plan does / does not (*check one*) permit Roth elective deferral contributions. These contributions will be permitted on and after March 1, 2014 (*indicate a date on or after January 1, 2011*).

Note: Roth elective deferral contributions will be treated as pre-tax elective deferral contributions for all purposes under the Plan, including, but not limited to, eligibility for matching contributions. In addition, Roth elective deferral contributions must be permitted under the Plan to permit Roth rollover contributions.

11. Last Three Years Catch-Up Contributions. The maximum annual amount of catch-up contributions available in the last three taxable years before Normal Retirement Age which may be made by any Participant shall not exceed (*check one*):

- The Catch-Up Contribution limit (e.g., double the amounts set forth in the chart in Item 9(a)) in effect under Code section 457(b)(2) for the applicable Plan Year.
- Other (*please specify a lower dollar amount*):

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12. Age 50 Catch-Up Contributions. The Plan **X** will / will not (*check one*) permit Participants to make Code section 414(v) catch-up contributions up to the amounts set forth in the chart below (as permitted under the rules coordinating last three years catch-up contributions and Code section 414(v) catch-up contributions).

<u>Year</u>	<u>Age 50 Catch-up Limit</u>
2017	\$6,000
2018 and later	As adjusted for the cost-of-living

Note: If the Plan permits Roth elective deferral contributions, Roth catch-up contributions will also be permitted and treated as pre-tax catch-up contributions for all purposes under the Plan.

13. Accumulated Sick, Vacation, and Back Pay.
- (a) The Plan **X** does / does not (*check one*) permit Participants to contribute the value of their accumulated sick pay to the Plan.
 - (b) The Plan **X** does / does not (*check one*) permit Participants to contribute the value of their accumulated vacation pay to the Plan.
 - (c) The Plan **X** does / does not (*check one*) permit Participants to contribute the value of their accumulated back pay to the Plan.

Note: Such elections may only be made in accordance with the requirements of Code section 457(b) and the regulations promulgated thereunder.

14. Automatic Enrollment.
- (a) The Plan does / **X** does not have automatic enrollment. If not, skip to Item 16. If the Plan has automatic enrollment, the Plan is an (*check one*):
 - Automatic Contribution Arrangement (ACA). The ACA will be effective: _____ (“ACA Effective Date”).
 - Eligible Automatic Contribution Arrangement (EACA). The EACA will be effective: _____ (“EACA Effective Date”).

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- (b) Automatic Enrollment applies to (*check one*):
- All Participants.
 - All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, provided that the elective deferral amount under the Enrollment Agreement is at least equal to the Automatic Deferral Percentage.
 - All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, regardless of the elective deferral amount under the Enrollment Agreement.
 - All Participants, except those who have in effect an Enrollment Agreement on the ACA Effective Date or EACA Effective Date, as applicable, provided that the elective deferral amount under the Enrollment Agreement is greater than 0%.
 - Each Employee whose Entry Date is on or following the ACA Effective Date or EACA Effective Date, as applicable.
 - Each Employee whose date of hire is on or following the ACA Effective Date or EACA Effective Date, as applicable.
 - Other: _____
_____ (The
Employer may further describe affected Participants, e.g., non-
collective bargaining employees or "division A employees.")
- (c) The Automatic Deferral Percentage of any Participants making automatic deferrals on the date immediately prior to the ACA Effective Date or EACA Effective Date, as applicable, in an amount that is greater than the applicable Automatic Deferral Percentage described in Item 14(f) below shall / shall not be decreased.
- (d) The initial Automatic Deferral Percentage does / does not apply to Employees rehired after the ACA Effective Date or EACA Effective Date, as applicable.
- (e) Roth elective deferrals (*check one or more, as applicable*):
- Automatic deferrals shall be treated as Roth elective deferrals rather than as pre-tax deferrals.

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- If the Employer elects Item 14(b)(ii), for Participants that have a Roth elective deferral election in place, the Automatic Deferral Percentage includes only the incremental percentage amount necessary to increase the Participant's pre-tax deferral so that when aggregated with the Roth elective deferral is equal to the Automatic Deferral Percentage.

- (f) Automatic Deferral Percentage:

For each affected Participant, the Employer will withhold ___% from the Participant's Includible Compensation each payroll period as the Automatic Deferral Percentage, unless the Participant makes a Contrary Election.

- (g) Automatic Increase of Automatic Deferral Percentage

The Automatic Deferral Percentage will / will not increase in Plan Years following the Plan Year containing the ACA Effective Date or EACA Effective Date, as applicable (or, if later, the Participant's ACA Effective Date or EACA Effective Date). If the Automatic Deferral Percentage will increase, complete the rest of this paragraph (g) and paragraphs (h) and (i) below.

Check one of the following (*The Employer may define different increases for different groups of Participants or may otherwise limit the Automatic Increase feature. Any such provisions must be definitely determinable*):

- The Participant's pre-tax deferrals will increase by ___% per year up to a maximum of ___% of Includible Compensation unless the Participant has filed a Contrary Election after the effective date of this election or any amendment thereto.
- The Automatic Deferral Percentage will be:

<u>Plan Year of application to a Participant</u>	<u>Automatic Deferral Percentage</u>
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

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- Other: _____

- (h) The increase in the Automatic Deferral Percentage will be effective as of the following day of each Plan Year (“Change Date”) (*check one*):
- First day of the Plan Year.
 - Anniversary of the Participant’s date of hire.
 - Other (*must be a specified or definitely determinable date that occurs at least annually*): _____

- (i) The increase in the Automatic Deferral Percentage will apply to a Participant beginning with the first Change Date after the Participant first has automatic deferrals withheld, unless selected otherwise below:
- The increase will apply as of the second Change Date thereafter.
 - For Participants automatically enrolled in the same Plan Year as the first Change Date, the increase will apply as of the second Change Date thereafter.
- (j) If the Plan is an EACA, the permissible withdrawal provisions of Code section 414(w) (*check one*):
- Do not apply.
 - Apply within 90 days of the first automatic deferral.
 - Apply within ___ days of the first automatic deferral (*may not be less than 30 nor more than 90 days*).
- (k) For Plan Years beginning on or after January 1, 2010, any Participant who makes a Contrary Election (*check one; leave blank if an ACA*):
- Is a covered employee and continues to be covered by the EACA provisions. (*Under this Election, the Participant’s Contrary Election will remain in effect, but the Participant must receive the EACA annual notice.*)
 - Is not a covered employee and will not continue to be covered by the EACA provisions. (*Under this Election, the Participant no longer must receive the EACA annual notice.*)

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- (l) Automatic Deferrals overrides (*check one or more, as applicable*).
- With respect to an Employee who for an entire Plan Year did not have automatic deferrals made pursuant to a default election under the EACA, the Plan will not follow the special rule which allows the Plan to treat the Employee as not having had such contributions for any prior Plan Year as well.
 - The Plan will treat an Employee who had a severance from employment for an entire Plan Year as not having automatic deferrals made pursuant to a default election under the EACA for any prior Plan Year.
15. Automatic Escalation for Participants Who Have an Enrollment Agreement in Effect.
- (a) Automatic escalation does / does not apply (*check one*) to Participants who have an Enrollment Agreement in effect. If not, skip to Item 16.
- (b) If automatic escalation applies, complete (i)-(iv):
- (i) The Automatic Escalation applies to (*check one*):
- All Participants who have an Enrollment Agreement in effect for pre-tax deferrals of at least ___% of Includible Compensation.
 - Each Participant whose hire date or rehire date is on or after the effective date of this election, or any amendment thereto, who files an Enrollment Agreement for pre-tax deferrals of at least ___% of Includible Compensation. In addition, each Participant who does not have an Enrollment Agreement in effect on the effective date of this election, or any amendment thereto, and subsequently files an Enrollment Agreement for pre-tax deferrals of at least ___% of Includible Compensation.
 - Other: _____
- _____
(The group of Participants must be definitely determinable.)
- (ii) Automatic Increases (*check one*):

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- The Participant's pre-tax deferrals will increase by ___ % per year up to a maximum of ___% of Includible Compensation unless the Participant has filed a Contrary Election after the effective date of this election or any amendment thereto. (*A Participant (1) that is deferring at a rate equal to or greater than the maximum on the effective date of this election, or any amendment thereto, or (2) that reaches the maximum on or after the effective date of this election, or any amendment thereto, must make an affirmative election to participate in Automatic Escalation if the Participant subsequently modifies the Participant's Enrollment Agreement to defer at a rate below the maximum.*)
- Other: _____

(The Employer may define different increases for different groups of Participants or may otherwise limit Automatic Escalation. Any such provisions must be definitely determinable.)

(iii) The pre-tax deferrals will increase on the following day each Plan Year:

- First day of the Plan Year.
- Each anniversary of the Participant's date of hire.
- Other (*must be a specified or definitely determinable date that occurs at least annually*): _____

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Part VI Loans

16. Loans.

- (a) The Plan does / does not (*check one*) permit Participants to take loans. If Plan loans are permitted, a copy of the Plan Administrator's loan procedures shall be provided to Prudential.

- (b) The following individuals are eligible to receive Plan loans (*check all that apply*):
 - All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan).
 - Only Plan Participants who are eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time the loan is requested.

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Part VII Additional Employer Contributions

17. Discretionary Contributions.

- (a) The Employer may / may not (*check one*) make additional discretionary contributions to Participants' Accounts.

- (b) Participants shall vest in discretionary contributions on the following basis (*check one*):
 - Immediate, 100% vesting
 - Graded vesting at a rate of 20% per year (100% at 5 years)
 - Other (*please specify an alternative vesting schedule*):

N/A

Note: Under regulations issued by the Internal Revenue Service, contributions, and earnings on these contributions that are subject to a vesting schedule are recognized as contributions to the Plan when these amounts vest. As a result, if an Employer elects to apply a vesting schedule, Participants may be deemed to have impermissible excess contributions to the Plan in the year in which contributions vest if the amounts vested during the year causes an excess deferral for that year. Employers should discuss this issue with independent legal counsel prior to electing to apply a vesting schedule.

- (c) The Employer will / will not (*check one*) make discretionary contributions for a Participant who dies while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective _____ (*please specify a date no earlier than January 1, 2007*).

- (d) The Employer will / will not (*check one*) make discretionary contributions for a Participant who becomes disabled while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective _____ (*please specify a date no earlier than January 1, 2007*).

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18. Matching Contributions.

- (a) The Employer will / will not (*check one*) make mandatory contributions which match Participant contributions to the Plan. Mandatory matching contributions will be made based on the following formula (*please specify*):

The Employer does not make, and has never made, Matching Contributions, but instead, reimburses Participants \$10 if they defer at least \$20 per pay period.

- (b) The Employer may / may not (*check one*) make discretionary matching contributions to the Plan.
- (c) Participants shall vest in matching contributions on the following basis (*check one*):
- Immediate, 100% vesting
 - Graded vesting at a rate of 20% per year (100% at 5 years)
 - Other (*please specify an alternative vesting schedule*):

N/A

Note: Under regulations issued by the Internal Revenue Service, contributions, and earnings on these contributions that are subject to a vesting schedule are recognized as contributions to the Plan when these amounts vest. As a result, if an Employer elects to apply a vesting schedule, Participants may be deemed to have impermissible excess contributions to the Plan in the year in which contributions vest if the amounts vested during the year causes an excess deferral for that year. Employers should discuss this issue with independent legal counsel prior to electing to apply a vesting schedule.

- (d) The Employer will / will not (*check one*) make matching contributions for a Participant who dies while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective (*check one*):

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- January 1, 2007
 - Other (*please specify a date no earlier than January 1, 2007*):
-

(e) The Employer will / will not (*check one*) make matching contributions for a Participant who becomes disabled while in qualified military service pursuant to and in a manner consistent with Code section 414(u)(9). This provision is effective (*check one*):

- January 1, 2007
 - Other (*please specify a date no earlier than January 1, 2007*):
-

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Part VIII Retirement Age and Commencement of Distributions

19. Normal Retirement Age. A Participant's Normal Retirement Age for purposes of the Last Three Years Catch-Up Contributions described in Item 11 of this adoption agreement is (*check one*):

- Age 70½.
- Age 65
- Age 62
- Age 60
- Age 55
- Other (*please specify*):

Age 55 unless the Participant elects an alternate Normal Retirement Age; a Participant who is a qualified police officer or firefighter (as defined under Section 415(b)(2)(H)(ii)(I) of the Code) may designate a Normal Retirement Age that is earlier than the earliest Normal Retirement Age described above, but in no event may such a Normal Retirement Age be earlier than age 40.

Note: A Participant's Normal Retirement Age may not be (a) earlier than the earlier of age 65 or the earliest date that the Participant will become eligible to retire and receive under the Employer's basic defined benefit pension plan covering the Participant (or the Employer's money purchase pension plan in which the Participant also participates if the Participant is not eligible to participate in the Employer's basic defined benefit pension plan) immediate retirement benefits without actuarial or similar reduction because of retirement before some later specified age, if any, and (b) later than the Participant's mandatory retirement age (or age 70-1/2, if earlier), if any. Special rules may apply in the case of "qualified" police or firefighters.

20. Automatic Distribution Date. The date on which the distribution of a Participant's Plan benefit must commence is (*check one*):

- The latest date permitted under Code section 401(a)(9)
- 60 days after the close of the Plan Year in which a Participant's Severance Event occurs
- Age 70½
- Age 65

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- Age 62
 - Age 60
 - Age 55
 - Other (*please specify*):
-

Note: Regardless of the election made in this Item 20, the Automatic Distribution Date will not apply to a Participant until he or she either (1) attains age 70½ and/or (2) has a Severance Event. In addition, the date selected as an Automatic Distribution Date may not be later than the latest date permitted under Code section 401(a)(9) and regulations promulgated thereunder.

21. Other Distributions Events.

- (a) The Plan does / does not (*check one*) permit a Participant to receive distributions of pre-tax contributions (including pre-tax rollover contributions) in-service starting in the calendar year in which the Participant attains age 70½.
- (b) The Plan does / does not (*check one*) permit a Participant to receive distributions of Roth contributions (including Roth rollover contributions) in-service starting in the calendar year in which the Participant attains age 70½.
- (c) The Plan does / does not (*check one*) permit a Participant to receive distributions while in military service pursuant to and in a manner consistent with the Heroes Earnings Assistance and Relief Tax Act of 2008. This provision is effective _____ (*please specify a date no earlier than January 1, 2009*).

Any distributions pursuant to this Item 21(c) shall result in a suspension of a Participant's right to contribute Deferred Compensation for a period of six-months from the date of distribution in a manner consistent with Code section 414(u)(12)(B).

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Part IX Distribution Options

22. Normal Distribution.

(a) A Participant's Account may be paid in any of the following payment forms (*check all that apply*):

- Option 1: One lump-sum payment;
- Option 2: Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Participant, continuing until his or her Account is exhausted;
- Option 3: Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Participant.
- Option 4: Annual Payments equal to the minimum distributions required under Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G), over the life expectancy of the Participant or over the life expectancies of the Participant and his or her Beneficiary.
- Option 5: Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer provided that such payments shall comply with the requirements of Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G).
- Option 6 Other (*please specify*):

Partial Lump Sum

- Option 7: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at the same time.
- Option 8: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at different times.

Note: A Participant may not elect a payment form which causes his or her distributions to violate the minimum required distribution

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requirements of Code section 401(a)(9). If Option 4 is selected, another Option must also be selected for Participants who terminate service prior to their required beginning date under Code section 401(a)(9).

- (b) The default method of paying benefits to a Participant who has reached his or her Automatic Distribution Date but failed to timely elect to receive a distribution is the distribution method available under Option 4 (*provide Option number*) of Item 22(a).

Note: If the default method of paying benefits (1) results in the payment of an “eligible rollover distribution” (*i.e.*, eligible to be rolled over to a 401(a), 403(a), 403(b), governmental 457(b) plan, or an IRA) that exceeds \$1,000 (including rollover contributions), (2) occurs because of a Participant’s reaching his or her Automatic Distribution Date prior to the Participant’s Normal Retirement Date (or age 62, if later), and (3) occurs on or after the effective date listed in Item 27, the distribution will be subject to the Code section 401(a)(31)(B) mandatory rollover rules.

23. Post-Retirement Death Benefits.

- (a) If a Participant dies after he or she has begun receiving benefits from the Plan, the Participant’s Account shall be paid to the Participant’s Beneficiary (*check one*):
- In accordance with the minimum required distribution rules under Code section 401(a)(9).
- In a single lump sum as soon as administratively practicable.
- (b) If a Participant dies after he or she has begun receiving benefits from the Plan, the Plan does / does not (*check one*) permit the Participant’s Beneficiary to designate a beneficiary for the Participant’s Account remaining at the Beneficiary’s death. This provision is in effect on and after September 1, 2017 (*indicate a date on or after January 1, 2014*).

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24. Pre-Retirement Death Benefits.

(a) If a Participant dies before he or she has begun receiving benefits from the Plan, the Participant's Beneficiary may elect to have the Participant's Account paid in one of the following payment forms (*check all that apply*):

- Option 1: One lump-sum payment;
- Option 2: Equal monthly, quarterly, semi-annual or annual payments in an amount chosen by the Beneficiary, continuing until his or her Account is exhausted;
- Option 3: Approximately equal monthly, quarterly, semi-annual or annual payments, calculated to continue for a period certain chosen by the Beneficiary.
- Option 4: Annual Payments equal to the minimum distributions required under Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G), over the life expectancy of the Beneficiary.
- Option 5: Payments equal to payments made by the issuer of a retirement annuity policy acquired by the Employer provided that such payments shall comply with the requirements of Code section 401(a)(9), including the incidental death benefit requirements of Code section 401(a)(9)(G).
- Option 6 Other (*please specify*):

Partial Lump Sum

- Option 7: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at the same time.
- Option 8: A split distribution under which payments under Options 1, 2, 3, 5, or 6 commence or are made at different times.

Note: A Beneficiary may not elect a payment form which causes his or her distributions to violate the minimum required distribution requirements of Code section 401(a)(9).

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(b) The default method of paying benefits to a Beneficiary when a Participant has died before payment of his or her Plan benefit has commenced shall be (*check one*):

- A lump sum.
- A single life annuity.
- Other (*please specify*):

In accordance with the minimum required distribution rules under Code section 401(a)(9).

(c) Distribution of the benefits described in this Item 24 shall commence (*check one*):

- On the date selected by the Beneficiary so long as such date complies with the distribution requirements of Code section 401(a)(9). If the Beneficiary fails to make an election before the 60th (*please provide the number of days, default is 60th day*) day following the death of the Participant, the distribution of benefits described in this Item 24 shall commence on the 61st (*please provide the number of days, default is the 61st day*) day following the Participant's death.
- On the ____ (*please provide the number of days, default is the 61st day*) day following the Participant's death.

(d) If a Participant dies before he or she has begun receiving benefits from the Plan, the Plan does / does not (*check one*) permit a Beneficiary to designate a beneficiary for the Participant's Account remaining at the Beneficiary's death. This provision is in effect on and after **September 1, 2017** (*indicate a date on or after January 1, 2014*).

25. Unforeseeable Emergencies.

(a) The Plan does / does not (*check one*) permit Participants to receive distributions in the event of Unforeseeable Emergencies. Unforeseeable Emergency distributions may be made from pre-tax contributions (including pre-tax rollover contributions) and may / may not (*check one*) be made from Roth contributions (including Roth rollover contributions).

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- (b) Participants may / may not (*check one*) receive a withdrawal under Item 25(a) based on Beneficiaries' Unforeseeable Emergencies.
- (c) The Plan does / does not (*check one*) permit Beneficiaries of deceased Participants to receive distributions in the event of Unforeseeable Emergencies.

26. Voluntary In-Service Distributions.

- (a) The Plan does / does not (*check one*) permit voluntary in-service distributions when the provisions of applicable Treasury Regulations permitting such distributions are satisfied.
- (b) If the Plan permits voluntary in-service distributions, a Participant will be eligible to elect to receive a voluntary in-service distribution if the value of the Participant's Account is no greater than (*check one*):
 - \$1,000
 - \$3,500
 - \$5,000
 - Other (*please specify an amount not in excess of \$5,000*):

-
- (c) For purposes of calculating the value of a Participant's Account for purposes of applying Item 26(b), a Participant's Account will / will not (*check one*) include amounts attributable to rollover contributions (as defined in Code section 411(a)(11)(D)).

27. Involuntary In-Service Distributions.

- (a) The Plan does / does not (*check one*) permit involuntary in-service distributions when the provisions of applicable Treasury Regulations permitting such distributions are satisfied. Such distributions shall be made pursuant to a uniform procedure established by the Plan Administrator that is applied in a uniform and non-discriminatory manner.
- (b) If the Plan permits involuntary in-service distributions, a Participant will receive a mandatory in-service distribution if the value of the Participant's Account is no greater than (*check one*):

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- \$1,000
- \$3,500
- \$5,000
- Other (*please specify an amount not in excess of \$5,000*):

N/A

- (c) For purposes of calculating the value of a Participant's Account for purposes of applying Item 27(b), a Participant's Account will / will not (*check one*) include amounts attributable to rollover contributions (as defined in Code section 411(a)(11)(D)).

Note: If an involuntary distribution (1) results in the payment of an "eligible rollover distribution" (*i.e.*, eligible to be rolled over to a 401(a), 403(a), 403(b), governmental 457(b) plan, or an IRA) that exceeds \$1,000 (including rollover contributions), (2) occurs prior to the Participant's Normal Retirement Date (or age 62, if later), and (3) occurs on or after the effective date listed in Item 28, the distribution will be subject to the Code section 401(a)(31)(B) mandatory rollover rules.

28. Mandatory Rollovers. The Plan is subject to the Code section 401(a)(31)(B) mandatory rollover rules as of (*check one*):

- March 28, 2005
- January 1, 2006 [Involuntary In-service distributions are not applicable.]
- Other (*please specify a date no later than the close of the first regular legislative session of the legislative body with the authority to amend the Plan that begins on or after January 1, 2006*):

-
29. Non-Spouse Beneficiary Rollovers. The Plan does / does not (*check one*) permit non-spouse Beneficiaries to elect to roll over payments owing to them to an inherited IRA to the extent permitted under Code section 402(c)(11). This provision is effective as of (*check one*):

- January 1, 2007
- January 1, 2008

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X Other (*please specify a date no earlier than January 1, 2007*):

January 1, 2010

Note: Pursuant to applicable law, non-spouse beneficiary rollovers are mandatory for Plan Years beginning after December 31, 2009.

30. Pre-Tax Payment of \$3,000 in Qualified Health Insurance Premiums for Eligible Retired Public Safety Officers. The Plan does / **X** does not (*check one*) permit Participants who are “eligible retired public safety officers” (as defined in Code section 402(l)(4)(B)) to pay up to \$3,000 in “qualified health insurance premiums” (as defined in Code section 402(l)(4)(D)) for the “eligible retired public safety officers”, their spouses, or their dependents. This provision is effective as of (*check one*):

- January 1, 2007
- January 1, 2008
- Other (*please specify a date no earlier than January 1, 2007*):

N/A

31. Spousal Consent and Default Beneficiary.

- (a) The Plan does / **X** does not (*check one*) require spousal consent for plan distributions of any kind (including loans) in a form other than a joint and survivor annuity.
- (b) The Plan does / **X** does not (*check one*) require spousal consent for designating a Beneficiary other than a spouse.
- (c) If no Beneficiary is designated by a Participant, the Participant’s default beneficiary will be the Participant’s surviving spouse (if married or estate if unmarried) / estate (if married or unmarried) (*check one*) **X** other:

Spouse then estate

- (d) If spousal consent is required pursuant to Item 31(a) or (b), spousal consent must be (*check all that apply*):

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- Witnessed by notary public / Plan Administrator (*check all that apply*).
- Irrevocable
- If spousal consent applies under Item 31(b), spousal consent is required in order to designate any beneficiary other than the spouse / other than the spouse who separately or combined with other beneficiaries will receive more than 1/2 of the benefits to be paid (*check one*).
- Other (*please specify*):

N/A

(e) Effective June 26, 2013 through September 15, 2013, for Plan purposes, the term “spouse” or “surviving spouse” will include the same-sex spouse of an individual only if (*check one*):

- The individual’s marriage is validly entered into in a state whose laws authorize the marriage of two individuals of the same sex at that time, even if the individuals are domiciled in a state that does not recognize the validity of same-sex marriages.
- The individual is domiciled in a state that recognizes same-sex marriages at that time.
- Not applicable

Note: The determination of whether an individual is a person’s spouse or surviving spouse at any applicable time is made under procedures adopted by the Plan Administrator. Employers should review the impact of Federal and state laws on spousal beneficiary designations with independent legal counsel.

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Part X Rollover Contributions

32. Pre-Tax and Roth Rollover Contributions.

(a) The Plan **X** will / will not (*check one*) accept pre-tax rollover contributions from another eligible plan. If pre-tax rollover contributions are accepted in the Plan, the pre-tax rollover contributions from the following types of eligible retirement plan shall be accepted by the Plan (*check one*):

- All eligible retirement plans as defined in Code section 402(c)(8)(B).
- Only governmental Code section 457(b) plans.
- Other (*please specify*):

(b) The Plan **X** will / will not (*check one*) accept Roth rollover contributions from another eligible plan. If Roth rollover contributions are accepted by the Plan, the Roth rollover contributions from the following types of eligible retirement plan shall be accepted by the Plan (*check one*):

- All eligible retirement plans as defined in Code section 402(c)(8)(B) that maintain a Roth contribution account pursuant to Code section 402A.
- Only governmental Code section 457(b) plans that maintain a Roth contribution account pursuant to Code section 402A.
- Other (*please specify*):

Note: Roth rollover contributions are only permitted if the Plan permits Roth elective deferral contributions. Roth rollover contributions

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shall be eligible for distribution at the same time as pre-tax rollover contributions.

- (c) The following individuals are eligible to make rollover contributions (*check one*):
- Option #1: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan) and surviving spouse Beneficiaries.
 - Option #2: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan).
 - Option #3: Only Plan Participants who are otherwise eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time they elect to make a rollover contribution.

33. In-Plan Roth Rollovers.

- (a) The Plan does / does not (*check one*) permit in-plan Roth rollovers (*i.e.*, the conversion of eligible pre-tax funds held in the Plan into Roth after-tax contributions inside the Plan) to the extent permitted under applicable Internal Revenue Service guidance. This provision is effective on and after _____ (*indicate a date on or after January 1, 2011*).

Note: Roth elective deferral contributions must be permitted under the Plan to permit in-plan Roth rollovers.

- (b) The following individuals are eligible to make in-plan Roth rollovers (*check one*):
- Option #1: All Plan Participants (including former Employees with balances in the Plan and Employees not currently eligible to contribute to the Plan) and surviving spouse Beneficiaries (*check only if Option #1 in Item 32(c) is checked*).
 - Option #2: All Plan Participants (including former Employees with balances in the Plan and Employees not currently

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- eligible to contribute to the Plan) (*check only if Option #1 or #2 in Item 32(c) is checked*).
- Option #3: Only Plan Participants who are otherwise eligible to contribute to the Plan because they are eligible employees described in Item 5 at the time they elect to make a rollover contribution (*check only if Option #1, #2, or #3 in Item 32(c) is checked*).
- (c) Regardless of the election made in Item 33(a), the Plan will / will not (*check one*) permit in-plan Roth rollovers (*i.e.*, the conversion of eligible pre-tax funds held in the Plan into Roth after-tax contributions inside the Plan) of amounts not otherwise distributable under the Internal Revenue Code to the extent permitted under applicable Internal Revenue Service guidance. This provision shall be effective for in-plan Roth rollovers made on and after _____ (*indicate a date on or after January 1, 2013*).

Note: Roth elective deferral contributions must be permitted under the Plan to permit in-plan Roth rollovers.

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Part XI Custody of Assets

34. Exclusive Benefit Requirement of Code Section 457(g). The assets of the Plan shall be held for the exclusive benefit of Participants and their beneficiaries. The assets of the Plan shall be held in (*check one or more*):

- A trust.
- Custodial accounts within the meaning of Code section 401(f).
- Annuity contracts within the meaning of Code section 401(f).

35. Trustee. If pursuant to Item 34, some or all assets of the Plan are to be held in a trust, the Trustee of the trust shall be (*check one*):

- Prudential Trust Company
30 Scranton Office Park
Scranton, PA 18507-1789
- Prudential Bank & Trust, FSB
280 Trumbull Street
Hartford, CT 06013-3513
- Other: _____

Unless Prudential Trust Company or Prudential Bank & Trust, FSB is the Trustee, this Adoption Agreement shall not become applicable unless the Trustee or a qualified representative thereof approves and countersigns this Adoption Agreement.

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Part XII Governing Law

36. Governing Law. The Plan shall be governed by the laws of (*check one*):

- New Jersey
- New York
- Pennsylvania
- Other (*please specify which state's laws shall govern the Plan*):

Tennessee

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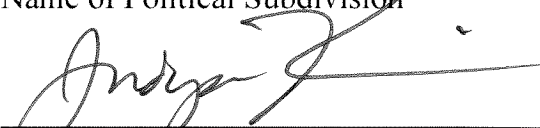
ADOPTION AGREEMENT

Signatures


By signing this Adoption Agreement the Employer hereby certifies that it (1) is a governmental entity described in Code section 457(e)(1)(A), (2) has received a copy of the Prudential Retirement Specimen Governmental 457(b) Plan, (3) accepts the terms and conditions of such Plan and any related services agreement between it and Prudential, (4) acknowledges that it has relied upon its own advisors regarding the completion of this Adoption Agreement, (5) understands or has been advised by its own legal and tax advisors of the legal and other tax implications of adopting the Plan, including, but not limited to, the requirements of Code section 457(b), (6) has had legal counsel review and revise the Plan and Adoption Agreement to ensure that the Plan and Adoption Agreement comply with all applicable state and local law requirements, and (7) understands and acknowledges that Prudential will be under no obligation to update this Adoption Agreement or the Prudential Retirement Specimen Governmental 457(b) Plan document for any subsequent changes in applicable law.


IN WITNESS WHEREOF, the Employer has caused this Adoption Agreement to be executed by a duly authorized representative this 30 day of April, 2020.

Attest: City of Knoxville
Name of Political Subdivision

By: 
Indya Kincannon

Title: Mayor

APPROVED AS TO FORM:

CHARLES W. SWANSON, LAW
DIRECTOR

FUNDS CERTIFIED:

BOYCE H. EVANS, DEPUTY
FINANCE DIRECTOR

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Acknowledged on behalf of Prudential Retirement, a business division of The Prudential Insurance Company of America in its role as recordkeeper for the Plan:

By:



Title:

Vice President

Date:

May 6, 2020

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If applicable:

By signing this Adoption Agreement, the Trustee hereby acknowledges his or her role as Trustee pursuant to the terms of the Trust Agreement between the Employer and the Trustee.

IN WITNESS WHEREOF, the Trustee has caused this Adoption Agreement to be executed by a duly authorized representative this _____ day of _____, 20__.

Attest: _____
Name of Trustee (if a Corporate Trustee)

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____

By: _____

Title: _____