

**ADOPTION AGREEMENT  
FOR THE  
BUCKEYE DEFERRED COMPENSATION PLAN**

**(an Eligible Governmental 457(b) Plan)**

The undersigned Employer, by executing this Adoption Agreement, establishes an Eligible Governmental 457 Plan ("Plan"). The Employer, subject to the Employer's Adoption Agreement elections, adopts fully the Plan provisions. This Adoption Agreement, the basic plan document and any attached Appendices, amendments, or agreements permitted or referenced therein, constitute the Employer's entire plan document. The Employer makes the following elections granted under the corresponding provisions of the basic plan document.

1. EMPLOYER:

Name: Russell Township

Address: 8501 Kinsman Rd  
Street

Novelty OH 44072  
City State Zip

Telephone: 440.338.8912

Taxpayer Identification Number (TIN): \_\_\_\_\_

2. PLAN NAME:

Name: Buckeye Deferred Compensation Plan for Russell Township, Ohio

3. PLAN ADMINISTRATOR:

a.  Employer. If no election is made then the Employer shall be the Plan Administrator

b.  Other. \_\_\_\_\_

4. FUNDING MECHANISM:

a.  Trust [See Section 17 hereof]

b.  Custodial Accounts

1.  Pre-Tax Elective Deferrals. The pre-tax dollar or percentage amount by which each Participant may elect to reduce his/her Compensation
2.  Designated Roth Contributions. Participants can elect to treat Elective Contributions as after-tax Roth contributions (The Employer may not limit Elective Contributions to Designated Roth Contributions only)
3. The Plan (Choose one):
  - Permits Participants to make Elective Contributions from accumulated sick pay, from accumulated vacation pay or from back pay
  - Does not permit Participants to make Elective Contributions from accumulated sick pay, from accumulated vacation pay or back pay

c.  Matching Contributions. If marked, then select formula below:

- Fixed Formula. An amount equal to \_\_\_\_\_% of each Participant's Elective Contributions
- 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 Elective Contributions

The Employer will determine its Matching Contribution based on Elective Contributions credited for each (Choose one):

- Plan Year
- Plan Year Quarter
- Payroll Period

In determining a Participant's Elective Contributions to be taken into account for the above-specified time period under the Matching Contribution formula, the following limitations apply (Choose one of A., B. or C. and choose either one or both or none of D. and E.):

- A.  All Elective Contributions. The Plan Administrator will take into account all Elective Contributions
- B.  Specific Limitation. The Plan Administrator will disregard Elective Contributions exceeding \_\_\_\_\_% of the Participant's Compensation

2.  Does not permit Rollover Contributions.

b. The Plan:

1.  Permits In-Plan Rollovers to Designated Roth Accounts

2.  Does not permit In-Plan Rollovers to Designated Roth Accounts

c. The Plan:

1.  Permits the Participants to elect distribution of their Rollover Contribution Accounts in accordance with Plan at any time.

2.  Does not allow Participants to elect distribution of their Rollover Contribution Accounts until there has been a distributable event under the Plan.

11. NORMAL RETIREMENT AGE:

A Participant attains Normal Retirement Age under the Plan at age \_\_\_\_\_; and if no age is specified, Normal Retirement Age is age 65 years. [Note that Normal Retirement Age may not exceed age 70-1/2. The age may not be less than age 65, or, if earlier, the age at which a Participant may retire and receive benefits under the Employer's pension plan, if any.]

12. DISTRIBUTIONS PRIOR TO SEVERANCE FROM EMPLOYMENT:

A Participant's Deferred Compensation may be distributed prior to Severance from Employment under the following circumstances:

a.  A Participant may elect a distribution from his or her Deferred Compensation due to an Unforeseeable Emergency, as provided in the Plan.

b.  If the Participant: (1) has Deferred Compensation (disregarding Rollover Contributions) that does not exceed \$5,000; (2) 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 (3) has not received a prior Plan distribution under this de minimis exception, then (Choose one of a., b. or c.):

1.  The Participant may elect to receive all or any portion of his or her Deferred Compensation.

2.  The Plan Administrator may elect to distribute the Participant's entire Deferred Compensation.

b. The Trustee will be a Directed Trustee:

Yes

No

c.  The Employer and the Trustee substitute the trust agreement attached hereto as "Appendix A" for the Plan's Trustee provisions

This Adoption Agreement (and the Plan) is executed on the date(s) specified below:

Failure to complete properly the elections in this Adoption Agreement may result in disqualification of the Plan. The Employer may use this Adoption Agreement only in conjunction with the corresponding basic plan document.

EMPLOYER:

By: \_\_\_\_\_

[Signature]

[Printed Name and Title]

Date Signed: 11-2-2016