

**CONSENT of
BOARD OF DIRECTORS of
EMERGENCY MEDICAL SERVICES AUTHORITY**

The Board of Directors of Emergency Medical Services Authority, (the "Authority"), hereby consent to and adopt the following resolutions:

WHEREAS, the Authority currently maintains a tax-qualified plan known as the Emergency Medical Services Authority Money Purchase Pension Plan (B), referred to as the "Plan";

WHEREAS, in recent years Congress has enacted numerous laws affecting the Plan, which include the Pension Protection Act (PPA);

WHEREAS, the Authority, following consideration of the various PPA and certain subsequent provisions, desires to adopt an updated PPA restated Plan document.

NOW THEREFORE, IN CONSIDERATION OF THE FOREGOING PREMISES, IT IS:

RESOLVED: to ensure the Plan is compliant with regulatory requirements, the Authority amends its existing Plan by adopting the BOKF, N.A. Volume Submitter Plan and Trust as a restated plan. The Plan as restated will be effective April 30, 2016. To this end, the authorized signor of the Authority is directed to execute the documents and take any other action deemed necessary or appropriate to maintain the Plan's qualified status.

RESOLVED: that BOKF, N.A. be designated as a nondiscretionary Trustee under Section 10.02 of the Plan.

RESOLVED: that the Authority be confirmed to serve as the Plan Administrator and Named Fiduciary as provided in Section 12.01 of the Plan.

RESOLVED FURTHER: that the Chief Financial Officer of the Authority be named the Special Trustee for purposes of determining and collecting contributions are provided in Section H5f of the Adoption Agreement for compliance with FAB 2008-1.

EMERGENCY MEDICAL SERVICES AUTHORITY MONEY PURCHASE PENSION PLAN (B)

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**ADOPTION AGREEMENT #004
VOLUME SUBMITTER GOVERNMENTAL PENSION PLAN**

The undersigned adopting employer hereby adopts this Plan and its related Trust to the extent an outside trust is not used. The Plan and Trust are intended to qualify as a tax-exempt plan and trust under Code sections 401(a) and 501(a), respectively. The Plan is further intended to qualify as a governmental plan under Code section 414(d). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

EMPLOYER INFORMATION

NOTE: An amendment is not required to change the responses in items 1-10 below.

NOTE: The Plan Sponsor must be an entity that is eligible to adopt a governmental plan as defined in Code section 414(d).

1. Name of adopting employer (Plan Sponsor): Emergency Medical Services Authority
2. Address: 1417 N. Lansing
3. City: Tulsa
4. State: Oklahoma
5. Zip: 74106-5906
6. Phone number: 918-596-3153
7. Fax number: 918-596-3177
8. Plan Sponsor EIN: 73-1038915
9. Plan Sponsor fiscal year end: June 30
10. State of organization of Plan Sponsor: Oklahoma

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: 002
2. Plan name:
 - a. Emergency Medical Services Authority Money Purchase Pension Plan (B)
 - b. _____

NOTE: A.1 is optional.

3. Effective Date

- a. Original effective date of Plan: August 31, 1980
- b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: April 30, 2016

NOTE: The date specified in A.3a for a new plan may not be earlier than the first day of the Plan Year during which the Plan is adopted by the Plan Sponsor.

NOTE: If A.3b is not selected, the Effective Date of the terms of this document shall be the date specified in A.3a. If A.3b is selected, the Effective Date of the restatement shall be the date specified in A.3b. However if the Adoption Agreement states another specific effective date for any Plan provision, when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision. The date specified in A.3b for an amended and restated plan (including the initial PPA restatement) may not be earlier than the first day of the Plan Year during which the amended and restated Plan is adopted by the Plan Sponsor.

4. Plan Year

- a. Plan Year means each 12-consecutive month period ending on June 30 (e.g. December 31)
- b. The Plan has a short Plan Year. The short Plan Year begins _____ and ends _____

5. Limitation Year means:

- a. Plan Year
- b. calendar year
- c. other: _____

SECTION A. GENERAL INFORMATION

NOTE: If A.5c is selected, the Limitation Year must be a consecutive 12-month period.

6. Frozen Plan

The Plan is frozen as to eligibility and benefits effective _____

NOTE: If A.6 is selected, no Eligible Employee shall become a Participant, no Participant shall be eligible to further participate in the Plan and no contributions shall accrue as of and after the date specified.

Plan Features

7. Employee Contributions(Section 4.01)

a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:

i. Yes, _____% of Compensation

ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory Employee Contributions</u>
---------------------	---

iii. Yes, other fixed method: _____

iv. No

b. Voluntary (After-Tax) Contributions are permitted:

i. Yes

ii. No

iii. Formerly Allowed

c. Mandatory After-Tax Employee Contributions are permitted under the Plan:

i. Yes, _____% of Compensation

ii. Yes, salary schedule according to the chart below:

<u>Salary Range</u>	<u>Mandatory After-Tax Employee Contributions</u>
---------------------	---

iii. Yes, other fixed method: _____

iv. No

NOTE: If A.7a is "No", questions regarding Mandatory Employee Contributions are disregarded.

NOTE: If other method (A.7a.iii or A.7c.iii) is selected, the method must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

Compensation

8. Compensation

a. Definition of Compensation for purposes of allocating contributions:

i. W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.

ii. Base Compensation. The basic annual rate of compensation in effect at the beginning of the period selected below (A.8b).

iii. Withholding. Wages paid to an Employee by the Employer (in the course of the Employer's trade or business) within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source.

iv. Other: _____

b. Compensation is determined over the period specified below ending with or within the Plan Year:

i. Plan Year

ii. calendar year

iii. Plan Sponsor Fiscal Year

iv. Limitation Year

v. Other 12-month period beginning on: _____ (enter month and day)

c. Include Employee Contributions in the definition of Compensation.

d. Include deemed Code section 125 compensation in the definition of Compensation.

e. Include differential military pay (as defined in Code section 3401(h)(2)) in the definition of Compensation (Section 3.08).

f. Include other pay (not otherwise included in A.8a): _____

NOTE: If other (A.8a.iv) is selected, Compensation must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

NOTE: A.8b must be "Plan Year" if the Plan is excluding compensation earned before entry (A.11 is selected).

NOTE: If "Plan Year" is not selected in A.8b, for new-rehired Employees whose date of hire is less than 12 months before the end of the 12-month period designated, Compensation will be determined over the Plan Year.

SECTION A. GENERAL INFORMATION

NOTE: If employee contributions are included (A.8c is selected), Compensation shall also include any amount which is contributed by the Employer pursuant to a salary reduction agreement and which is not includable in the gross income of the Employee under Code sections 125, 402(e)(3), 402(h), 403(b), 122(f) or 457.

NOTE: Employee contributions are always included in the definition of Compensation for purposes of Mandatory Employee Contributions.

NOTE: If deemed Code section 125 compensation (A.8d) is selected, Compensation shall include any amounts not available to a Participant in cash in lieu of group health coverage because the Participant is unable to certify that he or she has other health coverage. An amount will be treated as an amount under Code section 125 only if the Employer does not request or collect information regarding the Participant's other health coverage as part of the enrollment process for the health plan. This option is meant to be interpreted consistent with Revenue Ruling 2002-27.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

NOTE: If other pay (A.8f) is selected, A.8f should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is included, must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

9. Post Severance Compensation

Include Post Severance Compensation (unused sick or vacation pay/nonqualified plan payments) in definition of Compensation.

NOTE: A.9 will also apply for purposes of Statutory Compensation.

10. Post Year End Compensation

Determine Compensation using Post Year End Compensation

NOTE: If selected, amounts earned during the current year and paid during the first few weeks of the next year will be included in current year Compensation.

NOTE: A.10 will also apply for purposes of Statutory Compensation.

Compensation Exclusions

11. Pay Before Participation

Exclude pay earned before participation in the Plan from definition of Compensation.

NOTE: If selected, Compensation shall include only that compensation which is actually paid to the Participant during that part of the Plan Year the Participant is eligible to participate in the Plan. If not selected, Compensation shall include that compensation which is actually paid to the Participant during the Plan Year.

12. Other Pay

Exclude other pay from definition of Compensation: _____

NOTE: A.12 should indicate for what purposes (e.g., Mandatory Employee Contributions, etc.) and which class of Participants the Compensation is excluded.

NOTE: The pay specified above must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

13. Statutory Compensation

a. Definition of Statutory Compensation:

- i. W-2. Wages within the meaning of Code section 3401(a) and all other payments of compensation paid to an Employee by the Employer (in the course of the Employer's trade or business) for which the Employer is required to furnish the Employee a written statement under Code sections 6041(d), 6051(a)(3), and 6052.
- ii. Withholding. Wages within the meaning of Code section 3401(a) for the purposes of income tax withholding at the source paid to the Employee by the Employer (in the course of the Employer's trade or business).
- iii. Section 415 Safe Harbor Option. As described in the definition of "Section 415 Safe Harbor Option" in Article 2 of the Basic Plan Document.

b. Include deemed Code section 125 compensation in definition of Statutory Compensation:

NOTE: See A.9 and A.10 to determine if Statutory Compensation will include Post Severance Compensation and/or be determined using Post Year End Compensation.

NOTE: If A.8e is not selected and differential military pay exists, the payments will be included in Statutory Compensation.

Definitions

14. Disability

Definition of Disability

- a. Under Code section 22(e). The Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or which has lasted or can be expected to last for a continuous period of not less than 12 months. The permanence and degree of such impairment shall be supported by medical evidence.

SECTION A. GENERAL INFORMATION

- b. Under the Social Security Act. The determination by the Social Security Administration that the Participant is eligible to receive disability benefits under the Social Security Act.
- c. Inability to engage in comparable occupation. The Participant suffers from a physical or mental impairment that results in his inability to engage in any occupation comparable to that in which the Participant was engaged at the time of his disability. The permanence and degree of such impairment shall be supported by medical evidence.
- d. Pursuant to other Employer Disability Plan. The Participant is eligible to receive benefits under an Employer-sponsored disability plan.
- e. Under uniform rules established by the Plan Administrator. The Participant is mentally or physically disabled under a written policy.
- f. Other: _____

NOTE: If A.14f is selected, provide the definition of Disability. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

15. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 13.05): Oklahoma
- b. Enter any state law provisions that apply to the Plan: _____

NOTE: Only state law and regulations may be entered in A.15b. The Plan may not violate applicable state law.

SECTION B. ELIGIBILITY

Eligible Employee

1. The term "Eligible Employee" shall include:

- a. All Employees
- b. The following Employees: _____
- c. All Employees except the following (select all that apply):
 - i. Union Employees. Any Employee who is included in a unit of Employees covered by a collective bargaining agreement, if retirement benefits were the subject of good faith bargaining, and if the collective bargaining agreement does not provide for participation in this Plan.
 - ii. Leased Employees.
 - iii. Non-Resident Aliens. Any Employee who is a non-resident alien who received no earned income (within the meaning of Code section 911(d)(2)) which constitutes income from services performed within the United States (within the meaning of Code section 861(a)(3)).
 - iv. Other Employees: Paramedics, emergency medical technicians, dispatchers and support staff of any Contractor; all other Employees eligible for the former Emergency Medical Services Authority Money Purchase Pension Plan (A) are excluded for all contribution purposes.

NOTE: See Section 3.06(a) for rules regarding excluded Employees.

NOTE: If B.1b is selected, describe the Employees and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are eligible. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion. In order to meet the permanency requirement of Treas. Reg. section 1.401-1 (b)(2), a specific person or persons may be named by position title but not given name; a finite group of individuals that cannot increase/change over time (such as those hired before a specific date) may not be used.

NOTE: If B.1c.iv is selected, describe other excluded Employees from definition of Eligible Employee and indicate for what purposes (e.g., Pension Contributions, etc.) the Employees are excluded. The definition provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

2. Opt-Out.

An Employee may irrevocably elect not to participate in the Plan.

NOTE: If the Plan provides for Mandatory Employee Contributions (A.7a.iv is not selected), B.2 shall not apply to Mandatory Employee Contributions.

Eligibility Service Rules

3. Other Employer Service

Count service with employers other than the Employer for eligibility purposes. List other employers along with any limitations: _____

4. Special Participation Date

- a. Allow immediate participation for all Eligible Employees employed on a specific date. All Eligible Employees employed on _____ shall become eligible to participate in the Plan as of _____
- b. The Plan provides conditions or limitations on immediate participation: _____

NOTE: If B.4b applies (B.4a is selected) and is selected, describe the conditions or limitations that apply. The conditions/limitations must be objectively determinable and may not be specified in a manner that is subject to discretion.

Eligibility for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions

An Eligible Employee shall be eligible to receive/make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions (if permitted pursuant to A.7) at the time specified in B.8 upon meeting the requirements of B.5 through B.7 (Section 3.01).

5. Age Requirement for Employee Contributions

Minimum age requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions: ____

6. Service Requirement for Employee Contributions

Minimum service requirement for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- a. None
- b. Completion of ____ year(s) of eligibility service
- c. Completion of ____ Hours of Service in a ____ month period
- d. Completion of ____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. Completion of ____ months of service
- f. Completion of ____ days of service
- g. Other: ____

NOTE: If B.6g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

7. Additional Requirements for Employee Contributions

Additional requirements, limitations, conditions or other modifications to B.5-6 (eligibility to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions) apply: ____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

8. Entry Dates for Employee Contributions

a. Frequency of entry dates for Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions:

- i. immediate
- ii. first day of each calendar month
- iii. first day of each Plan quarter
- iv. first day of the first month and seventh month of the Plan Year
- v. first day of the Plan Year
- vi. other: ____

b. An Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions on the entry date selected in B.8a that is:

- i. coincident with or next following the date the requirements of B.5 through B.7 are met
- ii. next following the date the requirements of B.5 through B.7 are met

NOTE: If B.8a.i is selected, an Eligible Employee shall become a Participant eligible to make Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions immediately upon meeting the requirements of B.5 through B.7.

NOTE: If B.8a.vi is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.8b is not applicable if B.8a.i or B.8a.vi (immediate entry/other) is selected.

Eligibility for Pension Contributions

9. Eligibility for Pension Contributions (select one):

- a. Same as Mandatory Employee Contributions/Voluntary Contributions/Mandatory After-tax Employee Contributions. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.8 upon meeting the requirements of B.5 through B.7
- b. Pursuant to options selected below. An Eligible Employee shall be eligible to receive an allocation of Pension Contributions at the time specified in B.13 upon meeting the requirements of B.10 through B.12

NOTE: If B.9a is selected B.10 - B.13 shall be inapplicable.

10. Age Requirement for Pension Contributions

Minimum age requirement for Pension Contributions: 18

11. Service Requirement for Pension Contributions

Minimum service requirements for Pension Contributions:

- a. None
- b. Completion of _____ year(s) of eligibility service
- c. Completion of _____ Hours of Service in a _____ month period
- d. Completion of _____ Hours of Service within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed.
- e. Completion of _____ months of service
- f. Completion of _____ days of service
- g. Other: Completion of 4 months of consecutive service with at least 1 Hour of Service each month

NOTE: If B.10g is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to discretion.

12. Additional Requirements for Pension Contributions

Additional requirements, limitations, conditions or other modifications to B.10-11 (eligibility to receive Pension Contributions) apply: _____

NOTE: The additional requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

13. Entry Dates for Pension Contributions

a. Frequency of entry dates for Pension Contributions:

- i. immediate
- ii. first day of each calendar month
- iii. first day of each Plan quarter
- iv. first day of the first month and seventh month of the Plan Year
- v. first day of the Plan Year
- vi. other: _____

b. An Eligible Employee shall become a Participant eligible to receive Pension Contributions on the entry date selected in B.13a that is:

- i. coincident with or next following the date the requirements of B.10 through B.12 are met
- ii. next following the date the requirements of B.10 through B.12 are met
- iii. coincident with or immediately preceding the date the requirements of B.10 through B.12 are met
- iv. immediately preceding the date the requirements of B.10 through B.12 are met
- v. nearest to the date the requirements of B.10 through B.12 are met

NOTE: If immediate entry (B.13a.i) is selected, an Eligible Employee shall become a Participant eligible to receive Pension Contributions immediately upon meeting the requirements of B.10 through B.12.

NOTE: If B.13a.vi is selected the other entry date must be objectively determinable and may not be specified in a manner that is subject to discretion.

NOTE: B.13b is not applicable if immediate or other entry (B.13a.i or B.13a.vi) is selected.

Transfers/Rehires

14. Transfers/Rehires

- a. If an Employee either (1) upon rehire again qualifies as an Eligible Employee (2) or if not previously an Eligible Employee who due to a change in status becomes an Eligible Employee, he shall become a Participant with respect to the contributions for which the eligibility requirements have been satisfied (Section 3.04):
 - i. as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
 - ii. on the entry date as of the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3
- b. An individual who has satisfied the applicable eligibility requirements set forth in Article 3 before his rehire date, and who is subsequently reemployed by the Employer as an Eligible Employee shall resume or become a Participant (Section 3.05):
 - i. immediately upon his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied
 - ii. on the entry date coincident with or next following his rehire date with respect to the contributions for which the eligibility requirements of this Article 3 have been satisfied

SECTION C. CONTRIBUTIONS

Voluntary Contributions

NOTE: If A.7b is "Yes" (Voluntary Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.8 shall be eligible to make Voluntary Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Voluntary Contributions

- a. Minimum Voluntary Contribution: _____
- b. Maximum Voluntary Contribution: _____
- c. Other limits on Voluntary Contributions apply: _____

NOTE: C.1a and C.1b may not be more than 100% of Compensation.

NOTE: If C.1c is selected the requirements provided must be objectively determinable and may not be specified in a manner that is subject to discretion.

Pension - Service

NOTE: An Eligible Employee who has met the requirements of B.9 through B.13 and who has satisfied the following requirements shall be eligible to receive an allocation of Pension Contributions during the applicable Plan Year.

2. Allocation Service Requirements for Pension Contributions

- a. None
- b. In order to share in the allocation of Pension Contributions, a Participant is required to complete at least the following number of Hours of Service in the applicable Plan Year 1000
- c. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year
- d. In order to share in the allocation of Pension Contributions, a Participant is required to be employed by the Employer on the last day of Plan Year or complete at least _____ Hours of Service in the applicable Plan Year

NOTE: C.2b and C.2c are inapplicable if C.2a or C.2d is selected.

3. Exceptions to Allocation Service Requirements for Pension Contributions

- a. Modify Hour of Service requirement and/or last day requirement for a Participant who Terminates employment with the Employer during the Plan Year due to:
 - i. death
 - ii. Disability
 - iii. attainment of Normal Retirement Age
- b. Any Hour of Service requirement and last day requirement shall be modified as follows:
 - i. Waive both the Hour of Service requirement and last day requirement
 - ii. Waive the Hour of Service requirement only
 - iii. Waive last day requirement only
- c. The following other modifications shall be made to the requirements specified in C.2-3b: _____

NOTE: C.3 is only applicable if C.2a, C.2b or C.2c is selected.

NOTE: C.3c may only be used to make minor changes to the requirements specified in C.2-3b and must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion. For example, C.3c could be used to clarify that last day but not Hours of Service is waived for death while Hours of Service and last day are waived for Disability and attainment of Normal Retirement Age.

Pension Contributions - Formula

- 4. Pension allocation formula. The Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 as follows (Section 4.03):
 - a. Pro rata. In the amount of _____ to be allocated in the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
 - b. Points. In the amount of _____ to be allocated as described in C.5.
 - c. Fixed Amount. In the amount of _____ to be allocated by dividing the total amount by the number of Participants eligible to share in such contribution.
 - d. Defined Groups. See C.6
 - e. Other fixed formula: Integrated Formula (permitted disparity) using 100% of the taxable wage base for the Plan Year

SECTION C. CONTRIBUTIONS

NOTE: If B.4e is selected, the other fixed formula must be objectively determinable and may not be specified in a manner that is subject to discretion.

5. Pension Contribution - Points

If C.5b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in the ratio that such Participant's points bears to the points of all eligible Participants.

Each Participant shall receive to the extent provided in C.5a: (a) the points described in C.5d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.5c for each Plan Year, including the current Plan Year, during which he was eligible to participate in the Plan after meeting the requirements of Article 3 (regardless of any service or last day requirement in Article 4) applicable to Pension Contributions, and (c) the points described in C.5b for each \$100 of Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
 - i. Age, Service and Compensation
 - ii. Age and Service
 - iii. Age and Compensation
 - iv. Service and Compensation
 - v. Age Only
 - vi. Service Only
- b. Points awarded for \$100 of Compensation: _____
- c. Points awarded for each year of participation: _____
- d. Points awarded for each year of age: _____

NOTE: C.5b, C.5c and C.5d apply to the extent that C.5a provides points for Compensation, Years of Service and/or age, respectively.

6. Pension Contribution- Defined Groups

If C.4d is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.9 through B.13 and C.2 through C.3 in an amount designated by the Employer to be allocated to each group described in C.6. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Pension Contributions in the method as specified in C.6 for such group. The amount allocated to one group need not bear any relationship to amounts allocated to any other group. The Employer shall notify the Plan Administrator in writing of the amount of contributions allocated to each group.

- a. Group One: _____ An amount equal to:
 - i. A percentage of Compensation _____
 - ii. A fixed dollar amount _____
 - iii. the greater of i. or ii.

NOTE: Groups must be defined in a manner that is objectively determined with no Employer discretion. Groups may not be designed so that the permanency requirement of Treas. Reg. section 1.401-1(b)(2) is violated.

NOTE: See Section 3.06 for rules regarding eligibility requirements.

7. Allocation of Pension Contributions

- a. Pension Contributions are allocated to Participant Accounts at the following time(s):
 - i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
- b. Minimum and Maximum Pension Contributions
 - i. Allocations of Pension Contributions for a Participant shall be subject to a minimum amount: _____
 - ii. Allocations of Pension Contributions for a Participant shall be subject to a maximum amount: _____

NOTE: Any service requirements specified in C.2 through C.3 shall be applied pro rata to the period selected in this C.7a. Any last day rule specified in C.2 through C.3 shall be applied as of the end of each period selected in this C.7a.

8. Paid Time Off

- a. The Employer will contribute a Participant's unused paid time off (vacation and/or sick leave) as a Pension Contribution to the Plan. Unused paid time off shall be contributed to the Plan:
 - i. Each Plan Year
 - ii. Upon Termination
- b. The following limitations/conditions shall apply: _____

NOTE: Any unused paid time off where the Participant has the right to request cash payment is not eligible for contribution to the Plan under this C.8.

NOTE: The unused paid time off contributions must be contributed by multiplication of the Participant's current daily rate of pay against the amount of accrued unpaid leave.

NOTE: Paid time off contributions must conform with Revenue Rulings 2009-31 and 2009-32.

SECTION C. CONTRIBUTIONS

9. Pension - Disability

Allocate Pension Contributions to Disabled Participants who do not meet the allocation service requirements (Section 4.03(d)). Allocations to Disabled Participants end as of the earliest of: (i) the last day of the Plan Year in which occurs the ____ anniversary of the start of the Participant's Disability or (ii) such other time specified in Section 4.03(d).

NOTE: C.9 shall not be more than "tenth".

NOTE: Allocations under C.9 may occur after Termination.

10. Collective Bargaining Agreement

a. In addition to the amount selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement.

b. The collective bargaining allocations will offset other employer contribution allocations that would otherwise be made to a Participant:

i. Yes - Pension contributions only

ii. No

iii. Other: _____

NOTE: C.4-7 (amount, timing, maximum and minimum Pension Contributions) will not apply to collectively bargained contributions.

Collectively bargained contribution allocation timing, maximums and minimums will be determined under the collective bargaining agreement unless otherwise specified in C.10b.

Other Contributions

11. Prevailing Wage

a. In addition to any other Pension Contributions, an amount necessary to meet the Employer's requirements under an applicable prevailing wage statute. The formula for allocating prevailing wage contributions shall be specified in an Addendum to the Adoption Agreement. The addition of such Addendum shall not be considered a modification to the Volume Submitter document.

b. The prevailing wage contributions offset:

i. None

ii. The prevailing wage contributions will offset any other Pension Contribution allocations that would otherwise be made to a Participant.

iii. Other: _____

NOTE: Depending upon the offset rule chosen, timing of allocations may need to be considered as contributions under prevailing wage are typically required to be made not less often than quarterly.

NOTE: The offset provided under C.11b.iii must be objectively determinable and may not be specified in a manner that is subject to Employer discretion

NOTE: C.11b is only applicable if C.11a is selected.

12. Rollovers

Rollover Contributions are permitted (Section 4.04):

a. No

b. Yes - All Eligible Employees may make a Rollover Contribution even if not yet a Participant in the Plan

c. Yes - Only active Participants may make a Rollover Contribution

d. Yes - _____ Participants may make a Rollover Contribution

NOTE: The Plan Administrator has discretion under Section 4.05 to limit the types of Rollover Contributions accepted by the Plan and must use that discretion in a consistent manner.

13. Deemed IRAs

The Plan may accept voluntary contributions to deemed IRAs (Section 4.08) effective: _____

NOTE: If C.13 is selected, see Section 4.08 for rules regarding deemed IRAs.

14. Death or Disability During Qualified Military Service

For benefit accrual purposes, a Participant that dies or becomes Disabled while performing qualified military service will be treated as if he had been employed by the Employer on the day preceding death or Disability and terminated employment on the day of death or Disability pursuant to Code section 414(u)(9) (Section 6.02) effective: _____

NOTE: Effective date must be on or after January 1, 2007.

15. 415 Additional Language

Additional language necessary to satisfy Code section 415 because of the required aggregation of multiple plans: _____.

SECTION D. VESTING

Vesting Schedules**1. Pension**

Pension Contribution Account Vesting Schedule:

- a. 100%
- b. _____ year cliff
- c. Other:
- | | |
|---|--|
| i. Other Pension Schedule -
less than 1 year: _____% | xii. Other Pension Schedule -
11 years but less than 12 years: _____% |
| ii. Other Pension Schedule -
1 years but less than 2 years: _____% | xiii. Other Pension Schedule -
12 years but less than 13 years: _____% |
| iii. Other Pension Schedule -
2 years but less than 3 years: _____% | xiv. Other Pension Schedule -
13 years but less than 14 years: _____% |
| iv. Other Pension Schedule -
3 years but less than 4 years: _____% | xv. Other Pension Schedule -
14 years but less than 15 years: _____% |
| v. Other Pension Schedule -
4 years but less than 5 years: _____% | xvi. Other Pension Schedule -
15 years but less than 16 years: _____% |
| vi. Other Pension Schedule -
5 years but less than 6 years: _____% | xvii. Other Pension Schedule -
16 years but less than 17 years: _____% |
| vii. Other Pension Schedule -
6 years but less than 7 years: _____% | xviii. Other Pension Schedule -
17 years but less than 18 years: _____% |
| viii. Other Pension Schedule -
7 years but less than 8 years: _____% | xix. Other Pension Schedule -
18 years but less than 19 years: _____% |
| ix. Other Pension Schedule -
8 years but less than 9 years: _____% | xx. Other Pension Schedule -
19 years but less than 20 years: _____% |
| x. Other Pension Schedule -
9 years but less than 10 years: _____% | xxi. Other Pension Schedule -
20 years: <u>100%</u> |
| xi. Other Pension Schedule -
10 years but less than 11 years: _____% | |

NOTE: A cliff vesting schedule means no vesting is provided until the Participant meets the number of Years of Vesting Service provided in D.1b.

NOTE: D.1b and D.1c may not be completed with a cliff vesting schedule of more than 15. However, if substantially all Participants are qualified public safety employees within the meaning of Code section 72(t)(10)(B), the limit is increased to 20.

NOTE: D.1c may provide for a graded vesting schedule of up to 5 to 20 years.

2. Other Vesting Schedule

The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.2 is in addition to the vesting schedule in D.1.

Vesting Service Rules

NOTE: If D.1a is selected and D.3a is not selected, the remaining options in section D.3-7 are inapplicable.

3. Vesting Computation Period

- a. Calendar year
- b. Plan Year
- c. The 12-consecutive month period commencing on the date the Employee first performs an Hour of Service; each subsequent 12-consecutive month period shall commence on the anniversary of such date
- d. Other: _____

NOTE: D.3d must be based on creditable years of service.

4. Other Employer Service

Count service with employers other than the Employer for vesting purposes. List other employers for which the service applies along with any limitations: _____

5. Vesting Exceptions

- a. Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 6.02).

SECTION D. VESTING

- b. Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee (Section 6.02).
 - c. Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee (Section 6.02).
6. **Vesting Exclusions**
- a. Exclude Years of Vesting Service earned before age 18.
 - b. Exclude Years of Vesting Service earned before the Employer maintained this Plan or a predecessor plan.
7. **Vesting Forfeitures**
- a. Upon termination, nonvested account balances shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____
 - b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
 - i. as soon as administratively feasible
 - ii. other timeframe: _____
- NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to discretion.*
8. **Forfeitures and Re-employment**
- a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
 - i. only if the period of severance was less than or equal to the following period _____
 - ii. only to the extent the vested account balance was not distributed
 - iii. only to the extent the vested distributed account balance is restored to the Plan
 - b. forfeited account balances shall not be restored
9. **Use of Forfeitures**
- Forfeitures will be used in the following manner (Articles 5 and 6):
- a. Any permissible method (restore forfeitures, reduce Employer contributions (or reallocate as Employer contributions) made pursuant to Article 4 or to pay Plan expenses)
 - b. Other: _____
- NOTE: D.9b is limited to one or a combination of the options described in D.9a, D.9b may be used to further restrict the uses of forfeiture and must be applied in a consistent manner.*
10. **Special Vesting Provisions**
- Provide for special vesting provisions: _____
- NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to discretion.*

SECTION E. DISTRIBUTIONS

1. **Normal Retirement**
- Normal Retirement Age means:
- a. Attainment of age 62
 - b. Later of attainment of age _____ and the _____ anniversary of Plan participation.
 - c. Other: _____
- NOTE: Effective Plan Years beginning on or after the later of (1) January 1, 2015 or (2) the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the definition of Normal Retirement Age must satisfy Treas. Reg. section 1.401(a)-1(b) pursuant to IRS Notice 2012-29.*
2. **Early Retirement**
- Early Retirement Age means:
- a. None. The Plan does not have an early retirement feature.
 - a. Attainment of age _____
 - b. Later of attainment of age _____ and _____ service.
 - c. Other: _____
3. **Time of Payment (Other than Death)**
- Distributions after Termination of Employment for reasons other than death shall commence (Section 7.02):
- a. Immediate. As soon as administratively feasible with a final payment made consisting of any allocations occurring after such Termination of Employment.
 - b. End of Plan Year. As soon as administratively feasible after all contributions have been allocated relating to the Plan Year in which the Participant's Account balance becomes distributable
 - c. Normal Retirement Age. When the Participant attains Normal Retirement Age.

SECTION E. DISTRIBUTIONS

d. Other: _____

NOTE: Any entry in E.3d must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

4. Form of Payment (Other than Death)

Medium of distribution from the Plan:

a. Cash only

b. Cash or in-kind rollover to an individual retirement account sponsored by the following vendor: _____

c. Other: Cash or in-kind

5. Default Form of Payment (Other than Death)

a. Unless otherwise elected by the Participant, distributions shall be made in the form of:

i. Lump sum only

ii. Other: _____

b. In addition to the form described in E.5a, distributions from the Plan after Termination for reasons other than death may be made in the following forms (select all that apply):

i. Lump sum only

ii. Lump sum payment or substantially equal annual, or more frequent installments over a period not to exceed the joint life expectancy of the Participant and his Beneficiary

iii. Under a continuous right of withdrawal pursuant to which a Participant may withdraw such amounts at such times as he shall elect

iv. Other: Distributions from the Plan after a Participant's Termination of employment may be made in the following form(s): Qualified Joint and Survivor Annuity, Qualified Pre-retirement Survivor Annuity, Lump Sum and Installments for Required Minimum Distributions purposes only.

NOTE: Any entry in E.5a.ii and/or E.5b.iv must comply with Code section 401(a)(9), Section 7.02(e) and other requirements of Article 7.

6. Permit Distributions as an Annuity

Permit distributions in the form of an annuity

NOTE: If E.6 is selected, a Participant may elect to have the Plan Administrator apply his entire vested Account toward the purchase of an annuity contract, which shall be distributed to the Participant. The terms of such annuity contract shall comply with the provisions of this Plan and any annuity contract shall be nontransferable.

7. Payment upon Participant's Death

Distributions on account of the death of the Participant shall be made in accordance with the following:

a. Pay entire Account balance by end of fifth year for all Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) only

b. Pay entire Account balance no later than the 60th day following the end of Plan Year in which the Participant dies

c. Allow extended payments for all Beneficiaries in accordance with Sections 7.02(b)(1)(A), (B) and (C) and 7.02(b)(2)(A) and (B)

d. Pay entire Account balance by end of fifth year for Beneficiaries in accordance with Sections 7.02(b)(1)(A) and 7.02(b)(2)(A) and allow extended payments in accordance with Sections 7.02(b)(1)(B) and (C) and 7.02(b)(2)(B) only if the Participant's spouse is the Participant's sole primary Beneficiary

e. Other: _____

NOTE: Any entry in E.7e must comply with Code section 401(a)(9), Section 7.02(b) and other requirements of Article 7.

8. Beneficiaries

a. Death benefits when there is no designated beneficiary:

i. Standard according to Section 7.04(c)

ii. Other: Participant's vested balance will be paid in the following order of priority: (1) Participant's surviving spouse; and if no surviving spouse, (2) Participant's surviving children (including adopted children), in equal shares by right of representation (one share for each surviving child and one share for each child who predeceases the Participant with living descendants); and if none to (3) Participant's surviving parents, in equal shares; and if none to (4) Participant's estate.

b. Revocation. A beneficiary designation to a spouse shall be automatically revoked upon the following circumstances: The granting of a divorce decree, unless a ODRO provides otherwise.

c. Domestic Partners are treated as a spouse under the terms of this Plan for purposes of death benefits to the extent applicable:

i. No

ii. Yes - limited to the following terms and conditions: _____

iii. Yes

d. The term "Domestic Partner" as defined in Article 2 is modified in the following manner: _____

NOTE: If E.8a.ii (Other) is selected, death benefits when there is no designated beneficiary shall be provided pursuant to E.8a.ii. The death benefits described must be definitely determinable and may not be specified in a manner that is subject to discretion.

NOTE: If E.8c.i is selected, F.8d does not apply.

NOTE: If E.8d is selected, the modifications must be definitely determinable.

SECTION E. DISTRIBUTIONS

NOTE: Domestic Partners shall not be treated as a spouse under the following Sections of the Plan: 7.02(b) (distribution upon death), 7.05 (minimum distributions) and 7.06 (direct rollovers).

NOTE: If revocation is selected (E.8b) you may use this item to indicate automatic revocation upon divorce.

9. Cash Out

- a. Involuntary cash-out amount for purposes of Section 7.03: \$5000
- b. Involuntary cash-out of a terminated Participant's Account balance when it exceeds the cash-out amount specified in E.9a is deferred under Section 7.03(b) until:
 - i. Later of age 62 or Normal Retirement Age - payment made in a lump sum only
 - ii. Required Beginning Date - Participant may elect payment in a lump sum or installments
 - iii. Required Beginning Date - payment made in a lump sum only
- c. Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance for purposes of the Plan's involuntary cash-out rules (Section 7.03).

NOTE: E.9a has a \$5,000 maximum, \$5,000 will be entered unless otherwise specified.

NOTE: If E.9a is not selected, E.9c does not apply.

NOTE: If E.9a is less than \$1,000, E.9c may not be selected.

10. Required Beginning Date

Required Beginning Date for a Participant:

- a. Retirement. April 1 of the calendar year following the later of the calendar year in which the Participant: (a) attains age 70-1/2, or (b) retires
- b. Age 70-1/2. April 1 of the calendar year following the calendar year in which the Participant attains age 70-1/2
- c. Election. The option provided in E.9a; provided that a Participant may elect to commence distributions pursuant to either E.10a or E.10b

SECTION F. IN-SERVICE WITHDRAWALS

NOTE: See Section 8.05 for limits on in-service distributions.

NOTE: In-service withdrawal options are meant as enabling rules. If an in-service distribution is permitted under any option specified below, the in-service withdrawal is permissible.

In-Service Withdrawals

1. Retirement

- a. Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following Accounts: All Plan accounts

Other Withdrawals

2. At Any Time (Section 8.03(b))

In-service withdrawals are allowed from the following Accounts at any time:

- a. Voluntary Contribution Account
- b. Rollover Contribution Account

NOTE: If nothing is indicated, no in-service withdrawals are allowed under this Section.

3. Disability

Allow distributions upon Disability.

4. Other Conditions/Limitations

The following limitations, conditions and/or special rules apply to in-service withdrawals: _____

NOTE: Unless otherwise specified, the limitations will apply to all in-service withdrawals (H.1 through H.3).

5. Loans

Loans are permitted:

- Yes
- No

SECTION G. PLAN OPERATIONS

1. Permitted Investments

- a. Plan may invest in life insurance (Section 9.06)

2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):
- All Accounts
 - Some Accounts
 - None
- b. If Some Accounts is selected, a Participant may self-direct the following Accounts:
- Mandatory Employee Contribution Account
 - Mandatory After-tax Employee Contribution Account
 - Pension Contribution Account
 - Voluntary Contribution Account
 - Rollover Contribution Account
 - Transfer Account
 - Other: _____
- c. Participants may also establish individual brokerage accounts.
- d. Participants may exercise voting rights with respect to investments (Section 9.05).

NOTE: If G.2a.iii (None) is selected, G.2b through G.2d do not apply.

NOTE: G.2b only applies if G.2a.ii is selected.

3. Valuation Date

Enter Valuation Date:

- Last day of Plan Year
- Last day of each Plan quarter
- Last day of each month
- Each business day
- Other: _____ (Must be at least annually).

4. Plan Administration

- a. Designation of Plan Administrator (Section 11.01):
- Plan Sponsor
 - Committee appointed by Plan Sponsor
 - Other: _____
- b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 11.01(c) and 11.02(c)):
- Plan Administrator and Investment Fiduciary adopt own procedures
 - Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
- c. Type of indemnification for the Plan Administrator and Investment Fiduciary:
- None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
 - Standard according to Section 11.06
 - Provided pursuant to an outside agreement
- d. The following modifications shall be made to the duties of the applicable parties: _____
- NOTE: H.4d may be used to reallocate duties between the Plan Sponsor and the Plan Administrator. It may also be used to designate additional parties to perform specific Plan Administrator and/or Plan Sponsor duties.*

5. Trust

- a. Use the Trust agreement contained in the Basic Plan Document
- Yes
 - No
 - Yes, but only for the following assets/Accounts: _____; other assets/Accounts will use an outside Trust or an arrangement described in Code section 401(f).
 - Not Applicable - Assets are held solely by an arrangement described in Code section 401(f).
- b. Trustee Type
- Corporate. Trustee name and address: BOKF, NA as Nondiscretionary Trustee, P.O. Box 880, Tulsa, Oklahoma 74101
 - Individual. Trustee name(s): _____
- c. Type of Trustee Indemnification:
- Standard according to Section 10.07(b)
 - None

SECTION G. PLAN OPERATIONS

d. The Trustees may designate one or more Trustees to act on behalf of all Trustees (Section 10.05(b)(2)).

NOTE: Section 10.09 of the Basic Plan Document shall apply to the extent assets are held in an outside trust agreement.

NOTE: If the Trust agreement contained in the Basic Plan Document applies, then Trustee signature(s) is/are not necessary on amendments if the amendment does not affect Trustee duties.

NOTE: If G.5a.iv is selected, G.5b - d shall not apply.

NOTE: If a separate trust agreement is to be used (G.5a.ii or G.5a.iii is selected), the items in G.1-5 shall apply only to the extent that they are not superseded by the terms of the separate trust agreement. Only the trust document(s) previously approved by the IRS may be utilized with this Plan and still rely on the Plan's advisory letter.

NOTE: If G.5a.i or G.5a.iii (use Trust Agreement in Basic Plan Document) is selected and G.5c.ii (no indemnification) is selected, indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

NOTE: If G.5c.ii (no indemnification) Section 10.07(b) shall not apply and indemnification for the Trustee may be pursuant to an agreement that is not a part of the Plan.

6. Trust Administrative Modifications

a. The following modifications are made to the permitted investments under the Trust Fund: _____

b. The following modifications are made to the duties of the Trustee, Investment Fiduciary or Investment Manager: _____

c. The following modifications are made to other administrative provisions of the Trust Fund: _____

NOTE: G.6 only applies if G.5a.i or G.5a.iii is selected (the Trust Agreement contained in the Basic Plan Document applies).

NOTE: The addition of language in G.6 cannot conflict with other provisions of the Plan and cannot cause the Plan to fail to qualify under Code section 401(a). Under no circumstances can a modification consist of: 1) removal or change to the prudent man rule, 2) addition of arbitration for Participant disputes, 3) addition of securities lending program, and 4) modification of the duties of the special trustee in Section 10.02(b) to determine and collect contributions under the Plan.

Qualified Domestic Relations Orders

7. Section 13.02 shall apply.

SECTION H. MISCELLANEOUS

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

The Plan shall consist of this Adoption Agreement #004, its related Basic Plan Document #P-03 and any related Appendix and Addendum to the Adoption Agreement.

The Plan is a volume submitter plan and is not a prototype plan.

The adopting employer may rely on an advisory letter issued by the Internal Revenue Service as evidence that the Plan is qualified under Code section 401 only to the extent provided in Revenue Procedure 2011-49 and any superseding guidance. The employer may not rely on the advisory letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the advisory letter issued with respect to the Plan and in Revenue Procedure 2011-49 and any superseding guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, application for a determination letter must be made to Employee Plans Determinations of the Internal Revenue Service. The practitioner will inform the adopting employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The practitioner, CCH INCORPORATED, DBA ftwilliam.com may be contacted at 700 W. Virginia St., Suite 305, Milwaukee, WI 53204; 414-226-2442.

SECTION I. EXECUTION PAGE

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The parties have caused this Plan to be executed this 25 day of April, 2016.

EMERGENCY MEDICAL SERVICES AUTHORITY:

Signature: Kent Towence

Print Name: Kent Towence

Title/Position: CEO

TRUSTEE:

BOKF, NA as Nondiscretionary Trustee

Its: _____

EFFECTIVE DATE ADDENDUM

Use this Addendum to provide any effective dates for Plan provisions other than the Effective Date specified in A.3. Any date entered may not override an effective date required by the Internal Revenue Code, Treasury or other formal guidance. Any date entered may not be before the Effective Date. Use of this Addendum shall not be considered a modification to the Volume Submitter document.

April 30, 2016

CUSTOM LANGUAGE ADDENDUM

The Participant's ability to exercise voting rights with respect to investments as provided in Election G(2)(d) in the adoption agreement is limited to individual brokerage account investments only.