

JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds

(Multiple Class Funds)

PARTICIPATION AGREEMENT

The purpose of this Participation Agreement (the “Agreement”) is to provide for the investment of some or all of the assets of the plan or plans (the “Plan”) identified in the Account Information & ERISA Disclosures Certification Form (“Certification Form”) attached hereto as Exhibit A in one or more of the JPMorgan Chase Bank, N.A. Commingled Pension Trust Funds (each, a “Fund”) listed in the Certification Form. This Agreement is entered into on behalf of the Plan by the undersigned plan sponsor, trustee, investment committee or other authorized fiduciary for the Plan (the “Client”). This Agreement includes and incorporates by reference each of the Exhibits and Appendices attached hereto, as the same may be amended or supplemented from time to time.

1. *Fund Information.* Each Fund is established and maintained by JPMorgan Chase Bank, N.A. (“JPMCB”), under a Declaration of Trust, as the same may be amended and in effect from time to time (the “Declaration of Trust”), and in accordance with applicable regulations of the Office of the Comptroller of the Currency, including 12 CFR §9.18(a). Each Fund is a bank-sponsored collective investment fund established as a group trust within the meaning of Internal Revenue Service Revenue Ruling 81-100, as amended. Further information regarding a Fund, including the Fund’s investment objective, strategy and guidelines, risk factors, fees and expenses, and other terms and conditions of participation in the Fund, are set forth in a Fund Summary (the “Fund Summary”). JPMCB shall provide to the Client copies of the Declaration of Trust and Fund Summary, and any amendments or supplements thereto, as in effect from time to time.
2. *Application to Participate.* Client has authority to direct investments or designate investment options for the Plan. Client hereby applies for participation in the Fund by the Plan. Client acknowledges and agrees that participation in the Fund is subject to the terms and conditions described in the Declaration of Trust. In the event of any inconsistency between the Declaration of Trust and this Agreement, the Declaration of Trust shall control. Participation in the Fund requires the written consent of JPMCB, as evidenced by JPMCB’s execution of this Agreement.
3. *Appointment of JPMCB as Investment Manager.* Pursuant to its authority to appoint one or more investment managers for the Plan, the Client hereby appoints JPMorgan Chase Bank, N.A., as investment manager, with the power to invest, reinvest and maintain custody of the assets of the Plan invested in the Fund, and JPMCB accepts such appointment. If the Plan is subject to the Employee Retirement Income Security Act of 1974, as amended (“ERISA”), JPMCB shall be appointed an “investment manager” within the meaning of Section 3(38) of ERISA. The powers and duties of JPMCB as investment manager shall be governed by the terms of the Declaration of Trust and this Agreement. JPMCB shall be responsible only for the investment and custody of the assets accepted by it and shall have no other duties except as specified in the Declaration of Trust and this Agreement. JPMCB acknowledges that it is a fiduciary, as defined by ERISA or other applicable law, with respect to the assets of the Plan invested in the Fund. Such fiduciary responsibility is limited to the management of the Fund and the selection of the investments held within the Fund. JPMCB has no duty, responsibility, authority or discretion with respect to the selection of the Fund as an investment for the Plan or the management of any other assets of the Plan.
4. *Authorized Individuals.* Pursuant to the Authorized Signers List attached hereto as Exhibit B, Client certifies to JPMCB the names, titles and authorities of the individuals who are authorized to act on behalf of the Client with respect to this Agreement and the Plan’s participation in the Fund, and JPMCB shall be entitled to rely upon such information until it receives written notice of a change in such appointments or designations.
5. *Information and Statements.* JPMCB shall provide or make available to the Client or its agent monthly statements setting forth the Plan’s transactions in the Fund, number of units held and the net asset value

of the Plan's investment in the Fund. The Client agrees to review promptly all statements and information provided or made available and to promptly advise JPMCB if there are any issues or concerns regarding such statements or information.

6. *Class Selection.* Client understands that units of interest in the Funds ("Units") are issued in multiple Classes which bear different fee and expense obligations as described in the Declaration of Trust, Fund Summary and Exhibit C attached hereto, if applicable. The expenses borne by each Class of Units may include a Management Fee payable to JPMCB in its capacity as trustee of the Fund, a Service Fee payable to the Plan's record keeper or other designated service provider, and other operating expenses charged directly to the Fund. Such fees and expenses will be calculated and accrued daily in the Fund's net asset value per Unit. Client expressly acknowledges that the Fund fees have been disclosed to it, that it has determined that such fees are reasonable and consistent with the Plan's governing documents and applicable law, will be used only to pay proper plan expenses, and that it has selected the Funds and the Classes of Units noted in Exhibit A with full knowledge of such fees.
7. *Representations and Covenants.* Client, on behalf of itself as Named Fiduciary, the Plan and the trust maintained in connection with the Plan represents, warrants and covenants that:
 - a. Client is a fiduciary under ERISA and is responsible for evaluating the investment risks, including the investment program contemplated by this Agreement and Client exercised independent judgment in connection with the Client's decision to appoint JPMCB as "investment manager" as provided in Section 3 of this Agreement. JPMCB did not undertake to provide, and did not provide, impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Client's decision to appoint JPMCB as investment manager as set forth herein;
 - b. Client has full power and authority to appoint JPMCB and to enter into this Agreement with respect to and on behalf of the Plan, either (i) as the "named fiduciary" for the Plan (within the meaning of Section 402(c)(3) of ERISA), or as a duly authorized agent thereof, or (ii) in the case of a governmental plan, under the governing documents of the Plan or applicable statutes or regulations.
 - c. The Plan (including its related trust or other funding vehicle) is, and at all times that the Plan is invested in the Fund the Plan shall continue to be, (i) qualified under the provisions of Section 401(a) of the Internal Revenue Code of 1986, as amended ("IRC") and therefore exempt from taxation under the provisions of IRC Section 501(a) (a "Tax-Qualified Plan"), or (ii) a governmental plan within the meaning of IRC Section 414(d), which has been established by an employer for the exclusive benefit of its employees or their beneficiaries, or an eligible governmental plan trust or custodial account under IRC Section 457(b) that is exempt from taxation under IRC Section 457(g) (a "Qualified Governmental Investor"). Client has provided along with this Agreement (i) a copy of the Plan's favorable determination, opinion or advisory letter from the Internal Revenue Service (the "IRS") to that effect or an opinion of counsel acceptable to the Bank as to the Plan's Tax-Qualified Plan or Qualified Governmental Investor status, as applicable, or (ii) other evidence acceptable to JPMCB that demonstrates that the Plan meets the foregoing requirements to be either a Tax-Qualified Plan or Qualified Governmental Investor, as applicable and exempt from Federal income taxation;
 - d. If the Client is investing plan assets in the Fund through a master trust, group trust or similar funding vehicle containing the assets of two or more retirement plans, such master trust, group trust or similar funding vehicle does not contain assets of a plan qualified under the Puerto Rico Internal Revenue Code but not qualified under IRC Section 401(a), and Client shall not permit any Puerto Rico qualified plans that are not also qualified under IRC Section 401(a) to be invested in the Fund through the master trust, group trust or similar funding vehicle;
 - e. Without limiting the generality of the foregoing, in the event that the Plan is intended to be a Tax-Qualified Plan, Client further represents and covenants to JPMCB that (i) if no favorable determination letter has yet been issued with respect to the Plan, Client shall (A) timely submit the Plan for such a determination, and (B) make any and all of the changes that may be required by the

- IRS as a condition to the issuance of a favorable determination letter, (ii) Client shall (A) on an ongoing basis, timely make all such submissions to the IRS as may be necessary so that at all times the Plan will have a then-current favorable determination letter, and (B) with respect to each submission, make any and all of the changes that may be required by the IRS as a condition the issuance of the applicable favorable determination letter, and (iii) Client shall otherwise do all things necessary to maintain the Plan as tax-qualified under IRC Section 401(a) and its related trust as tax-exempt under IRC Section 501(a);
- f. Without limiting the remedies available in the event of a breach, and without limiting JPMCB's other rights hereunder and under the Fund's governing documents, JPMCB shall have the right to require the Plan to withdraw from the Fund in the event that any of the Client's representations, warranties and/or covenants are breached, or JPMCB otherwise determines that the Plan is unlikely to be, or continue to be a Tax-Qualified Plan or a Qualified Governmental Investor, as applicable;
 - g. The trust agreement or other governing documents for the Plan expressly permits the commingling of the Plan's assets for investment purposes in a common, collective, commingled or group trust fund and incorporates the Fund's Declaration of Trust by general or specific reference thereto. The Plan's participation in the Fund does not, and the performance of the terms of this Agreement will not, contravene any provision of existing law or regulations applicable to the Plan, or of the organizational or governing documents of the Plan and its related trust;
 - h. The Plan does not cover self-employed individuals as defined in IRC Section 401(c);
 - i. The Asset Certification attached hereto as Exhibit D is true and correct and Client (or Plan's administrator, record keeper or other authorized representative) will immediately advise JPMCB in writing of any change in status affecting such certification;
 - j. The Certification Form attached hereto as Exhibit A is true and correct and if at any time during which the Plan is invested in the Fund, any of the information set forth in the Certification Form become, or is reasonably expected to become, untrue or inaccurate with respect to Client (including, for the avoidance of doubt, information regarding each constituent Plan of an eligible trust or pooled investment vehicle invested in the Fund), Client shall inform JPMCB immediately and provide the correct information. Client further agrees to provide promptly any additional information that JPMCB may reasonably request or require.
 - k. Client acknowledges receipt of the J.P. Morgan Asset Management ERISA Section 408(b)(2) Disclosure Statement; and
 - l. Client will immediately advise JPMCB in writing if any of the foregoing representations shall no longer be true.
8. *Withdrawal and Trading Restrictions.* Client understands and acknowledges that transactions in Fund units, including requests for purchase, redemption or exchange of Fund units, are subject to the terms, conditions and restrictions described in the Declaration of Trust, including Section 3.4 and Schedule 1. Client further understands and acknowledges that the Fund does not authorize or permit certain trading practices such as market timing or frequent trading by the Plan (or, if applicable, any participants in the Plan) that could be harmful to the Fund and its investors. Client has been provided JPMCB's policy pertaining to excessive trading in commingled pension trust funds ("Excessive Trading Policy"). Client acknowledges and agrees that the Fund may require the Plan and its administrator, record keeper or other financial intermediary to implement procedures reasonably designed to comply with the withdrawal and trading restrictions set forth in the Declaration of Trust and the Excessive Trading Policy. Client agrees to provide or cause to be provided to JPMCB or the Fund, upon written request, Plan level and individual participant level transaction activity in the Fund, and Client further agrees that the Plan and its record keeper or other applicable party shall comply with such written instructions provided by JPMCB or the Fund that restrict or prohibit further transactions in the Fund that violate the Fund's Excessive Trading Policy.

9. *PTE Disclosures and Consent.* The Fund, and if applicable, other JPMCB commingled pension trust funds in which the Fund invests, may engage in certain transactions in reliance upon and subject to the conditions of the following prohibited transaction exemptions issued by the Department of Labor:
 - a. *Securities Lending.* Client has received and reviewed the disclosure entitled “Securities Lending in JPMCB Commingled Funds” pertaining to the securities lending program maintained by JPMCB for commingled pension trust funds. Client acknowledges that it has been advised that JPMCB has a financial interest in the successful operation of EquiLend and that JPMCB will make available a copy of PTE 2013-05 upon Client’s request. Client consents to the Fund’s participation in the securities lending program, or, as applicable, investment in other commingled pension trust funds maintained by JPMCB that participate in the securities lending program. The Client consents to the appointment of JPMCB as the securities lending agent for the program and the use of EquiLend as described in the Securities Lending Disclosure and PTE 2013-05. The Client acknowledges that JPMCB, as the securities lending agent for commingled pension trust funds, may enter into repurchase transactions in which repurchase agreement counterparties use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. JPMCB earns fees from these third-party banks and broker-dealers for the provision of such services. This fee is separate from and in addition to the fees that JPMCB earns as trustee and custodian of the commingled pension trust fund. Client consents to the receipt by JPMCB of fees from third parties who use JPMCB as tri-party collateral agent and/or custodian for repurchase transactions. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures.
 - b. *Purchase of Securities.* Client has reviewed a copy of the proposed and final exemption issued as PTE 2003-24 pertaining to the purchase of securities by JPMCB or other asset management affiliates of JPMCB, from nonaffiliated persons, of certain securities during the existence of an underwriting or selling syndicate when an affiliate of JPMCB is a manager or member of the underwriting syndicate or where an affiliate serves as trustee of a trust that issued the securities or as indenture trustee of debt securities. Client acknowledges that it has received from JPMCB a copy of the proposed and final exemption, and any other reasonably available information requested by Client regarding transactions that may be executed by JPMCB under PTE 2003-24. Client hereby authorizes JPMCB to purchase securities on behalf of the Fund (or any commingled pension trust fund in which the Fund may invest) in accordance with PTE 2003-24. The foregoing authorization by the Client may be terminated by withdrawing from the Fund in accordance with normal redemption procedures. Client represents that it is unrelated to and independent of JPMCB and its affiliates and that neither it, nor any individual responsible for the decision to appoint JPMCB pursuant to this Agreement, to participate in the Fund or to terminate the authorization of JPMCB to purchase securities in accordance with the exemption, is an officer, director or employee of JPMCB or any of its affiliates and agrees to notify JPMCB if the foregoing facts change.
 - c. *JPMorgan Chase & Co. Stock.* The Fund may directly, or indirectly through its investment in the Commingled Pension Trust Fund (Equity Index) of JPMorgan Chase Bank, N.A. (the “JPMCB Equity Index Fund”), follow an investment strategy that invests primarily in the S&P 500 Index and futures and options that track the S&P 500 Index. In order to track the S&P 500 Index, the Fund will directly, or indirectly through its investment in the JPMCB Equity Index Fund, invest in the common stock of JPMorgan Chase & Co in accordance with the terms and conditions of Prohibited Transaction Exemption 2008-13 (a copy of which will be made available to Client upon Client’s request). Client consents to the acquisition, holding and disposition of the common stock of JPMorgan Chase & Co. by the Fund and the JPMCB Equity Index Fund in which any Fund is invested.
 - d. *Brokerage and Execution Services.* This paragraph summarizes JPMCB’s brokerage placement practices, including the potential use of affiliated broker-dealers pursuant to PTE 86-128. JPMCB will use the execution services of such broker-dealers as it may select from time to time, which will be entitled to compensation for their services, to effect transactions for the purchase and/or sale of securities and other investments by the Fund. In connection with transactions effected for the Fund,

JPMCB may establish and trade in accounts in its own name or in the name of the Fund with members of national or regional securities exchanges and the Financial Industry Regulatory Authority, including “omnibus” accounts established for the purpose of combining orders for more than one client. Subject to the requirements of Section 408(b)(16) of ERISA or other applicable law, JPMCB may also execute transactions for the Fund through an electronic communication network, alternative trading system, or similar execution system or trading venue (collectively, “Trading Platforms”), including Trading Platforms in which JPMCB and/or its affiliates may hold an interest. In selecting brokers through which transactions for the Fund will be executed, JPMCB’s primary consideration will be the broker’s ability to provide best execution of trades. In making a decision about best execution (and subject to section 28(e) of the Securities Exchange Act of 1934), JPMCB may consider a number of factors including, but not limited to, trade price and commission and quality of research services the broker may provide. The commission rates paid to any broker for execution of transactions will be determined through negotiations with the broker, taking into account industry norms for the size and type of transaction, and the nature of brokerage and research services provided. Such research services may include, but not be limited to, analysis and reports concerning economic factors and trends, industries, specific securities, and portfolio strategies. Research services furnished by brokers will generally be used in connection with all JPMCB client accounts, although not all such services may be used with any particular account that paid commissions to the brokers providing such services. Subject to JPMCB’s compliance with PTE 86-128, Client hereby authorizes JPMCB to effect transactions for the purchase and/or sale of securities and other investments through any of JPMCB’s affiliated broker-dealers (“Affiliated Broker-Dealers”) and the Affiliated Broker-Dealers may retain commissions in connection with effecting such agency transactions for the Fund. The Client understands that other broker-dealers may be willing to effect transactions at lower commission rates than those charged by Affiliated Broker-Dealers. When executing trades through Affiliated Broker-Dealers, JPMCB shall seek to obtain the most favorable terms for transactions that are reasonably available under the circumstances. The Client may obtain any reasonably available information regarding JPMCB’s brokerage placement practices upon request at any time. The Client understands that it may terminate its authorization for JPMCB to effect securities transactions through Affiliated Broker-Dealers on behalf of the Plan by withdrawing from the Fund in accordance with normal redemption procedures.

10. *Indemnity.* Client agrees to indemnify and hold harmless JPMCB, its affiliates, and the Fund from any and all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB’s reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client or by the Plan’s administrator, record keeper or other authorized representative, or (iii) failure of either the Client or its custodian to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.
11. *Liability.* JPMCB does not guarantee the future performance of the Fund or any specific level of performance, the success of any investment decision or strategy that JPMCB may use, or the success of JPMCB’s overall management of the Fund. JPMCB and its affiliates and their directors, officers and employees shall not be liable for any expenses, losses, damages, liabilities, charges and claims of any kind or nature whatsoever (“Losses”) arising from any depreciation in the value of the Fund or resulting from JPMCB’s actions in regard to the Fund, except to the extent such Losses are judicially determined to be proximately caused by JPMCB’s negligence, willful misconduct or breach of its fiduciary responsibility under ERISA. JPMCB and its affiliates and their directors, officers and employees shall have no responsibility or liability on account of the management of any assets of the Plan outside of the Fund or the administration of the Plan. Neither JPMCB, its affiliates and their directors, officers and employees, nor the Fund shall have any responsibility or liability for rejecting requests for admission to or withdrawal from the Fund that fail to comply with the terms, conditions and restrictions set forth in the Declaration of Trust. Except as otherwise required by ERISA, under no circumstances shall JPMCB and its affiliates or their directors, officers or employees be liable for any special, consequential or indirect damages.
12. *Client Lists.* Unless Client has checked the box below, Client hereby grants JPMCB and its affiliates the

right to: (a) use the name, trademark, logo or other identifying marks of the Plan or the sponsor of the Plan in any publicity activities or materials, including lists of representative clients, and (b) identify the investment style managed by JPMCB for the Plan in such publicity activities.

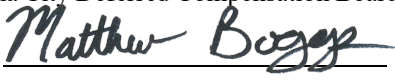
☒ Client does not grant JPMCB or its affiliates the rights described in (a) and (b) above.

13. *Applicable Law.* All questions arising hereunder shall be determined according to the laws of the State of New York (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan's investment in the Fund. To the maximum extent permitted under applicable law, the Client hereby irrevocably waives any immunity to which it might otherwise be entitled in any arbitration, action at law, suit in equity or any other proceedings arising out of or based on this Agreement or any transaction in connection herewith.
14. *Customer Identification Program.* Client and its owners and controllers (i) have not violated and shall not violate any sanctions laws or regulations promulgated, administered or enforced by the United States and the Office of Foreign Assets Control, the United Nations, the European Union, or other applicable sanctions authority ("**Sanctions**"); (ii) are not, and shall not become, the target of Sanctions; and (iii) has not contributed, and shall not contribute, funds into the Plan for investment in the Fund which have been or will be derived, directly or indirectly, from any activity that contravenes any United States federal or any state or international laws and regulations, including Sanctions, anti-money laundering, or anti-corruption laws and regulations. Client shall promptly notify JPMCB in writing if it has, or has reason to believe it has, violated Sanctions, money laundering or anti-corruption laws and regulations in connection with the performance of this Agreement. To help fight the funding of terrorism and money laundering activities, JPMCB has adopted a Customer Identification Program ("**CIP**"), pursuant to which JPMCB is required to obtain, verify and maintain records of certain customer information relating to its clients. Client and its authorized persons agree to provide all accurate and complete documents or information reasonably requested by JPMCB in order for JPMCB to comply with all applicable anti money laundering laws, statutes, rules, regulations, policies and consent orders ("**AML Laws**"). JPMCB may disclose information about the Client, its owners and controllers, the Plan or any authorized person of Client and the Plan to any governmental, supervisory or regulatory body with authority over JPMCB, or to its affiliates or third parties, in each case to the extent such disclosure is required to comply with any AML Laws..
15. *Additional Terms and Conditions.* Client and JPMCB agree to the Additional Terms and Conditions, if any, set forth in Exhibit E attached hereto.
16. *Waiver, Amendment or Modification.* Any waiver, amendment or modification of any provision of this Agreement shall not be effective unless made in writing and signed by the party against whom enforcement of such waiver, amendment or modification is sought.
17. *Foreign Tax Reclaims.* The Fund may receive dividends and interest from issuers that are domiciled in foreign countries, some of which subject the Fund to withholding or other taxes even though the U.S. has a tax treaty with the foreign country that provides for a reduced withholding rate for U.S. residents. As a result of foreign tax laws and regulatory requirements, foreign tax authorities may require the Fund to file tax reclaim forms in order to receive the benefit of a reduced withholding rate; and may require the Fund to provide additional documentation to confirm the identity or residency of, or provide other relevant information for the Participating Trusts in the Fund. As a result, the Client agrees to provide additional information or complete forms requested by foreign tax authorities in order for the Fund to file for such tax reclaim.
18. *QPAM Notice.* Client understands that Client can refer to www.jpmorgan.com/QPAM for important documents related to the final exemptive relief that allows JPMCB to act as a "qualified professional asset manager" under PTE 84-14, as amended, including (i) the individual prohibited transaction exemption proposed by the Department of Labor ("**DOL**") on October 20, 2022; (ii) the final individual


prohibited transaction exemption granted by the DOL on January 10, 2023; (iii) a summary of facts regarding the conviction that resulted in a failure to meet a condition in PTE 84-14, which necessitated the individual exemption; and (iv) certain of JPMCB's obligations in connection with the final individual exemption. Upon Client's request, a paper copy of these documents will be provided to Client at no cost. Client can also obtain an electronic copy by sending an email to its client service representative. Client also has a right to obtain a copy of "Summary Policies" document that summarizes key components of JPMCB's written policies developed in connection with this exemption.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives on the date indicated under each party's signature. The date of the last party to sign shall be deemed the date of this Agreement.

Oklahoma City Deferred Compensation Board

By: 
 Name: Matthew Boggs
 Title: Chair
 Date: December 12, 2024

JPMorgan Chase Bank, N.A.

By: 
 Name: Rene Madden
 Title: Executive Director
 Date: Dec 17, 2024 | 5:22 PM EST

CLIENT & TRUSTEE: THE CITY OF OKLAHOMA CITY

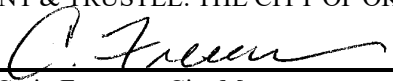
By: 
 Craig Freeman, City Manager on
 behalf of the City of Oklahoma
 City
 Date: December 12, 2024

EXHIBIT A**ACCOUNT INFORMATION & ERISA DISCLOSURES CERTIFICATION FORM**

Plan Name:	Money Purchase Plan and Trust, Closed Plan
Plan Three-Digit Number:	N/A
Plan Sponsor:	The City of Oklahoma City (Plan Sponsor); City of Oklahoma City Deferred Compensation Board (Investment Board)
Plan Sponsor EIN:	_____ (City of Oklahoma City Closed Plan Trust)
Address for Plan Contact:	420 W. Main Street, Suite 343, Oklahoma City, OK 73102
Phone for Plan Contact:	(405) 297-2408
Name of Trust:	City of Oklahoma City Closed Plan Trust
Name of Trustee:	The City of Oklahoma City
Fiscal Year End of Trust/Plan:	December 31
Plan Type: A. <input checked="" type="checkbox"/> §401(a) Qualified Plan: (<i>specify type</i>) B. <input checked="" type="checkbox"/> §414(d) Governmental Plan <input type="checkbox"/> Defined Benefit <input type="checkbox"/> 401(k) / Profit Sharing C. <input type="checkbox"/> §457(b) Plan <input checked="" type="checkbox"/> Money Purchase	

NOTE: In addition to completing this Certification Form, the Plan must attach a copy of its most recent IRS determination or opinion letter stating the Plan is qualified under IRC section 401(a) and its trust is tax-exempt under IRC section 501(a). A governmental plan that does not have an IRS letter or ruling may in the alternative provide a copy of the applicable statutes or other governing documents regarding the Plan's status.

* * *

Fund(s) selected for inclusion in the Plan:

☒ Commingled Pension Trust Fund (**Core Bond**) of JPMorgan Chase Bank, N.A.

For the above Funds, Client elects that the Plan shall be invested in the following Class of Units (subject to availability as disclosed in the Declaration of Trust): (Approximately, \$1.2 million)

- ☒ CF Class
☐ CF10 Class
☐ CF20 Class
☐ Investment Class (*Note: Investment Class requires prior written approval of JPMCB and execution of a separate fee schedule*)

1. LIST OF RELATED PLANS. Client lists below (or on an attached page) the name and identifying information of each plan that is an investor in the Fund and that is maintained by the same employer or union or other employee organization (collectively the “Employer”). Each such Plan is referred to individually as a “**Plan**” and collectively as the “**Related Plans**”.

Plan Name	Employer	Employer EIN (if applicable)
Money Purchase Plan and Trust, Open Plan; City of Oklahoma City Open Plan Trust	The City of Oklahoma City	Trust EIN:
Oklahoma City 457 Deferred Compensation Plan; OKC 457 Trust	The City of Oklahoma City	Trust EIN:

2. EMPLOYERS AND CERTAIN AFFILIATES; MULTIEMPLOYER PLAN INFORMATION.

(a)(i) Financial Institutions

Please indicate if any Employer, Subsidiary or 10% Owner (as defined below) is a bank, broker-dealer, insurance company, trust company or similar financial institution (a “**Financial Institution**”).

☒ No
☐ Yes. If yes, please list below or on an attached page the name and the Legal Entity Identifier (“LEI”) of each Employer, Subsidiary or 10% Owner that is a Financial Institution.

Name and LEI:

(b) Information Regarding Multiemployer Plans

(i) Is any Plan or Related Plan invested in a Fund a Multiemployer Plan?

☒ No (skip to Question 3)
☐ Yes.

(ii) If (i) is checked “Yes”, please indicate if any employer’s contributions to the Multiemployer Plan are greater than or equal to 5% of all contributions required to be paid to the Multiemployer Plan for that year either for (1) the two immediately preceding plan years or (2) the first two of the three immediately preceding plan years.

☐ No (skip to Question 3)
☐ Yes.

(iii) If (ii) is checked yes, please list below, the name and LEI of each such contributing employer. JPMorgan will contact you if additional information is needed regarding contributing employers that are Issuers (as defined below) or Financial Institutions.

Name and LEI:

(iv) if (ii) is checked yes, please indicate if such contributing employer is an issuer of securities (stock, bonds, debentures, notes or other indebtedness) that is publicly traded or privately offered but open to third-parties investors (an “**Issuer**”).

☐ No
☐ Yes. If yes, please list below or on an attached page the name of Issuer and information identifying such securities.

Name of Issuer	Exchange and Trading Symbol (for Stock); or CUSIP (for debt securities); or other identifying information (for privately held securities)

Definitions
For purposes of this item 2:

“**10% Owner**” means any 10% or more owner of any Employer, Parent or Subsidiary.
“**Multiemployer Plan**” means a single plan which is maintained pursuant to one or more collective bargaining agreements between one or more unions and two or more unrelated Employers or two or more unrelated employers.
“**Parent**” means a 50% or more owner of any Employer.
“**Related Plan**” means a plan maintained by the same employer or union or other employee organization (collectively the “Employer”). Each such Plan is referred to individually as a “Plan” and collectively as the “Related Plans”.
“**Subsidiary**” means any entity 50% or more owned by any Employer or Parent.

3. LIST OF FIDUCIARIES.

(a) Was the decision to invest in the Fund (or remain invested in the Fund) made or agreed to by an internal Investment Committee, Board of Trustees or other officer of the Employer?

☐ No
☒ Yes. If Yes, please indicate if the officer or any member of the Investment Committee or Board of Trustees is a director or executive officer of a Financial Institution:
No

(b) Was the decision to invest in the Fund (or remain invested in the Fund) made, recommended or agreed to by an external investment manager, consultant or other fiduciary of the Plan (other than JPMorgan or an affiliate) (an “Investing Fiduciary”)?

☐ No
☒ Yes. If Yes, please list below the name of the investment manager, consultant or other Investing Fiduciary, and complete Question 3(c) below.

Name and LEI: Asset Consulting Group

(c) With respect to the Investing Fiduciary identified in Question 3(b):

(i) Please indicate if the Investing Fiduciary has the ability to appoint or terminate JPMorgan, or negotiate the terms of the Agreement (including renewals, modifications or amendments to such Agreement).

☒ No
☐ Yes

JPMorgan will contact you if additional information is needed to comply with ERISA.

Definitions

For purposes of this item 3:

“**Affiliate**” means (1) any person (including any entity) directly or indirectly through one or more intermediaries controlling, controlled by, or under common control with the person; and (2) any corporation, partnership trust or unincorporated enterprise of which such person is an officer, director, partner or employee (but only if the employer of such employee is the plan sponsor).

4. EMPLOYER DEBT SECURITIES. Client is responsible for monitoring compliance by the Plan (including each constituent Plan of a Client that is a private investment fund or similar entity) with that portion of Section I(a)(3) of PTE 91-38, which prohibits any of Client’s plans from owning more than 25% of the outstanding issue of a debt security issued by an employer. In connection with such monitoring obligation, JPMCB will make reasonable best efforts to provide Client with access to information regarding the underlying holdings of the Fund or additional information regarding the Client’s interest in the Fund, as may be requested by the Client.

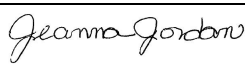


EXHIBIT B**AUTHORIZED SIGNERS LIST****Client Name:** The City of Oklahoma City

Money Purchase Plan, Closed Plan; City of Oklahoma City Closed Plan Trust

<u>Account Name(s):</u>	<u>Account Number(s):</u>
The City of Oklahoma City (Money Purchase Plan and Trust, Closed Plan)	383180

The below named persons are duly authorized to provide instructions for cash flows and other business related activities for the above referenced Account(s).

PLEASE NOTE: A minimum of two authorized persons is required on the below List.

<u>Name:</u>	<u>Title:</u>	<u>Signature:</u>	<u>Phone Number*:</u>
Jeanna Jordan	Retirement System Manager		(405) 297-2408
Brett Logan	Assistant Municipal Counselor		(405) 297-2062
Matt Boggs	Chair, OKC Deferred Comp. Bd.		(405) 297-2348

I certify that the signatures shown above are the legal signatures of those persons who are authorized to sign and provide instructions on behalf of the above referenced Account(s).



Signature of Authorized Person**

December 12, 2024

Date

Matthew Boggs

Name

Chair of the OKC Deferred Compensation Board

Title

*Phone number is required to authenticate certain wire and cash flow instructions

**Certification of Signature must be provided by a Secretary or other duly authorized officer

EXHIBIT C

FEE SCHEDULE

As noted in Exhibit A, the Client has selected the Commingled Pension Trust Fund (Core Bond) of JPMorgan Chase Bank, N.A. (the "Fund") and the CF Class of Units in the Fund. Client understands that the Management Fee payable to JPMCB in its capacity as trustee of the Fund is disclosed in the Fund's Declaration of Trust and Fund Summary.

EXHIBIT D

ASSET CERTIFICATION

Please mark one item below.

Client understands that this certification shall be deemed to be a continuing certification until such time as Client shall notify JPMCB of any change.

☒ the Plan owns and invests on a discretionary basis securities less than \$50 million

☐ the Plan owns and invests on a discretionary basis securities equal to or greater than \$50 million, but less than \$100 million

☐ the Plan owns and invests on a discretionary basis securities equal to or greater than \$100 million

In determining the aggregate amount of eligible “securities” owned and invested on a discretionary basis, the following instruments and interests shall be excluded: securities issued by affiliates of the entity, bank deposit notes and certificates of deposits, loan participations; repurchase agreements; securities owned but subject to a repurchase agreement; and currency, interest rate and commodity swaps.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

The parties agree that the terms of this Agreement are revised as set forth in this Exhibit E. No terms of this Agreement are changed in any way except as expressly stated in Exhibit E. Notwithstanding any other provision hereof, in the event of any inconsistency between the Declaration of trust and this Exhibit E, the Declaration of Trust shall control, and in the event of any inconsistency between this Exhibit E and the remaining terms of this Agreement, this Exhibit E shall control.

1. Section 7(a) of the Agreement is deleted in its entirety and replaced with the following:

“a. Client is a fiduciary and is responsible for evaluating the investment risks, including the investment program contemplated by this Agreement and Client exercised independent judgment in connection with the Client’s decision to appoint JPMCB as “investment manager” as provided in Section 3 of this Agreement. JPMCB did not undertake to provide, and did not provide, impartial investment advice, or to give advice in a fiduciary capacity, in connection with the Client’s decision to appoint JPMCB as investment manager as set forth herein;”

2. Section 10 of the Agreement is deleted in its entirety and replaced with the following:

“10. *Indemnity.* To the extent permitted by law Client agrees to indemnify and hold harmless JPMCB, its affiliates, and the Fund from any and all claims, losses, or liabilities which arise out of (i) any misrepresentation by the Client contained in this Agreement, (ii) JPMCB’s reasonable reliance on any direction, instruction or other notice given to JPMCB on behalf of the Plan by Client or by the Plan’s administrator, record keeper or other authorized representative, or (iii) failure of either the Client or its custodian to credit cash to the Fund for purposes of funding contributions on such date established by JPMCB pursuant to the terms of the Declaration of Trust.”

3. Section 13 of the Agreement is deleted in its entirety and replaced with the following:

“13. *Applicable Law.* All questions arising hereunder shall be determined according to the laws of the State of Oklahoma (without regard to its conflict of laws provisions) and the provisions hereof shall be binding upon the successors and assigns of the parties. The Client hereby waives trial by jury in any judicial proceeding involving any dispute, controversy or claim arising out of or relating to this Agreement or the Plan’s investment in the Fund. To the maximum extent permitted under applicable law, the Client hereby irrevocably waives any immunity to which it might otherwise be entitled in any arbitration, action at law, suit in equity or any other proceedings arising out of or based on this Agreement or any transaction in connection herewith.”

APPENDICES

Declaration of Trust (including the 2023 Global Amendment to the Declarations of Trust)

Fund Summary

PTE 2003-24 (Proposed)

PTE 2003-24 (Final)

PTE 86-128

ERISA Section 408(b)(2) Disclosure Statement

Excessive Trading Policy

Conflicts of Interest Disclosure

Valuation Policy Disclosure

Securities Lending in JPMCB Commingled Funds