

STATE OF GEORGIA  
COUNTY OF HALL

**A RESOLUTION TO ADOPT, RESTATE, AND AMEND CERTAIN**  
**HALL COUNTY RETIREMENT BENEFITS**

**WHEREAS**, The Board of Commissioners has a fiduciary duty to periodically review and revise its Ordinances, Rules and Regulations regarding retirement benefits; and

**WHEREAS**, such reviews are necessary in order to maintain compliance with updated federal requirements regarding retirement benefits; and

**WHEREAS**, after a thorough review of federal regulations, the Board of Commissioners deems it necessary to modify certain provisions regarding Hall County's retirement benefits; and

**WHEREAS**, the revisions set forth in this Resolution are in compliance with County's existing policies regarding benefits to County employees;

**NOW, THEREFORE**, the Board of Commissioners does hereby adopt, restate, and amend certain Hall County retirement benefits as follows.

1.

The Hall County 401(a) Money Purchase Plan is hereby readopted, amended and restated as set forth in Exhibit "A" which is attached hereto and by this reference made a part hereof.

2.

The Hall County 457 Deferred Compensation Plan is hereby readopted and restated as set forth in Exhibit "B" which is attached hereto and by this reference made a part hereof.

3.

Hall county supplemental retirement benefits shall be paid to retired Hall County Superior Court Judges who have taken Senior Status prior to retirement as set forth in Exhibit "C" which is attached hereto and by this reference made a part hereof.

4.

Any and all provisions of Hall County's retirement benefits which are inconsistent with this Resolution are hereby repealed.

5.

The provisions of this Resolution shall become effective immediately upon adoption.

**SO RESOLVED**, this the \_\_\_\_\_ day of July, 2021.

**HALL COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Richard Higgins, Chairman

ATTEST:

\_\_\_\_\_  
Lisa A. Ritchie, County Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Van Stephens, County Attorney

**EXHIBIT A**

**HALL COUNTY MONEY PURCHASE PLAN**

# HALL COUNTY MONEY PURCHASE PLAN

## TABLE OF CONTENTS

EMPLOYER INFORMATION .....	1
PLAN INFORMATION .....	1
SECTION A. GENERAL INFORMATION .....	1
Plan Name/Effective Date .....	1
Plan Features.....	2
Compensation .....	2
Definitions .....	4
SECTION B. ELIGIBILITY .....	4
Exclusions.....	4
Eligibility Service Rules .....	5
Eligibility for All Contribution Types .....	5
Transfers/Rehires.....	6
SECTION C. CONTRIBUTIONS.....	7
Voluntary Contributions .....	7
Pension - Service .....	7
Pension Contributions - Formula.....	8
Other Contributions .....	10
SECTION D. VESTING.....	11
Vesting Schedules.....	11
Vesting Service Rules.....	12
SECTION E. DISTRIBUTIONS .....	13
SECTION F. IN-SERVICE WITHDRAWALS .....	15
In-Service Withdrawals .....	15
Other Withdrawals.....	15
SECTION G. PLAN OPERATIONS .....	15
SECTION H. MISCELLANEOUS .....	16
SECTION I. EXECUTION PAGE.....	18
EFFECTIVE DATE ADDENDUM .....	19
CUSTOM LANGUAGE ADDENDUM .....	20
SECURE/CARES/CAA ADDENDUM .....	21

**ADOPTION AGREEMENT #002**  
**GOVERNMENTAL MONEY PURCHASE NON-STANDARDIZED PLAN**

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as a tax-exempt plan under Code section 401(a). 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 #02, and any 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): Hall County
2. Address: 2875 Browns Bridge Road
3. City: Gainesville
4. State: GA
5. Zip: 30504
6. Phone number: 770.531.2450
7. Fax number: \_\_\_\_\_
8. Plan Sponsor EIN: 58-6000836
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: GA

**PLAN INFORMATION**

**SECTION A. GENERAL INFORMATION**

**Plan Name/Effective Date**

1. Plan Number: 002
2. Plan name:
  - a. Hall County Money Purchase Plan
  - b. \_\_\_\_\_

*NOTE: A.1 is optional.*

**3. Effective Date**

- a. Original effective date of Plan: 07/01/1998
- b. [  ] This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 01/01/2021

*NOTE: The dates specified above in A.3a or A.3b may not be earlier than the first day of the Plan Year during which the Plan is adopted or amended and restated by the Plan Sponsor.*

**4. Plan Year**

- a. Plan Year means each consecutive 12-month period ending on 12/31 (e.g. December 31)
- b.  The Plan has a Short Plan Year. The Short Plan Year begins \_\_\_\_\_ and ends \_\_\_\_\_
- i. In the event of a Short Plan Year, service conditions will be pro-rated based on months for the following purposes:
- None
- All purposes (i.e., eligibility, allocation conditions, and vesting)
- Other: \_\_\_\_\_

*NOTE: The provisions of A.4b apply only in the event of an initial Plan Year. A Short Plan Year for reasons other than the initial Plan Year requires a Plan amendment.*

**5. Limitation Year means:**

- a.  Plan Year
- b.  calendar year
- c.  Other: \_\_\_\_\_

*NOTE: If "Other" is selected, the Limitation Year must be a consecutive 12-month period.*

**6. Frozen Plan**

- a.  The Plan is frozen as to eligibility effective: \_\_\_\_\_
- b.  The Plan is frozen as to benefit accruals effective: \_\_\_\_\_

**Plan Features**

**7. Employee Contributions (Section 4.01)**

- a. Mandatory Employee Contributions (pick-up contributions) are permitted under the Plan:
- i.  Yes, \_\_\_\_\_% of Plan 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 under the Plan:
- i.  Yes
- ii.  No
- iii.  Formerly Allowed
- c. Mandatory After-Tax Employee Contributions are permitted under the Plan:
- i.  Yes, \_\_\_\_\_% of Plan 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. Statutory Compensation**

- a. Definition of Statutory Compensation (as defined in Article 2 of the Basic Plan Document):
- i.  Section 415 Compensation
- ii.  W-2 Compensation
- iii.  Withholding Compensation

- iv.  Section 415 Safe Harbor Option
- b.  Include deemed Code section 125 compensation in definition of Statutory Compensation.
- c.  Include Post Severance Compensation in definition of Statutory Compensation.
- d.  Include Post Year End Compensation in definition of Statutory Compensation.

**9. Plan Compensation**

- a. Definition of Plan Compensation (as defined in Article 2 of the Basic Plan Document) for purposes of allocations will be Statutory Compensation with the following exclusions:

	<b>Mandatory/Voluntary/Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
i. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>
ii. Pay earned before participation	<input type="checkbox"/>	<input checked="" type="checkbox"/>
iii. Amounts which are contributed by the Employer pursuant to a salary reduction agreement and not includible in the gross income of the Participant under Code sections 125, 402(e)(3), 402(h), 403(b), 132(f) or 457	<input type="checkbox"/>	<input type="checkbox"/>
iv. All of the following benefits (even if includable in gross income): reimbursements or other expense allowances, fringe benefits (cash and noncash), moving expenses, deferred compensation, and welfare benefits (Treas. Reg. section 1.414(s)-1(c)(3))	<input type="checkbox"/>	<input type="checkbox"/>
v. Differential military pay as defined in Code section 3401(h)(2)	<input type="checkbox"/>	<input type="checkbox"/>
vi. Final Paycheck Pay	<input type="checkbox"/>	<input type="checkbox"/>
vii. Post Severance Compensation	<input type="checkbox"/>	<input type="checkbox"/>
viii. Post Year End Compensation	<input type="checkbox"/>	<input type="checkbox"/>
ix. Other adjustments (e.g., commissions, bonuses, etc.):	<input type="checkbox"/>	<input type="checkbox"/>

**NOTE:** If any exclusions are selected which do not meet the safe harbor exclusions as described under Section 414(s) Compensation, the definition of Plan Compensation will cause the Plan to fail to qualify for any contribution safe harbors, such as the permitted disparity allocation or safe harbor contributions.

**NOTE:** If "Other adjustments" is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

**NOTE:** See Section 4.01(c) for rules regarding elections for bonuses or other special pay.

- b. Plan 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)



**Definitions****10. Disability**

## Definition of Disability

- a.  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.
- 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 "Other" is selected, the definition provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

**11. Choice of Law/State Law**

a. Name of state or commonwealth for choice of law (Section 12.05): Georgia

b. Enter any state law provisions that apply to the Plan: \_\_\_\_\_

*NOTE: Only state law and regulations may be entered in A.11b. The Plan may not violate applicable state law.*

**SECTION B. ELIGIBILITY****Exclusions****1. The term "Eligible Employee" shall not include (Check items as appropriate):**

	<b>Mandatory/Voluntary/ Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
a. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>
b. Union Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
c. Leased Employees	<input type="checkbox"/>	<input checked="" type="checkbox"/>
d. Non-Resident Alien	<input type="checkbox"/>	<input checked="" type="checkbox"/>
e. Other Employees (Section 3.06(a)): <b><u>Any employee, if Hall County makes a contribution on their behalf to any other Retirement Plan.</u></b>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

*NOTE: If "Other Employees" is selected, the definition provided must be objectively determinable and may not name a specific individual or be specified in a manner that is subject to Employer 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: 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 Employer discretion.*

**Eligibility for All Contribution Types**

**5. Age Requirement for Plan Participation**

	<b>Mandatory/Voluntary/Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
a. Age Requirement	n/a	None

**6. Service Requirement for Plan Participation**

	<b>Mandatory/Voluntary/Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
a. No Minimum Service	<input type="checkbox"/>	<input type="checkbox"/>
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
c. Completion of _____ Hours of Service (not to exceed 1,000) in a _____ month period (not to exceed 12; hours of service failsafe applies)	<input type="checkbox"/>	<input type="checkbox"/>
d. Completion of _____ Hours of Service (not to exceed 1,000) within a 12-month period. The service requirement shall be deemed met at the time the specified number of Hours of Service are completed	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of <u>1</u> month(s) of service - Elapsed Time	<input type="checkbox"/>	<input checked="" type="checkbox"/>
f. Completion of _____ day(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>
g. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>
h. Additional Requirements: _____	<input type="checkbox"/>	<input type="checkbox"/>

*NOTE: If "Other" is selected, the service requirements provided must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

*NOTE: Any "Additional Requirements" provided must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## 7. Entry Dates

	<b>Mandatory/Voluntary/Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
a. Immediate	[ ]	[ ]
b. First day of each payroll period	[ ]	[ ]
c. First day of the calendar month	[ ]	[ X ]
d. First day of each Plan quarter	[ ]	[ ]
e. First day of the first month and seventh month of the Plan Year	[ ]	[ ]
f. First day of the Plan Year	[ ]	[ ]
g. Other:	[ ]	[ ]

*NOTE: If B.7g is selected, the other entry date must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

## 8. Entry Timing for Plan Participation

An Eligible Employee shall become a Participant on the entry date that is:

	<b>Mandatory/Voluntary/Mandatory After-Tax Contributions</b>	<b>Pension Contributions</b>
a. Coincident with or next following the date the eligibility requirements are met	[ ]	[ X ]
b. Next following the date the eligibility requirements are met	[ ]	[ ]
c. Coincident with or immediately preceding the date the eligibility requirements are met	n/a	[ ]
d. Immediately preceding the date the eligibility requirements are met	n/a	[ ]
e. Nearest to the date the eligibility requirements are met	n/a	[ ]

*NOTE: If B.7a. 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 eligibility requirements.*

## Transfers/Rehires

### 9. 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 3.05):

- 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.7 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 Plan 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 Employer discretion.*

### **Pension - Service**

*NOTE: An Eligible Employee who has met the requirements of B.5 through B.7 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 \_\_\_\_\_
- 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.  A Participant whose employment terminates on the last day of the Plan Year is treated as being employed by the Employer on the last day of the Plan Year.
- b. Modify Hour of Service requirement 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
  - iv.  attainment of Early Retirement Age
- c. 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
- d.  The following other modifications shall be made to the requirements specified in C.2-3c: \_\_\_\_\_  
*NOTE: Other modifications must be specified in a manner that is objectively determinable and may not be specified in a manner that is subject to Employer discretion.*

### 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.5 through B.7 and C.2 through C.3 as follows (Section 4.03):
  - a.  Pro rata. In the amount of 2% to be allocated in the ratio that each Participant's Plan Compensation bears to the Plan 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: \_\_\_\_\_

*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 Employer discretion.*

### 5. Pension Contribution - Points

If C.4b is selected, the Employer's Pension Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 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 \$ \_\_\_\_\_ of Plan Compensation he has earned for such Plan Year.

- a. Points will be computed on basis of:
  - i.  Age, Service and Plan Compensation
  - ii.  Age and Service
  - iii.  Age and Plan Compensation
  - iv.  Service and Plan Compensation
  - v.  Age Only
  - vi.  Service Only
- b. Points awarded for \$ \_\_\_\_\_ of Plan 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 Plan Compensation, Years of Service 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.5 through B.7 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 Plan 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. Determination Period for Pension Contributions

a. Pension Contributions are determined 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 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.*

#### 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).

#### 10. Collective Bargaining Agreement

- a.  In addition to the formula selected in C.4, an amount necessary to meet the Employer's requirements under an applicable collective bargaining agreement shall be allocated as follows: \_\_\_\_\_
- 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.  The Employer will make a prevailing wage contribution for each Participant who performs an hour or more of service under a public contract subject to the Davis-Bacon Act. The formula for allocating prevailing wage contributions shall be specified in the Prevailing Wage Addendum to the Adoption Agreement. The contribution allocated will be dependent on the Participant's job classification and the hourly rate established:
- i.  by the applicable federal, state, or municipal prevailing wage laws.
- ii.  in the Prevailing Wage Addendum to the Adoption Agreement.
- b. Offset of other contributions:
- i.  Any other Pension Contribution allocations that would otherwise be made to a Participant
- ii.  Other: \_\_\_\_\_

*NOTE: If C.11a.ii is selected, the Prevailing Wage Addendum entry should include job classifications and applicable hourly rates. To the extent the hourly rates established in the Prevailing Wage Addendum result in a smaller contribution than is required under the applicable federal, state, or municipal prevailing wage laws, the Plan Administrator retains the discretion to make the larger contribution as the prevailing wage contribution.*

#### 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 must use its discretion in a consistent and nondiscriminatory manner.*

#### 13. Deemed IRAs

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

#### 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).

### 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. <input type="checkbox"/> 100%   |   |
| b. <input type="checkbox"/> _____ year cliff                                 |   |
| c. <input checked="" type="checkbox"/> Other:                                |   |
| i. Other Pension Schedule -<br>less than 1 year: <u>0%</u>                   | xii. Other Pension Schedule -<br>11 years but less than 12 years: <u>100%</u>   |
| ii. Other Pension Schedule -<br>1 years but less than 2 years: <u>0%</u>     | xiii. Other Pension Schedule -<br>12 years but less than 13 years: <u>100%</u>  |
| iii. Other Pension Schedule -<br>2 years but less than 3 years: <u>0%</u>    | xiv. Other Pension Schedule -<br>13 years but less than 14 years: <u>100%</u>   |
| iv. Other Pension Schedule -<br>3 years but less than 4 years: <u>0%</u>     | xv. Other Pension Schedule -<br>14 years but less than 15 years: <u>100%</u>    |
| v. Other Pension Schedule -<br>4 years but less than 5 years: <u>0%</u>      | xvi. Other Pension Schedule -<br>15 years but less than 16 years: <u>100%</u>   |
| vi. Other Pension Schedule -<br>5 years but less than 6 years: <u>50%</u>    | xvii. Other Pension Schedule -<br>16 years but less than 17 years: <u>100%</u>  |
| vii. Other Pension Schedule -<br>6 years but less than 7 years: <u>75%</u>   | xviii. Other Pension Schedule -<br>17 years but less than 18 years: <u>100%</u> |
| viii. Other Pension Schedule -<br>7 years but less than 8 years: <u>100%</u> | xix. Other Pension Schedule -<br>18 years but less than 19 years: <u>100%</u>   |
| ix. Other Pension Schedule -<br>8 years but less than 9 years: <u>100%</u>   | xx. Other Pension Schedule -<br>19 years but less than 20 years: <u>100%</u>    |
| x. Other Pension Schedule -<br>9 years but less than 10 years: <u>100%</u>   | xxi. Other Pension Schedule -<br>20 years: <u>100%</u>                          |
| xi. Other Pension Schedule -<br>10 years but less than 11 years: <u>100%</u> |   |

**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: Applies to contribution prior to 2015 and any elected official continue to use this schedule. Vesting is 0% until 4 years of service then 100%.

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

**NOTE:** The other vesting schedule must be definitely determinable and may not be specified in a manner



that is subject to Employer discretion.

### Vesting Service Rules

*NOTE: If D.1a is selected and D.2 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 consecutive 12-month period commencing on the date the Employee first performs an Hour of Service; each subsequent consecutive 12-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 (Section 6.02)

- a.  Death. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee.
- b.  Disability. Provide for full vesting for a Participant who Terminates employment with the Employer due to Disability while an Employee.
- c.  Early Retirement. Provide for 100% vesting upon the attainment of Early Retirement Age while an Employee.

#### 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 Employer 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 (Article 6):

- a.  Any permissible method described in Section 6.03(d)  
 b.  Other: \_\_\_\_\_

*NOTE: If D.9a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.*

*NOTE: D.9b is limited to one or a combination of the options described in Section 6.03(d), may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.*

#### 10. Special Vesting Provisions

- Provide for special vesting provisions (e.g., 100% vesting as of a certain date, or to set a different vesting schedule for employees based on division): \_\_\_\_\_

*NOTE: The special vesting provisions must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

### SECTION E. DISTRIBUTIONS

#### 1. Normal Retirement

Normal Retirement Age means:

- a.  Attainment of age (not to exceed 65): 65  
 b.  Later of attainment of age \_\_\_\_\_ or 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.  
 b.  Attainment of age \_\_\_\_\_  
 c.  Later of attainment of age \_\_\_\_\_ or \_\_\_\_\_ service.  
 d.  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.  
 d.  Other: \_\_\_\_\_

*NOTE: Any entry in "Other" 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  
 c.  Other: \_\_\_\_\_

**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.  Partial withdrawals - a Participant may withdraw such amounts at such times as he shall elect
  - iv.  Other: \_\_\_\_\_

*NOTE: Any entry in E.5a.ii 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/Beneficiary 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/Beneficiary. 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 "Other" 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.  In accordance with Section 7.04(b)
  - ii.  Other: \_\_\_\_\_
- b.  A beneficiary designation to a spouse shall be automatically revoked upon the legal divorce of the Participant and the spouse.

*NOTE: If "Other" is selected, must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.*

**9. Force-Out Provisions**

- a.  Maximum force-out amount for purposes of Section 7.03 (not to exceed \$5,000): \$5000
  - i.  Exclude amounts attributable to Rollover Contributions in determining the value of the Participant's nonforfeitable account balance
  - ii. Force-outs will be subject to the automatic rollover provisions of 7.06(c) if over: \$1000

- b. Force-out of a terminated Participant's Account balance 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

*NOTE: If E.9a is less than \$1,000, E.9a.i 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 attains age 70-1/2 or 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.10a; 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.*

#### In-Service Withdrawals

##### 1. Retirement

- a.  Allow in-service distributions after attainment of Normal Retirement Age (Section 7.01(b)) from the following 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 or special rules apply to in-service withdrawals: \_\_\_\_\_

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

### SECTION G. PLAN OPERATIONS

#### 1. Permitted Investments

- a.  Plan may invest in life insurance (Section 9.06)
- b.  Participants may invest in a Qualifying Longevity Annuity Contract (Section 9.07)

#### 2. Participant Self-Direction

- a. Specify the extent to which the Plan permits Participant self-direction (Section 9.02):

- i.  All Accounts
  - ii.  Some Accounts
  - iii.  None
- b. If "Some Accounts" is selected, a Participant may self-direct the following Accounts:
- i.  Mandatory Employee Contribution Account
  - ii.  Mandatory After-tax Employee Contribution Account
  - iii.  Pension Contribution Account
  - iv.  Voluntary Contribution Account
  - v.  Rollover Contribution Account
  - vi.  Transfer Account
  - vii.  Other: \_\_\_\_\_
- c.  Participants may also establish individual brokerage accounts.
- d.  Participants may exercise voting rights with respect to investments (Section 9.05).
- 3. Valuation Date**  
Enter Valuation Date:
- a.  Last day of Plan Year
  - b.  Last day of each Plan quarter
  - c.  Last day of each month
  - d.  Each business day
  - e.  Other: \_\_\_\_\_ (Must be at least annually).
- 4. Plan Administration**
- a. Designation of Plan Administrator (Section 10.01):
    - i.  Plan Sponsor
    - ii.  Committee appointed by Plan Sponsor
    - iii.  Other: \_\_\_\_\_
  - b. Establishment of procedures for the Plan Administrator and the Investment Fiduciary (Sections 10.01(c) and 10.02(c)):
    - i.  Plan Administrator and Investment Fiduciary adopt own procedures
    - ii.  Governing body of the Plan Sponsor sets procedures for Plan Administrator and Investment Fiduciary
  - c. The Trustee is also the Investment Fiduciary (Section 10.02):
    - i.  Yes
    - ii.  No. The Investment Fiduciary is: \_\_\_\_\_
  - d. Type of indemnification for the Plan Administrator and Investment Fiduciary:
    - i.  None - the Employer will not indemnify the Plan Administrator or the Investment Fiduciary
    - ii.  Standard according to Section 10.06
    - iii.  Provided pursuant to an outside agreement
  - e.  The following modifications shall be made to the duties of the applicable parties: \_\_\_\_\_

## **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 #002, its related Basic Plan Document #02, and any Addendum to the Adoption Agreement.

The adopting Employer may rely on an opinion 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 2017-41 and any superseding guidance. The Employer may not rely on the opinion letter in certain other circumstances or with respect to certain qualification requirements, which are specified in the opinion letter issued with respect to the Plan and in Revenue Procedure 2017-41 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 Pre-Approved Plan Provider will inform the adopting Employer of any amendments made to the Plan or of the discontinuance or abandonment of the Plan. The Pre-Approved Plan Provider, CCH Incorporated, DBA ftwilliam.com may be contacted at 1245 E. Washington Ave., Ste. 101 Madison, WI 53703; 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

HALL COUNTY:

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

**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 Pre-Approved Plan Document.**

01/01/2021



**CUSTOM LANGUAGE ADDENDUM**

**If a 411(d)(6) protected benefit in the Plan or a plan merged into the Plan is not either: (i) available as a provision through the Pre-Approved Plan, or (ii) the subject of a prior determination, advisory, or opinion letter, the Employer cannot rely on the Pre-Approved Plan Provider's opinion letter for qualification with respect to such benefit. If a 411(d)(6) protected benefit in the plan or a plan being merged into the Plan is not permitted in a pre-approved plan, as described in Section 6.03 of Revenue Procedure 2017-41, such provision must be discontinued no later than the date the Employer adopts this Pre-Approved Plan, in the case of a merger, the merger date shall apply only to the extent required under Code Section 411(d)(6).**

**Match Contributions:**

**Participants who defer a percentage of their earnings to the Hall County 457(b) Deferred Compensation Plan may, at the discretion of the Board of Commissioners, receive a matching contribution. The Match formula is discretionary and will be approved by the Board of Commissioners. The Plan allows for an additional discretionary contribution. There are no allocation requirements to receive the additional contribution.**

**401(a) Contributions:**

**Commissioners will receive 10% of eligible compensation for the 401(a) contribution.  
County Administrator will receive 10% of eligible compensation for the 401(a) contribution.  
Assistant County Administrator will receive 10% of eligible compensation for the 401(a) contribution.  
Chief Deputy, Sheriff's Office, employed on 1/1/2021 will receive 10% of eligible compensation as a 401(a) contribution. Unless determined otherwise by the Board of Commissioners, all future employees hired into this position will receive 8% of eligible compensation as a contribution to the 401(a) plan.  
Contract Employees will receive 8% of eligible compensation for the 401(a) contribution.  
Contributions rates are discretionary and may change upon Board approval.**

**Vesting**

**Regardless of tenure with Hall County, the Board of Commissioners may, at its discretion, elect to make an employee up to 100% vested in the plan.**

**SECURE/CARES/CAA ADDENDUM**

This Addendum is intended as a good faith effort to comply with the requirements of the Further Consolidated Appropriations Act, 2020, including the SECURE Act provisions, the Coronavirus, Aid, Relief and Economic Security (CARES) Act, and the Consolidated Appropriations Act, 2021 (CAA), and corresponding guidance (the "Applicable Law"). This Addendum is to be construed in accordance with the Applicable Law and both the Addendum and the Applicable Law will supersede any inconsistent Plan provisions.

**OPTIONAL PROVISIONS:**

For each item below, if the check boxes are empty, the *italicized* provision will apply.

**1. Qualified Birth or Adoption Distributions (see Section A. below)**

*The Plan does not permit qualified birth or adoption distributions as a separate distribution event.*

- Effective \_\_\_\_ (no earlier than 01/01/2020), the Plan permits qualified birth or adoption distributions as a separate distribution event.
- The following limitations and conditions apply: \_\_\_\_.

**2. Treatment of 2020 RMDs (see Section B. below)**

*Effective 01/01/2020, unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.*

Effective \_\_\_\_ (no earlier than 01/01/2020):

- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will **not** receive this distribution.
- Unless the Participant or beneficiary chooses otherwise, a Participant or beneficiary who would have been required to receive a 2020 RMD will receive this distribution.

**3. 2020 RMDs as Direct Rollovers (see Section B. below)**

*A direct rollover is not offered for 2020 RMDs or Extended 2020 RMDs.*

For purposes of the direct rollover provisions of the Plan, the following will be treated as eligible rollover distributions in 2020:

- 2020 RMDs.
- 2020 RMDs and Extended 2020 RMDs.
- 2020 RMDs, but only if paid with an additional amount that is an eligible rollover distribution without regard to Code section 401(a)(9)(I).

**4. Portability of Lifetime Income Options (see Section F. below)**

*The Plan does not permit "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options.*

The Plan permits "qualified distributions" or "qualified plan distribution annuity contracts" of lifetime income investment options when such investment options are no longer authorized to be held as an investment option under the Plan effective: \_\_\_\_\_ (no earlier than the plan year beginning after 12/31/2019).

The following limitations and conditions apply: \_\_\_\_\_.

**5. In-Service Withdrawals**

*The existing Plan provisions, if any, remain in effect for distributions to a Participant who has not separated from employment (e.g., age cannot be less than 62).*

Effective \_\_\_\_\_ (no earlier than 01/01/2020), the Plan permits distributions to a Participant who has not separated from employment if the Participant attains: \_\_\_\_\_ (age cannot be less than 59-1/2).

**STANDARD PROVISIONS:****A. Qualified Birth or Adoption Distributions**

To the extent provided above, a Participant may receive a distribution up to \$5,000 during the 1-year period beginning on the date on which the Participant's child is born or on which the legal adoption by the Participant of an eligible adoptee is finalized. An eligible adoptee is any individual (other than a child of the Participant's spouse) who has not attained age 18 or is physically or mentally incapable of self-support. The \$5,000 maximum is an aggregate amount of such distributions from all plans maintained by the Employer.

**B. Required Minimum Distributions**

In defining Required Beginning Date or determining required minimum distributions, any references to age 70-1/2 are replaced with: age 70-1/2 (for Participants born before 07/01/1949) or age 72 (for Participants born after 06/30/1949).

Notwithstanding other provisions of the Plan to the contrary and if selected above, a Participant or beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of 04/01/2021) but for the enactment of section 401(a)(9)(l) of the Code ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are either: (1) equal to the 2020 RMDs, or (2) one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's designated beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs"), may receive those distributions.

### **C. Distribution on Account of Death for Certain Eligible Retirement Plans**

Whether before or after distribution has begun, a Participant's entire interest will be distributed to the designated beneficiary by 12/31 of the calendar year containing the tenth anniversary of the Participant's death unless the designated beneficiary meets the requirements of an "eligible designated beneficiary". An "eligible designated beneficiary" may receive distributions over the life of such designated beneficiary. If there is no designated beneficiary as of 09/30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by 12/31 of the calendar year containing the fifth anniversary of the Participant's death.

An "eligible designated beneficiary" is defined as any designated beneficiary who is: (i) the surviving spouse of the Participant; (ii) a minor child of the Participant; (iii) disabled; (iv) a chronically ill individual; or (v) an individual who is not more than 10 years younger than the Participant. The determination of whether a designated beneficiary is an "eligible designated beneficiary" is made as of the date of death of the Participant. If an "eligible designated beneficiary" dies before the portion of the Participant's interest is entirely distributed, the remainder of such portion must be distributed within 10 years after the death of such "eligible designated beneficiary".

### **D. Qualified Automatic Contribution Arrangement (QACA)**

If a Qualified Automatic Contribution Arrangement (QACA) feature is elected, the Plan Administrator has the discretion to increase automatic elections subsequent to the initial period up to a maximum limitation of 15% of Plan Compensation.

### **E. Safe Harbor Notice**

If the non-elective contribution method is elected for safe harbor plan exemption (including under a Qualified Automatic Contribution Arrangement), effective for Plan years beginning on or after 01/01/2020, the safe harbor notice is not required for satisfying the conditions of Code sections 401(k)(12) or 401(k)(13).

### **F. Portability of Lifetime Income Investments**

To the extent provided above, any amounts invested in a "lifetime income investment" may be distributed through either "qualified distributions" or "qualified plan distribution annuity contracts" no earlier than 90 days prior to the date that such "lifetime income investment" may no longer be held as an investment option under the Plan.

The following terms are used in this section:

"Qualified distribution" means a direct trustee-to-trustee transfer described in Code section 401(a)(31)(A) to an eligible retirement plan (as defined in Code section 402(c)(8)(B)).

"Qualified plan distribution annuity contract" means an annuity contract purchased for a Participant and distributed to the Participant by a plan or contract described in subparagraph (B) of Code section 402(c)(8) (without regard to clauses (i) and (ii) thereof).

"Lifetime income investment" means an investment option which is designed to provide an employee with election rights which: (a) are not uniformly available with respect to other investment options under the plan, and (b) are to a "lifetime income feature" available through a contract or other arrangement offered under the plan (or under another eligible retirement plan (as so defined), if paid by means of a direct trustee-to-trustee

transfer described in Code section 401(a)(31)(A) to such other eligible retirement plan).

"Lifetime income feature" means: (a) a feature which guarantees a minimum level of income annually (or more frequently) for at least the remainder of the life of the employee or the joint lives of the employee and the employee's designated beneficiary, or (b) an annuity payable on behalf of the employee under which payments are made in substantially equal periodic payments (not less frequently than annually) over the life of the employee or the joint lives of the employee and the employee's designated beneficiary.

## **G. Disaster or Coronavirus-Related Relief**

Notwithstanding any provision of the Plan to the contrary, the Plan may grant temporary disaster or coronavirus-related relief in compliance with Code sections 1400M and 1400Q, section 15345 of the Food, Conservation, and Energy Act of 2008, section 702 of the Heartland Disaster Tax Relief Act of 2008, section 502 of the Disaster Tax Relief and Airport and Airway Extension Act of 2017, section 11028 of the Tax Cuts and Jobs Act of 2017, section 20102 of the Bipartisan Budget Act of 2018, subtitle II of Division Q of the Further Consolidated Appropriations Act, 2020, section 2202 of the Coronavirus, Aid, Relief and Economic Security Act, and Title III of Division EE of the Consolidated Appropriations Act, 2021 ("Applicable Law"). This Section only applies to the extent the Plan has provided some or all of the relief listed below in compliance with Applicable Law.

### **A. Qualified Distributions**

- I. "Qualified Distribution" means a distribution to a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law which may not exceed \$100,000 in aggregate from all plans maintained by the Employer.
- II. If the Plan permits rollover contributions, at any time during the 3-year period beginning on the day after the Qualified Distribution was received, an individual may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the Qualified Distribution.
- III. If the Plan permits rollover contributions, an individual who received a withdrawal for the purchase of a home, but could not use the withdrawal amount due to the disaster, may contribute as a rollover to the Plan an aggregate amount that does not exceed the amount of the withdrawal amount within the applicable time periods as defined in the relevant sections of Applicable Law.

### **B. Expanded Loan Provisions**

- I. The maximum loan limit under Code section 72(p)(2)(A) may be applied by substituting "\$100,000" for "\$50,000" and substituting "the present value" for "one-half the present value" under the Loan Procedures for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- II. The loan repayment may be delayed for 1 year for a qualified individual within the applicable time periods as defined in the relevant sections of Applicable Law.
- III. Subsequent repayments will be adjusted to reflect the 1-year delay and any interest accrued during such delay.

- IV. The 1-year delay will be disregarded in determining the 5-year maximum term of loans under Code section 72(p)(2)(B) and (C).

#### **H. Difficulty of Care Payments Included in Statutory Compensation**

In determining the contribution limitation, Statutory Compensation will be increased by qualified foster care payments. Qualified foster care payments are difficulty of care payments excluded from gross income under Code section 131. Any contribution by the Participant which is allowable due to such increase is treated as an after-tax contribution.

#### **I. Long-Term, Part-Time Employees**

Notwithstanding any provision of the Plan to the contrary, effective for Plan years beginning after 12/31/2020, any Employee working at least 500 hours of service during each of three consecutive 12-month periods ("LTPT Employee") becomes a Participant eligible to make Elective Deferrals on the date specified in the Plan provided that he or she is an Eligible Employee and has attained the applicable age requirement, if any, on such date. No 12-month period beginning before 01/01/2021 is taken into account. Each 12-month period for which an LTPT Employee has at least 500 hours of service is treated as a year of service for vesting purposes.

**EXHIBIT B**  
**ADOPTION AGREEMENT**  
**SECTION 457(b) DEFERRED COMPENSATION PLAN**

**NOTE:** This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). 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.

**COMPANY INFORMATION**

1. Name of adopting employer (Plan Sponsor): Hall County
2. Address: 2875 Browns Bridge Road
3. City: Gainesville 4.State: GA 5. Zip: 30504
6. Phone number: 770-531-2450 7. Fax number: \_\_\_\_\_ - \_\_\_\_\_
8. Plan Sponsor EIN: 58-6000836
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: GA
11. The term "Employer" includes the Plan Sponsor.

**PLAN INFORMATION**

**A. GENERAL INFORMATION**

1. **Plan name:**
  - a. Hall County
  - b. 457(b) Deferred Compensation Plan
2. **Effective Date:**
  - 2a. Original effective date of Plan: 12/13/2001
  - 2b. Is this a restatement of a previously-adopted plan?  
[ X ] Yes [ ] No
  - 2c. If A.2b is "Yes", effective date of Plan restatement: 01/01/2021.  
**NOTE:** If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated specific effective date shall apply as to that provision.
3. **Plan Year** means each 12-consecutive month period ending on December 31 (e.g. December 31).  
**NOTE:** The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

**Plan Type**

4. Type of Plan:
  - i. [ ] Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
  - ii. [ X ] Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

**Plan Features**

5. Employer/Employee contributions permitted (check all that apply):
  - a. [ ] Matching Contributions.
  - b. [ ] Nonelective Contributions.
  - c. [ X ] Participant Deferral Contributions.
  - d. [ X ] If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
  - e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: 12/01/2013 (no earlier than January 1, 2011).

**Compensation**

6. Definition of Compensation (check all that apply):
  - a. [ X ] Base salary.
  - b. [ X ] The additional pay specified in A.7.

7. If **A.6.b** is selected, enter the additional pay: Any additional compensation for per diems, car allowances, salary supplements and other pay deemed as special pay.
- 8a. Are there any exclusions from the definition of Compensation:  
 Yes  No
- 8b. If **A.8a** is "Yes", enter the exclusions from the definition of Compensation: \_\_\_\_\_
- 8c. Exclude pay earned before participation in Plan from definition of Compensation:  
 Yes  No  
 Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

**B. ELIGIBILITY**

**Eligible Employee**

**NOTE:** If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of **B.2** through **B.4**, the term Eligible Employee shall include Employees who are also (check all that apply):
- a.  Officers of the Company in the following positions: \_\_\_\_\_.
  - b.  Other management or highly compensated employees in the following classifications/positions: \_\_\_\_\_.
  - c.  Employees listed in an appendix to the Adoption Agreement.
  - d.  All Employees except: \_\_\_\_\_.
  - e.  All Employees that are full time or contract employees.
- NOTE:** Only a Governmental Plan may select **B.1.d** or **B.1.e**.
2. Indicate whether an independent contractor may participate in the Plan:  
 Yes  No

**Eligible Employee - Other**

3. In addition to the requirements in **B.1**, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
- a.  Must be approved by the Chief Executive Officer of the Plan Sponsor.
  - b.  Must be approved by the Chief Executive Officer of the Employee's employing entity.
  - c.  Must be approved by the Board of the Plan Sponsor.
  - d.  Must be approved by the Board of the Employee's employing entity.
  - e.  Other requirements listed in **B.4**.
4. If **B.3.e** is selected, enter other requirements: \_\_\_\_\_

**Requirements for Participation**

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in **B.5** through **B.6**:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
- i.  None.
  - ii.  Completion of: **30 days of service**
  - iii.  Other: \_\_\_\_\_
6. Frequency of entry dates:
- i.  first day of each calendar month
  - ii.  first day of each plan quarter
  - iii.  first day of the first month and seventh month of the Plan Year
  - iv.  first day of the Plan Year
  - v.  Other: \_\_\_\_\_

**Modifications**

- 7a. Indicate whether there are any modifications to the requirements specified in **B.1 - B.6**:  
 Yes  No
- 7b. If **B.7a** is "Yes", specify the modifications: \_\_\_\_\_.



**C. ELECTIONS/CONTRIBUTIONS**

- 1a. If **A.5c** is selected (Participant Deferrals permitted), minimum Participant contribution: **two percent (2%)** (leave blank or enter "0" if none)
- 1b. If **A.5c** is selected (Participant Deferrals permitted), maximum Participant contribution: **one hundred percent (100%)**.
2. If **A.5c** is selected (Participant Deferrals permitted), a Participant may defer accumulated vacation pay:  
[ **X** ] Yes [ ] No

**Matching Contributions**

3. If **A.5a** is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):  
i. [ ] Pursuant to the formula specified in **C.4**.  
ii. [ ] An amount and allocation formula as determined by the Company.
4. If **A.5a** is "Yes" (matching contributions are permitted), and **C.3.i** is selected, indicate the formula to allocate such contributions: \_\_\_\_\_.
5. If **A.5a** is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: \_\_\_\_\_.  
**NOTE:** If **C.5** is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

**Nonelective Contributions**

6. If **A.5b** is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):  
i. [ ] In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.  
ii. [ ] Pursuant to the formula specified in **C.7**.  
iii. [ ] An amount and allocation formula as determined by the Company.
7. If **A.5b** is "Yes" (nonelective contributions are permitted) and **C.6.ii** is selected, indicate the formula to allocate such contributions: \_\_\_\_\_.
8. If **A.5b** is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: \_\_\_\_\_.  
**NOTE:** If **C.8** is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

**Transfers/Rollovers**

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):  
[ **X** ] Yes [ ] No  
**NOTE:** If the Plan is not a Governmental Plan and **C.9** is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and **C.9** is "Yes", Section 5.03 and 5.04 shall apply.

**D. EARNINGS/TRUST**

**Earnings**

1. A Participant's Accounts shall be credited with earnings in the following manner:  
i. [ ] Fixed rate specified in **D.2**.  
ii. [ ] Predetermined investment(s) specified in an appendix to the Adoption Agreement.  
iii. [ **X** ] Predetermined investment(s) as specified by the Plan Administrator.  
iv. [ ] Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.  
**NOTE:** If the Plan is a Governmental Plan, **D.1** must be a predetermined investment.
2. If **D.1.i** (fixed rate) is selected, specify the rate: \_\_\_\_\_.  
**NOTE:** If the rate specified in **D.2** is a published rate, and the entry in **D.2** does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:  
i. [ ] A Participant may not choose among predetermined investments.  
ii. [ **X** ] As of each Valuation Date.  
iii. [ ] As of the first day of each Plan Year.

- iv.  Pursuant to Plan Administrator procedures.
- 4a. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:  
 Yes  No
- 4b. If **D.1.ii** or **D.1.iii** (predetermined investments) is selected and **D.3.ii**, **D.3.iii** or **D.3.iv** is selected (Participant direction is allowed) and **D.4a** is "Yes", enter the conditions and/or limitations: \_\_\_\_\_.

**Grantor Trust**

- 5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):
  - i.  No grantor trust shall be established.
  - ii.  The Company may, in its sole discretion, establish a grantor trust.
  - iii.  The Company shall establish a grantor trust.

**NOTE:** If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

**Valuation Date**

- 6a. Enter Valuation Date:
  - i.  Last day of Plan Year
  - ii.  Last day of each Plan quarter
  - iii.  Last day of each month
  - iv.  Each business day
  - v.  Other
- 6b. If **D.6a.v** is selected, enter the Valuation Date: \_\_\_\_\_ (Must be at least annually).

**E. VESTING FOR COMPANY CONTRIBUTIONS**

**Vesting Service Rules**

- 1. Indicate the method of determining vesting service: \_\_\_\_\_.  
**NOTE:** Unless otherwise specified in **E.1**, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

**Vesting Exceptions**

- 2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):  
 Yes  No
- 3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):  
 Yes  No
- 4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):  
 Yes  No
- 5a. Provide for full vesting for a Participant upon the circumstances described in **E.5b** (Section 5.06):  
 Yes  No
- 5b. If **E.5a** is "Yes", describe the other circumstances: \_\_\_\_\_.
- 6a. Company contribution vesting schedule:  
 100%  3-7 Year Graded  2-6 Year Graded  1-5 Year Graded  1-4 Year Graded  5 Year Cliff  3 Year Cliff  2 Year Cliff  Other  Pursuant to another plan.  
**NOTE:** If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.
- 6b. If **E.6a** is "Other", enter other vesting schedule: \_\_\_\_\_
- 6c. If **E.6a** is "Pursuant to another plan", enter name of other plan: \_\_\_\_\_

**Special Forfeiture Provisions**

- 7a. Provide for special forfeiture provisions (Section 5.06(c)):  
 Yes  No

- 7b.** If **E.7a** is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in **E.7c**: \_\_\_\_\_.
- NOTE:** If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.
- 7c.** If **E.7a** is "Yes", a Participant meeting the conditions of **E.7b** shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: \_\_\_\_\_.

**F. DISTRIBUTIONS**

**NOTE:** All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

**Normal Retirement**

- 1.** Normal Retirement Age means Attainment of age: **65**.
- NOTE:** Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

**Time of Payment for Reasons other than Death**

- 2.** Benefits may not commence later than the date specified below (Section 6.01):
- i.**  The earlier of the Required Beginning Date or the number of years specified in **F.3** after the Participant's Termination.
  - ii.**  The earlier of the Required Beginning Date or Normal Retirement Age.
  - iii.**  Required Beginning Date.
- NOTE:** If **F.2.ii** is selected, payment may not be made earlier than that specified in Section 6.01.
- 3.** If **F.2.i** is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): \_\_\_\_\_.
- NOTE:** If zero is entered in **F.3**, distributions shall commence on the 61st day following the distribution event.

**Form of Payment for Reasons other than Death**

- 4a.** Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
- i.**  A single lump sum payment.
  - ii.**  Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in **F.4b**.
  - iii.**  Other optional form of benefit specified in **F.4c**.
- 4b.** If **F.4a.ii** (annual installments) is selected, enter the maximum number of years over which payments may be made: \_\_\_\_\_.
- NOTE:** May not extend beyond the life expectancy of the Participant and Beneficiary.
- 4c.** If **F.4a.iii** (Other) is selected, describe other optional form of benefit: **Monthly, quarterly, semi-annual or annual installments.**

**Payment on Participant Death**

- 5.** Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
- i.**  Pay entire remaining Account by end of the first calendar year following the date of death.
  - ii.**  Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

**Unforeseeable Emergency**

- 6a.** A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):  
 Yes  No
- 6b.** If **F.6a** is "Yes", **A.5c** (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:
- i.**  Yes

- ii.  Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
- iii.  No

**Small Distributions**

- 7. A Participant may make a one-time election to receive a distribution of a small balance (\$5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):  
 Yes  No

**Medium of Payment**

- 8. Medium of distribution from the Plan:
  - i.  Cash only
  - ii.  Cash or in-kind
  - iii.  In-kind only

**Transfers**

- 9a. Specify whether transfers may be made to another plan (Section 6.08):  
 Yes  No  
**NOTE:** A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).  
**NOTE:** Governmental Plans are also subject to the direct rollover rules in Section 6.09.
- 9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):  
 Yes  No

**Death or Disability during Qualified Military Service**

- 10a. 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 Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):  
 Yes  No
- 10b. If F.10a is "Yes", enter the effective date: **January 1, 2015** (must be on or after January 1, 2007).

**Loans/Inservice**

- 11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):  
 Yes  No
- 12. If the Plan is a Governmental Plan and C.9 permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):  
 Yes  No
- 13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:  
 Yes  No

**2009 Required Minimum Distributions**

- 14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:
  - i.  Default to continue 2009 RMDs.
  - ii.  Default to discontinue 2009 RMDs.
  - iii.  Other: \_\_\_\_\_.**NOTE:** If "Other" is selected, the below provisions will not apply except to the extent specified.
- 14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
  - i.  None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
  - ii.  2009 RMDs only.
  - iii.  Extended 2009 RMDs only.
  - iv.  2009 RMDs and Extended 2009 RMDs.

**G. PLAN OPERATIONS**

**Plan Administration**

- 1a. Designation of Plan Administrator (Section 7.01):
  - i.  Plan Sponsor
  - ii.  Committee appointed by Plan Sponsor
  - iii.  Other
- 1b. If G.1a.iii is selected, Name of Plan Administrator: \_\_\_\_\_
- 2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
  - i.  Standard according to Section 7.03.
  - ii.  Custom.
- 2b. If G.2a.ii (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

**H. MISCELLANEOUS**

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #457B and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this \_\_\_\_\_ day of \_\_\_\_\_, **2020**.

**HALL COUNTY:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

## **EXHIBIT C**

Pursuant to Official Code of Georgia Annotated §§ 47-23-105 and 47-23-106, the supplemental retirement benefit paid to retired Hall County Superior Court Judges who have taken Senior Status upon retirement shall be \$24,085.62 annually. This supplement to state retirement benefits shall be paid on the same schedule and in the same manner as state retirement benefits are paid to such Judges. This supplement shall commence, as to Senior Judges who retire subsequent to the effective date of this Resolution, 30 days following notice of such retirement to the Hall County Board of Commissioners.