

**HALL COUNTY MONEY PURCHASE PLAN**

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**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: 07/23/2026.

*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:
- 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	[ ]	[ ]
ii. Pay earned before participation	[ ]	[ X ]
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	[ ]	[ ]
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))	[ ]	[ ]
v. Differential military pay as defined in Code section 3401(h)(2)	[ ]	[ ]
vi. Final Paycheck Pay	[ ]	[ ]
vii. Post Severance Compensation	[ ]	[ ]
viii. Post Year End Compensation	[ ]	[ ]
ix. Other adjustments (e.g., commissions, bonuses, etc.): <b><u>Superior Court Judges compensation is limited to locality pay only.</u></b>	[ ]	[ X ]

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

Applies to contributions from January 1, 2015 - June 30 2024 if the participant terminated employment prior to July 1, 2024 0% until 5 years of service then 50% vested, 6 years of service is 75% vested and 7 years of service is 100% vested.

*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 525 Junction Road, Ste. 5000 Madison, WI 53717; 800-596-0714.

**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 \_\_\_\_\_, 2026.

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.**

07/23/2026

**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. 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.

Chief Superior Court Judge will receive 10% of their locality pay only for the 401(a) contribution.

Non Chief Superior Court Judge will receive 8% of their locality pay only for the 401(a) contribution.

Contributions rates are discretionary and may change upon board approval. Current contributions designated at 3% will increase to 4%, effective July 23, 2026. Contributions were changed from 2% to 3%, on July 13, 2025.

**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.