

OKLAHOMA COUNTY EMPLOYEES' DEFINED CONTRIBUTION SYSTEM

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**ADOPTION AGREEMENT #001
GOVERNMENTAL PROFIT SHARING 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.

NOTE: Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to governmental 401(k) plans adopted before May 6, 1986.

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): Oklahoma County
2. Address: 320 Robert S. Kerr Ave., Room 220
3. City: Oklahoma City
4. State: OK
5. Zip: 73102
6. Phone number: 405-713-1535
7. Fax number: _____
8. Plan Sponsor EIN: 73-6006400
9. Plan Sponsor fiscal year end: 12/31
10. State of organization of Plan Sponsor: Oklahoma

PLAN INFORMATION

SECTION A. GENERAL INFORMATION

Plan Name/Effective Date

1. Plan Number: _____
2. Plan name:
 - a. Oklahoma County Employees' Defined Contribution System
 - b. _____

NOTE: A.1 is optional.

3. **Effective Date**
 - a. Original effective date of Plan: 01/01/2004
 - b. This is a restatement of a previously-adopted plan. Effective date of Plan restatement: 07/01/2022

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. **Merger Information**
 - a. Other Plan name: _____
 - b. Merger effective date: _____
 - c. Additional merger information: _____

5. **Plan Year**
 - a. Plan Year means each consecutive 12-month period ending on 06/30 (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.5b 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.

6. 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.

7. Frozen Plan

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

Plan Features

8. 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

d. Grandfathered 401(k) Contributions adopted by the governmental entity before May 6, 1986 are permitted under the Plan

e. Grandfathered Roth 401(k) Contributions are permitted under the Plan

NOTE: If A.8a is "No", questions regarding Mandatory Employee Contributions are disregarded.

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

NOTE: The governmental entity adopting the 401(k) feature must be the same Employer as the Plan Sponsor within the meaning of Treas. Reg. section 1.410(b)-9. Code section 401(k)(4)(B)(ii) prohibits governmental employers from establishing new 401(k) plans. This provision does not apply to any 401(k) plan adopted before May 6, 1986.

NOTE: A.8e only applies if A.8d is selected.

9. Matching Contributions

Matching Contributions are permitted (Section 4.02):

- Yes No

NOTE: If A.9 is "No", questions regarding Matching Contributions are disregarded.

10. Non-Elective Contributions

Non-Elective Contributions are permitted (Section 4.03):

- Yes No

NOTE: If "No", questions regarding Non-Elective Contributions are disregarded.

11. Plan Features Effective Dates

- a. There is a special effective date for one or more features specified in A.8 through A.10. The special effective date(s) which occur after the Effective Date specified in A.3 is/are: _____
- b. A previous plan amendment eliminated one or more of the features specified in A.8 through A.10. Specify any provisions that apply to the eliminated Plan features: _____

NOTE: Mandatory Employee Contributions cannot be effective earlier than the date the arrangement was adopted.

Compensation

12. 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.

13. 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:

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
i. No Exclusions	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ii. Pay earned before participation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	n/a
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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>
v. Differential military pay as defined in Code section 3401(h)(2)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
vi. Final Paycheck Pay	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
vii. Post Severance Compensation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
viii. Post Year End Compensation	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ix. Other adjustments (e.g., commissions, bonuses, etc.):	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>All Compensation except for (1) regular base monthly pay, and (2) regular and Post Severance vacation pay is excluded</u>				

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

14. 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: A physical or mental condition, as determined by the Retirement Board of Trustees, which totally and permanently prevents the Participant from engaging in any occupation or employment for remuneration or profit. The permanence and degree of such impairment shall be supported by medical evidence

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.

15. Choice of Law/State Law

- a. Name of state or commonwealth for choice of law (Section 12.05): Oklahoma
- b. Enter any state law provisions that apply to the Plan: _____

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

SECTION B. ELIGIBILITY

Exclusions

1. The term "Eligible Employee" shall not include (Check items as appropriate):

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. No Exclusions	[]	[]	[]	[]
b. Union Employees	[]	[]	[]	[]
c. Leased Employees	[]	[]	[]	[]
d. Non-Resident Alien	[]	[]	[]	[]
e. Other Employees (Section 3.06(a)): <u>any Employee other than those specifically listed in the Addendum referencing Section B.1a.</u>	[]	[]	[X]	[]

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.8a.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 and indicate for what purposes (e.g. Mandatory Employee Contributions, Matching, etc.) the service applies 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 and indicate for what purposes (e.g. Mandatory Employee Contributions, Matching, etc.) the conditions or limitations 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

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. Age Requirement	n/a	n/a	None	n/a

6. Service Requirement for Plan Participation

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
a. No Minimum Service	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
b. Completion of _____ Year(s) of Eligibility Service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<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"/>	<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"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. Completion of _____ month(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
f. Completion of 60 day(s) of service - Elapsed Time	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
g. Other: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
h. Additional Requirements: <u>See Addendum referencing Section B.9. for special provisions related to rehired Employees</u>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
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:

	Employee Contributions	Matching Contributions	Non-Elective Contributions	Grandfathered 401(k) Contributions
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	[]	[]	n/a
d. Immediately preceding the date the eligibility requirements are met	n/a	[]	[]	n/a
e. Nearest to the date the eligibility requirements are met	n/a	[]	[]	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/Grandfathered 401(k) 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. [X] 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. [X] 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/Grandfathered 401(k) Contributions**

NOTE: If A.8b is "Yes" or A.8d is selected (Voluntary Contributions or Grandfathered 401(k) Contributions are permitted), an Eligible Employee who has met the requirements of B.5 through B.7 shall be eligible to make Voluntary Contributions/Grandfathered 401(k) Contributions to the Plan as follows (Section 4.01):

1. Minimum and Maximum Employee Contributions**a. Voluntary Contributions**

- i. Minimum Voluntary Contribution: _____
- ii. Maximum Voluntary Contribution: _____
- iii. Other limits on Voluntary Contributions apply: _____

b. Grandfathered 401(k) Contributions

- i. Minimum Grandfathered 401(k) Contribution: _____% of Plan Compensation
- ii. Minimum Grandfathered 401(k) Contribution: \$_____ for the following period: _____
- iii. Maximum Grandfathered 401(k) Contribution: _____ of Plan Compensation
- iv. Other limitations on Grandfathered 401(k) Contributions (specify): _____

c. Allow Participants to make Catch-up Contributions in addition to Grandfathered 401(k) Contributions

NOTE: C.1a.i, C.1b.i, C.1a.ii and C.1b.iii may not be more than 100% of Plan Compensation.

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

NOTE: C.1b and C.1c shall not apply if A.8d is not selected (Grandfathered 401(k) Contributions are not permitted).

2. Modifications of Voluntary Contributions/Grandfathered 401(k) Contributions**a. Participants modify/start/stop Grandfathered 401(k) Contributions/Voluntary Contribution elections:**

- i. Each pay period
- ii. Monthly
- iii. Quarterly
- iv. Semiannual
- v. Annual
- vi. Pursuant to Plan Administrator procedures (at least once each calendar year)

b. Participants may stop an election to contribute at any time.**Automatic Enrollment****3. Grandfathered 401(k) - Automatic Enrollment****a. The Plan provides automatic enrollment (Section 4.01(g)) in the following manner:**

- i. None
- ii. Specified amount. The initial amount of the automatic enrollment (as a percentage of pay): _____
- iii. Administrative policy. Automatic enrollment amounts shall be determined according to a written administrative policy which is timely communicated to Participants so they have an effective opportunity to elect to receive cash or complete an affirmative election deferring a different amount or no amount.

b. The amount specified in C.3a shall increase in the following manner (e.g., 1% per year to a maximum of 7% with increases occurring on the first day of each Plan Year): _____**c. Delayed automatic enrollment. The traditional automatic enrollment will be deemed elected _____ after the initial satisfaction of the eligibility requirements of Article 3 with respect to Grandfathered 401(k) Contributions (and after effective date of the addition of an automatic enrollment feature for current Participants).****d. Indicate who will be eligible to receive automatic contributions:**

- i. Eligible Employees who have not made a Grandfathered 401(k) Contribution election
- ii. All Eligible Employees to the extent that no election was made or their Grandfathered 401(k) Contribution elections are less than the automatic enrollment amount
- iii. Other: _____

e. If the Plan provides for automatic enrollment and Grandfathered Roth 401(k) Contributions are allowed to the Plan, select whether automatic contributions will be pre- or post-tax:

- i. Pre-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Pre-tax Grandfathered 401(k) Contributions.
- ii. Post-tax. All Grandfathered 401(k) Contributions made under Section 4.01(g) shall be designated as Grandfathered Roth 401(k) Contributions.

NOTE: For example, if the automatic enrollment amount is 3% for the first year and increases by 1% per year for five years, insert "3%" in the first blank (C.3a.i) and "increase by 1% in the second through sixth year to a maximum of 8%" in the second blank (C.3b).

NOTE: The Plan must provide that the initial default contribution is a uniform percentage of Plan Compensation; although the percentage may vary based on years of service.

NOTE: If the Plan is an EACA (C.4a is selected), the uniform percentage of Plan Compensation is determined after the aggregation/disaggregation rules in Treas. Reg. section 1.414(w)-1(b)(2)(iii), although the percentage may vary as permitted in Treas. Reg. section 1.414(w)-1(b)(2)(ii).

NOTE: C.3b is only applicable if C.3a.ii is selected.

NOTE: C.3c is only applicable if C.3a is selected. C.3c may contain a period of days (90 days, for example) or a specified date (first of the next calendar month, for example).

NOTE: C.3e only applies if A.8e is selected (Roth contributions are allowed to the Plan) and C.3a (automatic enrollment) is selected.

NOTE: If C.3d.iii is selected, the description must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

4. EACA

- a. The Plan intends to be an eligible automatic contribution arrangement (EACA) (Section 4.01(g)(4)(B))
- b. "Covered Employee" means:
 - i. All Employees who make an affirmative election shall remain covered Employees within the meaning of Treas. Reg. section 1.414(w)-1(e)(3)
 - ii. Only Eligible Employees who have not made a Grandfathered Roth 401(k) Contribution election
- c. Permissible withdrawals will be allowed, provided they are requested within _____ days after the date of the first contribution under an EACA (no fewer than 30 or more than 90)

NOTE: C.4 only applies if C.3 (automatic enrollment) is selected.

NOTE: C.4b only applies if C.3 (automatic enrollment) is selected and C.4a is selected.

NOTE: Covered Employees must receive the notice described in Section 4.01(g)(1).

Matching - Allocation Service

NOTE: If A.9 is "Yes" (Matching Contributions are permitted), 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 Matching Contributions during the applicable Plan Year):

5. Allocation Service Requirements for Matching Contributions

- a. None
- b. In order to share in the allocation of Matching 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 Matching 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 Matching 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.5b and C.5c are inapplicable if C.5a or C.5d is selected.

6. Exceptions to Allocation Service Requirements for Matching 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.5-7c: _____

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.

Matching Contribution- Formula

7. Matched Employee Contribution Inclusions

The following contributions are Matched Employee Contributions:

- a. Grandfathered 401(k) Contributions shall be included in the definition of Matched Employee Contributions
- b. Include a Participant's Catch-up Contributions in the definition of Matched Employee Contributions
- c. Voluntary Contributions shall be included in the definition of Matched Employee Contributions
- d. Mandatory Employee Contributions shall be included in the definition of Matched Employee Contributions
- e. Mandatory After-tax Employee Contributions shall be included in the definition of Matched Employee Contributions
- f. Contributions made under the following 403(b) or 457(b) plan(s) of the Employer shall be included in the definition of Matched Employee Contributions: _____

NOTE: If A.8b.i is not selected (Voluntary Contributions are not permitted), C.7c is not applicable; if A.8a.iv is selected (no Mandatory Employee Contributions), C.7d is not applicable; if A.8c.iv is selected (no Mandatory After-tax Employee Contributions), C.7e is not applicable, and if A.8d (Grandfathered 401(k) Contributions are not permitted) C.7a and C.7b are not applicable.

8. Matching Contribution Formula

- a. A discretionary amount. The amount will be allocated:
 - i. as a uniform percentage of Matched Employee Contributions.
 - ii. as a flat dollar amount for each Participant.
 - iii. based on written instructions provided by the Employer to the Plan Administrator (or Trustee, if applicable) describing (1) how the discretionary Employer Matching Contribution formula will be allocated to Participants (e.g., a uniform percentage of Matched Employee Contributions or a flat dollar amount), (2) the computation period(s) to which the discretionary Employer Matching Contribution formula applies, and (3) if applicable, a description of each business location or business classification subject to separate discretionary Employer Matching Contribution allocation formulas. Such instructions must be provided no later than the date on which the discretionary Employer Matching Contribution is made to the Plan. A summary of these instructions must be communicated to Participants who receive discretionary Employer Matching Contributions. The summary must be communicated to Participants no later than 60 days following the date on which the last discretionary Employer Matching Contribution is made to the Plan for a Plan Year.
- b. Fixed rate. The Employer will contribute as a Matching Contribution an amount equal to i. _____% of the Participant's Matched Employee Contributions that are not in excess of ii. _____% of the Participant's Plan Compensation
- c. Years of service. See C.9 below
- d. Special schedule. Matching Contributions shall be made according to the following schedule: _____

NOTE: If B.8d is selected, the other schedule must describe a formula from the options already available or a combination thereof (e.g., discretionary rate formula applies to Group A; fixed rate formula applies to Group B), be objectively determinable and may not be specified in a manner that is subject to discretion.

9. Years of Service

- a. The Matching contribution will be made according to the schedule below:
 - i. _____ Years of service _____% of Matched Employee Contributions
 - ii. _____ Years of service _____% of Matched Employee Contributions
 - iii. _____ Years of service _____% of Matched Employee Contributions
 - iv. _____ Years of service _____% of Matched Employee Contributions
- b. Only Matched Employee Contributions that are not in excess of _____% of the Participant's Plan Compensation shall be matched.
- c. In determining years of service in this C.9, the following service shall be used:
 - i. Years of Eligibility Service
 - ii. Years of Vesting Service
- d. Enter the number of Hours of Service necessary to earn a year of service described in C.9a: _____

10. Maximum Allocations for Matching Contributions

- a. Plan limits Matching Contributions to the following in each Plan Year:
 - i. Maximum percentage of Plan Compensation: _____%

- ii. Maximum dollar amount: \$ _____
- iii. Other: _____
- iv. No Maximum
- b. Apply the dollar limit in C.10:
 - i. On a Plan Year basis only
 - ii. Pro rata as of each period specified in C.11a

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

NOTE: C.10b shall only apply if a maximum dollar amount (C.10a.ii or C.10a.iii) is selected and End of Plan Year (C.11a.i) is not selected.

11. Allocation Times for Matching Contributions

- a. Fixed Matching Contributions are allocated to Participant Accounts at the following time(s):
 - i. End of Plan Year
 - ii. Semi-annually
 - iii. Quarterly
 - iv. Each calendar month
 - v. Each pay period
 - vi. At such times as may be determined by the Employer

NOTE: Any service requirements specified in C.5 through C.6 shall be applied pro rata to the period selected in this C.11. Any last day rule specified in C.5 through C.6 shall be applied as of the end of each period selected in this C.11.

Non-Elective Contributions - Service

NOTE: If A.10 is "Yes" (Non-Elective Contributions are permitted), 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 Non-Elective Contributions during the applicable Plan Year.

12. Allocation Service Requirements for Non-Elective Contributions

- a. None
- b. In order to share in the allocation of Non-Elective 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 Non-Elective 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 Non-Elective 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

13. Exceptions to Allocation Service Requirements for Non-Elective 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 Date
 - iv. attainment of Early Retirement date
- 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.12-13b: _____

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.

Non-Elective Contributions - Formula

14. Amount of Non-Elective Contributions

- a. Discretionary in an amount as determined by the Employer
- b. _____% of total Participant Plan Compensation for the Plan Year

- c. \$_____ for the Plan Year
 d. Other: _____

15. Non-Elective allocation formula. The Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 (Section 4.03):

- a. Pro rata. In the ratio that each Participant's Plan Compensation bears to the Plan Compensation of all eligible Participants.
 b. Points. See C.16.
 c. Fixed Amount. In an amount equal to the total Non-Elective Contribution divided by the number of Participants eligible to share in such contribution.
 d. Defined Groups. See C.17
 e. One Group per Participant. In an amount designated by the Employer to be allocated to each group. For purposes of this C.15e, there shall be one group created for each Participant eligible to receive allocations of Non-Elective Contributions. The contribution shall be allocated to each group in a manner determined by the Employer. 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.
 f. Other fixed formula: _____

NOTE: If B.15f is selected, the other fixed formula must describe a formula from the options already available or a combination thereof (e.g., pro rata formula applies to Group A; fixed amount applies to Group B), be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

16. Non-Elective Contribution - Points

If C.15b is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 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.16a: (a) the points described in C.16d for each year of age he has attained (as of his birthday during such Plan Year), (b) the points described in C.16c 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 Non-Elective Contributions, and (c) the points described in C.16b 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.16b, C.16c and C.16d apply to the extent that C.16a provides points for Plan Compensation, Years of Service or age; respectively.

17. Non-Elective Contribution - Defined Groups

If C.15d is selected, the Non-Elective Contribution shall be allocated to eligible Participants who have met the requirements of B.5 through B.7 and C.12 through C.13 in an amount designated by the Employer to be allocated to each group described in C.17. The contribution for a group shall then be further allocated to the members of such group who are eligible to receive allocations of Non-Elective Contributions in the method as specified in C.17 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.

The groups and allocations shall be determined as follows:

- 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.

18. Determination Period for Non-Elective Contributions

- a. Non-Elective 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 Non-Elective Contributions
- i. Allocations of Non-Elective Contributions for a Participant shall be subject to a minimum amount: 12%
 - ii. Allocations of Non-Elective Contributions for a Participant shall be subject to a maximum amount: 12%

NOTE: Any service requirements specified in C.12 through C.13 shall be applied pro rata to the period selected in this C.18a. Any last day rule specified in C.12 through C.13 shall be applied as of the end of each period selected in this C.18a.

19. Paid Time Off

- a. The Employer will contribute a Participant's unused paid time off (vacation or sick leave) as a Non-Elective 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.19.

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.

20. Non-Elective Contributions - Disability

- Allocate Non-Elective 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).

21. Collective Bargaining Agreement

- a. In addition to the formula selected in C.15, 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 - Non-Elective Contributions only
 - ii. No
 - iii. Other: _____

NOTE: C.14-18 (amount, timing, maximum and minimum Non-Elective 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.21b.

Other Contributions

22. 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 employer contribution allocations that would otherwise be made to a Participant
 - ii. Other: _____

NOTE: If C.22a.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.

23. 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.

24. Deemed IRAs

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

25. 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).

26. 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. Matching Contribution Account

Vesting Schedule for Matching Contributions:

a. 100%

b. _____ year cliff

c. Other:

i. Other Match Schedule -

less than 1 year: _____%

ii. Other Match Schedule -

1 years but less than 2 years: _____%

iii. Other Match Schedule -

2 years but less than 3 years: _____%

iv. Other Match Schedule -

3 years but less than 4 years: _____%

v. Other Match Schedule -

4 years but less than 5 years: _____%

vi. Other Match Schedule -

5 years but less than 6 years: _____%

vii. Other Match Schedule -

6 years but less than 7 years: _____%

viii. Other Match Schedule -

7 years but less than 8 years: _____%

ix. Other Match Schedule -

8 years but less than 9 years: _____%

x. Other Match Schedule -

9 years but less than 10 years: _____%

xi. Other Match Schedule -

10 years but less than 11 years: _____%

xii. Other Match Schedule -

11 years but less than 12 years: _____%

xiii. Other Match Schedule -

12 years but less than 13 years: _____%

xiv. Other Match Schedule -

13 years but less than 14 years: _____%

xv. Other Match Schedule -

14 years but less than 15 years: _____%

xvi. Other Match Schedule -

15 years but less than 16 years: _____%

xvii. Other Match Schedule -

16 years but less than 17 years: _____%

xviii. Other Match Schedule -

17 years but less than 18 years: _____%

xix. Other Match Schedule -

18 years but less than 19 years: _____%

xx. Other Match Schedule -

19 years but less than 20 years: _____%

xxi. Other Match Schedule -

20 years: 100%

NOTE: D.1 does not apply if the Plan does not provide for Matching Contributions (A.9 is "No").

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 D1c 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. Non-Elective

a. 100%

b. five (5) year cliff

c. Other:

i. Other Non-Elective Schedule -

xii. Other Non-Elective Schedule -

- less than 1 year: _____%
- ii. Other Non-Elective Schedule -
1 years but less than 2 years: _____%
- iii. Other Non-Elective Schedule -
2 years but less than 3 years: _____%
- iv. Other Non-Elective Schedule -
3 years but less than 4 years: _____%
- v. Other Non-Elective Schedule -
4 years but less than 5 years: _____%
- vi. Other Non-Elective Schedule -
5 years but less than 6 years: _____%
- vii. Other Non-Elective Schedule -
6 years but less than 7 years: _____%
- viii. Other Non-Elective Schedule -
7 years but less than 8 years: _____%
- ix. Other Non-Elective Schedule -
8 years but less than 9 years: _____%
- x. Other Non-Elective Schedule -
9 years but less than 10 years: _____%
- xi. Other Non-Elective Schedule -
10 years but less than 11 years: _____%
- 11 years but less than 12 years: _____%
- xiii. Other Non-Elective Schedule -
12 years but less than 13 years: _____%
- xiv. Other Non-Elective Schedule -
13 years but less than 14 years: _____%
- xv. Other Non-Elective Schedule -
14 years but less than 15 years: _____%
- xvi. Other Non-Elective Schedule -
15 years but less than 16 years: _____%
- xvii. Other Non-Elective Schedule -
16 years but less than 17 years: _____%
- xviii. Other Non-Elective Schedule -
17 years but less than 18 years: _____%
- xix. Other Non-Elective Schedule -
18 years but less than 19 years: _____%
- xx. Other Non-Elective Schedule -
19 years but less than 20 years: _____%
- xxi. Other Non-Elective Schedule -
20 years: 100%

NOTE: D.2 does not apply if the Plan does not provide for Non-Elective Contributions (A.10 is "No").

NOTE: A cliff vesting schedule means no vesting is provided until the participant meets the number of Years of Vesting Service provided in D.2b.

NOTE: D.2b and D.2c 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.2c may provide for a graded vesting schedule of up to 5 to 20 years.

3. Other Vesting Schedule

The Plan has another vesting schedule: _____

NOTE: The vesting schedule in D.3 is in addition to the vesting schedules in D.1. through D.2

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 and D.2a are selected (or D.1 or D.2 do not apply) and D.3 is not selected, the remaining options in section D.4-8 are inapplicable.

4. 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.4d must be based on creditable years of service.

5. 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: _____

6. 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.

7. 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.

8. Vesting Forfeitures

- a. Upon termination, nonvested account balances shall be forfeited
- as soon as administratively feasible
 - other timeframe: _____
- b. Upon receiving a distribution, the nonvested portion of the account shall be forfeited
- as soon as administratively feasible
 - other timeframe: _____

NOTE: The other timeframes must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

9. Forfeitures and Re-employment

- a. forfeited account balances shall be restored and continue to vest (select any of the following if applicable)
- only if the period of severance was less than or equal to the following period 6 months
 - only to the extent the vested account balance was not distributed
 - only to the extent the vested distributed account balance is restored to the Plan
- b. forfeited account balances shall not be restored

10. Use of Forfeitures

Forfeitures will be used in the following manner (Articles 5 and 6):

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

NOTE: If D.10a is selected, forfeitures may be allocated in any manner at the discretion of the Plan Administrator.

NOTE: D.10b is limited to one or a combination of the options described in D.10a, may be used to further restrict the uses of forfeitures, and must be applied in a consistent and nondiscriminatory manner.

11. 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): See Addendum referencing Section D.11. for special provisions related to rehired Employees

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): _____
- b. Later of attainment of age _____ or the _____ anniversary of Plan participation.
- c. Other: Participant's Retirement Eligibility Date. Retirement Eligibility Date means the date on which a Participant's age plus Retirement Years of Service equals 60. For purposes of determining a Participant's Retirement Eligibility Date an employee's next age will be attained six (6) months prior to his birthday. Retirement Years of Service round up at the 6-month point. No Participant shall be eligible for Retirement with the Health Package unless they are 100% vested. Participants must have the Health Package in place at the time of Retirement to be eligible to continue it. Rules for receiving Retirement Years of Service credit are set forth in the Addendum referencing Section E.1.c. Attainment of Retirement Eligibility Date will not result in immediate 100% vesting. Participants meeting the requirements of these provisions will remain subject to the Plan's vesting schedules.

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: Subject to approval by the Oklahoma County Retirement Board of Trustees, Retirees may also elect distributions in the form of: (1) Installments (monthly, quarterly or annual) over a period not to exceed the joint life expectancy of the Participant and his Beneficiary; or (2) partial distributions.

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

b. 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): \$_____
- 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: \$ _____
- 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.

Retirement/Hardship/Age

1. Normal/Early Retirement

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

NOTE: If the Normal Retirement Age or Early Retirement Age is less than age 59-1/2 and in-service is selected, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

2. Hardship

Hardship withdrawals are allowed as follows (Section 8.01):

- a. None
- b. All Accounts.
- c. Selected Accounts
 - i. Mandatory Employee Contribution Account
 - ii. Mandatory After-tax Employee Contribution Account
 - iii. Matching Account
 - iv. Non-Elective Contribution Account
 - v. Grandfathered 401(k) Contribution Account
 - vi. Voluntary Contribution Account
 - vii. Rollover Contribution Account
 - viii. Transfer Account
 - ix. Other: _____
- d. The criteria used in determining whether a Participant is entitled to receive a Hardship withdrawal:
 - i. Safe Harbor criteria set forth in Section 8.01(b)
 - ii. Non Safe Harbor criteria set forth in Section 8.01(c)
- e. More flexible Hardship criteria applies to permitted Account(s)
 - i. Use criteria specified in Section 8.01(c)
 - ii. Use criteria specified in Section 8.01(c) with the following additional criteria or modifications: _____
- f. Expand the Hardship criteria to include the Beneficiary of the Participant
- g. If a Participant may receive a Hardship withdrawal from his Grandfathered 401(k) Contribution Account, permit Hardship withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:
 - i. Yes
 - ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No
- h. Other limitations on Hardship withdrawals: _____

NOTE: If F.2a is selected, F.2b through F.2h do not apply.

NOTE: F.2e only applies if Hardship withdrawals are permitted from Accounts not subject to Treas. Reg. 1.401(k)-1(d) (Accounts specified in F.2cii-vi to the extent applicable and selected above). If F.2e is selected, the requirements of Section 8.01(b)(2) shall not apply, the amount of the hardship distribution may not exceed the Participant's vested interest under the applicable Account and the requirements of Revenue Ruling 71-224 and any superseding guidance shall apply.

NOTE: F.2f only applies if the Plan provides for in-service withdrawals on account of Hardship and uses the safe harbor criteria for Hardship determinations. If F.2f is selected, Hardship distributions may be made for a primary Beneficiary for expenses described in Treas. Reg. sections 1.401(k)-1(d)(3)(iii)(B)(1), (3), or (5) (relating to medical, tuition, and funeral expenses, respectively). A "primary Beneficiary" is an individual who is named as a Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

NOTE: F.2g only applies if A.8d or A.8e is selected, (Grandfathered Roth 401(k) Contributions are permitted).

NOTE: Any limitations in F.2h (such as limits on the number of withdrawals per year or minimum amount of distributions) must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

3. Specified Age and Service

- a. In-service withdrawals are allowed on attainment of age _____ and _____ service (Section 8.02):
- i. None
 - ii. All Accounts
 - iii. Selected Accounts
- b. If Selected Accounts is selected, specified age and service withdrawals may be made from the following Accounts:
- i. Mandatory Employee Contribution Account
 - ii. Mandatory After-tax Employee Contribution Account
 - iii. Matching Account
 - iv. Non-Elective Contribution Account
 - v. Grandfathered 401(k) Contribution Account
 - vi. Voluntary Contribution Account
 - vii. Rollover Contribution Account
 - viii. Transfer Account
 - ix. Other: _____
- c. If a Participant may receive a withdrawal upon the attainment of a specified age and service from his Grandfathered 401(k) Contribution Account, permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:
- i. Yes
 - ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
 - iii. No

NOTE: F.3b only applies if F.3a.iii is selected.

NOTE: If F.3a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

NOTE: F.3c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.3a.ii or F.3a.iii and F.3b.v is selected.

4. Specified Age

- a. In-service withdrawals are allowed on attainment of age _____(Section 8.02):
- i. None
 - ii. All Accounts
 - iii. Selected Accounts
- b. If Selected Accounts is selected, specified age withdrawals may be made from the following Accounts:
- i. Mandatory Employee Contribution Account
 - ii. Mandatory After-tax Employee Contribution Account
 - iii. Matching Account
 - iv. Non-Elective Contribution Account
 - v. Grandfathered 401(k) Contribution Account
 - vi. Voluntary Contribution Account
 - vii. Rollover Contribution Account
 - viii. Transfer Account
 - ix. Other: _____
- c. If a Participant may receive a withdrawal upon the attainment of a specified age from his Grandfathered 401(k) Contribution Account,

permit such withdrawals from the Participant's Grandfathered Roth 401(k) Contribution Account subject to the same terms and conditions as apply to the Participant's Grandfathered 401(k) Contribution Account:

- i. Yes
- ii. Yes - only if the withdrawal from the Grandfathered Roth 401(k) Contribution Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2)
- iii. No

NOTE: F.4b only applies if F.4a.iii is selected.

NOTE: If F.4a is less than age 59-1/2, Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2.

NOTE: F.4c only applies if A.8e is selected (Grandfathered Roth 401(k) Contributions are permitted) and F.4a.ii or F.4a.iii and F.4b.v is selected.

Other Withdrawals

5. Withdrawals After Period of Participation

- a. Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account after _____ years of Participation
- b. Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account after _____ years of Participation

NOTE: F.5a-b may not be less than five.

6. Withdrawals After Period of Accumulation

- a. Matching Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Matching Contribution Account on funds held for _____ years.
- b. Non-Elective Contributions (Section 8.03(a)). In-service withdrawals are allowed from a Participant's Non-Elective Contribution Account on funds held for _____ years.

NOTE: F.6a-b may not be less than two.

7. 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

8. Military Distributions

- Qualified Reservist Distributions are permitted (Section 8.03(c))
- Deemed Severance Distributions are permitted (Section 8.03(d))

NOTE: F.8 only applies to Grandfathered 401(k) Contributions.

9. Disability

- Allow distributions upon Disability.

NOTE: If distributions upon Disability is selected, the Grandfathered 401(k) Contribution Accounts may not be distributed unless a severe disability equivalent to A.14a. has occurred. A severe disability equivalent to A.14a is as follows: 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.

10. Other (Section 8.03(e))

- Other in-service distributions are permitted as follows: _____

NOTE: The other in-service distributions described must be definitely determinable and may not be specified in a manner that is subject to Employer discretion.

11. Vesting Status for In-service Withdrawals

- In-service withdrawals otherwise permitted under Section F are allowed only if the distributing Account is fully vested.

12. 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.10).

Grandfathered Roth 401(k) Rollovers and Transfers

13. In-Plan Roth Rollovers

SECTION F. IN-SERVICE WITHDRAWALS

- a. If the Plan allows for Grandfathered Roth 401(k) Contributions, In-Plan Roth Rollovers are permitted (Section 4.04(b)):
 - i. No
 - ii. Yes - no limitations
 - iii. Yes - only if the Plan otherwise allows for the distribution/in-service withdrawal
 - iv. Yes - all distributions/in-service withdrawals permitted under the Code even if not otherwise provided under the Plan and upon the attainment of age: _____
 - v. Yes - limitations or conditions apply: _____
- b. In-Plan Roth Rollovers are permitted from partially vested accounts
- c. Indicate method of preserving Code section 411(d)(6) protected benefits:
 - i. Distributions from the In-Plan Roth Rollover Account are permitted at any time
 - ii. Preserve existing distributions/in-service withdrawals rights for each Account
 - iii. Other: _____

NOTE: To prevent terminated Employees from taking an In-Plan Roth Rollover or to limit In-Plan Roth Rollovers to a nondiscriminatory class, choose "limitations or conditions apply" and describe the circumstances under which Participants can take an In-Plan Roth Rollover.

NOTE: In-Plan Roth Rollovers may only be permitted for eligible distributions that are also eligible rollover distributions (as defined in Code section 402(c)(4)).

NOTE: Grandfathered 401(k) Contributions shall not be eligible for withdrawal until the Participant attains age 59-1/2 irrespective of F.13a.iii, an age entered under F.13a.iv, or other limitation under F.13a.v.

14. In-Plan Roth Transfers

If the Plan allows for Roth contributions, In-Plan Roth Transfers are permitted (Section 4.04(c)):

- a. No
- b. Yes
- c. Yes - limitations or conditions apply: _____

NOTE: Assets included in an In-Plan Roth Transfer will retain the restrictions on distribution the assets had before such transfer.

NOTE: Any limitations or conditions in F.14c must be objectively determinable and may not be specified in a manner that is subject to Employer discretion.

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. Matching Account
 - iv. Non-Elective Contribution Account
 - v. Grandfathered 401(k) Contribution Account
 - vi. Voluntary Contribution Account
 - vii. Rollover Contribution Account
 - viii. Transfer Account
 - ix. 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: each business day with the exception of individual brokerage account investments. Individual brokerage account investments, which are credited and charged with the earnings and losses each account generates, will be valued at least annually (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: Oklahoma County Retirement Board
 - 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: Oklahoma County Retirement Board
 - 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 #001, 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, BOKF, NA may be contacted at P.O. Box 880, Tulsa, OK 74101; 918-588-6754.

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 30 day of October, 2023.

OKLAHOMA COUNTY:

Signature: Brian Maughan

Print Name: Brian Maughan

Title/Position: Chairman of the Retirement Board

Attest:

Manina J. J. J. J. 

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).

Adoption Agreement Section B.1a: Eligible Employees

Oklahoma County Employees who have satisfied the requirements to be classified as a Full Time Employee pursuant to the terms of the Oklahoma County Employee Handbook will be Eligible Employees under the Plan. The following will also be considered Eligible Employees of the Plan:

- 1) Employees of the Oklahoma County Public Defender's Office who are designated by the Oklahoma County Public Defender's office as Full Time Employees.
- 2) Employees of the Oklahoma County Criminal Justice Authority who satisfy the requirements to be classified as Full Time Employees pursuant to the terms of the Oklahoma County Employee Handbook.

Adoption Agreement Section B.10a and 10b; Basic Plan Document Article 3, Section 3.05: Termination and Rehires

Eligibility for Rehired Employees:

Amended to read as follows:

For purposes of this Section, Break in Service shall mean a period of twelve consecutive months during which an Employee is not a Full Time Employee of Oklahoma County or another participating employer. In determining whether a Break in Service has occurred, any period of unpaid leave under the Family Medical Leave Act shall not be counted. A Break in Service shall also occur if all or part of a Participant's Account is distributed to such Participant due to their Termination of Employment.

Non-Retiree Rehired Employees:

- 1) Re-employment prior to a Break in Service. Any terminated Participant who has not been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer without incurring a Break in Service, shall (1) resume or become a Participant immediately upon his rehire date provided the individual had satisfied the Plan's eligibility requirements, including passing an Entry Date, before their Termination Date, or (2) be eligible to participate as of the later of the effective date of the individual's reemployment or the date the individual meets the Plan's eligibility requirements.
- 2) Re-employment following a Break in Service. Any terminated Participant who has not been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer following a Break in Service, but who is 100% vested, shall resume or become a Participant immediately upon his rehire date provided the individual had satisfied the Plan's eligibility requirements, including passing an Entry Date, before their Termination Date. Any terminated Participant re-employed by Oklahoma County, or other participating employer, following a Break in Service, who is not 100% vested will be treated as a new hire and subject to the policies, terms and conditions of the Plan, including vesting schedules and retirement policies.

Retiree Rehired Employees:

Any Retired Employee of Oklahoma County or any other participating employer who is re-employed by Oklahoma County or another participating employer as a Full Time Employee will be treated as a new hire and subject to the policies, terms and conditions of the Plan, including vesting schedules, health coverages and retirement policies. A separate Contribution Account will be established for each such rehired retiree, in which Retirement contributions made after the Retiree's date of reemployment will be contributed.

Adoption Agreement Section D.11: Special Vesting Provisions

The second paragraph under Year of Vesting Service Definition under Basic Plan Document Article 2 is replaced with the following provisions:

For purposes of this Section, Break in Service shall mean a period of twelve consecutive months during which an Employee is not a Full Time Employee of Oklahoma County or another participating employer. In determining whether a Break in Service has occurred, any period of unpaid leave under the Family Medical Leave Act shall not be counted. A Break in Service shall also occur if all or part of a Participant's Account is distributed to such Participant due to their Termination of Employment.

Non-Retiree Rehired Employees:

1) Re-employment prior to a Break in Service. All Years of Vesting Service with Oklahoma County or a participating Employer shall be taken into account for any terminated Participant who has not been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer without incurring a Break in Service. Account Balances forfeited at termination will be reinstated if the Participant is rehired within 6 months from their date of termination. Account Balances forfeited at termination will not be reinstated if the Participant is rehired after 6 months from their date of termination.

2) Re-employment following a Break in Service. Years of Vesting Service with Oklahoma County or a participating Employer earned prior to any Break in Service by a terminated Participant who has not been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer following a Break in Service and who is not 100% vested will not be counted and such Employee will be treated as a new hire for vesting purposes. Account Balances forfeited at termination will not be reinstated.

All Years of Vesting Service with Oklahoma County or a participating Employer shall be taken into account for any terminated Participant who has not been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer, but who is 100% vested.

Retiree Rehired Employees:

Years of Vesting Service with Oklahoma County or a participating Employer earned prior to any Break in Service by a terminated Participant who has been classified as a Retiree by the Retirement Board and who renews employment as a Full Time Employee with Oklahoma County or a participating Employer will not be counted and such Employee will be treated as a new hire for vesting purposes.

Adoption Agreement Section E.1c: Retirement Years of Service

1) General Rule. An Employee shall accrue one year of Retirement Service for each twelve months within which he or she is classified as a Full Time Employee by the County.

2) Additional Credit. An Employee who is 100% vested in their Account balance under the Plan and who provides such documentation as may be requested by the Retirement Board may be granted additional credit for determining Retirement Years of Service, for the following:

a) Credit for Prior Service with Oklahoma County or Other Participating Employer. Any former Employee of Oklahoma County or other participating Employer, who incurs a Break-in-Service, may receive credit for Retirement Years of Service prior to such Break-in-Service which can only be used to determine the Employee's Retirement Eligibility Date.

b) Other Governmental Service Credit. Other full time employment from any City, other County or State agency within the State of Oklahoma and/or federal government shall entitle the Plan Participant to receive credit under this Plan for up to seven (7) years of said service, provided the Participant is not eligible for or cannot receive credit for such service in any city, state or federal retirement system. The Participant must submit a written affidavit from such prior employer attesting to the time the Participant was employed and that such time will not result in credit for such service under another retirement system. Any credit for such time can only be used to apply toward retirement eligibility.

c) Annual Leave. Retirement Service for each Plan Year shall include the number of hours of unused Annual Leave to which Employee is entitled as of the end of the Plan Year, during which an Employee's employment with the County or other participating Employer terminates subject to the following:

(1) Hours of Annual Leave will not be credited to an Employee more than once, therefore if Hours of unused Annual Leave are used to credit an Employee with a Year of Retirement Service such hours when taken by the Employee shall not be counted as

Retirement Service; and

(2) The maximum accrued but unused Annual Leave to be credited to achieve retirement eligibility for an employee with zero (0) to five (5) full years of service determined without counting any days of unused Annual Leave is thirty (30) days, and (3) beginning with the completion of the fifth year and beyond, the maximum accrued but unused Annual Leave to be credited to achieve retirement eligibility is forty-five (45) days.

In addition, employees will receive payment for accrued but unused Annual Leave upon employment termination, Unused Annual Leave cannot be used to extend the Employment Termination Date. Any credit for such time can only be used to apply toward retirement eligibility.

d) Credit for Military Service under USERRA. Pursuant to the requirements of the Uniformed Services Employment and Reemployment Rights Act of 1994, Participant returning to employment with the County or other participating Employer under Uniformed Service as set forth in section 414(u) of the Code shall be granted Retirement Service for all periods of Uniformed Service in accordance with the requirements and provisions of Section 414(u) of the Code.

e) Unpaid Leave of Absence. All periods of unpaid leave (including periods when Workers Compensation was received) which were not paid are excluded unless the Employee has made appropriate payment into the Retirement Fund. For purposes of this provision, the amount of contribution required to be made by a Participant in order to cause a period of unpaid leave to be counted for purposes of determining retirement eligibility hereunder shall be equal to the monthly contribution made by the County or other participating Employer for the month preceding the period of unpaid leave of absence times the number of months during the leave of absence.

f) Calculations of creditable Retirement Service time.

1) Any reference in this Plan to an Employee's Months of Service is based upon months and days an Eligible Employee received Compensation as a Full Time Employee.

2) A Month of Service means any full month beginning on the Employee's date of hire during which a Employee is compensated as a Full Time Employee. For purposes of measuring Months of Service, a month shall begin on the day an Employee is hired and end on the day prior to the day in succeeding months which coincide with the day of hire unless such day does not exist in such succeeding month, in which case the month shall end on the last day of such succeeding month. This definition is illustrated by the following, if an Employee is hired on the 30th day of the month, his Months of Service will be measured from the 30th of each month to the 29th of the next month except for Februarys with only 28 days, in which case the month will be measure from January 30th to February 28th.

3) The expiration of the term of office of an elected official shall not be considered as interrupting continuity of employment, provided the official is re-elected for a consecutive term.

Adoption Agreement Section G.2b.: Individual Brokerage Accounts

Participants or Beneficiaries may establish individual brokerage accounts pursuant to the written procedures set forth by the Plan Administrator.

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)(l).

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: _____.

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)(I) 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.