

ADOPTION AGREEMENT FOR
ONEAMERICA FINANCIAL PARTNERS, INC.
NON-STANDARDIZED
GOVERNMENTAL 401(a) PRE-APPROVED PLAN

The undersigned Employer adopts the OneAmerica Financial Partners, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan and elects the following provisions:

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

EMPLOYER INFORMATION

1. EMPLOYER'S NAME, ADDRESS, TELEPHONE NUMBER, TIN AND FISCAL YEAR

Name: The County of Galveston, Texas

Address: 722 Moody Avenue, 3rd Floor Street

Galveston City Texas State 77550 Zip

Telephone: (409) 770-5418

Taxpayer Identification Number (TIN): 74-6000908

Employer's Fiscal Year ends: December 31

2. TYPE OF GOVERNMENTAL ENTITY. This Plan may only be adopted by a state or local governmental entity, or agency thereof, including an Indian tribal government and may not be adopted by any other entity, including a federal government and any agency or instrumentality thereof.

- a. [] State government or state agency
b. [X] County or county agency
c. [] Municipality or municipal agency
d. [] Indian tribal government (see Note below)

NOTE: An Indian tribal government may only adopt this Plan if such entity is defined under Code §7701(a)(40), is a subdivision of an Indian tribal government as determined in accordance with Code §7871(d), or is an agency or instrumentality of either, and all of the Participants under this Plan employed by such entity substantially perform services as an Employee in essential governmental functions and not in the performance of commercial activities (whether or not an essential government function).

3. PARTICIPATING EMPLOYERS (Plan Section 1.39). Will any other Employers adopt this Plan as Participating Employers?
a. [X] No
b. [] Yes

MULTIPLE EMPLOYER PLAN (Plan Article XI). Will any Employers who are not Affiliated Employers adopt this Plan as part of a multiple employer plan (MEP) arrangement?

- c. [X] No
d. [] Yes (Complete a Participation Agreement for each Participating Employer.)

PLAN INFORMATION

4. PLAN NAME:

Galveston County Employees' Social Security Replacement Plan

5. PLAN STATUS

- a. [X] New Plan
b. [] Amendment and restatement of existing Plan
CYCLE 3 RESTATEMENT (leave blank if not applicable)
1. [] This is an amendment and restatement to bring a plan into compliance with the legislative and regulatory changes set forth in IRS Notice 2017-37 (i.e., the 6-year pre-approved plan restatement cycle).

6. EFFECTIVE DATE (Plan Section 1.16) (complete a. if new plan; complete a. AND b. if an amendment and restatement)
Initial Effective Date of Plan (hereinafter called the "Effective Date" unless 6.b. is entered below.)
- a. January 3, 2025 (enter month day, year. **NOTE:** The initial effective date cannot be earlier than the first day of the first plan year in which the plan is adopted.)

Restatement Effective Date. If this is an amendment and restatement, the effective date of the restatement (hereinafter called the "Effective Date") is:

- b. _____ (enter month day, year. **NOTE:** The restatement effective date may not be prior to the first day of the current Plan Year. Plan contains appropriate retroactive effective dates with respect to provisions for appropriate laws.)

7. PLAN YEAR (Plan Section 1.43) means, except as otherwise provided in d. below:

- a. the calendar year
 b. the twelve-month period ending on _____ (e.g., June 30th)

SHORT PLAN YEAR (Plan Section 1.47). This is a Short Plan Year (for participation see Note under Question 14):

- c. N/A
 d. beginning on January 3, 2025 (enter month day, year; e.g., July 1, 2020) and ending on December 31, 2025 (enter month day, year).

8. VALUATION DATE (Plan Section 1.53) means:

- a. every day that the Trustee, any transfer agent appointed by the Trustee or the Employer, and any stock exchange used by such agent are open for business (daily valuation)
 b. the last day of each Plan Year
 c. the last day of each Plan Year quarter
 d. other (specify day or days): _____ (must be at least once each Plan Year)

NOTE: The Plan always permits interim valuations.

9. ADMINISTRATOR'S NAME, ADDRESS AND TELEPHONE NUMBER
 (If none is named, the Employer will be the Administrator (Plan Section 1.2).)

- a. Employer (use Employer address and telephone number)
 b. The Committee appointed by the Employer (use Employer address and telephone number)
 c. Other:

Name: _____

Address: _____
Street

_____ City _____ State _____ Zip

Telephone: _____

10. TYPE OF PLAN (select one)

- a. Profit Sharing Plan.
 b. Money Purchase Pension Plan.

11. CONTRIBUTION TYPES

The selections made below must correspond with the selections made under the Contributions and Allocations Section of this Adoption Agreement.

FROZEN PLAN OR CONTRIBUTIONS HAVE BEEN SUSPENDED (Plan Section 4.1(c)) (optional)

- a. This is a frozen Plan (i.e., all contributions cease) (if this is a temporary suspension, select a.2):
1. All contributions ceased as of, or prior to, the effective date of this amendment and restatement and the prior Plan provisions are not reflected in this Adoption Agreement (may enter effective date at 3. below and/or select contributions at b. - f. (optional), skip questions 13-18 and 22-30)
 2. All contributions ceased or were suspended and the prior Plan provisions are reflected in this Adoption Agreement (must enter effective date at 3. below and select contributions at b. - f.)

Effective date

3. as of _____ (effective date is optional unless a.2. has been selected above or this is the amendment or restatement to freeze the Plan).

CONTRIBUTIONS

The Plan permits the following contributions (select one or more):

- b. **Employer contributions other than matching** (Questions 24-25)
 - 1. This Plan qualifies as a Social Security Replacement Plan (Question 24.e. must be selected)
- c. **Employer matching contributions** (Questions 26-28)
- d. **Mandatory Employee contributions** (Question 30)
- e. **After-tax voluntary Employee contributions**
- f. **Rollover contributions** (Question 36)

ELIGIBILITY REQUIREMENTS

- 12. **ELIGIBLE EMPLOYEES** (Plan Section 1.17) means all Employees (including Leased Employees) EXCEPT those Employees who are excluded below or elsewhere in the Plan: (select a. or b.)
 - a. **No excluded Employees.** There are no additional excluded Employees under the Plan (skip to Question 13).
 - b. **Exclusions.** The following Employees are not Eligible Employees for Plan purposes (select one or more):
 - 1. Union Employees (as defined in Plan Section 1.17(c))
 - 2. Nonresident aliens (as defined in Plan Section 1.17(d))
 - 3. Leased Employees (Plan Section 1.29)
 - 4. Part-time Employees. A part-time Employee is an Employee whose regularly scheduled service is less than _ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
 - 5. Temporary Employees. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
 - 6. Seasonal Employees. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
 - 7. Other: _____ (must be definitely determinable under Regulation §1.401-1(b). Exclusions may be employment title specific but may not be by individual name)
- 13. **CONDITIONS OF ELIGIBILITY** (Plan Section 3.1)
 - a. **No age and service required.** No age and service required for all Contribution Types (skip to Question 14).
 - b. **Eligibility.** An Eligible Employee will be eligible to participate in the Plan upon satisfaction of the following (complete c. and d., select e. and f. if applicable):

Eligibility Requirements

- c. **Age Requirement**
 - 1. No age requirement
 - 2. Age 20 1/2
 - 3. Age 21
 - 4. Age _____ (may not exceed 26)
- d. **Service Requirement**
 - 1. No service requirement
 - 2. _____ (not to exceed 60) months of service (elapsed time)
 - 3. 1 Year of Service
 - 4. _____ (not to exceed 5) Years of Service
 - 5. _____ consecutive month period from the Eligible Employee's employment commencement date and during which at least _____ Hours of Service are completed.
 - 6. _____ consecutive months of employment.
 - 7. Other: _____ (e.g., date on which 1,000 Hours of Service is completed within the computation period) (must satisfy the Notes below)

NOTE: If c.4. or d.7. is selected, the condition must be an age or service requirement that is definitely determinable and may not exceed age 26 and may not exceed 5 Years of Service.

NOTE: Year of Service means Period of Service if the elapsed time method is chosen.

Waiver of conditions. The service and/or age requirements specified above will be waived in accordance with the following (leave blank if there are no waivers of conditions):

- e. If employed on _____ the following requirements, and the entry date requirement, will be waived. The waiver applies to any Eligible Employee unless 3. selected below. Such Employees will enter the Plan as of such date (select 1. and/or 2. AND 3. if applicable):
 - 1. service requirement (may let part-time Eligible Employees into the Plan)
 - 2. age requirement
 - 3. waiver is for: _____ (must be definitely determinable)

Amendment or restatement to change eligibility requirements

- f. This amendment or restatement modified the eligibility requirements and the prior eligibility conditions continue to apply to the Eligible Employees specified below. If this option is NOT selected, then all Eligible Employees must satisfy the eligibility conditions set forth above.
 - 1. The eligibility conditions above only apply to Eligible Employees who were not Participants as of the effective date of the modification.
 - 2. The eligibility conditions above only apply to individuals who were hired on or after the effective date of the modification.

14. **EFFECTIVE DATE OF PARTICIPATION (ENTRY DATE) (Plan Section 3.2)**

An Eligible Employee who has satisfied the eligibility requirements will become a Participant in the Plan as of the:

- a. date such requirements are met
- b. first day of the month coinciding with or next following the date on which such requirements are met
- c. first day of the Plan Year quarter coinciding with or next following the date on which such requirements are met
- d. earlier of the first day of the Plan Year or the first day of the seventh month of the Plan Year coinciding with or next following the date on which such requirements are met
- e. first day of the Plan Year coinciding with or next following the date on which such requirements are met
- f. first day of the Plan Year in which such requirements are met
- g. first day of the Plan Year in which such requirements are met, if such requirements are met in the first 6 months of the Plan Year, or as of the first day of the next succeeding Plan Year if such requirements are met in the last 6 months of the Plan Year.
- h. other: _____ (must be definitely determinable)

NOTE: For a Short Plan Year, if the effective date of participation is based on a Plan Year, the first entry date will be the first day of the Short Plan Year and each subsequent entry date will follow the entry date sequence selected in Question 14 based on what will be the new full Plan Year (e.g., Short Plan Year May 1, 2019 to December 31, 2019 with Plan Year quarter entry dates. Short Plan Year entry dates will be May 1, 2019, July 1, 2019 and October 1, 2019).

SERVICE

15. **RECOGNITION OF SERVICE WITH OTHER EMPLOYERS (Plan Sections 1.40 and 1.55)**

- a. No service with other employers is recognized except as otherwise required by law (e.g., the Plan already provides for the recognition of service with Employers who have adopted this Plan as well as service with Affiliated Employers and predecessor Employers who maintained this Plan; skip to Question 16).
- b. Prior service with the designated employers is recognized as follows (complete c. and select one or more of c.1. – c.3.; choose other options as applicable) (if more than 3 employers, complete the appropriate Section of Appendix A to the Adoption Agreement (Special Effective Dates and Other Permitted Elections):

	1.	2.	3.
Other Employer	Eligibility	Vesting	Contribution Allocation
c. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
d. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
e. <input type="checkbox"/> Employer name: _____	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Limitations

- f. The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)
- g. The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

NOTE: If the other Employer(s) maintained this qualified Plan, then Years (and/or Periods) of Service with such Employer(s) must be recognized pursuant to Plan Sections 1.40 and 1.55 regardless of any selections above.

16. **SERVICE CREDITING METHOD (Plan Sections 1.40 and 1.55)**

NOTE: Except for the selections made in this Section, the provisions set forth in the definition of Year of Service in Plan Section 1.55 will apply, including the following defaults:

- 1. A Year of Service means completion of at least 1,000 Hours of Service during the applicable computation period.

2. Hours of Service (Plan Section 1.24) will be based on actual Hours of Service except that for Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees), the monthly equivalency will be used.
 3. For eligibility purposes, the computation period will be as defined in Plan Section 1.55 (i.e., shift to the Plan Year if the eligibility condition is one (1) Year of Service or less).
 4. For vesting, allocation, and distribution purposes, the computation period will be the Plan Year.
 5. Upon an Employee's rehire, all prior service with the Employer is taken into account for all purposes.
- a. **Elapsed time method.** (Period of Service applies instead of Year of Service) Instead of Hours of Service, elapsed time will be used for:
1. all purposes (skip to Question 17)
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions
- b. **Alternative definitions for the Hours of Service method.** Instead of the defaults, the following alternatives will apply for the Hours of Service method (select one or more):
1. **Eligibility computation period.** Instead of shifting to the Plan Year, the eligibility computation period after the initial eligibility computation period will be based on each anniversary of the date the Employee first completes an Hour of Service
 2. **Vesting computation period.** Instead of the Plan Year, the vesting computation period will be the date an Employee first performs an Hour of Service and each anniversary thereof.
 3. **Equivalency method.** Instead of using actual Hours of Service, an equivalency method will be used to determine Hours of Service for:
 - a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distribution and contributions

Such method will apply to:

 - c. all Employees
 - d. Employees for whom records of actual Hours of Service are not maintained or available (e.g., salaried Employees)
 - e. other: _____ (e.g., per-diem Employees only)

Hours of Service will be determined on the basis of:

 - f. days worked (10 hours per day)
 - g. weeks worked (45 hours per week)
 - h. semi-monthly payroll periods worked (95 hours per semi-monthly pay period)
 - i. months worked (190 hours per month)
 - j. bi-weekly payroll periods worked (90 hours per bi-weekly pay period)
 - k. other: _____ (e.g., option f. is used for per-diem Employees and option g. is used for on-call Employees).
4. **Number of Hours of Service required.** Instead of 1,000 Hours of Service, Year of Service means the applicable computation period during which an Employee has completed at least _____ Hours of Service for:
- a. all purposes
 - b. the following purposes (select one or more):
 1. eligibility to participate
 2. vesting
 3. allocations, distributions and contributions
- c. **Alternative for counting all prior service.** Instead of the default which recognizes all prior service for rehired Employees, the Plan will not recognize prior service and rehired Employees are treated as new hires for the following purposes: (select one)
1. all purposes
 2. the following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. sharing in allocations or contributions
 3. other: _____ (must be definitely determinable).

- d. **Other service crediting provisions:** _____ (must be definitely determinable; e.g., for vesting a Year of Service is based on 1,000 Hours of Service but for eligibility a Year of Service is based on 900 Hours of Service.) This servicing credit provision will be used for:
1. All purposes
 2. The following purposes (select one or more):
 - a. eligibility to participate
 - b. vesting
 - c. allocations, distributions and contributions

VESTING

17. VESTING OF PARTICIPANT'S INTEREST – EMPLOYER CONTRIBUTIONS (Plan Section 6.4(b))
- a. N/A (no Employer contributions; skip to Question 19)
 - b. The vesting provisions selected below apply. Section B of Appendix A can be used to specify any exceptions to the provisions below.

Vesting for Employer contributions other than matching contributions

- c. N/A (no Employer contributions (other than matching contributions); skip to f.)
- d. 100% vesting. Participants are 100% Vested in Employer contributions (other than matching contributions) upon entering Plan.
- e. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer contributions (other than matching contributions):
 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 5. Other graded vesting schedule (must provide for full vesting no later than 20 years of service; add additional lines as necessary (subject to Plan Section 6.4(b)))

Years (or Periods) of Service	Percentage
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%
_____	_____%

Vesting for Employer matching contributions

- f. N/A (no Employer matching contributions)
- g. The schedule above will also apply to Employer matching contributions.
- h. 100% vesting. Participants are 100% Vested in Employer matching contributions upon entering Plan.
- i. The following vesting schedule, based on a Participant's Years of Service (or Periods of Service if the elapsed time method is selected), applies to Employer matching contributions:
 1. 6 Year Graded: 0-1 year-0%; 2 years-20%; 3 years-40%; 4 years-60%; 5 years-80%; 6 years-100%
 2. 4 Year Graded: 1 year-25%; 2 years-50%; 3 years-75%; 4 years-100%
 3. 5 Year Graded: 1 year-20%; 2 years-40%; 3 years-60%; 4 years-80%; 5 years-100%
 4. Cliff: 100% vesting after _____ (not to exceed 15) years
 5. Other graded vesting schedule (must provide for full vesting no later than 20 years of service; add additional lines as necessary (subject to Plan Section 6.4(b)))

Years (or Periods) of Service	Percentage
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %
_____	_____ %

NOTE: If any part-time, seasonal, or temporary Employees who are not covered under Social Security are participating in this Plan as a Social Security Replacement Plan, any contributions used to satisfy the minimum contribution requirements of Question 24.e. will be subject to Plan Section 4.1(e).

18. **VESTING OPTIONS**

Excluded vesting service. The following Service will be disregarded for vesting purposes (select all that apply; leave blank if none apply):

- a. Service prior to the initial Effective Date of the Plan or a predecessor plan (as defined in Regulations §1.411(a)-5(b)(3))
- b. Service prior to
 - 1. the computation period in which an Employee has attained age _____.
 - 2. the date an Employee has attained age _____.
- c. Service during a period for which an Employee did not make mandatory Employee contributions.

Vesting for death, Total and Permanent Disability, Early/Normal Retirement and/or specific age. Regardless of the vesting schedule, a Participant will become fully Vested upon (select all that apply; leave blank if none apply):

- d. Death
- e. Total and Permanent Disability
- f. Early Retirement Date
- g. Normal Retirement Age
- h. Upon attainment of age _____

RETIREMENT AGES

19. **NORMAL RETIREMENT AGE ("NRA")** (Plan Section 1.33) means:

This Question 19 and Question 20 may be skipped if the Plan does not base any benefits, distributions or other features on Normal Retirement Age.

- a. **Specific age.** The date a Participant attains age 65 or the normal retirement age specified in the Employer's basic pension plan, if earlier.
- b. **Age/participation.** The later of the date a Participant attains age _____ or the _____ anniversary of the first day of the Plan Year in which participation in the Plan commenced
- c. **Other:** _____ (must be definitely determinable)

NOTE: If this is a Money Purchase Pension Plan and in-service distributions at Normal Retirement Age are permitted, then the Normal Retirement Age cannot be less than age 62, or age 50 if substantially all Participants are qualified public safety employees (as defined in Code §72(t)(1)). The "substantially all" requirement for qualified public safety employees will no longer be a requirement as of the effective date of the final regulations once they are issued & effective. If an age less than 62 is inserted (unless the age 50 safe harbor is applicable for a qualified public safety employee), no reliance will be afforded on the Opinion Letter issued to the Plan that such age is reasonably representative of the typical retirement age for the industry in which the Participants works. Effective for Employees hired during Plan Years beginning on or after the later of (1) January 1, 2015, or (2) the close of the first legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is three (3) months after the final regulations are published in the Federal Register, an NRA of less than age 62 must comply with the final regulations under §401(a).

Qualified public safety employees. Normal Retirement Age for public safety employees (as defined in Code §72(t)(1)) (leave blank if not applicable)

- d. Age _____ (may not be less than 50 for a Money Purchase Pension Plan or 40 for a Profit Sharing Plan)

20. **NORMAL RETIREMENT DATE** (Plan Section 1.34) means, with respect to any Participant, the:

- a. date on which the Participant attains "NRA"
- b. first day of the month coinciding with or next following the Participant's "NRA"
- c. Anniversary Date coinciding with or next following the Participant's "NRA"
- d. Other: _____ (e.g., first day of the month following the Participant's "NRA").

21. EARLY RETIREMENT DATE (Plan Section 1.15)
- a. N/A (no early retirement provision provided)
 - b. Early Retirement Date means the date on which a Participant satisfies the early retirement requirements. AND the early retirement requirements are:
 - 1. Participant attains age _____ AND, completes... (leave blank if not applicable)
 - a. at least _____ Years (or Periods) of Service for vesting purposes
 - b. at least _____ Years (or Periods) of Service for eligibility purposes
 - c. Early Retirement Date means: _____ (must be definitely determinable)

COMPENSATION

22. COMPENSATION with respect to any Participant is defined as follows (Plan Sections 1.10 and 1.23).

Base definition

- a. Wages, tips and other compensation on Form W-2
- b. Code §3401(a) wages (wages for withholding purposes)
- c. 415 safe harbor compensation

NOTE: Plan Section 1.10(c) provides that the base definition of Compensation includes deferrals that are not included in income due to Code §§401(k), 125, 132(f)(4), 403(b), 402(h)(1)(B)(SEP), 414(h)(2), & 457.

Determination period. Compensation will be based on the following "determination period" (this will also be the Limitation Year unless otherwise elected at option f. under Section B of Appendix A):

- d. the Plan Year
- e. the Fiscal Year coinciding with or ending within the Plan Year
- f. the calendar year coinciding with or ending within the Plan Year

Adjustments to Compensation (for Plan Section 1.10). Compensation will be adjusted by:

- g. **No adjustments** (skip to Question 23. below)
- h. **Adjustments.** Compensation will be adjusted by (select all that apply):
 - 1. excluding salary reductions (401(k), 125, 132(f)(4), 403(b), SEP, 414(h)(2) pickup, & 457)
 - 2. excluding reimbursements or other expense allowances, fringe benefits (cash or non-cash), moving expenses, deferred compensation (other than deferrals specified in 1. above) and welfare benefits.
 - 3. excluding Compensation paid during the "determination period" while not a Participant in the Plan.
 - 4. excluding Military Differential Pay
 - 5. excluding overtime
 - 6. excluding bonuses
 - 7. other: vacation and sick payouts will be excluded. (e.g., describe Compensation from the elections available above or a combination thereof as to a Participant group (e.g., no exclusions as to Division A Employees and exclude bonuses as to Division B Employees); and/or describe another exclusion (e.g., exclude shift differential pay)).

23. POST-SEVERANCE COMPENSATION (Plan Sections 1.10 and 1.23)

415 Compensation (post-severance compensation adjustments)

NOTE: Unless otherwise elected below, 415 Compensation as defined in Plan Section 1.23 shall include all post-severance compensation without applying the "administrative delay" rule (select all that apply; leave blank if none apply)

- a. The following post-severance Compensation adjustments will be made to 415 Compensation (select one or more):
 - 1. Leave cash-outs **will be excluded**
 - 2. Nonqualified unfunded deferred compensation **will be excluded**
 - 3. Disability continuation payments **will be excluded**
 - 4. Other: _____ (must be definitely determinable)

Plan Compensation (post-severance compensation adjustments)

- b. **Include all post-severance compensation.** Include all post-severance Compensation as defined in Plan Section 1.10 for allocation purposes.
- c. **Exclude all post-severance compensation.** Exclude all post-severance compensation as defined in Plan Section 1.10 for allocation purposes.
- d. **Post-severance adjustments.** The following post-severance Compensation adjustments will be made to Compensation for allocation purposes:
 - 1. Regular pay **will be excluded**
 - 2. Leave cash-outs **will be excluded**
 - 3. Nonqualified unfunded deferred compensation **will be excluded**
 - 4. Disability continuation payments **will be excluded**

5. Other: _____ (must be definitely determinable)

Disability Continuation Payments (if Disability Continuation Payments are not excluded above the Disability Continuation Payments apply only for participants who are nonhighly compensated employees unless elected below.)

- e. Disability continuation payments apply for all Participants and the salary continuation will continue for the following fixed or determinable period _____ and will apply to:
 - 1. Plan Compensation
 - 2. 415 Compensation

Administrative Delay

f. The last paycheck ("administrative delay") rule will be applied (amounts paid in the first few weeks of a Limitation Year due to administrative delay relate back to the prior Limitation Year).

Post-severance compensation special effective date (leave blank if not applicable)

- g. Post-severance compensation adjustments above for 415 Compensation are effective: _____
- h. Post-severance compensation adjustments above for Plan Compensation are effective: _____

CONTRIBUTIONS AND ALLOCATIONS

24. EMPLOYER CONTRIBUTIONS (OTHER THAN MATCHING CONTRIBUTIONS) (Plan Sections 4.1(a)(2) and 4.1(b)(3)) (skip to Question 26 if Employer contributions are NOT selected at Question 11.b.)

CONTRIBUTION FORMULA (select one or more of the following contribution formulas:)

- a. **Discretionary contribution (no groups).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make a discretionary contribution, to be determined by the Employer. Any such contribution will be allocated to each Participant eligible to share in allocations in the same ratio as each Participant's Compensation bears to the total of such Compensation of all Participants.
- b. **Discretionary contribution (Grouping method).** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may designate a discretionary contribution to be made on behalf of each Participant group selected below (only select 1. or 2.). The groups must be clearly defined in a manner that will not violate the definite predetermined allocation formula requirement of Regulation §1.401-1(b)(1)(ii). The Employer must notify the Administrator in writing of the amount of the Employer Contribution being given to each group.
 - 1. Each Participant constitutes a separate classification.
 - 2. Participants will be divided into the following classifications with the allocation methods indicated under each classification.

Definition of classifications. Define each classification and specify the method of allocating the contribution among members of each classification. Classifications specified below must be clearly defined in a manner that will not violate the definitely determinable allocation requirement of Regulation §1.401-1(b)(1)(ii).

Classification A will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification B will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification C will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Classification D will consist of _____
The allocation method will be: pro rata based on Compensation
 equal dollar amounts (per capita)

Additional Classifications: _____ (specify the classifications and which of the above allocation methods (pro rata or per capita) will be used for each classification).

NOTE: If more than four (4) classifications, the additional classifications and allocation methods may be entered under Additional Classifications above.

Determination of applicable group. If a Participant shifts from one classification to another during a Plan Year, then unless selected below, the Participant is in a classification based on the Participant's status as of the last day of the Plan Year, or if earlier, the date of termination of employment. If selected below, the Administrator will apportion the Participant's allocation during a Plan Year based on the following:

- a. Other: _____ (must be definitely determinable)

c. **Fixed contribution** equal to (only select one):

1. _____% of each Participant's Compensation for each:
 - a. Plan Year
 - b. calendar quarter
 - c. month
 - d. pay period
 - e. week
2. \$_____ per Participant.
3. \$_____ per Hour of Service worked while an Eligible Employee
 - a. up to _____ hours (leave blank if no limit)
4. other: a nonelective contribution for all benefit eligible and part-time Participants equal to 3.607% of Compensation for the Plan Year. The Employer will also make a nonelective contribution for all non-benefit eligible Participant's equal to 1.37% of Compensation for the Plan Year (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b).) **NOTE:** Under Question 24.c.4., the Employer may describe the allocation of Nonelective Contributions from the elections available under Question 24.c of this Adoption Agreement and/or a combination thereof as to a Participant group (e.g., a monthly contribution applies to Group A).

d. **Sick leave/vacation leave conversion.** The Employer will contribute an amount equal to an Employee's current hourly rate of pay multiplied by the Participant's number of unused accumulated sick leave and/or vacation days (as selected below). Only unpaid sick and vacation leave for which the Employee has no right to receive in cash may be included. In no event will the Employer's contribution for the Plan Year exceed the maximum contribution permitted under Code §415(c).

The following may be converted under the Plan: (select one or both):

1. Sick leave
2. Vacation leave

Eligible Employees. Only the following Participants shall receive the Employer contribution for sick leave and/or vacation leave (select 3. and/or 4; leave blank if no limitations provided, however, that this Plan may not be used to only provide benefits for terminated Employees)

3. **Former Employees.** All Employees terminating service with the Employer during the Plan Year and who have satisfied the eligibility requirements based on the terms of the Employer's accumulated benefits plans checked below (select all that apply; leave blank if no exclusions):
 - a. The Former Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours
4. **Active Employees.** Active Employees who have not terminated service during the Plan Year and who meet the following requirements (select all that apply; leave blank if no exclusions):
 - a. The Employee must be at least age _____ (e.g., 55)
 - b. The value of the sick and/or vacation leave must be at least \$_____ (e.g., \$2,000)
 - c. A contribution will only be made if the total hours is over _____ (e.g., 10) hours
 - d. A contribution will not be made for hours in excess of _____ (e.g., 40) hours

e. **Social Security Replacement Plan.** Except as provided below, the Employer will contribute an amount equal to 7.5% of each eligible Participant's Compensation for the entire Plan Year, reduced by mandatory Employee contributions that are picked-up under Code §414(h) and Employer contributions to this Plan actually contributed to the Participant's Account during such Plan Year. (may only be selected if Question 11.b.1. has also been selected)

AND, only the following Employees will NOT be eligible for the Social Security Replacement Plan contribution: (select all that apply)

1. Part-time Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A part-time Employee is an Employee whose regularly scheduled service is less than _____ Hours of Service in the relevant eligibility computation period (as defined in Plan Section 1.55).
2. Seasonal Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A seasonal Employee is an Employee who is categorized as a seasonal Employee on the Employer's payroll records.
3. Temporary Employees who are not otherwise covered by another qualifying public retirement system as defined for purposes of Regulation §31.3121(b)(7)-2. A temporary Employee is an Employee who is categorized as a temporary Employee on the Employer's payroll records.
4. Employees in elective positions (filled by an election, which may be by legislative body, board or committee, or by a jurisdiction's qualified electorate)

5. Other: _____ (any other group of Employees that is definitely determinable and not eligible for the Social Security Replacement Plan contribution).

The minimum contribution of 7.5% stated above will be satisfied by:

- a. the Employee only (specify the contribution at the mandatory Employee contributions Question 30)
 b. the Employer only
 c. both the Employee and the Employer.
 d. other: _____ (must be definitely determinable).

NOTE: If a. or c. above is selected, then the mandatory Employee contribution must be picked-up by the Employer at Question 30. Also, if b. or c. above is selected, then the allocation conditions in Question 25 below do not apply to the Employer contribution made pursuant to this provision.

- f. Other: _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension, it must not be a discretionary contribution formula). NOTE: Under Question 24.f., the Employer may only describe the allocation of Nonelective Contributions from the elections available under Question 24 and/or a combination thereof as to a Participant group or contribution type (e.g., pro rata allocation applies to Group A; contributions to other Employees will be allocated in accordance with the classifications allocation provisions of Plan Section 4.3 with each Participant constituting a separate classification).

25. ALLOCATION CONDITIONS (Plan Section 4.3). If 24.a., b., c., or f. is selected above, indicate requirements to share in allocations of Employer contributions (select a. OR b. and all that apply at c. - e.)

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 26).
 b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
Conditions for Participants NOT employed on the last day of the Plan Year
 1. A Participant must complete at least _____ Hours of Service if the actual hours/equivalency method is selected (or at least _____ months of service if the elapsed time method is selected).
 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 3. Participants will NOT share in the allocations, regardless of service.
 4. Participants will share in the allocations, regardless of service.
 5. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Conditions for Participants employed on the last day of the Plan Year

6. No service requirement.
 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 8. A Participant must complete at least _____ Hours of Service during the Plan Year.
 9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. above is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
 d. Total and Permanent Disability
 e. Termination of employment on or after Normal Retirement Age
 1. or Early Retirement Date

26. EMPLOYER MATCHING CONTRIBUTIONS (Plan Sections 4.1(a)(3), 4.1(b)(2) and 4.12). (skip to Question 29 if matching contributions are NOT selected at Question 11.c.) The Employer will (or may with respect to any discretionary contribution) make the following matching contributions:

- A. **Employee contributions taken into account.** For purposes of applying the matching contribution provisions below, the following amounts are being matched (hereafter referred to as "matched Employee contributions" (select one or more):
 a. Elective deferrals to a **457 plan**. Enter Plan name(s): _____
 b. Elective deferrals to a **403(b) plan**. Enter Plan name(s): _____
 c. Voluntary Employee Contributions
 d. Other: _____ (specify amounts that are matched under this Plan and are provided for within this Adoption Agreement)

B. **Matching Formula.** (select one)

e. **Fixed - uniform rate.** The Employer will make matching contributions equal to ____% (e.g., 50) of the Participant's "matched Employee contributions"

1. that do not exceed ____% of a Participant's Compensation (leave blank if no limit)

Additional matching contribution (choose 2. if applicable):

2. plus an additional matching contribution of a discretionary percentage determined by the Employer,

a. but not to exceed ____% of Compensation. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.

f. **Fixed - tiered.** The Employer will make matching contributions equal to a uniform percentage of each tier of each Participant's "matched Employee contributions", determined as follows:

NOTE: Fill in only percentages or dollar amounts, but not both. If percentages are used, each tier represents the amount of the Participant's applicable contributions that equals the specified percentage of the Participant's Compensation (add additional tiers if necessary):

Tiers of Contributions (indicate \$ or %)	Matching Percentage
First _____	_____%
Next _____	_____%
Next _____	_____%
Next _____	_____%

g. **Fixed - Years of Service.** The Employer will make matching contributions equal to a uniform percentage of each Participant's "matched Employee contributions" based on the Participant's Years of Service (or Periods of Service if the elapsed time method is selected), determined as follows (add additional tiers if necessary):

Years (or Periods) of Service	Matching Percentage
_____	_____%
_____	_____%
_____	_____%

For purposes of the above matching contribution formula, a Year (or Period) of Service means a Year (or Period) of Service for:

1. vesting purposes
2. eligibility purposes

h. **Discretionary Match** (select 1 or 2). (may not be elected if this Plan is a Money Purchase Pension Plan)

1. **Flexible Discretionary Match.** A "Flexible Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Except as specified below, the Employer retains discretion over the formula or formulas for allocating the Flexible Discretionary Match, including the Discretionary Matching Contribution rate or amount, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants or categories of Participants who will receive the allocation, and the time period applicable to any matching formula(s) (collectively, the "Flexible Discretionary Matching Formula"), except as the Employer otherwise elects in its Adoption Agreement. Such contributions will be subject to the Instructions and Notice requirement of Section 4.12, reproduced below.

Section 4.12 provides: INSTRUCTIONS TO ADMINISTRATOR AND NOTIFICATION TO PARTICIPANTS. For Plan Years beginning after the end of the Plan Year in which this document is first adopted, if a "Flexible Discretionary Match" contribution formula applies (i.e., a formula that provides an Employer with discretion regarding how to *allocate* a matching contribution to Participants) and the Employer makes a "Flexible Discretionary Match" to the Plan, the Employer must provide the Plan Administrator or Trustee written instructions describing (1) how the "Flexible Discretionary Match" formula will be allocated to Participants (e.g., a uniform percentage of Elective Deferrals or a flat dollar amount), (2) the computation period(s) to which the "Flexible Discretionary Match" formula applies, and (3) if applicable, a description of each business location or business classification subject to separate "Flexible Discretionary Match" allocation formulas. Such instructions must be provided no later than the date on which the "Flexible Discretionary Match" is made to the Plan. A summary of these instructions must be communicated to Participants who receive an allocation of the "Flexible Discretionary Match" no later than 60 days following the date on which the last "Flexible Discretionary Match" is made to the Plan for the Plan Year.

2. **Rigid Discretionary Match.** A "Rigid Discretionary Match" means a Matching Contribution which the Employer in its sole discretion elects to make to the Plan. Such discretion will only pertain to the amount of

the annual contribution. The Employer must select the allocation method for this Contribution by selecting among those Adoption Agreement options which confer no Employer Discretion regarding the allocation of such discretionary amount, for example, the limit(s) on Elective Deferrals or Employee Contributions subject to match, the per Participant match allocation limit(s), the Participants who will receive the allocation, and the time period applicable to any matching formula(s). This "Rigid Discretionary Match" is not subject to the Instructions and Notice requirement of Section 4.12.

- i. **Discretionary - tiered.** (may not be elected if this Plan is a Money Purchase Pension Plan) The Employer may make matching contributions equal to a discretionary percentage of a Participant's "matched Employee contributions," to be determined by the Employer, of each tier, to be determined by the Employer. The tiers may be based on the rate of a Participant's "matched Employee contributions" or Years of Service. Such contribution is subject to the Instructions and Notice requirement of Section 4.12.
- j. **Other:** _____ (the formula described must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and if this is a Money Purchase Pension Plan, it must not be a discretionary contribution formula). **NOTE:** Under Question 26.B.j., the Employer may only describe the allocation of Matching Contributions from the elections available under Question 26 and/or a combination thereof as to a Participant group or contribution type (e.g., fixed – uniform rate applies to Group A; contributions to other Employees will be allocated as a tiered contribution.)

27. MATCHING CONTRIBUTION PROVISIONS

- A. **Maximum matching contribution.** The total matching contribution made on behalf of any Participant for any Plan Year will not exceed:
 - a. N/A (no Plan specific limit on the amount of matching contribution)
 - b. \$_____.
 - c. _____% of Compensation.
- B. **Period of determination.** Any matching contribution other than a "Flexible Discretionary Match" will be applied on the following basis (and "matched Employee contributions" and any Compensation or dollar limitation used in determining the matching contribution will be based on the applicable period. Skip if the only Matching Contribution is a Flexible Discretionary Match.):
 - d. the Plan Year (potential annual true-up required)
 - e. each payroll period (no true-up)
 - f. each month (potential monthly true-up required)
 - g. each Plan Year quarter (potential quarterly true-up required)
 - h. each payroll unit (e.g., hour) (no true-up)
 - i. Other: _____ (The time period described must be definitely determinable under Treas. Reg. §1.401-1(b). This line may be used to apply different options to different matching contributions (e.g., Discretionary matching contributions will be allocated on a Plan Year period while fixed matching contributions will be allocated on each payroll period.) Such contribution period is subject to the Instructions and Notice requirement of Section 4.12.)
- C. **"Matched Employee contributions" considered for matching contribution.** The Plan will disregard a Participant's "matched Employee contributions" that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant unless otherwise elected below.
 - j. The Plan will include a Participant's "matched Employee contributions" that are made prior to the date the matching contribution component of the Plan is effective with respect to such Participant.

28. ALLOCATION CONDITIONS (Plan Section 4.3) Select a. OR b. and all that apply of c. - h.

- a. **No conditions.** All Participants share in the allocations regardless of service completed during the Plan Year or employment status on the last day of the Plan Year (skip to Question 29).
- b. **Allocation conditions apply** (select one of 1. - 5. AND one of 6. - 9. below)
 - Conditions for Participants NOT employed on the last day of the Plan Year.**
 - 1. A Participant must complete more than _____ Hours of Service (or _____ months of service if the elapsed time method is selected).
 - 2. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - 3. Participants will NOT share in the allocations, regardless of service.
 - 4. Participants will share in the allocations, regardless of service.
 - 5. Other: _____ (must be definitely determinable)
 - Conditions for Participants employed on the last day of the Plan Year**
 - 6. No service requirement.
 - 7. A Participant must complete a Year of Service (or Period of Service if the elapsed time method is selected).
 - 8. A Participant must complete at least _____ Hours of Service during the Plan Year.

9. Other: _____ (must be definitely determinable and not subject to Employer discretion)

Waiver of conditions for Participants NOT employed on the last day of the Plan Year. If b.1., 2., 3., or 5. is selected, Participants who are not employed on the last day of the Plan Year in which one of the following events occur will be eligible to share in the allocations regardless of the above conditions (select all that apply; leave blank if none apply):

- c. Death
d. Total and Permanent Disability
e. Termination of employment on or after Normal Retirement Age
1. or Early Retirement Date

Conditions based on period other than Plan Year. The allocation conditions above will be applied based on the Plan Year unless otherwise selected below. If selected, the above provisions will be applied by substituting the term Plan Year with the specified period (e.g., if Plan Year quarter is selected below and the allocation condition is 250 Hours of Service per quarter, enter 250 hours (not 1000) at b.8. above).

- f. Each Plan Year quarter.
g. Each payroll period.
h. Other: _____ (must be definitely determinable and not subject to Employer discretion and may not be longer than a twelve month period).

29. FORFEITURES (Plan Sections 1.21 and 4.3(e))

Timing of Forfeitures. Except as provided in Plan Section 1.21, a Forfeiture will occur:

- a. N/A (may only be selected if all contributions are fully Vested (default provisions at Plan Section 4.3(e) apply))
b. As of the earlier of (1) the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service, or (2) the distribution of the entire Vested portion of the Participant's Account.
c. As of the last day of the Plan Year in which the former Participant incurs five (5) consecutive 1-Year Breaks in Service.
d. As soon as reasonably practical after the date the Participant severs employment.
e. other: _____ (describe the timing of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

Use of Forfeitures. (skip if this is NOT a Money Purchase Pension Plan; for Profit Sharing Plans, Forfeitures are disposed of in accordance with Employer direction that is consistent with Section 4.3(e)).

Forfeitures will be (select one):

- f. added to the Employer contribution and allocated in the same manner
g. used to reduce any Employer contribution
h. allocated to all Participants eligible to share in the allocations of Employer contributions or Forfeitures in the same proportion that each Participant's Compensation for the Plan Year bears to the Compensation of all Participants for such year
i. other: _____ (describe the treatment of Forfeitures in a manner that is definitely determinable and that is not subject to Employer discretion)

30. MANDATORY EMPLOYEE CONTRIBUTIONS (Plan Section 4.8) (skip if mandatory Employee contributions NOT selected at Question 11.d.)

Type of mandatory Employee Contribution. The mandatory Employee contribution is being made in accordance with the following: (select one)

- a. The mandatory Employee contribution is a condition of employment for the following Eligible Employees:
1. All Eligible Employees
2. Other: _____ (must be definitely determinable; e.g., Only Eligible Employees hired on or after January 1, 2020).
b. The Employee must make, on or before first being eligible to participate under any Plan of the Employer, an irrevocable election to contribute the mandatory Employee contribution to the Plan. No Eligible Employee will become a Participant unless the Employee makes such an irrevocable election.

Amount of mandatory Employee Contribution (select one)

- c. An Eligible Employee must contribute to the Plan 6.13 % (not to exceed 25%) of Compensation.
d. An Eligible Employee must, prior to his or her first Entry Date, make a one-time irrevocable election to contribute to the Plan from _____% (not less than 1%) to _____% (not to exceed 25%) of Compensation.

Conditions of Mandatory Employee Contributions

- e. **Additional provisions and conditions:** _____ (must be definitely determinable; e.g., Only full-time Employees must make mandatory Employee contributions)

Employer pick-up contribution. The mandatory Employee contribution is "picked-up" by the Employer under Code §414(h)(2) unless elected below. (select if applicable)

f. The mandatory Employee contribution is not "picked-up" by the Employer.

DISTRIBUTIONS

31. **FORM OF DISTRIBUTIONS** (Plan Sections 6.5 and 6.6)

Distributions under the Plan may be made in (select all that apply; must select at least one):

- a. lump-sums
- b. substantially equal installments
- c. partial withdrawals, provided the minimum withdrawal is \$ _____ (leave blank if no minimum)
- d. installments are only permitted for Participants or Beneficiaries who must receive required minimum distributions under Code §401(a)(9) except for the following (leave blank if no exceptions):
 - 1. Only Participants (and not Beneficiaries) may elect installments
 - 2. Other: _____ (e.g., installments are not permitted for death benefits. Must be definitely determinable and not subject to Employer discretion.)
- e. annuity: _____ (describe the form of annuity or annuities)
- f. other: _____ (must be definitely determinable and not subject to Employer discretion)

NOTE: Regardless of the above, a Participant is not required to request a withdrawal of his or her total Account for an in-service distribution, a hardship distribution, or a distribution from the Participant's Rollover Account.

Cash or property. Distributions may be made in:

- g. cash only, except for annuity contracts, insurance contracts or, as permitted by the Plan's loan procedures, Participant loans.
- h. cash or property, except that the following limitation(s) apply: (leave blank if there are no limitations on property distributions):
 - 1. _____ (must be definitely determinable and not subject to Employer discretion)

Joint and Survivor Annuity provisions. (Plan Sections 6.5(e), 6.5(f), and 6.6(f)) The Joint and Survivor Annuity provisions do not apply to the Plan unless selected below (choose if applicable)

- i. **Joint and Survivor Annuity applicable as normal form of distribution.** The Joint and Survivor annuity rules set forth in Plan Sections 6.5(e) and 6.5(f) apply to all Participants (if selected, then annuities are a form of distribution under the Plan even if e. above is not selected)
- j. **Joint and Survivor Annuity rules apply based on Participant election.** Plan Section 6.5(f) will apply and the joint and survivor rules of Code §§401(a)(11) and 417 (as set forth in Plan Sections 6.5(e) and 6.6(f) will apply only if an annuity form of distribution is selected by a Participant.)

AND, if i. or j. is selected above, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. The one-year marriage rule applies.

Spousal consent requirements. Spousal consent is not required for any Plan provisions (except as otherwise elected in i. above for the joint and survivor annuity rules) unless selected below (choose if applicable)

- k. **Required for all distributions.** A Spouse must consent to all distributions (other than required minimum distributions).
- l. **Beneficiary designations.** A married Participant's Spouse will be the Beneficiary of the entire death benefit unless the Spouse consents to an alternate Beneficiary.

AND, if k. or l. is selected, the one-year marriage rule does not apply unless selected below (choose if applicable).

- 1. The one-year marriage rule applies.

32. **CONDITIONS FOR DISTRIBUTIONS UPON SEVERANCE OF EMPLOYMENT.** Distributions upon severance of employment pursuant to Plan Section 6.4(a) will not be made unless the following conditions have been satisfied:

A. **Accounts in excess of \$5,000**

- a. Distributions may be made as soon as administratively feasible following severance of employment.
- b. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- c. Distributions may be made as soon as administratively feasible after the last day of the Plan Year quarter coincident with or next following severance of employment.
- d. Distributions may be made as soon as administratively feasible after the Valuation Date coincident with or next following severance of employment.
- e. Distributions may be made as soon as administratively feasible after _____ months have elapsed following severance of employment.

- f. No distributions may be made until a Participant has reached Early or Normal Retirement Date.
- g. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits as set forth in Plan Section 6.7, unless Plan Section 6.7 is disregarded in Appendix A of this Adoption Agreement)

B. Accounts of \$5,000 or less

- h. Same as above
- i. Distributions may be made as soon as administratively feasible following severance of employment.
- j. Distributions may be made as soon as administratively feasible after the last day of the Plan Year coincident with or next following severance of employment.
- k. Other: _____ (must be objective conditions which are ascertainable and may not exceed the limits of as set forth in Plan Section 6.7, unless Plan Section 6.7 is disregarded in Appendix A of this Adoption Agreement)

C. Timing after initial distributable event. If a distribution is not made in accordance with the above provisions upon the occurrence of the distributable event, then a Participant may elect a subsequent distribution at any time after the time the amount was first distributable (assuming the amount is still distributable), unless otherwise selected below (may not be selected with 32.f and 32.h.):

- l. Other: _____ (e.g., a subsequent distribution request may only be made in accordance with j. above (i.e., the last day of another Plan Year); must be objective conditions which are ascertainable and may not exceed the limits of as set forth in Plan Section 6.7, unless Plan Section 6.7 is disregarded in Appendix A of this Adoption Agreement)

D. Participant consent (i.e., involuntary cash-outs). Should Vested Account balances less than a certain dollar threshold be automatically distributed without Participant consent (mandatory distributions)?

NOTE: The Plan provides that distributions of amounts of \$5,000 or less are only paid as lump-sums.

- m. No, Participant consent is required for all distributions.
- n. Yes, Participant consent is required only if the distribution is over:
 - 1. \$5,000
 - 2. \$1,000
 - 3. \$_____ (e.g., \$3,500)

NOTE: If the amount selected is \$1,000 or less, rollovers will be included in determining the threshold for Participant consent.

Automatic IRA rollover. With respect to mandatory distributions of amounts that are \$1,000 or less, if a Participant makes no election, the amount will be distributed as a lump-sum unless selected below.

- 4. If a Participant makes no election, then the amount will be automatically rolled over to an IRA provided the amount is at least \$_____ (e.g., \$200).

E. Rollovers in determination of \$5,000 threshold. Unless otherwise elected below, amounts attributable to rollover contributions (if any) will be **included** in determining the \$5,000 threshold for timing of distributions, form of distributions, or consent rules.

- o. Exclude rollovers (rollover contributions will be **excluded** in determining the \$5,000 threshold)

NOTE: Regardless of the above election, if the Participant consent threshold is \$1,000 or less, then the Administrator must include amounts attributable to rollovers for such purpose. In such case, an election to exclude rollovers above will apply for purposes of the timing and form of distributions.

F. Mandatory distribution at Normal Retirement Age. Regardless of the above elections other than any mandatory distributions provided for in n. above, unless otherwise selected below, a Participant who has severed employment may elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age (subject to Plan Section 6.8).

- p. A Participant who has severed employment may not elect to delay a distribution beyond the later of age 62 or the Participant's Normal Retirement Age.

33. DISTRIBUTIONS UPON DEATH (Plan Section 6.8(b)(2))

Distributions upon the death of a Participant prior to the "required beginning date" will:

- a. be made pursuant to the election of the Participant or "designated Beneficiary"
- b. begin within 1 year of death for a "designated Beneficiary" and be payable over the life (or over a period not exceeding the "life expectancy") of such Beneficiary, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2
- c. be made within 5 (or if lesser _____) years of death for all Beneficiaries
- d. be made within 5 (or if lesser _____) years of death for all Beneficiaries, except that if the "designated Beneficiary" is the Participant's Spouse, begin prior to December 31st of the year in which the Participant would have attained age 70 1/2 and be payable over the life (or over a period not exceeding the "life expectancy") of such "surviving Spouse"

NOTE: The elections above must be coordinated with the Form of distributions (e.g., if the Plan only permits lump-sum distributions, then options a., b. and d. would not be applicable).

34. OTHER PERMITTED DISTRIBUTIONS (select all that apply; leave blank if none apply)

A. IN-SERVICE DISTRIBUTIONS (Plan Section 6.11)

In-service distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (if applicable, answer a. - e.; leave blank if not applicable):

- a. In-service distributions may be made to a Participant who has not separated from service provided the following has been satisfied (select one or more) (options 2. - 5. may only be selected with Profit Sharing Plans):
 - 1. Age. The Participant has reached: (select one)
 - a. Normal Retirement Age
 - b. age 62
 - c. age 59 1/2 (may not be selected if a Money Purchase Pension Plan)
 - d. age _____ (may not be less than age 62 for Money Purchase Pension Plans)
 - 2. the Participant has been a Participant in the Plan for at least _____ years (may not be less than five (5))
 - 3. the amounts being distributed have accumulated in the Plan for at least 2 years
 - 4. other: _____ (must satisfy the definitely determinable requirement under Regulations §401-1(b); may not be subject to Employer discretion; and must be limited to a combination of items a.1. - a.3. or a Participant's disability.)

More than one condition. If more than one condition is selected above, then a Participant only needs to satisfy one of the conditions, unless selected below:

- 5. A Participant must satisfy each condition

NOTE: Distributions from a Transfer Account attributable to a Money Purchase Pension Plan are not permitted prior to age 62.

Account restrictions. In-service distributions are permitted from the following Participant Accounts:

- b. all Accounts
- c. only from the following Accounts (select one or more):
 - 1. Account attributable to Employer matching contributions
 - 2. Account attributable to Employer contributions other than matching contributions
 - 3. Rollover Account
 - 4. Transfer Account

Permitted from the following assets attributable to (select one or both):

- a. non-pension assets
- b. pension assets (e.g., from a Money Purchase Pension Plan)
- 5. Mandatory Employee Contribution Account
- 6. Other: _____ (specify Account(s) and conditions in a manner that satisfies the definitely determinable requirement under Regulation §1.401-1(b) and is not subject to Employer discretion)

Limitations. The following limitations apply to in-service distributions:

- d. N/A (no additional limitations)
- e. Additional limitations (select one or more):
 - 1. The minimum amount of a distribution is \$ _____.
 - 2. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - 3. Distributions may only be made from Accounts which are fully Vested.
 - 4. In-service distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

B. HARDSHIP DISTRIBUTIONS (Plan Section 6.12) (may not be selected if this is a Money Purchase Pension Plan)

Hardship distributions will NOT be allowed (except as otherwise permitted under the Plan without regard to this provision) unless selected below (leave blank if not applicable):

- f. Hardship distributions are permitted from the following Participant Accounts:
 - 1. all Accounts
 - 2. only from the following Accounts (select one or more):
 - a. Account attributable to Employer matching contributions
 - b. Account attributable to Employer contributions other than matching contributions
 - c. Rollover Account (if not available at any time under Question 36)
 - d. Transfer Account (other than amounts attributable to a pension plan)
 - e. Mandatory Employee Contribution Account
 - f. Other: _____ (specify Account(s) and conditions in a manner that is definitely determinable and not subject to Employer discretion)

NOTE: Hardship distributions are NOT permitted from a Transfer Account attributable to pension assets (e.g., from a Money Purchase Pension Plan).

Additional limitations. The following limitations apply to hardship distributions:

- 3. N/A (no additional limitations)
- 4. Additional limitations (select one or more):
 - a. The minimum amount of a distribution is \$_____.
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. A Participant does not include a Former Employee at the time of the hardship distribution.
 - e. Hardship distributions may be made subject to the following provisions: _____ (must satisfy the definitely determinable requirement under Regulation §1.401-1(b) and not be subject to Employer discretion).

Beneficiary Hardship. Hardship distributions for Beneficiary expenses are NOT allowed unless otherwise selected below.

- 5. Hardship distributions for expenses of Beneficiaries are allowed
Special effective date
 - a. effective as of _____ (enter date if known)

MISCELLANEOUS

- 35. LOANS TO PARTICIPANTS (Plan Section 7.4)
 - a. New loans are NOT permitted.
 - b. New loans are permitted.
- 36. ROLLOVERS (Plan Section 4.6) (skip if rollover contributions are NOT selected at 11.f.)
Eligibility. Rollovers may be accepted from all Participants who are Employees as well as the following (select all that apply; leave blank if not applicable):
 - a. Any Eligible Employee, even prior to meeting eligibility conditions to be a Participant
 - b. Participants who are Former Employees**Distributions.** When may distributions be made from a Participant's Rollover Account?
 - c. At any time
 - d. Only when the Participant is otherwise entitled to a distribution under the Plan
- 37. HEART ACT (Plan Section 4.11) (select one or more, if applicable)
 - a. **HEART ACT Continued benefit accruals.** Continued benefit accruals will apply
 - b. **Distributions for deemed severance of employment.** The Plan permits distributions for deemed severance of employment.
- 38. DIRECTED INVESTMENTS (Plan Section 4.10)
 - a. Participant directed investments are NOT permitted.
 - b. Participant directed investments are permitted.
- 39. ALLOCATION OF EARNINGS (Plan Sections 4.3(c) and 4.10(d)) Allocation of earnings with respect to amounts which are contributed to the Plan after the previous Valuation Date will be determined:
 - a. N/A. (all assets in the Plan are subject to Participant investment direction)
 - b. by using a weighted average based on the amount of time that has passed between the date a contribution or distribution is made and the prior Valuation Date
 - c. by treating one-half of all such contributions as being a part of the Participant's nonsegregated Account balance as of the previous Valuation Date
 - d. by using the method specified in Plan Section 4.3(c) (balance forward method)
 - e. other: _____ (must be a definite predetermined formula that is not based on Compensation, that satisfies the nondiscrimination requirements of Regulation §1.401(a)(4)-1(c)(8), and that is applied uniformly to all Participants)

Reliance on Provider Opinion Letter. The Provider has obtained from the IRS an Opinion Letter specifying the form of this document satisfies Code §401 as of the date of the Opinion Letter. An adopting Employer may rely on the Provider's IRS Opinion Letter *only* to the extent provided in Rev. Proc. 2017-41 or subsequent 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 and in Rev. Proc. 2017-41 or subsequent guidance. In order to have reliance in such circumstances or with respect to such qualification requirements, the Employer must apply for a determination letter to Employee Plans Determinations of the IRS.

An Employer who has ever maintained or who later adopts an individual medical account, as defined in Code §415(1)(2)) in addition to this Plan may not rely on the opinion letter issued by the Internal Revenue Service with respect to the requirements of Code§415.

This Adoption Agreement may be used only in conjunction with the basic plan document #03. This Adoption Agreement and the basic Plan document will together be known as OneAmerica Financial Partners, Inc. Non-Standardized Governmental 401(a) Pre-Approved Plan #03-001.

The adoption of this Plan, its qualification by the IRS, and the related tax consequences are the responsibility of the Employer and its independent tax and legal advisors.

The Provider, OneAmerica Financial Partners, Inc., will notify the Employer of any amendment to this Pre-approved Plan or of any abandonment or discontinuance by the Provider of its maintenance of this Pre-approved Plan. In addition, this Plan is provided to the Employer either in connection with investment in a product or pursuant to a contract or other arrangement for products and/or services. Upon cessation of such investment in a product or cessation of such contract or arrangement, as applicable, the Employer is no longer considered to be an adopter of this Plan and the Provider no longer has any obligations to the Employer that relate to the adoption of this Plan. For inquiries regarding the adoption of the Pre-approved Plan, the Provider's intended meaning of any Plan provisions or the effect of the Opinion Letter issued to the Provider, please contact the Provider or the Provider's representative.

OneAmerica Financial Partners, Inc.

By: Signature on File

Name: OneAmerica Financial Partners, Inc.

Address: OneAmerican Square

Indianapolis IN 46282-0368

Telephone: (317) 285-1877

The Employer, by executing below, hereby adopts this Plan (add additional signature lines as needed).

EMPLOYER: The County of Galveston, Texas

By: 
Mark Henry, County Judge

January 6, 2025
DATE SIGNED

**APPENDIX A
SPECIAL EFFECTIVE DATES AND OTHER PERMITTED ELECTIONS**

A. Special effective dates (leave blank if not applicable):

- a. **Special effective date(s):** _____ . (A special effective date may not result in the delay of a Plan provision beyond the permissible effective date under any applicable law. The Employer has reliance on the IRS Opinion Letter only if the features described in the preceding sentence are permissible in a "Cycle 3" preapproved plan, i.e., the features are not specifically prohibited by Revenue Procedure 2017-41 (or any superseding guidance)).

B. Other permitted elections (the following elections are optional):

- a. **No other permitted elections.**

The following elections apply (select one or more):

- b. **Deemed 125 compensation** (Plan Section 1.23(a)). Deemed 125 compensation will be included in Compensation and 415 Compensation.
- c. **Break-in-Service Rules and Buyback provisions.** The following apply to the Plan.(select one or more)
1. **Reemployed after five (5) 1-Year Breaks in Service ("rule of parity" provisions)** (Plan Section 3.5(e)). The "rule of parity" provisions in Plan Section 3.5(d) will apply for (select one or both):
 - a. eligibility purposes
 - b. vesting purposes
 2. **Break-in-Service rules for rehired Employees.** The following Break-in-Service rules set forth in Plan Sections 3.2 and 3.5 apply: (select one or more)
 - a. all Break-in-Service rules set forth in such Sections.
 - b. only the following Break-in-Service rules: _____ (specify which provisions apply to the Plan)
 - c. Other: _____ (specify the rules for rehired employees)
 3. **Buyback provisions.** The Plan applies the Buyback provisions of Plan Section 3.5(h).
 4. **Deemed Distribution.** The Plan applies the Deemed Distribution provision of Plan Section 3.5(i).
 5. **1-Year Break in Service.** In Plan Section 1.35, "500 Hours of Service" shall be replaced with _____ Hours of Service. (must be definitely determinable).
 6. **Other:** _____ (must be definitely determinable).
- d. **Beneficiary if no beneficiary elected by Participant** (Plan Section 6.2(f)). In the event no valid designation of Beneficiary exists, then in lieu of the order set forth in Plan Section 6.2(f), the following order of priority will be used: _____ (specify an order of beneficiaries; e.g., children per stirpes, parents, and then step-children).
- e. **Joint and Survivor Annuity/Pre-Retirement Survivor Annuity.** If the Plan applies the Joint and Survivor Annuity rules, then the normal form of annuity will be a joint and 50% survivor annuity (i.e., if 31.i. or 31.j. is selected) and the Pre-Retirement Survivor Annuity will be equal to 50% of a Participant's interest in the Plan unless selected below (select 1. and/or 2.)
1. **Normal form of annuity.** Instead of a joint and 50% survivor annuity, the normal form of the qualified Joint and Survivor Annuity will be: (select one)
 - a. joint and 100% survivor annuity
 - b. joint and 75% survivor annuity
 - c. joint and 66 2/3% survivor annuity
 2. **Pre-Retirement Survivor Annuity.** The Pre-Retirement Survivor Annuity (minimum Spouse's death benefit) will be equal to 50% of a Participant's interest in the Plan unless a different percentage is selected below: (select one)
 - a. 100% of a Participant's interest in the Plan.
 - b. _____% (may not be less than 50%) of a Participant's interest in the Plan.
- f. **Limitation Year** (Plan Section 1.30). The Limitation Year for Code §415 purposes will be _____ (must be a consecutive twelve month period) instead of the "determination period" for Compensation.
- g. **415 Limits when 2 or more defined contribution plans are maintained** (Plan Section 4.4). If any Participant is covered under another qualified defined contribution plan maintained by the Employer or an Affiliated Employer, or if the Employer or an Affiliated Employer maintains a welfare benefit fund, as defined in Code §419(e), or an individual medical account, as defined in Code §415(l)(2), under which amounts are treated as "annual additions" with respect to any Participant in this Plan, then the provisions of Plan Section 4.4(b) will apply unless otherwise specified below:
1. Specify, in a manner that precludes Employer discretion, the method under which the plans will limit total "annual additions" to the "maximum permissible amount" and will properly reduce any "excess amounts":

h. **Recognition of Service with other employers** (Plan Sections 1.40 and 1.55). Service with the following employers (in addition to those specified at Question 15) will be recognized as follows (select one or more):

	Eligibility	Vesting	Contribution Allocation
1. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
2. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
3. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
4. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
5. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>
6. <input type="checkbox"/> Employer name: _____	a. <input type="checkbox"/>	b. <input type="checkbox"/>	c. <input type="checkbox"/>

Limitations

7. The following provisions or limitations apply with respect to the recognition of prior service: _____ (e.g., credit service with X only on/following 1/1/19)
8. The following provisions or limitations apply with respect to the recognition of service with other employers: _____ (e.g., credit service with X only on/following 1/1/19 or credit all service with entities the Employer acquires after 12/31/18)

i. **Other vesting provisions.** The following vesting provisions apply to the Plan (select one or more):

1. **Special vesting provisions.** The following special provisions apply to the vesting provisions of the Plan: _____ (must be definitely determinable and satisfy the parameters set forth at Question 17)
2. **Pre-amendment vesting schedule.** (Plan Section 6.4(b)). If the vesting schedule has been amended and a different vesting schedule other than the schedule at Question 17 applies to any Participants, then the following provisions apply (must select one of a. – e.):

Applicable Participants. The vesting schedules in Question 17 only apply to:

- a. Participants who are Employees as of _____ (enter date).
- b. Participants in the Plan who have an Hour of Service on or after _____ (enter date).
- c. Participants (even if not an Employee) in the Plan on or after _____ (enter date).
- d. Other: _____ (e.g., Participants in division A. Must be definitely determinable.)
- e. Participants not subject to the vesting schedule in Question 17 are 100% Vested in all amounts credited to their account (e.g. due to a change in vesting schedule to the Plan).
3. **Other:** _____ (must be definitely determinable (subject to Plan Section 6.4(b))).

j. **Required minimum distributions** (Plan Section 6.8(e)(5)). The "required beginning date" for a Participant who is not a "five percent (5%) owner" is April 1st of the calendar year following the year in which the Participant attains age 70 1/2. (pre-SBJPA rules)

k. **Other spousal provisions** (select one or more)

1. **Definition of Spouse.** The term Spouse includes a spouse under federal law as well as the following: _____
2. **Automatic revocation of spousal designation** (Plan Section 6.2(g)). The automatic revocation of a spousal Beneficiary designation in the case of divorce does not apply.
3. **Timing of QDRO payment.** A distribution to an Alternate Payee shall not be permitted prior to the time a Participant would be entitled to a distribution.

l. **Applicable law.** Instead of using the applicable laws set forth in Plan Section 9.4(a), the Plan will be governed by the laws of: _____

m. **Total and Permanent Disability.** Instead of the definition at Plan Section 1.50, Total and Permanent Disability means: _____ (must be definitely determinable).

n. **Inclusion of Reclassified Employees** (Plan Section 1.17(a)). The Employer does not exclude Reclassified Employees subject to the following provisions: (leave blank if not applicable): _____

- o. **Claims procedures** (Plan Section 2.10). The claims procedures forth in Plan Section 2.10(a) – (b) apply unless otherwise elected below or unless the Administrator has operationally adopted alternative procedures.
 - 1. The claims procedures set forth in Plan Section 2.10(c) – (g) apply instead of Plan Section 2.10(a).
 - 2. The claims procedures set forth in Plan Section 2.10(c)-(g) apply as follows: _____
(specify which provisions apply and/or modified)

- p. **Age 62 In-Service Distributions For Transferred Money Purchase Assets** (Plan Sections 6.11 and 6.15)
In-service distributions will be allowed for Participants at age 62. (applies only for Transfer Accounts from a pension plan (e.g. a Money Purchase Pension Plan) (skip this question if the Plan is a Money Purchase Pension Plan or if in-service distributions are already permitted for Transferred Accounts at Question 34)
Limitations. The following limitations apply to these in-service distributions:
 - 1. The Plan already provides for in-service distributions and the restrictions set forth in the Plan (e.g., minimum amount of distributions or frequency of distributions) are applicable to in-service distributions at age 62.
 - 2. N/A (no limitations)
 - 3. The following elections apply to in-service distributions at age 62 (select one or more):
 - a. The minimum amount of a distribution is \$ _____ (may not exceed \$1,000).
 - b. No more than _____ distribution(s) may be made to a Participant during a Plan Year.
 - c. Distributions may only be made from Accounts which are fully Vested.
 - d. In-service distributions may be made subject to the following provisions: _____ (must be definitely determinable and not subject to discretion).

- q. **QLACs.** (Plan Section 6.8(e)(4)) A Participant may elect a QLAC (as defined in Plan Section 6.8(e)(4)) or any alternative form of annuity permitted pursuant to a QLAC in which the Participant's Account has been invested.

- r. **Compensation Dollar Limitation.** (Plan Section 1.10(e)) In the case of an "eligible Participant," the dollar limitation under Code §401(a)(17) shall not apply to the extent the amount under the Plan would be reduced below the amount which was allowed to be taken into account under the Plan as in effect on July 1, 1993. For purposes of this provision, an "eligible Participant" is an individual who first became a Participant before the first Plan Year beginning after the earlier of (i) the Plan Year in which the Plan was amended to reflect Code §401(a)(17), or (ii) December 31, 1995.

- s. **Time of Distribution** (Plan Section 6.7) does not apply to the Plan.

- t. **Restrictions on Distribution of Assets Transferred from a Money Purchase** (Plan Section 6.15) does not apply to the Plan.

- u. **Amendment.** (Plan Section 8.1) If a protected benefit in the Plan or a plan being 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 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 or, in the case of a merger, the merger date.
 - 1. _____
 - 2. _____
 - 3. _____
 - 4. _____
 - 5. _____

- v. **Termination of Plan.** (Plan Section 8.2(a)) In the case of a Money Purchase Plan, upon the complete discontinuance of the Employer's Contributions to the Plan, all amounts credited to the affected Participants' Combined Accounts shall not become 100% Vested and shall be subject to Forfeiture.

- w. **Forfeitures and Plan expenses** (Plan Section 4.3(e)). Forfeitures will NOT be used to pay any Plan expenses.

- x. **Forfeitures and reducing Employer contribution** (Plan Section 4.3(e)). Forfeitures will NOT be used to reduce any Employer contribution (e.g., matching or nonelective) (skip this question if the Plan is a Money Purchase Pension Plan).

C. Administrative Procedures (the following optional administrative provisions):

- a. **Life insurance.** (Plan Section 7.3). Life insurance may be purchased at the option of the Administrator.
- b. **Rollover limitations.** If the Plan permits rollovers (11.f. is selected), indicate the sources/types of rollovers that will be accepted (select one or more).
 - 1. **Direct rollovers.** Unless otherwise indicated below, the Plan will accept a direct rollover of an eligible rollover distribution, excluding after-tax employee contributions and Roth Elective Deferrals, from any plan types in a. – e.:

Non-Standardized Governmental 401(a)

- a. permitted from a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. permitted from a plan described in Code §403(a) (an annuity plan)
 - c. permitted from a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. permitted from a governmental plan described in Code §457(b) (eligible deferred compensation plan)
 - e. include after-tax employee contributions from any plan type permitted
2. **Participant rollover contributions from other plans (i.e., not via a direct rollover).** Unless otherwise indicated below, the Plan will accept a participant rollover contribution of an eligible rollover distribution, excluding Roth Elective Deferrals, from any plan types in a. – d.:
- a. permitted from a qualified plan described in Code §401(a) (including a 401(k) plan, profit sharing plan, defined benefit plan, stock bonus plan and money purchase plan)
 - b. permitted from a plan described in Code §403(a) (an annuity plan)
 - c. permitted from a plan described in Code §403(b) (a tax-sheltered annuity)
 - d. permitted from a governmental plan described in Code §457(b) (eligible deferred compensation plan)
3. **Participant Rollover Contributions from IRAs:** The Plan will accept a rollover contribution of the portion of a distribution from a traditional IRA that is eligible to be rolled over and would otherwise be includible in gross income. Rollovers from Roth IRAs or a Coverdell Education Savings Account (formerly known as an Education IRA) are not permitted because they are not traditional IRAs. A rollover from a SIMPLE IRA is allowed if the amounts are rolled over after the individual has been in the SIMPLE IRA for at least two years.

c. **Trust Agreement and Trustee(s).** Information regarding Trust Agreement and Trustee(s)

Type of Trust Agreement:

- 1. A corporate trust agreement executed between the Employer and the corporate Trustee will be used with this Plan.
- 2. The plan's trust agreement will be used with this Plan.
 - a. Specify name of Trust (required for plan's trust agreement): _____

3. **Individual or Corporate Trustee(s):**

- a. **Individual Trustee(s)** who serve as Trustee(s) over assets not subject to control by a corporate Trustee. (add additional Trustees as necessary)

Name(s)	Title(s)
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

- 1. Use Employer address/telephone number/email
- 2. Use following address/telephone number/email
 - i. Street: _____
 - ii. City: _____
 - iii. State: _____
 - iv. Zip: _____
 - v. Telephone: _____
 - vi. Email: _____

- b. **Corporate Trustee(s)** (add additional Trustees as necessary):
 - 1. Name of Trustee: Matrix Trust Company (Arizona)
 - 2. Use following address/telephone number/email
 - i. Street: 717 17th Street, Suite 1300
 - ii. City: Denver

- iii. State: Colorado
- iv. Zip: 80202
- v. Telephone: (800) 458-9269
- vi. Email: _____

Directed/Discretionary Trustee. Unless otherwise specified below, if there is a corporate Trustee, it will serve as a Directed (nondiscretionary) Trustee and if there is an individual Trustee, he or she will serve as a Discretionary Trustee over all Plan assets (select all that apply; leave blank if defaults apply)

- 4. Directed Trustee exceptions (leave blank if no exceptions):
 Directed Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - a. The corporate Trustee will serve as Directed Trustee over the following assets: _____
 - b. The individual Trustee(s) will serve as Directed Trustee over the following assets: _____
 Individual Trustee will serve as Directed Trustee (may not be selected with 4.a. or 4.b.)
 - c. Over all Plan assets

- 5. Discretionary Trustee exceptions (leave blank if no exceptions):
 Discretionary Trustee over specified Plan assets (select all that apply; leave blank if none apply)
 - a. The individual Trustee(s) will serve as Discretionary Trustee over the following assets: _____
 - b. The corporate Trustee will serve as Discretionary over the following assets: _____
 Corporate Trustee will serve as Discretionary Trustee (may not be selected with 5.a. or 5.b.)
 - c. Over all Plan assets

Other Trust provisions (optional, select any that apply)

- 6. Special Trustee for collection of contributions. The Employer appoints the following Special Trustee with the responsibility to collect delinquent contributions:
 - a. Name: Rebecca Gilliam
 - b. Title: Trustee
 Address, telephone number and email:
 - c. Use Employer address/telephone number/email
 - d. Use following address/telephone number/email
 - i. Street: _____
 - ii. City: _____
 - iii. State: _____
 - iv. Zip: _____
 - v. Telephone: _____
 - vi. Email: _____

- 7. **Custodian(s)** (add additional Custodians as necessary):
 - a. Name: _____
 - b. Title: _____
 Address, telephone number and email:
 - c. Use Employer address/telephone number/email
 - d. Use following address/telephone number/email
 - i. Street: _____
 - ii. City: _____
 - iii. State: _____
 - iv. Zip: _____
 - v. Telephone: _____
 - vi. Email: _____

8. **Investment in common, collective or pooled trust funds.** The nondiscretionary Trustee, as directed or the discretionary Trustee acting without direction (and in addition to the discretionary Trustee's authority to invest in its own funds), may invest in any of the following trust funds: _____
(Specify the names of one or more trust funds in which the Plan can invest)
9. **Applicable law.** Unless otherwise specified, the Trust shall be construed and enforced according to the Code, the Act and the laws of the state or commonwealth in which the Employer's principal office is located, other than its laws respecting choice of law, to the extent not pre-empted by federal law. For purposes of this Question, the term Employer shall mean the Employer specified in Question 1 of the Adoption Agreement.
Colorado

ONEAMERICA FINANCIAL PARTNERS INC. NON-STANDARDIZED MODIFICATIONS
GALVESTON COUNTY EMPLOYEES' SOCIAL SECURITY REPLACEMENT PLAN

The enclosed Plan is being submitted for expedited review as a Non-Standardized Plan.

No modifications from the approved specimen plan have been made to this Plan.