

AMENDMENT TO
GREAT-WEST MODEL 457(b) PLAN DOCUMENT FOR GOVERNMENTAL
EMPLOYERS

Pursuant to Section 11.02 of the Great-West Retirement Services® Section 457(b) Eligible Deferred Compensation 2009 Plan Document for Governmental Employers adopted by the Gwinnett County Board of Commissioners, the following amendments are made to the Plan effective as of April 1, 2012.

1. Section H. of the Adoption Agreement is hereby amended to add the following:
 4. If Box 1 of Section N is checked, eligible rollovers contributions of designated Roth contributions made from an applicable retirement plan described in §402A(e)(1) SHALL BE allowed.

2. The Adoption Agreement is hereby amended to add the following:

N. ROTH CONTRIBUTIONS. *(Check Box 1 OR Box 2.)*

1. Participant Roth Contributions SHALL BE allowed after April 1, 2012. (Enter either January 1, 2011, or a date later than January 1, 2011.)
2. Participant Roth Contributions SHALL NOT BE allowed.

3. The Adoption Agreement is hereby amended to add the following:

O. IN-PLAN ROTH ROLLOVERS. *(Check Box 1 OR Box 2.)*

1. If box 1 of Section N is checked, In-Plan Roth Rollovers SHALL BE allowed in accordance with Section 6.01(f) after _____ . (Enter either January 1, 2011, or a date later than January 1, 2011.)
2. In-Plan Roth Rollover SHALL NOT BE allowed.

4. Section 1.01 of the Plan Document is hereby amended to read as follows:

1.01 “Account Balance.” The bookkeeping account maintained with respect to each Participant which reflects the value of the deferred Compensation credited to the Participant, including the Participant’s Annual Deferrals, the Participant’s Designated Roth Contributions if allowed by the plan, the earnings or loss of the Fund (net of Fund expenses) allocable to the Participant, any transfers for the Participant’s benefit and any distribution made to the Participant or the Participant’s Beneficiary. If a Participant has more than one Beneficiary at the time of the Participant’s death, then each Beneficiary’s share of the Account Balance shall be treated as a separate account for each Beneficiary. The Account Balance includes any account established under Article VI for rollover contributions and plan-to-plan transfers made for a Participant, the account established for a Beneficiary after a Participant’s death, and any account or accounts established for an Alternate Payee (as defined in Code § 414(p)(8)).

5. Section 1.05 of the Plan Document is hereby amended to read as follows:

1.05 “Annual Deferral.” The amount of Compensation deferred in any taxable year as a pre-tax deferral, Roth contribution, or both, if allowed by the Plan.

6. Section 2.12 is hereby added to the Plan Document:

2.12 Designated Roth Contributions.

(a) Designated Roth Contributions. If authorized by the Employer in the Adoption Agreement, each Participant may make designated Roth Contributions; provided, however, that a Participant shall not make a Roth Contribution to the Plan for any Plan Year to the extent such Roth Contribution would exceed the limitations of Article III.

(1) General Application. This Subsection will apply to designated Roth Contributions beginning with the effective date specified in the Adoption Agreement but in no event before the first day of the first taxable year beginning on or after January 1, 2011.

(i) As of the effective date under (1), the Plan will accept elective deferrals designated as Roth Contributions made on behalf of Participants. A Participant’s designated Roth Contributions will be allocated to a separate account maintained for such deferrals as described in (2).

(ii) Unless specifically stated otherwise, designated Roth Contributions will be treated as Elective Deferrals for all purposes under the Plan.

- (2) Separate Accounting. Contributions and withdrawals of designated Roth Contributions will be credited and debited to the Roth Contribution Account maintained for each Participant.
 - (i) The Plan will maintain a record of the amount of designated Roth Contributions in each Participant's Roth Contribution Account.
 - (ii) Gains, losses and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contribution Account and the Participant's other accounts under the Plan.
 - (iii) No contributions other than designated Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contribution Account.
- (3) Designated Roth Contributions Defined. A Designated Roth Contribution is an elective deferral that is:
 - (i) Designated irrevocably by the Participant at the time of the deferral election as a Roth Contribution that is being made in lieu of all or a portion of the pre-tax deferrals the Participant is otherwise eligible to make under the Plan; and
 - (ii) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a deferral election

7. Section 5.10 (a) of the Plan Document is hereby amended to read as follows:

- (a) General. Notwithstanding any provision of the Plan to the contrary that would otherwise limit an election under this Section, a Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the Alternate Payee under a qualified domestic relations order as defined in Code § 414(p)) (herein collectively called "distributee") may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan in a direct rollover or an in-plan Roth direct rollover. A non-spousal Beneficiary may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid in a direct rollover to an inherited IRA referred to in Code § 402(c)(11).

8. Section 6.01 of the Plan Document is hereby amended to read as follows:

6.01 Eligible Rollover Contributions to the Plan.

- (a) If so specified in the Adoption Agreement, and only to the extent so specified, a Participant and who is entitled to receive an eligible rollover distribution from another eligible retirement plan may request to have all or a portion of the eligible rollover distribution paid to the Plan. The Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code § 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code § 402(c)(8)(B).
- (b) In-Plan Roth Rollover. If so specified in the Adoption Agreement, and only to the extent so specified, a Participant, the surviving spouse of a Participant (or a Participant's former spouse who is the Alternate Payee under a qualified domestic relations order as defined in Code § 414(p)) (herein collectively called "distributee") may elect, at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid to the Plan in an in-plan Roth rollover to the distributee's Designated Roth Contribution Account. A loan transferred in an in-plan Roth direct rollover without changing the repayment schedule is not treated as a new loan for purposes of Code § 72(p). The amount rolled over in an in-plan Roth direct rollover continues to be taken into consideration for mandatory distributions.
- (c) For purposes of Subsections (a) and (b) of Sections 6.01, an eligible rollover distribution means any distribution of all or any portion of a Participant's benefit under another eligible retirement plan, as defined in Section 5.10(b)(2), except that an eligible rollover distribution does not include:
 - (1) any installment payment for a period of 10 years or more,
 - (2) any distribution made as a result of an unforeseeable emergency or other distribution which is made upon hardship of the employee,
 - (3) any deemed distribution under the provisions of Code § 72(p),
 - (4) the portion of any distribution that is not includable in gross income,
 - (5) any distribution of excess deferrals or

- (6) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code § 401(a)(9).
- (d) Notwithstanding any other provisions of Section 6.01 of the Plan, and solely for purposes of applying the rollover provisions of the Plan, 2009 RMDs and Extended 2009 RMDs, will be treated as eligible rollover distributions.
- (e) The Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code § 457(b). The Plan shall establish and maintain a separate account for any Roth Contributions paid to the Plan from any eligible retirement plan that is not an eligible governmental plan under Code §457(b). In addition, the Plan shall establish and maintain for the Participant a separate account for any eligible rollover distribution including paid to the Plan from any eligible governmental plan under Code § 457(b). The Plan shall establish and maintain a separate account for any Roth Contributions paid to the Plan from any eligible retirement plan that is an eligible governmental plan under Code §457(b). The Plan shall establish and maintain for the Participant a separate account for any in-plan Roth rollover made within the Plan.
- (f) Notwithstanding the above, unless otherwise provided by the Employer in the Adoption Agreement, the Plan will accept a rollover contribution from another Roth Contribution Account under an applicable retirement plan described in § 402A(e)(1) and only to the extent the rollover is permitted under the rules of § 402(c) and § 1.402A-2 of the Treasury regulations.

The Plan Administrator or other responsible party must provide the Plan with a statement indicating the first year of the five-taxable-year period and the portion of the rollover distribution that is attributable to investment in the contract under Code § 72 or a statement that the distribution is a qualified distribution.

9. Sections 9.08 and 9.09 are hereby added to the Plan Document:

9.08 Application for Benefits. All applications for benefits under the Plan shall be submitted to and processed by the Administrator. Applications for benefits must be in writing on forms acceptable to the Administrator. The Administrator reserves the right to require the Participant to furnish proof of his or her age and the age of the Participant's Beneficiary(s) before processing any application. Each application shall be acted upon and approved or disapproved by the Administrator within ninety days

following receipt by the Administrator (or within 180 days if special circumstances require and notice is given to the applicant before the end of the ninety-day period informing the applicant of the circumstances requiring the extension of time and the date by which the Administrator expects to render a decision).

If any application for benefits is denied, in whole or in part, the Administrator shall notify the applicant in writing of such denial and of the applicant's right to a review of the decision as set forth below and shall set forth, in a manner calculated to be understood by the applicant, the specific reasons for such denial, the specific references to pertinent Plan provisions on which the denial is based, a description of any additional material or information necessary for the applicant to perfect the application, an explanation of why such material or information is necessary, an explanation of the Plan's review procedure and the time limits applicable to such procedures, a statement that any appeal the applicant wishes to make of the adverse determination must be in writing to the Retirement Plans Management Committee of the Gwinnett County Public Employee Retirement System (the "RPMC"), or its delegate, within sixty (60) days after receipt of the Administrator's written notice of denial; and a statement that failure to provide the written appeal of the adverse determination to the RPMC or its delegate in writing within the sixty (60) day period will render the Administrator's determination final, binding and conclusive.

- 9.09 Review. Any person whose application for benefits is denied in whole or in part may appeal to the Administrator for review of the decision by submitting, within sixty days after receiving notice of the denial of the claim, a written statement to the RPMC or its delegate that:
- (a) requests a review of the application for benefits;
 - (b) sets forth all of the grounds upon which the request for review is based and any facts in support of such request; and
 - (c) sets forth any issues or comments that the applicant deems pertinent to the application.

In addition, an applicant may submit written comments, documents, records, and other information in support of the appeal, and the applicant shall be provided, free of charge, reasonable access to and copies of all documents, records and other information relevant to the applicant's claim for benefits.

The RPMC, or such committee that the RPMC establishes under its bylaws to review appeals for the denial of benefits, shall review appeals of denials of applications for benefits submitted to it. The RPMC or its

delegate shall act upon each appeal within sixty days after receipt of the applicant's request for review by the RPMC or its delegate. The RPMC or its delegate shall make a full and fair review of each application and any written material submitted by the applicant in connection with such review, without regard to whether such information was submitted or considered in the initial benefit determination. If the RPMC or its delegate determines that special circumstances require an extension of time for processing an appeal, it may extend the initial period, in which case written notice of the extension shall be furnished to the applicant before the end of the initial period indicating the special circumstances requiring an extension and the date by which the RPMC or its delegate expects to render a determination on review. In no event shall such extension exceed a period of sixty days from the end of the initial period. Based on this review, the RPMC or its delegate shall make an independent determination of the applicant's eligibility for benefits under the Plan.

In the case of a denial of any appeal, the RPMC or its delegate shall notify the applicant in writing of such determination and shall set forth, in a manner calculated to be understood by the applicant, the specific reasons for the adverse determination, references to the specific Plan provisions on which the determination is based, a statement that the applicant is entitled to receive, upon request and free of charge, reasonable access to and copies of all documents, records and other information relevant to the applicant's claim for benefits.

The decision of the RPMC or its delegate on any application for benefits shall be final and conclusive upon all persons.

10. Article XII. of the Plan Document is hereby amended to read as follows:

XII. TAX TREATMENT OF AMOUNTS CONTRIBUTED

It is intended that pursuant to Code § 457, the amount deferred shall not be considered current compensation for purposes of federal income taxation except to the extent that the amount deferred is Designated Roth Contributions. This rule shall also apply to state income taxation unless applicable state laws provide otherwise. Such amounts shall, however, be included as compensation to the extent required under the Federal Insurance Contributions Act (FICA). Payments under this Plan shall supplement retirement and death benefits payable under the Employer's group insurance and retirement plans, if any.

Executed this 16th day of October, 2012.

EMPLOYER:

GWINNETT COUNTY BOARD OF COMMISSIONERS

By: Charlotte J. Neal

Title: Chairman



ATTEST: Diane Kemp
County Clerk/Deputy County Clerk

APPROVED AS TO FORM:

[Signature]