

### AMENDMENT TO STATE OF IOWA 401(A) RETIREMENT PLAN (“the Plan”)

WHEREAS, State of Iowa (the “Employer”) maintains the State of Iowa 401(a) Retirement Plan (the “Plan”) for its employees;

WHEREAS, State of Iowa has decided that it is in its best interest to amend the Plan;

WHEREAS, Section 14.01(b) of the Plan authorizes the Employer to amend the selections under the State of Iowa 401(a) Retirement Plan Adoption Agreement.

NOW THEREFORE BE IT RESOLVED, that the State of Iowa 401(a) Retirement Plan Adoption Agreement is amended as follows. The amendment of the Plan is effective as of 7-1-2019.

1. The name of the Plan under AA §2-1 is modified. The new Plan name is Iowa 401(a) Retirement Plan.

2. The Adoption Agreement is amended to read:

2-6 **PLAN ADMINISTRATOR:**

(a) The Employer identified in AA §1-1.

(b) Name: Iowa Department of Administrative Services

Address: DAS-HRE Hoover Building, Level A,1305 E. Walnut Street Des Moines, IA 50319

Telephone: 515-281-0569

3. The Adoption Agreement is amended to read:

6A-2 **MATCHING CONTRIBUTION FORMULA:** For the period designated in AA §6A-5 below, the Employer will make the following Matching Contribution on behalf of Participants who satisfy the allocation conditions under AA §6A-6 below. [See AA §6A-3 for the definition of Eligible Contributions for purposes of the Matching Contributions under the Plan.]

(a) **Discretionary match.** The Employer will determine in its sole discretion how much, if any, it will make as a Matching Contribution. Such amount can be determined either as a uniform percentage of deferrals or as a flat dollar amount for each Participant.

(b) **Fixed match.** The Employer will make a Matching Contribution for each Participant equal to:

(1) \_\_\_% of Eligible Contributions made for each period designated in AA §6A-5 below.

(2) \$\_\_\_ for each period designated in AA §6A-5 below.

(c) **Tiered match.** The Employer may make a Matching Contribution to all Participants based on the following tiers of Eligible Contributions as a percentage of Plan Compensation.

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (1) Up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (2) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

Eligible Contributions	Fixed Match	Discretionary Match
<input type="checkbox"/> (3) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>
<input type="checkbox"/> (4) From ___% up to ___% of Plan Compensation	_____%	<input type="checkbox"/>

(d) **Year of Service match.** The Employer will make a Matching Contribution as a uniform percentage of Eligible Contributions (as defined in AA §6A-3) to all Participants based on Years of Service with the Employer.

Years of Service	Matching %
<input type="checkbox"/> (1) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (2) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (3) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (4) From ___ up to ___ Years of Service	_____%
<input type="checkbox"/> (5) Years of Service equal to and above __	_____%

For this purpose, a Year of Service is each Plan Year during which an Employee completes at least 1,000 Hours of Service. Alternatively, a Year of Service is: \_\_\_\_\_

*[Note: Any alternative definition of a Year of Service must meet the requirements of a Year of Service as defined in Section 2.03(a)(1) of the Plan.]*

(e) **Based on employment agreement.** The Employer will make a Matching Contribution determined in accordance with the terms of the Employment agreement between an Eligible Employee and the Employer. *[If this subsection (e) is checked, the provisions of an Employment agreement addressing retirement benefits will override any selection under this AA §6A-2.]*

(f) **Describe special rules for determining Matching Contribution formula:** \_\_\_\_\_

4. The Adoption Agreement is amended to read:

6A-3 **ELIGIBLE CONTRIBUTIONS.** Unless designated otherwise under this AA §6A-3, the Matching Contribution described in AA §6A-2 will apply to all Eligible Contributions authorized under AA §6-6.

(a) **Designated Eligible Contributions.** If this subsection (a) is checked, the Matching Contribution described in AA §6A-2 will apply only to the Eligible Contributions selected below:

- (1) Voluntary After-Tax Employee Contributions under AA §6-6(a).
- (2) Mandatory After-Tax Employee Contributions under AA §6-6(b).
- (3) Employer Pick-Up Contributions under AA §6-6(c).

(b) **Elective deferrals under another plan.** If this subsection (b) is checked, the Matching Contributions described in AA §6A-2 will apply to elective deferrals under the following plan maintained by the Employer: Iowa 457 Employee Contribution Plan

- (c) **Special rules.** The following special rules apply for purposes of determining the Matching Contribution under this AA §6A-3: \_\_\_\_\_

*[Note: Subsection (c) may be used to describe any special provisions applicable to Matching Contributions provided with respect to Eligible Contributions under this Plan or elective deferrals made under another plan maintained by the Employer.]*

5. The Adoption Agreement is amended to read:

6A-4 **LIMITS ON MATCHING CONTRIBUTIONS.** In applying the Matching Contribution formula(s) selected under AA §6A-2 above, all Eligible Contributions designated under AA §6A-3 are eligible for Matching Contributions, unless elected otherwise under this AA §6A-4.

- (a) **Limit on amount of Eligible Contributions.** The Matching Contribution formula(s) selected in AA §6A-2 above apply only to Eligible Contributions under AA §6A-3 that do not exceed:

- (1) \_\_\_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_\_.
- (3) A discretionary amount determined by the Employer.

*[Note: If both (1) and (2) are selected, the limit under this subsection (a) is the lesser of the percentage selected in subsection (1) or the dollar amount selected in subsection (2).]*

- (b) **Limit on Matching Contributions.** The total Matching Contribution provided under the formula(s) selected in AA §6A-2 above will not exceed:

- (1) \_\_\_% of Plan Compensation.
- (2) \$\_\_\_\_\_.

- (c) **Special limits applicable to Matching Contributions:** \_\_\_\_\_

6. The Adoption Agreement is amended to read:

- A-12 **Other special effective dates:**

The provisions under AA §2-1 are effective as follows: 07/01/2019 the Plan name was changed to Iowa 401(a) Retirement Plan

**EMPLOYER SIGNATURE PAGE**

**PURPOSE OF EXECUTION.** This Signature Page is being executed to effect:

- (a) The adoption of a **new plan**, effective *[insert Effective Date of Plan]*. *[Note: Date can be no earlier than the first day of the Plan Year in which the Plan is adopted.]*
- (b) The **restatement** of an existing plan, in order to comply with the requirements of PPA, pursuant to Rev. Proc. 2011-49.
  - (1) Effective date of restatement: \_\_\_\_\_ *[Note: Date can be no earlier than January 1, 2007. Section 14.01(d)(2) of Plan provides for retroactive effective dates for all PPA provisions. Thus, a current effective date may be used under this subsection (1) without jeopardizing reliance.]*
  - (2) Name of plan(s) being restated: \_\_\_\_\_
  - (3) The original effective date of the plan(s) being restated: \_\_\_\_\_
- (c) An **amendment or restatement** of the Plan (other than to comply with PPA). If this Plan is being amended, a snap-on amendment may be used to designate the modifications to the Plan or the updated pages of the Adoption Agreement may be substituted for the original pages in the Adoption Agreement. All prior Employer Signature Pages should be retained as part of this Adoption Agreement.
  - (1) Effective Date(s) of amendment/restatement: 7-1-2019
  - (2) Name of plan being amended/restated: State of Iowa 401(a) Retirement Plan
  - (3) The original effective date of the plan being amended/restated: 8-1-2000
  - (4) If Plan is being amended, identify the Adoption Agreement section(s) being amended: Section 2-1, 6A-3, and A-12 to change the Plan Name; Section 2-6 to correct the Plan Administrator Name; Section 6A-2 and 6A-4 to change the Match Contribution Formula and Limit to discretionary.

**VOLUME SUBMITTER SPONSOR INFORMATION.** The Volume Submitter Sponsor (or authorized representative) will inform the Employer of any amendments made to the Plan and will notify the Employer if it discontinues or abandons the Plan. To be eligible to receive such notification, the Employer agrees to notify the Volume Submitter Sponsor (or authorized representative) of any change in address. The Employer may direct inquiries regarding the Plan or the effect of the Favorable IRS Letter to the Volume Submitter Sponsor (or authorized representative) at the following location:

**Name of Volume Submitter Sponsor (or authorized representative):** Massachusetts Mutual Life Insurance Company  
**Address:** 1295 State Street Springfield, MA 01111-0001  
**Telephone number:** (800) 309-3539

**IMPORTANT INFORMATION ABOUT THIS VOLUME SUBMITTER PLAN.** A failure to properly complete the elections in this Adoption Agreement or to operate the Plan in accordance with applicable law may result in disqualification of the Plan. The Employer may rely on the Favorable IRS Letter issued by the National Office of the Internal Revenue Service to the Volume Submitter Sponsor as evidence that the Plan is qualified under Code §401(a), to the extent provided in Rev. Proc. 2011-49. The Employer may not rely on the Favorable IRS Letter in certain circumstances or with respect to certain qualification requirements, which are specified in the Favorable IRS Letter issued with respect to the Plan and in Rev. Proc. 2011-49. In order to obtain reliance in such circumstances or with respect to such qualification requirements, the Employer must apply to the office of Employee Plans Determinations of the Internal Revenue Service for a determination letter. See Section 1.50 of the Plan.

By executing this Adoption Agreement, the Employer intends to adopt the provisions as set forth in this Adoption Agreement and the related Plan document. By signing this Adoption Agreement, the individual below represents that he/she has the authority to execute this Plan document on behalf of the Employer. This Adoption Agreement may only be used in conjunction with Basic Plan Document #05. The Employer understands that the Volume Submitter Sponsor has no responsibility or liability regarding the suitability of the Plan for the Employer's needs or the options elected under this Adoption Agreement. It is recommended that the Employer consult with legal counsel before executing this Adoption Agreement.

State of Iowa  
*(Name of Employer)*

Christy Niehaus Chief Operating Officer  
*(Name of authorized representative)* *(Title)*

*Christy Niehaus* 6/21/19  
*(Signature)* *(Date)*