

**GOVERNMENTAL
401(a) DEFINED CONTRIBUTION PLAN
ACCG BASIC PLAN DOCUMENT No. 1**

401(a) DEFINED CONTRIBUTION PROGRAM

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ARTICLE I: PURPOSE AND ADOPTION

This preapproved plan consists of two parts: (1) an Adoption Agreement that is a separate document and (2) a preapproved ACCG Basic Plan Document. Each part contains substantive provisions that are integral to the operation of the Plan. The Adoption Agreement is the means by which an adopting Employer elects the optional provisions that shall apply under its plan. The ACCG Basic Plan Document describes the standard provisions elected in the Adoption Agreement.

The Adoption Agreement is completed by the adopting Employer. Provisions appearing on the Additional Provisions Addendum of the Adoption Agreement, if present, supplement or alter provisions appearing in the Adoption Agreement and the ACCG Basic Plan Document in the manner described within that Addendum. Provisions appearing on the Plan Superseding Provisions Addendum of the Adoption Agreement, if present, supersede any conflicting provisions appearing in the Adoption Agreement, the ACCG Basic Plan Document or any addendum to either in the manner described therein. This Plan is intended to be a profit sharing plan that meets the applicable requirements of Sections 401(a), and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code") by meeting the requirements for governmental plans under Code Section 414(d) and 414(h). The Basic Plan Document and Adoption Agreement are for adoption only governmental Employers, as defined under Code Section 414(d). No Employer may adopt this Plan without the consent of the Association County Commissioners of Georgia (ACCG).

ARTICLE II: DEFINITIONS

For purposes of the Plan, the following terms, when used with an initial capital letter, shall have the meanings set forth below unless a different meaning plainly is required by the context.

2.01 Account

Account means the amount of money or other property set aside for the Participant in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Third Party Service Provider may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

2.02 Active Participant

Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since his Employment or Reemployment Commencement Date.

2.03 Adoption Agreement

Adoption Agreement means the document executed by each Employer adopting this Plan. The terms of the Plan and Trust, as modified by the terms of an adopting Employer's Adoption Agreement shall constitute a separate Plan to be construed as a single Plan.

2.04 Affiliate

Affiliate means the Employer and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code Section 14(b)] as the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code Section 414(c)] the Employer; is a member of an affiliated service group [as defined in Code Section 414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code Section 414(o). Solely for purposes of Code Section 415 and Section 5.03 of the Plan, the term “Affiliate” as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase “more than 50 percent” were substituted for the phrase “at least 80 percent” in each place the latter phrase appears in Code Section 1563(a)(1).

2.05 Annual Addition

Annual Addition means the sum of the amounts described in Section 5.03(c).

2.06 Beneficiary

Beneficiary means the person(s) designated by a Participant who is or may become entitled to a death benefit under the Plan. Beneficiary designations shall be made in accordance with Section 7.03 of the Plan.

2.07 Break in Service

Break in Service means, with respect to an Eligible Employee, any consecutive twelve (12) month period during which such Eligible Employee fails to complete more than five hundred (500) Hours of Service with the Employer. Unless otherwise elected by the Employer in Section 2.61 of its Adoption Agreement, the consecutive twelve (12) month period shall be measured from the Employment or Reemployment Commencement Date and each anniversary thereof.

If an individual is absent from work because of Maternity or Paternity Leave on the first anniversary of his or her Severance Date, the 12-consecutive month period beginning on that individual’s Severance Date shall not constitute a Break in Service.

For a Leave of Absence due to Military Leave under USERRA and FMLA Leave under the Family and Medical Leave Act of 1993, a Break in Service shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

For purposes of determining whether an Eligible Employee has incurred a Break in Service, an Eligible Employee absent from work due to a Maternity or Paternity Leave shall be credited with the greater of (a) the number of Hours of Service actually worked or (b)(i) the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave, or (ii) if the Employer is unable to determine the hours described in clause (b)(i) hereof, eight (8) Hours of Service for each day of absence included in the Maternity or Paternity Leave; provided, the maximum number of Hours of Service credited for purposes of clause (b) shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the year in which the Maternity or Paternity Leave

begins unless such Hours of Service are not required to prevent the Eligible Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Eligible Employee in the immediately following year. No Hour of Service shall be credited under clause (b) due to Maternity or Paternity Leave as described in this Section unless the Eligible Employee furnishes proof satisfactory to the Employer (i) that his absence from work was due to a Maternity or Paternity Leave, and (ii) of the number of days he was absent due to the Maternity or Paternity Leave. The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the above determinations.

2.08 Code

Code means the Internal Revenue Code of 1986, as amended, and any succeeding federal tax provisions.

2.09 Compensation

- (a) General Definition. Compensation means, except as otherwise provided in the Employer's Adoption Agreement, the total of all payments, direct or indirect, made by the Employer to a Participant for services rendered to the Employer, as defined in Code Section 3401(a) for purposes of income tax withholding at the source and as required to be reported to the Employee by the Employer under Code Section 6041(d), 6051(a)(3) and 6052, but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under Code Sections 125, 132(f), 402(e)(3), 402(h)(1)(B), 402(k), 457(b) or 414(h), on behalf of the Participant.
- (b) Determination Period. Except as provided elsewhere in this Plan, Compensation shall include only that Compensation that is actually paid to the Participant during the determination period, and the determination period shall be elected by the Employer in its Adoption Agreement. If the Employer makes no election, the determination period shall be the Plan Year. For Employees whose date of hire is less than 12 months before the end of the 12-month period designated by the Employer in its Adoption Agreement, Compensation will be determined over the Plan Year.
- (c) Severance Payments. Compensation shall include payments made after Severance from Employment if the payments are for regular compensation for service during the Employee's regular working hours or compensation for services outside the Employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments to the extent such payment would have been made prior to the Employee's Severance Date if the Employee had continued in employment with the Employer, provided such amounts are paid within the post-severance period as defined below.

Compensation may include payment for unused leave (i.e. unused accrued bona fide sick, vacation, or other leave) that is paid within the post-severance period as defined below, but only if the Employee would have been able to use the leave if employment

had continued and only if inclusion of unused leave is included in Years of Service as elected by the Employer in Section 2.61 of its Adoption Agreement.

For purposes of this Section the “post-severance period” begins on the date the Employee has a Severance from Employment and ends on the later of (i) 2 ½ months after Severance from Employment or (ii) the end of the Limitation Year that includes the date of the Employee’s Severance from Employment.

- (d) Differential Wage Payments. Compensation shall also include Differential Wage Payments if so elected by the Employer under Section 4.07 of its Adoption Agreement.
- (e) State Pension Plans. Compensation shall exclude that portion of an Employee’s Compensation defined by O.C.G.A. 47-23-100, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto, which definition is used for purposes of participation in a State pension plan under O.C.G.A. 47-23.
- (f) Leave of Absence. Compensation for purposes of Qualified Military Service and USERRA is defined in Section 4.07(d) of the Plan.
- (g) Section 415 Compensation. Compensation for purposes of Code Section 415 is defined in Section 5.03(e) of the Plan.
- (h) Short Plan Years. If the initial Plan Year of a new Plan consists of fewer than 12 months, calculated from the Original Effective Date through the end of such initial Plan Year, Compensation shall be determined from such Original Effective Date through the end of the initial Plan Year unless otherwise provided in the Employer’s Adoption Agreement.
- (i) Leased Employees. If a Leased Employee is treated as an Employee and is eligible to participate in this Plan, Compensation for such Leased Employee shall include compensation from the leasing organization which is attributable to services performed by the Leased Employee for the Employer. If a Leased Employee is covered by a “safe harbor leasing plan” sponsored by the leasing organization, any allocation otherwise due to such Leased Employee under this Plan shall be reduced by the Leased Employee’s allocations under the leasing organization’s plan to the extent that such allocations are attributable to services performed for the Employer.
- (j) Code Section 401(a)(17) Limits. Notwithstanding the foregoing, in no event shall Compensation taken into account under the Plan for any 12-month determination period exceed the annual Compensation Limit under Code Section 401(a)(17)(B) as in effect on the first day of the determination period. The “determination period” means the Plan Year or other 12-consecutive month period (i.e. the Limitation Year.) If Compensation for any prior determination period is taken into account in determining a Participant’s allocations for the current Plan Year, the Compensation for such prior determination period is subject to the applicable annual Compensation limit in effect for that prior period. The annual Compensation limit under Code Section 401(a)(17) shall be adjusted by the Secretary of the Treasury to reflect increases in the cost of living as provided in Code Section 401(a)(17)(B) provided that the dollar increase in effect on January 1 of any calendar year is effective for the

determination period beginning in such calendar year. Compensation determined over a period of less than 12-consecutive months shall be prorated. Any adjustment in the limit under Code Section 401(a)(17) shall continue to be incorporated by reference.

The Code Section 401(a)(17) limits in this Section shall not apply to an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by Section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995, to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

2.10 Contributions

Contributions mean, individually or collectively, the Mandatory Employee, Employee After-Tax, Employer Basic, Employer Discretionary, Employer Matching, and Rollover Contributions as required by the selections made by the Employer under Article IV of its Adoption Agreement.

2.11 Disabled or Disability

Disabled or Disability means a disability of a Participant within the meaning of Code Section 72(m)(7) to the extent that the Participant is, or would be, entitled to disability retirement benefits under Title II of the Federal Social Security Act, or such other definition as specified in the Employer's Adoption Agreement. The Plan Administrator may, after receiving notice of a Disability, arrange to have the Participant examined by a medical practitioner of the Plan Administrator's choosing as often as the Plan Administrator determines necessary or desirable to confirm continuation of the Participant's Disability, until all benefits have been paid to the Participant, but not to exceed more than once annually and not if it would violate the requirements of the Americans with Disabilities Act. In the case of a Plan restatement, a Participant who was previously determined to have been Disabled prior to the earlier of the date of execution or the effective date of the restatement shall continue to be disabled in accordance with and subject to the provisions of the Plan prior to the restatement.

2.12 Differential Wage Payments

Differential Wage Payments mean any payments that are made by the Employer to an individual with respect to any period during which the individual is performing Qualified Military Service (as defined in Sections 2.47 and 4.07 hereof) while on active duty for a period of more than 30 days, and represents all or a portion of the wages the individual would have received from the Employer if the individual were performing services for the Employer.

2.13 Distributee

Distributee means a Participant or former Participant, the Participant's or former Participant's Surviving Spouse and the Participant's or former Participant's Spouse or former

Spouse who is the alternate payee under a qualified domestic relations order (if domestic relations order are recognized under the Plan) who is entitled to receive a distribution from the Participant's vested Account. The term Distributee shall also include a Designated Beneficiary (as defined in Code Section 401(a)(9)(E)) of a Participant who is not the Surviving Spouse of the Participant, in which case the distribution can only be transferred to a traditional IRA or Roth IRA established on behalf of the nonspouse Designated Beneficiary for the purpose of receiving such distribution.

2.14 Effective Date

Effective Date means the date specified in the Employer's Adoption Agreement. The "Original Effective Date" means the date the Plan was initially adopted by the Employer.

2.15 Elapsed Time Method

Elapsed Time Method means the method of computing a Year of Service by reference to the total time (years, months and days) that elapses between the Employee's Employment Commencement Date or Reemployment Commencement Date and the Employee's Severance Date. The total time need not be consecutive.

2.16 Eligibility Computation Period

Eligibility Computation Period means each 12-consecutive month period beginning with an Employee's Employment Commencement Date and each anniversary thereof, unless otherwise elected by the Employer in its Adoption Agreement.

2.17 Eligible Employee

Eligible Employee means any Employee of the Employer who is eligible to participate in the Plan, as specified in the Employer's Adoption Agreement. Eligible Employee shall exclude the following, unless otherwise elected by the Employer in its Adoption Agreement:

- (a) Any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System of Georgia) and who elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans including plans established for peace officers and firefighters and the Georgia National Guard.
- (b) Tax Commissioners, tax collectors, and tax receivers and employees in their offices who first or again take office or become employed on or after July 1, 2012, if such individuals participate in the Employee's Retirement System of Georgia, by resolution of the Employer.
- (c) Juvenile court judges as defined in O.C.G.A. 47-23-1(13), as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto.
- (d) Nonresident aliens who do not receive any earned income from the Employer which constitutes United States sourced income are automatically excluded unless their inclusion is elected by the Employer in its Adoption Agreement.

- (e) Any individual who is a public employee on July 1, 1985; has not, on or after such date, ceased to be a public employee; commits a public employment related crime on or after July 1, 1985, in his or her capacity as a public employee; and is convicted for the commission of such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms “conviction,” “final conviction,” “public employee,” and “public employment related crime” of this Section 2.17(e) shall have the meaning assigned to such terms under O.C.G.A. Section 47-1-20, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(e) is to reflect the requirement of O.C.G.A. Section 47-1-21.
- (f) Any individual who first or again becomes a public employee after July 1, 1990, but commits a drug-related crime and is convicted for such crime, shall no longer be an Eligible Employee as of the date of such final conviction. Such an Employee shall not, at any time thereafter, be an Eligible Employee under the Plan as adopted by any Employer, not just the Employer against whom the individual committed the public-employment related crime. The terms in this Section 2.17(f) shall have the meaning applicable to such terms under O.C.G.A. Section 47-1-22.1, as it is in effect as of October 1, 2019 and is set forth in Schedule A hereto. The purpose of this Section 2.17(f) is to reflect the requirement of O.C.G.A. Section 47-1-22.1.
- (g) Any other individual employed by the Employer who is not designated as an Eligible Employee in the Employer’s Adoption Agreement, or who is specifically excluded as an Eligible Employee in the Employer’s Adoption Agreement.

2.18 Eligible Retirement Plan

Eligible Retirement Plan means a plan which is a defined contribution plan or deferred compensation plan, the terms of which permit the acceptance of rollover distributions and which is either: (a) a traditional individual retirement account described in Code Section 408(a), (b) an individual retirement annuity described in Code Section 408(b) (other than an endowment contract), (c) a qualified trust described in Code Section 401(a) and exempt from taxation under Code Section 501(a), (d) an annuity plan described in Code Section 403(a), (e) an annuity contract described in Code Section 403(b), (f) an eligible plan under Code Section 457(b) which is maintained by a state or agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, or (g) a Roth individual retirement account described in Code Section 408A. If any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth Account, an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account of the individual from whose account the payments or distributions were made, or a Roth IRA for such individual. Eligible Retirement Plan shall also apply in the case of a distribution to a Surviving Spouse or a Spouse or former Spouse who is an alternate payee under a qualified domestic relations order, as defined in Code Section 414(p).

2.19 Eligible Rollover Distribution

Eligible Rollover Distribution means any distribution to an Eligible Employee or his Surviving Spouse of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Employee's "Eligible Rollover Distribution" shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life (or life expectancy) of the Employee or the joint lives (or joint life expectancies of the Employee and his Beneficiary, or (ii) for a specified period of 10 years or more, and (b) any distribution to the extent such distribution is required under Code Section 401(a)(9). The portion of a distribution that consists of after-tax employee contributions that are not includible in gross income may be transferred only to a traditional individual retirement account or annuity described in Code Section 408(a) or a Roth individual retirement account or annuity described in Code Section 408A (b) or to a qualified defined contribution plan or an annuity contract described in Code Section 401(a) or 403(a) that agrees to separately account for amounts so transferred. Effective for distributions made on and after January 1, 2007, after-tax amounts may also be transferred to an annuity contract described in Code Section 403(b) that agrees to the separate accounting rules described above. Effective January 1, 2010, Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary. An Eligible Rollover Distribution includes a distribution to a non-spouse Beneficiary.

2.20 Employee

Employee means a common law employee employed by the Employer (including elected or appointed officials). Employee shall include employees of the State of Georgia who are specifically permitted to participate in local governmental plans under Georgia law. Employee shall include Leased Employees unless Leased Employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code Section 414(n)(5)(C)(ii). In that case, the term "Employee" shall not include those Leased Employees covered by a money purchase plan maintained by the leasing company that provides for (i) a nonintegrated employer contribution rate of at least 10 percent of compensation, (ii) full and immediate vesting and (iii) immediate participation by each employee of the leasing company, as described in Code Section 414(n)(5)(B).

Employee shall exclude any individual classified by the Employer as an independent contractor even if such independent contractor is later determined to be a common law employee of the Employer.

Effective for Plan Years beginning in 2009 and thereafter an individual who otherwise satisfies the requirements of this Section and who is not otherwise in an excludable category but who is not currently providing services to the Employer due solely to Qualified Military Service and who is receiving Differential Wage Payments, shall be treated as an Employee.

2.21 Employee Contributions

Employee Contributions mean Mandatory Employee Contributions and Employee After-Tax Contributions.

2.22 Employee After-Tax Contributions

Employee After-Tax Contributions mean the Contributions made by the Employee on an after-tax basis under the terms of the Plan pursuant to Section 4.01, if so elected by the Employer in its Adoption Agreement.

2.23 Employer

Employer means each county, municipality, authority or other governmental entity adopting this Plan, and any Affiliate that is a governmental entity that affirmatively elects to adopt this Plan for the benefit of its employees.

2.24 Employer Basic Contributions

Employer Basic Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(a), if so elected by the Employer in its Adoption Agreement.

2.25 Employer Discretionary Contributions

Employer Discretionary Contributions mean the Contributions made by the Employer on behalf of Participants under the terms of the Plan pursuant to Section 4.02(b), if so elected by the Employer in its Adoption Agreement and as so determined by the Employer in its sole discretion.

2.26 Employer Matching Contributions

Employer Matching Contributions mean the Contributions made by the Employer that match some or all of the Employee's salary deferral contributions to a Code Section 457(b) Plan sponsored by the Employer, pursuant to Section 4.03 of the Plan, if so elected by the Employer in its Adoption Agreement.

2.27 Employment Commencement Date

Employment Commencement Date means the date on which the Employee first performs an Hour of Service for the Employer or Affiliate.

2.28 Entry Date

Entry Date means the date designated in the Employer's Adoption Agreement that the Eligible Employee shall begin participating in the Plan. The Employer may specify different Entry Dates for purposes of Employee Contributions and eligibility for Employer Basic, Discretionary and Matching Contributions.

2.29 Forfeiture

Forfeiture means, for any Plan Year, the dollar amount of Participant's Account (or portion thereof) that is not 100% vested and is forfeited in accordance with Section 6.03. Forfeitures may be used to reduce Restoration Contributions, pay Plan expenses or reduce future Employer Contributions, if any, as determined by the Employer.

2.30 Hour of Service

Hour of Service means the increments of time described in sections (a), (b), and (c) hereof (as applicable) subject to any limitations set forth herein:

- (a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Plan Administrator shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;
- (b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Plan Administrator shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and
- (c) Each hour for which the Employer, either directly or indirectly, pays an Employee (including payments made or due from a trust or insurer to which the Employer Contributes or pays premiums), or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as Leave of Absence, vacation, holiday, sick leave, illness, incapacity (including Disability), layoff, jury duty, or military duty, provided:
 - (i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or not such period occurs during a single Plan Year) unless the Employee performs no duties due to Qualified Military Service and returns to employment with the Employer during the period that his employment rights are protected under Federal law;
 - (ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable workers' compensation, unemployment compensation, or disability insurance laws;
 - (iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him; and
- (d) Each hour for which the Employee is required to be credited leave under Code Section 414(u) relating to USERRA.
- (e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), or (c). If the service counted under this Section can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

- (f) The Employer shall credit Hours of Service in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.
- (g) If the Employer does not maintain records that accurately reflect the actual Hours of Service to be credited to an Employee, 190 Hours of Service will be credited to the Employee for each month worked, unless the Employer has elected to credit Hours of Service in accordance with one of the other equivalencies set forth in paragraph (e) of Department of Labor Regulation Section 2530.200b-3.

2.31 Hours of Service Method

Hours of Service Method means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a twelve (12) consecutive month period or any permitted equivalency. Unless otherwise provided in the Employer's Adoption Agreement, the Hours of Service Method shall require 1000 Hours of Service to earn one (1) Year of Service. Any computations or calculations using the Hours of Service Method shall be made on the anniversary date of the Eligible Employee's Employment or Reemployment Commencement Date unless another Eligibility Computation Period is elected by the Employer under Section 2.16 of the Adoption Agreement and Section 2.61 of the Adoption agreement (for vesting).

2.32 Inactive Participant

Inactive Participant means a Participant who has a Severance from Employment with the Employer but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

2.33 Investment Fund or Funds

Investment Fund or Funds means the investment options available for investment of assets of the Plan and agreed to by the Trustee.

2.34 Leased Employee

Leased Employee means any person who is not an Employee of the Employer but provides services to the Employer pursuant to an agreement between the Employer and any other person (the "leasing organization") on a substantially full time basis for a least one year and under the primary direction or control of the Employer all in accordance with Code Section 414(n) and the regulations thereunder. Contributions or benefits provided a Leased Employee by the leasing organization which are attributable to services performed for the Employer shall be treated as provided by the Employer.

2.35 Leave of Absence

Leave of Absence means a paid or unpaid excused leave of absence granted to an Employee by the Employer in accordance with applicable federal and state law or the Employer's personnel policies. Leave of Absence shall include the following:

- (a) Military Leave. Employees who leave the service of the Employer, voluntarily or involuntarily to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment rights under USERRA; and (ii) the Employee applies for and reenters service with the Employer within the time, in the manner and under the conditions prescribed by USERRA or any other similar and applicable law; and
- (b) FMLA Leave. Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993(FMLA) provided that the Employee returns to active employment within the time required under the FMLA.
- (c) Other Leave. Employees who leave the service of the Employer under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

2.36 Limitation Year

Limitation Year means the Plan Year, which shall be the limitation year for purposes of Code Section 415 and the regulations promulgated thereunder, unless the Employer elects a different Limitation Year in its Adoption Agreement.

2.37 Mandatory Employee Contributions

Mandatory Employee Contributions mean the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Section 4.01(a) and Code Section 414(h), if so elected by the Employer in its Adoption Agreement.

2.38 Maternity or Paternity Leave

Maternity or Paternity Leave means any period during which an Employee is absent from work as an Employee of the Employer or an Affiliate by reason of (a) pregnancy of such Employee; (b) the birth of a child of such Employee; (c) the placement of a child with such Employee in connection with the adoption of such child by such Employee; or (d) caring for a child immediately after the birth or placement of such child.

2.39 Normal Retirement Age

Normal Retirement Age means the age or combination of age plus service as specified in the Employer's Adoption Agreement.

2.40 Normal Retirement Date

Normal Retirement Date means the first day of the month coincident with or next following the date a Participant attains Normal Retirement Age.

2.41 Participant

Participant means any Eligible Employee who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. “Participant” shall include Active Participants and Inactive Participants who have an Account under the Plan.

2.42 Period of Service

Period of Service means, under the Elapsed Time Method of determining Service, the aggregate of all service performed by the Employee for the Employer and all Affiliates commencing with the Employee’s Employment Commencement Date and ending with the Employee’s Severance Date.

2.43 Period of Severance

Period of Severance means, under the Elapsed Time Method of determining Service, a continuous period of time during which the Employee is not employed by the Employer or an Affiliate. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the Employee was first absent from service. A one-year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which the Employee is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as required by law or as set forth in the Plan.

- (a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period ending on the first anniversary of the first date of such absence, shall not constitute a Period of Severance.
- (b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted Maternity or Paternity Leave under such Act.
- (c) Military Leave. For a Leave of Absence due to Military Leave under USERRA a Period of Severance shall not be deemed to have occurred if the Eligible Employee returns to the Service of the Employer following the Leave of Absence within the time required by federal and state law.

2.44 Plan

Plan means the ACCG 401(a) Defined Contribution Plan as set forth herein and in the accompanying Adoption Agreement and all amendments thereto. The Employer shall designate the name of the Plan in the Adoption Agreement. The Plan shall be administered and maintained as a separate and independent Plan for each adopting Employer. The Plan is intended to be a profit sharing plan qualified under the applicable provisions of Code Section 401(a), as applied to governmental plans.

2.45 Plan Administrator

Plan Administrator means the Employer or the individuals designated by the Employer as defined in Code Section 414(g), to provide directions to the Third Party Service Provider. Such designation must be made in a manner specified by the Third Party Service Provider.

2.46 Plan Year

Plan Year means the calendar year.

2.47 Qualified Military Service

Qualified Military Service means Military Service during which the Eligible Employee is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code. "Military Service" means the period of an Eligible Employee's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

2.48 Reemployment Commencement Date

Reemployment Commencement Date means the date on which the Employee first performs an Hour of Service following a Severance from Employment.

2.49 Restoration Contributions

Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.06.

2.50 Rollover Contribution

Rollover Contribution means the amount contributed to the Plan by an Eligible Employee (and received and accepted by the Third Party Service Provider) as an Eligible Rollover Distribution as defined herein and in Code Section 402. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Third Party Service Provider is permitted under the Code (including the regulations and rulings promulgated thereunder).

2.51 Service

Service means the period of time the Employee is employed by the Employer and all Affiliates. If the Employer maintains the plan of a predecessor employer, service with such predecessor employer will be treated as Service for the Employer.

2.52 Severance from Employment

Severance from Employment means the date the Employee ceases to be an Employee of the Employer or an Affiliate and permanently severs from employment with the Employer due to retirement, death, or other severance as provided in rules and regulations issued by the Internal Revenue Service under Code Section 401(k).

2.53 Severance Date

Severance Date means the earlier of the date the Employee (a) has a Severance from Employment with the Employer and any Affiliate or (b) the first anniversary of the first day of absence for any other reason or the second anniversary of the first day of absence due to Maternity or Paternity Leave. If an individual terminates or is absent from employment with the Employer because of military duty, such individual shall not incur a Severance Date if his employment rights are protected under Federal law and he returns to employment with the Employer within the period during which he retains such employment rights, but if he does not return to such employment within such period his Severance Date shall be the earlier of (1) the first anniversary of the date his absence commenced, or (2) the last day of the period during which he retains such employment rights.

2.54 Spouse or Surviving Spouse

Spouse or Surviving Spouse means the person to whom an individual is lawfully married for purposes of federal income taxes. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death.

2.55 Third Party Service Provider

Third Party Service Provider means the Association County Commissioners of Georgia or its designee.

2.56 Trust Fund

Trust Fund means the total amount of cash and other property held by the Defined Contribution Plan Program Board of Trustees (or its nominee) at any time under the separate Trust Agreement.

2.57 Trustee(s)

Trustee(s) means the Defined Contribution Plan Program Board of Trustees and the individual members thereof as appointed by the Board of Managers of the Association County Commissioners of Georgia.

2.58 Trust(s) or Trust Agreement

Trust(s) or Trust Agreement means the separate agreement between Association County Commissioners of Georgia and the Defined Contribution Plan Program Board of Trustees governing the creation of the Trust Fund. The provisions of this Plan shall override any conflicting provisions contained in the Trust Agreement. The terms of the Trust Agreement are not incorporated into this Plan document, and its provisions have not been reviewed or approved by the Internal Revenue Service.

2.59 USERRA

USERRA means the Uniformed Services Employment and Reemployment Rights Act of 1994.

2.60 Valuation Date

Valuation Date means each business day or such other date as specified and communicated by the Third Party Service Provider.

2.61 Year of Service

Year of Service means the computation period used to determine a Participant's eligibility to participate in the Plan and for purposes of determining the Participant's vested interest in his or her Account, using the method as set forth in the Employer's Adoption Agreement.

ARTICLE III: PARTICIPATION AND SERVICE

3.01 Participation Eligibility

Each Eligible Employee shall become a Participant in this Plan effective upon the first Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. The initial Eligibility Computation Period shall be 12-consecutive month period beginning on the Employee's Employment Commencement Date. The succeeding 12-consecutive month periods shall commence on each anniversary of the Employee's Employment Commencement Date, unless the Employer elects to convert to the Plan Year under Section 2.16 of its Adoption Agreement. If the Employer elects to convert the Eligibility Computation Period to the Plan Year, the succeeding 12-consecutive month periods commence with the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date regardless of whether the Employee is entitled to be credited with a Year of Service during the initial Eligibility Computation Period. An Employee who has earned a Year of Service in both the initial Eligibility Computation Period and the first Plan Year which commences prior to the first anniversary of the Employee's Employment Commencement Date, will be credited with two Years of Service for purposes of eligibility to participate.

Each Eligible Employee who was an Active Participant in the Plan on the day before the Effective Date of any Plan restatement or Plan amendment, shall continue as a Participant in the Plan, except as otherwise specifically provided therein.

3.02 Participation Upon Reemployment

Upon the Eligible Employee's Reemployment Commencement Date, the Eligible Employee shall have the following status in the Plan based on his status as of his most recent Severance Date:

- (a) If the Eligible Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.
- (b) If the Eligible Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the later of the date he would have entered the Plan had he not had a Severance from Employment or the Plan Entry Date immediately following his Reemployment Commencement Date.

- (c) If the Eligible Employee had not satisfied the Plan's eligibility conditions, he shall receive all previous Years of Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.
- (d) Such other conditions shall apply as specified in the Additional Provisions Addendum to the Adoption Agreement.

3.03 Transfers

If a Participant transfers to employment with any other Affiliate that has not adopted the Plan or another position with the Employer and is no longer an Eligible Employee, his participation under the Plan shall be suspended but he shall not be considered terminated from employment with the Employer. During the period of the Participant's employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.02(d); (b) he shall continue to vest in any Employer Contributions; (c) his Employer Account shall receive no Employer Contributions; (d) he shall make no Employee Contributions to the Plan during that time; (e) he shall not be eligible to receive a distribution from the Plan that is only permitted after Severance from Employment; and (f) the applicable provisions of Articles V, VI and VII shall continue to apply.

If an Employee who is not an Eligible Employee becomes an Eligible Employee, such Eligible Employee shall become a Participant immediately upon his transfer if such Eligible Employee has already satisfied the eligibility requirements and would have otherwise previously become a Participant. Wages and other payments made to an Employee before becoming an Eligible Employee for services other than those as an Eligible Employee shall not be included in Compensation for purposes of determining the amount and allocation of any contribution to such Eligible Employee's Account under the Plan.

3.04 Omission of Eligible Employee

If, in any Plan Year, any Employee who should be included as a Participant in the Plan is omitted erroneously and discovery of such omission is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall make a subsequent Contribution with respect to the omitted Eligible Employee in the amount which the Employer would have contributed with respect to the Eligible Employee had he not been omitted, in accordance with the Employee Plans Compliance Resolution System.

3.05 Inclusion of Ineligible Employee

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a Contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the Employer Contributions made with respect to the ineligible person, in accordance with the Employee Plans Compliance Resolution System. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce Plan expenses or the subsequent Employer Contributions due under the Plan as determined by the Employer. Any Employee Contributions shall be returned to the Employee.

3.06 Election Not to Participate

The Employer may elect under its Adoption Agreement to allow Employees to elect out of participating in the Plan. Any such election shall be made on a one time only basis and shall be irrevocable.

If the Employer has elected to require Mandatory Employee Contributions under the Plan, as provided in Section 4.01 (a), the election out of participating must be made prior to the date the Employee first becomes eligible for any qualified retirement plan sponsored by the Employer. If an election out of the Plan is permitted, the Employee may elect out of the Plan by executing a form as provided by the Plan Administrator or the Third Party Service Provider.

ARTICLE IV: CONTRIBUTIONS

4.01 Employee Contributions

- (a) Mandatory Employee Contributions. If required by the Employer in its Adoption Agreement, there shall be deducted from the Compensation paid by the Employer to each Eligible Employee who becomes a Participant in the Plan, a Mandatory Employee Contribution equal to the percentage of Compensation as designated by the Employer in its Adoption Agreement. The Employer shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such Contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such Contributions shall be made pursuant to Code Section 414(h) and shall be treated as Employer Contributions in determining their federal income tax treatment under the Code, but shall be treated as Employee Contributions for other purposes under the Plan. Such Contributions also shall comply with the provisions of Revenue Ruling 2006-43.
- (b) Employee After-Tax Contributions. If permitted by the Employer in its Adoption Agreement, Participants may contribute to the Plan on an after-tax basis. The Employer may provide in its Adoption Agreement, a limit on the percentage of Compensation a Participant may contribute annually to the Plan as After-Tax Contributions.

4.02 Employer Basic and Discretionary Contributions

- (a) Basic Contributions. If elected by the Employer in its Adoption Agreement, the Employer shall contribute on behalf of each Participant a percentage of each Participant's Compensation or such other amount as designated in the Employer's Adoption Agreement.
- (b) Discretionary Contributions. If elected by the Employer in its Adoption Agreement, the Employer may, but shall not be required to, make a Discretionary Contribution to the Plan for a Plan Year, which shall be allocated to the Participant's Account based

on one or more of the allocation formulas selected in the Adoption Agreement. In any year the Employer decides to make such a Discretionary Contribution, its governing body shall specify by resolution, the total amount of the Contribution and the specific aggregate amounts to be applied to each of the selected allocation formulas.

- (c) Allocation Formula. Employer Contributions, if any for a Plan Year, may be fixed in terms of dollars, percentage of Compensation or based on a uniform allocation formula that is age weighted or service weighted. An allocation formula based on age or service must be a uniform points plan where each Employee is given a uniform number of points for age, service and Compensation. Each Participant's allocation shall bear the same relationship to the Employer Contribution as his or her total points bear to all points awarded. A uniform points plan need not grant points for both age and service if points are also granted for units of Compensation. A uniform points plan need not grant points for Compensation if it grants points for both age and service. Each employee must receive the same number of points for each year of age, service and each unit of Compensation. The number of years for which points are granted may be limited.

4.03 Employer Matching Contributions

If elected by the Employer in its Adoption Agreement, Employer Matching Contributions shall be made to the Plan for each Active Participant who is making voluntary employee salary deferral contributions under a Code Section 457(b) eligible deferred compensation plan sponsored by the Employer. The Employer shall make an Employer Matching Contribution of a designated percentage of the salary deferral contribution made by the Participant to such Code Section 457(b) Plan for the period selected by the Employer in the Adoption Agreement. The amount of such Employer Matching Contribution may be designated by the Employer in its Adoption Agreement, or may be discretionary from year to year, as selected by the Employer in its Adoption Agreement. In any year the Employer decides to make a discretionary Employer Matching Contribution, its governing body shall specify by resolution, the amount of such Employer Matching Contribution.

If an Employer Matching Contribution is made based on a salary deferral contribution to a Code Section 457(b) Plan that is later returned to the Participant for any reason, such Employer Matching Contribution shall be forfeited and transferred to the Plan's Forfeiture account.

4.04 Timing of Contribution

The Employer shall pay to the Trust Fund all Contributions no later than the time prescribed by state and federal law.

4.05 Rollovers From Other Plans

- (a) Eligible Rollovers. All Participants shall be eligible to transfer an Eligible Rollover Distribution to the Plan if the Third Party Service Provider, in its sole discretion, agrees to accept such transfers and the Employer elects to permit rollovers in its Adoption Agreement. The rollover procedures approved by the Third Party Service Provider shall provide that such a transfer may be made only if the following conditions are met:
- (i) the amount is received directly from an Eligible Retirement Plan or the transfer of amounts (other than after-tax employee contributions) occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan;
 - (ii) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code Section 402(c)(2);
 - (iii) the amount is not rolled over from an individual retirement account or annuity described in Code Section 408(a) or (b) (including a Roth IRA under Code Section 408A) to the extent such amount would not otherwise be includible in the Employee's income;
 - (iv) the Plan will separately account for any rollovers of after-tax amounts.
- (b) Rollover Procedures. The Third Party Service Provider shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Third Party Service Provider, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.02(d). Upon Severance from Employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.
- (c) Eligibility for Rollover. If the Employer so designates in its Adoption Agreement, all Eligible Employees, whether or not Participants in the Plan, may make Eligible Rollovers to the Plan.

4.06 Restoration Contributions

- (a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account upon Severance from Employment, receives a distribution of the entire vested portion of his Account (such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.03), and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, that individual may repay the full amount of the distribution to the Plan (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance or

Breaks in Service commencing after the distribution. Upon such repayment, his Account will be credited with (i) all amounts (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

- (b) Restoration of Other Forfeitures. If a Participant is not 100% vested in his Account upon Severance from Employment, and has not received a distribution of the entire vested portion of his Account, but has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance or Breaks in Service, his Account shall be credited with all amounts (unadjusted for gains or losses) which were forfeited.
- (c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Employer from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) Contributions by the Employer.
- (d) Notice of Buy-Back Rights. It shall be the duty of the Plan Administrator to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

4.07 Qualified Military Service

Notwithstanding any provision of the Plan to the contrary, Contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with USERRA and Code Section 414(u). In addition, the survivors of any Participant who dies on and after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than Contributions relating to the period of Qualified Military Service, but including vesting service credit for such period and any ancillary life insurance or other survivors benefits) that would have been provided under the Plan had the Participant resumed employment on the day preceding the Participant's death and then terminated employment on account of death. If State law provides a greater protection of retirement benefits for Plan Participants who perform military service, the State law shall prevail. The Plan Administrator shall notify the Third Party Service Provider and the Trustee of any Participant with respect to whom additional contributions will be made because of USERRA requirements.

- (a) Reemployment. Plan Participants reemployed in accordance with the requirements of USERRA and Code Section 414(u) shall be treated as not having incurred a Break in Service or Period of Severance under the Plan during such Qualified Military Service. Such periods of Qualified Military Service shall be counted for eligibility and vesting purposes under the Plan.

- (i) Employer Contributions. Except as otherwise provided below, the Employer shall make an Employer Contribution on behalf of a Participant who returns to employment with the Employer in accordance with USERRA following a period of Qualified Military Service. Such Employer Contribution shall be made within 90 days after the date the Participant is reemployed by the Employer or when Employer Contributions are normally made for the year in which Qualified Military Service was performed, whichever is later. Such Employer Contribution shall be made for the period of Qualified Military Service based on the actual Employer Contribution made for the Plan Year(s) in which the Participant was in Qualified Military Service.
 - (ii) Required Employee Contributions. Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Employee Contributions in order to receive Employer Contributions under the Plan for the period of Qualified Military Service. For purposes of this Section 4.07, “Employee Contributions” shall include any salary deferrals under an Employer-sponsored Code Section 457(b) plan, which are required in order to receive Employer Matching Contributions. If the Employer elects in its Adoption Agreement not to require the Participant to make-up Employee Contributions to receive Employer Contributions for the period of Qualified Military Service, the Participant shall be deemed to have made the maximum required Employee Contribution, without any corresponding increase in the Participant’s Employee Contribution Account(s).
 - (iii) Make-up Employee Contributions. A Participant who is required to make-up Employee Contributions in accordance with this Section must do so within the time period that begins on the date of the Employee’s Reemployment Commencement Date and ends on the date that is three times the period of Qualified Military Service or five (5) years, or the Participants’ Severance from Employment, whichever is earlier. The make-up Employee Contributions shall not be adjusted for earnings. The Participant may make-up all or a portion of any required Employee Contributions and shall receive Employer Contributions that are directly proportionate to the amount of Employee Contributions that are made up. The Employee shall designate the Plan Year to which such Employee Contributions relate. The Employer shall allocate its Employer Contribution based on the Participant’s make-up Employee Contribution in the time and manner as such Employer Contributions are made for active Participants
- (b) Death During Qualified Military Service
- (i) Deemed Return to Employment. If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day. Such Participant shall receive credit for vesting purposes for the period of Qualified Military Service.

- (ii) Employer Contributions. The Employer may, but is not required to make Employer Contributions on behalf of any Participant who dies during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, and Employee Contributions are generally required in order for the Participant to receive an Employer Contribution, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (c) Disability During Qualified Military Service. The Employer may, but is not required to credit vesting service to and make Employer Contributions on behalf of any Participant who becomes Disabled during a period of Qualified Military Service, by making an election under its Adoption Agreement. If the Employer elects to make Employer Contributions on behalf of such Participants, the Employer must also credit vesting service for such period. If the Employer elects to make Employer Contributions on behalf of such Participants and Employee Contributions are generally required, the maximum amount of Employee Contributions required shall be deemed to have been made by the Participant, without any corresponding increase in the Participant's Employee Contribution Account(s).
- (d) Compensation Defined. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).
- (e) Code Section 415. Any Contributions made pursuant to this Section are not subject to the limits under Code Section 415 in the Plan Year(s) in which they are made; rather, such Contributions are subject to such limits in the Plan Year(s) to which the Contributions relate.

4.08 Form of Contributions

All Contributions shall be paid to the Trust in the form of cash or cash equivalents.

4.09 Circumstances Permitting Return of Employer Contributions

A Contribution to the Plan and Trust by the Employer that was made by a mistake of fact shall be returned to the Employer. Any such Contribution shall be returned within one year after the mistaken payment of the Contribution. The amount of the Contribution that may be returned to the Employer is the excess of (i) the amount contributed over (ii) the amount that would have been contributed had there not occurred a mistake of fact. Earnings attributable to the excess Contribution may not be returned to the Employer, but losses attributable thereto must reduce the amount to be so returned.

4.10 Trustee-to-Trustee Transfer

A Participant may request a trustee-to-trustee transfer of all or part of the Participant's vested Account balance under this Plan, to a qualified governmental defined benefit plan (as defined under Code Section 414(d)) for the purpose of purchasing permissive past service credit (as defined under Code Section 415(n)(3)(A)) or for purposes of a repayment of Contributions under Code Section 415(k)(3), under the receiving plan. The Plan shall agree to make such a transfer only if (a) the defined benefit plan is sponsored by the same Employer; and (b) both plans provide for such transfer. Such transfer may be made before Severance from Employment.

ARTICLE V: ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.01 Individual Accounts

To the extent appropriate, the Third Party Service Provider shall establish and maintain, on behalf of each Participant or Beneficiary, an Account which shall be divided into segregated subaccounts. The subaccounts may include a Mandatory Employee Contribution, Employee After-Tax Contribution, the Employer Basic Contribution, Employer Discretionary Contribution, Employer Matching Contribution, and Rollover Accounts, and such other subaccounts as the Third Party Service Provider shall deem appropriate or helpful. Each Account shall be credited with Contributions allocated to it and generally shall be credited with earnings and losses on investments derived from the assets of such Accounts. Each Account of a Participant or Beneficiary shall be maintained until the value thereof has been distributed to or on behalf of such person.

5.02 Allocations

The Accounts of Participants, Inactive Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.03, 5.04 and 5.05, in accordance with the following:

- (a) Employee Contributions. As of each payroll period for which the Employee Contributions are made, such Employee Contributions shall be allocated and credited directly to such Participant's Employee Contribution Account(s).
- (b) Employer Contributions. At least annually, the Employer shall provide the Third Party Service Provider with all information required to make a proper allocation of the Employer Contributions (if any). As soon as practicable after the date of receipt by the Third Party Service Provider of such information, the Third Party Service Provider shall allocate the Employer Contributions (if any) to each Participant's Employer Contribution Accounts (if any) in accordance with Sections 4.02 and 4.03.
- (c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Account of the Active Participant, in the amounts held by such Account immediately prior to the earlier distribution to such Participant.

- (d) Income. As of each Valuation Date, any earnings or losses (net appreciation or net depreciation) shall be allocated to each Participant's Account. Each segregated Account maintained on behalf of a Participant shall be credited or charged with its separate earnings and losses.

5.03 Code Section 415 Limitations on Contributions

(a) General Limit on Annual Additions

(i) Maximum Permissible Amount for Participants Not Covered by Another Plan.

Notwithstanding any other provision of this Plan, for a Participant who does not participate in, and has never participated in another qualified plan maintained by the Employer, or a welfare benefit fund (as defined in Section 419(e) of the Code), an individual medical account (as defined in Section 415(l)(2) of the Code), or a simplified employee pension (as defined in Section 408(k) of the Code) maintained by the Employer, which provides an Annual Addition, in no event shall the Annual Addition to a Participant's Account under this Plan, for any Limitation Year, exceed the Maximum Permissible Amount. The Maximum Permissible Amount is the lesser of:

- A. The maximum dollar amount permitted under Code Section 415(c)(1)(A) (as adjusted for cost of living by the Secretary of Treasury in accordance with Code Section 415(d)) or
- B. 100 percent of such Participant's 415 Compensation for the Limitation Year or
- C. Other limitation contained in the Plan.

If a short Limitation Year is created because of an amendment changing the Limitation Year to a different 12-consecutive month period, the dollar limitation specified in (A) above shall be adjusted by multiplying it by a fraction the numerator of which is the number of months in the short Limitation Year and the denominator of which is 12.

If the Plan is terminated as of a date other than the last day of the Limitation Year the Plan is deemed to have been amended to change its Limitation Year and the Maximum Permissible Amount shall be prorated for the resulting short Limitation Year.

The limitation specified in (B) above shall not apply to any contribution for medical benefits within the meaning of Code Section 401(h) or 419A(f)(2) after separation from service which is otherwise treated as an Annual Addition under Code Section 419A(d)(2) or 415(l)(1).

(ii) Maximum Permissible Amount for Participants Covered by Another Plan

If the Participant is covered under another defined contribution plan, or a welfare benefit fund, an individual medical account or a simplified employee pension maintained by the Employer, that provides an Annual Addition

during any Limitation Year, the provisions of this subsection 5.03(a)(ii) shall apply. In that case Annual Additions shall not exceed the lesser of;

- A. The Maximum Permissible Amount reduced by the Annual Additions to the Participant's account for the same Limitation Year under such other qualified plans, welfare benefit funds, individual medical accounts or simplified employee pension, or
- B. Any other limitation contained in the Plan.

If the Annual Additions with respect to a Participant under other qualified defined contribution plans, welfare benefit funds, individual medical accounts, and simplified employee pensions maintained by the Employer are less than the Maximum Permissible Amount and a contribution that would otherwise be contributed or allocated to the Participant's Account under the Plan would cause the Annual Additions for the Limitation Year to exceed the Maximum Permissible Amount, the amount to be contributed or allocated shall be reduced so that the Annual Additions for the Limitation Year shall equal the Maximum Permissible Amount. If the Annual Additions with respect to the Participant under such other qualified defined contribution plans, welfare benefit funds, individual medical benefit accounts or simplified employee pension in the aggregate are equal to or greater than the Maximum Permissible Amount, no amount shall be contributed or allocated to the Participant's Account under the Plan for the Limitation Year.

As soon as is administratively feasible after the end of the Limitation Year, the amounts referred to in Subsection 5.03(a)(i) shall be determined on the basis of the Participant's actual 415 Compensation for such Limitation Year.

(b) Correction of Excess Annual Additions.

If allocations to be credited to the Participant would cause that Participant's Account to exceed the applicable Section 415 limits for a Limitation Year (whether solely under this Plan or through a combination of plans required to be aggregated) allocations shall cease being made to the Plan on behalf of that Participant and no further allocations shall be made to the Plan on behalf of that Participant for that Limitation Year.

If the Annual Additions made on behalf of a Participant exceed the limitations set forth in this Section, the excess amount shall be corrected in accordance with a permissible correction method as set forth in the Employee Plans Compliance Resolution System, or other official Internal Revenue Service correction program.

(c) Annual Additions Defined.

For purposes of this Section, the term "Annual Additions" for any Participant means the sum for any Limitation Year of:

- (i) Contributions made by the Employer or an Affiliate on behalf of the Participant;

- (ii) Contributions made by the Participant [excluding Rollover Contributions, contributions made under Code Section 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan's restoration of previously forfeited benefits pursuant to Treasury Regulation Sections 1.411(a)-7(d)];
- (iii) Forfeitures allocated to the Participant;
- (iv) Amounts allocated for the benefit of the Participant to an individual medical account established under a pension or annuity plan maintained by the Employer or an Affiliate, as defined in Section 415(l)(2) of the Code and amounts derived from contributions paid or accrued under a welfare benefit fund, as defined in Section 419(e) of the Code maintained by the Employer ; and
- (v) Allocations under a simplified employer pension plan.

Annual Additions include only Employer and/or Affiliate contributions credited to a Participant's Account for the Limitation Year and certain transactions between the Plan and the Employer as described in Treasury Regulation Section 1.415(c)-1(b)(4) that are made during the Limitation Year. An Annual Addition is credited to the Participant's Account for a particular Limitation Year if it is allocated to the Participant's Account under the terms of the Plan as of any date within the Limitation Year. Employer contributions made by governmental employers, must be made to the Plan not later the 15th day of the tenth calendar month following the end of the calendar year or fiscal year within or within which the particular Limitation Year ends. Employee Contributions are not treated as credited to a Participant's Account for a particular Limitation Year unless the contribution is actually made to the Plan no later than 30 days after the close of that Limitation Year.

(d) Annual Additions Excluded Items

For purposes of this Section, the term "Annual Additions" for any Participant excludes the following:

- (i) Restorative payments allocated to a Participant's Account, including payments made to restore losses to the Plan resulting from actions (or a failure to act) by a fiduciary for which there is a reasonable risk of liability under applicable federal or state law, where similarly situated Participants are similarly treated;
- (ii) Direct transfers of a benefit of employee contributions from a qualified plan to the Plan;
- (iii) Restoration of an Employee's accrued benefit by the Employer or resulting from the repayment of cash-outs under Code Section 411(1)(3)(d) or 411(a)(7)(C);
- (iv) Repayments of employee contributions as described in Code Section 415(k); and
- (v) Rollover Contributions.

- (e) 415 Compensation Defined. For purposes of Code Section 415 and this Section 5.03, the term "415 Compensation" shall mean wages within the meaning of Code Section 3401(a) for the purpose of income tax reporting at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the Employer or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2), as (i) adjusted for the special timing rules described in IRS Regulation Section 1.415(c)-2(e), and (ii) increased by any "deemed section 125 compensation," as described in IRS Regulation Section 1.415(c)-2(g)(6). "Compensation" for any Limitation Year is the compensation actually paid or includable in gross income during such year. "Compensation" shall not include mandatory contributions to a defined benefit plan sponsored by the Employer that are "picked up" pursuant to Section 414(h) of the Code and are treated as Employer contributions in determining their federal income tax treatment under the Code.

Notwithstanding the foregoing, "compensation" shall include any elective deferral (as defined in Code Section 402(g)(3)) and any amount that is contributed or deferred by the Employer at the election of the employee and which is not includible in the gross income of the Employee by reason of Code Sections 125 or 457. In addition, "compensation" shall be increased by the amount by which the Participant's pay is reduced by salary reduction or similar arrangement under Code Section 132(f)(4) (*i.e.*, a qualified transportation program).

The annual "compensation" taken into account shall not exceed the limitations of Code Section 401(a)(17) in effect as of the beginning of the Plan Year in which it is paid.

Amounts that would otherwise constitute "compensation" above but are paid from a nonqualified, unfunded deferred "compensation" plan sponsored by the Employer nevertheless shall constitute "compensation" for purposes of the limitations in Code Section 415 in the year in which such amounts are actually received by the Participant, but only to the extent such amounts are includible in the Participant's gross income.

The following amounts shall also constitute "compensation" only if the amounts are paid by the later of 2½ months after the Participant's Severance from Employment with the Employer or the end of the Limitation Year that includes the date of the Participant's Severance from Employment, and the amounts would have constituted "compensation" under this Section if they were paid prior to the Participant's Severance from Employment with the Employer:

- (i) Payment of regular Compensation for services during the Employee's regular working hours, or Compensation for services outside the Employee's regular working hours (such as overtime or shift differentials), commissions, bonuses or other similar payments and absent a Severance from Employment the payment would have been paid to the Employee while the Employee continued in employment with the Employer;

- (ii) Payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and
- (iii) Amounts received by a Participant pursuant to a nonqualified unfunded deferred "compensation" plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

Back pay, within the meaning of Section 1.415(c)-2(g)(8) of the Treasury Regulations shall be treated as Compensation for the Limitation Year to which the back pay relates to the extent that the back pay represents wages and Compensation would otherwise be included under this definition.

Compensation shall not include amounts paid as compensation to a nonresident alien, as defined in Code Section 7701(b)(1)(B), who is not a Participant in the Plan to the extent the Compensation is excluded from gross income and is not effectively connected with the conduct of a trade or business within the United States.

Prior to the determination of a Participant's actual 415 Compensation for the Limitation Year, the amounts referred to in Subsection 5.03(a)(ii)(A) above may be determined on the basis of a reasonable estimation of the Participant's 415 Compensation for such Limitation Year, uniformly determined for all Participants similarly situated. Any Employer Contribution to be made based on estimated annual 415 Compensation shall be reduced by any excess 415 amounts carried over from prior Limitation Years.

Notwithstanding the general rules of this Section, the Plan will take into consideration 415 Compensation for a Limitation Year but not paid during the Limitation Year resulting from certain de minimis timing differences. Specifically, under this special rule, 415 Compensation shall include amounts earned during a Limitation Year but not paid during that Limitation Year solely because of the timing of pay periods and pay dates provided: (1) the amounts are paid during the first few weeks of the next Limitation Year; (2) the amounts are included on a uniform and consistent basis with respect to all similarly situated Participants and (3) no compensation is included in more than one Limitation Year.

5.04 Notice to Participants of Account Balances

At least once each calendar quarter, the Plan Administrator shall cause a written statement of a Participant's Account balance to be distributed to the Participant.

5.05 Good Faith Valuation Binding

In determining the value of the Trust Fund and the Accounts, the Third Party Service Provider and the Trustees shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

ARTICLE VI: RETIREMENT/SEVERANCE BENEFITS/IN-SERVICE DISTRIBUTIONS

6.01 Retirement

If a Participant has a Severance from Employment with the Employer at or after his Normal Retirement Date, he shall be one hundred percent (100%) vested in all of the amounts credited to his Account. Plan participation of an active Eligible Employee shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustees shall cause the distribution of all amounts credited to such Participant's Account in accordance with Article VIII.

6.02 Severance for Other Reasons

- (a) A Participant or Beneficiary may not receive a distribution from the Plan earlier than upon the Participant's Severance from Employment, death or Disability, except as otherwise provided in Section 6.04.
- (b) If a Participant has a Severance from Employment with the Employer before his Normal Retirement Date for any reason other than death or Disability, he is entitled to receive the amounts in his Account as of the date of benefit commencement to the extent he was vested in those amounts as of his Severance Date. The Participant's Account shall be distributed to him as provided under Article VIII of the Plan.
- (c) All Participants shall at all times be fully vested in their Employee Contribution and Rollover Accounts. Except as provided below, the Employer Contribution Accounts of a Participant shall vest in accordance with the vesting schedule as selected by the Employer in its Adoption Agreement, based on the total of the Participant's Years of Service. Additional rows may be added to any option in the Adoption Agreement, provided that the resulting schedule is at least as favorable as 15-year cliff vesting, 20-year graded from 5-20 Years of Service, or, for qualified public safety employees within the meaning of Code Section 72(t)(10)(B), 20-year cliff vesting.
- (d) Notwithstanding the rules above a Participant's Employer Contribution Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:
 - (i) the Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
 - (ii) the Participant's death while still employed as an Employee of the Employer or Affiliate; or
 - (iii) the Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate.

6.03 Timing and Application of Forfeitures; Vesting After Restoration Contributions

If a Participant has a Severance from Employment, and the value of the Participant's vested Account Balance derived from Employer and Employee Contributions is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement) the Participant will receive a distribution of the value of the entire vested portion of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant would have received a distribution under the preceding sentence but for the fact that the Participant's vested Account balance exceeded \$5,000 (or such lesser amounts as elected by the Employer in Section 8.05 of its Adoption Agreement) when the Participant had a Severance from Employment, and if at a later time such Account balance is reduced such that it is not greater than \$5,000 (or such lesser amount as elected by the Employer in Section 8.05 of its Adoption Agreement), the Participant will receive a distribution of such Account balance and the nonvested portion will be treated as a forfeiture. If a Participant has no vested interest in his Account at the time of his Severance from Employment, he shall be deemed to have received a cash-out distribution at the time of his Severance from Employment, and the forfeiture provisions of this Section shall apply.

A forfeiture shall occur on the earlier of the date the Participant receives a distribution of the entire vested portion of his or her Account or the last day of the Plan Year in which the Participant incurs a one year Break in Service or one year Period of Severance. If on the Participant's Severance Date the value of the Participant's vested account balance is zero, the Participant will be deemed to have received his entire vested interest from the Plan on his Severance Date. If a Participant who is not yet 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts has a Severance from Employment and elects to receive an immediate distribution of the vested amounts in his Employer Matching, Discretionary or Basic Contribution Account, the nonvested amounts held in such Accounts shall be treated as Forfeiture. If the Participant elects to have distributed less than the entire vested portion of the Account balance derived from Employer Contributions, the part of the nonvested portion that will be treated as a forfeiture is the total nonvested portion multiplied by a fraction, the numerator of which is the amount of the distribution attributable to Employer Contributions and denominator of which is the total value of the vested Employer derived account balance. If a distribution is made at a time when a Participant is less than 100% vested in his Employer Matching, Basic or Discretionary Contribution Accounts and the Participant may increase his vested percentage in such Accounts a separate account will be established for the Participant's interest in the Plan as of the time of the distribution and at any relevant time, the Participant's vested Account balance of the separate account will be equal to an amount ("X") determined by the following formula:

$$X=P(AB+(RXD))-(RXD)$$

For purposes of this formula, P is the vested percent at the relevant time, AB is the Account balance at the relevant time, D is the amount of the distribution and R is the ratio of the Account balance at the relevant time to the Account balance after distribution.

Forfeitures shall be used to reduce the Employer's obligation to make Restoration Contributions, to reduce the Employer's obligation to make Employer Contributions or to pay expenses, as determined by the Employer. Forfeitures shall be so applied no later than the last day of the Plan Year following the Plan Year in which the forfeiture arose.

If a Participant resumes employment with the Employer after he has incurred 5 or more consecutive one year Periods of Severance or Breaks in Service, his nonvested amount shall not be restored. If a Participant resumes employment with the Employer before he has incurred 5 consecutive one year Periods of Severance or Breaks in Service, the nonvested amount shall be restored as follows:

- (a) Reemployment and Vesting After Cash-Out Distribution. If by the Participant's Reemployment Commencement Date, the Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Severance from Employment with all Affiliates occurred, the provisions of Section 4.06(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.02 with all previously earned Years of Service for purposes of determining his vested interest in the restored Account.
- (b) Reemployment and Vesting Before Any Distribution. If by the Participant's Reemployment Commencement date the Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.06(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

6.04 In-Service Distributions

- (a) Availability. Except as elected by the Employer in its Adoption Agreement and as otherwise permitted under this Section 6.04 with respect to Participants who continue in employment past Normal Retirement Age or who continue in employment past their Required Beginning Date (as defined in Section 8.07(f)(v)), a Participant shall not be permitted to make a withdrawal from his Account under the Plan prior to retirement or Severance from Employment with the Employer and all Affiliated Employers, if any. The terms and conditions of any in-service withdrawals under this section shall be determined by the Third Party Service Provider, including frequency limitations and minimum or maximum withdrawal amounts.
- (b) Employee After-Tax Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Employee After-Tax Contribution Account.
- (c) Rollover Contributions. If so provided by the Employer in its Adoption Agreement, a Participant may elect to withdraw up to one hundred percent (100%) of the amount then credited to his or her Rollover Contribution Account.

- (d) Attained Age Withdrawals. If so provided by the Employer in its Adoption Agreement, a Participant who has attained the age specified in its Adoption Agreement may make a withdrawal, upon request, of up to one hundred percent (100%) of his or her vested Accounts, in one lump sum.
- (e) Active Military Distribution (HEART Act). A Participant performing service in the uniformed services as described in Code Section 3401(h)(2)(A) shall be treated as having been severed from employment with the Employer and shall, as long as that service in the uniformed services continues, have the option to request a distribution of all or any part of his or her vested Account. Any distribution taken by a Participant pursuant to the previous sentence shall be considered an Eligible Rollover Distribution.
- (f) Distributions based on Years of Plan Participation. If so provided by the Employer in its Adoption Agreement, a Participant who has participated in the Plan for a minimum of five (5) years, may make a withdrawal, upon request, of the lesser of the dollar amount specified in the Adoption Agreement or one hundred percent (100%) of his or her vested Account, in one lump sum.

ARTICLE VII: DEATH BENEFITS

7.01 Death

If the Severance from Employment of a Participant is caused by his death, or if an Inactive Participant dies before he receives a complete distribution of all his vested Accounts, his death benefit shall be equal to one hundred percent (100%) of his vested Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account as of the date of distribution, to be paid in one lump sum or any form of payment available to Participants as elected by the Employer under Section 7.01 of the Adoption Agreement. The Participant's Beneficiary shall be the person(s) designated pursuant to Section 7.03. The Employer may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Inactive Participant, as the Employer may deem desirable. The Employer's determination of death and of the right of any person to receive payment shall be conclusive.

Payment of benefits due under this Section shall be made in accordance with the provisions of this Article VII and Article VIII of the Plan.

7.02 Payment of Death Benefits

- (a) Payments to Spouse. Except as provided in Section 8.07, if the Participant's Beneficiary is eligible to receive a death benefit under Section 7.01, payment of such benefit shall begin as soon as practical following the Participant's date of death.
- (b) Minimum Benefit Rules. All distributions will be made in accordance with Section 8.07 of the Plan, Code Section 401(a)(9), and the regulations promulgated under Code Section 401(a)(9).

7.03 Beneficiary Designation

In accordance with the terms of this Section 7.03, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Third Party Service Provider may provide. If a Participant dies without designating a Beneficiary, or the Beneficiary designated by a Participant cannot be located within one year after the date benefits are to commence to said person, then the Beneficiary shall be the Participant's Surviving Spouse. If there is no Surviving Spouse, any benefits that remain payable shall be paid to the Participant's estate.

No Beneficiary designation shall be given effect to the extent that doing so violates O.C.G.A. 47-1-24, as it is in effect as of October 1, 2019, and is set forth in Schedule A hereto.

7.04 Facility of Payment to Minors or For Incapacity

If the Plan Administrator determines, on the basis of medical reports or other evidence satisfactory to the Plan Administrator, that the recipient of any benefit payments under the Plan is incapable of handling his affairs by reason of minority, illness, infirmity or other incapacity, the Administrator may direct the Trustee to disburse such payments to a person or institution designated by a court which has jurisdiction over such recipient or a person or institution otherwise having the legal authority under state law for the care and control of such recipient. The receipt by such person or institution of any such payments shall be complete acquittance therefore, and any such payment to the extent thereof, shall discharge the liability of the Trust for the payment of benefits hereunder to such recipient.

ARTICLE VIII: PAYMENT OF BENEFITS

8.01 Normal Payment Forms

(a) Forms of Payment. Except as otherwise provided herein or in the Employer's Adoption Agreement, a benefit described in this Article VIII shall be paid as selected by the Participant or Beneficiary from the following options:

- (i) Single-Sum Payment. A single-sum payment of the Participant's Account balance.
- (ii) Installment Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually over a designated period of years offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
- (iii) Rules Relating to Installments. If a Participant or Beneficiary elects for his benefit to be paid in installment payments over a term certain as provided in subsection (a)(ii) hereof, the following rules shall apply:
 - A. The maximum length thereof shall be the joint life expectancy of such Participant and his designated Beneficiary. The initial value of the obligation for the installment payments shall be equal to the amount

of the Participant's Account balance on the day payments are scheduled to commence. Notwithstanding anything herein to the contrary, distributions from the Plan must satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2.

- B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of installment payments may elect, at any time before his entire benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment. The Participant or Beneficiary may also elect to change the installment method previously selected, to the extent permitted by the Third Party Service Provider.
 - C. If a Participant or Beneficiary dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's or Beneficiary's designated Beneficiary; provided, the Beneficiary may elect to receive the remainder of the Account in the form of a single sum payment.
 - D. A Participant or Beneficiary who has elected to receive his benefit in the form of installment payments shall continue to have the right to direct the investment of that portion of his Account which has not yet been distributed.
- (iv) Systematic Payments. Certain periodic cash installments paid monthly, quarterly, semiannually or annually, in a designated dollar amount, as offered by the Third Party Service Provider and as selected by the Participant or Beneficiary.
- (v) Rules Relating to Systematic Payments. If a Participant or Beneficiary elects for his benefit to be paid in systematic payments in a designated dollar amount as provided in subsection (a)(iv) hereof, the following rules shall apply:
- A. The amount distributed from the Plan must, notwithstanding anything herein to the contrary, satisfy the requirements of Code Section 401(a)(9)(G), including the incidental benefit rules as described in Treasury Regulation Section 1.401(a)(9)-2. If the systematic payment elected by the Participant or Beneficiary is less than the amount required by Code Section 401(a)(9)(G), the Participant's or Beneficiary's systematic payment amount shall be increased by an amount determined by the Third Party Service Provider to ensure that such provisions are satisfied.
 - B. Notwithstanding anything herein to the contrary, a Participant or Beneficiary whose distribution of benefits from the Plan is in the form of systematic payments may elect, at any time before his entire

benefit has been distributed, to receive the remainder of his Account balance in the form of a single sum payment or convert to installment payments under subsection (a)(ii) hereof. The Participant or Beneficiary also may elect to change the systematic payment method previously selected, to the extent permitted by the Third Party Service Provider.

- C. If a Participant dies after payment of his benefits from the Plan has begun but before his entire benefit has been distributed, the remaining amount of the Account balance shall be distributed to the Participant's designated Beneficiary in the same payment form (and amount) elected by the Participant provided that his Beneficiary may elect to receive the remainder of the deceased Participant's Account in the form of a single sum payment or to adjust the payment form in any manner that the Participant could have, had the Participant survived.
 - D. A Participant who has elected to receive his benefit in the form of systematic payments shall continue to have the right to direct the investment of that portion of his Account that has not yet been distributed.
 - E. The Third Party Service Provider shall determine the minimum payment amount under a systematic payment election and the minimum Account balance required to elect systematic payments, which requirements shall be applied on a uniform basis to all similarly-situated Participants.
 - F. For purposes of determining whether a systematic payment is one of a series of substantially equal period payments (not less frequently than annually) made for the life (or the life expectancy) of the Employee or for the joint lives (or joint life expectancies) of the Employee and the Employee's designated beneficiary, or for a specified period of 10 years or more, pursuant to Code Section 402(c)(4)(A), the Third Party Service Provider shall apply reasonable actuarial assumptions in accordance with IRS Regulation 1.402(c)-2, Q-5(d)(2).
- (vi) A Combination Single-Sum Payment and Installments or Systematic Payments. A Participant may elect to have a portion of his Account paid as a single-sum payment pursuant to Section 8.01(a)(i) and the remainder paid in installments pursuant to Section 8.01(a)(ii) or systematic payments pursuant to Section 8.01(a)(iv). The amount paid pursuant to each sub-section shall be separately subject to the relevant rules applicable to that form of payment.
 - (vii) Other Forms. The Third Party Service Provider, may in its sole discretion, permit an Employer to offer its Participants benefit payments in one or more of the forms which appear in the Forms of Payment Addendum.

- (b) Direct Rollovers. Notwithstanding any other provision of the Plan to the contrary, a Distributee may elect to have any portion of a distribution due to him from the Plan, which is an Eligible Rollover Distribution, paid in a direct rollover to an Eligible Retirement Plan specified by the Distributee. However, a Distributee may not elect a direct rollover with respect to a portion of the Eligible Rollover Distribution if such portion totals less than \$500. For purposes of this Section, the term “Distributee” is defined in Section 2.13 hereof.

8.02 Assets Distributed

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustees, the Third Party Service Provider and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

8.03 Application for Benefits

Except as otherwise required by law, before payment of any benefit hereunder, the Employer shall require that the Participant or Beneficiary, as the case may be, make a written election to receive such benefit and submit the election to the Employer in such form as the Third Party Service Provider shall prescribe. In order for such Participant’s election to be valid, he must have a Severance from Employment or the distribution must be permitted by the Employer under Section 6.04 and the In-Service Withdrawal Addendum to the Adoption Agreement. Distribution of benefits under the Plan shall be made as soon as practicable after the Participant or Beneficiary files an election with the Plan Administrator requesting such payment. If a Participant or Beneficiary fails to file an election specifying the time of payment, his benefit shall be distributed no later than the Required Beginning Date (as defined in Section 8.07(f)(v) below). The Plan Administrator shall notify the Third Party Service Provider, whenever a Participant or Beneficiary is entitled to receive benefits under the Plan.

8.04 Time of Payment

Notwithstanding anything in the Plan to the contrary, and unless the Participant otherwise elects, payment of a Participant’s benefit will begin no later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) his Severance Date.

8.05 Participant Consent to Distribution

No distribution shall be made to the Participant after Severance from Employment before he reaches his Normal Retirement Age (or age 62, if later) without the Participant's consent, unless the Employer has elected to cash out de minimis Accounts in its Adoption Agreement and the Participant's vested interest in his Account does not exceed the maximum amount subject to automatic distribution pursuant to Section 8.06 below. Such consent shall be made

prior to the distribution. Notwithstanding any other provision of the Plan to the contrary, the consent of the Participant shall not be required to the extent that a distribution is required to satisfy Code Section 401(a)(9) or Code Section 415. In addition, upon termination of the Plan if it does not offer an annuity option (purchased from a commercial provider) and if the Employer does not maintain another defined contribution plan the Participant's Account shall, without the Participant's consent, be distributed to the Participant. However, if the Employer maintains another defined contribution plan then the Participant's Account shall be transferred, without the Participant's consent, to the other plan if the Participant does not consent to an immediate distribution.

8.06 Small Payments and Automatic Rollovers

If the Employer has elected to cash out de minimis Accounts under Section 8.05 of its Adoption Agreement, the Third Party Service Provider shall make distributions to Participants or Beneficiaries without an election from the Participant or the Beneficiary, if the Participant's Account is less than maximum cash out limit permitted under Code Section 411(a)(11)(A) (\$5,000 in 2018 or \$1,000 if so designated by the Employer in its Adoption Agreement) at the time of benefit commencement (including any Rollover Contribution and any earnings and losses attributable thereto). If the vested interest in the Participant's Account does not exceed one thousand dollars (\$1000), distribution shall be made to the Participant or Beneficiary in a lump sum as soon as practical. If the mandatory distribution is greater than \$1,000, and if the Participant or Beneficiary does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant or Beneficiary in a direct rollover, or to receive the distribution directly in accordance with the terms of the Plan, then the Third Party Service Provider shall make such distribution in a direct rollover to an individual retirement plan designated by the Third Party Service Provider on behalf of the Participant or Beneficiary.

8.07 Required Minimum Distributions

- (a) Code Section 401(a)(9). All distributions will be made in accordance with Code Section 401(a)(9), the minimum distribution incidental benefit requirement of Code Section 401(a)(9)(G), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service. The terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements. Under no circumstances, however, shall the rules stated in this Section 8.07 be deemed to provide distribution rights to Participants or their Beneficiaries that are more expansive or greater than the distribution rights stated elsewhere in this Plan (such as a later beginning date for distributions or a longer payout period for distributions). For example, distributions to a Participant under this Section 8.07 may only be made in a form that is provided pursuant to Section 8.01. In addition, if the Plan requires distributions to commence to Participants or a Beneficiary before age 70 ½, such distributions must commence by the date specified elsewhere in this Plan and may not be delayed to age 70-1/2.

- (b) Limits on Distribution Periods. As of the first distribution calendar year, distributions to a Participant, if not made in a single lump sum, may only be made over one of the following periods:
- (i) The life of the Participant,
 - (ii) The joint lives of the Participant and a Designated Beneficiary,
 - (iii) A period certain not extending beyond the life expectancy of the Participant, or
 - (iv) A period not extending beyond the joint life and last survivor expectancy of the Participant and a Designated Beneficiary.
- (c) Time and Manner of Distribution Under Code Section 401(a)(9). The provisions of Section 8.07 (b), (c), (d), and (e), will apply for purposes of determining required minimum distributions under Code Section 401(a)(9) for calendar years beginning with the 2003 calendar year. The Participant's entire interest will be distributed, or begin to be distributed to the Participant no later than the Participant's Required Beginning Date. If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:
- (i) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, then distributions to the Surviving Spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies, or by December 31 of the calendar year in which the Participant would have attained age 70 1/2, if later.
 - (ii) If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.
 - (iii) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
 - (iv) If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary and the Surviving Spouse dies after the Participant but before distributions to the Surviving Spouse begin, then subsection (c)(ii), (iii), or (iv) will apply as if the Surviving Spouse were the Participant.

For purposes of this Section 8.07(c) and Section 8.07(e), unless Section 8.07(c)(iv), applies, distributions are considered to begin on the Participant's Required Beginning Date. If Section 8.07(c)(iv) applies, distributions are considered to begin on the date distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i).

Notwithstanding any provisions of the Plan to the contrary, a Participant who would have been required to receive required minimum distributions for 2009 but for the enactment of Code Section 401(a)(9)(H), will not receive those distributions for 2009 unless the Participant chooses to receive such distributions. Participants described in

the preceding sentence will be given the opportunity to elect to receive the distributions described in the preceding sentence. In addition, any 2009 required minimum distributions will be treated as Eligible Rollover Distributions.

(d) Required Minimum Distributions During Participant's Lifetime. During the Participant's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

- (i) the quotient obtained by dividing the Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-2, using the Participant's age as of the Participant's birthday in the distribution calendar year; or
- (ii) if the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's Spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulation Section 1.401(a)(9)-9 Q&A-3, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the distribution calendar year.

Required minimum distributions will be determined under Section (i) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions After Participant's Death.

- (i) Death On or After Date Distributions Begin with no Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
- (ii) Death On or After Date Distributions Begin with a Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:
 - A. The Participant's remaining life expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.
 - B. If the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year

after the year of the Participant's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the Spouse's birthday in the calendar year of the spouse's death reduced by one for each subsequent calendar year.

- C. If the Participant's Surviving Spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iii) Death Before Date Distributions Begin

- A. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 8.07(e)(i).
- B. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.
- C. If the Participant dies before the date distributions begin, the Participant's Surviving Spouse is the Participant's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 8.07(c)(i), this Section 8.07(e)(iii) will apply as if the Surviving Spouse were the Participant.

(f) Definitions

- (i) Designated Beneficiary. The Designated Beneficiary is the individual who is designated as the Beneficiary under Section 7.03 of the Plan and is the Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4, of the Treasury regulations.
- (ii) Distribution calendar year. The distribution calendar year is a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.07(c). The Required Minimum Distribution for the Participant's first distribution

calendar year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

- (iii) Life expectancy. Life expectancy is computed by use of the Single Life Table in Treasury Regulation Section 1.401(a)(9)-9 Q&A-1.
- (iv) Participant's Account balance. Participant's Account balance is the Account balance as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any Contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.
- (v) Required Beginning Date. The later of April 1 following the calendar year (i) in which the Participant attains age 70-1/2, or (ii) in which the Participant has a Severance from Employment. The Participant's Severance from Employment shall not, for purposes of this Section 8.07, be later than the date that the Participant retires within the meaning of Code Section 401(a)(9)(C)(i)(II).

8.08 Nonalienation of Benefits

Except with respect to federal income tax levies, forfeitures required under State law or as otherwise required by law, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. The Plan does not recognize domestic relations orders.

8.09 Forfeiture of Benefits

All Employer Contribution Accounts under the Plan may be forfeited or reduced in the manner and to the extent required under O.C.G.A. Sections 47-1-21 through Sections 47-1-25, as such provisions are in effect as of October 1, 2019, and are set forth in Schedule A hereto, if the Participant or Beneficiary is convicted of a public employment, drug related or other covered crime.

8.10 Unclaimed Benefits

The Plan Administrator shall at all times be responsible for determining the whereabouts of each Participant and Beneficiary who may be entitled to benefits under the Plan and shall direct the Third Party Service Provider as to the current address of each Participant and Beneficiary. The Trustee and Third Party Service Provider shall have no duty to make any distribution other than those for which it has received a satisfactory direction from the Plan Administrator with a known address. Notwithstanding the foregoing, if a Participant becomes entitled to benefits under the Plan and the Plan Administrator is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Plan Administrator in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Plan Administrator shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Plan Administrator shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Plan Administrator, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

8.11 Maintenance of Account

Upon the entitlement of a Participant or his Beneficiary to benefits under the Plan, the amount from which benefits are payable, may be retained in the Trust Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

8.12 Denial of Claims

- (a) Procedure. Request for benefits under the Plan shall be approved by the Plan Administrator or its designee.
- (b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Plan Administrator, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Plan Administrator on which to request further consideration of his

position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Employer's or the Plan Administrator's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Plan Administrator no later than 60 days after receipt of the written notification of denial of a claim. The Plan Administrator's decision shall be made within 120 days following the filing of the request for review, shall be communicated in writing to the claimant and shall be final and binding. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

8.13 Explanation of Certain Rollover Distributions

Within a reasonable period of time (as defined for purposes of Code Section 402(f)) before making an Eligible Rollover Distribution from the Plan to a Participant or Beneficiary, the Third Party Service Provider shall provide such Participant or Beneficiary with a written explanation of: (a) the provisions under which the distributee may have the distribution directly transferred to another Eligible Retirement Plan, (b) the provisions which require the withholding of tax on the distribution if it is not directly transferred to another Eligible Retirement Plan, (c) the provisions under which the distribution will not be subject to tax if transferred to an Eligible Retirement Plan within 60 days after the date on which the distributee receives the distribution, and (d) such other terms and provisions as may be required under Code Section 402(f) and the regulations promulgated thereunder.

ARTICLE IX: TRUST FUND INVESTMENTS

9.01 Contributions to Trust Fund

All Contributions are to be paid over to the Trustees to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement.

9.02 Investment Funds

- (a) Named Investment Funds. The Trustees shall select and make available the array of Investment Funds for the investment of Contributions and Accounts. The Investment Funds in such array may be selected, modified or eliminated from time to time without necessity of amendment to the Plan.
- (b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.
- (c) Investment Policy Statement. The Trustees shall establish the general investment policy guidelines and directions respecting Investment Fund options under the Plan.

9.03 Participant Direction of Investments

If elected by the Employer in its Adoption Agreement, Participants and Beneficiaries may direct the manner in which their Accounts shall be invested among the Investment Funds selected by the Trustee; provided, such investment directions shall be made in accordance with the following terms:

- (a) Investment of Account. As of each business day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by the Participant, Beneficiary or a designee pursuant to the most recent election, as described below. If the Participant, Beneficiary or designee does not make an investment election, the Participant's or Beneficiary's Accounts shall be invested in the Investment Fund determined by the Trustees as the default fund. Effective as of each day following his Entry Date into the Plan, the Participant, Beneficiary or designee may elect the percentage of the Participant's or Beneficiary's Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by the Participant, Beneficiary or designee. If the Participant, Beneficiary or designee fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.
- (b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant, Beneficiary or designee. The Third Party Service Provider shall adopt and maintain procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections and the effective date of such elections; provided, elections must be permitted at least once every three months.
- (c) Self-Directed Brokerage Accounts. Investment Funds may include but are not limited to self-directed brokerage accounts. The Employer shall determine the extent to which Participants may utilize such self-directed brokerage accounts in its Adoption Agreement or through a written Plan amendment.

9.04 Expenses

To the extent permitted by law, all reasonable expenses for administration of the Plan and Trust may be paid by the Trust; provided however, the Employer may pay all expenses in the administration of the Plan outside of the Plan, if it chooses not to pay them out of the Trust.

9.05 Voting and Tender Offer Rights with Respect to Investment Funds

Only if, to the extent and in the manner, permitted by the Trust and/or any documents establishing or controlling any of the Investment Funds, shall Participants and Beneficiaries be given the opportunity to vote and tender their interests in each such Investment Funds. Otherwise, such interests shall be voted and/or tendered by the Trustees, Investment Manager or other fiduciary that controls such Investment Fund, as may be provided in the controlling documents.

ARTICLE X: ADMINISTRATION

10.01 Plan Administrator's Powers and Responsibility

The Plan Administrator shall have control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan. The Plan Administrator is the agent for service of legal process for the Plan. The Plan Administrator shall have the following duties and responsibilities some or all of which may be delegated in whole or in part to the Third Party Service Provider in a separate agreement:

- (a) to construe the Plan and to determine all questions that shall arise thereunder;
- (b) to select the Third Party Service Provider and Trustee, provided however, that by adopting this Plan, the Plan Administrator is deemed to have selected Association County Commissioners of Georgia as the Third Party Service Provider and the Association County Commissioners of Georgia Defined Contribution Plan Program Board of Trustees as the Trustee;
- (c) to decide all questions relating to the eligibility of Employees to participate in the Plan;
- (d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;
- (e) to make such adjustments which it deems necessary to correct any arithmetical or accounting errors;
- (f) to utilize the correction programs or system established by the Internal Revenue Service;
- (g) to maintain and retain records relating to Participants and Beneficiaries;
- (h) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;
- (i) to prepare and furnish to the Third Party Service Provider sufficient employee data and the amount of Contributions received from all sources so that the Third Party Service Provider may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;
- (j) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;
- (k) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustees;
- (l) to engage assistants and professional advisers;
- (m) to arrange for fiduciary bonding, if necessary;
- (n) to provide procedures for determination of claims for benefits; and
- (o) to delegate any or all of these responsibilities.

10.02 Directions

Any notice, direction, order, request, certification or instruction to the Third Party Service Provider or to the Trustees shall be in writing and shall be signed by a Plan Administrator. Any written communication or disclosure to Participant required under the Plan may be provided in any other medium (electronic, telephonic, or otherwise) that is permitted under applicable laws and regulations. The Trustees and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Plan Administrator and reasonably believed to be properly executed, and shall act in accordance therewith.

10.03 Reporting and Disclosure

The Plan Administrator shall keep all individual and group records relating to Participants and Beneficiaries and all other records necessary for the proper operation of the Plan. Such records shall be made available to each Participant and Beneficiary for examination during normal business hours except that a Participant or Beneficiary shall examine only such records as pertain exclusively to the examining Participant or Beneficiary and the Plan. The Plan Administrator shall prepare and shall file as required by law or regulation all reports, forms, documents and other items required by the Code and every other relevant statute, each as amended, and all regulations thereunder. This provision shall not be construed as imposing upon the Plan Administrator the responsibility or authority for the preparation, preservation, publication or filing of any document required to be prepared, preserved or filed by the Third Party Service Provider or Trustees to whom such responsibilities are delegated by law or by the Plan or Trust.

10.04 Construction of the Plan

The Employer shall take such steps as are considered necessary and appropriate to remedy any inequity that results from incorrect information received or communicated in good faith or as the consequence of an administrative error. The Employer shall interpret the Plan and shall determine the questions arising in the administration, interpretation and application of the Plan. The Employer shall endeavor to act, whether by general rules or by particular decisions, so as not to discriminate in favor of or against any person and so as to treat all persons in similar circumstances uniformly. The Employer shall correct any defect, reconcile any inconsistency or supply any omission with respect to the Plan.

10.05 Effect of Failure to Qualify Under the Code

Notwithstanding any other provision of the Plan or Trust to the contrary, if the Employer's Plan fails to be a qualified plan under the Code, such plan can no longer participate in this preapproved plan arrangement and shall be considered an individually designed plan.

10.06 Assistants and Advisers

- (a) Delegation. The Employer and the Plan Administrator shall have the right to delegate any of their responsibilities hereunder and to hire such professional assistants and consultants as they, in their sole discretion, deem necessary or advisable.

- (b) Investment Policy. The Employer shall delegate its responsibilities for establishing and carrying out an investment policy and selecting, monitoring and maintaining Investment Funds to the Trustees.
- (c) Reliance. The Employer shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section and shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

10.07 Bonding

The Employer shall arrange for fiduciary bonding if required by law, but no bonding in excess of the amount required by law shall be required by the Plan.

ARTICLE XI: ALLOCATION OF AUTHORITY AND RESPONSIBILITIES

11.01 General Responsibilities

The Employer is a fiduciary with respect to the Plan and has the following authority and responsibilities:

- (a) to appoint the Plan Administrator, and to monitor its performance;
- (b) to communicate such information to the Trustees and the Third Party Service Provider as each needs for the proper performance of its duties;
- (c) to provide channels and mechanisms through which the Third Party Service Provider and the Trustees can communicate with Participants and Beneficiaries;
- (d) to delegate responsibilities to officers, employees or to other individuals;
- (e) perform such duties as are imposed by law or by regulation.

11.02 Third Party Service Provider

The Third Party Service Provider shall have the authority and responsibilities as provided herein. Nothing in this Plan, however, shall preclude the Employer or any other entity from delegating to the Third Party Service Provider additional authority and responsibilities involving the Plan pursuant to a separate agreement that the Employer or such other entity may deem appropriate.

11.03 Trustees

Each Trustee shall have the powers and duties set forth in the Trust Agreement.

11.04 Limitations on Obligations of Fiduciaries

No fiduciary shall have authority or responsibility to deal with matters other than as delegated to it under the Plan, the Trust Agreement, or any other written agreement or by operation of law. A fiduciary shall not in any event be liable for breach of fiduciary responsibility or obligation by another fiduciary if the responsibility or authority for the act or omission deemed to be a breach was not within the scope of such fiduciary's authority or delegated responsibility.

11.05 Delegation

Fiduciaries shall have the power to delegate specific fiduciary responsibilities (other than a Trustee's responsibilities). Such delegations may be to officers or employees of the Employer or to other persons, all of whom shall serve at the pleasure of the fiduciary making such delegation and, if full-time employees of the Employer, without compensation. Any such person may resign by delivering a written resignation to the delegating fiduciary. Vacancies created by any reason may be filled by the appropriate fiduciary or the assigned responsibilities may be reabsorbed or redelegated by the fiduciary.

11.06 Multiple Fiduciary Roles

Any person may hold more than one position of fiduciary responsibility and shall be liable for each such responsibility separately.

ARTICLE XII: MISCELLANEOUS

12.01 No Guarantee of Employment

Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its Employees, with or without cause.

12.02 Rights to Assets

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon Severance from Employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner. Whenever the Plan pays a benefit in excess of the maximum amount of payment required under the Plan, the Plan Administrator will have the right to recover any excess payment, plus earnings at the Plan Administrator's discretion, on behalf of the Plan, from the Participant or his Beneficiary. This right of recovery includes but is not limited to a right of offset against future benefit payments to be made under the Plan to the Participant or the Beneficiary.

12.03 Nonforfeitability of Benefits

Subject only to the specific provisions of this Plan, nothing shall be deemed to divest a Participant of his right to the nonforfeitable benefit to which he becomes entitled in accordance with the provisions of this Plan.

12.04 Governing Law

The Plan shall be governed by the laws of the State of Georgia and federal law to the extent applicable.

12.05 Construction

Where required by the context, the noun, verb, adjective, and adverb forms of each defined term shall include any of its other forms. The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Whenever used herein, the singular shall include the plural, and the plural shall include the singular, unless the context requires otherwise. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

12.06 Action by the Employer

Whenever the Employer under the terms of the Plan is permitted or required to do or perform any act or matter, it shall be done and performed by a duly authorized individual or by the governing body of the Employer.

12.07 Uniformity

All provisions of the Plan shall be interpreted and applied in a uniform and nondiscriminatory manner.

ARTICLE XIII: AMENDMENT, TERMINATION AND ADOPTION

13.01 Amendments

- (a) Adoption Agreement Elective Provisions. The elective provisions of the Employer's Adoption Agreement and Addenda may be amended at any time and from time to time by written amendment approved by the governing body of the Employer, provided:
- (i) No amendment shall increase the duties or liabilities of the Trustees without the consent of the Trustees;
 - (ii) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code; and
 - (iii) No amendment may affect the Plan's preapproved status.
- (b) Plan Amendments by Employer. The Employer, through its governing body, may amend the Plan by adopting provisions that are not included in the Preapproved Plan. Any such amendment shall be made through use of the Plan Superseding Provisions Addendum to the Adoption Agreement. Any amendments so made by the Employer to the Preapproved Plan must also be approved by the Trustees.
- (c) Plan Amendment by Trustees. ACCG has delegated to the Trustees the authority to act on its behalf for purposes of adopting amendments to the Plan. Accordingly, the Trustees may amend the Plan at any time; provided, however, for non-discretionary Plan amendments that are either required by the Internal Revenue Service in order to maintain the qualified status of the Plan or universally applicable to all Employers that have adopted the Plan, the Plan may be amended by action of the Trustees with written notice to the Employer. An amendment made by the Trustees may be made effective on a date prior to the first day of the Plan Year in which it is adopted if, in published guidance, the Internal Revenue Service either permits or requires such an amendment to be made to enable the Plan and Trust to satisfy the applicable requirements of the Code and all requirements for the retroactive amendment are satisfied. The Trustees will provide a copy of all Plan Amendments to each Employer and will notify each Employer in writing if the Plan is discontinued. The Trustees shall satisfy any recordkeeping and notice requirements imposed by the Internal Revenue Service in order to maintain its amendment authority.
- (d) No Authority to Amend Individually Designed Plan. The Trustees will no longer have the authority to amend the Plan on behalf of an Employer as of the earlier of (a) the date of the adoption of an Employer amendment to the Plan to incorporate a provision that is not allowable in the Preapproved Program, as described in Section 6.03 of Rev. Proc. 2017-41 (or the successor thereto), or (b) the date the Internal Revenue Service gives notice that the Plan is being treated as an individually-designed Plan due to the nature and extent of amendments. The

Employer may amend the Plan to the extent necessary to satisfy Code Section 415 because of the required aggregation of multiple plans under Code Section 415.

- (e) Amendments Affecting Accrued Benefits. Except as permitted by Section 13.01(c) no amendment to the Plan shall be effective if it has the effect of decreasing a Participant's Account. If the vesting schedule of the Plan is amended, the nonforfeitable interest of a Participant in his Account, determined as of the later of the date the amendment is adopted or the date it becomes effective shall not be less than the Participant's nonforfeitable interest in his Account determined without regard to the amendment. If the Plan's vesting schedule is amended and an active Participant's vested interest as calculated by using the amended vesting schedule is less in any year than the active Participant's vested interest calculated under the Plan's vesting schedule immediately prior to the amendment, the amended vesting schedule shall apply only to Employees first hired on or after the effective date of the change in vesting schedule.

13.02 Termination of Plan

- (a) Right to Terminate Plan. The Employer expects the Plan to be continued indefinitely, but has no obligation or liability to maintain the Plan any length of time and may amend the Plan to terminate the Plan without liability at any time by action of the governing body of the Employer. In such event, the Third Party Service Provider and the Trustees shall be promptly notified of such decision in writing. The Employer may amend the Plan at any time to completely discontinue Contributions to the Plan or freeze the Plan and may amend the Plan to provide for contributions to recommence.
- (b) Vesting Upon Complete or Partial Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued or the Plan experiences a partial termination, the Accounts of all affected Participants shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Plan Administrator, in its sole discretion, shall instruct the Trustees either (i) to continue to manage and administer its portion of the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Plan, or (ii) dissolve its portion of the Trust.
- (c) Dissolution of Trust. If the Employer decides to terminate the Plan and dissolve the portion of Trust assets attributable to its Plan, as soon as practicable following the termination of the Plan or the Employer's decision, whichever is later, the portion of Trust assets attributable to the Employer's Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Plan assets to the affected Participants as described below. Following completion of the conversion, on a date agreed to by the Trustees and the Employer, each Employee or former Employee of the Employer with an Account under the Plan shall receive a distribution of the total amount then credited to his Account in one lump sum payment. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as provided herein, the Plan Administrator may direct the

Trustees to take any action dealing with unclaimed benefits. Upon completion of such distributions, the Trustees shall be relieved from all liability under the Trust and no Participant or other person shall have any claim thereunder, except as required by applicable law. The Employer shall be responsible for any due and accrued expenses and liabilities of its portion of the Trust assets and any expenses involved in termination of the Plan.

- (d) Missing Participants. If a distribution is to be made to a Participant or Beneficiary who cannot be located upon Plan termination, following the Plan Administrator's completion of such search methods as described in applicable Department of Labor guidance, the Plan Administrator shall give instructions to the Trustee to roll over the distribution to an individual retirement account established by the Plan Administrator in the name of the missing Participant or Beneficiary, which account shall satisfy the requirements of the Department of Labor automatic rollover safe harbor generally applicable to amounts less than or equal to the maximum cash-out permitted under Code Section 401(a)(31) that are mandatorily distributed by the Plan.
- (e) Merger or Consolidation. In the case of any merger or consolidation of the Plan with, or transfer of assets and liabilities of the Plan to, any other plan, provision must be made so that each Participant would, if the Plan then terminated, receive a benefit immediately after the merger, consolidation or transfer equal to or greater than the benefit to which he would have been entitled to receive immediately before the merger, consolidation or transfer had the Plan then terminated.

13.03 Amendment and Continuation of Prior Plan; Transfer of Funds

- (a) Amendment and Continuation of Prior Plan. If the Employer had previously established a plan (the "Prior Plan") which is a defined contribution plan under the Code and which on the date of adoption of the Plan meets the applicable requirements of Code Section 401(a), the Employer may, in accordance with the provisions of the Prior Plan, amend and restate the Prior Plan in the form of this Plan and become the Employer hereunder, subject to the following:
 - (i) Subject to the provisions of the Plan, each individual who was a Participant in the Prior Plan immediately prior to the effective date of such amendment and restatement shall become a Participant in this Plan on the effective date of the amendment and restatement, provided he or she is an Eligible Employee as of that date.
 - (ii) No election may be made under the vesting provisions of the Adoption Agreement if such election would reduce the benefits of a Participant under the Plan to less than the benefits to which he would have been entitled if he voluntarily separated from the service of the Employer immediately prior to such amendment and restatement.
 - (iii) No amendment to the Plan shall decrease a Participant's Account.

- (iv) The amounts standing to the credit of a Participant's Account immediately prior to such amendment and restatement which represent the amounts properly attributable to (A) contributions by the Participant and (B) contributions by the Employer and forfeitures shall constitute the opening balance of his Account or Accounts under this Plan.
 - (v) Amounts being paid to an Inactive Participant or to a Beneficiary in accordance with the provisions of the Prior Plan shall continue to be paid in accordance with such provisions.
 - (vi) All assets of the predecessor trust shall be invested by the Trustee as soon as reasonably practicable. The Employer agrees to assist the Trustee in any way requested by the Trustee in order to facilitate the transfer of assets from the predecessor trust to the Trust Fund.
- (b) Transfer of Funds from an Existing Plan. The Employer may from time to time direct the Trustee, in accordance with such rules as the Trustee may establish, to accept cash, allowable fund shares or participant loan promissory notes transferred for the benefit of Participants from a trust forming part of another qualified plan under the Code, provided such plan is a defined contribution plan. Such transferred assets shall become assets of the Trust as of the date they are received by the Trustee. Such transferred assets shall be credited to Participants' Accounts in accordance with their respective interests immediately upon receipt by the Trustee. A Participant's vested interest under the Plan in transferred assets which were fully vested and nonforfeitable under the transferring plan shall be fully vested and nonforfeitable at all times. It is the Employer's obligation to ensure that all assets of the Plan, other than those maintained in separate trust or fund, are transferred to the Trustee. The Trustee shall have no liability for and no duty to inquire into the administration of such transferred assets for the period prior to the transfer.
- (c) Acceptance of Assets by Trustee. The Trustee shall not accept assets that are not either in a medium proper for investment under the Plan, as set forth in the Plan or as otherwise determined by the Trustee in its sole discretion, or in cash. Such assets shall be accompanied by instructions in writing (or such other medium as may be acceptable to the Trustee) showing separately the respective contributions by the prior employer (or current Employer to a prior plan) and by the Participant, and identifying the assets attributable to such contributions. The Trustee shall establish such accounts as may be necessary or appropriate to reflect such contributions under the Plan. The Trustee shall hold such assets for investment in accordance with the provisions of Article IX, and shall in accordance with the instructions of the Employer make appropriate credits to the Accounts of the Participants for whose benefit assets have been transferred.
- (d) Transfer of Assets from Trust. The Employer may direct the Trustee to transfer all or a specified portion of the Trust assets to any other plan or plans maintained by the Employer or the employer or employers of an Inactive Participant or Participants, provided that the Trustee has received evidence satisfactory to it that such other plan meets all applicable requirements of the Code, and provided that the assets so

transferred shall be accompanied by instructions from the Employer naming the persons for whose benefit such assets have been transferred, showing separately the respective contributions by the Employer and by each Inactive Participant or Participant, if any, and identifying the assets attributable to the various contributions. The Trustee shall not transfer assets hereunder until all applicable filing requirements are met. The Trustee shall have no further liabilities with respect to assets so transferred.

SCHEDULE A

STATE STATUTORY PROVISIONS REFERENCED

O.C.G.A. 47-1-20

Definitions

As used in this article, the term:

- (1) "Conviction" means a judgment of conviction for the commission of a crime which is entered upon a verdict or plea of guilty.
 - (1.1) "Drug related crime" means a felony specified in subsection (b) of Code Section 16-13-30 and any felony specified in Code Section 16-13-31.
 - (1.2) "Economic impact of a public employment related crime" means the total of the economic gain to the perpetrator of a public employment related crime and the economic loss to the public entity.
- (2) "Employee contribution" means that part of the compensation of a public employee which is paid by the employee or by the employer on the employee's behalf to a public retirement system as a requirement for membership in the public retirement system.
- (3) "Final conviction" means a conviction which has been upheld after the convicted person has exhausted all appeals of the conviction.
- (4) "Political subdivision" means any county, municipality, or local school district.
- (5) "Public employee" means elected and appointed officials and employees of the state or any branch, department, board, bureau, commission, authority, or other agency of the state and elected and appointed officials and employees of any political subdivision or authority or other agency of a political subdivision.
- (6) "Public employment related crime" means any one or more of the following crimes:
 - (A) Theft as provided in any one or more of Code Sections 6-8-2 through 16-8-9 when the theft is by an officer or employee of a government in breach of duties as such officer or employee and conviction for such crime is punishable under paragraph (3) of subsection (a) of Code Section 16-8-12;
 - (B) Any felony provided for in Article 1 of Chapter 10 of Title 16, relating to abuse of governmental office;
 - (C) Making false statements or concealing facts in matters within the jurisdiction of the state or a political subdivision as provided in Code Section 16-10-20;
 - (D) Conspiracy to defraud the state or a political subdivision as provided in Code Section 16-10-21;
 - (E) Stealing, altering, or concealing public records as provided in Code Section 45-11-1;
 - (F) Selling offices or dividing fees as provided in Code Section 45-11-2; and

- (G) Any felony conviction for any of the crimes specified in subparagraphs (A) through (E) of this paragraph under the laws of any other state or the United States; provided, however, that the provisions of this subparagraph shall apply to persons who first or again become members of a public retirement system on or after July 1, 2008.
- (7) "Public retirement system" means any retirement or pension system now or hereafter created by or pursuant to the authority of Georgia law or the Constitution of Georgia which has public employees as members of the retirement or pension system.
- (8) "Vested" means having sufficient creditable service as a member of a public retirement system to qualify to receive a retirement benefit upon retirement or termination from public service or upon attaining retirement age if public service is terminated prior to attaining such age.

O.C.G.A. 47-1-21.

Public employees in service on July 1, 1985

(a) This Code section shall apply to public employees in service on July 1, 1985, as long as such employees remain in continuous service as public employees. Any public employee in service on July 1, 1985, who ceases to be a public employee on or after that date and who subsequently again becomes a public employee shall be subject to the provisions of Code Section 47-1-22 upon again becoming a public employee. Any person who was a public employee prior to July 1, 1985, and who ceased to be a public employee prior to that date shall be subject to the provisions of Code Section 47-1-22 if such person again becomes a public employee after July 1, 1985.

(b) If a public employee commits a public employment related crime on or after July 1, 1985, in the capacity of a public employee and is convicted for the commission of such crime, such employee's membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for membership in any public retirement system. For any such public employee finally convicted for the commission of a public employment related crime, the right to any benefit or any other right under any public retirement system in which the employee is a member shall be determined as of the date of final conviction.

O.C.G.A. 47-1-22

47-1-22. Public employment related crime committed in the capacity of public employee

(a) This Code section shall apply to public employees first or again becoming public employees after July 1, 1985.

(b) If a public employee commits a public employment related crime in the capacity of a public employee and is convicted for the commission of such crime, upon final conviction such person's benefits under a public retirement or pension system, including any survivor's benefits if applicable, shall be reduced by an amount equal to three times the economic impact of the crime, as determined pursuant to the provisions of Code Section 47-1-25. Payment of such benefits shall cease until such amount has been forfeited, after which benefits shall be restored. If the person has not begun to receive a benefit, the deduction shall commence at the time such benefits would

normally begin. For purposes of this subsection, the term "benefit" shall not include a refund of employee contributions without interest.

O.C.G.A. 47-1-22.1

47-1-22.1. Drug related crimes; public employees first or again becoming public employees after July 1, 1990

(a) Except as otherwise provided in this subsection, this Code section shall not apply to any public employee in service on July 1, 1990, and shall apply only to those public employees entering public service after July 1, 1990. A public employee in service on July 1, 1990, who ceases to be a public employee and terminates his or her membership in a public retirement system after that date and who subsequently again becomes a public employee shall be subject to the provisions of this Code section, beginning with the date of such subsequent employment. Any person who was a public employee prior to July 1, 1990, and who ceased to be a public employee and terminated his or her membership in a public retirement system prior to that date shall be subject to the provisions of this Code section if such person again becomes a public employee after July 1, 1990, beginning with the date of such subsequent employment.

(b) If a public employee who is not vested under a public retirement system commits a drug related crime and is convicted for the commission of such crime, such public employee shall forfeit all rights and benefits under and membership in the public retirement system in which the employee is not a vested member, effective on the date of final conviction. Any such public employee shall not at any time after such final conviction be eligible for membership in any public retirement system. Any employee contributions made by any such public employee to any public retirement system in which the employee is not a vested member shall be reimbursed, without interest, to the public employee within 60 days after the date of final conviction for the commission of the drug related crime.

(c) If a public employee who is vested under a public retirement system commits a drug related crime, such employee's active membership in any public retirement system shall terminate on the date of final conviction and such employee shall not at any time thereafter be eligible for active membership in any public retirement system. For any such public employee, the right to any benefit or any other right under any public retirement system in which the employee is a vested member shall be determined as of the date of final conviction.

(d) The provisions of Code Section 47-1-23 shall apply to a public employee charged with the commission of a drug related crime in the same manner that they apply to a public employee charged with the commission of a public employment related crime.

O.C.G.A. 47-1-22.2

47-1-22.2. Final conviction: notification to former public employer and public retirement system

Upon the final conviction of any person for a public employment related crime, the prosecuting attorney shall so notify the defendant's former public employer and any public retirement system in which he or she knows the convicted public employee to be an active, inactive, or retired member. Upon such notification, the public employer shall also notify any such public retirement system.

O.C.G.A. 47-1-23

47-1-23. Construction

Nothing in this article shall be construed to create a right for any public employee who is charged with the commission of a public employment related crime to remain a public employee or a member of a public retirement system until such employee is finally convicted for the commission of such crime. Nothing in this article shall be construed to create a right for a public employee who is charged with the commission of a public employment related crime to accrue rights or benefits under a public retirement system after the date any such employee ceases to be a member of such public retirement system.

O.C.G.A. 47-1-24

47-1-24. Persons who commit murder or voluntary manslaughter of member, etc., of public retirement system not to receive refund of contributions or benefits

No person who commits or conspires to commit the murder or voluntary manslaughter of a member, retiree, or beneficiary under a public retirement system shall receive any refund of contributions or any benefit under the public retirement system upon the death of the member, retiree, or beneficiary, even though the person so killing or conspiring is a named beneficiary for such refund of contributions or benefit. A plea of guilty or a judicial finding of guilt which is not reversed or otherwise set aside as to any such crime shall be prima-facie evidence of guilt for the purpose of applying the provisions of this Code section. All rights, interests, and entitlements to any such refund of contributions or benefit shall go to the secondary beneficiary designated by the member, retiree, or beneficiary, if a secondary beneficiary is designated and is living, upon the death of the member, retiree, or beneficiary, but otherwise to the member's, retiree's, or beneficiary's estate.

O.C.G.A. 47-1-25

47-1-25. Proceedings to determine economic impact of employment related crime

Within 30 days following the day the board of trustees receives notice that a member of the retirement system has been convicted of a public employment related crime, the board shall initiate proceedings in the Office of State Administrative Hearings, under the provisions of Article 2 of Chapter 13 of Title 50, to determine the economic impact of the public employment related crime. Such matter shall be deemed to be a contested case within the meaning of such article. The Department of Law shall represent the board of trustees in such proceedings. The decision of the administrative law judge shall be final unless appeal is made as otherwise provided by law.

O.C.G.A. 47-23-1

47-23-1. Definitions

As used in this chapter, the term:

(13) "Juvenile court judge" means a juvenile court judge now or hereafter appointed or otherwise holding office pursuant to Code Section 15-11-18 relative to the creation of juvenile courts, except judges of the superior courts sitting as juvenile court judges and juvenile court judges who are members of local retirement or pension systems created by local law.

O.C.G.A. 47-23-100

47-23-100. "Salary" defined for different classes of members

- (a) As used in this article, the term "salary" means:
 - (1) For superior court judges, the earnable monthly compensation from state funds provided by law for judges of the superior courts on the date the member begins receiving a retirement benefit;
 - (2) For district attorneys, the earnable monthly compensation from state funds provided by law for district attorneys on the date the member begins receiving a retirement benefit;
 - (3) For judges and solicitors-general of state courts, the average earnable monthly compensation received as such judge or solicitor-general; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges; and
 - (4) For juvenile court judges, the average earnable monthly compensation received as such juvenile judge; provided, however, that for members who become members after July 1, 1998, such amount shall not exceed the salary from state funds provided by law for superior court judges.
- (b) The monthly employee contributions made by the employer on behalf of the member under Code Sections 47-23-80, 47-23-81, and 47-23-82 shall be used in the computation of the member's salary for the computation of the member's retirement benefits.
- (c) Notwithstanding any provision of this chapter to the contrary, a member's salary shall be subject to limitations set forth in Code Section 47-1-13.