

**THE GEORGIA MUNICIPAL ASSOCIATION, INC.  
401(a) DEFINED CONTRIBUTION PLAN**

**MASTER PLAN DOCUMENT  
Amended and Restated  
As of January 1, 2018**

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**THE GEORGIA MUNICIPAL ASSOCIATION, INC.  
DEFINED CONTRIBUTION PLAN**

The Georgia Municipal Association, Inc. Defined Contribution Plan ("Plan") is hereby amended and restated, generally effective January 1, 2018, except as otherwise provided herein, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program, adopted September 25, 2020. The Plan is a governmental qualified defined contribution money purchase plan under Sections 401(a) and 414(d) of the Internal Revenue Code and is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

Plan provisions are intended to comply with Internal Revenue Code Section 401(a) and applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2017-37 (the 2017 Cumulative List) and are effective as of the applicable effective dates set forth in the Plan.

The Plan consists of the provisions set forth in this Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer, and any amendments to the Master Plan, the Adoption Agreement, and any Addendum.

**ARTICLE I - DEFINITIONS**

**1.01** "**Account**" means an account maintained for a Participant by the Administrator, which may include the following subaccounts and any other subaccounts established by the Administrator pursuant to Section 6.01: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account.

**1.02** "**Addendum**" means any Addendum to an Adoption Agreement entered into by an Employer.

**1.03** "**Administrator**" means GMA, and includes the Service Manager with regard to functions delegated by the Trustees to the Service Manager.

**1.04** "**Applicable Form**" means the appropriate form as designated and furnished by the Administrator to make an election or provide a notice as required by the Plan. If a written election or consent is not specifically required by the Code, the Administrator may prescribe a verbal, electronic, or telephonic instruction in lieu of or in addition to a written form.

**1.05** "**Adoption Agreement**" means the agreement entered into by an Employer to participate in this Plan.

**1.06** "**Beneficiary**" means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death.

**1.07** "**Code**" means the Internal Revenue Code of 1986, as amended and as applicable to governmental plans as defined in Code Section 414(d). The term also includes the Internal Revenue Code of 1954, as amended and as applicable to governmental plans as defined in Code Section 414(d).

**1.08** "**Compensation**" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding 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 employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income

of the Employee by reason of Code Section 125 or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The compensation of each Participant for any Plan Year shall not exceed \$275,000 (for 2017), as adjusted for cost of living increases in accordance with Code Section 401(a)(17)(B).

**1.09** "**Deferred Compensation Plan**" means any eligible deferred compensation plan of the Employer under Code Section 457(b), including but not limited to the Georgia Municipal Association Deferred Compensation Plan.

**1.10** "**Disability**" or "**Disabled**" means a total and permanent disability determined as follows: (i) by the Social Security Administration for a Participant who is covered by Social Security; or (ii) by the Employer, for a Participant who is not covered by Social Security. With respect to (ii), an individual shall be considered to be Disabled if he is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration; provided, however, an individual shall not be considered to be Disabled unless he furnishes proof of the existence thereof in such form and manner as the Secretary of the Treasury may require.

**1.11** "**Eligible Employee**" means an Employee who by the Adoption Agreement is eligible to participate in the Plan.

**1.12** "**Employee**" means any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

**1.13** "**Employer**" means any municipal corporation, consolidated government, political subdivision, or other governmental instrumentality in the State.

**1.14** "**Employer Contribution Account**" means the subaccount maintained by the Administrator to which Employer Contributions pursuant to Article IV, if any, may be credited.

**1.15** "**Employer Contributions**" means Matching Contributions and Non-Matching Contributions determined under the Adoption Agreement and made by a Participating Employer to an Account for a Participant.

**1.16** "**Employer Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Matching Contributions pursuant to Article IV, if any, may be credited.

**1.17** "**Employer Non-Matching Contribution Account**" means the subaccount maintained by the Administrator to which Employer Non-Matching Contributions pursuant to Article IV, if any, may be credited.

**1.18** "**Governing Authority**" means the entity authorized by law to act for the Employer and adopt this Plan through the Adoption Agreement.

**1.19** "**Investment Fund**" means an investment fund which forms part of the Trust Fund as established by the Trustees.

**1.20** "**Matching Contribution**" means the Participating Employer matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

**1.21** "**Non-Matching Contribution**" means the Participating Employer non-matching contributions as determined under the Adoption Agreement and made pursuant to Article IV.

**1.22** "**Normal Retirement Age**" means the date a Participant attains age sixty-five (65).

**1.23** "**Participant**" means an Eligible Employee who participates under this Plan by enrolling (including a default enrollment) and maintaining an Account balance.

**1.24** "**Participating Employer**" means any Employer who elects to participate in the Plan pursuant to Article II with respect to the Eligible Employees of one (1) or more departments.

**1.25** "**Payroll Period**" means the period during which payroll is determined by the Participating Employer.

**1.26** "**Plan Year**" means the plan year as determined by a Participating Employer in the Adoption Agreement.

**1.27** "**Provider**" means Georgia Municipal Association, Inc., who is the Provider sponsoring the Plan on behalf of the Trustees.

**1.28** "**Rollover Account**" means the subaccount maintained by the Administrator to which rollovers pursuant to Article XIV will be credited. The Administrator may establish one or more rollover subaccounts for a Participant.

**1.29** "**Separation from Service**" means severance of a Participant's employment with the Participating Employer for any reason, including retirement. A Participant shall be deemed to have Separated from Service with the Participating Employer for purposes of the Plan when, in accordance with the established personnel practices of the Participating Employer, the employment relationship is considered actually terminated. If a Participant has not been terminated, but the Participant has not performed services for the Participating Employer for a period of six (6) consecutive months and the Participant is not on a paid leave of absence, the Participant shall be deemed Separated from Service for purposes of this Plan at the end of the six (6) month period.

**1.30** "**Service Manager**" means the person or organization appointed by the Trustees to perform service and administrative functions delegated by the Trustees.

**1.31** "**State**" means the State of Georgia.

**1.32** "**Transfer Account**" means the subaccount maintained by the Administrator to which transfers to the Plan pursuant to Article XV will be credited. The Administrator may establish one or more transfer subaccounts for a Participant.

**1.33** "**Trust**" means the trust established by the Trustees pursuant to a written agreement that constitutes a valid trust under the law of Georgia.

**1.34** "**Trustees**" means the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program.

**1.35** "Rules of Construction" words used herein in the masculine gender shall be construed to include the feminine gender where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate.

## ARTICLE II - PARTICIPATION BY EMPLOYERS

**2.01** Participating Employer. An Employer may make the Plan available to its Employees if it takes the following actions:

(a) The Governing Authority of the Employer must pass a resolution formally adopting this Plan for its Employees and approving the Adoption Agreement.

(b) The resolution must indicate the date of adoption.

(c) The resolution must commit to the terms of an Adoption Agreement as completed by the Employer.

(d) the resolution must specify that the Employer shall abide by the terms of the Plan and the Trust, including all investment, administrative, and service agreements of the Plan, and all applicable provisions of the Code and other applicable law.

(e) The resolution must acknowledge that the Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Employer.

(f) Employers whose Employees are participating in a defined contribution plan under Code Section 401(a) and 414(d) as of the effective date of the Adoption Agreement must inform the Administrator of the name of and the provider of that plan and must provide any other information requested by the Administrator.

The Trustees shall determine whether the resolution complies with this section. If it does, and provided the other requirements of the Plan and Trust are met, the Trustees shall execute the Adoption Agreement and provide appropriate forms for the Employer to implement its participation in the Plan.

**2.02 Multiple Employer Plan.** An Employer may include in its Resolution coverage for additional employers, such that the Plan will cover multiple employers, who will be treated as Participating Employers. These additional employers shall be governed by the terms of the Plan as adopted in the Adoption Agreement.

### **ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION**

**3.01 Participation Procedure.** Only Eligible Employees as defined by the Adoption Agreement may be Participants in the Plan. The Administrator shall prescribe the enrollment form for Eligible Employees to become Participants.

**3.02 Cessation of Plan Participation.** An Eligible Employee shall cease to be a Participant on the distribution and/or forfeiture of the Participant's entire interest in the Plan.

### **ARTICLE IV - CONTRIBUTIONS**

**4.01 Contributions.** Contributions shall be made to the Plan in accordance with this Article, the Adoption Agreement, and subject to the limitations under Article V. A Participating Employer shall specify in the Adoption Agreement whether it will make Matching Contributions and/or non-Matching Contributions. Matching Contributions shall be made to match all or a portion of the Participant's contributions to a Deferred Compensation Plan, in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement. Non-Matching Contributions are not tied to Participant contributions to a Deferred Compensation Plan and shall be made in accordance with the formula and method specified by the Participating Employer in the Adoption Agreement.

The Adoption Agreement establishing the amount and method of calculating contributions continues in effect from Plan Year to Plan Year until amended or repealed by the Governing Authority or until the Participating Employer's participation in the Plan is terminated.

**4.02 Matching Contributions.** If the Adoption Agreement provides for Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Matching Contributions, which may be all or a specified portion of a Participant's contribution to a Deferred Compensation Plan. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

**4.03 Eligibility for Matching Contributions.**

(a) If the Adoption Agreement provides for Matching Contributions, a Participant shall be eligible for Matching Contributions for any Payroll Period only if the Participant meets the conditions set forth in the Adoption Agreement.

(b) In no event shall a Participant receive any Matching Contributions for any Payroll Period for which the Participant does not have an effective payroll deferral to a Deferred Compensation Plan for that Payroll Period.

**4.04 Non-Matching Contributions.** If the Adoption Agreement provides for Non-Matching Contributions, the Governing Authority shall determine and specify in the Adoption Agreement the formula for calculating the Non-Matching Contributions, which may be a fixed amount or a specified portion of a Participant's Compensation. In the Adoption Agreement, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Non-Matching Contributions. The Employer may also establish different Non-Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

**4.05 Eligibility for Non-Matching Contributions.** If the Adoption Agreement provides for Employer Non-Matching Contributions, a Participant shall be eligible for Non-Matching Contributions only if the Participant meets the conditions set forth in the Adoption Agreement.

**4.06 Changes in Employer Contributions.** A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution to amend its Adoption Agreement in accordance with Section 20.02. The resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

**4.07 Employee Contributions, Rollovers, and Transfers.** Employee contributions under the Plan are not required or permitted. However, a Participant may rollover eligible rollover distributions to the Participant's Rollover Account, pursuant to Article XIV. In addition, the Plan may accept transfers to a Participant's Transfer Account, pursuant to Article XV.

**4.08 Remittance of Contributions.** The Employer Contributions shall be paid as specified in the Adoption Agreement. All amounts of Employer Contributions under the Plan shall be transferred by the Participating Employers to the Trust within the time limits described in this Section. Contributions shall first be remitted to the Trust only after the Employer's Adoption Agreement is approved by the Trustees. Upon approval of the Adoption Agreement, the Trustees shall specify the date Employer Contributions are to commence. In no event shall contributions under the Plan be transferred by the Participating Employer to the Trust later than fifteen (15) business days after the Payroll Period specified in the Adoption Agreement or after the end of the Plan Year with respect to Employer Contributions made on a Plan Year basis.

**4.09 Delinquent Contributions.** It is the Participating Employer's responsibility to correctly calculate and timely remit the appropriate Employer Contributions. The Administrator reserves the right to give notice to the highest elected official, the designated representative of the Employer and/or the Eligible Employees of the delinquent Participating Employer in the event it comes to the Administrator's attention that Employer Contributions are not being remitted in a timely manner or that Employer Contributions are otherwise not being made in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

Neither GMA, the Trustees, nor the Administrator have any liability for the delinquency of a Participating Employer or for a Participating Employer's failure to make Employer Contributions in accordance with the terms of the Plan or in accordance with state or federal law or regulation.

#### **ARTICLE V - LIMITATIONS ON CONTRIBUTIONS**

**5.01 Applicability of Article.** Notwithstanding any provision of the Plan to the contrary, contributions to the Plan and additions to Accounts of Participants shall be limited as provided in Code Section 415 as provided in this Article.

**5.02 Limitation under Code Section 415.** Notwithstanding anything in the Plan to the contrary, the following limitations shall apply:

(a) To the extent required under Code Section 415(c), in no event shall the "annual addition," as defined in this Section for a Participant for any limitation year, exceed the lesser of:

(1) Forty Thousand Dollars (\$40,000), as adjusted for cost of living under Code Section 415(d) (\$55,000 for 2017); or

(2) One hundred percent (100%) of Compensation (as defined in Article I) actually paid or includable in gross income during such limitation year. Compensation also includes certain additional amounts if paid no later than 2½ months after severance

from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments 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. Any payment to a Participant paid by the Participating Employer not described above is not considered compensation if paid after severance from employment, even if it is paid within 2½ months following severance from employment.

An Employee who is in qualified military service (within the meaning of Internal Revenue Code Section 414(u)(1)) shall be treated as receiving compensation from the Participating Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Participating Employer during the twelve month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the cost of living adjustment (\$275,000 for 2017). The cost of living adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

(b) The Plan shall be administered so as to comply with the limitations of Code Section 415.

(c) For purposes of this Section, all defined contribution plans of a Participating Employer are to be treated as a single defined contribution plan. However, each Participating Employer is to be considered as a separate employer.

(d) Any corrections required under this Article V may be made pursuant to the IRS Employee Plans Compliance Resolution System. For limitation years prior to July 1, 2007, if the annual addition for a Participant under the Plan, determined without regard to the limitation of paragraph (a), would have been greater than the annual addition for such Participant as limited by paragraph (a), then the excess, if due to a reasonable error in estimating compensation or such other circumstances as found by the Secretary of the Treasury to justify application of this paragraph, shall be reduced, to the extent necessary to satisfy such limitation by holding the excess unallocated in a suspense account and using it to reduce Participating Employer contributions in subsequent Plan Years.

(e) For purposes of this Section, "annual addition" means the annual addition as defined in Code Section 415(c) and as modified in Code Sections 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of the following amounts

credited to a Participant's accounts for the limitation year under this Plan and any other defined contribution plan maintained by a Participating Employer:

(1) employer contributions;

(2) employee contributions;

(3) forfeitures;

(4) amounts allocated to an individual medical account, as defined in § 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan. Also amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer are treated as annual additions to a defined contribution plan; and

(5) allocations under a simplified employee pension.

(f) For purposes of this Section, limitation year means the calendar year.

**5.03 Participating Employer Responsibility for Contribution Limits.** The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to determine compliance with this Article. The Participating Employer must cease contributions to avoid exceeding the limits of Section 5.02 and must notify the Administrator if excess annual additions are made. The Participating Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

## **ARTICLE VI - ACCOUNTS AND REPORTS**

**6.01 Account.** The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant which may include: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period, and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The Rollover Account shall be credited with the Participant's rollover contributions, if any, under Article XIV. The Transfer Account shall be credited with the Participant's transfers to the Plan, if any, under Article XV. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

**6.02 Statements of Account.** A written report of the status of each Participant's Accounts shall be furnished to the Participant by the Administrator within thirty (30) days after

the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

**6.03 Year End Reports.** Within ninety (90) days after the end of each Plan Year, a written report shall be prepared and maintained on file by the Administrator showing the assets held under the Plan, a schedule of all receipts and disbursements, and all material transactions of the Plan during the preceding year. This report shall be in a form and shall contain other information as the Administrator requires. The report shall also contain such information as is necessary to enable the Trustees to prepare their accounting due under the Trust.

#### **ARTICLE VII - VALUATION OF ACCOUNTS**

**7.01 Valuation.** The Administrator shall value the investments each business day based on acceptable industry practices. All daily transactions shall be based on that day's closing market values.

**7.02 Deposits.** In all cases, deposits of contributions shall be treated as actually made only as of the date the funds are accepted as in good order by the Administrator.

**7.03 Report from Administrator to Trustees.** The Administrator shall provide a report to the Trustees concerning the valuation of Accounts quarterly.

#### **ARTICLE VIII - TRUST**

**8.01 Trust Status.** All assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income

of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. In resolving any conflict between provisions of the Plan and provisions of the Trust Agreement, the provisions of the Plan shall control.

**8.02 Trust Fund.** All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and the Trust Agreement. All contributions to the Plan must be transferred by the Participating Employers to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

#### **ARTICLE IX - INVESTMENT OF ACCOUNTS**

**9.01 Investment Options.** From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's) Rollover Account and Transfer Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account; if a Participant has both an Employer Matching Contribution Account and Employer Non-Matching Contribution Account with different investment directives, the investment directive of the Matching Contribution Account shall be applied. The Administrator shall follow the Participants' (or Beneficiaries') directions with respect to the investment of the Accounts, except that the Administrator shall direct the

investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file.

**9.02 Investment Default Option.** In the event that a Participant does not have a valid investment direction on file for any portion of the amount in that Participant's Account, that portion of the Account shall be invested in any default option or options as determined by the Trustees. In such event, the Participant shall be deemed to have directed that option (or options) for investment of such portion of their Account. The Trustees intend to establish one or more default options based upon various factors, including but not limited to, market risk, stability and rate of return. If the Trustees have appropriately exercised their fiduciary duty in selecting a default option(s), they have no liability for any loss sustained by a Participant or Beneficiary whose Account in whole or in part is invested in the default option(s). If an Employer directs the transfer of all assets under a superseded plan to this Plan and any or all of the investment funds under the superseded plan are not available under this Plan, the Trustees will invest the Participant's Account in any default option or options as determined by the Trustees, until the Participant makes a valid change of investment direction for such assets.

## **ARTICLE X - VESTING**

**10.01 Vesting Standards.** The vesting standards for Employer Contributions shall be determined in the Adoption Agreement with the following exceptions:

(a) The Participant shall be 100% Vested in the Participant's Rollover Account and Transfer Account at all times.

(b) Upon attainment of Normal Retirement Age, Death or Separation from Service because of Disability, the Participant shall be 100% Vested in all the Participant's Accounts.

(c) Upon a Participating Employer's voluntary or involuntary termination of the Employer's Participation in the Plan or upon the Trustees' termination of the entire Plan, or upon

the complete discontinuance of the Employer's contributions to the Plan, the Participant shall be 100% Vested in all the Participant's Accounts.

**10.02 Forfeitures.** If a Participant has a Separation from Service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. The Employer is responsible for reporting forfeitures to the Administrator when they occur. Amounts forfeited during a calendar year shall be used to reduce or otherwise supplement Employer Contributions no later than the last day of the second month following the end of the calendar year, or, if there are no Employer Contributions (such as in a frozen plan), shall be used for administrative expenses and, if forfeitures remain, allocated to remaining Participants' Accounts.

#### **ARTICLE XI - BENEFITS**

**11.01 Benefit Payments.** Benefits shall be paid from the Trust Fund in accordance with this Article. Benefits payable to a Participant or a Beneficiary (or estate, if applicable) shall be based upon the value of the Participant's Account.

(a) **Separation from Service.** Upon Separation from Service, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

(b) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option elected by the Beneficiary under Section 11.02, subject to the restrictions in Article XII. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death. However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of

the Participant's death, to defer distribution to a date not later than the Participant's required beginning date as specified in Section 12.06(e). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XII.

(c) **Disability.** Upon Separation from Service with the Participating Employer because of Disability, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XII. A Participant who is on leave without pay who becomes Disabled within the first six (6) months of the leave shall be considered to have Separated from Service on account of Disability. The commencement date must meet the required distribution commencement date provisions of Code Section 401(a)(9) as specified in Article XII. All benefits shall be paid under a payment option under Section 11.02, subject to the restrictions in Article XII.

**11.02 Payment Options.** The election of a payment option by a Participant or a Beneficiary under Section 11.01 must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payment options in the form of lump sums and may permit a Participant to elect payment over the life of the Participant; over the life of the Participant and a designated Beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary. Absent such an election, the Account will be paid in a lump sum.

**11.03 Lump Sum Settlement.** Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than \$5,000 (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following

the determination) at the time of Separation from Service, the Administrator may effect a lump sum distribution of the Participant's Account, regardless of a Participant's or Beneficiary's direction. Effective for distributions made on or after March 28, 2005, if a lump sum distribution to be made under this Section is greater than \$1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

**11.04 Designated Beneficiary.**

(a) A Participant shall have the right to file with the Administrator an Applicable Form designating the Beneficiary or Beneficiaries who shall receive the benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation shall take effect until an Applicable Form is completed by the Participant and received and accepted by the Administrator.

(b) A Participant shall have the right to designate at least one primary and at least one contingent Beneficiary and to indicate whether the Beneficiaries in each class are to share equally or according to specified percentages. If a Beneficiary predeceases the Participant, the surviving Beneficiaries in the same class (i.e., primary or contingent) will share among each other all benefits in the same proportion as originally designated by the Participant. A contingent Beneficiary shall receive benefit payments only if there is no surviving primary Beneficiary.

(c) If the Participant dies without a valid Beneficiary designation on file for this Plan and he or she is a participant in the GMA Deferred Compensation Plan, the Participant's Beneficiary or Beneficiaries for purposes of the GMA Deferred Compensation Plan, if any, shall

be the Participant's Beneficiary or Beneficiaries under this Plan. If the Participant dies without a valid Beneficiary designation on file for this Plan or for the GMA Deferred Compensation Plan, the benefit payment shall be made to the Participant's surviving spouse, in which case the Participant's surviving spouse shall be the designated Beneficiary under the Plan. If there is no surviving spouse, the benefits shall be paid to the Participant's estate in a lump sum. In the event of the death of a Beneficiary after the Beneficiary has become entitled to receive benefits, the remaining benefits allocable to such Beneficiary shall be paid to the estate of the Beneficiary in a lump sum.

(d) The Beneficiary designation may be changed by the Participant on the Applicable Form at any time prior to the date benefits commence. Only the last designation of a Beneficiary prior to the date benefits commence shall have effect, and any new designation of a Beneficiary invalidates, supersedes, and revokes any prior designation, provided it is made on an Applicable Form completed by the Participant and received and accepted by the Administrator. Notwithstanding any provision to the contrary, a Beneficiary designation for this Plan shall control distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Deferred Compensation Plan.

## **ARTICLE XII - MINIMUM DISTRIBUTION RULES**

**12.01 Precedence.** The requirements of this Article will take precedence over any inconsistent provisions of the Plan.

**12.02 Requirements of Treasury Regulations.** All distributions required under this Article will be determined and made in accordance with Code Section 401(a)(9) and the Treasury regulations Sections 1.401(a)(9)-2 through 1.401(a)(9)-9 thereunder, including the incidental death benefit rules under Code Section 401(a)(9)(G).

**12.03 Time and Manner of Distribution.**

(a) The Participant's entire interest will be distributed, or begin to be distributed, to the Participant not later than the Participant's Required Beginning Date.

(b) 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:

(1) 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 died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a Participant who would have attained age 70½ before January 1, 2020), if later.

**[AMENDED SEPTEMBER 25, 2020]**

(2) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, then distributions to the Designated Beneficiary may be made by lump sum, and distribution must be made no later than December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) 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.

(4) 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 are required to begin, this subsection (b), other than subsection (b)(1), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 12.05, unless subsection (b)(4) of this Section applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(4) of this Section applies, distributions are considered to begin on the date the distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section), the date distributions are considered to begin is the date distributions actually commence.

(c) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 12.04 or 12.05. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations. Annuity payments must commence on or before the Participant's Required Beginning Date. The first payment, which must be made on or before the Participant's required beginning date, must be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

(d) Once payments have begun over a period certain, the period certain cannot be changed except in the limited circumstances described in Section 1.401(a)(9)-6, Q&A-13, of the Treasury regulations.

(e) A participant's benefit may be distributed in a lump sum to purchase an annuity from an insurance company. All annuity payments (whether paid over an Participant's life, joint lives, or a period certain) must be either nonincreasing or increase only in accordance with Section 1.401(a)(9)-6, Q&A-14, of the Treasury regulations.

#### **12.04 Required Minimum Distribution During Participant's Lifetime.**

(a) During the Participant's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:

(1) The quotient obtained by dividing the Participant's Account Balance by the distribution period in the Uniform Lifetime Table set forth in Section 1.401(a)(9)-9, Q&A-2, of the Treasury regulations, using the Participant's age as of the Participant's birthday in the Distribution Calendar Year; or

(2) 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 Section 1.401(a)(9)-9, Q&A-3, of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

(b) Required minimum distributions will be determined under this Section beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Participant's date of death.

**12.05 Required Minimum Distributions After Participant's Death.**

(a) Death on or After Date Distributions Begin.

(1) 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:

(i) 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.

(ii) 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.

(iii) 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 Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) 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.

(b) Death (on or before December 31, 2021) Before Date Distributions Begin.

(1) 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 subsection (a) of this Section.

(2) 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.

(3) 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 12.03(b)(1), this subsection (b) will apply as if the surviving spouse were the Participant.

(c) Death After Required Minimum Distributions Begin. If distributions begin on the Participant's Required Beginning Date and the Participant dies before his or her entire interest has been distributed, the remaining portion of such interest must be distributed at least as rapidly as under the distribution method being used as of the date of the Participant's death.

(d) Required Minimum Distribution After Participant's Death Beginning after December 31, 2021. Notwithstanding the provisions above, if a Participant dies before their entire Account balance is distributed, the Participant's entire interest will be distributed no later than as follows:

(1) If the Designated Beneficiary is not the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten years younger than the employee, distributions after the Participant's death must be distributed no later than the tenth (10<sup>th</sup>) Distribution Calendar Year following the Participant's death.

(2) If the Designated Beneficiary is the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten (10) years younger than the employee, distributions after the Participant's death must be made over a period not to exceed the Designated Beneficiary's life expectancy. Alternatively, the Designated Beneficiary may elect to receive a total distribution of the Participant's Account balance by no later than the tenth (10<sup>th</sup>) Distribution Calendar Year following the Participant's death. [AMENDED SEPTEMBER 25, 2020]

**12.06 Definitions for this Article.**

(a) "Designated Beneficiary" means the individual who is designated as the Beneficiary under Article XI and is the Designated Beneficiary under Code Section 401(a)(9) and Section 1.401(a)(9)-4 of the Treasury regulations.

(b) "Distribution Calendar Year" means 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 12.03(b). 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.

(c) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9, Q&A-1, of the Treasury regulations.

(d) "Participant's Account Balance" means 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.

(e) "Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy-two (72) (age seventy and one-half (70½) for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), or (ii) the calendar year in which the Participant Separates from Service. [AMENDED SEPTEMBER 25, 2020]

#### **12.07 TEFRA Section 242(b)(2) Elections.**

(a) Notwithstanding the other requirements of this Article distribution on behalf of any Participant who has made a designation under section 242(b)(2) of the Tax Equity and Fiscal Responsibility Act (a "section 242(b)(2) election") may be made in accordance with all of the following requirements (regardless of when such distribution commences):

(1) The distribution by the Plan is one which would not have disqualified such Plan under Code section 401(a)(9) as in effect prior to amendment by the Deficit Reduction Act of 1984.

(2) The distribution is in accordance with a method of distribution designated by the Participant whose interest in the Plan is being distributed or, if the Participant is deceased, by a Beneficiary of such Participant.

(3) Such designation was in writing, was signed by the Participant or the Beneficiary, and was made before January 1, 1984.

(4) The Participant had accrued a benefit under the Plan as of December 31, 1983.

(5) The method of distribution designated by the Participant or the Beneficiary specifies the time at which distribution will commence, the period over which distributions will be made, and in the case of any distribution upon the Participant's death, the Beneficiaries of the Participant listed in order of priority.

(b) A distribution upon death will not be covered by this transitional rule unless the information in the designation contains the required information described above with respect to the distributions to be made upon the death of the Participant.

(c) For any distribution which commences before January 1, 1984, but continues after December 31, 1983, the Participant or the Beneficiary, to whom such distribution is being made, will be presumed to have designated the method of distribution under which the distribution is being made if the method of distribution was specified in writing and the distribution satisfies the requirements in subsections 12.08 (a)(1) and (5).

(d) If a designation is revoked, any subsequent distribution must satisfy the requirements of Code section 401(a)(9) and the regulations thereunder. If a designation is revoked subsequent to the date distributions are required to begin, the Plan must distribute, by the end of the calendar year following the calendar year in which the revocation occurs, the total amount not yet distributed which would have been required to have been distributed to satisfy Code section 401(a)(9) and the regulations thereunder, but for the section 242(b)(2) election. For calendar years beginning after December 31, 1988, such distributions must meet the minimum distribution incidental benefit requirements. Any changes in the designation will be considered to be a revocation of the designation. However, the mere substitution or addition of another Beneficiary (one not named in the designation) under the designation will not be considered to be a revocation of the designation, so long as such substitution or addition does

not alter the period over which distributions are to be made under the designation, directly or indirectly (for example, by altering the relevant measuring life).

(e) In the case in which an amount is transferred or rolled over from one plan to another plan, the rules in Treasury Regulation section 1.401(a)(9)-8, Q&A-14 and Q&A-15, shall apply.

**12.08 No Expansion of Payment Options.** Nothing in this Article shall provide any individual entitled to a benefit under this Plan a benefit or payment option to which such individual would not otherwise be entitled pursuant to the provisions of the Plan.

**12.09 2020 Waiver of Required Minimum Distributions**

(a) Effective in 2020, notwithstanding Sections 12.04 and 12.05, a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution for 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code (2020 required minimum distributions), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 required minimum distributions, or (2) one or more payments (that include the 2020 required minimum distributions) in a series of substantially equal periodic payments made at least annually and expected to last the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years (Extended 2020 required minimum distributions), will receive those distributions is determined in accordance with this Section 12.09(b) below. Notwithstanding Section 12.09(b) below, a Participant or Beneficiary will be given the opportunity to elect whether or not to receive those distributions. In addition, notwithstanding Section 13.01 and solely for purposes of applying the direct

rollover provisions of the Plan, certain additional distributions in 2020 will be treated as eligible rollover distributions.

(b) A Participant or Beneficiary who would have been required to receive a 2020 required minimum distribution will not receive this distribution unless the Participant or Beneficiary chooses to receive the distribution. [AMENDED SEPTEMBER 25, 2020]

### **ARTICLE XIII - ELIGIBLE ROLLOVER FROM THIS PLAN**

#### **13.01 Plan Distributions and Withholding Requirements.**

(a) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) For purposes of the direct rollover provisions of the Plan, 2020 required minimum distributions will be treated as an Eligible Rollover Distribution in 2020. [AMENDED SEPTEMBER 25, 2020]

#### **13.02 Definitions.** The following definitions shall apply to this Article:

(a) An "Eligible Rollover Distribution" is any distribution under Article XI of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated Beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); or (iii) the portion of any distribution that is not includable in gross income, provided that any portion of any distribution

that is not includable in gross income may be an Eligible Rollover Distribution for purposes of a rollover to either (1) a traditional individual retirement account or individual retirement annuity under Code Sections 408(a) or 408(b) or a Roth individual account or annuity described under Code Section 408A or (2) a qualified trust which is part of a plan which is a defined contribution plan under Code Sections 401(a) or 403(b) that will separately account for the distribution, including the taxable and non-taxable portions of the distribution, in a direct trustee-to-trustee transfer.

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, a Roth IRA described in section 408A of the Code, an annuity plan described in section 403(a) of the Code, a qualified plan described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any 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, and, effective after December 18, 2015, to a SIMPLE IRA described in Code Section 408(p) that has been established for at least two years. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). The definition of an Eligible Retirement Plan for a nonspouse designated beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

(c) A "Distributee" includes an employee, former employee, and, effective for Plan Years beginning on or after December 31, 2009, a nonspouse designated beneficiary (as defined in section 401(a)(9)(E) of the Code) of a deceased Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse.

(d) A "Direct Rollover" is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

(e) Not fewer than 30 nor more than 180 days before a Plan distribution, the Administrator shall provide the recipient with a written tax explanation as required by Code Section 402(f), if applicable, including an explanation of (i) the direct transfer of benefits, if applicable; (ii) the applicability of withholding taxes; (iii) the availability of direct transfers or rollovers; (iv) the availability of the special forward income averaging of Code Section 402(d); and (v) the applicability of such provisions to an alternate payee under Code Section 402(e). Notwithstanding the preceding sentence, a distribution may begin fewer than 30 days after the notice described in the preceding sentence is given, provided that:

(1) the Administrator clearly informs the Participant that the Participant has a right to a period of at least 30 days after receiving the notice to consider the decision of whether or not to elect a distribution (and, if applicable, a participant distribution option), and

(2) the Participant, after receiving a notice, affirmatively elects a distribution.

#### **ARTICLE XIV - ELIGIBLE ROLLOVERS TO THIS PLAN**

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may contribute to the Plan in cash as a rollover contribution a qualified

rollover amount from a qualified plan under Code Section 401(a); an annuity plan under Code Section 403(a); an individual retirement account or annuity under Code Sections 408(a) or (b); or an annuity contract under Code Section 403(b); provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. A rollover contribution shall be allocated to the Rollover Account of the Participant as of the date of the contribution. The Participant's Rollover Account shall be available for distribution, under the payment options set forth in Section 11.02, at any time at the direction of the Participant, subject to any applicable penalties or other distribution requirements under the Code (including, but not limited to, Article XII).

#### **ARTICLE XV - TRANSFERS**

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may make a plan-to-plan transfer to this Plan from another qualified plan as provided in this Article. Likewise, to the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, this Plan will accept an Employer directed transfer of a Participant's assets from a qualified plan and trust. Such a Participant-directed or Employer-directed transfer is permitted only if the other plan provides for the direct transfer of the Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer and to confirm that the other plan is a qualified plan as defined in Section 401(a) of the Code. The amount so transferred shall be credited to the Participant's Transfer Account and shall be held, invested, accounted for, administered and otherwise treated in the same manner as a rollover contribution under Article XIV, subject to any applicable distribution requirements or limitations under the Code.

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, and subject to approval by the Trustees, a Participating Employer may direct the transfer of all the assets under its Plan to a successor qualified plan and trust that agrees to accept such transfer. In the event of such a transfer, each Participant or Beneficiary shall be entitled to receive (if the plan then terminated) a benefit immediately after the transfer which is not less than the benefit the Participant or Beneficiary would have been entitled to receive immediately before the transfer (if the plan had then terminated).

#### **ARTICLE XVI - PARTICIPATING EMPLOYER OBLIGATIONS**

Each Participating Employer is required to: (i) remit correct contributions on a timely basis pursuant to Article IV, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion. A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan.

**[AMENDED SEPTEMBER 25, 2020]**

#### **ARTICLE XVII - PLAN LOANS**

Plan loans to Participants shall not be permitted.

#### **ARTICLE XVIII - ADMINISTRATION OF PLAN**

**18.01 Compliance with Code Section 401(a).** At all times, the Plan shall be administered in accordance with and construed to be consistent with Section 401(a) of the Code and its accompanying regulations, as applicable to governmental plans as defined in Code

Section 414(d). The Plan is a money purchase plan, whereby contributions are determined pursuant to Article IV of the Plan.

**18.02 Trustees' Duties and Powers.** The Trustees shall have the authority to control and manage the operation and administration of the Plan and shall be a named fiduciary of the Plan.

(a) The Trustees shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to enable the Trustees to carry out their duties under the Plan. The Trustees also have the powers and duties specified in the Trust Agreement. By way of illustration and not limitation, the Trustees are empowered and authorized:

(1) to establish procedures with respect to administration of the Plan, not inconsistent with the Plan and the Code, and to amend or rescind such procedures;

(2) to determine, consistent with the Plan, applicable law, rules or regulations, all questions of law or fact that may arise as to the eligibility for participation in the Plan and eligibility for distribution of benefits from the Plan, and the status of any person claiming benefits under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Employees and former Employees;

(3) pursuant to Article XI of the Plan, to make payments from the Trust Fund to Participants, their Beneficiaries and other persons as the Trustees may determine;

(4) to contract with one or more Service Managers to perform education, enrollment, and administrative services under this Plan;

(5) to accept service of legal process;

(6) subject to and consistent with the Code, to construe and interpret the Plan as to administrative issues and to correct any defect, supply any omission or reconcile any inconsistency in the Plan with respect to same.

(b) Any action by the Trustees, which is not found to be an abuse of discretion, shall be final, conclusive and binding on all individuals affected thereby. The Trustees may take any such action in such manner and to such extent as the Trustees in their sole discretion may deem expedient and the Trustees shall be the sole and final judge of such expediency.

(c) The Trustees may delegate any power or duty to the Administrator except where the Trustees are required to review a determination of the Administrator.

**18.03 Advice.** The Trustees may employ one (1) or more persons to render advice with regard to their responsibilities under the Plan.

**18.04 Delegation by Trustees.** In addition to the powers stated in Section 18.02, the Trustees may delegate to an individual, committee or organization certain of their fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have power and authority with respect to such delegated fiduciary or other responsibilities as the Trustees have under the Plan.

**18.05 Fiduciary Insurance.** The Trustees may require the purchase of fiduciary liability insurance for any of such fiduciaries to cover liability or losses occurring by reason of the act or omission of a fiduciary.

**18.06 Payment of Benefits.**

(a) Payments to Minors and Incompetents. Any Participant, Terminated Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of his estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney in fact for an Employee, Participant, Terminated Participant, or Beneficiary (or estate, if applicable) with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney in fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

(b) Correctness of Actions. The Trustees or Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal

determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and the Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

**18.07 Limitation on Recovery.** Participating Employers, Participants, and Beneficiaries (or their estates, if applicable) may not seek recovery against the Trustees, GMA, or any employee or agent of GMA or the Trustees, for any loss sustained by any Participating Employer, Participant, or Beneficiary (or estate, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. Participants and Beneficiaries (or their estates, if applicable) may not seek recovery against Participating Employers, or any employee or agent of the Participating Employer, due to the non-performance of their duties, negligence, or any other misconduct of the above named persons.

This paragraph shall not, however, excuse fraud or a wrongful taking by any person.

#### **ARTICLE XIX - CLAIMS PROCEDURE**

**19.01 Claims Procedure: Service Manager.** Any Participant may present a claim in writing to the Service Manager for any issue involving the Participant's Account investments or record-keeping. In addition, the Administrator may refer such issues to the Service Manager for review and resolution. The Service Manager shall utilize the protocol agreed to with the Administrator. The Service Manager shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Service Manager, the Participant may request in writing a claim review under Section 19.04.

**19.02 Claims Procedure: Employer.** Any Participant may present a claim in writing to the Participant's Employer for any issue involving eligibility or vesting. In addition, the Administrator may refer such issues to the Employer for review and resolution. The Employer shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Employer, the Participant may request in writing a claim review under Section 19.04.

**19.03 Claims Procedure: Administrator.** The Administrator shall have sole discretion to determine, based upon the Issue(s) raised, if a claim should be resolved by the Service Manager, Employer, or the Administrator pursuant to Sections 19.01, 19.02 or 19.03 respectively. A Participant, Beneficiary, or other person claiming benefits under this Plan ("Claimant") may present a claim in writing to the Administrator for any issue not covered by Section 19.01 or 19.02. The Administrator shall resolve any such claim presented to it in accordance with the procedures specified in Section 19.04(b) - (d). If the Claimant is not satisfied with the resolution determined by the Administrator, the Claimant may appeal the Administrator's decision under Section 19.05.

**19.04 Claims Review.**

(a) Within thirty (30) days after the Claimant is notified of a decision under Section 19.01 or 19.02, the Claimant may submit a written request for review of the decision by the Administrator. If such request is not filed within thirty (30) days, the decision of the Service Manager or Employer, as applicable, shall be final and binding. The thirty (30) day period may be waived by the Trustees for good cause shown.

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a

manner calculated to be understood by the Participant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

- (1) the specific reasons for such denial,
- (2) specific reference to any pertinent provisions of the Plan on which denial is based,
- (3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and
- (4) an explanation of the appeals procedure for the Plan.

(c) The Administrator shall act as a fiduciary in making a full and fair review of such claim.

(d) The Claimant or a duly authorized representative may review any Plan document which is pertinent to the claim and may submit issues and comments to the Administrator in writing at any time prior to the issuance of the Administrator's decision on review.

#### **19.05 Appeals Procedure.**

(a) Within sixty (60) days after receipt by the Claimant of notification of denial under Section 19.03 or 19.04, the Claimant shall have the right to present a written appeal to the Trustees, including submission of any additional written material that is pertinent to the claim. If such appeal is not filed within the sixty (60) day period, the decision of the Administrator shall be final and binding.

(b) A decision by the Trustees shall be made no later than sixty (60) days after their receipt of the appeal. However, if the Trustees decide that a hearing at which the Claimant or a duly authorized representative may be present is necessary and such a hearing is held, such

decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the Claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

**19.06 Report to Trustees Concerning Claims and Appeals.** The Administrator shall present a quarterly summary report to the Trustees concerning any claim or appeal under this Article.

## **ARTICLE XX - AMENDMENT OF THE PLAN**

### **20.01 Provider and Amendments.**

(a) It is the intent of the Trustees that the Master Plan, Adoption Agreement form and Addendum form (collectively referred to for purposes of Section 20.01 as "Plan") shall be and remain qualified for tax purposes under the Code. The Provider shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMA Investment Fund.

(b) The Administrator will maintain a record of the Participating Employers, and the Administrator will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Trustees or the Provider, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any beneficiary thereof) and to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A

true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) On and after February 17, 2005, the Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2017, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective January 1, 2018, for any Participating Employer as of either:

(1) the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, or

(2) as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments,

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter.

**20.02 Amendment of Adoption Agreement and/or Addendum by Participating Employer.** The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under the Adoption Agreement and/or Addendum without the consent of the Participants or any Beneficiaries. Provided, however, that no such amendment shall:

(a) Deprive any Participant or Beneficiary of any of the benefits to which the Participant or Beneficiary is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment; or

(b) Authorize or permit any part of the Trust Fund to be diverted to purposes other than for the exclusive benefit of Participants or their Beneficiaries; or

(c) Become effective until approved by the Trustees. In order to be approved by the Trustees, any amendment must comply with the Master Plan and all applicable state and federal laws, including Code Section 401(a) as applicable to governmental plans. If the Trustees do not approve an amendment, the Trustees and Administrator shall continue to administer the Plan as if such amendment had not been made.

(d) If an amendment limits or otherwise restricts the deferral and distribution rights of the Participants, the amendment shall become effective on the first day of the month following the giving of not less than forty-five (45) days prior notice of the amendment to Participants. If the amendment was made by the Trustees, notice shall be deemed given when the amendment is posted in the office of the Administrator and is sent to each Participating Employer. If the amendment was made by the Participating Employer, notice shall be deemed given when the amendment is posted in the office of the Participating Employer and is sent to the Administrator. No amendments shall deprive any Participant of any of the benefits to which the Participant is entitled under this Plan with respect to amounts credited prior to the effective date of the amendment, and

(e) If the Plan is amended or modified, the Administrator shall nonetheless be responsible for the supervision and the payment of benefits resulting from amounts contributed prior to the amendment or modifications in accordance with this Article.

#### **ARTICLE XXI - TERMINATION**

**21.01 Plan Termination or Freeze by Participating Employer.** A Participating Employer may terminate or freeze its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(a) The Governing Authority of the Participating Employer must adopt a resolution terminating its participation or freezing its Employees' rights to participate in the Plan.

(b) The resolution must specify when the Plan will be closed to any additional participation by Eligible Employees, which must be a date at least sixty (60) days after the adoption of the resolution.

(c) The resolution must be submitted to the Trustees.

The Trustees shall determine whether the resolution complies with this section, and all applicable federal and state laws, shall determine an appropriate effective date for the Plan termination or freezing of Employer participation. The Administrator shall provide appropriate forms to the Participating Employer to terminate or freeze ongoing participation. Distributions under the Plan of existing accounts to the Participants and Beneficiaries affected by the termination, or to Participants affected by the freeze are subject to Article XI. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating Employer's Employees who are Participants, the Trustees may in their discretion make the transfer.

**21.02 Discontinuance of Contributions.** At the discretion of the Trustees, a Participating Employer who fails to make contributions for a period of one (1) year or who fails to make timely contributions over a period of two (2) years shall be considered to have frozen participation.

**21.03 Effect of Termination or Freeze by Participating Employer.** In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of affected Participants pursuant to Article XI. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees or whose participation is not terminated by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the

termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

**21.04 Termination of the Entire Plan.** This Plan in its entirety may be terminated at any time by official action of the Trustees, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participant Accounts must be specified in the Trustees' official action and must be no sooner than ninety (90) days after the adoption of the official action. In the event of a complete Plan termination, the Trustees must distribute all assets of the Trust Fund to the Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

#### **ARTICLE XXII - NONASSIGNABILITY**

**22.01 Nonassignment.** No Participant, Beneficiary or designee may commute, sell, assign, transfer, or otherwise convey the right to receive any payment under the Plan.

**22.02 Rights.** The rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person, except to the extent a benefit distributable under Article XI is subject to a federal tax levy and except as provided in Article XXIII concerning Plan-Approved Domestic Relations Orders.

#### **ARTICLE XXIII - DOMESTIC RELATIONS ORDERS**

**23.01 General Provisions.** Domestic relations orders which satisfy the requirements of Code Section 414(p)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any

domestic relations orders issued by a court before January 26, 2004. The Administrator or Service Manager is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

**23.02 Investment.** During the period that the issue of whether an order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager is under consideration, the investment direction of the Participant with respect to the Participant's Accounts shall remain in effect, subject to a determination by the Administrator or Service Manager that such investment direction would be contrary to a final court order. After a determination has been made that a domestic relations order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager and a separate Plan Account has been established for the alternate payee, the alternate payee shall direct the investment of his or her Plan Account. The Administrator or Service Manager shall direct the investment of an alternate payee's Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file. The alternate payee's Account shall be assessed administrative fees in the same amount and in the same manner as a Participant's Account. The Service Manager may assess an additional administrative fee to process PADROs.

**23.03 Distributions to Alternate Payees.** Distributions of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternate payee's death,

any remaining benefits shall be payable solely to the alternate payee's estate, via the duly appointed and then-currently serving executor of the alternate payee's estate.

#### **ARTICLE XXIV - MISCELLANEOUS**

**24.01 Federal Taxes.** The Trustees, the Employers, and the Administrator do not guarantee that any particular Federal or State income, payroll or other tax consequence will occur because of participation in this Plan.

**24.02 Contract.** This Plan (i.e. the Master Plan document, along with the provisions set forth in the Adoption Agreement and any Addendum of any Participating Employer), including any properly adopted or executed amendments thereof, shall constitute entirety of the Participating Employer's Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person. No document outside of the Plan shall be construed as creating an agreement or contract between the Participating Employer and any Participant regarding the Plan.

**24.03 Conflicts.** In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute a qualified governmental plan under the provisions of Code Sections 401 and 414(d) and the Trust to be exempt from tax under Code Sections 115 and 501, (ii) causes the Plan to comply with all applicable requirements of the Code, and (iii) causes the Plan to comply with all applicable Georgia statutes and rules, shall prevail over any different interpretation.

**24.04 Limitation on Rights.** Neither the establishment or maintenance of the Plan, nor any amendment thereof nor any act or omission under the Plan (or resulting from the operation of the Plan) shall be construed:

(a) as conferring upon any Participant, Beneficiary (or their estates, if applicable) or any other person a right or claim against the Trust, Trustees, Participating Employers, Administrator, GMA or GMA's employees or agents, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(b) as creating any responsibility or liability of the Participating Employers for the validity or effect of the Plan;

(c) as a contract between the Participating Employers and any Participant or other person (or estate, if applicable);

(d) as being consideration for, or an inducement or condition of, employment of any Participant or other person, or as affecting or restricting in any manner or to any extent whatsoever the rights or obligations of the Participating Employers or any Participant or other person to continue or terminate the employment relationship at any time; or

(e) as giving any Participant the right to be retained in the service of the Participating Employers or to interfere with the right of the Participating Employers to discharge any Participant or other person at any time.

**24.05 USERRA Compliance.** Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and Code Section 401(a)(37), as amended from time to time.

For purposes of this section, "qualified military service" means any service in the uniformed services as defined in USERRA by any individual if such individual is entitled to reemployment rights under USERRA with respect to such service.

A Participant, whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service who timely resumes employment with the Participating Employer in accordance with USERRA, may elect to make-up deferral contributions to a Code Section 457(b) Plan in accordance with Code Section 414(u) reduced by deferral contributions under Code Section 457(b), if any, actually made for the Participant during the period of such interruption or leave. Except to the extent otherwise provided under Code Section 414(u), this right applies for five (5) years following such resumption of employment (or, if shorter, for a period equal to three (3) times the period of the interruption or leave). Such contribution by the Participant may only be made during such period and while the Participant is employed by the Participating Employer.

If such Participant elects to make such make-up contributions, then the Participating Employer shall make-up the related Employer Contributions which would have been required had such contributions actually been made during the period of qualified military service. The make-up contributions by the Participating Employer shall be made as soon as practicable after the Participant makes such make-up contributions.

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Participating Employer shall make any other Employer Contribution that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

In determining the amount of Employer Contribution, a Participant shall be treated as receiving compensation from the Participating Employer during such period of qualified military

service equal to (i) the compensation the Participant would have received during such period if the Participant were not in qualified military service, determined based on the rate of pay the Participant would have received from the Participating Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Participant would have received during such period is not reasonably certain, the Participant's average compensation from the Participating Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

Effective January 1, 2009, a Participant receiving a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant and the differential wage payment shall be treated as Compensation for purposes of Section 1.08 of the Plan and for purposes of Article V of the Plan. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

**24.06 Procedure when Distributee Cannot be Located.** The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Beneficiary (or an estate, if applicable) entitled to benefits under the Plan. For this purpose, a reasonable attempt means the Administrator has taken the following steps: (a) searched plan and

related plan, sponsor, and publicly-available records or directories for alternative contact information, (b) used a commercial locator service, credit reporting agency, or proprietary internet search tool for locating individuals, as determined by the Administrator, and (c) attempted contact via United States Postal Service ("USPS") certified mail to the last known mailing address shown on the Employer's or the Administrator's records and through appropriate means for any address or contact information (including email addresses and telephone numbers). If the Administrator is unable to locate such a person entitled to benefits hereunder, the payee has not responded within six (6) months, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. In the event of a Plan termination under Article 21, the benefits due to such person shall be paid in a direct rollover to an individual retirement plan designated by the Administrator.

**24.07 Erroneous Payments.** If the Trustees make any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Trustees may recover that incorrect payment, by whatever means necessary, whether or not it was made due to the error of the Trustees, from the person to whom it was made or from any other appropriate party. For example, if any such incorrect payment is made directly to a Participant, the Trustees may deduct it when making any future payments directly to that Participant.

**24.08 Mistaken Contributions.** If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact, then within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Administrator, to the Participating Employer.

**24.09 Release.** Any payment to any Participant shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Administrator may condition payment thereof on the delivery by the Participant of the duly executed receipt and release in such form as may be determined by the Administrator.

**24.10 Liability.** The Administrator and its employees and agents shall not incur any liability in acting upon any notice, request, signed letter, telegram or other paper or document or electronic transmission believed by the Administrator to be genuine or to be executed or sent by an authorized person.

**24.11 Governing Laws.** The law of the State of Georgia, except to the extent pre-empted by federal law, shall apply in determining the construction and validity of this Plan.

**24.12 Necessary Parties to Disputes.** Necessary parties to any accounting, litigation or other proceedings relating to the Plan shall include only the Trustees and the Administrator. However, the Service Manager is a necessary party for with respect to duties that have been delegated to the Service Manager. The settlement or judgment in any such case in which the Trustees are duly served shall be binding upon the Participating Employer and all affected Employees, Participants, their Beneficiaries, estates and upon all persons claiming by, through or under them.

**24.13 Severability.** If any provision of the Plan shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Plan shall continue to be fully effective.

**24.14 Supersession.** The terms of the Plan shall supersede any previous Agreement between the parties pertaining to the Plan.

**24.15 Counterparts.** This Plan may be executed in one (1) or more counterparts, each of which shall constitute an original.

**24.16 General Provision.** Trustees may adopt procedures for persons to act on behalf of incompetent Participants and Beneficiaries.

IN WITNESS WHEREOF the Board of Trustees has caused to be affixed the signature of its duly authorized Representatives:

\_\_\_\_\_  
Date

\_\_\_\_\_  
Larry Hanson, Secretary-Treasurer

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