SUMMARY OF DEFAULT ELECTIONS
IN RESTATED ACCG DB ADOPTION AGREEMENT

1. **Section 1.23 Employee; Eligibility of Magistrate** - The new Adoption Agreement includes an election to include or exclude "Magistrate" as an eligible employee. This refers to a Magistrate that is not the Chief Magistrate. The default election is to exclude the Magistrate if the Chief Magistrate Judge is excluded under your Adoption Agreement. The default election is to include the Magistrate if the Chief Magistrate Judge is included under your Adoption Agreement. Please contact us before signing the Adoption Agreement if you wish to change this election.

2. **Section 1.23 Employee; Eligibility of Tax Commissioners and their Employees Hired on or After 7/1/2012** – The new Adoption Agreement includes an election to include or exclude the Tax Commissioner and employees of the Tax Commissioner who were hired on or after July 1, 2012 (if not participating in the Employees Retirement System of Georgia (ERS)). Under a new state law passed in 2012, Tax Commissioners and their employees hired on and after 7/1/2012 are not enrolled in ERS unless the County passes a resolution to that effect. We have assumed in most cases, the County would find it more economical to include them in the County Plan rather than ERS. Therefore, the default election is to **include** the Tax Commissioner and Employees of the Tax Commissioner hired on or after July 1, 2012. Regarding Tax Commissioners and their employees hired before July 1, 2012, the Adoption Agreement has been completed to reflect your prior elections (if any) with respect to their eligibility. If no election is shown, they are included in the County plan only if not participating in ERS and excluded if they do participate in ERS. Please contact us before signing the Adoption Agreement if you wish to change this election.

3. **Section 11.07; Treatment of Qualified Military Service** – The restated Adoption Agreement includes five (5) elections to reflect federal law requirements concerning employees who return to employment following qualified military service under the Uniformed Services Employment and Reemployment Rights Act (USERRA). The default elections under Section 11.07 of the restated Adoption Agreement assume the employer desires to provide only the minimum required benefits under USERRA. The default elections are as follows: (1) if your Plan requires employee contributions, returning employees must make-up employee contributions to receive service credit for the period of military service (if your Plan does not require employee contributions, no make-up contributions are required); (2) if an employee dies during military service, he will be treated as having returned to work the day before he died for survivor benefits only and will NOT be granted credited service for the period of military service; (3) if an employee becomes disabled during military service but does not return to employment, credited service will not be granted for the period of military service; (4) if an employee becomes disabled during military service but does not return to employment, vesting credit will not be granted for the period of military service; and (5) differential wage payments (payments made by the employer to cover all or part of

the difference between employer pay and military pay) **will be** treated as Compensation for purposes of computing benefits under the Plan. Please contact us before signing the Adoption Agreement if you wish to change any of these elections to provide a greater benefit to veterans.

Reminder: If you wish to make an election other than that shown in your Adoption Agreement with respect to the above items, your restated Adoption Agreement will have to be revised before you sign it. Please contact R. Kale Hodges, Retirement Services Director, at kalehodges@gebcorp.com, or by phone at 770.952.5225 or 800.736.7166, if you have any questions about or changes to your Adoption Agreement, including the default elections described above.

ACCG

DEFINED BENEFIT PLAN
FOR LUMPKIN COUNTY EMPLOYEES

EFFECTIVE AS OF JANUARY 1, 2015

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
DEFINED BENEFIT PLAN

The Association County Commissioners of Georgia ("ACCG") sponsors a pension plan and trust ("DB Program") for adoption by its members. In 1968, ACCG entered into a contract with John Hancock Mutual Life Insurance Company to fund the DB Program with a guaranteed annuity. On September 19, 1987, the Association County Commissioners of Georgia executed the Association County Commissioners of Georgia Defined Benefit Plan and Trust (the "Plan"). Effective January 1, 1997 and January 1, 2000, the Plan was restated and a separate Trust Agreement, known as the Association County Commissioners of Georgia Defined Benefit Plan Master Trust Agreement (the "Trust Agreement") was adopted. The Plan, effective January 1, 2000, received approval from the Internal Revenue Service as a volume submitter plan and replaced and superseded all prior amendments and restatements. The Plan was again amended and restated in 2008 into the form of an individually designed plan. The Plan is intended to be a qualified governmental plan under Sections 401 and 501 of the Internal Revenue Code of 1986, as amended. The 2008 Plan is now being amended and restated into the form of this Plan. The Plan is intended to conform to state and federal provisions applicable to government qualified plans and to qualify under the provisions of the Internal Revenue Code of 1986, as amended. If the Employer adopts this Plan as a restated plan in substitution for, and in amendment of, an existing Plan, the provisions of this Plan shall apply solely to an Employee whose employment with the Employer terminates on or after its restated Effective Date. If an Employee's employment with the Employer terminates prior to the restated Effective Date, that Employee shall be entitled to benefits under the Plan as the Plan existed on the date of the Employee's Termination of Employment.

This Plan document, along with the Adoption Agreement, is intended as a model plan document for use by the Employer. Each Employer should have this Plan and its Adoption Agreement reviewed by counsel. In addition, ACCG requires that the Plan and Adoption Agreement, as adopted by the Employer, be filed with the Internal Revenue Service by the Employer for a determination letter.

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ARTICLE I: DEFINITIONS

1.01 Accrued Benefit

"Accrued Benefit" means, subject to Plan termination provisions in Article XVI of the Plan, a Participant's Normal Retirement Pension under Section 5.03 of the Plan. The Accrued Benefit shall include the value of the Participant Contribution Account, if any.

1.02 Accumulated Employee Contributions

"Accumulated Employee Contributions" means Participant contributions made pursuant to Article IV of the Plan.

1.03 Actuarial Equivalence or Actuarial Equivalent

"Actuarial Equivalence" or "Actuarial Equivalent" means a benefit of equivalent value to the normal form of benefit (as defined in Article X of the Plan) whether in the form of an annuity, a lump sum or otherwise, based on the following:

(a) the 1983 Group Annuity Mortality Table using a blend of fifty percent (50%) male and fifty percent (50%) female rates;

(b) an interest rate of seven percent (7%); and

(c) for purposes of determining amounts transferred to another qualified retirement plan other than for transfers to another Employer that has adopted the ACCG Defined Benefit Program and has agreed to accept such transfers pursuant to its Adoption Agreement or other than for transfers to another qualified retirement plan sponsored by the Employer, an interest rate of eight percent (8%).

An Employer, in its Adoption Agreement, may specify a different interest rate under (b) and (c) above that is permitted under Georgia law and federal law.

1.04 Actuary

"Actuary" means an enrolled actuary selected by the Plan Sponsor to provide actuarial services for the Plan.

1.05 Adoption Agreement

"Adoption Agreement" means the document executed by each Employer adopting this Plan. The terms of this Plan and Trust as modified by the terms of an adopting Employer's Adoption Agreement shall constitute a separate Plan and Trust to be construed as a single Plan. Each elective provision of the Adoption Agreement shall correspond by section reference to the section of the Plan that grants the election.

Each Adoption Agreement shall provide an unambiguous set of Plan provisions for a specified group of Participants.

1.06 Annuity Starting Date

"Annuity Starting Date" means the first day of the first period for which an amount is paid as an annuity or any other form of benefit; provided, however, such date shall be a date falling within sixty (60) days after a Participant has met all the requirements to receive a Normal or Late Retirement Pension, Early Retirement Pension, Deferred Vested Pension or a Disability Pension.

1.07 Average Monthly Compensation

"Average Monthly Compensation" means the arithmetic monthly average of Compensation paid to a Participant by the Employer for a specified number of consecutive months of Credited Service immediately preceding the Participant's most recent Termination of Employment. The Employer, in its Adoption Agreement shall determine the number of months of Compensation for use in the calculation and the maximum number of months of Compensation to consider. If any partial months of Credited Service are within the maximum number of months of Credited Service considered, the partial months shall be included without adjustment.

If a Participant does not have a sufficient number of consecutive months of Credited Service as specified by the Employer in its Adoption Agreement, the Average Monthly Compensation shall be based on such actual lesser number of consecutive months of Credited Service.

If a Participant (a) Terminates Employment and is later reemployed or (b) has an unpaid Leave of Absence, the consecutive months of Credited Service prior to such Termination or Leave of Absence combined with the consecutive months of Credited Service after such Termination or Leave of Absence shall be considered consecutive for the purposes of this Section.

1.08 Beneficiary

"Beneficiary" means a person designated by a Participant who is or may become entitled to a benefit under the Plan. Beneficiary designations shall be made in accordance with Section 14.01 of the Plan. A Beneficiary who becomes entitled to a benefit under the Plan shall remain a Beneficiary under the Plan until the Trustee has fully distributed his benefit to him.

1.09 Benefit Commencement Date

"Benefit Commencement Date" means, with respect to a Participant, joint annuitant, or Beneficiary (a) if the benefit is an annuity, the Annuity Starting Date, or, (b) if the Participant is permitted to and does elect, or the Plan otherwise provides, the first day of the first period for which payment of his benefit under the Plan is scheduled to commence, either as a result of the Participant’s written election or by operation of the Plan, whichever is applicable.

1.10 Break in Service

"Break in Service" means,

(a) with respect to an Employee:

(i) under the Hours of Service Method, any consecutive twelve (12) month period during which such Employee fails to complete more than five hundred (500) Hours of Service with the Employer. The consecutive twelve (12) month period shall be measured from the Employment Commencement Date or Reemployment Commencement Date and each anniversary thereof; and

(ii) under the Elapsed Time Method, a Period of Severance of twelve (12) consecutive months.

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

(c) For a Maternity or Paternity Leave, for purposes of determining when the measuring period for a Break in Service begins, the Employee shall receive additional Eligibility and Vesting Service as follows:

(i) Under the Hours of Service Method, an Employee shall be credited with the greater of:

A. the number of Hours of Service actually worked or

B. the number of Hours of Service he normally would have been credited but for the Maternity or Paternity Leave.

Provided, however, the maximum number of Hours of Service credited for purposes of this Section shall not exceed five hundred and one (501) hours. Hours of Service credited shall be applied only to the Plan Year in which the Maternity or Paternity Leave begins unless such Hours of Service are not required to prevent the Employee from incurring a Break in Service, in which event such Hours of Service shall be credited to the Employee in the immediately following year.

(ii) Under the Elapsed Time Method, the Severance from Service Date of an Employee who is absent from employment beyond the first anniversary of his first date of absence is the second anniversary of the first date of absence. The period between the first and second anniversaries is neither a Period of Service nor a Period of Severance.

(iii) No Service shall be credited due to Maternity or Paternity Leave as described in this Section unless the Employee furnishes proof satisfactory to the Employer:

A. that his absence from work was due to a Maternity or Paternity Leave, and

B. of the number of days he was absent due to the Maternity or Paternity Leave.

(iv) No Service shall be credited due to Maternity and Paternity Leave in excess of the amount of time the Employee was actually absent due to such Maternity and Paternity Leave.

(v) An Employee shall not earn Credited Service while on Maternity or Paternity Leave.

The Employer shall prescribe uniform and nondiscriminatory procedures by which to make the determinations required in this Section.

1.11 Code

"Code" means the Internal Revenue Code of 1986, as amended.

1.12 Compensation

"Compensation" means, except as otherwise provided in the Employer's Adoption Agreement, the total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the

Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year. Effective for Plan Years beginning on or after January 1, 2007, Compensation shall include payments made after severance of employment only if the payments meet the requirements of Treas. Reg. Section 1.415(c)-2(e)(3).

Compensation shall exclude that portion of an Employee's Compensation that is defined in O.C.G.A 47-23-100 which is used for purposes of mandatory participation in a State or federal retirement or pension plan pursuant to O.C.G.A. 47-23-101.

Notwithstanding the foregoing, in no event shall the Compensation of a Participant taken into account under the Plan for any Plan Year exceed:

(a) $200,000 for Plan Years beginning on or after January 1, 1989, or

(b) $150,000 for Plan Years on or after the later of

  (i) January 1, 1996 or

  (ii) the 90th day after the opening of the first legislative session that begins on or after January 1, 1996, or

(c) $200,000 for Plan Years beginning on or after January 1, 2002.

The limitations set forth in the preceding sentence shall be subject to adjustment annually as provided in Code Section 401(a)(17)(B) and Code Section 415(d); provided, however, that the dollar increase in effect on January 1 of any calendar year, if any, is effective for the Plan Year. However, the Code Section 401(a)(17) limits in this Section 1.12 shall not apply to Transition Rule Employees to the extent the application of the limitation would reduce the amount of Compensation that is allowed to be taken into account under the Plan below the amount that was allowed to be taken into account under the Plan as in effect on July 1, 1993.

1.13 Credited Service

"Credited Service" means the measurement of a Participant's Service as an Employee after the Original Effective Date of the Plan that is used to determine the Participant's Accrued Benefit. Credited Service shall not include Service while the individual is an Ineligible Employee unless otherwise specifically provided by the Employer in its Adoption Agreement.

(a) Credited Service shall be determined, as specified in each Employer's Adoption Agreement, by either the:

  (i) Elapsed Time Method or

  (ii) Hours of Service Method.

(b) An Employer may elect in its Adoption Agreement to include or exclude:

  (i) a maximum number of years of Credited Service that will be used in Pension benefit calculations,

  (ii) Credited Service, while the Employee was not eligible to become a Participant as provided in Section 2.01 of the Employer's Adoption Agreement,

  (iii) Credited Service, while the Employee did not make the required contributions to a contributory plan after becoming eligible to make such contributions,

(iv) Credited Service, prior to the Original Effective Date of the Plan as provided in Article XI,

(v) transferred, and/or additional Credited Service as provided in Article XI, or

(vi) sick leave and/or annual leave as provided in the Employer's personnel policies.

1.14 Deferred Vested Pension

"Deferred Vested Pension" means, with respect to a Participant, the benefit described in Article VIII of the Plan.

1.15 Disability or Disabled

"Disability" or "Disabled" means a disability of a Participant within the meaning of Code Section 72(m)(7) as elected by the Employer in its Adoption Agreement:

(a) if the Participant is, or would be, entitled to disability retirement benefits under the federal Social Security Act or,

(b) if the Participant is entitled to recover benefits under any long term disability plan or policy maintained by such Employer. The determination of whether or not a Disability exists shall be made by the Employer and shall be substantiated by competent medical advice and any other evidence required by the Employer.

1.16 Disability Date

"Disability Date" means the date as of which the Participant is determined to be Disabled under Section 1.15.

1.17 Disability Pension

"Disability Pension" means, with respect to a Participant, the benefit described in Article VII of the Plan.

1.18 Early Retirement Date

"Early Retirement Date" means the date the Participant becomes eligible for an Early Retirement Pension, as specified in Section 6.02 of the Employer's Adoption Agreement.

1.19 Early Retirement Pension

"Early Retirement Pension" means, with respect to a Participant, the benefit described in Article VI of the Plan.

1.20 Effective Date

"Effective Date", except as otherwise provided in the Plan, means, with respect to each Employer, the date specified in the Employer's Adoption Agreement. The "Original Effective Date" means the date the Plan was initially established by the Employer.

1.21 Elapsed Time Method

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

For the purpose of calculating Eligibility Service and Vesting Service, a Participant shall accrue one day of Service for each day in which he is credited with one Hour of Service as an

Employee of the Employer and shall accrue one Year of Service for each three hundred and sixty five (365) days. The calculations shall be subject to the Break in Service provisions.

For the purpose of calculating Credited Service, a Participant shall accrue one day of Service for each day in which he is credited with one Hour of Service as an Employee of the Employer and shall accrue one Year of Service for each three hundred and sixty five (365) days. The calculations shall not be subject to the Break in Service provisions.

If an Employer previously calculated Service under the Elapsed Time Method based on months or years rather than days, any Participant who is participating in the Plan on or before the date this restated Plan is adopted shall receive the greater of the amount of Service he would have received had Service been calculated based on months or years, as applicable, or the amount of Service he would receive if his Service is calculated based on days.

1.22 Eligibility Service

"Eligibility Service" means the measurement of an Employee's Service for purposes of determining whether the Employee is eligible for the Plan and is measured from the Participant's Employment Commencement Date or Reemployment Commencement Date and each anniversary thereof to the date an Employee first becomes a Plan Participant or becomes first eligible to participate in the Plan. Eligibility Service shall include Service while the individual is an Ineligible Employee.

Eligibility Service shall be determined, as specified in each Employer's Adoption Agreement, by either the:

(a) Elapsed Time Method or

(b) Hours of Service Method.

1.23 Employee

"Employee" means, the individuals employed by the Employer as designated in the Employer's Adoption Agreement. These employees shall be considered "Eligible Employees".

Employee shall exclude (unless otherwise provided in the Employer's Adoption Agreement):

(a) any individual classified by the Employer as an independent contractor;

(b) unless otherwise elected by the Employer in its Adoption Agreement, any individual employed by a local elected official who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System) and elects to participate in such State-sponsored plan. This exclusion does not apply to non-Employer plans established by the State of Georgia for peace officers and firefighters;

(c) tax commissioners, tax collectors, tax receivers and the employees in their offices who first or again take office or become employed on or after July 1, 2012, if they are participating in the Employees' Retirement System of Georgia by resolution of the Employer (notwithstanding any contrary election in the Employer's Adoption Agreement);

(d) any other individual employed by the Employer but not designated as an Employee in the Employer's Adoption Agreement; and

(e) any leased employee as defined in Section 414(n) of the Code. For this purpose "leased employee" means any individual who provides services to an Employer if:

(i) such services are provided pursuant to an agreement between an Employer and any other person;

(ii) such person has performed such services for an Employer (or for an Employer and related persons) on a substantially full-time basis for a period of at least one year; and

(iii) such services are performed under the primary direction or control of an Employer.

1.24 Employee Class

"Employee Class," "Employee Classes," or "Class of Employees" shall mean a group of Employees specified in the Plan Addendum who are or could be affected by one or more Plan Amendments or Adoption Agreement Amendments.

1.25 Employment Commencement Date

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

1.26 Employer

"Employer" means each county, municipality, authority or other entity that, with the consent of the Plan Sponsor, adopts this Plan by executing an Adoption Agreement.

1.27 Hour of Service

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

(a) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment, for the performance of duties during the Plan Year. The Employer shall credit Hours of Service under this paragraph (a) to the Employees for the Plan Year in which the Employee performs the duties, irrespective of when paid;

(b) Each hour for back pay, irrespective of mitigation of damages, to which the Employer has agreed or for which the Employee has received an award. The Employer shall credit Hours of Service under this paragraph (b) to the Employee for the Plan Year(s) to which the award or the agreement pertains rather than for the Plan Year in which the award, agreement or payment is made; and

(c) Each hour for which the Employer, either directly or indirectly, pays an Employee, or for which the Employee is entitled to payment (irrespective of whether the employment relationship is terminated), for reasons other than for the performance of duties during a Plan Year, such as leave of absence, vacation, holiday, sick leave, illness, incapacity (including disability), layoff, jury duty, or military duty, provided:

(i) An Employer shall not credit more than five hundred one (501) Hours of Service under this paragraph (c) to an Employee on account of any single continuous period during which the Employee does not perform any duties as an Employee (whether or not such period occurs during a single Plan Year);

(ii) An hour for which an Employee is directly or indirectly paid, or entitled to payment, on account of a period during which he performs no duties as an Employee shall not be credited as an Hour of Service if such payment is made or due under a plan maintained solely to comply with applicable

workers' compensation, unemployment compensation, or disability insurance laws;

(iii) Hours of Service shall not be credited to an Employee for a payment that solely reimburses such Employee for medical or medically related expenses incurred by him.

(d) Each hour for which the Employee is required to be granted leave under USERRA;

(e) An Employer shall not credit an Hour of Service under more than one (1) of the above paragraphs (a), (b), (c) or (d). If the Service counted under this Section 1.27 can be counted under more than one of these paragraphs, the rule crediting the greatest number of Hours of Service shall apply. The Employer shall resolve any ambiguity with respect to the crediting of an Hour of Service in favor of the Employee.

(f) The Employer shall credit Hours of Service under this Section 1.27 in accordance with Department of Labor Regulation Section 2530.200b-2(b) and (c), 29 CFR Part 2530, as amended, which the Plan, by this reference, specifically incorporates in full, or such other federal regulations as may from time to time be applicable.

1.28 Hours of Service Method

"Hours of Service Method" means a method for computing Service by reference to the number of Hours of Service performed by the Employee in a consecutive twelve (12) month period or any permitted equivalency. Any computations or calculations using the Hours of Service Method shall be subject to the Break in Service provisions.

1.29 Inactive Participant

"Inactive Participant" means a Participant who is no longer receiving Credited Service under the Plan but has not yet received his or her entire Nonforfeitable Accrued Benefit due (if any) under the Plan.

1.30 Ineligible Employee

"Ineligible Employee" means an individual who is excluded from eligibility to participate in the Plan as provided under the exclusions listed in subsections (a) through (f) in the Section 1.23 (Definition of Employee).

1.31 Late Retirement Date

"Late Retirement Date" means the date the Participant actually Retires from employment with the Employer after his Normal Retirement Date.

1.32 Leave of Absence

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

(a) Military Leave

Employees who leave the service of an Employer, voluntarily or involuntarily, to enter the Armed Forces of the United States and the Employee is legally entitled to certain rights under USERRA.

(b) FMLA Leave

Employees who leave the service of the Employer under the provisions of the Family and Medical Leave Act of 1993 ("FMLA") provided that the Employee returns to active employment within the time required under the FMLA.

(c) Other Leave

Employees who leave the service of the Employee under such other circumstances as the Employer shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

1.33 Limitation Year

"Limitation Year" means the calendar year.

1.34 Maternity or Paternity Leave

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

1.35 Nonforfeitable

"Nonforfeitable" means a Participant's or Beneficiary's unconditional claim, legally enforceable against the Plan, to the Participant's Accrued Benefit. If a Participant is one hundred percent (100%) vested in any benefit under the Plan, such benefit is considered Nonforfeitable.

1.36 Nontransferable Annuity

"Nontransferable Annuity" means an annuity, which by its terms provides that it may not be sold, assigned, discounted, pledged as collateral for a loan or security for the performance of an obligation or for any purpose to any person other than the annuity provider. If the Trustee distributes an annuity contract, the contract must be a Nontransferable Annuity.

1.37 Normal Retirement Date

"Normal Retirement Date" means, the date the Participant becomes eligible for a Normal Retirement Pension as specified in Section 5.02 of the Employer's Adoption Agreement.

1.38 Normal Retirement Pension

"Normal Retirement Pension" means, with respect to a Participant, the benefit described in Article V of the Plan.

1.39 Participant

"Participant" means an Employee who is eligible to be and is actively participating in the Plan in accordance with the provisions of Article II of the Plan. An Employee who becomes a Participant shall remain an active or Inactive Participant under the Plan until the Trustee has fully distributed his Nonforfeitable Accrued Benefit to him.

1.40 Participation Commencement Date

"Participation Commencement Date" means the date a Participant first commences participation under the Plan.

1.41 Participant Contribution Account

"Participant Contribution Account" means the account and subaccounts thereunder established by the Third Party Administrator to reflect Accumulated Employee Contributions

made by the Participant to the Trust, if any, plus interest credited thereon as required under the Plan. In addition to any other accounts the Third Party Administrator shall establish, the Third Party Administrator shall establish separate accounts (each of which shall be adjusted pursuant to the Plan to reflect income, gains, losses, and other credits or charges attributable thereto) for each Participant to be designated as follows:

(a) "Payroll Deduction Contribution Account" which shall reflect a Participant's interest in after-tax contributions made by the Participant under Section 4.01 of the Plan.

(b) "Other Contribution Account" which shall reflect a Participant's interest in other contributions made under Section 4.02 of the Plan; and

(c) "Employer Pick-Up Contribution Account" which shall reflect a Participant's interest in the Employer pick-up contributions made under Section 4.06 of the Plan.

1.42 Period of Service

"Period of Service" means, for purposes of the Elapsed Time Method of counting Service, the Employee's period of employment with the Employer commencing with the Employment Commencement Date or the Reemployment Commencement Date, whichever is applicable, and ending on the Employee's Severance from Service Date.

1.43 Period of Severance

"Period of Severance" means, for purposes of the Elapsed Time Method of counting Service, a continuous period of time during which the Employee is not employed by the Employer, commencing on the Employee's Severance from Service Date and ending on the Employee's Reemployment Commencement Date.

1.44 Plan

"Plan" means the plan as set forth in this document, including the Adoption Agreement under which an Employer has adopted the Plan. An Employer shall designate the name of the Plan in the Adoption Agreement. The Trustee shall administer and maintain the Plan of each adopting Employer as a separate Plan and independent from the plan of any other Employer adopting this Plan. All section references within the Plan are Plan section references unless the context clearly indicates otherwise.

1.45 Plan Administrator

"Plan Administrator" means the Employer or, if applicable, the "Plan Administrator" as defined in Code Section 414(g). The Plan Administrator may delegate his duties under the Plan to the Trustees, as provided under a separate written agreement with the Trustees.

1.46 Plan Entry Date

"Plan Entry Date" means the date designated in the Employer's Adoption Agreement as the Employee's Participation Commencement Date after satisfying the Plan eligibility requirements as specified in Article II of the Plan and the Adoption Agreement.

1.47 Plan Sponsor

"Plan Sponsor" means the Association County Commissioners of Georgia or ACCG.

1.48 Plan Year

"Plan Year" means the calendar year.

1.49 Reemployment Commencement Date

"Reemployment Commencement Date" means the first date on which the Employee performs an Hour of Service that is required to be taken into account for Eligibility, Vesting or Credited Service, following a Break in Service or Period of Severance.

1.50 Retire or Retirement

"Retire" or "Retirement" means Termination of Employment with the Employer on or after the Participant's Early, Normal or Late Retirement Date and the Benefit Commencement Date under the Plan is within sixty (60) days of such Termination of Employment.

1.51 Service

"Service" means any period of time the Employee is in the employ of the Employer, including any period the Employee is on a Leave of Absence authorized by the Employer up to one (1) year, unless a longer period is required by law to be counted as Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, Vesting, Eligibility and Credited Service with respect to qualified military service will be provided in accordance with USERRA and Code Section 414(u) and with respect to FMLA Leave will be provided in accordance with the Family and Medical Leave Act of 1993.

1.52 Severance from Service Date

"Severance from Service Date" means the earlier of the date the Employee (a) Terminates Employment or (b) the first anniversary of the first day of absence for any other reason.

1.53 Spouse or Surviving Spouse

"Spouse' or "Surviving Spouse" means the person to whom the Participant is legally married under the laws of the State of Georgia, except that, effective as of June 26, 2013, for purposes of Sections 10.04 (minimum distribution rules) and 10.08 (rollovers) of the Plan ONLY, the term "Spouse" or "Surviving Spouse" shall include the person to whom the Participant is legally married under the laws of the jurisdiction in which the marriage was performed (including same-sex individuals). "Spouse" or "Surviving Spouse" shall not include domestic partners or other similar relationships that are not denominated as marriage.

1.54 Termination of Employment

"Termination of Employment", "Terminate Employment", "Termination", or "Terminated" means a severance of employment with the Employer, including Retirement, resignation, discharge, and death except as otherwise provided by the Employer as a Leave of Absence or any other leave of absence regulated by federal or state law. Unless otherwise provided by law, if an Employee on a Leave of Absence fails to return to active employment upon expiration of the Leave of Absence, the Employee will be considered Terminated as of the last day worked immediately preceding the Leave of Absence.

1.55 Third Party Administrator

"Third Party Administrator" means the entity selected by the Trustees to administer the Plan.

1.56 Transition Rule Employees

"Transition Rule Employees" means an individual who first became a Participant in the Plan prior to the first day of the first Plan Year beginning after the earlier of (a) the last day of the Plan Year by which a Plan amendment to reflect the amendments made by section 13212 of the Omnibus Budget Reconciliation Act of 1993 (OBRA '93) was both adopted and effective; or (b) December 31, 1995.

1.57 Trust

"Trust" means the Association County Commissioners of Georgia Defined Benefit Plan Master Trust Agreement.

1.58 Trust Fund

"Trust Fund" means all property of every kind held or acquired by the Trustee under the Trust.

1.59 Trustee

"Trustee", "Trustees" or "Board of Trustees" means the persons appointed as Trustees by the Association County Commissioners of Georgia Board of Managers pursuant to the Association County Commissioners of Georgia Defined Benefit Plan Master Trust Agreement.

1.60 USERRA

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

1.61 Vesting Service

"Vesting Service" means the measurement of a Participant's Service that is used to determine the Participant's Nonforfeitable Accrued Benefit, and if the Participant meets Service related requirements for all other benefits provided in the Plan. Vesting Service shall include Service while the individual is an Ineligible Employee.

Vesting Service shall be measured from the Participant's Employment Commencement Date or Reemployment Commencement Date and each anniversary thereof.

(a) Vesting Service shall be determined, as specified in each Employer's Adoption Agreement, by either the:

  (i) Elapsed Time Method or

  (ii) Hours of Service Method.

(b) An Employer may elect in its Adoption Agreement to include or exclude:

  (i) Vesting Service before the Original Effective Date of the Plan, or

  (ii) sick leave and/or annual leave in accordance with the Employer's personnel policies.

ARTICLE II: EMPLOYEE PARTICIPATION

2.01 Participation Eligibility.

Each Employee, other than an Employee described in (a) below, shall become a Participant in the Plan on the Plan Entry Date (if actively employed on that date) coincident with or immediately following the date on which he meets the eligibility conditions selected by the Employer in its Adoption Agreement. Each Employee who was an active Participant in the Plan on the day before the Effective Date of any Plan restatement or any Plan amendment shall continue as a Participant in the Plan.

(a) An Employee who is on the staff of an elected official and who is eligible to elect to participate in a retirement system sponsored by the State of Georgia (such as the Employee's Retirement System) shall be excluded from participation in this Plan if he or she elects to participate in such State-sponsored plan. Such exclusion shall apply from and after the Employee's Employment Commencement Date. Any participation in this Plan that may have occurred prior to the date the Employee made his or her election to participate in the State-sponsored Plan, may be terminated retroactively to the Employee's first day of participation in this Plan, and all Employee contributions made to this Plan (if any) shall be refunded.

Excluded Employees identified in Section 1.23 of the Plan or in the Employer's Adoption Agreement shall not be eligible to become a Participant in the Plan.

2.02 Participation Upon Reemployment.

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

(a) If the Employee was a Participant, he shall reenter the Plan as a Participant on his Reemployment Commencement Date.

(b) If the Employee had satisfied the Plan's eligibility conditions but had not become a Participant, he shall become a Participant on the next Plan Entry Date after his Reemployment Commencement Date.

(c) If the Employee had not satisfied the Plan's eligibility conditions, he shall receive all previous Eligibility Service and shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.

2.03 Participation Upon Change in Employee Status.

If an Employee is actively employed with the Employer and has a change in employment status, the period of Service when the Employee was an Ineligible Employee shall be included in determining Eligibility Service and Vesting Service but shall not be included in determining Credited Service.

(a) If the Employee had not previously satisfied the Plan's eligibility conditions, he shall become a Participant on the Plan Entry Date coincident with or immediately following his satisfying the Plan's eligibility conditions.

(b) If, during one or more previous periods of Service in which he was an Employee, the Employee had previously satisfied the Plan's eligibility conditions but had not

become a Participant, he shall become a Participant on the next Plan Entry Date coincident with or immediately after his most recent change in employment status.

(c) If, during one or more previous periods of Service in which he was an Employee, the Employee was a Participant, he shall reenter the Plan as a Participant on date of his change in employment status.

(d) If, during one or more previous periods of Service in which he was an Employee, the Employee was a Participant but did not have a Nonforfeitable Accrued Benefit and he subsequently becomes an Ineligible Employee, the period of Service when he is an Ineligible Employee shall be applied as Vesting Service only when the person subsequently becomes an Employee.

(e) If, during one or more previous periods of Service in which he was an Employee, the Employee was a Participant and had a Nonforfeitable Accrued Benefit and he subsequently becomes an Ineligible Employee, the period of Service when he is an Ineligible Employee shall be applied as Vesting Service.

Under no circumstances shall a person who is not an Employee, as defined by the Adoption Agreement, become a Participant unless he is an Employee on the Plan Entry Date.

ARTICLE III: EMPLOYER CONTRIBUTIONS

3.01 Amount.

Unless otherwise provided in Article IV of its Adoption Agreement, the Employer alone shall make the contributions required to fund the cost of the benefits provided to its Employees by this Plan. The Employer will make such contributions as are necessary to fund the Plan in accordance with the policies of the Trustees, the minimum funding standards of the Code and all applicable minimum funding standards under Georgia law. Each contribution is contingent upon the maintenance of qualified status by the Plan for the year with respect to which such contribution is made.

3.02 Determination of Contribution.

The Employer, from its records and the reports of the Trustees and Third Party Administrator, shall determine the amount of any contribution to be made by it to the Trust under the terms of the Plan. In this regard, the Employer may place full reliance upon all reports, opinions, tables, valuations, and certificates the Trustees and Third Party Administrator furnish to the Employer.

3.03 Time of Payment of Contribution.

Unless otherwise provided in the Employer's Adoption Agreement, the Employer shall pay its contribution for each Plan Year in one (1) annual payment. The Employer must make its contribution to the Trustees no later than March 31 of the year following the Plan Year for which the contribution was required or thirty (30) days after the Trustees or Third Party Administrator notify the Employer of its contribution obligation.

ARTICLE IV: PARTICIPANT CONTRIBUTIONS

4.01 Participant Payroll Deduction Contributions.

The Employer may elect in its Adoption Agreement to permit or require an Employee to become a Participant by making after-tax contributions by payroll deduction to the Trust. If so permitted or required, the Employer's Adoption Agreement shall specify the percentage of Compensation to be contributed by each Participant.

If an Employee is permitted to become a Participant, the Employee must elect in writing to become a Participant and begin making contributions. Once an Employee elects to become a Participant, the Employee shall remain a Participant until no longer eligible to be a Participant. If an Employee does not elect to become a Participant, the Employee shall not be entitled to any benefits under the Plan.

The Third Party Administrator shall allocate and credit a payroll deduction contribution made for a particular Plan Year to the Participant's Payroll Deduction Contribution Account as soon as administratively possible. The Plan Administrator may establish whatever procedures it deems necessary to facilitate Participant payroll deduction contributions.

4.02 Other Participant Contributions.

If the Employer elects in its Adoption Agreement to allow Participants to purchase transferred, past or additional Service in accordance with Article XI of the Plan, the Participant may make after-tax or pre-tax contributions to purchase such Service. For the purchase of such Service, the Plan may accept payment directly from the Participant or through a plan-to-plan transfer from any other qualified retirement plan, Section 401(k) plan, Section 457 plan or a Section 403(b) tax sheltered annuity.

4.03 Participant Contribution Forfeitability.

The Participant shall be one hundred percent (100%) vested at all times in his Participant Contribution Accounts. The Trustee shall distribute these Accounts at the same time and in the same manner as it distributes the Participant's Accrued Benefit.

4.04 Allocation of Contributions.

To the extent appropriate, the Third Party Administrator shall establish and maintain the Participant Contribution Accounts. Each Participant Contribution Account shall be credited with contributions, rollovers, transfers and earnings allocated to such Account and debited with distributions made during the Plan Year.

4.05 Participant Direction of Investments.

A Participant shall not have the right to direct the Trustee with respect to the investment or re-investment of the assets comprising the Participant Contribution Account.

4.06 Employer Pick-Up Contributions.

If an Employer elects the application of this Section 4.06 in its Adoption Agreement, it shall contribute to the Plan, as of each payroll period on behalf of and to the credit of each Participant, the amount of the required Participant contribution, as a percentage of Compensation, as specified in the Adoption Agreement. The contributions are mandatory and no Participant shall be entitled under any circumstances to receive such contributions in cash in lieu of having them contributed to the Trust by the Employer in accordance with the preceding sentence. Such contributions shall be made pursuant to Section 414(h) of the Code and shall be treated as Employer contributions in determining their federal income tax

treatment under the Code. Contributions made by the Employer on behalf of Plan Participants shall be included in the Compensation of such individuals when determining their Accrued Benefits and except as otherwise provided above, such contributions shall be Participant contributions and 100% vested for all purposes under the Plan.

4.07 Earnings on Accumulated Employee Contributions.

Unless otherwise elected in the Adoption Agreement, the Accumulated Employee Contributions described in this Article of the Plan will be credited with interest at the rate of five percent (5%) compounded annually. Interest begins on the first day of the first month of the Plan Year immediately after the Plan Year for which such contributions are credited and ends on the last day of the month immediately preceding:

(a) the month in which the Participant withdraws his Participant Contribution Account from the Plan or

(b) the Participant's Benefit Commencement Date.

4.08 Refund of Participant Contribution Account.

A Participant or Beneficiary shall receive a refund or withdrawal of his Participant Contribution Account if:

(a) the Participant Terminates Employment and, at the time of such Termination, does not have sufficient Vesting Service to qualify for a Nonforfeitable Accrued Benefit in accordance with the Vesting Schedule specified in Section 8.05(b) of the Adoption Agreement, or

(b) the Participant or Beneficiary is receiving benefits under the Plan and dies before receiving Pension benefit payments in an amount equal to or greater than the Participant Contribution Account, and no additional Pension benefits are due, then the Beneficiary (or estate, if no Beneficiary) shall receive the amount remaining in the Participant Contribution Account, or

(c) the Participant Terminates Employment and, at the time of such Termination, requests the refund of his Participant Contribution Account in lieu of retaining an Accrued Benefit, or

(d) the Participant dies before receiving any benefits under the Plan and the value of the death benefit payable to the Beneficiary is equal to or less than the Participant Contribution Account, then the Beneficiary (or estate, if no Beneficiary) shall receive the amount remaining in the Participant Contribution Account and no additional death benefits will be paid, or

(e) an individual has been determined to be an Excluded Employee and is ineligible to be a Participant in the Plan.

Distribution of the Participant Contribution Account shall be made only in a lump sum and for no less than 100% of the Participant Contribution Account including earnings as specified in Section 4.07. Upon distribution of the Participant Contribution Account, the Participant or Beneficiary shall have no Accrued Benefit under the Plan, except as otherwise provided in Section 4.09 of the Plan.

4.09 Repayment of Participant Contribution Account.

(a) Restoration of Service

A Participant who is reemployed with the Employer after receiving a refund of his Participant Contribution Account:

(i) shall have his Eligibility and Vesting Service restored in accordance with Section 11.02 of the Plan, and

(ii) shall have his Credited Service and any previous Accrued Benefits restored by repaying the Trustee the entire amount distributed under Section 4.08 plus interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of the previously refunded Participant Contribution Account and shall end on the last day of the month preceding such repayment.

(b) Repayment Requirements

Unless otherwise provided in the Employer's Adoption Agreement, the Participant shall not:

(i) repay the Participant Contribution Account and interest later than sixty (60) days after the Participant's Reemployment Commencement Date and

(ii) repay less than 100% of the previously refunded Participant Contribution Account plus interest.

A. Upon 100% repayment, the Participant will have his Accumulated Employee Contributions restored to their original contribution date(s) along with the applicable Credited Service.

B. Upon less than 100% repayment, the Participant shall have a prorated amount of his Accumulated Employee Contributions restored to their original contribution date(s) beginning with the most recent contribution dates along with the applicable prorated Credited Service.

The Plan may accept any such repayment directly from the Participant or through a plan-to-plan transfer from any other qualified retirement plan, Section 401(k) plan, Section 457 plan or a Section 403(b) tax sheltered annuity.

ARTICLE V: NORMAL AND LATE RETIREMENT PENSION

5.01 Offering of Normal or Late Retirement Pension.

A Participant who satisfies the eligibility criteria specified in Section 5.02 of the Employer's Adoption Agreement and who Retires on his Normal Retirement Date shall receive a Normal Retirement Pension. A Participant who remains an Employee after his Normal Retirement Date and who subsequently Retires shall receive a Late Retirement Pension.

5.02 Eligibility for Normal and Late Retirement Pension.

The Employer's Adoption Agreement shall specify the following eligibility criteria:

(a) The minimum age, if any, for a Participant to be eligible for a Normal or Late Retirement Pension up to a maximum sixty-five (65) years of age,

(b) The minimum years of Vesting Service, if any, required to be completed to be eligible for a Normal or Late Retirement Pension,

In no event shall the eligibility criteria elected by the Employer in its Adoption Agreement create a Normal Retirement Date later than the date a Participant attains seventy (70) years of age.

5.03 Amount of Normal or Late Retirement Pension.

Subject to the Maximum Permissible Dollar Limitations in Section 12.11 of the Plan and to the form of benefit, a Participant's Normal or Late Retirement Pension shall equal his Nonforfeitable Accrued Benefit or the Actuarial Equivalent of his Nonforfeitable Accrued Benefit as determined by the Employer as of his Normal or Late Retirement Date.

The formula specified by the Employer in the Adoption Agreement shall be used to calculate the Normal or Late Retirement Pension in the normal form of benefit as elected by the Employer in Section 10.01 of the Adoption Agreement.

5.04 Computation and Payment of Normal or Late Retirement Pension.

(a) Computations

The Normal or Late Retirement Pension shall be computed by the Third Party Administrator in the form of benefit selected by the Participant. A Participant shall select the form of benefit for his Normal or Late Retirement Pension as either the normal form as elected by the Employer in Section 10.01 of its Adoption Agreement or any eligible optional form as elected by the Employer in Section 10.02 of its Adoption Agreement. If no optional form of benefit is selected by the Participant, the Pension benefit shall be paid in the normal form.

(b) Payments

Payments shall be in accordance with Article X of the Plan.

Payments shall begin no earlier than his Normal Retirement Date and begin no later than the date specified in Section 10.04(b) of the Plan. Between the dates a Participant is first eligible to receive his Normal or Late Retirement Pension and the Mandatory Commencement of Benefits date specified in Section 10.04(b), a Participant must apply for benefits to commence; provided, however, the Participant's Benefit Commencement Date shall be the first day of the month coincident with or next following the Participant's Termination of Employment following his Normal, or Late Retirement Date. If the Participant's Normal or Late

Retirement Pension commences later than the Benefit Commencement Date, the Participant shall be entitled to retroactive payments, without interest, for all amounts that would have been paid from and after the Benefit Commencement Date.

Payments for an annuity form of benefit shall continue until the last scheduled payment coincident with or immediately preceding the date of the Participant's death or, if applicable, the date of his survivor's death.

(c) Involuntary Lump Sum Payment of Normal or Late Retirement Pension

Notwithstanding the provisions of paragraphs (a) and (b), if elected by the Employer in its Adoption Agreement, a lump sum payment shall be made for a Normal or Late Retirement Pension to Participants, without the Participant's consent, if the lump sum Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit is less than or equal to $1,000 or such other higher amount as the Trustees may approve from time to time.

However, effective as of January 1, 2006, if the mandatory distribution is greater than $1,000, and the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan, specified by the Participant in a direct rollover or to receive the distribution directly, then the Third Party Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Third Party Administrator.

If such a lump sum payment is made or transferred to an Individual Retirement Account or an Eligible Retirement Plan, the Participant's Nonforfeitable Accrued Benefit shall be disregarded and he shall not be entitled to any other Pension benefits under the Plan.

5.05 Late Retirement.

Except as provided in Sections 10.05 and 10.06, a Participant shall receive Credited Service for Service completed after his Normal Retirement Date, until his subsequent Termination of Employment.

ARTICLE VI: EARLY RETIREMENT PENSION

6.01 Offering of Early Retirement Pension.

The Employer shall elect in its Adoption Agreement whether to offer an Early Retirement Pension. If the Employer elects to offer an Early Retirement Pension, a Participant who satisfies the eligibility criteria specified in Section 6.02 of its Adoption Agreement and who Retires on or after his Early Retirement Date but before his Normal Retirement Date shall receive an Early Retirement Pension.

6.02 Eligibility for Early Retirement Pension.

If the Employer elects to provide an Early Retirement Pension, its Adoption Agreement shall specify the following eligibility criteria:

(a) The minimum age, if any, for a Participant to be eligible for an Early Retirement Pension,

(b) The minimum years of Vesting Service, if any, required to be completed to be eligible for an Early Retirement Pension,

(c) The minimum age and years of Vesting Service combined (expressed as a single cumulative number), if any, required to be completed to be eligible for an Early Retirement Pension,

The Employer may elect to provide for more than one method of determining Participant eligibility under (a), (b) and (c).

If a Participant must satisfy a minimum age and Vesting Service requirement for an Early Retirement Pension, a Participant who has a Termination of Employment after satisfying the Vesting Service requirement but not the minimum age requirement may elect to receive an Early Retirement Pension upon satisfying the minimum age requirement.

6.03 Amount of Early Retirement Pension.

Subject to the Maximum Permissible Dollar Limitations of Section 12.11 of the Plan, if the Employer elects to provide an Early Retirement Pension, it shall equal the Participant's Nonforfeitable Accrued Benefit or the Actuarial Equivalent of his Nonforfeitable Accrued Benefit as of his Early Retirement Date.

The formula specified by the Employer in Section 5.03 of the Adoption Agreement shall be used to calculate the Early Retirement Pension in the normal form of benefit as elected by the Employer in Section 10.01 of the Adoption Agreement.

The Early Retirement Pension shall be adjusted by any reductions elected by the Employer in its Adoption Agreement for a reduced Early Retirement Pension when the Participant's Benefit Commencement Date is prior to his Normal Retirement Date.

6.04 Computation and Payment of Early Retirement Pension.

(a) Computations

The Early Retirement Pension shall be computed by the Third Party Administrator in the form of benefit selected by the Participant. A Participant shall select the form of benefit for his Early Retirement Pension as either the normal form as elected by the Employer in Section 10.01 of its Adoption Agreement or any eligible optional form as elected by the Employer in Section 10.02 of its Adoption Agreement. If no

optional form of benefit is selected by the Participant, the Pension benefit shall be paid in the normal form.

(b) Payments

Payments shall be in accordance with Article X of the Plan.

Payments shall begin no earlier than his Early Retirement Date and begin no later than the date specified in Section 10.04(b) of the Plan. Between the dates a Participant is first eligible to receive his Early Retirement Pension and the Mandatory Commencement of Benefits date specified in Section 10.04(b), a Participant must apply for benefits to commence; provided, however, the Participant's Benefit Commencement Date shall be the first day of the month coincident with or next following the Participant's Normal Retirement Date. If the Participant's Pension commences later than the Benefit Commencement Date, the Participant shall be entitled to retroactive payments, without interest, for all amounts that would have been paid from and after the Benefit Commencement Date.

(c) Voluntary Lump Sum Payment of Deferred Vested Pension

Notwithstanding the provisions of paragraphs (a) and (b), if elected by the Employer in its Adoption Agreement, a lump sum payment shall be made for a Deferred Vested Pension to Participants, at any time on or after the Participant's Termination of Employment with the Participant's consent, if the lump sum Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit is less than $10,000 or such other higher amount as the Trustees may approve from time to time.

If such a lump sum payment is made or transferred to an Individual Retirement Account or an Eligible Retirement Plan, the Participant's Nonforfeitable Accrued Benefit shall be disregarded and he shall not be entitled to any other Pension benefits under the Plan.

6.05 Limited Offering of Early Retirement Pension Under Alternative Eligibility Requirements.

The Employer may provide for different eligibility requirements for an Early Retirement Pension as part of a bona fide retirement incentive program. The Employer must receive approval from the Trustees and may be required to provide the Trustees with a legal opinion that such retirement incentive program, as designed and implemented, will not jeopardize the qualified status of the Plan.

Changes in eligibility requirements granted under this Section shall be evidenced in writing in an amendment to the Plan in accordance with the provisions of Article XVI.

ARTICLE VII: DISABILITY PENSION

7.01 Offering of Disability Pension.

The Employer shall elect in its Adoption Agreement whether to offer a Disability Pension. If the Employer elects to offer a Disability Pension, a Participant who, prior to satisfying the requirements for a Normal Retirement Pension, becomes Disabled and who satisfies the eligibility criteria established in Section 7.02 of the Employer's Adoption Agreement shall receive a Disability Pension.

7.02 Eligibility for Disability Pension.

If the Employer elects to provide a Disability Pension, its Adoption Agreement shall specify the following eligibility criteria:

(a) The minimum age, if any, for a Participant to become eligible for a Disability Pension.

(b) The minimum years of Vesting Service, if any, required to be completed to become eligible for a Disability Pension.

(c) The minimum age and years of Vesting Service combined (expressed as a single cumulative number), if any, required to be completed to become eligible for a Disability Pension.

The Employer may elect to provide for more than one method of determining Participant eligibility under paragraphs (a), (b) and (c).

A Participant shall become eligible for a Disability Pension only if he is an Employee on his Disability Date.

7.03 Amount of Disability Pension.

Subject to the Maximum Permissible Dollar Limitations of Section 12.11 of the Plan, if the Employer elects to provide a Disability Pension, its Adoption Agreement shall establish the amount of a Participant's Disability Pension either:

(a) as a percentage of his Nonforfeitable Accrued Benefit or the Actuarial Equivalent of his Nonforfeitable Accrued Benefit as of his Disability Date or

(b) as a percentage of his Average Monthly Compensation determined as of his Disability Date.

7.04 Computation and Payment of Disability Pension.

(a) Benefit Commencement Date

The Employer shall elect in its Adoption Agreement the Benefit Commencement Date, provided however, it shall be no earlier than:

(i) the first day of the month coincident with or next following the Participant's termination of employment; or

(ii) the first day of the month coincident with or next following the effective date of the first payment associated with the program, plan, or policy elected by the Employer in Section 1.16 of the Employer's Adoption Agreement to determine a Participant's eligibility for a Disability Pension.

(b) Computations

The Disability Pension shall be computed by the Third Party Administrator in the normal form of benefit as elected by the Employer in Section 10.01 of its Adoption Agreement

(c) Payments

(i) Shall be in accordance with Article X of the Plan.

(ii) Payments in the annuity form of benefit shall continue until earlier of:

A. the date the Participant is no longer Disabled,

B. the Participant's Normal Retirement Date, or

C. the date of the Participant's death.

If the payments continue until the Participant's Normal Retirement Date, the Participant shall thereafter begin receiving a Normal Retirement Pension in accordance with the provisions of Article V.

7.05 Recovery from Disability.

If a Participant recovers from Disability and is reemployed as an Employee under the Plan, the Participant's Credited Service shall be restored up to the Benefit Commencement Date of his Disability Pension. The Participant then shall commence to accrue benefits under the Plan based upon his Credited Service before the Benefit Commencement Date of his Disability Pension and after his Reemployment Commencement Date.

7.06 Continuing Evidence of Total Disability.

The Plan Administrator may require a Participant to submit evidence of his continued eligibility for a Disability Pension at any time he is receiving a Disability Pension. The Plan Administrator may not require furnishing of such evidence more frequently than semi-annually. In the event that a Disabled Participant refuses or fails to submit evidence of his continued Disability when requested by the Plan Administrator, the Trustee, upon written notice from the Plan Administrator, shall discontinue the Disabled Participant's Disability Pension until the Participant does submit satisfactory evidence of his continued total Disability.

ARTICLE VIII: DEFERRED VESTED PENSION

8.01 Offering of Deferred Vested Pension.

A Participant who meets the eligibility criteria specified in Section 8.02 shall receive a Deferred Vested Pension.

8.02 Eligibility for Deferred Vested Pension.

A Participant is eligible to receive a Deferred Vested Pension if he meets the following criteria:

(a) Has completed the minimum amount of Vesting Service specified in Section 8.05 of the Employer's Adoption Agreement and

(b) Has Terminated Employment but does not Retire upon such Termination of Employment.

8.03 Amount of Deferred Vested Pension.

The Participant's Deferred Vested Pension shall equal his Nonforfeitable Accrued Benefit as of the date of his Termination of Employment.

8.04 Computation and Payment of Deferred Vested Pension.

(a) Computations

The Deferred Vested Pension shall be computed by the Third Party Administrator in the form of benefit selected by the Participant. A Participant shall select the form of benefit for his Deferred Vested Pension as either the normal form as elected by the Employer in Section 10.01 of its Adoption Agreement or any eligible optional form as elected by the Employer in Section 10.02 of its Adoption Agreement. If no optional form of benefit is selected by the Participant, the Pension benefit shall be paid in the normal form.

(b) Payments

Payments shall be in accordance with Article X of the Plan.

Payments shall begin no earlier than the Participant's Early Retirement Date and begin no later than the date specified in Section 10.04(b) of the Plan. Between the dates a Participant is first eligible to receive his Early Retirement Pension and the Mandatory Commencement of Benefits date specified in Section 10.04(b), a Participant must apply for benefits to commence; provided however, the Participant's Benefit Commencement Date shall be the first day of the month coincident with or next following the Participant's Normal Retirement Date. If the Participant's Pension commences later than the Benefit Commencement Date, the Participant shall be entitled to retroactive payments, without interest, for all amounts that would have been paid from and after the Benefit Commencement Date.

Payments for an annuity form of benefit shall continue until the last scheduled payment coincident with or immediately preceding the date of the Participant's death or, if applicable, the date of his survivor's death.

(c) Voluntary Lump Sum Payment of Deferred Vested Pension

Notwithstanding the provisions of paragraphs (a) and (b), if elected by the Employer in its Adoption Agreement, a lump sum payment shall be made for a Deferred Vested

Pension to Participants, at any time on or after the Participant's Termination of Employment with the Participant's consent, if the lump sum Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit is less than $10,000 or such other higher amount as the Trustees may approve from time to time.

If such a lump sum payment is made or transferred to an Individual Retirement Account or an Eligible Retirement Plan, the Participant's Nonforfeitable Accrued Benefit shall be disregarded and he shall not be entitled to any other Pension benefits under the Plan.

(d) Involuntary Lump Sum Payment of Deferred Vested Pension

Notwithstanding the provisions of paragraphs (a), (b) and (c), if elected by the Employer in its Adoption Agreement, a lump sum payment shall be made for a Deferred Vested Pension to Participants, at any time on or after the Participant's Termination of Employment and without the Participant's consent, if the lump sum Actuarial Equivalent of the Participant's Nonforfeitable Accrued Benefit is less than or equal to $1,000 or such other higher amount as the Trustees may approve from time to time.

However, effective as of January 1, 2006, if the mandatory distribution is greater than $1,000, and the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan, specified by the Participant in a direct rollover or to receive the distribution directly, then the Third Party Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Third Party Administrator.

If such a lump sum payment is made or transferred to an Individual Retirement Account or an Eligible Retirement Plan, the Participant's Nonforfeitable Accrued Benefit shall be disregarded and he shall not be entitled to any other Pension benefits under the Plan.

8.05 Vesting Schedule.

A Participant's Accrued Benefit derived from Employer contributions shall be one hundred percent (100%) Nonforfeitable:

(a) on and after his Normal Retirement Date (if employed on or after that date),

(b) if his employment Terminates as a result of death or Disability, or,

(c) if there is a complete or partial termination of the Plan, or a complete discontinuance of contributions, but in either situation only to the extent the benefits are funded.

For all other Participant's than those applicable above, a Participant shall receive a Nonforfeitable percentage of his Accrued Benefit derived from Employer contributions equal to the percentage of completed Vesting Service designated in the Employer's Adoption Agreement.

ARTICLE IX: DEATH BENEFITS

9.01 Pre-Retirement Death Benefit.

If a Participant dies while an Employee of the Employer, and has a designated Beneficiary, his Beneficiary may receive one or more of the death benefits specified below, as elected by the Employer in its Adoption Agreement.

(a) Lump Sum Benefit

(i) A benefit payable in a lump sum equal to either:

A. a percentage of the Participant's Average Monthly Compensation, or

B. a multiple of the estimated monthly amount of the Participant's Normal Retirement Pension. For the purposes of this paragraph B, the "estimated monthly amount of the Participant's Normal Retirement Pension" shall be based on the Average Monthly Compensation and the Credited Service projected to the Participant's Normal Retirement Date (or date of death if later) assuming continuous employment with the Employer until such Date.

C. For the purposes of Paragraphs A and B above, the calculation of the Average Monthly Compensation shall be as of the last day of the Plan year immediately preceding the Participant's date of death.

(ii) No benefit shall be payable under this paragraph (a) unless the Trustees have been issued an insurance policy or certificate on behalf of such Participant or unless the Trustees have approved the payments of these benefits without the Plan being insured or reinsured.

(iii) The Employer's Adoption Agreement shall specify the allowable percentage of Average Monthly Compensation or the allowable multiple of the estimated monthly amount of a Normal Retirement Pension to be paid and may specify a maximum dollar limit.

(b) Annuity Benefit

A benefit payable monthly equal to a percentage of the Participant's Accrued Benefit as of the date of death over the Beneficiary's life or over a period no greater than the Beneficiary's life expectancy.

The Employer's Adoption Agreement shall specify the allowable percentage of the Accrued Benefit to be paid and the permitted Beneficiaries.

Any benefits payable to a minor child shall be paid to the legal guardian of such child until the child reaches age 18 at which time the benefit ceases.

(c) No Benefit

No benefits are payable under the Plan for a Participant who dies while an Employee of the Employer.

If a Participant dies while an Employee of the Employer and the death benefit is payable to the Participant's estate, the benefit due will be paid in one lump sum.

If the computation of Participant's Pension benefit exceeds the Maximum Permissible Dollar Limitation, as defined in Section 12.11 of the Plan at the time of the Participant's death, the designated Beneficiary shall be entitled to receive a benefit up to 100% of the Participant's

Accrued Benefit as of the date of his death (as limited by Code Section 415), paid over the Beneficiary's life or over a period no greater than the Beneficiary's life expectancy.

Notwithstanding anything in this Section to the contrary, death benefits may not be paid in excess of the amount that would be considered incidental as defined by the Internal Revenue Service.

9.02 Post Retirement Death Benefit.

If a Participant dies after he Retires or while receiving a Normal or Late Retirement Pension, his Beneficiary may receive a death benefit as specified below, as elected by the Employer in its Adoption Agreement:

(a) Lump Sum Benefit

(i) A benefit payable in a lump sum equal to a multiple of the initial monthly Pension benefit the Participant received.

(ii) The Employer's Adoption Agreement shall specify the allowable multiple of the initial monthly Pension benefit to be paid, provided however, the benefit shall not exceed the lesser of fifteen thousand dollars ($15,000) or one hundred percent (100%) of the lump sum Actuarial Equivalent of the Participant's Accrued Benefit at the time of death.

(b) No Benefit

No benefits are payable under the Plan for a Participant who dies after he Retires.

9.03 Disability Death Benefit.

If a Participant dies while receiving a Disability Pension, his Beneficiary may receive a death benefit as specified below, as elected by the Employer in its Adoption Agreement:

(a) Lump Sum Benefit

(i) A benefit payable in a lump sum equal to a multiple of the initial monthly Disability Pension benefit the Participant received.

(ii) The Employer's Adoption Agreement shall specify the allowable multiple of the initial monthly Disability Pension benefit to be paid, provided however, the benefit shall not exceed the lesser of fifty thousand dollars ($50,000) or one hundred percent (100%) of the lump sum Actuarial Equivalent of the Participant's Accrued Benefit at the time of death.

(b) No Benefit

No benefits are payable under the Plan for a Participant who dies receiving a Disability Pension.

9.04 Deferred Vested Death Benefit.

If a Terminated Participant eligible to receive a Deferred Vested Pension dies prior to his Benefit Commencement Date, his Beneficiary may receive a death benefit as specified below, as elected by the Employer in its Adoption Agreement:

(a) Lump Sum Benefit

(i) A benefit payable in a lump sum equal to a multiple of the monthly Nonforfeitable Accrued Benefit.

(ii) The Employer's Adoption Agreement shall specify the allowable multiple of the monthly Accrued Benefit to be paid, provided however, the benefit shall not exceed the lesser of fifty thousand dollars ($50,000) or one hundred percent (100%) of the lump sum Actuarial Equivalent of the Participant's Accrued Benefit.

(b) No Benefit

No benefits are payable under the Plan for a Terminated Participant who is eligible to receive a Deferred Vested Pension and dies prior to the commencement of benefits under the Plan.

ARTICLE X: PAYMENT OF ACCRUED BENEFIT - OPTIONAL FORMS OF PAYMENT

10.01 Normal Form of Benefit.

The Employer shall elect in its Adoption Agreement the normal form of benefit that shall be used for the computation and payment of Pension benefits.

The Plan Administrator shall direct the Trustee to pay a Participant his Nonforfeitable Accrued Benefit in the normal form of benefit as elected by the Employer under Section 10.01 of the Employer's Adoption Agreement. Subject to the limitations of Section 12.11 of the Plan, if the Participant selects another form of benefit, the Participant shall receive the Actuarial Equivalent of his Nonforfeitable Accrued Benefit payable at Normal Retirement Date, determined as of the Benefit Commencement Date.

10.02 Optional Forms of Benefit.

The Employer shall elect in its Adoption Agreement the optional forms of benefit for the computation and payment of Pension benefits that shall be permitted under the Plan. The Participant may select in writing one of the permitted optional forms of benefit prior to his Benefit Commencement Date. A Participant may revoke a previous selection and make a new selection at any time prior to his Benefit Commencement Date.

The optional forms of benefit that may be permitted under the Plan are:

(a) A straight life annuity payable for the Participant's life only.

(b) A life annuity, payable no less frequently than annually, with a term certain guaranteed. The term cannot exceed the Participant's life expectancy, or the joint life and last survivor expectancy of the Participant and his Beneficiary. If a Participant dies before the Trustee has made the guaranteed number of payments the Trustee shall continue the balance of the payments to the Participant's Beneficiary.

(c) Any other form of annuity payment of the Participant's Nonforfeitable Accrued Benefit that the Trustee may approve. However, such form of payment cannot extend beyond the Participant's life, the life of the Participant and his Beneficiary, the Participant's life expectancy or the joint life and last survivor expectancy of Participant and his Beneficiary.

(d) A joint and survivor annuity where the survivor (i.e. the person designated by the Participant to continue receiving monthly benefits) dies before the survivor benefits commence and the Participant can revoke his joint survivor annuity election to increase his monthly benefit to his full Accrued Benefit for the remainder of his lifetime.

(e) A lump sum benefit if the value of his Accrued Benefit at the date of determination of the benefit is equal to or less than $10,000. An Employer may select a lower amount for lump sum payments but may not select a higher amount without specific approval of the Trustees.

10.03 Cost of Living Adjustment.

If elected by the Employer in its Adoption Agreement, eligible Plan Participants shall receive a cost of living adjustment applied to eligible benefit payments in an amount provided in the Employer's Adoption Agreement as follows:

(a) Employer Discretionary Percentage Rate

The Employer may provide from time to time a specified cost of living adjustment to be applied to eligible benefit payments. Any such cost of living adjustment does not obligate the Employer to provide future cost of living adjustments. Each such adjustment shall be specified as a fixed percentage rate or to be applied equitably to all eligible benefit payments and shall be adopted by the Employer as an amendment to the Plan in accordance with the provisions of Article XVI.

Any Employer discretionary adjustment authorized and adopted shall not exceed the percentage change calculated in accordance with Subsection (c) below. If the discretionary adjustment percentage rate exceeds the percentage change calculated in accordance with Subsection (c) below, the cost of living adjustment shall be adjusted to the to the rate calculated in Subsection (c) below.

(b) Fixed Percentage Rate

The Employer may provide for a cost of living adjustment based on a specified fixed percentage rate to be applied equitably to all eligible benefit payments.

Any Employer discretionary adjustment authorized and adopted shall not exceed the percentage change calculated in accordance with Subsection (c) below. If the fixed percentage rate specified the Adoption Agreement exceeds the percentage change calculated in accordance with Subsection (c) below, the cost of living adjustment shall be adjusted to the rate calculated in Subsection (c) below.

(c) Adjustable Percentage Rate based on the Consumer Price Index

The Employer may provide for a cost of living adjustment based on the United States Bureau of Labor Statistics' Consumer Price Index. The index series used shall be the Consumer Price Index for All Urban Consumers (CPI-U) for the U.S. City Average for All Items, 1982-84=100.

(i) Such increases shall be a percentage to be applied to the existing benefit payment amount.

(ii) The specific percentage change shall be calculated by:

A. averaging the monthly index amounts for the final three months of each calendar year immediately preceding the year in which the increase is to be applied (the "Second Year")and averaging the monthly index for the final three months of the calendar year preceding the Second Year (the "First Year"); and

B. Subtracting the First Year average from the Second Year average; and

C. Dividing the result of subsection (B) by the First Year average.

(iii) If the result in subsection (ii)(C) is less than zero, no adjustment shall be made for the applicable Plan year.

(iv) If the result in subsection (ii)(C) is greater than zero, the percentage amount, rounded down to one decimal place, shall be applied to all eligible benefit payments.

Cost of living adjustments shall be applied to eligible benefit payments beginning with the payments dated April 1 in the applicable Plan Year.

For the purposes of this Section 10.03, "eligible benefit payments" shall mean payments to eligible Plan Participants that were disbursed or required to be disbursed by December 31 of the Plan Year immediately preceding the Plan Year in which the cost of living adjustment is to be applied. For the purposes of this Section 10.03, "eligible Plan Participants" shall mean Participants receiving benefit payments for an Early, Normal or Late Pension and, if elected by the Employer in its Adoption Agreement, Participants receiving a Disability or Deferred Vested Pension or Survivors receiving a joint and survivor annuity.

10.04 Commencement of Benefits/Payment Schedules.

(a) Entitlement to Payments

The Participant is entitled to commence the payment of his Normal, Late or Early Retirement on the first day of the first month coincident with or following his Termination of Employment following his Normal, Late or Early Retirement Date.

(b) Mandatory Commencement of Benefits – Required Beginning Date

In no event shall the Trustee commence the payment of a Participant's Normal Retirement Pension, Late Retirement Pension, Early Retirement Pension or Deferred Vested Pension later than the first day of April in the calendar year following the later of:

(i) the calendar year in which the Participant attains age 70-1/2, or

(ii) the calendar year in which the Participant Terminates Employment as required by Code Section 401(a)(9).

(c) Benefit Payments to Beneficiaries After Participant's Death

(i) If Pension benefit payments begin prior to the Participant's death, the remaining Nonforfeitable Accrued Benefit will be distributed to his Beneficiary at least as rapidly as under the method of benefit payments being used as of the date of the Participant's death.

(ii) If the Participant dies after application to the Third Party Administrator for the commencement of benefits but prior to the Benefit Commencement Date, the Participant's Beneficiary, based on the Actuarial Equivalence of a single, lump sum payment calculated as of the Participant's date of death, shall receive the greater of:

A. the remaining Nonforfeitable Accrued Benefit or

B. the total of any Death Benefits described in Article IX as elected by the Employer in its Adoption Agreement.

(iii) If the Participant dies before his Benefit Commencement Date the following rules apply:

A. If the Participant's Spouse is the sole Beneficiary, distribution must begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies or by December 31 of the calendar year in which the Participant would have attained age 70½, if later.

B. If the Participant's Spouse is not the sole Beneficiary, then distribution must begin by December 31 of the calendar year immediately following the calendar year in which the Participant dies.

C. 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 must be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

D. If the Participant's Spouse is the sole Beneficiary and the Spouse dies after the Participant but before distributions to the Spouse begin, this Section 10.04(c)(iii) (other than Section 10.04(c)(iii)(A)) will apply as if the Spouse were the Participant.

(d) Conformance to Section 401(a)(9)

(i) All distributions will be made in accordance with Code Section 401(a)(9), the regulations promulgated under Code Section 401(a)(9) and any other provisions reflecting the requirements of Code Section 401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code Section 401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

(ii) Effective January 1, 2006, 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 (e), (f) and (g) of this Section 10.04. 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.

(iii) Notwithstanding any other provision in the Plan to the contrary, distributions from the Plan will be made in accordance with a good faith interpretation of Code Section 401(a)(9) and the regulations thereunder as applicable to governmental plans with the meaning of Code Section 414(d) and shall be implemented in accordance with the grandfathering provisions of such regulations applicable to annuity option distributions in effect on April 17, 2001.

(e) Determination of Amount to be Distributed Each Year

(i) Annuity Distributions

If the Participant's interest is paid in the form of annuity distributions under the Plan, payments under the annuity will satisfy the following requirements:

A. the annuity distributions will be paid in periodic payments made at intervals not longer than one year;

B. the distribution period will be over a life (or lives) or over a period certain not longer than the period described in Section 10.04 (f) or 10.04 (g);

C. Once payments have begun over a period certain, the period certain will not be changed even if the period certain is shorter than the maximum permitted;

D. Payments will either be non-increasing or increase only as follows:

1. by an annual percentage increase that does not exceed the annual percentage increase in a cost-of-living index that is based on prices of all items and issued by the Bureau of Labor Statistics;
2. to the extent of the reduction in the amount of the Participant's payments to provide for a survivor benefit upon death, but only if the Beneficiary whose life was being used to determine the distribution period described in section 10.04(f) dies;
3. to provide cash refunds of employee contributions upon the Participant's death; or
4. to pay increased benefits that result from a Plan amendment.

(ii) Amount Required to be Distributed by Required Beginning Date

The amount that must be distributed on or before the Participant's Required Beginning Date (or, if the Participant dies before distributions begin, the date distributions are required to begin under section (c)(iii)(A) or (B) is the payment that 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., bi-monthly, monthly, semi-annually, or annually. All of the Participant's benefit accruals as of the last day of the first distribution calendar year will be included in the calculation of the amount of the annuity payments for payment intervals ending on or after the Participant's Required Beginning Date.

(iii) Additional Accruals After First Distribution Calendar Year

Any additional benefits accruing to the Participant in a calendar year after the first distribution calendar year will be distributed beginning with the first payment interval ending in the calendar year immediately following the calendar year in which such amount accrues.

(f) Requirements For Annuity Distributions That Commence During Participant's Lifetime

(i) Joint Life Annuities Where the Beneficiary Is Not the Participant's Spouse

If the Participant's interest is being distributed in the form of a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary, annuity payments to be made on or after the Participant's Required Beginning Date to the Beneficiary after the Participant's death must not at any time exceed the applicable percentage of the annuity payment for such period that would have been payable to the Participant using the table set forth in Q&A-2 of section 1.401(a)(9)-6 of the Treasury regulations. If the form of distribution combines a joint and survivor annuity for the joint lives of the Participant and a non-spouse Beneficiary and a period certain annuity, the requirement in the preceding sentence will apply to annuity payments to be made to the Beneficiary after the expiration of the period certain.

(ii) Period Certain Annuities

Unless the Participant's Spouse is the sole designated Beneficiary and the form of distribution is a period certain and no life annuity, the period certain

for an annuity distribution commencing during the Participant's lifetime may not exceed the applicable distribution period for the Participant under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations for the calendar year that contains the Annuity Starting Date. If the Annuity Starting Date precedes the year in which the Participant reaches age 70, the applicable distribution period for the Participant is the distribution period for age 70 under the Uniform Lifetime Table set forth in section 1.401(a)(9)-9 of the Treasury regulations plus the excess of 70 over the age of the Participant as of the Participant's birthday in the year that contains the Annuity Starting Date. If the Participant's Spouse is the Participant's sole Beneficiary and the form of distribution is a period certain and no life annuity, the period certain may not exceed the longer of the Participant's applicable distribution period, as determined under this section (f)(ii), or the joint life and last survivor expectancy of the Participant and the Participant's Spouse as determined under the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and Spouse's attained ages as of the Participant's and Spouse's birthdays in the calendar year that contains the Annuity Starting Date.

(g) Requirements For Minimum Distributions Where Participant Dies Before Date Distributions Begin

(i) Participant Survived by Designated Beneficiary

If the Participant dies before the date distribution of his or her interest begins and there is a Beneficiary, the Participant's entire interest will be distributed, beginning no later than the time described in section (c)(iii)(A) or (B), over the life of the designated Beneficiary or over a period certain not exceeding:

A. unless the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year immediately following the calendar year of the Participant's death; or

B. if the Annuity Starting Date is before the first distribution calendar year, the life expectancy of the Beneficiary determined using the Beneficiary's age as of the Beneficiary's birthday in the calendar year that contains the Annuity Starting Date.

(ii) No Beneficiary

If the Participant dies before the date distributions begin and there is no 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.

(iii) Death of Spouse Before Distributions to Begin

If the Participant dies before the date distribution of his or her interest begins, the Participant's Spouse is the Participant's sole Beneficiary, and the Spouse dies before distributions to the Spouse begin, this Section 10.04(g) will apply as if the Spouse were the Participant, except that the time by which

distributions must begin will be determined without regard to section (c)(iii)(A).

(h) Definitions

(i) Designated Beneficiary

The individual who is designated as the Beneficiary under Section 1.09 of the Plan and is the designated Beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-4 of the Treasury regulations.

(ii) Distribution Calendar Year

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 pursuant to section 10.04(c)(iii).

(iii) Life Expectancy

Life expectancy as computed by use of the Single Life Table in Section 1.401(a)(9)-9 of the Treasury regulations.

(iv) Required Beginning Date

The date specified in section 10.04(b) of the Plan.

(i) Mandatory Commencement of Benefits After Participant Election

All benefit payments will begin within sixty (60) days of the date elected by the Participant, if such date is earlier than any of the aforementioned dates in this Section 10.04.

(j) Delay in Commencement of Pension Benefit Payments

Except as otherwise required by federal or state law, the Employer may elect in its Adoption Agreement to delay the Benefit Commencement Date for Early, Normal or Late Retirement Pension benefits to all Participants who have otherwise met all requirements for such benefits, for a period of up to five (5) years from the Original Effective Date of the Plan by the Employer. The Trustees must approve any such delay in advance.

A Participant who experiences a delay in benefits under this Section:

(i) shall have his Pension benefit payment actuarially adjusted to reflect the period of time the benefits were delayed,

A. shall be considered Retired as of the original Benefit Commencement Date that would have occurred if not for the provisions of this Section, and

B. shall be permitted to change his selected form of benefit and select a new form at any time prior to the Benefit Commencement Date.

(k) Effective Date

Except as otherwise provided therein, Section 10.04 of the Plan shall be effective as of January 1, 2008.

10.05 Continued Employment After Normal Retirement.

If the Employer so elects in its Adoption Agreement, a Participant who continues employment as an Employee after reaching his Normal Retirement Date, may elect to begin receiving his Accrued Benefit in any form available under the Plan. However, if so elected, such Participant's Service and Compensation earned after commencement of benefit payments shall not thereafter be counted as Credited Service or increase his Accrued Benefit.

If a Participant (i) has attained age 70-1/2 before January 1, 1999, (ii) is an active Employee, and (iii) is receiving payments under the Plan, the Participant may continue to receive Plan payments or may elect to defer the receipt of Plan payments until the Participant Retires from service with the Employer.

10.06 Repayment of Lump Sum Pension.

A Participant who is reemployed with the Employer after receiving a lump sum payment of his Deferred Vested, Early, Normal or Late Pension shall have his Eligibility Service and Vesting Service restored in accordance with Section 11.02 of the Plan, but shall not have his Credited Service restored unless the Participant repays the previous lump sum payment as specified in this Section.

A Participant who is reemployed with the Employer after receiving a lump sum payment Pension shall have his Credited Service and his Nonforfeitable Accrued Benefits restored by repaying the Trustee the entire amount of the lump sum payment plus interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of the lump sum cash out payment and shall end on the last day of the month preceding the repayment of the lump sum cash out and interest.

The Plan may accept any such repayment directly from the Participant or through a plan-to-plan transfer from any other qualified retirement plan, Section 401(k) plan, Section 457 plan or a Section 403(b) tax sheltered annuity.

The Employer's Adoption Agreement shall specify the maximum amount of time a reemployed Participant shall have to repay the amount of a prior lump sum payment after the Participant's Reemployment Commencement Date.

10.07 Reemployment of Retired Participant.

If the Employer so elects in its Adoption Agreement, a former Participant who has Retired and commenced to receive his Accrued Benefit and returns to employment as an Employee, may be given an election to:

(a) continue to receive his Accrued Benefit without any increase on account of future Credited Service and Compensation or

(b) cease receiving his Accrued Benefit.

If no such election is made by the Employer in its Adoption Agreement, the former Retired Participant shall cease receiving his Accrued Benefit upon reemployment. If an Employee ceases receiving his Accrued Benefit upon reemployment, he shall receive upon actual Termination of Employment, an Accrued Benefit equal to the greater of his Accrued Benefit determined as of his initial Retirement, or his Accrued Benefit determined as of his subsequent Retirement based upon his Credited Service and Compensation earned both

before and after his initial Retirement, adjusted for distributions made after his initial Retirement in accordance with Section 12.02 of the Plan.

10.08 Rollovers.

(a) General Rule

Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Participant's election under this Section, a Participant may elect, at the time and in the manner prescribed by the Trustees or Third Party Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Participant, in a direct rollover.

(b) Definitions

(i) Eligible Rollover Distribution

An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include (A) 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 Participant or the joint lives (or joint life expectancies) of the Participant and the Participant's designated Beneficiary, or for a specified period often (10) years or more; (B) any distribution to the extent such distribution is required under Code Section 401(a)(9); and (C) the portion of any distribution that is a hardship distribution under Code Section 401(k). A Distributee may not elect a direct rollover with respect to an Eligible Rollover Distribution during the Plan Year that is less than $200. If the Distributee elects to have only a portion of an Eligible Rollover Distribution paid to an Eligible Retirement Plan, that portion must be equal to at least $500. Notwithstanding anything contained herein to the contrary, the portion of a distribution that is not includible in the gross income because it represents after-tax amounts shall constitute an Eligible Rollover Distribution, but before January 1, 2007, such portion may be transferred only to an individual retirement account or annuity described in Code Section 408(a) or (b), or to a qualified defined contribution plan described in Code Section 401 (a) or 403 (a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible. Effective for distributions on and after January 1, 2007, after-tax amounts also may be rolled over to a defined benefit plan described in Code Section 401(a) or an annuity described in Code Section 403 (b), provided in either case that the recipient agrees to separately account for amounts so transferred, including separately accounting for the portion of the distribution that is includible in gross income and the portion that is not so includible.

(ii) Eligible Retirement Plan

An Eligible Retirement Plan is, in the case of an Eligible Rollover Distribution to the Participant or Participant's Surviving Spouse, an individual retirement account described in Code Section 408(a), an individual retirement annuity described in Code Section 408(b), an annuity plan described in Code Section 403(a), a qualified trust described in Code Section 401(a), an annuity contract described in Code Section 403(b) that accepts the Participant's Eligible

Rollover Distribution and an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, provided that such account, annuity, contract, plan or trust accepts the Distributee's Eligible Rollover Distribution. Effective as of January 1, 2008, "eligible retirement plan" shall include a Roth IRA established under Section 408 A of the Code.

Effective as of January 1, 2010, in the case of an Eligible Rollover Distribution to a Beneficiary other than the Participant's Surviving Spouse, "eligible retirement plan" shall mean (i) an individual retirement account described in Section 408(a) of the Code, (ii) an individual retirement annuity described in Section 408(b) of the Code, or (iii) as of January 1, 2008, a Roth IRA established under Section 408A of the Code which shall be treated as an inherited IRA.

(iii) Distributee

A Distributee includes the Participant, former Participant, Surviving Spouse or effective January 1, 2010, a nonspouse Beneficiary of the Participant.

(iv) Direct Rollover

A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Participant.

ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING THE CREDITING OF SERVICE

11.01 No Disregard of Service.

For purposes of computing Vesting Service under Article VIII of the Plan, the Plan shall not disregard Service with respect to which a Participant has received a distribution of his Accrued Benefit.

11.02 Service Upon Reemployment.

The Employer, in its Adoption Agreement, shall specify the maximum number of consecutive one year Breaks in Service a reemployed Employee may incur in order to for the Employee to have his Eligibility Service, Vesting Service and Credited Service restored from his prior employment with the Employer. An Employee who is reemployed by the Employer after incurring the number of consecutive one year Breaks in Service equal to or greater than that elected by the Employer in its Adoption Agreement, shall not have restored any prior Credited Service, Eligibility Service and Vesting Service.

All restored Credited Service, Eligibility Service and Vesting Service shall apply to the Plan provisions in effect under the Plan at the time the Participant is reemployed and again participates in the Plan.

(a) Reemployment Having an Existing Nonforfeitable Accrued Benefit

(i) If, at an Employee's Reemployment Commencement Date, the Employee has a Nonforfeitable Accrued Benefit under the Plan and prior Service is restored, his benefit at Benefit Commencement Date shall be the greater of his Nonforfeitable Accrued Benefit at his Reemployment Commencement Date or his Nonforfeitable Accrued Benefit as of his Benefit Commencement Date.

(ii) If, at the Date of Reemployment, the Employee has a Nonforfeitable Accrued Benefit under the Plan and prior Service is not restored, his benefit at Benefit Commencement Date shall be the sum of his Nonforfeitable Accrued Benefit at his Reemployment Commencement Date and his Nonforfeitable Accrued Benefit for subsequent periods of Plan Participation as of his Benefit Commencement Date.

(b) Reemployment After Having Received a Lump Sum Cash Out

If, an Employee has previously received a lump sum cash out of his Deferred Vested, Early, Normal or Late Pension, or of his Participant Contribution Account, Credited Service shall not be restored in accordance with this Section unless the previously received lump sum cash out has been repaid in accordance with Sections 4.09 and 10.06.

11.03 Transferred Accrued Benefit with Other Adopting Employers.

(a) Notwithstanding any contrary provision in the Plan, a Participant may elect to have the value of his Accrued Benefit transferred from a prior Employer to his current Employer without regard to any dollar limitations in the Plan, if employed by the current Employer at the time of the request and if both the current and former Employers have accepted the provisions of this Section in their Adoption Agreement.

The Trustees shall develop and maintain a written policy for the implementation and administration of service credit transfer between Employers. and

(b) Upon request, the Third Party Administrator shall provide a calculation of the present value of the Participant's Accrued Benefit under the prior Employer's Plan. If the transfer is approved, assets equal to the calculated present value will be transferred from the former Employer's Plan to the current Employer's Plan. The amount of the Credited Service credited to the current Employer's Plan shall be equal to the amount of Credited Service necessary to provide an Accrued Benefit on the Employee's Participation Commencement Date under the current Employer's Plan that is equivalent (in dollar amount) to the Accrued Benefit under the prior Employer's Plan on the date of the Employee's Termination of Employment with the prior Employer. Eligibility Service and Vesting Service shall also be credited to the Participant in the current Employer's Plan in an amount equal to the amount under the prior Employer's Plan on the date of the Employee's Termination of Employment with the prior Employer.

(c) Once all Accrued Benefits are credited to the current Employer's Plan, the Participant will have no remaining Accrued Benefits under the prior Employer's Plan. If the prior Employer's Plan was contributory and the Participant had a balance in an Accumulated Contribution Account, the Participant's Accumulated Contribution Account under the prior Employer's Plan shall also be eliminated and the Participant shall not be entitled to any refund or distribution of such Contributions with the prior Employer's Plan.

11.04 Transferred Accrued Benefit from Certain Other Prior Employers.

(a) Notwithstanding any contrary provision in the Plan, a Participant can elect to have the value of his Accrued Benefit transferred from a prior employer to his current Employer without regard to any dollar limitations in the Plan, if employed by the current Employer at the time of the request and if the prior employer meets the following conditions:

(i) The prior employer is another governmental unit operating partially or totally within the boundary of the current Employer.

(ii) The Employee transferred from the prior employer to the current Employer as a result of an agreement between the prior employer and the current Employer transferring one or more service functions to the current Employer.

(iii) The current Employer, as a condition of the transferring agreement, has agreed to accept the transferred Accrued Benefit under the conditions specified in this Section 11.04.

(iv) The actuarial accrued liability associated with Participants' transferred Accrued Benefits shall be determined by the Plan's Actuary and paid for by either:

A. the prior employer transferring assets in an amount commensurate with the actuarial accrued liability,

B. the Participants providing payment in an amount commensurate with the actuarial accrued liability,

C. the Employer agreeing to accept the actuarial accrued liability without assets from the prior employer nor payment from Participants, or

D. a specified combination of (A.) through (C.).

(b) Any transferred Accrued Benefits granted under this Section shall be evidenced in writing in an amendment to the Plan in accordance with the provisions of Article XVI. The amendment shall contain the following provisions:

(i) the amount and method of calculation for any transfer of Vesting Service or Eligibility Service, and

(ii) the method of transfer for Credited Service or Accrued Benefits.

A. If Credited Service is to be transferred, the amount of the Credited Service transferred to the current Employer, shall be equal to the amount of Credited Service necessary to provide an Accrued Benefit under the current Employer's Plan on the Employee's Participation Commencement Date that is equal (in dollar amount) to the Accrued Benefit under the prior employer's Plan on the date of the Employee's Termination of Employment with the prior employer.

B. If an Accrued Benefit is to be transferred, the Accrued Benefit amount shall be equal to the Accrued Benefit (in dollar amount) under the prior employer's Plan on the date of the Employee's Termination of Employment with the prior employer.

11.05 Past Credited Service.

The Employer may elect in its Adoption Agreement to grant some or all of an Employee's Service with the Employer prior to the Original Effective Date of the Plan as Credited Service.

(a) The Employer may require the Participant to purchase such Service in amounts necessary to reimburse the Plan for up to the total cost of such Service to the Plan; provided however, any such purchase cost shall not exceed an amount equal to the Actuarial Equivalent present value of the additional Accrued Benefit attributable to such purchased Service as of the date of purchase. The Plan may accept payment directly from the Participant or through a plan-to-plan transfer from any other qualified retirement plan, Section 401(k) plan, Section 457 plan or a Section 403(b) tax sheltered annuity.

(b) If Participants are required to purchase Past Credited Service, the Participant shall have the option to accept or decline any such purchased Service.

11.06 Additional Credited Service.

The Employer may grant Additional Credited Service to Participants for:

(a) a bona fide retirement incentive program.

The Employer must receive approval from the Trustees and may be requested to provide the Trustees with a legal opinion that such grant of Additional Credited Service will not jeopardize the qualified status of the Plan.

(b) any reason up to a maximum five (5) years and subject to any limitation or restrictions in federal or state law.

The Employer may require Participants to purchase such Service in amounts necessary to reimburse the Plan for up to the total cost of such Service to the Plan; provided however, any such purchase cost shall not exceed an amount equal to the Actuarial Equivalent present value of the additional Accrued Benefit attributable to such purchased Service as of the date of purchase. To the extent permitted by federal law, the Plan may accept payment directly from Participants or through a plan-to-plan transfer from any other qualified retirement plan, Section 401(k) plan, Section 457 plan or a Section 403(b) tax sheltered annuity.

(i) If Participants are required to purchase Additional Credited Service, the Participant shall have the option to accept or decline any such Additional Service.

(ii) If the Employer does not require the Participant to reimburse the Plan for the total cost of Additional Credited Service, the Employer will be required to make an additional Employer Contribution in an amount necessary to actuarially fund the additional Accrued Benefit resulting from the Additional Credited Service. Such additional Contribution shall be made no later than the Employer's fiscal year following the fiscal year in which the granting of Additional Credited Service was approved by the Employer.

Any Additional Credited Service granted under this Section shall be evidenced in writing in an amendment to the Plan in accordance with the provisions of Article XVI.

11.07 Qualified Military Service.

(a) Definitions . For purposes of this Section, the following definitions shall apply:

(i) Differential Wage Payments mean, effective January 1, 2009, any payments that are made by the Employer to a Participant for any period during which the Participant is performing Military Service for more than 30 days and represents all or part of the Compensation that the Participant would have received from the Employer if he were performing services for the Employer.

(ii) Military Service means the period of a Participant's active duty for training and service in the Army, Navy, Air Force or Marines of the United States of America, the Army National Guard and the Air National Guard when engaged in active duty for training, inactive duty training, or full-time National Guard duty, the commissioned corps of the Public Health Service, and any other category of persons designated by the President in time of war or national emergency.

(iii) Qualified Military Service means Military Service during which the Participant is entitled to reemployment rights under Chapter 43 Title 38 of the United State Code.

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

(b) USERRA. Notwithstanding any provision of the Plan to the contrary, contributions, benefits and service credit with respect to Qualified Military Service will be provided in accordance with Code Section 414(u). Plan Participants who are reemployed in accordance with the requirements of USERRA shall be treated as not having a Break in Service during such Qualified Military Service and such periods of Qualified Military Service shall be counted for Vesting Service and Credited Service except as provided below.

(c) Reemployment. Except as otherwise elected by the Employer in its Adoption Agreement, a Plan Participant must make-up any required Participant Contributions in order to receive Credited Service under the Plan for the period of Qualified Military Service.

(d) Make-up Participant Contributions. Except as provided in subsection (i) below a Participant who is required to make-up Participant Contributions in accordance with this section must do so within the time period the begins on the Employee's Reemployment Commencement Date and ends on the date that is earliest of (i) three (3) times the period of Qualified Military Service; (ii) five (5) Years; or (iii) Termination of Employment. The Participant may make-up all or a portion of any required Participant Contributions and shall receive the amount of Credited Service that is directly proportionate to the percentage of Participant Contributions that are made-up. The Participant shall designate the Plan Year to which such Employee Contributions relate. The Employer shall grant Credited Service based on the made-up Participant Contributions in the time and manner as such Credited Service is accrued by active Participants. Such make-up Participant Contributions can be paid to the Plan in a lump sum, in installments or by payroll deduction.

(e) Death During Military Service.

(i) Deemed Return to Employment. If a Participant dies during a period of Qualified Military Service, the Participant shall be treated as having returned to employment with the Employer on the day before his death and died the next day for purposes of any survivor benefits including pre retirement survivor benefits and any accelerated vesting. Such Participant shall receive Vesting Service for the period of Qualified Military Service.

(ii) Credited Service. The Employer may grant Credited Service to any Participant who dies during a period of Qualified Military Service by making an election to do so under its Adoption Agreement. If the Employer elects to grant such Credited Service and the Plan requires Participant Contributions in order for a Participant to receive Credited Service, the Participant shall be deemed to have made the maximum amount of required Participant Contributions during the period of Qualified Military Service.

(f) Disability during Qualified Military Service. If a Participant becomes Disabled during a period of Qualified Military Service, the Employer may grant Credited Service for such period of Qualified Military Service by making an election to do so under its Adoption Agreement. If the Employer elects grant Credited Service to such Participants, the Employer shall also credit Vesting Service to the Participant for such period. If the Employer elects to grant such Credited Service and the Plan requires Participant Contributions in order for a Participant to receive Credited Service, the Participant shall be deemed to have made the maximum amount of required Participant Contributions during the period of Qualified Military Service.

(g) Compensation. For purposes of this Section, a Participant's Compensation during the period of Qualified Military Service shall be treated as equivalent to the Compensation he or she would have received during such period but for the period of Qualified Military Service. Such determination shall be based on the rate of pay the Employee would have received during that time; provided however if the Compensation the Employee would have received is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months period immediately preceding the Qualified Military Service (or, if shorter, the period of employment immediately preceding the Qualified Military Service).

(h) Differential Wage Payments. If the Employer pays Differential Wage Payments to the Participant while on Qualified Military Leave, such payments shall not be treated as Compensation under the Plan unless the Employer otherwise elects in its Adoption Agreement. If such Differential Wage Payments are treated as Compensation under the Plan, they shall also be treated as Compensation for purposes of Code Section 415 and Section 12.11 of the Plan.

(i) Georgia Law. In accordance with O.C.G.A. section 38-2-279(f) a Participant who is required to make-up Participant Contributions in accordance with subsection (d) of this section may do so at any time and from time to time while engaged in ordered military duty or within five (5) years after the date of termination of the ordered military duty. If the Participant dies while engaged in ordered military duty, the payments or any part thereof may be made by the named beneficiary or the legal representative of the Participant's estate within one year following proof of such death.

ARTICLE XII: MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS

12.01 General.

In general, the Trustee shall make benefit payments of any pension directly to the Participant entitled to the payment. However, the Employer may request the Trustee to purchase a Nontransferable Annuity contract to provide the benefits a Participant would receive under this Plan. If the Trustee purchases a Nontransferable Annuity contract for the benefit of a Participant, the Trustee may either assign the contract to the Participant or hold the contract for the benefit of the Participant. The Trustee also may purchase a Nontransferable Annuity contract for the benefit of a Beneficiary or a Surviving Spouse entitled to a distribution for all or a portion of the Participant's Nonforfeitable Accrued Benefit.

12.02 Non-Duplication of Benefits.

If the Trustee distributes any part or all of a Participant's Accrued Benefit to him and the Participant is later rehired by the Employer before or after Retirement, the Trustee shall compute the Participant's Accrued Benefit by taking into account all of the Participant's Credited Service. However, the Trustee shall offset the Participant's Accrued Benefit so computed by the Participant's Accrued Benefit attributable to any distribution described in Article X of the Plan and by any Accrued Benefit disregarded under Section 8.03 of the Plan.

12.03 Suspension of Benefits.

The Plan does not apply the suspension of benefits rules of Section 203(a)(3)(B) of the Employee Retirement Income Security Act of 1974, as amended.

12.04 Merger of Plan.

Neither the Employer nor the Trustee shall consent to, or be a party to, any merger or consolidation of the Plan with another plan, or to a transfer of assets or liabilities to another plan, unless immediately after the merger, consolidation or transfer, the surviving Plan provides each Participant a benefit equal to or greater than the benefit each Participant would have received had the Plan terminated immediately before the merger or consolidation or transfer. However, the Trustee possesses the specific authority to enter into a merger agreement or a direct transfer of assets agreements with the trustees of other retirement plans described in Code Section 401(a) and to accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such agreement.

The Trustee may accept a direct transfer of plan assets on behalf of an Employee prior to the date the Employee satisfies the Plan's eligibility condition(s). If the Trustee accepts such a direct transfer of plan assets, the Plan Administrator and Trustee shall treat the Employee as a Participant for all purposes of the Plan except the Employee may not make Participant Contributions under Sections 4.01 or 4.02 of the Plan, nor shall the Employee accrue benefits, including any minimum Normal Retirement Pension provided for, until he actually becomes a Participant in the Plan.

12.05 Trustee-to-Trustee Transfer.

Upon request by the Employer, and in the sole discretion of the Trustee, the Employer may be permitted to amend the Plan or its Adoption Agreement to provide an election to Plan Participants to have all or a portion of a Participant's Nonforfeitable Accrued Benefit transferred directly to another qualified retirement plan sponsored by the Employer. Any

transfer permitted under this Section shall be evidenced in writing in an amendment to the Plan in accordance with the provisions of Article XVI.

12.06 Forfeiture of Benefits.

If the Employer so elects in its Adoption Agreement, all Employer contributions under the Plan may be reduced or forfeited in the manner and to the extent provided under O.C.G.A. Section 47-1-21 through Section 47-1-25, if the Participant is convicted of a public employment, drug related, or other covered crime.

12.07 Payments to Minors or Legally Incompetent Persons.

Whenever any benefit is to be paid to or for the benefit of any person who is a minor or determined to be incompetent by qualified medical advice, the Plan Administrator need not require the appointment of a guardian or custodian, but may cause the benefit to be paid to the person having custody of the minor or incompetent, or to the minor or incompetent without the intervention of a guardian or custodian, or to the legal guardian or custodian if one has been appointed, or may cause the benefit to be used for the benefit of the minor or incompetent.

12.08 Unclaimed Payments.

If the Plan Administrator cannot ascertain the whereabouts of any Participant to whom a payment is due, the Plan Administrator may direct that the payment and all remaining payments otherwise due to the Participant be cancelled on the records of the Plan and the amount thereof treated as a forfeiture and shall be used to reduce Employer contributions to the Plan. If the Participant later notifies the Plan Administrator of his whereabouts and requests the payments due to him, the Employer shall contribute to the Plan an amount equal to the undistributed amount to be paid to him as soon as administratively feasible.

12.09 Assignment or Alienation.

Neither a Participant nor a Beneficiary shall anticipate, assign or alienate (either at law or in equity) any benefit provided under the Plan, and the Trustee shall not recognize any such anticipation, assignment or alienation, including, but not limited to, any assignment pursuant to a domestic relations order, subject to the following exceptions (a) federal tax liens, (b) an assignment of Plan benefits for the provision of health care premiums, or (c) a trustee-to-trustee transfer of a Participant's accrued benefit in accordance with Section 12.05 of the Plan. Furthermore, a benefit under the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process.

12.10 No Decrease in Benefits by Change in Social Security.

In the case of a Participant or Beneficiary who is receiving benefits under this Plan or a Participant who has Terminated Employment with the Employer and has a vested Accrued Benefit under this Plan, any increase in the taxable wage base or the benefit level payable under Title II of the Social Security Act shall not affect the way benefits are payable under this Plan to such Participant or Beneficiary. The Plan does not permit the recalculation of any benefits accrued before the Termination of Employment of a Participant on the basis of changes in Social Security benefit levels or the taxable wage base in effect after reemployment with the Employer.

12.11 Limitation on Benefit.

(a) General Rule

The annual benefit under this Plan payable to a Participant at any time shall not exceed the maximum permissible amount. "Maximum permissible amount" shall

mean $160,000, such limitation to be adjusted automatically as determined by the Commissioner of Internal Revenue for each calendar year, with the new limitation to apply to limitation years ending within the calendar year of the date of the adjustment.

If the annual benefit commences before age 62 and after age 65, the maximum permissible amount shall be determined under Code Section 415 and Regulations and rulings thereunder. If the annual benefit commences when the Participant has fewer than 10 years of participation in this Plan or any predecessor plan to this Plan, the $160,000 figure defined above shall be reduced by one-tenth for each year less than 10 in accordance with applicable regulations. If the annual benefit commences when the Participant has less than 10 years of Service with the Employer, the amount represented by 100% of the Participant's highest average Earnings shall be reduced by one-tenth for each year less than 10 in accordance with applicable regulations.

(b) Incorporation by Reference

The limits described in Section 10.01 above shall be applied under the terms of Code Section 415 and the Treasury Regulations thereunder, all of which are incorporated herein by reference. For purposes of applying such limitations, the following optional provisions shall apply:

(a) The limitation year shall be the Plan Year.

(b) A year of service for purposes of calculating a Participant’s Compensation shall be the Plan Year.

(c) “Compensation” for purposes of Code Section 415 shall mean a Participant's earned income, wages, salaries, and fees for professional services, and other amounts received for personal services actually rendered in the course of employment with the Employer (including, but not limited to, commissions paid sales representatives, compensation for services on the basis of a percentage of profits, commissions on insurance premiums, tips and bonuses), and excluding the following:

(1) Employer contributions to a plan of deferred compensation that are not included in the employee's gross income for the taxable year in which contributed or Employer contributions under a simplified employee pension plan to the extent such contributions are deductible by the employee, or any distributions from a plan of deferred compensation;

(2) Amounts realized from the exercise of a non-qualified stock option, or when restricted stock (or property) held by the employee either becomes freely transferable or is no longer subject to a substantial risk of forfeiture;

(3) Amounts realized from the sale, exchange or other disposition of stock acquired under a qualified stock option;

(4) Other amounts which receive special tax benefits; and

(5) Amounts that do not satisfy the timing rules set forth in the Regulations under Code Section 415.

Compensation for any limitation year is the compensation actually paid or includable in gross income during such year.

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

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

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

(e) The following amounts also shall constitute "Compensation" under (c) above if (i) the amounts are paid by the later of 2½ months after the Participant's severance from employment with the Employer or the end of the limitation year that includes the date of the Participant's severance from employment, and (ii) the amounts would have constitute Compensation under (c) above if they were paid prior to the Participant's severance from employment with the Employer:

(1) payment for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued; and

(2) amounts received by a Participant pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid to the Participant at the same time if the Participant had continued in employment with the Employer and only to the extent that the payment is includible in the Participant's gross income.

12.12 Offset of Benefits.

Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary owes any amount to the Trust, whether as a result of an overpayment or otherwise, and regardless of who is at fault, the Employer, Trustees or Third Party Administrator may, in its discretion, offset the amount owed or any percentage thereof, against any future payments due from the Trust to the Participant or his Beneficiary.

ARTICLE XIII: .EMPLOYER ADMINISTRATIVE PROVISIONS

13.01 Information to Third Party Administrator.

The Employer shall supply current information to the Third Party Administrator as to the name, date of birth, Employment Commencement Date, annual Compensation, Leaves of Absences, Vesting, Eligibility, and Credited Service and date of Termination of Employment of each Employee who is, or who will be eligible to become, a Participant under the Plan, together with any other information which the Third Party Administrator considers necessary. The Employer's records as to the current information the Employer furnishes to the Third Party Administrator shall be conclusive as to all persons.

13.02 Indemnity of Trustees.

To the extent permitted by federal, state or local law, the Employer agrees to indemnify and save harmless the Trustees, and each of them, from and against any and all losses resulting from liability to which the Trustees may be subjected by reason of any act or conduct (except willful misconduct, gross negligence) in their official capacities in the administration of the Plan, including all expenses reasonably incurred in their defense, in case the Employer fails to provide such defense. The indemnification provisions of this Section 13.03 shall not relieve the Trustees from any liability they may have for breach of a fiduciary duty.

13.03 Amendment to Vesting Schedule.

Although the Employer reserves the right to amend the vesting schedule at any time, the Third Party Administrator shall not apply the amended vesting schedule to reduce the Nonforfeitable percentage of any Participant's Accrued Benefit derived from Employer contributions (determined as of the later of the date the Employer adopts the amendment, or the date the amendment becomes effective) to a percentage less than the Nonforfeitable percentage computed under the Plan without regard to the amendment.

If the Employer makes a permissible amendment to the vesting schedule, each Participant having at least three (3) years of Vesting Service with the Employer may elect to have the percentage of his Nonforfeitable Accrued Benefit computed under the Plan without regard to the amendment. The Participant must file his election with the Plan Administrator within sixty (60) days of the latest of (a) the Employer's adoption of the amendment; (b) the effective date of the amendment; or (c) his receipt of a copy of the amendment. The Plan Administrator, as soon as practicable, shall forward a true copy of any amendment to the vesting schedule to each affected Participant, together with an explanation of the effect of the amendment, the appropriate form upon which the Participant may make an election to remain under the vesting schedule provided under the Plan prior to the amendment and notice of the time within which the Participant must make and election to remain under the prior vesting schedule. For purposes of this Section, an amendment to the vesting schedule includes any Plan amendment which directly or indirectly affects the computation of the Nonforfeitable percentage of an Employee's rights to his Employer derived Accrued Benefit.

ARTICLE XIV: PARTICIPANT ADMINISTRATIVE PROVISIONS

14.01 Beneficiary Designation.

Any Participant may from time to time designate, in writing, any person or persons, continentally or successively, to whom the Trustee shall pay various death benefits provided under the Plan on event of his death. The Third Party Administrator shall prescribe the form, and only one such form, for the written designation of Beneficiary and, upon the Participant's filing the form with the Employer or Third Party Administrator, it effectively shall revoke all designations filed prior to that date by the same Participant. Beneficiary designations may be made and/or maintained electronically, if the Employer has established a method that is reasonably calculated to provide accurate results.

14.02 No Beneficiary Designation.

If a Participant fails to name a Beneficiary in accordance with Section 14.01 of the Plan, or if the Beneficiary named by a Participant predeceases him or dies before complete distribution of all benefits payable under the Plan, then the Trustee shall pay such benefits in accordance with Article X of the Plan in the following order of priority, unless the Employer specifies a different order of priority in the Adoption Agreement, to:

(a) The Participant's Surviving Spouse; or

(b) if no Spouse is alive, the Participant's surviving children, including legally adopted children, in equal shares; or

(c) if no children are alive, the Participant's surviving parents, in equal shares; or

(d) if no parent is alive, the legal representative of the estate of the last to die of the Participant and his Beneficiary.

The Plan Administrator shall direct the Trustee as to the method and to whom the Trustee shall make payment under this Section 14.02. If no Beneficiary can be determined in accordance with (a) through (d) above, the Participant's benefits shall remain a part of the Employer's pension assets until his Beneficiary is found.

14.03 Personal Data to Third Party Administrator.

Each Participant and each Beneficiary of a deceased Participant must furnish to the Third Party Administrator such evidence, data or information as the Third Party Administrator considers necessary or desirable for the purpose of administering the Plan. The provisions of this Plan are effective for the benefit of each Participant upon the condition precedent that each Participant will furnish promptly full, true and complete evidence, data and information when requested by the Third Party Administrator, provided the Third Party Administrator shall advise each Participant of the effect of his failure to comply with its request.

14.04 Address for Notification.

Each Participant and each Beneficiary of a deceased Participant shall file with the Plan Administrator from time to time, in writing, his post office address and any change of post office address. Any communication, statement or notice addressed to a Participant, or Beneficiary, at his last post office address filed with the Plan Administrator, or shown on the records of the Employer, shall bind the Participant, or Beneficiary, for all purposes of this Plan.

14.05 Notice of Change in Terms.

The Plan Administrator shall furnish all Participants and Beneficiaries a summary description of any material amendment to the Plan or notice of discontinuance of the Plan and all other information required herein to be furnished without charge.

14.06 Litigation Against the Trust.

If any legal action filed against the Trustee or the Third Party Administrator, or against any individual(s) acting as the Third Party Administrator, by or on behalf of any Participant or Beneficiary, results adversely to the Participant or to the Beneficiary, the Trustee shall reimburse itself or the Third Party Administrator, or any member or members of the Third Party Administrator, all costs and fees expended by it or them by surcharging all costs and fees against the sums payable under the Plan to the Participant or to the Beneficiary, but only to the extent a court of competent jurisdiction specifically authorizes and directs such surcharges and only to the extent the Code does not prohibit any such surcharges.

14.07 Information Available.

Any Participant in the Plan or any Beneficiary may examine copies of the Plan, the Plan description, latest annual report, any bargaining agreement, contract, or any other instrument under which the Plan was established or is operated. The Third Party Administrator will maintain all of the items listed in this Section 14.07 in his office, or in such other place or places as he may designate from time to time in order to comply with all applicable regulations, for examination during reasonable business hours. Upon the written request of a Participant or Beneficiary the Third Party Administrator shall furnish him with a copy of any item listed in this Section 14.07. The Third Party Administrator may make a reasonable charge to the requesting person for the copy so furnished. The Third Party Administrator may provide Participants with any information required under any applicable federal or State of Georgia law via electronic communication, provided the electronic communication is not prohibited under such laws and the method of electronic communication is reasonably calculated to provide accurate results. A Beneficiary's right to (and the Third Party Administrator's or a Trustee's duty to provide to the Beneficiary) information or data concerning the Plan, shall not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan.

14.08 Appeal Procedure for Denial of Benefits.

(a) The Plan Administrator shall provide adequate notice in writing to any Participant or to any Beneficiary ("Claimant") whose claim for benefits under the Plan has been denied. The Plan Administrator's notice to the Claimant shall set forth:

(i) The specific reason for the denial;

(ii) Specific references to pertinent Plan provisions providing the basis for denial;

(iii) A description of any additional material and information needed for the Claimant to perfect his claim and an explanation of why the material or information is needed;

(iv) That any appeal the Claimant wishes to make of the adverse determination must be in writing to the Plan Administrator within seventy five (75) days after receipt of the Plan Administrator's written notice of denial; and

(v) That failure to provide the written appeal of the adverse determination to the Plan Administrator in writing within the seventy five (75) day period will render the Plan Administrator's determination final, binding and conclusive.

(b) After receiving written notice of the denial of a claim, a Claimant or his representative may:

(i) request a review of the denial by written application of the Plan Administrator;

(ii) review pertinent documents; and

(iii) submit issues and comments in writing to the Plan Administrator.

(c) No later than sixty (60) days following the receipt of the written application for review, the Plan Administrator shall submit its decision on the review in writing to the Claimant and to his representative, if any. However, a decision on the written application for review may be extended, if special circumstances require an extension of time, to a day no later than one hundred twenty (120) days after the date of receipt of the written application for review. The decision shall include specific reasons for the decision and specific references to the pertinent provisions of the Plan on which the decision is based.

ARTICLE XV: CONTRIBUTIONS AND ADMINISTRATION OF FUNDS

15.01 Use of Trust Fund.

The terms of the Trust shall govern the establishment of the Trust Fund from which the benefits provided by the Plan shall be paid. All contributions paid over to the Trustees shall be invested in accordance with the terms of the Plan and Trust.

15.02 Use of Group Annuity Contracts.

In the discretion of the Trustee, the Plan may use one or more group annuity contracts as a funding vehicle in lieu of or in addition to the Trust. In the event of any conflict between terms of the Plan and those of any such group annuity contract, the terms of the Plan shall control.

15.03 Amount of Employer Contributions.

Each Employer shall contribute to the Trust Fund such amounts as are necessary to fund its respective benefits under the Plan, and shall contribute such additional amounts as the Trustees (based on the recommendation of the Actuary and Third Party Administrator) deem necessary or desirable to maintain the actuarial soundness of the Plan. The Trustees may establish a formal funding policy for this purpose.

15.04 Use of Forfeitures.

Forfeitures and investment income attributable to contributions shall be used to reduce Employer contributions and shall not be used hereunder the increase the benefit of any person.

15.05 Payment of Contributions.

Contributions shall be paid by the Employer to the Trustees or the Trust Fund manager. The Trustees or Third Party Administrator shall provide each Employer instructions regarding the payment of contributions, including: the schedule for paying contributions; the deadline for paying contributions; the amount of contributions due; and to whom contributions shall be sent.

15.06 Contingent Nature of Employer Contributions.

Contributions made by each Employer are hereby made expressly contingent on the maintenance of a qualified status by the Plan for the year with respect to which such contribution is made.

15.07 Form of Employer Contribution.

Employers may pay their contributions to the Trustees or Trust Fund manager in cash or cash equivalent or, if acceptable to the Trustees or Trust Fund manager, marketable securities.

15.08 Exclusive Benefit.

Except as provided under Article III and Article XII, the Employer shall have no beneficial interest in any asset of the Trust or Trust Fund and no part of any asset in the Trust or Trust Fund shall ever revert to or be repaid to an Employer, either directly or indirectly; nor prior to the satisfaction of all liabilities with respect to the Participants and their Beneficiaries under the Plan, shall any part of the corpus or income of the Trust Fund, or any asset of the Trust, be (at any time) used for or diverted to purposes other than the exclusive benefit of the Participants or their Beneficiaries.

15.09 Condition for Refund of Contributions.

Notwithstanding Section 15.08 of the Plan, if and to the extent permitted by the Code and other applicable laws and regulations thereunder, upon the Employer's written request, a contribution which is made by a mistake in fact shall be returned to the Employer making the contribution within one (1) year after the mistaken payment of the contribution.

15.10 Evidence.

Anyone required to give evidence under the terms of the Plan may do so by certificate, affidavit, document or other information which the person to act in reliance may consider pertinent, reliable and genuine, and to have been signed, made or presented by the proper party or parties. The Trustees shall be fully protected in acting and relying upon any evidence described under the immediately preceding sentence.

15.11 No Responsibility for Employer Action.

The Trustees shall not have any obligation nor responsibility with respect to any action required by the Plan to be taken by the Employer, any Participant or eligible Employee.

15.12 Waiver of Notice.

Any person entitled to notice under the Plan may waive the notice.

15.13 Successors.

The Plan shall be binding upon all persons entitled to benefits under the Plan, their respective heirs and legal representatives, upon the Employer, its successors and assigns, and upon the Plan Administrator and its successors.

15.14 Word Usage.

Words used in the masculine shall apply to the feminine where applicable, and wherever the context of the Employer's Plan dictates, the plural shall be read as the singular and the singular as the plural.

15.15 State Law.

The laws of the State of Georgia shall determine all questions arising with respect to the provisions of this Agreement except to the extent Federal statute supersedes State law.

15.16 Employment Not Guaranteed.

Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any account, or the payment of any benefit, shall give any Employee, Participant, or Beneficiary any right to continue employment, any legal or equitable right against the Employer, or an Employee of the Employer, or against the Trustee, or its agents or employees or against the Third Party Administrator, except as expressly provided by the Plan or by a separate agreement.

ARTICLE XVI: AMENDMENT AND TERMINATION

16.01 Amendment by Plan Sponsor.

The Plan may be amended at any time and from time to time, in the sole discretion of the Plan Sponsor, by a written instrument executed by the Plan Sponsor. Each amendment shall state the date to which it is either retroactively or prospectively effective. Any amendment which is required by the Internal Revenue Service in order for the Plan or Trust to qualify or continue to be qualified under the applicable provisions of the Code, or which in the judgment of the Plan Sponsor is necessary or appropriate to such qualifications or continued qualification, may be made effective retroactively. Each Employer, by executing an Adoption Agreement, shall thereby delegate to the Plan Sponsor the power to amend the Plan and shall thereby be deemed to have assented to any such amendment. Employers will be notified in writing of any Plan amendments made by the Plan Sponsor.

16.02 Amendment by Employer.

The Employer may amend the Plan or the Adoption Agreement from time to time under the circumstances provided below. Each Amendment shall specify its effective date and unless otherwise specified, Amendments are assumed to be applied prospectively from its effective date.

(a) Plan Amendment

The Employer, with the consent of the Trustees, may amend the Plan by changing the provisions of the Plan document. The Employer shall identify to the Trustees and the Third Party Administrator the desired Plan changes and any other information related to the changes the Trustees and the Third Party Administrator may require.

(b) Adoption Agreement Amendment

The Employer may amend the Plan by changing its election of options in the Adoption Agreement, in the manner it deems necessary or advisable. The Employer shall identify to the Trustees and the Third Party Administrator the type of Adoption Agreement changes and any information related to the changes the Trustees and the Third Party Administrator may require.

(c) Application of Amendments

An Amendment shall be considered to be of General Application or Limited Application as described below:

(i) General Application

Amendments of General Application, as of the Effective Date of the Amendment shall apply to:

A. all current and future Eligible Employees; and

B. all past and future Eligibility Service, Vesting Service and Credited Service.

(ii) Limited Application

Amendments of Limited Application shall be all other Amendments not of General Application. Amendments of Limited Application shall, at a minimum, include:

A. the specific Class of Employee, as identified in the Adoption Agreement Addendum, if applicable, which will be affected; and

B. the specific Service, if applicable, which will be affected.

16.03 Limitations on Amendments.

No amendment shall be made that would jeopardize the qualified status of the Plan.

No amendment shall authorize or permit any portion of the Trust Fund (other than the part which is required to pay investment or administration expenses) to be used for or diverted to purposes other than for the exclusive benefit of the Participants or their Beneficiaries.

No amendment shall have the effect of decreasing a Participant's Nonforfeitable Accrued Benefit, including a change in the actuarial assumptions provided in Adoption Agreement or in the Compensation levels used to determine a Participant's Normal Retirement Pension.

No amendment shall affect the rights, duties, or responsibilities of the Trustees or the Plan Sponsor without the written consent of the Trustees or the Plan Sponsor.

If the Employer amends the Plan in any manner that is not satisfactory to the Trustees, or takes any other action with respect to the Plan that the Trustee deems to be unsatisfactory, the Trustees shall give ninety (90) days written notice to the Employer that such amendment or action is being treated as notice of the Employer's intent to withdraw from the Trust, and the provisions of Section 16.05 shall apply.

16.04 Termination or Freeze by Plan Sponsor.

By establishing the Plan, the Plan Sponsor represents that the Plan is intended to be a permanent and continuing program for providing benefits to the Participants therein. However, the Plan Sponsor shall have the right, at any time, to suspend or discontinue the Plan, and to terminate the Plan. The Plan shall terminate or freeze upon action of the Plan Sponsor provided the Plan Sponsor gives the Trustees ninety (90) days prior notice of termination. Each Employer shall be promptly advised of the Plan Sponsor's decision to terminate or freeze the Plan in writing.

16.05 Termination or Freeze by Employer.

By adopting the Plan, the Employer represents that the Plan is intended to be a permanent and continuing program for providing benefits to the Participants therein. The Employer shall have the right to suspend or discontinue its contributions under the Plan, to freeze eligibility and benefits under its Plan, and to terminate its participation in its Plan upon not less than ninety (90) days advance written notice to the Trustees. A termination of the Employer's Plan shall be effective as of the last day of the Plan Year, which follows receipt of the notice of withdrawal (unless the Employer and Trustees agree upon a different date).

(a) Complete Plan Termination

If Employer intends to completely terminate the Plan, the Trustees shall determine the amount of Plan assets attributable to the Employer in accordance with policies and procedures established by the Trustees and provided in the Trust Agreement or a separate written instrument. The Trustees shall use the Trust assets attributable to the Employer to purchase deferred paid-up annuities for the benefits described in (b)(i) through (iii) below.

(b) Continuation of Plan with Successor Trustee

If the Employer intends to continue the Plan in substantially the same form with a successor trustee, the Trustees shall determine the amount of Plan assets attributable

to the Employer in accordance with policies and procedures established by the Trustees and provided in the Trust Agreement or a separate written instrument. After the determination of the assets attributable to the Employer, the Trustee, with consent of the Employer, may apply the assets of the portion of the Trust attributable to the Employer to either:

(i) Purchase deferred paid-up annuities for all vested accrued benefits of all Plan Participants;

(ii) Purchase deferred paid-up annuities for all vested accrued benefits of Plan Participants who are former Employees of the Employer;

(iii) Purchase deferred paid-up annuities for all accrued benefits of retired Employees of the Employer; or

(iv) Not purchase any deferred paid-up annuities.

Any remaining assets of the Trust attributable to the Employer, shall, after satisfaction of the requirements of this Section, be transferred to the successor trustee designated by the Employer, as soon as practical after the later of the December 31st or ninety (90) days following the date of determination of any such remaining assets.

(c) Annuities Purchased

If any annuities are purchased by the Trustee in accordance with subsections (a) or (b) hereof, at the option of the Trustee, such annuities shall be either (i) held by the Trustee, (ii) transferred to a successor trustee, or (iii) transferred to the applicable Employee or Beneficiary.

(d) Warranties

Upon termination of the Plan, and prior to the Trustee transferring any assets to a successor trustee, the Employer shall warrant and certify to the Trustee, in a manner satisfactory to the Trustees, the following:

(i) The successor trustee has been duly appointed by the Employer;

(ii) The plan document pursuant to which the Plan will continue to be maintained, is qualified under Section 401(a) of the Internal Revenue Code;

(iii) The assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Plan Participants and their Beneficiaries;

(iv) The successor plan document does not reduce the accrued benefit, vested percentage or existing benefit options of any Plan Participant;

(v) The Employer has met all minimum funding requirements applicable to the Plan in accordance with the Trustee's funding policy (unless the Trustees waive such requirement) and the applicable provisions of the Official Code of Georgia; and

(vi) To the extent permitted by federal, state or local law, the Employer agrees to indemnify the Trustees, and the Plan Sponsor from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of withdrawal from the Trust.

16.06 Effect of Termination.

Upon termination of the Plan by the Plan Sponsor, the provisions of Sections 16.10 of the Plan (relating to 100% vesting), 16.07 of the Plan (relating to allocation of Plan assets), and 16.08 of the Plan (relating to Plan assets in excess of Plan benefits) shall apply. Upon termination of the Plan by an Employer, the provisions of those Sections shall apply only with respect to such Employer and the Employees, Participants, and Beneficiaries under such Employer's Plan.

16.07 Distribution Upon Termination of Trust.

If the Employer terminates the Plan, the Trustees shall determine the amount of Plan assets attributable to the Employer in accordance with policies and procedures established by the Trustees and provided in the Trust Agreement or a separate written instrument. The Trustee shall allocate assets of the Plan among the Participants and Beneficiaries according to the following priorities:

(a) Benefits payable as an annuity, in the case of the benefit of a Participant or Beneficiary which was in pay status as of the termination date of the Plan, each such benefit, based on the provisions of the Plan under which such benefit would be the least;

(b) All other Nonforfeitable benefits under the Plan; and

(c) Any other benefits under the Plan.

If assets are insufficient to provide all benefits under the Plan, the Trustee shall allocate such assets to satisfy obligations within each category by order of priority. If assets are insufficient to provide all benefits under a priority category, the Trustee shall allocate assets to Participants within that category in the ratio which each Participant's total benefit bears to the total benefits of all Participants within that category.

16.08 Overfunding.

If the Employer has overfunded the Plan at the time it terminates the Plan, the Trustee may return the amount by which the Employer has overfunded the Plan to the Employer after all liabilities under the Plan have been paid. The Plan's Actuary shall determine the amount of the overfunding. The Employer shall state by written request to the Trustee the amount of any overfunding it wishes the Trustee to return to it upon termination of the Plan.

16.09 Notice Requirements.

Prior to any final decision by an Employer to terminate the Plan or to withdraw from the Trust, an Employer desiring to so terminate or withdraw shall hold a hearing after giving prior written notice to each Employee of the Employer stating the time, location, and purpose of such hearing, in addition to any other notice required by law. The purpose of such hearing shall be to provide information to and answer any question from the Employees as to any successor trustees, the provisions of any successor plan, the differences between the Plan and any successor plan, any effects of the proposed termination or withdrawal on the Employees, and all other relevant information.

16.10 Full Vesting on Termination.

Notwithstanding any other provision of this Plan to the contrary, upon either full or partial termination of the Plan or the discontinuance of contributions under the Plan (i.e. a freeze), under Sections 16.04 or 16.05 of the Plan, the Accrued Benefit of those Participants, Beneficiaries, and joint annuitants affected shall become one hundred percent (100%) vested and Nonforfeitable to the extent funded.

ARTICLE XVII: QUALIFIED GOVERNMENTAL EXCESS BENEFIT ARRANGEMENT

17.01 Section 415(m) Arrangement.

This Article XVII shall provide additional benefits under the Plan for Participants whose Accrued Benefit exceeds the Maximum Permissible Dollar Limitation under Section 12.11 of the Plan. The benefits provided under this Article XVII are intended to be provided under a qualified governmental excess benefit arrangement within the meaning of Section 415(m) of the Code and shall consist only of excess benefits that would otherwise be payable under the terms of Plan except for the limitations imposed by Code Section 415 and Section 12.11 of the Plan.

17.02 Benefits.

The amount of monthly benefit payable to a Participant under this Article XVII shall be determined by subtracting the amount determined under subsection (b) from the amount determined under subsection (a) where (a) and (b) are:

(a) The amount of Pension payable to the Participant under the Plan, in the form of distribution elected by the Participant, disregarding Code Section 415 maximum benefits provisions of Section 12.11.

(b) The amount of Pension payable to such a Participant under the Plan in the form of distribution elected by the Participant, as limited by Section 12.11.

Any cost of living adjustment otherwise applicable to the Pension payable under the Plan shall also apply to the excess benefits payable under this Article XVII.

17.03 Payments to Participants.

Payment of excess benefits under this Article shall be made in the same form and at the same time as Pension payments under the Plan. Any designation of Beneficiary under the Plan shall also apply to the excess benefits payable under this Article.

17.04 Benefits Upon Reemployment.

If a Participant, who is receiving benefits under the Plan, is reemployed by the Employer, any excess benefits payable under this Article shall be treated in the same manner as his Pension payments under the Plan.

17.05 Limitation on Benefits.

In no event shall a Participant be entitled to receive total benefits from the Plan, including the benefits payable under this Article XVII, in excess of the benefits he would have received under Plan had the limitations under Code Section 415 not applied to the Plan.

17.06 Errors and Omissions.

If an error or omission is discovered in the calculation of excess benefits under this Article XVII, appropriate, equitable adjustments may be made as soon as administratively practicable following the discovery of such error or omission.

17.07 Taxes.

If all or any part of any Participant's or Beneficiary's benefits under this Article XVII shall be determined by the Internal Revenue Service to be subject to federal income tax in an earlier year then such benefit otherwise becomes distributable under the Plan, the Participant or Beneficiary shall have the right to receive an immediate benefit in an amount equal to the

amount upon which the income tax due is based. If all or any part of any Participant's or Beneficiary's benefit under the Plan shall become subject to any estate, inheritance, income, employment or other tax which the Employer shall be required to pay or withhold, the Employer shall have the full power and authority to withhold and pay such tax out of distributions to the Participant or Beneficiary whose interests are so affected.

17.08 Source of Funds.

Except as otherwise provided below, the Employer shall provide the excess benefits described in this Article from its general assets and ultimately shall have the obligation to pay all excess benefits due to Participants and Beneficiaries under this Article. No contribution from any Participant shall be required or permitted to fund the excess benefits under this Article. The Board of Trustees may provide for a separate rabbi trust and require the Employer to pay over funds from time to time to such trust. To the extent that funds in such trust are sufficient, the trust assets shall be used to pay benefits under this Article. If such trust assets are not sufficient to pay such benefits due, then the Employer shall have the obligation, and the Participant or Beneficiary, who is due such benefits, shall look to the Employer to provide such benefits.

17.09 Trust.

The Employer shall transfer all or any portion of the funds necessary to fund benefits accrued under this Article to the Board of Trustees to be held and administered by the Trustees pursuant to the terms of the a rabbit trust agreement. Each transfer into the trust shall be irrevocable as long as the Employer has any liability or obligations under this Article to pay excess benefits, such that the trust property is in no way subject to use by the Employer; provided, it is the intent of the Employer that the assets held by the trust are and shall remain at all times subject to the claims of the general creditors of the Employer in the case of insolvency as defined in the rabbi trust document. No Participant or Beneficiary shall have any interest in the assets held by the trust or in the general assets of the Employer other than as a general, nonsecured creditor. Accordingly, neither the Employer nor the Trustees shall grant a security interest in the assets held by the trust in favor of the Participants, Beneficiaries or any creditor.

GEBCorp
an ACCG company

DATE: June 26, 2015

TO: Lumpkin County, a Participating Employer in the ACCG Defined Benefit Plan

RE: INSTRUCTIONS to Complete the Restatement and IRS Filing of your ACCG Defined Benefit Plan

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We are writing to follow up on our first notice regarding actions that must be taken to restate your ACCG Defined Benefit (DB) Retirement Plan and file the Plan with the IRS, in order to protect the Plan's tax-qualified status. Below is a list of the next steps you need to take to ensure your Plan is restated and filed with the IRS in a timely manner.

1. Keep Enclosed Restated Model Plan Effective 1-1-2015 for Your Files

Enclosed is a restated Model Plan document ("ACCG DEFINED BENEFIT PLAN FOR COUNTY EMPLOYEES," referred to as the "Model Plan Effective 1-1-2015"), which has been approved by the ACCG Board of Managers. The Model Plan Effective 1-1-2015 reflects changes in federal and state law requirements. A summary of these changes was included in our first notice regarding the restatement. Please keep a copy of the Model Plan Effective 1-1-2015. It is not necessary for you to execute the Model Plan Effective 1-1-2015.

2. Execute and Return Enclosed Restated 1-1-2015 Adoption Agreement

In order to adopt the Model Plan Effective 1-1-2015, and complete the restatement process, it is necessary that the enclosed restated Adoption Agreement (and Addendum, if applicable) be executed on behalf of your jurisdiction. The restated Adoption Agreement has been completed to reflect your current Plan elections. The Addendum, if applicable, has been completed to reflect any prior amendments to the Plan or Adoption Agreement that you have adopted with respect to one or more classes of employees.

However, a few new elections have been added to the Adoption Agreement to reflect changes in the law or administrative requirements. Enclosed with this notice is a summary of these new provisions. Your restated Adoption Agreement has been completed to reflect suggested "default" elections in connection with these new items. **Please contact us *before the Adoption Agreement is executed* if you want to check a box or make an election other than the default election shown in your Adoption Agreement for each of these items.**

400 Galleria Parkway
Suite 1250
Atlanta, GA 30339
p 770.952.5225
t 800.736.7166
f 770.563.9356

gebcorp.com

To execute the restated Adoption Agreement, first make sure that your governing Board has adopted the resolution we sent earlier (the RESOLUTION TO ADOPT AMENDED AND RESTATED PLAN). Once the resolution has been passed, **please have your Board Chairman sign and date the Adoption Agreement in the signature block on the last page of the Adoption Agreement**. If there is an Addendum to your Adoption Agreement, please have your Board chairman also sign and date the Addendum in the space provided.

3. Execute and Return Enclosed IRS Form 2848

As we explained in our first notice, ACCG will be filing your restated plan documents for approval by the IRS. The enclosed IRS Form 2848 is a limited power of attorney which gives outside counsel for ACCG permission to file your restated Plan with the IRS and talk to the IRS on behalf of your jurisdiction regarding the Plan. **In order to facilitate the IRS filing for your Plan, please have your Board Chairman sign and date the enclosed IRS Form 2848 in the space provided in the middle of page 2)**.

Following execution of IRS Form 2848, please return it along with a copy of the executed Adoption Agreement and the executed Addendum, (if applicable) to Brent Williams, Customer Relations Director, ACCG at bwilliams@accg.org or 404.522.5022, Extension 180.

Once we have received these documents, we can complete the IRS Form 5300 (Application for IRS Determination Letter) and send it to you for execution. The IRS Form 5300 cannot be completed until you have executed and returned the restated Adoption Agreement (and Addendum, if applicable). Please keep a copy of all of these executed documents for your files.

Thank you for your attention to the above. If you have any technical questions regarding the filing, please contact me at 770-952-5225 or 800.736.7166; kalehodges@gebcorp.com.

Sincerely,

R. Kale Hodges
Retirement Services Director
GEBCorp, an ACCG Company

ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA DEFINED BENEFIT PLAN FOR LUMPKIN COUNTY EMPLOYEES

The undersigned, **Lumpkin County, Georgia** ("Employer"), by executing this Adoption Agreement, elects to become a participating Employer in the Association County Commissioners of Georgia Defined Benefit Plan (the "Plan") and the Association County Commissioner of Georgia Defined Benefit Plan Master Trust Agreement (the "Trust") sponsored by the Association County Commissioners of Georgia ("ACCG") and hereby adopts the accompanying Plan and Trust documents in full as if the Employer were a signatory to those agreements. The Employer makes the following elections granted under the provisions of the Plan.

TYPE OF PLAN ADOPTION

[--] **New Plan**

[X] **Amendment and Restatement of Previously Adopted Plan**

ARTICLE I: DEFINITIONS

Any capitalized terms used in this Adoption Agreement but not defined herein shall be given the meaning set forth in the Plan and Trust.

1.03 <u>ACTUARIAL EQUIVALENCE OR ACTUARIAL EQUIVALENT.</u>

<u>Interest Rates</u>

For purposes of determining amounts transferred to another qualified pension plan:

[X] A rate of **eight** percent **(8.0%)**

[--] A rate based on the following index:

For all other purposes

[X] A rate of **seven** percent **(7.0%)**

[--] A rate based on the following index:

1.07 <u>AVERAGE MONTHLY COMPENSATION.</u>

[X] Number of consecutive months to use in the calculation: **sixty (60)**

[X] Maximum number of most recent consecutive months to consider for the calculation: **one hundred twenty (120)** (not less than number above)

1.11 <u>CODE.</u>

The term "Code" means the Internal Revenue Code of 1986, as amended.

1.12 COMPENSATION.

[X] The total amount of all payments, direct or indirect, made by the Employer to an Employee for services rendered to the Employer, for a calendar year which ends within a Plan Year, as defined in Code Section 3401(a) for purposes of tax withholding at the source (as reported to the Employee on Form W-2 for such year). Compensation shall include before-tax or salary deferral contributions made to this Plan or any other plan of the Employer, under a Code Section 132(f)(4) qualified transportation plan or under Code Sections 125, 402(g)(3), 457 or 414(h), on behalf of a Participant for such Plan Year.

[--] Other (specify):

1.13 CREDITED SERVICE.

Method of Measurement

[--] Hours of Service Method

[X] Elapsed Time Method

Adjustments to Credited Service	**Include**	**Exclude**
Maximum years of Credited Service	**[--]**	**[X]**
Maximum Years:		
Unused sick leave	**[--]**	**[X]**
Unused annual leave	**[--]**	**[X]**
Eligibility Service	**[X]**	**[--]**
Service when no Participant contributions were made (for contributory plans only)	**[--]**	**[--]**

1.15 DISABILITY OR DISABLED.

[X] A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be, entitled to disability retirement benefits under the federal Social Security Act.

[--] A disability of a Participant within the meaning of Code Section 72(m)(7), to the extent that the Participant is, or would be entitled to recover benefits under any long term disability plan or policy maintained by the Employer.

1.20 EFFECTIVE DATE.

[--] For the establishment of a new qualified Plan of the Employer with an Effective Date of _____ ("Original Effective Date").

[X] For an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which had a previous effective date of **January 1, 2003** ("Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is **January 1, 2015.**

1.22 ELIGIBILITY SERVICE.

Method of Measurement

[--] Hours of Service Method

[X] Elapsed Time Method

1.23 EMPLOYEE.

	Include	Exclude
Employees, other than Elected Officials		
All Employees	[--]	[--]
Full-time Employees only	[X]	[--]
[X] Working for the Employer at least **thirty-two (32)** Hours of Service per week for Compensation		
[--] Other Definition:		
Other Employees	[--]	[--]
Definition of Other Employee:		
Elected or Appointed Officials of the Employer (With no other Publicly Funded Retirement or Pension Plan)		
County Commissioners	[X]	[--]
Coroner	[X]	[--]
Magistrate	[X]	[--]
Elected or Appointed Officials of the Employer (With one or more other Publicly Funded Retirement or Pension Plan)		
Sheriff	[X]	[--]
Tax Commissioner (hired before 7/1/2012)	[X]	[--]
Clerk of Superior Court	[X]	[--]
Chief Magistrate Judge	[X]	[--]
Probate Court Judge	[X]	[--]
Other Elected or Appointed Officials Eligible for Limited Plan Participation (Based solely on Allowable Compensation)		
State Court Judge	[--]	[X]
Juvenile Court Judge	[--]	[X]
Superior Court Judge	[--]	[X]
Solicitor or Solicitor General	[--]	[X]
District Attorney	[--]	[X]
Other Elected Officials Eligible for Limited Plan Participation (specify):	[--]	[--]

Other Personnel Eligible to Participate in One or More Other Publicly-funded Retirement or Pension Plans	**Include**	**Exclude**
Employees of the Tax Commissioner (hired before 7/1/2012)	**[--]**	**[--]**
Tax Commissioner and Employees of Tax Commissioner (If not participating in the Employees' Retirement System of Georgia)		
Tax Commissioner (hired on or after 7/1/2012)	**[X]**	**[--]**
Employees of Tax Commissioner (hired on or after 7/1/2012)	**[X]**	**[--]**
Other Personnel Receiving Supplemental Compensation from Employer		
Extension Agents	**[--]**	**[X]**
Other (specify):	**[--]**	**[--]**

Excluded Employees

[X] No other excluded employees

[--] Excluded employees (specify**):**

1.26 EMPLOYER.

The term "Employer" means **Lumpkin County, Georgia**.

1.44 PLAN.

The name of the Plan as adopted by the Employer is the Association County Commissioners of Georgia Defined Benefit Plan for **Lumpkin County Employees**.

1.46 PLAN ENTRY DATE.

[--] January 1st

[--] Employee's Employment Commencement Date (the first day of the first pay period)

[X] The first day of the month

[--] The first day of the calendar year quarter

[--] Other (specify):

1.61 VESTING SERVICE.

Method of Measurement

[--] Hours of Service Method

[X] Elapsed Time Method

Adjustments to Vesting Service	**Include**	**Exclude**
Service before the Original Effective Date of the Plan	**[X]**	**[--]**
Unused sick leave	**[--]**	**[X]**
Unused annual leave	**[--]**	**[X]**

ARTICLE II: EMPLOYEE PARTICIPATION

2.01 PARTICIPATION ELIGIBILITY.

Eligibility Date Determination

[X] Date on which the Employee completes **three (3)** years of Eligibility Service

[--] The Employee's Employment Commencement Date

[--] The earlier date on which the Employee completes **_____ (____)** years of Eligibility Service or attains age **_____ (____)**

[--] Other date (specify):

ARTICLE III: EMPLOYER CONTRIBUTIONS

3.03 TIME OF PAYMENT OF CONTRIBUTION.

Contribution Remittance

[X] On an annual basis

The later of March 31 of the year following the Plan Year for which the contribution obligation has occurred or thirty (30) days after the Plan Administrator notifies the Employer of its required contribution.

[--] On a payroll basis

If such contributions during the Plan Year are insufficient to pay the required contribution as calculated by the Actuary, an additional contribution in the amount of the insufficiency shall be made in accordance with a contribution remittance made on an annual basis. If such contributions during the Plan Year are in excess of the required contribution as calculated by the Actuary, such excess contribution shall be applied to the required contribution for the following Plan Year.

[--] On another basis (specify):

ARTICLE IV: PARTICIPANT CONTRIBUTIONS

4.01 PARTICIPANT PAYROLL DEDUCTION CONTRIBUTIONS (AFTER-TAX).

Contribution Requirement

[X] Not Permitted

[--] Mandatory by the Participant in an amount equal to _____ percent **(_____%)** of Compensation

Contribution Remittance

[--] On a payroll basis

[--] On an annual basis

4.06 EMPLOYER PICK-UP CONTRIBUTIONS (PRE-TAX).

Contribution Requirement

[X] Not Required

[--] Required in an amount equal to _____ percent **(_____%)** of Compensation

Contribution Remittance

[--] On a payroll basis

[--] On a monthly basis

4.07 EARNINGS ON ACCUMULATED PARTICIPANT CONTRIBUTIONS.

Interest Crediting Rate:

[--] Fixed rate: _____ percent **(_____%)**

[--] Index rate (specify index name):

[--] Other rate or method (specify method):

4.09 REPAYMENT OF PARTICIPANT CONTRIBUTION ACCOUNT.

Minimum Repayment Amount

[--] The minimum repayment amount shall not be less than _____ percent **(_____%)** of the previously refunded amount including interest.

[--] There shall be no minimum repayment amount.

In no event shall the minimum repayment amount be less than the amount necessary to restore a minimum one (1) year of Credited Service unless the total amount of Credited Service eligible to be restored is less than one (1) year.

Repayment Time Period

[--] Repayment must be made within _____ **(_____) days** of the subsequent Participant's Reemployment Commencement Date.

[--] Repayment must be made anytime between the subsequent Participant's Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

ARTICLE V: NORMAL AND LATE RETIREMENT PENSION

5.02 ELIGIBILITY FOR NORMAL OR LATE RETIREMENT PENSION.

[--] The date the Participant attains **_____ (____)** years of age.

[X] The later of the date:

[X] The Participant attains **sixty-five (65)** years of age

[X] The Participant completes **five (5)** years of Vesting Service

[--] The earlier of date determined above and the later of the date:

[--] The Participant attains **_____ (____)** years of age

[--] The Participant completes **_____ (____)** years of Vesting Service

[--] Other date (specify) (no later than age 65):

5.03 AMOUNT OF NORMAL OR LATE RETIREMENT PENSION.

A Participant's Normal or Late Retirement Pension shall be calculated using the following Pension Benefit Formula(s):

[X] Single tiered Formula

One percent **(1.00%)** of a Participant's annualized Average Monthly Compensation multiplied by years of Credited Service

[--] Multi tiered Formula

_____ percent **(_____%)** of a Participant's annualized Average Monthly Compensation up to and including **_____** multiplied by years of Credited Service, plus

_____ percent **(_____%)** of a Participant's annualized Average Monthly Compensation above **_____** multiplied by years of Credited Service

[--] Fixed Dollar Amount

A fixed dollar amount of **$_____** multiplied by years of Credited Service.

[--] Percentage of annualized Average Monthly Compensation

_____ percent **(____%)** of annualized Average Monthly Compensation multiplied by the ratio of years of Credited Service to the total of: (1) the years of Credited Service plus (2) the years remaining until the Participant's Normal Retirement Date. The multiplier shall not be less than zero (0) nor greater than one (1).

All formulas specified in this Section shall be added together to determine the Normal or Late Pension benefit.

5.04 COMPUTATION AND PAYMENT OF NORMAL OR LATE RETIREMENT PENSION.

Involuntary Lump Sum Payment

[X] Required

[--] Not Required

ARTICLE VI: EARLY RETIREMENT PENSION

6.01 OFFERING OF EARLY RETIREMENT PENSION.

[--] The Plan offers an Unreduced Early Retirement Pension

[X] The Plan offers a Reduced Early Retirement Pension

[--] The Plan does not offer an Early Retirement Pension

6.02 ELIGIBILITY FOR EARLY RETIREMENT PENSION.

For Unreduced Early Retirement Pension

[--] The later of the date:

[--] The Participant attains **_____ (____)** years of age

[--] The Participant completes **_____ (____)** years of Vesting Service

[--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of **_____ (____)**

[--] The earlier of date determined immediately above and the later of the date:

[--] The Participant attains **____ (____)** years of age

[--] The Participant completes **____ (____)** years of Vesting Service

[--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of **____ (____)**

For Reduced Early Retirement Pension

[X] The later of the date:

[X] The Participant attains **sixty (60)** years of age

[X] The Participant completes ten **(10)** years of Vesting Service

[--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of **_____ (____)**

[--] The earlier of date determined immediately above and the later of the date:

[--] The Participant attains **_____ (____)** years of age

[--] The Participant completes **_____ (____)** years of Vesting Service

[--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of **_____ (____)**

6.03 AMOUNT OF EARLY RETIREMENT PENSION.

Pension Benefit Reduction/Reduced Early Retirement Pension

If the Plan offers a Reduced Early Retirement Pension, the Pension Benefit will be reduced for each month that the Benefit Commencement Date precedes a Participant's Normal Retirement Date using one of the following reduction factors:

[X] Actuarial reduction using the Actuarial Equivalence specified in Section 1.03 of this Adoption Agreement

[--] Uniform monthly reduction at the monthly rate of _____ percent **(_____%)**

[--] Other reduction factor or schedule (specify):

6.04 COMPUTATION AND PAYMENT OF EARLY RETIREMENT PENSION.

Voluntary Lump Sum Payment

[X] Permitted

[--] Not Permitted

ARTICLE VII: DISABILITY PENSION

7.01 OFFERING OF DISABILITY PENSION.

[X] The Plan does not offer a Disability Pension

[--] The Plan offers a Disability Pension

7.02 ELIGIBILITY FOR DISABILITY PENSION.

The later of the date:

[--] The Participant attains _____ **(____)** years of age

[--] The Participant completes _____ **(____)** years of Vesting Service

Eligibility shall be determined as of the date the Participant becomes Disabled as specified in Section 1.15 of this Adoption Agreement.

7.03 AMOUNT OF DISABILITY PENSION.

[--] _____ percent **(____%)** of his Normal Retirement Pension adjusted to reflect the Participant's annualized Average Monthly Compensation and Credited Service as of the date of Disability.

[--] _____ percent **(____%)** of his annualized Average Monthly Compensation at the time of Disability.

7.04 COMPUTATION AND PAYMENT OF DISABILITY PENSION.

Benefit Commencement Date shall be the later of:

[--] The first day of the month coinciding with or next following the later of: (1) the date of the first payment associated with the program, plan, or policy elected by the Employer in Section 1.15 of this Adoption Agreement, or (2) the Participant's Termination of Employment Date on or after his Disability Date.

[--] The date the Participant attains **_____ (____)** years of age on or after his Disability Date.

ARTICLE VIII: DEFERRED VESTED PENSION

8.04 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.

Voluntary Lump Sum Payment

[X] Permitted

[--] Not Permitted

Involuntary Lump Sum Payment

[X] Required

[--] Not Required

8.05 VESTING SCHEDULE.

The Employer elects the following vesting schedule:

[--]

Immediately upon Plan Entry Date	100% Vested in Accrued Benefits

[--]

Full Years of Vesting Service with the Employer	Percent Vested in Accrued Benefit
Less than **_____ (___)** years	0%
_____ (___) years or more	100%

[X]

Full Years of Vesting Service with the Employer	Percent Vested in Accrued Benefit
1 years	**0%**
2 years	**0%**
3 years	**75%**
4 years	**100%**
_____ years	**_____%**
_____ years	**_____%**

ARTICLE IX: DEATH BENEFITS

9.01 PRE-RETIREMENT DEATH BENEFIT.

Offering of Pre-Retirement Death Benefit

[--] Not Offered

[X] Offered

Benefit Type and Amount

[X] Lump Sum Benefit

[--] The amount of the death benefit shall be equal to **_____** percent **(____%)** of the Participant's annualized Average Monthly Compensation as of the end of the Plan Year immediately preceding the date of the Participant's death.

[X] The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the estimated monthly amount of the Participant's Normal Retirement Pension.

Maximum Lump Sum Benefit

[X] Subject to a maximum amount of **fifty thousand** dollars **($50,000)**

[--] Not subject to any maximum dollar amount

[--] Annuity Benefit

The amount of the death benefit, payable monthly to the beneficiary or beneficiaries, shall be equal to **_____** percent **(____%)** of the Participant's Nonforfeitable Accrued Benefit as of the date of the Participant's death.

Permitted Beneficiaries for Annuity Benefit

[--] Spouse Only

[--] Spouse and Minor Children Only

[--] No Limitation

9.02 POST-RETIREMENT DEATH BENEFIT.

Offering of Post-Retirement Death Benefit

[--] Not Offered

[X] Offered

Benefit Type and Amount

[X] Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.02 of the Plan.

9.03 DISABILITY DEATH BENEFIT.

Offering of Disability Death Benefit

[X] Not Offered

[--] Offered

Benefit Type and Amount

[--] Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **_____ (____)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.03 of the Plan.

9.04 DEFERRED VESTED DEATH BENEFIT.

Offering of Deferred Vested Death Benefit

[--] Not Offered

[X] Offered

Benefit Type and Amount

[X] Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.04 of the Plan.

ARTICLE X: PAYMENT OF ACCRUED BENEFIT – NORMAL & OPTIONAL FORMS OF DISTRIBUTION

10.01 NORMAL FORM OF DISTRIBUTION.

[X] Straight life annuity continuing for the life of the Participant

Straight life annuity continuing for the life of the Participant and continuing for the life of the Participant's Beneficiary equal to a percentage of the Participant's Pension benefit as of the Participant's date of death:

[--] 100%

[--] 75%

[--] 66 2/3%

[--] 50%

[--] Straight life annuity guaranteed for ten (10) years

10.02 OPTIONAL FORMS OF DISTRIBUTION.

The Participant may select an optional form of distribution that will be actuarially adjusted from the Normal Form of Distribution.

[--] Straight Life Annuity

Payable for the Participant's life only.

[X] 10 Years Certain and Life

Payable for the life of the Participant, guaranteed for at least ten (10) years.

[X] Full Contingent (100% Joint and Survivor)

Payable for the life of the Participant, and the same monthly amount payable for the life of the Beneficiary following the death of the Participant.

[X] Three-quarters Contingent (75% Joint and Survivor)

Payable for the life of the Participant and three-quarters the monthly amount payable for the life of the Beneficiary following the death of the Participant.

[X] Two-thirds Contingent (66 2/3% Joint and Survivor)

Payable for the life of the Participant, and two-thirds the monthly amount payable for the life of the Beneficiary following the death of the Participant.

[X] One-half Contingent (50% Joint and Survivor)

Payable for the life of the Participant, and one-half the monthly amount payable for the life of the Beneficiary following the death of the Participant.

[X] Pop Up Contingent

If the Participant selects either a Full Contingent, Three-quarters Contingent, Two-thirds Contingent or One-half Contingent option form of distribution as provided in this Section above, and the Beneficiary predeceases the Participant, the Participant's monthly benefit will be increased to his Accrued Benefit under the Normal Form of Distribution (including any adjustments after his Benefit Commencement Date) for the remainder of his lifetime.

[X] Lump Sum Distribution

Payable in a lump sum if, at the time of the distribution, the Participant's Nonforfeitable Accrued Benefit is less than or equal to ten thousand ($10,000) dollars.

[--] Other (specify):

10.03 COST OF LIVING ADJUSTMENT.

Offering of Cost of Living Adjustment ("COLA")

[X] Not Offered

[--] Offered at the discretion of the Employer

[--] Offered

[--] Fixed rate in the annualized amount of _____ percent **(_____%),** and shall be applied every _____ **(_____%)** Year(s), or

[--] Adjustable rate in an amount equal to the annual change in the Consumer Price Index ("CPI COLA").

Maximum and Minimum Limits on CPI COLA

[--] No Maximum and Minimum Limits

[--] Limits

Maximum Limit of _____ percent **(_____%)** annually

Minimum Limit of _____ percent **(_____%)** annually

Eligible Participants

If the Plan offers a COLA, such COLA shall apply to Retired Participants and other Pension benefit recipients as specified below:

[--] Participants receiving a Disability Pension

[--] Participants receiving a Deferred Vested Pension

[--] Beneficiaries receiving a joint and survivor annuity under the Plan

10.04 COMMENCEMENT OF BENEFITS/PAYMENT SCHEDULES.

Delay in Commencement of Pension Benefit Payments

[X] No delay

[--] Delay until the earlier of: (not to exceed five (5) years)

_____ **(__)** years from the Original Effective Date of the Plan

The Participant attains _____ **(_____)** years of age

10.05 CONTINUED EMPLOYMENT AFTER NORMAL RETIREMENT AGE.

A Participant, continuing as an Employee (as defined in Section 1.23 of this Adoption Agreement), after Normal Retirement Age:

[--] May elect to receive his Accrued Benefit

[X] Shall not receive his Accrued Benefit

10.06 REPAYMENT OF PENSION LUMP SUM PAYMENT.

Restoration of Credited Service/Time Limit

[X] Repayment in full must be made within **sixty (60) days** of the Participant's subsequent Reemployment Commencement Date.

[--] Repayment must be made anytime between the Participant's subsequent Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

10.07 REEMPLOYMENT OF RETIRED PARTICIPANT.

After Reemployment Commencement Date as an Employee (as defined in Section 1.23 of this Adoption Agreement), the Participant:

[X] May elect to continue or cease receiving his Accrued Benefit

[--] Shall cease receiving his Accrued Benefit

ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING THE CREDITING OF SERVICE

11.02 SERVICE UPON REEMPLOYMENT.

[X] Credited Service shall be restored regardless of Breaks in Service

[--] Credited Service shall be restored if the Participant has occurred less than _____ **(_____)** consecutive Breaks in Service (must be equal to or greater than five (5))

11.03 PRIOR SERVICE CREDITS WITH OTHER ADOPTING EMPLOYERS.

[X] The Employer will accept prior Service credit transfers.

[--] The Employer will not accept prior Service credit transfers.

11.05 PAST CREDITED SERVICE.

Inclusion of Past Credited Service

[--] Service prior to the Original Effective Date of the Plan ("Past Credited Service") shall not be included as Credited Service under the Plan

[X] Service prior to the Original Effective Date of the Plan, subject to the funding as specified in this section below, shall be included as Credited Service subject to the following limits:

[X] No limit on Past Credited Service

[--] A maximum _____ percent (%) of such Past Credited Service

[--] A maximum _____ (____) years of such Past Credited Service

[--] Excluding such Past Credited Service (specify):

Participant Purchase of Past Credited Service

[X] Participant is not required to purchase Past Credited Service

[--] Participant is required to purchase Past Credited Service using one of the following methods:

[--] _____ percent **(____%)** of the Actuarial Equivalence of the Past Credited Service to be purchased.

[--] Other method or formula (specify):

Participant Payment Time Period for Purchase of Past Credited Service

[--] Participant payment must be made in whole within **_____ (____)** days of notification of the payment amount by the Employer.

[--] Participant may elect to make the required payment in accordance with the schedule specified above or in periodic annual payments for a period not to exceed **_____ (____)** years (maximum five (5) years).

If the Participant elects to make periodic payments, the payment will be increased to include interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Employer shall end on the last day of the month preceding the final payment.

[--] Other time period (specify):

11.07 QUALIFIED MILITARY SERVICE.

Return to Employment	**Yes**	**No**
Mandatory Employee Contributions required to receive Credited Service	**[--]**	**[X]**
Death During Military Service		
Credited Service for period of Military Service granted to Participants who die during Qualified Credited Military Service:	**[--]**	**[X]**

Disability During Military Service

Credited Service for period of Military Service granted to Participants who become Disabled during Qualified Credited Military Service	**[--]**	**[X]**

Vesting Upon Disability

Service for vesting purposes is granted to a Participant who becomes Disabled during Qualified Military Service. (Must select if granting Credited Service for Disabled Participants)	**[--]**	**[X]**

Differential Wage Payments

Differential Wage Payments treated as Compensation during Qualified Military Service	**[X]**	**[--]**

ARTICLE XII: MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS

12.06 FORFEITURE OF BENEFITS.

[X] Apply forfeiture of benefits provisions for Participants convicted of certain crimes

[--] Do not apply forfeiture of benefits provisions for Participants convicted of certain crimes

ARTICLE XIV: PARTICIPANT ADMINISTRATIVE PROVISIONS

14.02 NO BENEFICIARY DESIGNATION.

[X] If the Participant has not designated a Beneficiary, or all Beneficiaries have predeceased the Participant, benefits should be paid according to the order specified in Section 14.02 of the Plan.

[--] Other order of Beneficiaries:

The Employer hereby agrees to the provisions of this Adoption Agreement, Plan and Trust, and in witness of its agreement, the Employer by its duly authorized officers has executed this Adoption Agreement, on the date specified below.

LUMPKIN COUNTY, GEORGIA

By: _____

Title: _____

Date: _____

Form **2848**
(Rev. July 2014)
Department of the Treasury
Internal Revenue Service

Power of Attorney and Declaration of Representative

▶ **Information about Form 2848 and its instructions is at *www.irs.gov/form2848.***

OMB No. 1545-0150

For IRS Use Only
Received by:
Name
Telephone
Function
Date / /

Part I **Power of Attorney**

Caution: *A separate Form 2848 should be completed for each taxpayer. Form 2848 will not be honored for any purpose other than representation before the IRS.*

1 Taxpayer information. Taxpayer must sign and date this form on page 2, line 7.

Taxpayer name and address	Taxpayer identification number(s)	
Lumpkin County, Georgia 99 Courthouse Hill, Suite A Dahlonega, GA 30533	58-6000857	
	Daytime telephone number 706-864-3742	Plan number (if applicable) 001

hereby appoints the following representative(s) as attorney(s)-in-fact:

2 Representative(s) must sign and date this form on page 2, Part II.

Name and address	
Patricia K. Keesler, Esq. Benefits Law Group 229 Peachtree St. NE, 800 International Tower Atlanta, GA 30303 **Check if to be sent copies of notices and communications** [x]	CAF No. 6505-77905R PTIN Telephone No. 404-995-9592 Fax No. 404-995-9515 Check if new: Address [ ] Telephone No. [ ] Fax No. [ ]
Name and address **Check if to be sent copies of notices and communications** [ ]	CAF No. PTIN Telephone No. Fax No. Check if new: Address [ ] Telephone No. [ ] Fax No. [ ]
Name and address (**Note.** IRS sends notices and communications to only two representatives.)	CAF No. PTIN Telephone No. Fax No. Check if new: Address [ ] Telephone No. [ ] Fax No. [ ]
Name and address (**Note.** IRS sends notices and communications to only two representatives.)	CAF No. PTIN Telephone No. Fax No. Check if new: Address [ ] Telephone No. [ ] Fax No. [ ]

to represent the taxpayer before the Internal Revenue Service and perform the following acts:

3 Acts authorized (you are required to complete this line 3). With the exception of the acts described in line 5b, I authorize my representative(s) to receive and inspect my confidential tax information and to perform acts that I can perform with respect to the tax matters described below. For example, my representative(s) shall have the authority to sign any agreements, consents, or similar documents (see instructions for line 5a for authorizing a representative to sign a return).

Description of Matter (Income, Employment, Payroll, Excise, Estate, Gift, Whistleblower, Practitioner Discipline, PLR, FOIA, Civil Penalty, Sec. 5000A Shared Responsibility Payment, Sec. 4980H Shared Responsibility Payment, etc.) (see instructions)	Tax Form Number (1040, 941, 720, etc.) (if applicable)	Year(s) or Period(s) (if applicable) (see instructions)
Plan Qualification	5300	N/A

4 Specific use not recorded on Centralized Authorization File (CAF). If the power of attorney is for a specific use not recorded on CAF, check this box. See the instructions for **Line 4. Specific Use Not Recorded on CAF** . . . . . ▶ [ ]

5a Additional acts authorized. In addition to the acts listed on line 3 above, I authorize my representative(s) to perform the following acts (see instructions for line 5a for more information):

[ ] Authorize disclosure to third parties; [ ] Substitute or add representative(s); [x] Sign a return;

[ ] Other acts authorized:

For Privacy Act and Paperwork Reduction Act Notice, see the instructions.

b **Specific acts not authorized.** My representative(s) is (are) not authorized to endorse or otherwise negotiate any check (including directing or accepting payment by any means, electronic or otherwise, into an account owned or controlled by the representative(s) or any firm or other entity with whom the representative(s) is (are) associated) issued by the government in respect of a federal tax liability. List any specific deletions to the acts otherwise authorized in this power of attorney (see instructions for line 5b): _____

6 **Retention/revocation of prior power(s) of attorney.** The filing of this power of attorney automatically revokes all earlier power(s) of attorney on file with the Internal Revenue Service for the same matters and years or periods covered by this document. If you **do not** want to revoke a prior power of attorney, check here . . . . . ▶ ☐
YOU MUST ATTACH A COPY OF ANY POWER OF ATTORNEY YOU WANT TO REMAIN IN EFFECT.

7 **Signature of taxpayer.** If a tax matter concerns a year in which a joint return was filed, each spouse must file a separate power of attorney even if they are appointing the same representative(s). If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, or trustee on behalf of the taxpayer, I certify that I have the authority to execute this form on behalf of the taxpayer.
▶ **IF NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THIS POWER OF ATTORNEY TO THE TAXPAYER.**

Signature	Date	Title (if applicable)
		Lumpkin County, Georgia
Print Name		Print name of taxpayer from line 1 if other than individual

Part II Declaration of Representative

Under penalties of perjury, by my signature below I declare that:

- I am not currently suspended or disbarred from practice before the Internal Revenue Service;
- I am subject to regulations contained in Circular 230 (31 CFR, Subtitle A, Part 10), as amended, governing practice before the Internal Revenue Service;
- I am authorized to represent the taxpayer identified in Part I for the matter(s) specified there; and
- I am one of the following:
  - **a** Attorney - a member in good standing of the bar of the highest court of the jurisdiction shown below.
  - **b** Certified Public Accountant - duly qualified to practice as a certified public accountant in the jurisdiction shown below.
  - **c** Enrolled Agent - enrolled as an agent by the Internal Revenue Service per the requirements of Circular 230.
  - **d** Officer - a bona fide officer of the taxpayer organization.
  - **e** Full-Time Employee - a full-time employee of the taxpayer.
  - **f** Family Member - a member of the taxpayer's immediate family (for example, spouse, parent, child, grandparent, grandchild, step-parent, step-child, brother, or sister).
  - **g** Enrolled Actuary - enrolled as an actuary by the Joint Board for the Enrollment of Actuaries under 29 U.S.C. 1242 (the authority to practice before the Internal Revenue Service is limited by section 10.3(d) of Circular 230).
  - **h** Unenrolled Return Preparer - Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and *Special rules for registered tax return preparers and unenrolled return preparers in the instructions* (PTIN required for designation h).**
  - **i** Registered Tax Return Preparer—registered as a tax return preparer under the requirements of section 10.4 of Circular 230. Your authority to practice before the Internal Revenue Service is limited. You must have been eligible to sign the return under examination and have prepared and signed the return. **See Notice 2011-6 and *Special rules for registered tax return preparers and unenrolled return preparers* in the instructions (PTIN required for designation i).**
  - **k** Student Attorney or CPA - receives permission to represent taxpayers before the IRS by virtue of his/her status as a law, business, or accounting student working in an LITC or STCP. See instructions for Part II for additional information and requirements.
  - **r** Enrolled Retirement Plan Agent - enrolled as a retirement plan agent under the requirements of Circular 230 (the authority to practice before the Internal Revenue Service is limited by section 10.3(e)).

▶ **IF THIS DECLARATION OF REPRESENTATIVE IS NOT COMPLETED, SIGNED, AND DATED, THE IRS WILL RETURN THE POWER OF ATTORNEY. REPRESENTATIVES MUST SIGN IN THE ORDER LISTED IN PART I, LINE 2.** See the instructions for Part II.

Note. For designations d-f, enter your title, position, or relationship to the taxpayer in the "Licensing jurisdiction" column. See the instructions for Part II for more information.

Designation - Insert above letter **(a-r)**	Licensing jurisdiction (state) or other licensing authority (if applicable)	Bar, license, certification, registration, or enrollment number (if applicable). See instructions for Part II for more information	Signature	Date
a	GA	410900	Patrick K Kenle	4-16-2015

ACCG 401(a) Defined Benefit Plan for Lumpkin County Employees
EIN#: 58-6000857
Attachment to Form 2848

Acts Authorized - Line 5

This power of attorney is being filed pursuant to Treasury regulations section 1.6012-1(a)(5), which requires a power of attorney to be attached to a return if a return is signed by an agent by reason of specific permission is requested of and granted by the IRS for other good cause. No other acts on behalf of the taxpayer are authorized.