



CITY OF MABLETON, GEORGIA

Riverside EpiCenter

135 Riverside Pkwy, Austell, GA 30168

September 25, 2024 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING AGENDA

- 1. CALL TO ORDER**
- 2. ROLL CALL**
- 3. INVOCATION**
- 4. PLEDGE OF ALLEGIANCE**
- 5. APPROVAL OF AGENDA**
- 6. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS**
 - a. Report from Georgia Power - Britt Fleck, Regional Executive and David Williams, District Manager**
- 7. APPOINTMENTS**
- 8. CONSENT AGENDA**
 - a. Approval of Lease Agreement for 1245 Veterans Memorial Highway, Suite 20 for Administrative Offices**
 - b. Approval of September 11, 2024 Regular Meeting Minutes**
 - c. Approval of September 9, 2024 Work Session Minutes**
- 9. PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers.
Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.
- 10. UNFINISHED BUSINESS**
- 11. PUBLIC HEARING**
 - a. FY 2025 Spending Plan**
- 12. NEW BUSINESS**
 - a. Consideration and Approval of FY 2025 Spending Plan - October 1, 2024 to June 30,**

2025 - City Manager Bill Tanks

- b. Second Read - An Ordinance and Adoption Agreement for City of Mableton Georgia Municipal Employees Benefit System (GMEBS) Retirement Plan - City Clerk Susan Hiott**
- c. Consideration of Resolution and Adoption Agreement for the Georgia Municipal Association 457 (b) Deferred Compensation Plan - City Clerk Susan Hiott**
- d. Consideration and Approval of Resolution Establishing A City Holiday Schedule for 2025 and for Other Lawful Purposes - City Clerk Susan Hiott**

13. OTHER BUSINESS/DISCUSSION

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

15. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

17. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

18. ADJOURNMENT

Persons with special needs relating to handicapped accessibility, disability, or foreign language may contact the City Clerk at (404) 927-9502 or susan.hiott@mableton.gov at least three days prior to the meeting. The clerk can be located at the City of Mableton Offices, Riverside EpiCenter, 135 Riverside Pkwy, Austell, Georgia 30168 during regular office hours.



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Report from Georgia Power - Britt Fleck, Regional Executive and David Williams, District Manager

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS: None



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Approval of Lease Agreement for 1245 Veterans Memorial Highway, Suite 20 for Administrative Offices

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. HAW 20 - City of Mableton Rev. 9.25.24 - vFinal (2.45pm)

SHOPPING CENTER LEASE AGREEMENT

THIS LEASE AGREEMENT, made, entered into and effective on _____ f
(the "Effective Date") by and between:

LESSOR: **Vishal Hawthorne Plaza, LLC.**, whose address is **5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** (hereinafter referred to as the "Lessor"); and

LESSEE: **City of Mableton** with an address at **1245 Veterans Memorial Highway SW Suite 20, Mableton, GA 30126** (hereinafter referred to as the "Lessee") (both parties collectively referred to herein as "Parties" and/or "Party")

WITNESSETH:

IN CONSIDERATION of the payment of rents and other charges provided for herein and the covenants and conditions hereinafter set forth, Lessor and Lessee hereby covenant and agree as follows:

ARTICLE I. DEMISED PREMISES

1.01 Lessor hereby leases to Lessee and Lessee hereby rents from Lessor the following described premises.

A space consisting of approximately **5,000** square feet (the "Demised Premises"), which constitutes a part of **Hawthorne Plaza** which is situated at **1245 Veterans Memorial Highway SW Suite 20**, in the City of Mableton, County of Cobb, State of Georgia, consisting of approximately **112,643** square feet of retail space (the "Shopping Center").

1.02 The Demised Premises shall not be deemed to include either the land lying thereunder or the exterior walls or roof of the building in which the Demised premises are located.

1.03 The Demised Premises are demised and let subject to the following:

(a) the existing and subsequent state of title to the Demised Premises, the Shopping Center and the real property upon which the same are situated;

(b) all zoning regulations, restrictions, rules and ordinances, building or use restrictions and other laws and regulations now in effect or hereafter adopted by any governmental authority having jurisdiction thereof;

(c) any state of facts an accurate survey might show; and

(d) Lessee's representation to Lessor that Lessee has examined the physical condition of the Demised Premises and has found the same to be satisfactory for all purposes hereof and Lessee accepts the Demised Premises in their present condition, "as is" (except as otherwise provided in this Lease) (See Exhibit B). Lessor has not made, does not make, and is unwilling to make, any representations or warranties with respect to the condition of the Demised Premises or their fitness or suitability for any particular use and Lessor shall not be liable for any latent defect therein; and

(e) Lessee's agreement that if in connection with the financing of any property of which the Demised Premises forms a part or of the interest of a lessee under any superior lease, or if in connection with the entering into of a superior lease, any lending institution or lessor should request reasonable modifications of this Lease which do not increase Lessee's monetary obligations, materially increase Lessee's other obligations, or adversely affect the rights or obligations of Lessee under this Lease, Lessee shall make such modifications. Lessor shall have the right to cancel this lease if Lessee fails to approve and execute such modification(s) within fifteen (15) days after Lessor's request therefor.

ARTICLE II. TERM OF LEASE

2.01 This Lease shall become effective ("Effective Date") on the date in which it has been signed by Lessee's Mayor and Lessor, following approval of the Lease by Lessee's City Council. Lessee acknowledges that it shall be bound by all terms and conditions of this Lease commencing on the Effective Date of this Lease, except for the

obligation to pay Base Rent and all additional charges under this Lease, which shall commence on the Commencement Date.

2.02 Term. The initial term of this Lease shall commence thirty (30) days following Delivery of Possession by Lessor to Lessee of the Demised Premises (hereafter referred to as "Commencement Date"), and shall terminate ~~twelve (12)~~ months after the Commencement Date. The Lease shall automatically renew for two consecutive one-year renewal terms, at the end of the first year, unless either Party provides at least ~~one hundred twenty~~ ~~ninety (12099)~~ days written notice to the opposite Party prior to expiration of the then current renewal term that the Lease will not renew. ~~The Base Rent will increase by seven percent (7%) each renewal term.~~

ARTICLE III. RENT

Starting on the Commencement Date and throughout the Leases term thereafter, Lessee shall pay to Lessor as Base Rent for the Demised Premises, in advance on the first day of each month at the office of Lessor or its agents, **Vishal Hawthorne Plaza, LLC., 5675 Jimmy Carter Blvd, Suite 500, Norcross, GA 30071** or such other place as Lessor may designate in writing, the total monthly sum of Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cent (**\$8,333.33**) (sum referred to herein as the "Base Rent"). The Base Rent includes Common Area Maintenance ('Operating Costs'), Property Tax, and Property Insurance.

3.01 If Lessee elects not to renew this Lease beyond the initial term, Lessee will compensate Lessor Thirty Thousand Dollars (\$30,000), for Landlord's Work, prior to the Lease's termination date. If Lessee elects not to renew this Lease beyond the first renewal term, Lessee will compensate Lessor Fifteen Thousand Dollars (\$15,000) for Landlord's Work, prior to the Lease's termination date. Lessee shall not be required to pay any cost towards Landlord's Work should the Lease stay in effect through at the least the first renewal term.

3.02 If the Commencement Date shall be other than the first day of a month, then the Base Rent shall be measured from the first day of the month succeeding the Commencement Date and Lessee shall pay all Base Rent, and additional rent as hereinafter defined, for the fractional month on a per diem basis (calculated on the basis of a thirty day month) until the first day of the next succeeding month; and thereafter the Base Rent plus additional rents shall be paid in monthly installments on the first day of each and every month in advance.

3.03 Landlord's Work. For purposes of this Lease, "Landlord's Work" means, collectively the alterations and improvements to the Demised Premises to be constructed and installed by Landlord in accordance with the terms and conditions of this Lease, as more particularly described in Exhibits C, C1 & C2 attached to and hereby made a part of this Lease. Lessor shall complete the "Landlord's Work" described in Exhibits C, C1 & C2 and deliver the Demised Premises to Lessee. All of Lessor's Work will be performed in good and workmanlike manner and will comply with all applicable building codes. Lessor shall use commercially reasonable effort to "Substantially Complete" the Landlord's Work no later than 120 days from the day Architect delivers 3 copies of the permitted of Architectural Plans to Lessor. ~~Any changes to the Architectural Plans will extend the completion date.~~

3.03.04 Percentage Rent. Intentionally omitted.

ARTICLE IV. INTENTIONALLY OMITTED.

ARTICLE V. USE OF PREMISES

5.01 Subject to and in accordance with all rules, regulations, laws, ordinances, statutes, and requirements of all governmental authorities, and the Fire Insurance Rating Organization and Board of Fire Insurance Underwriters, and any similar bodies having jurisdiction thereof, Lessee shall operate its business under the name "**City of Mableton.**" Lessee may use the Demised Premises during the term of the Lease for any administrative and government-related purpose permitted under the law, and for no other purpose without Lessor's prior written consent.

5.02 Lessee shall not abandon or leave, vacant the Demised Premises, and shall not permit the license or occupancy of the Demised Premises by any party other than Lessee, its agents, employees and invitees, and shall:

- (a) Conduct no auctions, fire, going-out-of-business or bankruptcy sales or similar practice.

(b) display no merchandise outside the Demised Premises nor in any way obstruct the adjacent sidewalks; and store all trash and refuse in appropriate containers within the Demised Premises and attend to the daily disposal thereof in the manner designated by Lessor.

(c) Lessee shall not burn any trash or rubbish in or about the Demised Premises or anywhere else within the confines of the Shopping Center. Lessee shall not operate a garbage grinder without Lessor's prior consent. If Lessor elects to provide refuse compactor service on the Shopping Center property, Lessee shall use said service exclusively for disposal of all wastes. If compactor service is not provided, Lessee shall use a refuse disposal service approved by Lessor.

(d) Load or unload all merchandise, supplies, fixtures, equipment and furniture and cause the collection of rubbish only through designated service areas which do not interfere with the operations of other tenants in the Shopping Center.

(e) Take no action which would violate Lessor's union contracts, if any, affecting the Shopping Center, nor create any work stoppage, picketing, labor disruption or dispute, or any interference with the business of Lessor or any tenant or occupant in the Shopping Center or with the rights and privileges of any customer or other person(s) lawfully in and upon the Shopping Center, nor cause any impairment or reduction of the good will of the Shopping Center.

(f) Keep the display windows in the Demised Premises, including but not limited to all windows, doors and glass, in a neat, orderly and clean condition.

(g) Store in the Demised Premises only such merchandise as Lessee shall thereafter place on retail sale at the Demised Premises and use for office or other non-selling purposes only such space in the Demised Premises as is absolutely required for the conduct of Lessee's business therein.

(h) Obey and observe (and compel its officers, employees, contractors, licensees, invitees, sustenance, concessionaires and all others doing business with it to obey and observe) all reasonable rules and regulations established by Lessor from time to time for the conduct of Lessee and/or for the welfare of the Shopping Center.

(i) Operate its business in the Demised Premises with new, functional, efficient and first-class equipment and trade fixtures in good condition, and to fully cooperate with Lessor in promoting the use of such trade names and slogans Lessor may adopt for the Shopping Center and in connection therewith pay any reasonable assessments for such promotion.

(j) Participate in any window cleaning program that may be established by Lessor for all or a majority of the other retail stores and businesses in the Shopping Center or in the building in which the Demised Premises are located and not permit window cleaning or other exterior maintenance for the Demised Premises to be performed by any individual not approved by Lessor

(k) Pay promptly and when due: all taxes, licensees fees, assessment and other charges lawfully levied or imposed upon the business of Lessee or upon any fixtures, furnishings or equipment in the Demised Premises.

(l) Not use the plumbing facilities for any purpose injurious to same or dispose of any garbage or any other foreign substance therein, nor place a load on any floor in the Demised Premises exceeding the floor load per square foot which such floor was designed to carry, nor install, operate and/or maintain in the Demised Premises any heavy equipment except in a location approved by Lessor, nor install, operate and/or maintain in the Demised Premises any electrical system therein, or any part thereof, beyond its capacity for proper and safe operation as determined by Lessor or which does not bear Underwriters approval.

(m) Not operate on the Demised Premises any vending machine or similar device, for the sale of any merchandise, including but not limited to lockers, toilets, scales, amusement devices, or devices for the sale of beverages, candies, cigarettes, foods or other commodities, or any coin operated or other type of video game or arcade-style amusement games, including pinball, electronic games or any similar related items. Lessee may however operate vending machine or similar devices on the Demised Premises for the sale of snacks, beverages and similar goods to Lessee's agents and employees.

(n) Keep the Demised Premises (including without limitation, exterior and interior portions of all windows, doors and all other glass) in a neat, clean and sanitary condition, free of all insects, rodents, vermin and pests of every type and kind.

(o) Not use the Demised Premises for any purpose or business which is noxious or unreasonably offensive because of the emission of noise, smoke, dust or odors.

5.03 Lessee agrees, at its own cost and expense, to keep and maintain in good order, condition and repair any loading platform, truck dock and/or truck maneuvering space which is used exclusively by Lessee or to which Lessee has the right of exclusive use, and for the purposes hereof, the same shall not be considered part of the parking area.

5.04 Lessee agrees that Lessor shall have the right to prohibit the continued use by Lessee of any unethical or unfair method of business operation, advertising or interior display if, in Lessor's opinion, the continued use thereof would impair the reputation of the Shopping Center as a desirable place to shop or is otherwise out of harmony with the general character thereof, and upon notice from Lessor shall forthwith refrain from or discontinue such activities.

5.05 With the exception of business closures for Acts of God, pandemics, natural disasters, state, federal and local emergencies and other exigent circumstances, Lessee shall keep the Demised premises open during normal government hours for government purposes within thirty (30) days after the Commencement Date through the remaining term of the Lease. This will range from routine government operations from 7am to 6pm on regular business days, and from 7am to up top 12am on dates in which the City may conduct formal business meetings at the Demised Premises. Lessee shall remain responsible to pay rent during any closure periods.

ARTICLE VI. INSTALLATIONS AND ALTERATIONS

6.01 Lessee shall, at Lessee's sole cost and expense, at all times during the Term and any extensions or renewals thereof, keep the Demised Premises equipped with all trade fixtures, equipments, furnishings, furniture, fixtures, floor coverings, carpeting and exterior signs and all other equipment and personal property necessary for the operation of the Lessee's business in the Demised Premises. All fixtures installed by Lessee shall be new or in good condition. Prior to commencing any construction work, alterations, remodeling or the installation of any equipment other than the trade fixtures in the Demised Premises, Lessee shall submit to Lessor plans and specifications of any such construction work, said plans to be prepared and submitted by a licensed architect. Except as otherwise provided in the Rider to Lease, Lessee hereby accepts the Demised Premises in their present condition, "as is," without warranty or representation: either express or implied, as the condition of the Demised Premises.

6.02 Lessee shall not make or permit to be made any alterations, improvements, and/or additions of any kind or nature to the Demised Premises or any part thereof except with the prior written consent of Lessor. All alterations, improvements and additions to the Demised Premises shall be made in accordance with all applicable laws and shall, when made or installed, be deemed to have attached to the freehold and to have become the property of Lessor and shall remain for the benefit of Lessor at the end of the term or the earlier termination of this Lease; provided, however, if prior to the termination of this Lease, or within fifteen (15) days thereafter, if Lessor so directs, Lessee shall promptly remove the additions, improvements, fixtures and installations which were placed in, upon or on the Demised Premises by Lessee and which are designated in said notice and shall repair any damage occasioned by such removal. In default thereof, Lessor may effect said removals and repairs at Lessee's expense. In the event of making such alterations, improvements and/or additions as herein provided, Lessee does hereby indemnify and save harmless Lessor from all expenses, liens, claims or damages to either person or property arising out of, or resulting from the undertaking or making of such alteration, improvements and/or additions.

6.03 If, at the inception of this Lease or during the Term thereof, or any extension thereof, any law regulation, or rule requires that an alteration, addition, or other change be made to the Demised Premises, the Parties agree that Lessee will make said alterations, additions, or changes and bear all expense connected with such alterations, additions or changes.

6.04 If Lessor shall hereafter determine during the Term to erect additional structures, add stories to existing buildings, enclose open courts and malls in the Shopping Center (or any portions thereof as may be designated by Lessor) as said Shopping Center may be enlarged or ; reduced at the sole option of Lessor by addition(s) to the Shopping Center of land and/or buildings or by the diminution thereof, Lessee hereby consents thereto and to the performance of work necessary to effect the same and to any inconvenience caused thereby. Lessee agrees

Commented [va1]: Please provide period of days the Opening Date will be after Delivery of Possession. Please define the Days and Hours of Operation to be outlined in this section.

to pay its proportionate share of the increased Common Area charges and taxes (as defined in this Lease) which result therefrom.

ARTICLE VII. MAINTENANCE OF DEMISED PREMISES

7.01 Subject to the provisions of Article 12 .3 thereof, Lessor shall maintain and keep in good repair the roof over the Demised Premises and the structural portions of the exterior walls (excluding store fronts) and foundations of the Demised Premises; however, (i) Lessee shall be responsible for giving Lessor notice of the necessity for such maintenance and repairs; (ii) Lessee cannot hold Lessor liable for not making repairs unless prior notice explaining the necessity of such repairs is received by Lessor; and (iii) Lessee shall be financially responsible for damages to the roof or exterior walls or foundations caused by any act or omission of Lessee, its employees, agents, invitees, subtenants, assignees or contractors. Any repairs to the roof or exterior walls or foundations reasonably required as a result of Lessee's wrongful acts or omissions shall be made by Lessor at Lessee's sole cost and expense. In no event shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from Lessor's failure to make such repairs that Lessor is not provided proper notice of as required under this Lease, nor shall Lessor be liable for damages, or for lost business or profits, or for injuries to person or property (including any stock or inventory of Lessee) arising from defective workmanship or materials used in making any such repairs. Except as specifically provided herein, Lessor shall not be responsible for any maintenance, repairs or improvements of any kind, in, or upon the Demised Premises. Lessor's responsibility for effecting repairs as stated in this Article in no way precludes Lessee's reimbursement obligations defined in Article XII.

7.02 Lessee shall keep and maintain in good order, condition and repair (which repair shall mean replace if necessary) the Demised Premises and every part thereof, except as hereinbefore provided, including, without limitation, the exterior and interior portions of all doors, door checks, security gates, windows, glass, utility facilities, plumbing and sewage facilities within the Demised Premises or under the floor slab including free flow up to the main sewer line located in the exterior of the Demised Premises which serves the Demised Premises; all heating and air-conditioning equipment and apparatus including mechanical equipment located in the exterior of premises which serve Demised Premises; exterior utility facilities and exterior electrical equipment serving the Demised Premises; and all plate glass, interior walls, store fronts, floors and ceilings, including paintings, adjacent sidewalks; and shall at all times comply with applicable building codes. Lessee shall contract for, in its own name and shall pay for; (a) a qualified service contractor to inspect, adjust, clean and repair heating, ventilating and air conditioning equipment, including changing filters on a quarterly basis, and (b) a qualified service contractor to render pest control services to the Demised Premises. All such service contractors shall be subject to the prior written approval of Lessor. If Lessee refuses or neglects to commence or complete any of the obligations above set forth promptly and adequately within ten (10) days after notice from Lessor, Lessor may, but shall not be required to, make or complete said maintenance or repairs and Lessee shall pay the cost thereof to Lessor upon demand, said cost to be considered as additional rent hereunder.

7.03 Lessor or its representatives shall have the right to enter the Demised Premises for emergency purposes at all times during the Term.

ARTICLE VIII. INSURANCE AND INDEMNITY

8.01 Lessor shall maintain and keep in full force fire, all risk at replacement value and, at the option of Lessor, rental insurance and other insurance on the buildings which comprise the Shopping Center of which the Demised Premises are a part, in such amounts as may be determined by Lessor, at its sole discretion. Said rental insurance shall be defined to be that type of insurance commonly issued to cover the payment of rental payments which for any reason, have not been made by Lessee.

8.02 Lessee shall provide and keep in force during the Term hereof, in the name of Lessor and Lessee, as their respective interests may appear, plate glass insurance on all glass in the Demised Premises and general liability insurance against any and all claims for injuries to persons or property occurring in, upon, about or from the Demised Premises including all damages from signs, glass, awnings, fixtures and other appurtenances situated on, in or used in connection within the Demised Premises. Coverage is to be written on a Commercial General Liability policy with a combined single limit for Bodily Injury, Personal Injury and Property Damage on an occurrence form. The policy limits must be in an amount not less than \$1,000,000 each occurrence; \$1,000,000 personal injury; \$1,000,000 general aggregate; \$1,000,000 products/completed operations aggregate; and \$5,000 medical payments. The coverage shall not be subject to a deductible. The limit may be provided through a combination of primary and umbrella/excess liability policies. All such insurance required to be maintained by Lessee shall name

Lessor and any other entity designated by Lessor as added insured and shall be with an insurance company satisfactory to Lessor. Lessee shall provide Lessor with copies or certificates of all policies required herein, including an endorsement providing that such insurance shall not be canceled or modified except after thirty (30) days' notice in writing to Lessor. During any periods of which Lessee shall fail to furnish such policies as hereinabove provided, Lessor may obtain such insurance and the premiums on such insurance shall be deemed additional rent to be paid by Lessee to Lessor on demand.

8.03 The Parties do hereby waive requests for compensation which they may have or acquire against each other by way of subrogation or otherwise, for any loss or damage covered by the insurance policies to be maintained by Lessee and/or Lessor under this Article VIII or under any other insurance policies which may be maintained by Lessee and/or Lessor, including, specifically, any business interruption insurance maintained by Lessee and/or Lessor, regardless of whether such loss or damage is caused by the negligence of Lessor, its agents, employees or invitees, or otherwise. The Parties further agree to cause any insurance policies maintained with respect to the Demised Premises to contain a waiver of subrogation or endorsement under which the insurance company waives its right of subrogation against Lessor and/or Lessee in case of any damage, destruction, loss or injury caused by the opposite Party, its agents, employees or invitees.

8.04 As a material part of the consideration for this Lease, Lessee hereby assumes all risks and waives all claims against Lessor for any damage to any property or any injury to or death of any person in or about the Demised Premises or the Shopping Center arising at any time and from any cause whatsoever, other than solely by reason of the negligence or willful act of Lessor, or its agents, employees or contractors. Lessee also agrees to indemnify, defend and hold Lessor harmless from and against any and all claims or liability for any injury or damage to any person or property whatsoever: (a) occurring in, on or about the Demised Premises or any part thereof, and (b) occurring in, or about any facilities (including, without limitation to the generality of the term "facilities", stairways, passageways, hallways, sidewalks and parking areas) the use of which Lessee may have in conjunction with other lessees of the Shopping Center, when such injury or damage shall be caused in part or in whole by the act, neglect, fault or omission of any duty with respect to the same, by Lessee, its agents, servants, employees or invitees. Lessee further agrees to indemnify, defend and hold Lessor and Lessor's mortgagee harmless from and against any and all claims by or on behalf of any person, firm or corporation arising from the conduct or management of any work or thing whatsoever done by Lessee in or about, or from transactions of Lessee concerning, the Demised Premises, and will further indemnify, defend and hold Lessor harmless from and against any and all claims arising from any breach or default by Lessee in the performance of any covenant or agreement by Lessee to be performed pursuant to the terms of this Lease, or arising from any act or negligence of Lessee, or any of its agents, contractors, servants, employees or licensees, and from and against all costs, attorneys' fees, expenses and liabilities incurred in connection with any such claim, action or proceeding brought thereon. Furthermore, in case any action or proceeding shall be brought against Lessor by reason of any such claims or liability, Lessee shall defend such action or proceeding at Lessee's sole expense by counsel satisfactory to Lessor. The provisions of this Paragraph 8.4 shall survive the expiration or earlier termination of this Lease with respect to any claims or liability occurring prior to such expiration or earlier termination.

ARTICLE IX. RIGHT OF REDEMPTION

9.01 Lessee waives any and all rights of redemption conferred by statute or otherwise, to the extent legally authorized, upon the expiration or sooner termination of the Term, or upon the entry of final unappealable judgment for recovery of possession through any action or proceeding.

ARTICLE X. UNAVOIDABLE DELAYS

10.01 The provisions of this Article X shall be applicable if there shall occur, during or prior to the Term, any : (a) striker(s), lockout(s), or labor dispute(s); (b) inability to obtain labor or materials or reasonable substitutes therefore; or (c) acts of God, governmental restrictions, regulations or controls, enemy or hostile governmental action, civil commotion, insurrection, revolution, sabotage, or fire or other casualty, acts or failure to act by Lessee or other conditions similar to those enumerated in the foregoing items (a), (b) and (c) beyond the reasonable control of Lessor. If either Party shall as the result of any such event, fail punctually to perform any lease obligation, then such obligation(s) shall be punctually performed as soon as practicable after such event shall abate. If either Party shall as a result of any such event be unable to exercise any right or option within any time limit provided therefore in this Lease, such time limit shall be deemed extended for a period equal to the duration of such event.

ARTICLE XI. CONSENTS

With respect to any provision of this Lease which provides, in effect, that Lessor shall not unreasonably withhold or unreasonably delay any consent or any approval, Lessee, in no event, shall be entitled to make, any claim for, and Lessee hereby waives any claim for money damages; nor shall claim any money damages by way of setoff, counterclaim or defense, based upon any claim or assertion by Lessee that Lessor has unreasonably withheld or unreasonably delayed any consent or approval; but Lessee's sole remedy shall be an action or proceeding to enforce any such provision, or for specific performances, injunction or declaratory judgment. Lessor agrees to use its best efforts to notify Lessee within thirty (30) days after receipt by Lessor of such request by Lessee.

ARTICLE XII. COMMON AREAS

12.01 During the Term of this Lease Lessor grants to Lessee the nonexclusive right to use, in common with all others so entitled, the "Common Areas" of the Shopping Center. As used herein, the term "Common Areas" shall mean and include all areas, facilities, improvements and services provided from time to time for general, common, joint, but non-exclusive, use by Lessor and the tenants of the Shopping Center, their respective agents, employees, invitees and customers. Except as may be otherwise designated by Lessor for the exclusive use of any tenant, "Common Areas" shall include, without limitation, all parking spaces and areas, pedestrian sidewalks, driveways, curbing, retaining walls, truckways, access roads, ramps, loading docks, delivery areas, all service corridors whether located on the grounds, in the Building or on the roof, signs, audio equipment/wiring and music program services, landscaped and vacant areas, as well as lighting facilities, storm/sanitary sewer systems and all utilities serving "Common Areas", whether located within or outside of the Shopping Center.

The Common Areas shall be subject to the exclusive control and management of Lessor and to such rules and regulations as Lessor may from time to time adopt. Lessor hereby reserves the right at any time or from time to time to: (a) change the areas, locations and arrangement of parking areas and other Common Areas; (b) enter into, modify, and terminate easements and other agreements pertaining to the maintenance and use of the parking areas and other Common Areas; (c) close any or all portions of the Common Areas to such extent and for such time as may, at the sole discretion of Lessor, be legally necessary to prevent a dedication thereof or the accrual of any rights to any person or to the public therein; (d) close temporarily, if necessary, any part of the Common Areas; (e) make changes, additions, deletions, alterations or improvements in and to such Common Areas, provided that there shall be no unreasonable obstruction of Lessee's right of ingress to or egress from the Demised Premises except as provided in subparagraph (c) above; and (f) adopt reasonable rules and regulations by which Lessee shall abide relating to the use of the Common Areas.

12.02 Lessor shall maintain the Common Areas in good repair and reasonably clear of debris.

12.03 Lessee shall cause its employees to park only in the outer areas of the parking lot situated on the Shopping Center property or such places as provided from time to time and designated by Lessor for employee parking. Within ten (10) days after a request by Lessor, Lessee shall deliver to Lessor, upon Lessor's request, a list of Lessee's and its employees' automobiles which such list shall set forth the description of and the license numbers assigned to such automobiles and their state of issue. Thereafter, Lessee shall advise Lessor of any changes, additions or deletions to such list. If any automobile appearing on said list is parked in an area of the Shopping Center property, other than the area designated by Lessor at any time after Lessor has given notice to Lessee or Lessee's store manager of this provision, then Lessee shall pay to Lessor the sum of Fifty Dollars (\$50) per day for each such automobile for each day (or part thereof) it is parked in violation of this provision. Lessee shall pay such sum to Lessor within ten (10) days after receipt of notice from Lessor. The payment of such sums shall constitute additional rent hereunder.

ARTICLE XIII. MECHANIC'S LIEN OR CLAIMS

13.01 Lessee shall not permit to be created nor to remain undischarged any lien, encumbrance or charge arising out of any work of any contractor, mechanic, laborer or material man which might be or become a lien, notice or intention of a lien, encumbrance or charge upon the Demised Premises or the Shopping Center or the income there from; and Lessee shall not suffer any other matter or thing whereby the estate, right and interest of Lessor in the Demised Premises or in the Shopping Center might be impaired. If any lien or notice of intention or notice of lien on account of an alleged debt of Lessee or any notice of contract by a party engaged by Lessee or Lessee's contractor to work in the Demised Premises or in the Shopping Center, Lessee shall, within ten (10) days after notice of the filing thereof, take action to cause for the same to be discharged of record by payment, deposit, bond, order of a court of competent jurisdiction or otherwise. If Lessee shall fail to take such action to cause such lien or

notice of lien to be discharged, then Lessor, in addition to any other rights or remedies may, but shall not be obligated to, discharge the same by either paying the amounts claimed to be due or by procuring the discharge of such lien by deposit or by bonding proceedings; and in any such event, Lessor shall be entitled, if Lessor so elects, to defend any prosecution of an action for foreclosure of such lien by the lienor or to compel the prosecution of an action for the foreclosure of such lien by the lienor and to pay the amount of the judgment in favor of the lienor with interest, costs and allowances. Any amount paid by Lessor and all costs and expenses, including attorney fees, incurred by Lessor in connection therewith together with interest thereon at the maximum legal rate from the respective dates of Lessor's making of the payment or incurring of the cost and expense shall be paid by Lessee to Lessor on demand. All such sums shall be considered additional rent hereunder. Nothing in this Lease shall be construed as in any way constituting a consent or request by Lessor, expressed or implied, by inference or otherwise, to any contractor, subcontractor, laborer, or material man for the performance of any labor or the furnishing of materials for any specific or general improvement, alteration, or repair of or to the Demised Premises or to any buildings or improvements, or to any part thereof

ARTICLE XIV. DESTRUCTION AND RESTORATION

14.01 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will equal or exceed twenty-five percent (25%) of the then replacement value thereof, then Lessor may, at its option, within sixty (60) days after the occurrence of such casualty, terminate this Lease upon written notice to Lessee

14.02 If the Demised Premises or the building of which the Demised Premises constitutes a part shall be damaged or destroyed by fire or other casualty to the extent that the cost of repairing or replacing the same will be less than twenty-five percent (25%) of the then replacement value thereof, or if Lessor does not elect to terminate this Lease as provided in Paragraph 14.1 above, then Lessor shall repair the damage with reasonable dispatch after notice of such casualty; provided, however, Lessor's obligation to repair or restore shall be limited to restoring the structural portions of the Demised Premises and shall not include repairs or the restoration of any of Lessee's fixtures, improvements or other alterations made by Lessee in or upon the Demised Premises; provided, further, however, if such damage or destruction occurs during the last three (3) years of the Term, Lessor shall have the option, to be exercised by notice to Lessee within ninety (90) days after the occurrence of any casualty, to either rebuild or terminate this Lease. Notwithstanding anything provided herein to the contrary, Lessor's obligation to repair or rebuild shall be limited to the amount of the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) as a result of any such casualty. If the fire insurance proceeds received by Lessor (less any costs incurred by Lessor in collecting the same) are insufficient to rebuild the Demised Premises, then Lessor shall have the option to terminate this Lease upon notice to Lessee within ninety (90) days after Lessor's receipt of the entire net insurance proceeds payable with respect to such fire or casualty.

14.03 If this Lease is terminated in the manner set forth above, all rentals, including additional rent, shall be apportioned to the time of such casualty. If this Lease is not terminated and Lessor elects to restore or repair the Demised Premises, then all rental payable by Lessee as provided in Paragraph 14.2 above shall be equitably abated based on the square footage in the Demised Premises which are usable, until such time as the damage to the Demised Premises has been repaired; provided, however, in no event shall there be any abatement of the payment of any additional rent payable hereunder including but not limited to additional rent as may be provided in Article IV (with respect to Real Estate Taxes), Article VIII (with respect to Insurance), Article XII (with respect to Common Area Maintenance Expenses) or Article XXIII (with respect to Merchant's Association Dues).

ARTICLE XV. EMINENT DOMAIN

15.01 If during the Term of this Lease the Demised Premises, or any part thereof, or more than ten percent (10%) of the Shopping Center or of the Common Areas are taken by condemnation or right of eminent domain, or by private purchase in lieu thereof, this Lease and the Term hereby granted shall be terminable at Lessor's sole option and if Lessor so terminates then this Lease shall expire on the date when possession shall be taken by the condemner and the rent herein reserved shall be apportioned and paid in full to that date and all prepaid rent shall forthwith be repaid by the Lessor to the Lessee. If Lessor does not elect to cancel or terminate this Lease as provided above, then Lessor shall rebuild and restore the Demised Premises as nearly as possible to their condition immediately prior to any such taking and this Lease shall continue in full force and effect except that, during such restoration, the rent payable pursuant to Article III hereof shall be equitably apportioned in the proportion that the square footage of the part of the Demised Premises so taken bears to the total square footage of the Demised Premises immediately prior to such taking; provided, however, in no event shall there be any abatement of the payment of any additional rent as provided in Article IV (with respect to real estate taxes), Article VIII (with respect to insurance), Article XII (with respect to Common Area Maintenance Expense) or Article XXIII (with respect to

merchant association dues); provided further, however, Lessor's obligations to restore or rebuild shall be limited to an amount which does not exceed the proceeds obtained from such taking (less expenses incurred in collecting the same). Notwithstanding the foregoing, if the net condemnation award received by Lessor is insufficient to restore or rebuild the structural portions of the Demised Premises, Lessor shall have the option, within ninety (90) days after Lessor's receipt of the net condemnation, to cancel and terminate this Lease, and Lessee shall be limited to consequential damages only.

15.02 All compensation awarded or paid upon any total or partial taking of the Demised Premises shall belong to and be the property of Lessor.

ARTICLE XVI. PROPERTY IN DEMISED PREMISES

16.01 All leasehold improvements (other than Lessee's trade fixtures), such as signs, light fixtures and heating and air conditioning equipment, shall when installed attach to the freehold and become and remain the property of Lessor. All store fixtures or trade fixtures and drapes shall remain the property of Lessee. Lessee shall be allowed to remove all such trade fixtures upon termination of this Lease.

16.02 All Lessee's personal property of every kind or description which may at any time be in the Demised Premises shall be at Lessee's sole risk, or at the risk of those claiming under Lessee. Lessor shall not be liable for any damage to said property or loss of business suffered by Lessee which may be caused by water from any source whatsoever including the bursting, overflowing or leaking of sewer or steam pipes, or from the heating or plumbing fixtures or from electric wires or from gas or odor unless caused by the negligence of Lessor.

16.03 Lessee shall pay before delinquency all taxes assessed against Lessee's fixtures, furnishings, leasehold improvements, equipment and stock-in-trade placed in or on the Demised Premises. Any such taxes paid by Lessor shall become due and payable by Lessee within ten (10) days after written notice from Lessor. Such amounts if not so paid shall constitute additional rent hereunder.

ARTICLE XVII. ACCESS TO DEMISED PREMISES

17.01 Lessee shall permit Lessor or Lessor's agents to inspect or examine the Demised Premises at any reasonable time or at any time in emergencies, and shall permit Lessor to enter and make such repairs, alterations, improvements or additions in the Demised Premises or to the building of which the Demised Premises is a part that Lessor may deem desirable or necessary or which Lessee has covenanted herein to do and has failed so to do, and Lessor shall have the right to store in the Demised Premises any materials or equipment reasonably necessary for such repairs, alterations, improvements or additions without the same being construed as an eviction of Lessee in whole or in part and the rent shall in no manner abate while such repairs, alteration, improvements or additions are being made by reason of loss or interruption of the business of Lessee because of the prosecution of such work.

ARTICLE XVIII. SURRENDER OF DEMISED PREMISES

18.01 Lessee shall deliver and surrender to Lessor possession of the Demised Premises upon expiration of this Lease, or its earlier termination as herein provided, broom clean and in as good condition and repair as the same shall be at the commencement of the Term of this Lease, ordinary wear and tear and damage by fire or other insured casualty excepted.

18.02 Lessee shall remove all property and equipment of Lessee which Lessor has required in writing to be removed upon the expiration or termination of this Lease and shall repair all the damage to the Demised Premises caused by such removal and restore the Demised Premises to the condition in which they existed immediately prior to the installation of the articles so removed. Lessee's property left in the Demised Premises after Lease termination may be stored by Landlord at Tenant's reasonable expense. Lessee's obligation to observe or perform this covenant shall survive the expiration or earlier termination of this Lease.

ARTICLE XIX. UTILITIES

19.01 Lessee shall contract for, in its own name, and shall pay before delinquency, all utility services rendered or furnished to the Demised Premises, including heat, water, gas, electricity, fire protection, sewer rental, sewage treatment facilities and the like, together with all taxes levied or other charges on such utilities. If Lessor shall supply any such services, or if any such services are required to be paid for by Lessor under a master meter,

Lessee shall purchase all such utilities from Lessor at Lessor's own rate, which rate shall be reasonable in relation to industry standards. Any such payments for service supplied by Lessor shall be due and payable within ten (10) days after billing, therefore is rendered to Lessee. In no event shall Lessor be liable for the quality, failure or interruption of such services to the Demised Premises. Lessee does hereby indemnify and hold Lessor harmless from and against any and all claims, costs and expenses incurred or paid by Lessor as a result of Lessee's failure to pay when due all utilities serving the Demised Premises.

ARTICLE XX. ASSIGNMENT

20.01 Lessee shall not, by operation of law or otherwise assign or transfer this Lease or sublet all or any part of the Demised Premises without the prior written consent of Lessor. It is understood that Lessor may refuse to grant consent to any assignment or subletting by Lessee with or without cause and without stating, in its refusal to grant such consent, the reasons for which it refuses to grant such consent and may not, under any circumstances, be required or compelled to grant such consent. In the event of any approved assignment or subletting: (a) Lessee shall not be discharged of its obligations under this Lease but shall remain liable therefore; (b) the assignee or sublessee shall not let or underlet the whole or any part of the Demised Premises or assign this Lease or his said sublease without Lessor's prior written consent; and (c) Lessee shall pay a fee of \$500.00 to Lessor to cover Lessor's time and expenses necessary to complete any such assignment. If Lessee is a partnership, a withdrawal or change, voluntary, involuntary, or by operation of law, of any partner or partners owning 51% or more of the partnership, or the dissolution of the partnership, shall be deemed an assignment. If Lessee is a corporation, any dissolution, merger, consolidation, or other reorganization of Lessee, or the sale or other transfer of a controlling percentage of the capital stock of Lessee or the sale of 51%, or more of the value of the assets of Lessee, shall be deemed an assignment. Should any change of ownership, whether by sale, assignment, bequest, inheritance, operation of law or otherwise take place without the prior written consent of Lessor, then Lessor shall have the option to terminate this Lease upon thirty (30) days notice to Lessee.

ARTICLE XXI. DEFAULT BY LESSEE

21.01 Upon the happening of any one or more of the events below in (a) through (h), inclusive, Lessor shall have any and all rights and remedies hereinafter set forth in this Article XXI:

- (a) If Lessee should fail to pay any one or more of said monthly installments of Base Rent, or any other sums required to be paid hereunder, whether additional rent or otherwise as and then the same becomes due;
- (b) If a petition in bankruptcy (including all proceedings under the Bankruptcy Act) is filed against Lessee and such petition is not dismissed within thirty (30) days from the filing thereof, or if Lessee is adjudged a bankrupt or files a bankruptcy petition;
- (c) If an assignment for the benefit of creditors is made by Lessee;
- (d) If any court appoints a receiver or other court officer of Lessee's property and such receivership is not dismissed within thirty (30) days from such appointments;
- (e) If Lessee removes, attempts to remove, or permits to be removed from the Demised Premises, except in the usual course of trade, the goods, furniture, effects or other property of Lessee therein;
- (f) If Lessee, before the expiration of the Term, and without the prior written consent of Lessor, vacates the Demised Premises or abandons possession thereof, or uses the Demised Premises for purposes other than the purposes of which the same are hereby leased, or ceases to use the Demised Premises for the purposes herein required;
- (g) If an execution or other legal process is levied upon the goods, furniture, effect or other property of Lessee brought on the Demised Premises, or upon the interest of Lessee in this Lease, and the same is not satisfied or dismissed within five (5) days from such levy;
- (h) If Lessee violates any other terms, conditions and covenants on the part of Lessee herein contained, and fails to commence and proceed with diligence and dispatch to remedy the same within ten (10) days after written notice thereof is given by Lessor to Lessee.

21.02 Upon any alleged default or breach as specified in Paragraph 21.1 above, Lessor shall provide written notice to Lessee of any such alleged default or breach. Upon receipt of such written notice, Lessee shall have thirty (30) days thereafter to cure any such default or breach without termination of the Lease. Upon Lessee's failure to cure any such default or breach following such thirty days notice, Lessor shall have the right, at the option of Lessor, to terminate this Lease, and upon at least (15) days prior written notice to Lessee of such termination, to thereupon re-enter and take possession of the Demised Premises with or without legal process. In the event of any such default or breach, Lessor shall have the right, following its termination this Lease, to re-enter and re-let the Demised Premises, or any part thereof, with or without legal process. In the event of such default and termination, Lessee shall pay Lessor any deficiency monthly notwithstanding Lessor may have received rental in excess of the rental stipulated in this Lease in previous or subsequent months, and Lessor may bring an action therefore as such monthly deficiency shall arise, or (ii) the entire unpaid rent and other charges reserved in this Lease for the remaining Term shall be immediately due and payable by Lessee. Nothing herein, however, shall be construed to require Lessor to pay Lessee any surplus of any sums received by Lessor on a re-letting of the Demised Premises in excess of the rent provided in this Lease.

21.03 Upon termination or an uncured Lessee's breach of this Lease as set forth herein, the Base Rent provided for in this Lease for the balance of the original Term or any renewal or extension thereof, or any additional rents or indebtedness due Lessor, shall become immediately due and payable at the option of Lessor, and without regard to whether or not possession of the Demised Premises shall have been surrendered to or accepted by Lessor.

21.04 In the event of any such default or breach as specified in paragraph 21.1 above, the Lessor shall have the right, at its option, to declare the rents for the entire remaining term including a 10% surcharge for legal fees and costs of collection, and other indebtedness, if any, immediately due and payable without regard to whether or not possession shall have been surrendered to or taken by Lessor, and may commence action immediately thereupon and recover judgment therefore.

21.05 The Lessee's failure to vacate the premises as required by law, Lessor shall have the right to relocate all or any part of Lessee's property from the Demised Premises and any property so removed may be stored in any public warehouse or elsewhere at the cost of and for the account of Lessee at the Lessee's sole expense and reimbursement to Lessor prior to relocation of property. If payment is not paid for such storage, Lessor shall have the option to dispose of such contents.

21.06 Any and all rights, remedies, and options given in this Lease to either party shall be cumulative, in addition to and without waiver of or in derogation of any right or remedy given to it under any law now or thereafter in effect.

21.07 The waiver by either party of any breach of any term, condition, or covenant herein contained in a singular instance shall not be deemed to be a waiver of such term, condition, or covenant herein contained for the duration of this Lease. The consent or approval by either party to or of any act by the opposite party requiring consent or approval in a single instance shall not be deemed to waive or render unnecessary either party's consent or approval to or of any subsequent or similar act by Lessee. No re-entry hereunder shall bar the recovery of rents or damages for the breach of any terms, conditions or covenants on the part of Lessee herein contained. Lessor's receipt of rent after breach or a condition broken, or delay by either party to enforce any right hereunder, shall not be deemed a waiver or forfeiture, or a waiver of the rights of either party. Lessor to annul this Lease or to re-enter the Demised Premises or to re-let same.

ARTICLE XXII. ESTOPPEL CERTIFICATE, ATTAINMENT AND SUBORDINATION

22.01 Within ten (10) days after request by Lessor, Lessee shall deliver to Lessor a written and acknowledged statement certifying that Lessee has accepted possession of the Demised Premises, that this Lease is unmodified and in full force and effect or if there have been modifications, that the same are in full force and effect as modified and stating the modifications, such other factual matters as may be requested by Lessor, and the dates to which the rent and other charges have been paid in advance, if any, it being intended that any such statement delivered pursuant to this Article XXII may be relied upon by any prospective purchaser or mortgagee of the fee of the Shopping Center or any other legal estates of which the Demised Premises form a part.

22.02 Upon request of Lessor, the holder of any mortgage on the Shopping Center or by the purchaser of the Shopping Center at any foreclosure of any mortgage encumbering the Shopping Center, Lessee shall attorn to the purchaser of the Shopping Center or upon any such foreclosure sale, recognize such purchaser as Lessor under this Lease and execute any and all documents or instruments which may be reasonably requested by the purchaser or mortgagee of the fee of the Shopping Center or any other estates of which the Demised Premises form a part.

22.03 Any purchaser at a foreclosure sale or grantee of a deed in lieu of foreclosure (collectively a "Successor Lessor") shall not be subject to any claim, defense or offset valid against any prior lessors, nor shall any Successor Lessor be liable for any act or omission of any prior lessor, nor for any prepaid rent or additional rent or any security deposit or any prepaid charge not actually received by such Successor Lessor, nor shall a Successor Lessor be bound by any amendment or modification of this Lease made without its written consent.

22.04 This Lease and Lessee's rights hereunder are and shall always be subject and subordinate to any first mortgage now or hereafter placed upon the land and buildings of the Shopping Center of which the Demised Premises form a part, and to all advances hereafter made from time to time upon the security thereof. Lessor and Lessee agree that this Lease be and hereby is made subject and subordinate at all times to all ground and underlying leases, which may now or hereinafter affect the Shopping Center, of which the Demised Premises form a part. The term "mortgages" as used herein shall be deemed to include trust indentures and deeds of trust and includes all renewals, modifications, consolidations, participations, replacements, and extensions thereof.

22.05 The aforesaid provisions shall be self-operative and no further instrument of subordination shall be required by any such Lessor or mortgagee. If Lessor or any Lessor under any ground lease or any mortgagee desires confirmation of such subordinations, Lessee shall execute promptly any certificate that Lessor may request. Lessee hereby constitutes and appoints Lessor as the Lessee's attorney-in-fact to execute any such certificate or certificates for and on behalf of Lessee.

22.06 This Lease shall not be recorded without the prior consent of Lessor.

ARTICLE XXIII. MERCHANT'S ASSOCIATION Intentionally Omitted.

ARTICLE XXIV. HOLDING OVER

24.01 If Lessee remains in possession of the Demised Premises after the expiration of the tenancy created hereunder and without the execution of a new lease, Lessee, at the option of Lessor, shall be deemed to be occupying the Demised Premises as a Lessee at sufferance until such time as a court of competent jurisdiction awards Lessor possession of the Demised Premises at an increased monthly Base Rent equal to one and a half (1.5) times the Base Rent payable during the last month of the Term. Lessor and Lessee agree that such increased Base Rent is not a penalty but a reasonable estimation of Lessor's damages for any holdover. In addition to the Base Rent, while occupying and/or in possession of the Demised Premises as a Lessee at sufferance, Lessee agrees to pay monthly: (a) one-twelfth (1/12) of the Real Estate Taxes payable for the Lease Year immediately prior to the Lease Year in which the expiration occurs; (b) the monthly Shopping Center Common Area Maintenance Expenses payable for such month; and (c) the cost of insurance for which Lessee would have been responsible if this Lease had been renewed on the same terms contained herein. Such tenancy shall be subject to all the other conditions, provisions and obligations of this Lease.

ARTICLE XXV. QUIET ENJOYMENT

25.01 Lessor agrees that if Lessee pays the Base Rent and other charges herein provided and performs all of the covenants and agreements herein stipulated to be performed by Lessee, Lessee shall, at all times during the Term, have peaceable and quiet enjoyment and possession of the Demised Premises without any manner of hindrance from Lessor or any persons lawfully claiming through Lessor, except as to such portion of the Demised Premises of the Shopping Center as shall be taken under the power of eminent domain or which may be claimed by any mortgagee of the Demised Premises or the Shopping Center.

ARTICLE XXVI. REIMBURSEMENT

26.01 All terms, covenants and conditions herein contained, to be performed by Lessee, shall be performed at Lessee's sole cost and expense; provided, however, if Lessor shall pay any sums of money or do any act which requires the payment of money, by reason of the failure, neglect or refusal of Lessee to perform such term, covenant or condition, the sum of money so paid by Lessor shall be payable by Lessee to Lessor with the next succeeding installment of rent. All sums payable by Lessee to Lessor under this Lease shall be paid without any prior demand therefor and without any deduction or set-off whatsoever.

ARTICLE XXVII. FUTURE DEVELOPMENTS AND EASEMENTS

27.01 Notwithstanding anything provided herein to the contrary, Lessor hereby reserves the right to develop at any time or from time to time all or any part of that portion of the Shopping Center property, including any of the Common Areas thereof, in such manner as Lessor may in its sole discretion determine without regard to the configuration of the buildings or parking areas now or hereinafter existing on the Shopping Center property, and without including any portion of the future development area as part of the Common Areas as described in Article XII hereof. In connection with any such future development of the Shopping Center or the Common Areas thereto, Lessor shall have the exclusive right to attach to, construct on, and otherwise use any part of the roof or exterior walls of the Demised Premises or the other buildings of the Shopping Center of which the Demised Premises form a part, including the erection of temporary scaffolds on or adjacent to the Demised Premises; and the installation, maintenance, repair and replacement of pipes, ducts, conduits and wiring leading through the Demised Premises to serve other portions of the Shopping Center property or any adjoining property owned or controlled by Lessor.

27.02 Lessee shall permit Lessor or its designees to erect, use, maintain and repair pipes, cables, conduits, plumbing, vents and wires in, to and through the Demised Premises, as and to the extent that Lessor may now or hereafter deem to be necessary or appropriate for the proper operation and maintenance of the building in which the Demised Premises is located or any other portion of the Shopping Center. All such work shall be done, so far as practical, in such manner as to avoid interference with lessened use of the Demised Premises.

27.03 Upon sixty (60) days prior written notice to Lessee, Lessor shall have the right to relocate Lessee within the Shopping Center to a space for Lessee's permitted use, which space shall be of approximately the same architectural nature and square footage as the Demised Premises.

ARTICLE XXVIII. SIGNS

28.01 Lessee shall provide, install and maintain, at its own cost and expense a sign on the facade of the Demised Premises, provided that such installment shall be made in such manner as will not affect the rights of Lessor under any roofing bond and/or other guarantee which shall then be in force and effect. Such sign and/or any other exterior sign, advertisement or notice and its/their placement on the building must be approved by Lessor in writing before installation and must conform to all applicable rules, regulations, codes and directives of governmental agencies having jurisdiction. Lessee agrees that Lessee will not place any signs, advertisements or other type of structure or other obstruction on the building or grounds of the Shopping Center, and Lessee shall not operate any loudspeaker or other device which can be heard outside of the Demised Premises without Lessor's consent. Lessee agrees not to place any paper sign on any window of the Demised Premises. If a pylon mounted, internally illuminated, or any other type of sign is permitted by Lessor, in any location within or without the Shopping Center, Lessee shall bear all costs and liabilities related to the installation, maintenance, repair, and operation of said signs. All signs shall conform to the standards set forth in Exhibit A hereto.

ARTICLE XXIX. LEGAL COMPLIANCE

29.01 Environmental Compliance - Lessee and its agents and employees shall use the Demised Premises and conduct any operations thereon in compliance with all applicable federal, state, and local environmental statutes, regulations, ordinances and any permits, approvals or judicial or administrative orders issued thereunder.

29.02 Environmental Hazards Lessee covenants that:

(a) No hazardous substances shall be generated, treated, stored or disposed of, or otherwise deposited in or located on the Demised Premises, including without limitation, the surface and subsurface waters of the Demised Premises;

(b) No activity shall be undertaken on the Demised Premises which would cause:

(i) the Demised Premises to become a hazardous waste treatment, storage or disposal facility within the meaning of, or otherwise cause the Demised Premises to be in violation of the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. Section 6901 et seq., or any similar law or local ordinance;

(ii) a release or threatened release from any Source on the Demised Premises of Hazardous Substance from the Demised Premises within the meaning of, or otherwise cause the Demised Premises to be in violation of, the Comprehensive Environmental Response Compensation and Liability Act, as amended

("CERCLA"), 42 U.S.C. Section 9601 et seq., or any similar law or local ordinance or any other environmental law; or

(iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any pollution emissions, which would require a permit under the Federal Water Pollution Control Act ("FWPCA"), 33 U.S.C. Section 1251 et seq., or the Clean Air Act ("CAA"), 42 U.S.C. Section 7401 et seq., or any similar state law or local ordinance;

(c) There shall be no substance or conditions in or on the Demised Premises which may support a claim or cause of action under RCRA, CERCLA, any other federal, state, or local environmental statutes, regulations, ordinances or other environmental regulatory requirements or under any common law claim relating to environmental matters, or could result in recovery by any governmental or private party of remedial or removal costs, natural resources damages, property damages, damages in personal injuries or other costs, expenses or damages, or could result in injunctive relief arising from any alleged injury or threat of injury to health, safety, or the environment; and

(d) There shall be no storage tanks or release or threatened releases from such tanks located on the Demised Premises.

(e) For purposes of this Lease, "Hazardous Substances" shall mean any and all hazardous or toxic substances, hazardous constituents, contaminants, wastes, pollutants, or petroleum (including without limitation crude oil or any fraction thereof), including without limitation hazardous or toxic substances, pollutants and/or contaminants as such terms are defined in CERCLA or RCRA; asbestos or material containing asbestos; and PCB's, PCB articles, PCB containers or PCB N277.

(f) Lessee shall further indemnify, hold harmless and defend Lessor from any and all claims arising out of a breach of this covenant by Lessee.

29.03 Americans with Disabilities Act Compliance Lessee agrees to comply, at its sole cost and expense, with all provisions of the Americans with Disability Act (the "ADA"). Lessor shall comply, at its sole cost and expense, with all provisions of the ADA applying to the exterior or structural portions of the Demised Premises unless such compliance is necessitated directly or indirectly by the actions or non-actions of Lessee. Lessor's obligations hereunder shall not apply to the renovation of restrooms. Lessee and Lessor shall each indemnify the other and hold the other harmless from any violation of the ADA, for any fines or penalties imposed on the other for such violations and for any other costs and reasonable expenses incurred in defending against any alleged or actual violation of the ADA.

ARTICLE XXX. NOTICES

30.01 Any notice, request, demand, approval, consent or other communication which Lessor or Lessee may be required or permitted to give to the other party shall be in writing and shall be mailed by certified mail, return receipt requested, to the other party at the address specified below, or by hand delivery, if such communication is to Lessee, or to such other address as either party hereof shall have designated by notice to the other:

If to Lessor: **Vishal Hawthorne Plaza, LLC.**
5675 Jimmy Carter Blvd, Suite 500
Norcross, GA 30071

If to Lessee: **City of Mableton**
Attn: William Tanks, City Manager
1245 Veterans Memorial Highway SW, Ste. 20
Mableton, GA 30126

With email copy to:

William.tanks@mableton.gov
Michael.owens@mableton.gov

ARTICLE XXXI. SECURITY DEPOSIT

31.01 Within 5 business days of this Lease's Effective Date, Lessee shall deposit with Lessor the sum of **Eight Thousand Three Hundred Thirty-Three dollars (\$8,333.33)** as security for the faithful performance and observance by Lessee of the terms, provisions and conditions of this Lease. No interest thereon shall be payable unless and to the extent required by law. It is agreed that if Lessee defaults with respect to any of the terms, provisions, and conditions of this Lease, including, but not limited to, the payment of Base Rent and additional rent, Lessor may use, apply or retain the whole or any part of the security so deposited to the extent required for the payment of any Base Rent and additional rent or any other sums as to which Lessee is in default. Lessor shall promptly return the security deposit to Lessee upon termination of the Lease or if Lessor does not deliver the Demised Premises to Lessee as required under this Lease.

31.02 Lessor may transfer the security deposit to any purchaser of Lessor's interest in the Demised Premises, in which event Lessor shall be discharged from any further liability with respect to such deposit and Lessee will look solely to the purchaser of Lessor's interest for any return of said security deposit.

ARTICLE XXXII. DEFINITION OF LESSOR

32.01 The term "Lessor" as used in this Lease means only the owner or the mortgagee in possession for the time being of the building and the land thereunder so that in the event of any sale of said building or an assignment of this Lease or any underlying lease or a demise of both said building and land, Lessor hereunder shall be and hereby is entirely freed and relieved of all obligations of Lessor herein and it shall be deemed without further agreement between the Parties and such purchaser(s) assignee(s) or lessee(s) that the purchaser, assignee or lessee has assumed and agreed to observe and perform all obligations of Lessor hereunder. The provisions of the preceding sentence shall be applicable to any successor Lessor.

32.02 Lessee shall look solely to the estate and property of Lessor in the Shopping Center (subject to prior rights of any mortgagee) for the collection of any judgment (or other judicial process) requiring the payment or expenditure of money by Lessor in the event of any default or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and, without any exception, no other property or assets of Lessor or any officer, director, shareholders, partner or principal of Lessor or its successors or assigns shall be subject to levy, execution or other enforcement procedure for the satisfaction of Lessee's remedies.

ARTICLE XXXIII. AFFILIATE

33.01 "Affiliate" means any person, firm, or corporation which controls or is controlled by the Party in question, or is controlled by the same personnel, or firm(s), or corporation(s), or which is a member with such Party in a relationship of joint venture, partnership or notice form of business association which in any way affects the subject matter involved. The term "control" means the ownership of stock possession, and of the right to exercise more than fifty (50%) of the total combined voting power of all classes of stock of the controlled corporation issued, outstanding and entitled to vote for the election of directors, whether such ownership be direct or indirect through control of another corporation or firm.

ARTICLE XXXIV. NOTICE TO MORTGAGEE AND GROUND LESSOR

34.01 After receiving notice from any person, firm or other entity that it holds a mortgage which includes the Demised Premises as part of the mortgaged premises or that it is the ground lessor under a lease with Lessor, as ground lessee, which includes the Demised Premises as a part of the Demised Premises, no notice from Lessee to Lessor shall be effective unless and until a copy of the same is given to such holder or ground lessor and the curing of any of Lessor's defaults by such holder or ground lessor shall be treated as performance by Lessor. In such event the holder or ground lessor shall have thirty (30) days from notice to such holder or ground lessor to cure defaults (or such greater period of time as shall be reasonable necessary under the circumstances) before Lessee may exercise its remedies hereunder.

ARTICLE XXXV. GROUND LESSOR

35.01 Any ground lessor under a ground lease relating to property of which the Demised Premises is a part shall never be treated as being Lessor hereunder or as having any of the obligations of Lessor hereunder unless and until such ground lessor expressly assumes the position of Lessor hereunder by terminating such ground lease, by taking possession of the Demised Premises and by commencing to collect the rent and other charges provided for herein.

ARTICLE XXXVI. LESSOR'S DEFAULT

36.01 Lessor shall in no event be in default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within thirty (30) days or such additional time as is reasonably required to correct any such default after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation. In no event shall Lessee have any right to terminate this Lease by reason of Lessor's default and Lessee hereby waives the benefit of any present or future law which may grant to Lessee the right to so terminate.

ARTICLE XXXVII. MISCELLANEOUS

37.01 If any term or provision of this Lease or the application thereof to any person or circumstances shall to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

37.02 Except as herein otherwise expressly provided, the terms and provisions hereof shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and permitted assigns, respectively, of Lessor and Lessee. Each term and each provision of this Lease to be performed by either Party shall be construed to be both an independent covenant and a condition. The reference contained to successors and assigns of Lessee is not intended to constitute a consent of Lessor to any assignment by Lessee, but has reference only to those instances in which Lessor may have given consent to a particular assignment.

37.03 This writing contains the entire agreement between the Parties hereto, and no agent, representative, salesman or officer of Lessor hereto has authority to make or has made any statement, agreement or representation, either oral or written, in connection herewith, modifying, adding or changing the terms and conditions herein set forth. No modification of this Lease shall be binding unless such modification shall be in writing and signed by the Parties hereto. Lessee hereby further recognizes and agrees that this Lease shall have no force or validation until and unless it is approved by the City's Council, and thereafter executed by both Parties as appearing on the signature page to this Lease.

37.04 The captions or titles used throughout this Lease are for reference and convenience only and shall in no way define, limit or describe the scope or intent of this Lease. Words or any neuter gender used in this Lease shall be held to include both the masculine and feminine gender and words in the singular number shall be held to include the plural, and vice-versa.

37.05 If Lessor is unable to give possession of the Demised Premises on the date of commencement of the Term hereof, because of holdover or retention of possession of the Demised Premises by any previous lessee or occupant, Lessor shall not be subject to any liability for failure to give possession on said date and validity of this Lease shall not be impaired under such circumstances, nor shall the same be construed in any way to extend the Term hereof but Base Rent payable hereunder shall be abated (provided Lessee is not responsible for inability to

Commented [va2]: Please provide language to address the individual executing the lease on behalf of the Lessee represents the City of Mableton.

obtain possession) until after Lessor shall give Lessee written notice that the Demised Premises are ready for Lessee's occupancy.

37.06 A(a) Both Parties shall comply with all laws, ordinances, rules and regulations of governmental authorities (including zoning laws and building codes) and insurance underwriters, and any other organization exercising similar functions, affecting the Demised Premises.

37.07 Late charges. If any payment of Base Rent, additional rent or other charges due pursuant to the provisions of this Lease shall not be paid to, and received by Lessor, on or before the fifth (5th) day following the date the same is otherwise payable pursuant to this Lease, then the Lessee shall pay to Lessor, as and for a late charge, and as additional rent, ten percent (10%) of the amount not so timely paid. In addition, if Lessee attempts to make payment of the sums due under the terms of this Lease by a way of a check that is returned unpaid from Lessee's banking institution, Lessor shall be entitled to collect a returned check fee equal to one hundred and ~~twenty~~ fifty dollars (\$125.00) in each instance.

37.08 Nothing contained in this Lease shall be deemed or construed as making the Parties' partners or co-venturers, or as making Lessor an associate of Lessee in the conduct of its business, or as making either of the parties in any way responsible for the debts, losses or obligations of the other. It is understood and agreed that the relationship between the Parties is, and is limited to, that of Lessor and Lessee.

37.09 Effect of submission. The submission of this Lease for examination does not constitute an offer to lease, and this Lease becomes effective only upon execution thereof by both Lessor and Lessee.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized officers as set forth below:

CITY OF MABLETON, GEORGIA:

VISHAL HAWTHORNE PLAZA, LLC:

Michael Owens, Mayor

Insert name, title

This _____ day of _____, 2024.

So sworn and signed before me this _____
day of _____, 2024.

APPROVED AS TO FORM:

Emilia C. Walker, Interim City Attorney

SIGNED, SEALED, AND DELIVERED
IN THE PRESENCE OF

LESSOR: Vishal Hawthorne Plaza, LLC,

By: _____

Title _____

Date: _____

LESSEE: William Tanks, City Manager
City of Mableton

By: _____

Title _____

Date _____

Exhibit A

SIGN STANDARDS

All signs, lettering and symbols are subject to the prior written approval of Lessor or Lessor's agent as to type, content, size, construction, color, finish and location prior to installation of same. All fabricated signs shall be according to design as provided from supplier as specified by Lessor. Lessee is required to install signage within two (2) months of taking possession of the Demised Premises.

A. Type.

1. Restrictions.
 - a. No sign shall contain neon or similar tubing or lighting elements.
 - b. No moving, flashing or blinking signs.
 - c. No iridescent painted signs.
 - d. No daylight-fluorescent plastic signs.
 - e. No signs mounted on illuminated plastic faced sign panels.
 - f. No illuminated major signs.
 - g. No exposed raceways, wiring troughs, conduits or ballasts.

B. Content.

1. Lettering shall be restricted to the Lessee's trade name. Such designation shall not include any specification of the merchandise offered by sale or the services rendered, and shall not contain advertising devices or slogan. Notwithstanding the foregoing, Lessee's prior written approval only.
2. No more than one (1) line of lettering may be used on the sign area.
3. Lessee shall erect no more than one (1) sign on the sign area.
4. Requirements permitting, permits, underwriter's labels, name of company, names of fabrications, etc., shall be located so as to be completely inconspicuous.

C. Size.

1. All signs shall be the same size and shall be as specified in Lessee's design.

D. Construction.

1. All signs shall be the same size and shall be specified in Lessee's design.

E. Location.

1. No signs shall be mounted on the roof, or any projection above the roof, nor shall any neon, plastic, show card or other permanent or non-permanent sign be located on, in front of, or immediately behind the store front glass area. However, small unlighted identification signs of suitable design and material may be approved at the discretion of Lessor or Lessor's agent.
2. No sign shall extend in height to a point which is higher than 1' 10" below the top of the building or its parapet.
3. All signs shall be the same size and shall be as specified in Lessee's design.

F. Approval.

1. Three white prints and one sepia of each shop drawing of all signs shall be submitted to

Lessor for approval prior to installation. The shop drawing shall indicate the size of all lettering and background panels, their location on the facade in relation to floor level, store divider and building line. Proposed location of license, union and fabricator labels shall be indicated. A schematic section through the sign shall be provided. Colors and finishes of all materials shall be specified. All "approved as corrected" drawings shall be resubmitted until marked "approved" by Lessor. Incomplete drawings will be returned without approval. Samples shall be submitted if requested by Lessor.

2. Variances from the above will be considered on their individual merits by Lessor who also reserves the right to disapprove of any signs which are out of character with the Shopping Center as a whole, or those signs which, in the opinion of Lessor, clash with the color of previously approved signs for adjacent buildings or stores.

3. The installation, use or display of any signs for kiosks, promotional displays, or show, shall in each case be subject to the prior written approval of Lessor.

G. Upon vacating of the premises, Lessee's sign, excluding Plexiglas panel inserts, shall become the property of Lessor and remain in position.





Exhibit B

SPECIAL STIPULATIONS

1. ~~Lessee shall deposit with Lessor upon execution of this Lease, \$8,333.33 in certified funds as Security Deposit.~~

2. ~~Lessee shall deposit with Lessor upon execution of this Lease, \$8,333.33 in certified Funds as first month are rent.~~

3. ~~Extension Option:~~

~~Lessee shall have the right to extend this Lease for one (1) additional renewal term of Three (3) Years (the "Renewal Terms") at a 10% base rent increase, provided that no default exists at the time Lessee exercises its right to Extend the Lease. Lessee shall Exercise its Renewal Term option in the following manner: -~~

~~At least one hundred eighty (180) days prior to the expiration of the Lease term,~~

~~Any subsequent Renewal Term in effect, Lessee shall notify Lessor in writing of its Election to exercise its Renewal Term option.~~

~~If Lessee shall fail to notify Lessor within the required time period, then the upcoming Renewal Term, together with any Subsequent Renewal Term as may be provided in this Lease, shall automatically Terminate and Lessee shall be deemed to have irrevocably waived such right to extend the Lease pursuant to the Renewal Term option.~~

1. Lessee shall obtain and deliver to Lessor, at Lessee's sole cost, a maintenance agreement with a reputable licensed HVAC contractor approved by Lessor for the quarterly servicing of the HVAC system through the Term of the Lease Agreement. As a minimum, the HVAC system shall be serviced at lease once per quarter by the service provider, including, but not limited to, (i) changing the filters, (ii) inspecting, and if necessary, cleaning condensing coils and evaporator coils, (iii) inspecting and, if necessary, tightening or replacing the belt on any HVAC unit having a belt driven fan, and (iv) inspecting, and if necessary, tightening any electrical terminations. Lessee shall be responsible for major repairs and replacement of the HVAC system and equipment up to one thousand, five hundred (\$1500.00) dollars per unit per occurrence at Lessee's sole cost and expense, after which Lessor shall be responsible for cost. In the event, Lessor shall be partially responsible for costs and expense, Lessor shall select the HVAC contractor to make such repairs and replacement.

2. ~~1.~~

3-2 Early Access: Lessee shall have access to the premises 24 hours per day, seven days per week after the Commencement Date. Prior to the Commencement Date, with Lessor's approval, Lessee may visit the unit for the purposes of information collection and Lessee build out planning. Lessee must get written approval from Lessor if any enhancements or minor renovations want to be conducted prior to the Commencement Date. Lessor has the sole right to deny access or renovations to be made by Lessee if per Lessor's sole discretion such visits or renovations will interfere with Landlord's Work.

Commented [EW3]: Security Deposit is addressed in Sec. 31.01. Also, the renewal and term is addressed in 2.02. The City can only do one year renewable terms by law. OCGA 36-60-13. Please see sec. 2.02.

Exhibit C
Landlord's Work

~~For purposes of this Lease, "Landlord's Work" means, collectively the alterations and improvements to the Demised Premises to be constructed and installed by Landlord in accordance with the terms and conditions of this Lease, as more particularly described in Exhibit C1-2 attached to and hereby made a part of this Lease. Lessor shall complete the "Landlord's Work" described in Exhibit C1-2 and deliver the Demised Premises to Lessee. All of Lessor's Work will be performed in good and workmanlike manner and will comply with all applicable building codes. Lessor shall use commercially reasonable effort to "Substantially Complete" the Landlord's Work no later than 120 days from the day Architect delivers 3 copies of the permitted Architectural Plans to Lessor. Any changes to the Architectural Plans will extend the completion date.~~

Commented [EW4]: Moved this paragraph to the body of the Lease (Sec. 3.03) so that the existence of these Exhibit's are referenced in the main body.

Lessee shall apply for permitting with respect to Lessee's Architectural Plans no later than five (5) business days following the Lease's Effective Date. Landlord's Work shall conform to the requirements of applicable governmental authorities and shall be consistent with Lessee's Architectural Plans. Lessee's Architectural Plans may be amended as requested by Lessee and approved in writing by Lessor. Lessee shall be responsible for additional costs associated with Change Orders on the Architectural plans and build out. Lessee shall be responsible for acquiring permitted Architectural Plans ready for construction within fifteen (15) business days of Effective Date.

Upon substantial completion of Landlord's Work, Lessor shall provide written notice to Lessee to schedule an inspection between Lessee or Lessee's agent and Lessor or Lessor's Agent. Lessee shall have the right to inspect the Demised Premises for any deficiencies or issues within three (5) business days of Lessee's receipt of such notice. Any concerns or discrepancies from the approved Architectural plans must be reported to the Lessor in writing within three (3) business days of the inspection. Lessee shall accept the Demised Premises, in writing, if Landlord's Work is substantially complete following inspection. The date which falls thirty days following Lessee's written acceptance of the Demised Premises shall be known as the "Commencement Date" under this Lease. Any remaining punch list items will be completed by the Lessor within a reasonable timeframe per the Architectural Plans. Lessee shall become responsible for the repair and maintenance of the Demised Premises per the conditions in the Lease Agreement once Lessee has accepted Possession of the Premises.

Lessor shall be responsible for the first thirty thousand (\$30,000.00) dollars of the cost of buildout, including but not limited to, demolition, electrical, plumbing, HVAC, sprinkler, drywall, framing, furnishings for bathroom and breakroom, painting, and flooring as detailed in Exhibit D. Lessee shall be responsible for all costs above \$30,000.00. Lessee shall be solely responsible for the installation of fire alarm, data services and low voltage. Lessee shall compensate Lessor in two parts during the construction period – half payment of total cost Lessee is responsible for paid to Lessor mid-way through the construction period due upon invoice from Lessor and remaining balance due upon acquiring of the certificate of occupancy and possession of premises.

Upon Acceptance of Possession by Lessee from Lessor of the Demised Premises, Lessee shall be solely responsible for repair and maintenance of the Demised Premises as set forth under the terms of this Lease.

Exhibit C1: Landlord's Work

Demolition:

- Demolition of existing offices, bathrooms, flooring, interior walls, etc.

Plumbing:

- Relocating the plumbing lines – concrete cutting and new plumbing installation
- Enlarging the bathrooms per Architectural Plan to be ADA compliant per plan
- Relocating the breakroom sink lines

Electrical:

- Lighting (2x4 lights) relocated per Architectural Plan within existing ceiling grid
- Emergency lighting located per Architectural Plan
- Installation of light switches and wall outlets in new offices spaces

HVAC:

- Servicing of existing HVAC system. No additional units to be installed
- Redesign of duct work, diffusers, HVAC equipment per Architectural Plan

Sprinkler:

- Relocate sprinkler heads to meet fire code

Drywall, Doors, Frames, Hardware:

- Building of framing and walls for new office spaces, bathrooms, storage
- Installation of doors and hardware per plans

Flooring:

- Installation of VCT flooring throughout the Demised Premises and tiles in the bathroom and breakout area to be selected by the Lessor with approval from the Lessee within 3 business days of options provided. If selection is not made in this timeframe, Lessor shall select on behalf of the Lessee.

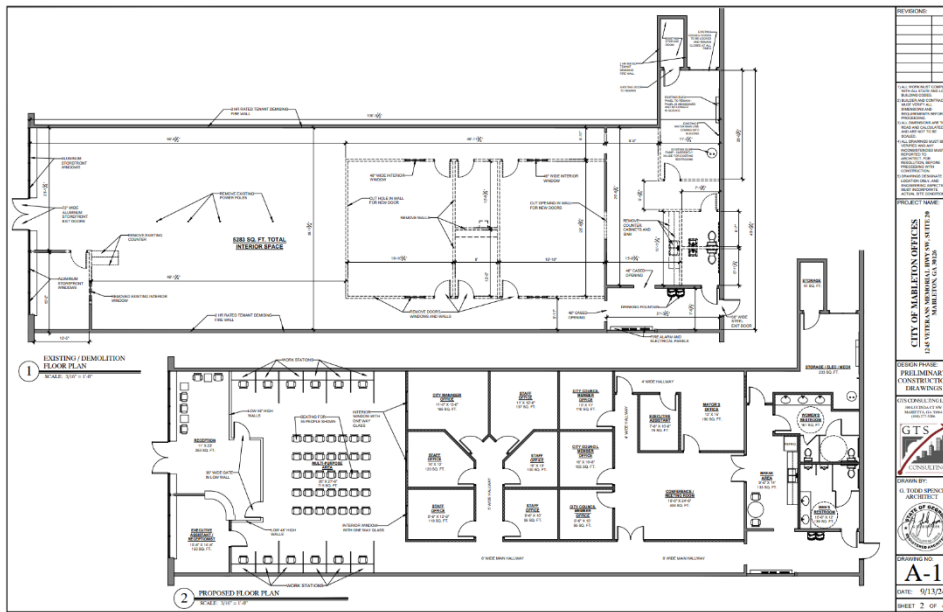
Painting:

- All walls will be painting standard Agreeable Gray by Sherwin Williams. All doors and trim will be painted white by Sherwin Williams

Furnishings (Countertop, Cabinets):

- Lessor shall select standard cabinets and countertops for the bathrooms and breakout area
- Lessee is responsible to install furnishings for offices, cubicles (including dividers), etc.

Exhibit C2: Architectural Plans





AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Approval of September 11, 2024 Regular Meeting Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. September 11, 2024 City Council Meeting Minutes Rev2 (1)



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
September 11, 2024 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order.

2. ROLL CALL

City Clerk Hiott conducted the roll call and a quorum was present.

3. INVOCATION

Councilmember Ron Davis led in the invocation.

4. PLEDGE OF ALLEGIANCE

Led by all law enforcement and first responders who attended the meeting.

5. APPROVAL OF AGENDA

City Manager Tanks asked that Item 7c be added to the agenda: First Read of Mableton's Prospective FY 2025 Spending Plan.

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Davis to approve the agenda, adding Item 7c - FY 2025 Spending Plan. The motion carried 7-0.

6. PUBLIC HEARINGS

None.

7. PRESENTATIONS/ACKNOWLEDGEMENTS/PROCLAMATIONS

a. Proclamation Recognizing the Heroism and Dedication of First Responders in Honor of September 11, 2001

Mayor Owens spoke about remembering September 11, 2001 and recognizing and honoring the service and dedication of law enforcement officers, firefighters, emergency medical technicians and other first responders. Mayor Owens read and presented the *Proclamation Recognizing the Heroism and Dedication of First Responders in Honor*

of September 11, 2001. Photos were taken. City Manager Tanks reported the City Council signed cards, and the cards along with donuts and cupcakes were given to officers, firefighters, and other first responders in Mableton and South Cobb areas.

b. YMCA Programs - Jared Guyer, Executive Director

Mayor Owens recognized Jared Guyer, Executive Director of YMCA and Kristn McEwen, Chief Experience Officer of YMCA of Metro Atlanta, who provided a presentation about the YMCA Programs. The presentation is available in the record. Their presentation addressed the history of the YMCA, mission, vision and values, metro Atlanta locations, strategic plan pillars and priorities, approach, membership, programming and programs. They addressed how there was a lot of possibility for the City of Mableton to have a YMCA located in the Mableton area.

Mayor Owens thanked them for their presentation. Questions and discussion followed about the current membership and potential membership of Mableton, Powder Springs, Douglasville, Austell, Smyrna and nearby locations. Ms. McEwen pointed out that the beauty of the YMCA membership, was that the members have access to YMCA facilities all over the Atlanta area and country. There is no additional charge.

The council thanked Ms. McEwen and Mr. Guyer for their presentation.

c. Mableton FY 2025 Spending Plan - Shawn Gillen, PhD - Sumter Local Government Consulting

City Manager Tanks provided background about how the City was doing full actions of presenting a projected budget, It is called a Spending Plan during the transitional time. The Council recently approved the transitional 90-day interim Spending Plan that expires October 1st. This is the first read of the projected FY 2025 Spending Plan. There will be a public hearing on September 25th for the projected FY 2025 Spending Plan. The FY 2025 Spending Plan will be from October 1 to June 30, 2025.

Mr. Guillian stated he had been in local government since 1997 when he was a mayor. He holds a Phd in Public Administration with a focus on public finance. This is the first real budget for the City. The challenge is that there is no historical base. He used the Feasibility Study of 2018 and year-to-date revenues and activities.

Mr. Guillin presented the FY 2025 Spending Plan. The plan is available in the record. He explained the top three revenues include franchise fees, insurance premium tax and Motor Vehicle Tax and keeping a close eye on these. When making the proposed spending plan, the expenditures were overestimated and revenues were underestimated. Every salary position was at the highest level. The insurance was at the highest insurance plan. This would provide flexibility. Once through the first budget cycle, the City will have more historical data. This time, he took a very conservative approach.

Questions and discussion followed.

- The bulk of the budget (spending plan) is for salaries and benefits.
- Councilmember Auch asked about the discretionary funds set in the Charter (Section 2.1) referencing the amount in the miscellaneous fund. Questions and discussion continued. Per discussion, Mr. Tanks confirmed the \$5,000 for the

mayor and \$3,000 for each council member will be added to the Spending Plan as a specific, separate line item separate from the miscellaneous fund.

- Councilmember Ferguson asked about the projected \$10,000 overtime line item in each of the departments. Mr. Tanks explained that it was just a projected placeholder and can be amended later as monitored.
- Council discussed the Sustainability, Waste, and Beautification Spending Plan Department, and different models for having the Keep Mableton Beautiful Department and executive salary. In the Spending Plan, there are two employees, the SWB Director and one administrative assistant.
- There will be a public hearing about the Spending Plan, prior to the second read. The Spending Plan with all updates will be available for anyone to see.
- Mayor Owens asked for a public hearing at the next meeting.

Mr. Tanks explained there is an interim Spending Plan that expires October 1st. He would like to have the FY 2025 Spending Plan approved by October 1st. He will have the Spending Plan available for viewing at the administrative offices. The City was in transition, so this was not a formal adoption. He said he was willing to do what was needed to meet the deadline. It's to keep us honest, October 1st would be nice. Mayor Owens confirmed with the City Clerk she would send out a public notice.

City Manager Tanks thanked Council for approving the recent HR and Financial services contracts and providing him with the tools and resources needed for the start-up and get the great talent such as Dawn, Dr. Gillin, and others of the Finance team. He felt good about the City's progress, noting the City was getting on target for providing services. Council commended Mr. Tanks for a job well done.

8. APPOINTMENTS

None.

- 9. PUBLIC COMMENTS** - 2 minutes per speaker - no more than 30 minutes for all speakers. Anyone wishing to make a public comment should complete and submit the public comment card to the City Clerk prior to the start of the meeting.

Jo Lahmon, Regional Manager for the South Cobb Library System, provided details about upcoming programs. On September 16th, Vinny Cobb County Fire Investigations Unit's First ever Accelerant Detection Canine and attendees can see him in action at 11:00 am - 12:00 pm at South Cobb Regional Library. On Monday, September 16th. there will be a learning English as a second language class at South Cobb Library on Saturdays at 1:00 pm. She provided additional information about the upcoming biannual book sale and volunteer opportunities.

Councilmember Ferguson recommended Ms. Lahmon submit her dates and events on a form located on the City's website, so the events could also go on the City's community calendar page.

10. CONSENT AGENDA

Motion was made by Councilmember Oladapo and seconded by Councilmember Ferguson to approve the Consent Agenda. The motion carried 7-0.

Councilmember Herndon asked about the version of Chris Pike's contract. City Clerk and City Attorney reported the current contract was uploaded on Monday. City Clerk Hiott confirmed the August 28, 2024 minutes were corrected to show the correct terms.

- a. **Ratification of Contract with Consultant Chris Pike for Financial Services**
- b. **August 26, 2024 Work Session Minutes**
- c. **August 28, 2024 Regular Meeting Minutes**

11. UNFINISHED BUSINESS

None.

12. NEW BUSINESS

- a. **First Read - An Ordinance and Adoption Agreement for City of Mableton Georgia Municipal Employees Benefit System (GMEBS) Retirement Plan - City Clerk Susan Hiott and GMEBS Retirement & Defined Contribution Programs Field Service Rep Josh Colley**

Mayor Owens announced the item and provided background. He explained this was first read of the ordinance for the City's retirement plans. City Clerk Susan Hiott explained there would be amendments to the proposed ordinance after adoption of this ordinance. There are a few changes related to allowing those employees who were 1099, contract labor, to have their time credited for the plan. This also included the Council. The current ordinance is being adopted to have in place for the upcoming new hires. An amendment will be later. Ms. Hiott introduced Josh Colley of the Georgia Municipal Employees Benefit System (GMEBS) who provided a summary of the proposed retirement plans. Highlights of the plans:

- The plan was a very good defined benefit plan.
- The normal retirement age is 62, which is a better retirement age benefit.
- Early retirement at reduced benefits is age 55 with at least ten years of service.
- There is a 2% benefit multiplier.
- Elected officials receive \$50 per month for every year served on council.
- Employees are vested after 5 years.
- Elected officials are immediately vested.
- There is a 5 % variable cost of living for retirees - up to 5%.
- The plan will be effective October 1, 2024, after the second read.

Mayor Owens thanked Mr. Colley for his presentation.

- b. **Consideration and Approval of Authorizing the Mayor to Execute an IGA between Mableton Development Authority (MDA) and City of Mableton - City Manager Bill Tanks**

Mayor Owens announced the item and provided background. He explained the Mableton Development Authority (MDA) item had been discussed earlier and was a commitment of the City since the beginning. Greg Fuller who is General Manager at Six Flags, was appointed to be a member of the MDA. The MDA has had their first meeting already. The

City will assist them with funding. The MDA is tasked with providing economic development services for the City of Mableton. MDA has partnered with the Cobb Chamber of Commerce, which is a defacto economic development arm. This is an immediate shot in the arm that gives the City the ability to gain access to the Chamber, a host of experts and other aspects of economic development that the City does not have in-house. The City Manager has worked on this a lot, and there has been an outstanding coordinated effort. He commended the previous South Cobb Redevelopment Authority for making the transition (rebirth) to the Mableton Development Authority.

City Attorney Walker-Ashby explained that if approved, she would ask Council to authorize the mayor to finalize and execute it in substantial form. Thei MDA's attorney was out of the office for vacation and comes back the following day. He has not had real meaningful opportunity to look at the contract. She explained how the MDA was a separate body, created by the General Assembly, so this was a collaboration between the City and MDA to further economic goals and accomplishments. It provides a funding source for MDA, and creates a path for greater communication and the City. If there are substantial changes, the contract will be brought back to the Council.

Councilmember Auch asked if the contract should be deferred until all parties had reviewed the contract. Discussion followed about whether to defer. City Attorney Walker-Ashby reported the MDA had not asked for deferral. She had received an email that their attorney was on vacation. Councilmember Auch asked if there was funding in the proposed spending plan for the IGA and funding, Mr. Tanks explained there was enough contracted services under the Community Development Department.

Motion was made by Councilwoman Jeffcoat and seconded by Councilman Davis to approve the Mayor to execute an IGA between Mableton Development Authority and the City of Mableton and the Mayor to finalize and execute it in substantial form. The motion carried 7-0.

Mayor Owens recognized Representative Terry Cummings, who was present in the audience, for her support of the legislation for the MDA. He thanked all the other legislation and Council that helped to make this happen. The MDA are excited, and he hoped the Council and residents were excited about the opportunities to come from this partnership.

c. CBI - Funding for Furniture for 6116 Mableton Parkway - City Manager Bill Tanks

Mayor Owens announced the item and recognized City Manager Tanks who provided background. He explained the item had already been discussed in the work session. This item was for the furniture for the build out of Suite 140 and 141. The expenditure was over \$10,000 so he was bringing to the Council for approval. The amount is now \$54,000 instead of \$49,000. Originally he was planning to move a conference table, but was leaving it in its current location. He was purchasing another conference table for the 6116 Mableton Parkway suites.

Mayor Owens addressed concerns about shipping and timelines and asked if it was a single supplier. Mr. Tanks explained the furniture was being ordered from a Cobb County minority vendor. The furniture was Hon and was under state contract. The delivery is

estimated at 8 weeks from the time of payment. Mr. Tanks stated the designs/details were located in the agenda packet.

Motion was made by Councilmember Auch and seconded by Councilmember Ferguson to approve funding for furniture for 6116 Mableton Parkway . The motion carried 7-0.

13. OTHER BUSINESS/DISCUSSION

None.

14. CITY MANAGER'S ANNOUNCEMENTS/COMMENTS

No comments.

15. CITY ATTORNEY/CITY CLERK/STAFF ANNOUNCEMENTS/COMMENTS

No comments.

16. MAYOR AND COUNCIL ANNOUNCEMENTS/COMMENTS

Mayor and Council thanked everyone for attending the meeting. A summary of other comments made:

- Councilmember Davis reminded everyone to remember September 11, 2001. He knew some people that had lost their relatives. He wished everyone a good night and to be safe.
- Councilmember Oladapo spoke about the mobile PNC Bank that arrives at the EpiCenter every other Friday. She thanked Rep Cummings for helping bring it to the community.
- Councilmember Oladapo provided information about a festival coming up in October at the TPL property at Mableton Parkway and Discovery Blvd.
- Councilmember Jeffcoat expressed her prayers and thoughts for those that lost loved ones on 9-11. She wished Councilmember Herndon a Happy Birthday.
- Councilmember Auch provided community announcements about the volunteers for cleanups in District 4 last weekend. The Girl Scouts of Greater Atlanta are Celebrating 100 years at Camp Timber Ridge on September 21, 1:00 pm to 5:00pm, and other upcoming events. The presentation is available in the agenda packet.
- Councilmember Ferguson shared his experience 23 years ago when he was living in New Orleans working with Marines. He had been speaking with other Marines in the New York towers when 9-11 occurred. While speaking with the Marines on the phone, the line went dead. His message was to hug your neighbor, love your neighbor. He commented about how the country was stronger and his appreciation for the military and first responders.
- Councilmember Ferguson gave directions of how to use the intake form on the City's website for upcoming events. He saw a lot of events for the holidays.

Mayor Owens reported:

- He thanked those who came out to Mableton's first Food Truck Friday. Although it

rained, it was still a fantastic time. He looked forward to the next one on October 4th in Mableton Town Square.

- Senior Citizens Council recently celebrated National Senior Citizens Day.
- On September 14, Six Flags will start Fright Night.
- He recently went to Six Flags, and he followed the Chaparone Policy where ten of his child's friends attended a birthday celebration. It is a safe, fun environment and the Six Flag's Chaparone Policy is being enforced.
- He referenced Cobb County Police Department Major Hurst's report at the previous Monday night work session. Major Hurst spoke about a lot of the security improvements at Six Flags,
- Improvements are not just at Six Flags, but at the Epi Center, and this part of the City. He thanked Major Hurst and all of Cobb County's first responders, EMS, and how the County all came together to improve Six Flags.
- Mayor Owens hoped residents would feel good going out to support Fright Night.

Mayor Owens commented about how 9-11 changed a lot of America's functions and how it was truly a defining moment. He expressed his gratitude to the first responders, including all of those that have given their lives both responding that day and after and during the last twenty years of conflict since 9-11.

a. Councilmember Auch's Announcements and Presentation

The presentation is available in the agenda packet record.

17. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

None.

18. ADJOURNMENT

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Auch to adjourn. The motion passed 7-0. There being no further business, the Mayor adjourned the meeting at 8:37 p.m.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Approval of September 9, 2024 Work Session Minutes

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. September 9, 2024 Work Session Minutes



CITY OF MABLETON, GEORGIA

Riverside EpiCenter
135 Riverside Pkwy, Austell, GA 30168
September 9, 2024 at 6:30 PM

The Honorable Michael Owens, Mayor
The Honorable Ron Davis, District 1 Councilmember
The Honorable Dami Oladapo, District 2 Councilmember
The Honorable Keisha Jeffcoat, Mayor Pro Tem/District 3 Councilmember
The Honorable Patricia Auch, District 4 Councilmember
The Honorable TJ Ferguson, District 5 Councilmember
The Honorable Debora Herndon, District 6 Councilmember

CITY COUNCIL REGULAR MEETING MINUTES

1. CALL TO ORDER

Mayor Owens called the meeting to order.

2. ROLL CALL

City Clerk Hiott conducted the roll call and a quorum was present. All of Mayor and Council were present.

3. AGENDA ITEMS AND DISCUSSION

a. Update of Six Flags Over Georgia - Major Matt Hurst of Cobb County Police Department

Mayor Owens provided background about the recent efforts by the Six Flags Amusement Park, City, County, and other partners to build a safety plan for Six Flags Over Georgia. He recognized Major Hurst of Cobb County Police Department who provided an update. Major Hurst spoke about how the Six Flags Park had extended significant resources to make the park safer and more inviting. He spoke about the increased police patrol with special units throughout the surrounding area. He reported on how surrounding counties also work with Cobb County. He spoke about increasing and updating lighting, more technology for early detection of any problems. From the intelligence side, he did not expect any incidents. He did not see anything indicating any issues. He expected the park to be safe.

Mayor Owens related to an incident in early spring. There were hundreds of young people there, but those involved were not from Cobb County. He addressed how Six Flags Park has a Chaparone Policy for those 15 and under. Discussion followed about how the summer had been a quiet summer and there were not any issues. Questions and answers followed. Councilmember Davis commended Major Hurst for a job well done. Councilmember Davis commended Mr. Greg Fuller of Six Flags and Major Hurst for the technology in place for safety.

Mayor Owens thanked Major Hurst for his report.

b. Update on 6116 Mableton Parkway - Chad Kastner, Director of Program Management of American Engineers, Inc. (AEI)

Mr. Kastner presented the drawings of 6116 Mableton Parkway. He asked for direction from the Council about the technology of the building regarding whether wireless or hardwired.

Mayor Owens opined that from cybersecurity's view, security is the same regardless. Most people coming into the building use wireless. He recommended the conference room and the business license kiosks being hardwired. Anywhere lots of people come in, should be hardwired.

c. Commissions, Authorities, Boards (CABs) Update

3 b - Mayor Owens provided updates on the appointment of the commissions, authorities, boards (CABs). There were questions and discussion about the appointment process. Highlights of the discussion:

- The Mableton Development Authority was active and meeting. The City was working through the IGA with the MDA. The Cobb Chamber and Select Cobb will be stepping up, and the City will have their expertise for the City to move forward with economic development.
- There has been one reading for the Planning Commission Ordinance. To be able to move forward with appointments to the Planning Commission, the City will need another reading and public hearing because state requires a public hearing for a Zoning Ordinance.
- The Ethics Board is to be appointed at the September 25th meeting.
- Council discussed what type of information to submit for their appointees.
- Requirements and information would vary according to the type of CAB.
- There will be a document shared from the mayor that describes the CABs and criteria.
- CABs will be tied to departments and services.
- Council can submit bio if they like for appointees, but the main items needed are name, phone number, and email. Anything beyond that is up to Council and what the appointee would like to submit.
- Mayor Owens asked for the Ethics appointee submissions by September 20th.
- A spreadsheet/document will be sent out with the governing terms for each CAB.
- Some CABs and appointments require resolution and some require ordinance.

Mayor Owens reported he had discussions with Keep America Beautiful and Keep Georgia Beautiful representatives. He has information. He submitted a formal request that the City would want to move forward with having a Keep Mableton Beautiful. The organizations acknowledged his request and were working on it, but needed the request on an official letterhead. The Keep America Beautiful representative wants to help work on the drafting of the City's sanitation and solid waste ordinance. There is an application to fill out. Initially, there will be a need for a group of citizens to engage in training as an initial push. It is more of a community meeting. The application must be completed first. Mayor Owens asked for names of people who would be interested in being formally introduced to Keep America Beautiful. There will be a town hall training session, to introduce Keep

America Beautiful. Timelines are not discussed yet. He would like to move quickly on this. This is another example of tying CABs to services. This would be code enforcement, and sanitation services. Discussion followed about different models to consider for setting up a Keep Mableton Beautiful. There was discussion about the Keep Cobb Beautiful model as a hybrid 501-c, noting the City does not have an enterprise fund, no separate generating fund for activities. There was some initial funding budgeted for initial start-up perspective. There will have to be an IGA in place with DOT. None of this is in conjunction with taking over any right of ways, of public works. It is beautification, litter, and potential recycling. Any discussion with County has nothing to do with right of ways as far as maintenance.

4. PRE REGULAR MEETING AGENDA REVIEW

Highlights of the pre-agenda review:

- There was a general review of the upcoming September 11, 2024 agenda. Mayor Owens clarified there would still be a 5:15 pm work session prior to the regular meeting.
- During the 5:15 pm work session, there will be a Year End Financial Report as of June 30, 2024, a Finance Report for Month One of Fy 2025, and the proposed FY 2025 Budget. Mr. Tanks stated he was pleased with the numbers and how the financial have progressed.
- The lease agreement on 1245 Veterans Memorial was on the agenda because the first draft was not in substantial form. There have been substantial modifications. Originally, it was 22-25 pages, and Attorney Walker-Ashby marked it up, remarked up, had back and forth with landlord. They have come back and there have been so many adjustments. If the City can get their comments by tomorrow, it will be on the agenda.
- Ratification with Chris Pike - the contract had modifications. It is now signed by Mr. Pike, ready to be considered for a vote. Councilmember Auch asked about the hourly rate stated in the minutes. The rate was mis-typed in the minutes. The clerk will correct to \$150/hour in the minutes instead of \$100/hour. The financial terms had not changed. The final contract is in the packet.
- City Clerk explained she needed confirmation for the record to tell GMA and GMEBS that Mayor and Council previously directed that GMEBs should consider time for the 1099 full time staff and that council's time is considered back to their election dates in regards to considering retirement calculations (March and April 2023). (Susan Hiott would be January 2024, and Lily Smith was November 2023) Council agreed and directed the City Clerk to inform GMA of their confirmations.
- Mr. Tanks reported the City was looking good and competitive for good talent. The City is looking to hire a Community Development Director very soon.
- There was discussion about the timelines for moving into 1245 Veterans Memorial and 6116 Mableton Parkway buildings. Mayor Owens commented about how the exterior matters as well as interior before the contract was signed for 1245 Veterans Memorial. It was time to negotiate before signing the contract. Mr. Tanks will present the council's concerns to the realtor.

Councilmember Auch asked for an Executive Session regarding a personnel matter.

5. ANNOUNCEMENTS

6. EXECUTIVE SESSION (IF NEEDED) FOR LITIGATION (O.C.G.A. 50-14-3(B)(1)(A)REAL ESTATE(O.C.G.A. 50-14-3 (B)(1)) PERSONNEL (O.C.G.A. 50-14-3 (B)(2)) AND MISC. EXEMPTIONS (O.C.G.A. 50-14-3 (B)(4)&(5))

Motion was made by Councilmember Jeffcoat and seconded by Councilmember Herndon to go into Executive Session for litigation, real estate, and personnel. The motion passed unanimously. Yeas: Davis, Oladapo, Jeffcoat, Auch, Ferguson, Herndon and Owens (8:03 pm)

Motion was made by Councilmember Oladapo and seconded by Councilmember Auch to close Executive Session. The motion carried 6-0. Yeas: Davis, Oladapo, Jeffcoat, Auch, Ferguson, Herndon and Mayor Owens was away and did not vote.

7. ADJOURNMENT

Motion was made by Councilmember Auch and seconded by Councilmember Jeffcoat to adjourn. The motion passed 6-0. Mayor Owens was not present for the vote.

Dr. Michael Owens, Mayor

Susan Hiott, City Clerk

CITY OF MABLETON



FISCAL YEAR 2025 SPENDING PLAN

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND REVENUE SUMMARY

The FY 2025 General Fund Spending Plan revenues are \$13,979,123. The three largest revenue sources are Franchise Fees, Insurance Premium Tax, and TAVT. These revenue estimates are based on actual revenues received to date and the 2018 Carl Vinson Institute of Government Feasibility Study. During future Spending Plan cycles more accurate data will be available to make more accurate projections. In this first year we estimate revenues lower than expected and expenditures higher than expected. This will put Mableton on solid fiscal footing into the future.

Franchise Fees	3,454,930
Building and Other Permits	1,244,256
Occupational Tax Certificates	1,449,235
H/M Tax (Tourism)	142,582
H/M Tax (Gen Fund)	100,000
Insurance Premiums	4,314,974
TAVT	3,264,599
Court Fines	7,366
Park and Rec Fees	0
Misc	1,181
Total	13,979,123

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND EXPENDITURE SUMMARY

The FY 2025 General Fund Spending Plan expenditure is \$13,406,563. This includes capital purchases of \$950,000 and an annual debt service of \$550,000 for a URA Revenue Bond of \$5,000,000 to be used for the acquisition of blighted property. Additionally, the salary expenditures are estimated at the top end of the salary range for each position and the health insurance is estimated at the family coverage rate for the highest cost plan. Since we have a numerous unfilled positions, we estimated the Salary Expenditure at 85% of the full cost due to the fact that not all of the positions will be filled for the entire year. This conservative estimating is important during the first year of operations. Once actual expenditure data is available in succeeding fiscal cycles more accurate estimations will be possible.

Spending Plan Summary	
Office of the City Manager	\$ 1,425,726
Office of the Mayor	\$ 237,084
City Council	\$ 377,749
City Clerk	\$ 383,126
Human Resources	\$ 579,472
Finance	\$ 912,535
Community Engagement and Communication	\$ 624,286
Innovation and Technology	\$ 982,178
Community Development	1,785,614
Quality of Life and Code Enforcement	\$ 1,714,923
Sustainability Waste and Beautification	\$ 489,847
Parks Events and Cultural Affairs	\$ 1,866,855
Legal	\$ 600,000
Tourism	\$ 142,582
Court Services	\$ 407,623
Debt Service	\$ 550,000
Total	\$ 13,079,600

CITY OF MABLETON

FY 2025 SPENDING PLAN

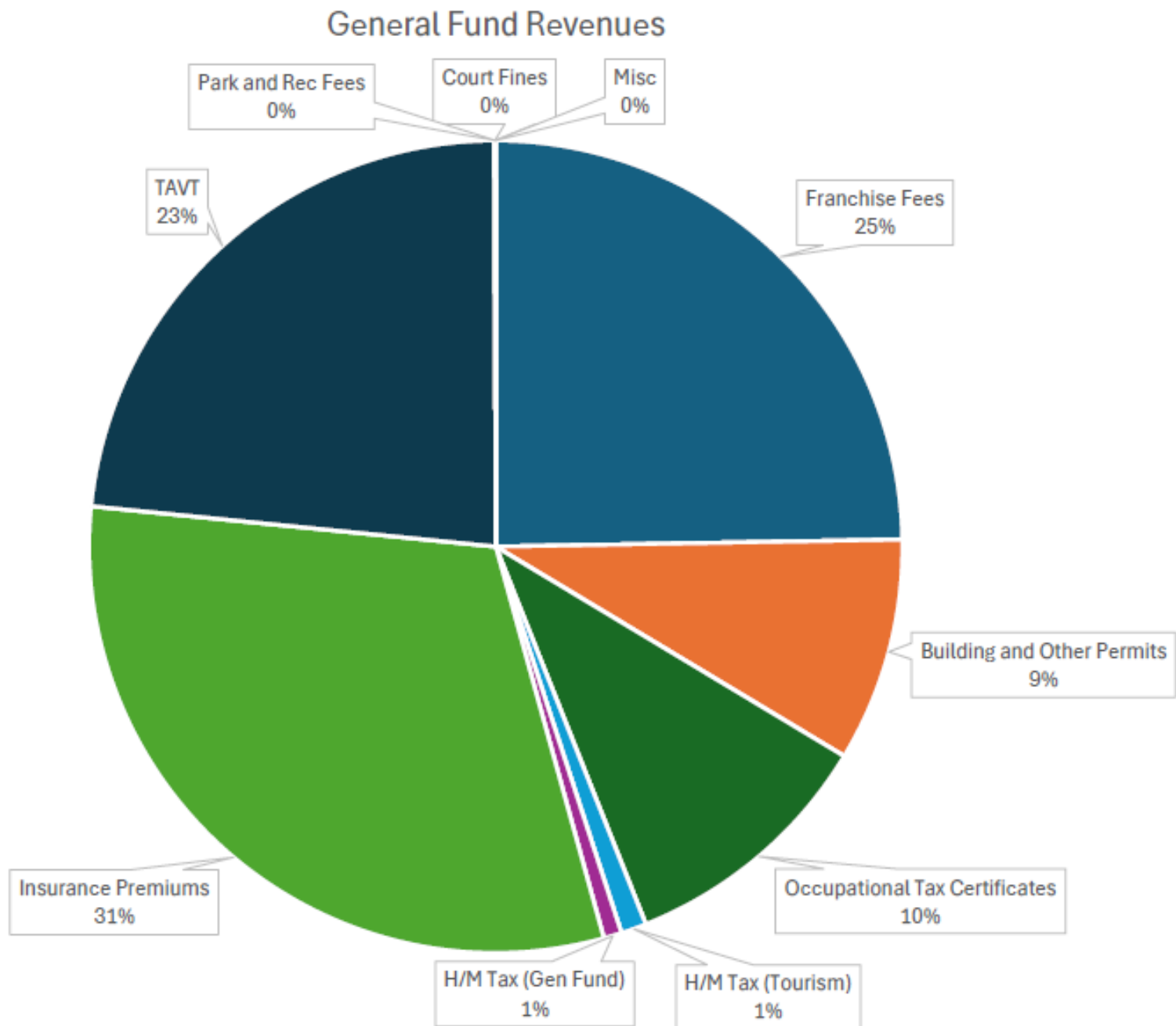
REVENUES, EXPENDITURES AND CHANGE TO FUND BALANCE

The projected revenues exceed projected expenditures by \$572,560. The increase to fund balance should be treated conservatively in this first year of operations. Once the actual revenue numbers are accounted for at the end of the fiscal year the City can allocate these funds.

Total General Fund Operating Expenditures	\$	12,129,600
Total General Fund Capital Expenditures	\$	950,000
Total General Fund Expenditures	\$	13,079,600
Net Increase (Decrease) in Fund Balance	\$	899,523

CITY OF MABLETON

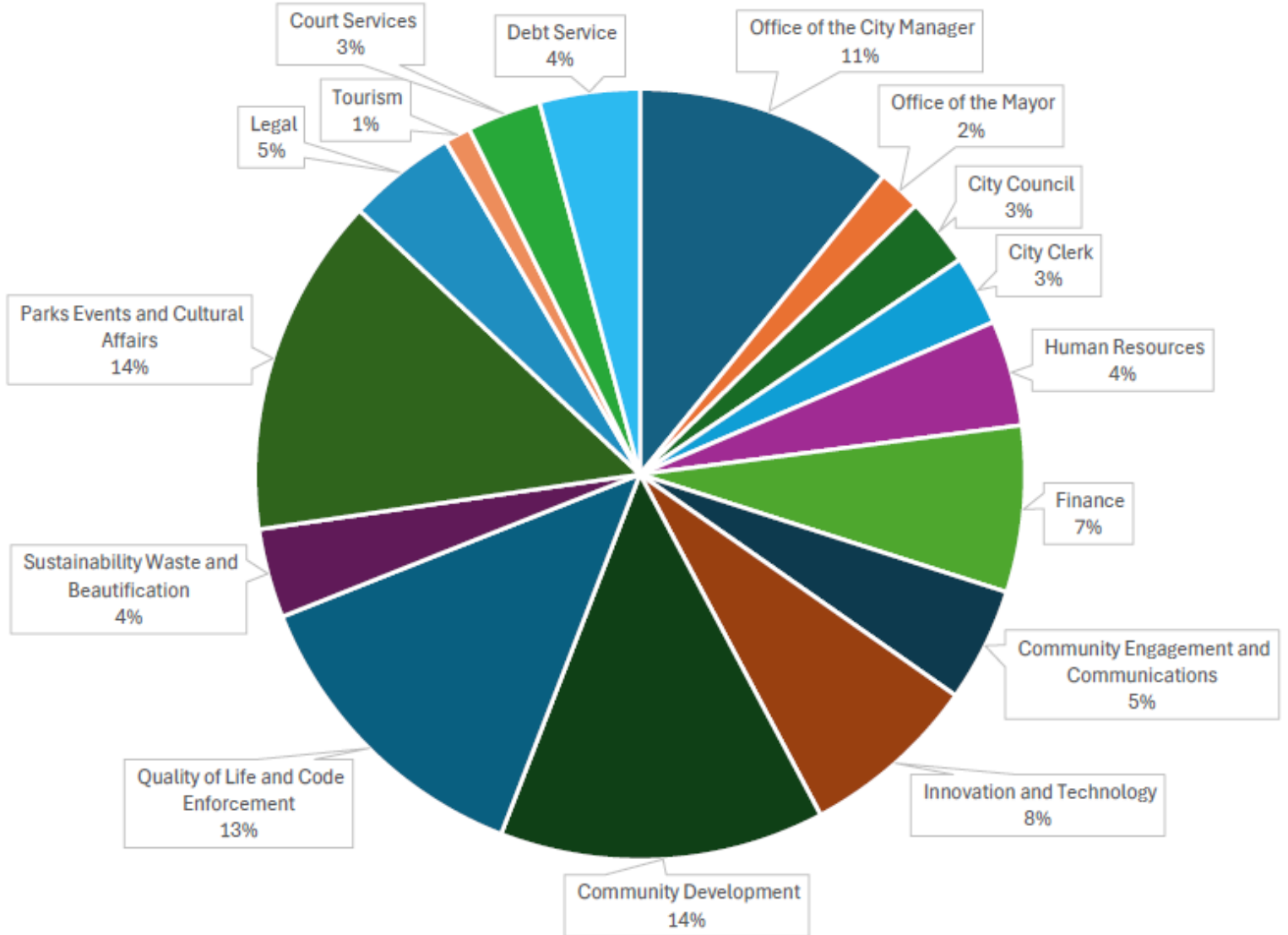
FY 2025 SPENDING PLAN



CITY OF MABLETON

FY 2025 SPENDING PLAN

General Fund Expenditures



CITY OF MABLETON

FY 2025 SPENDING PLAN

OFFICE OF THE CITY MANAGER OPERATING SPENDING PLAN DETAIL

The Office of the City Manager has four full time employees including the City Manager, Economic Development Director, Special Project Manager, and Executive Assistant. The department Spending Plan also includes the lease expenditures for all of the office facility leases for the City. The other major expenditure line item is the Contracted Services. There will be ongoing consulting needs related to the start-up of the City

	FY25 Proposed
Salaries	\$ 432,728
Overtime	\$ 21,903
Group Insurance	\$ 154,580
Employer's FICA Expense	\$ 33,104
Pension Fund Contributions	\$ 24,665
Workers' Comp. Insurance	\$ 30,000
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 8,600
Training	\$ 15,145
Conventions/Meetings	\$ 12,000
Office Lease All Departments	\$ 210,000
Contracted Service/Consulting	\$ 450,000
Other Costs - Miscellaneous Expense	\$ 21,000
Supplies	\$ 2,000
Total	\$ 1,425,726

CITY OF MABLETON

FY 2025 SPENDING PLAN

OFFICE OF THE MAYOR OPERATING SPENDING PLAN DETAIL

The Office of the Mayor consists of the Mayor and an Executive Assistant. The majority of the expenditures in this department are fixed costs related salary and benefits.

	FY25 Proposed
Mayor Salary	\$ 30,000
Executive Assistant Salary	\$ 83,200
Overtime	\$ 10,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 9,425
Pension Fund Contributions	\$ 7,022
Workers' Comp. Insurance	\$ 10,000
Office Supplies	\$ 5,000
Dues & Subscriptions	\$ 3,000
Training	\$ 3,962
Discretionary Spending	\$ 5,000
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ -
Other Costs - Miscellaneous Expenses	\$ 15,000
Supplies	\$ 2,000
Total	\$ 237,084

CITY OF MABLETON

FY 2025 SPENDING PLAN

CITY COUNCIL OPERATING SPENDING PLAN DETAIL

The City Council Operating Spending Plan consists of the six City Council salaries and an Executive Assistant. The majority of the expenditures in this department are fixed costs related salary and benefits.

	FY25 Proposed
Councilmember Salaries	\$ 120,000
Executive Assistant Salary	\$ 83,200
Overtime	\$ 10,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 16,310
Pension Fund Contributions	\$ 12,152
Workers' Comp. Insurance	\$ 20,000
Office Supplies	\$ 5,000
Dues & Subscriptions	\$ 3,000
Training	\$ 7,112
Discretionary Spending	\$ 18,000
Conventions/Meetings	\$ 25,000
Contracted Service/Consulting	\$ -
Other Costs - Miscellaneous Expenses	\$ 15,000
Supplies	\$ 2,000
Total	\$ 377,749

CITY OF MABLETON

FY 2025 SPENDING PLAN

CITY CLERK

OPERATING SPENDING PLAN DETAIL

The City Clerk Department consists of two full time positions including the City Clerk and a Deputy Clerk. The majority of the cost for this department are from salary and benefits. The Contract services line item is \$50,000 for the costs associated with the election administration.

	FY25 Proposed
Salary	\$ 172,773
Overtime	\$ 10,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 13,982
Pension Fund Contributions	\$ 10,418
Workers' Comp. Insurance	\$ 3,455
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 5,000
Training	\$ 6,047
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 383,126

CITY OF MABLETON

FY 2025 SPENDING PLAN

HUMAN RESORCES DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Human Resources Department consists of three full time positions including the HR Director and two HR Specialists. The Contract Service/Consulting line item is set at \$50,000 for the costs associated with hiring and onboarding of staff. This includes background checks, drug testing and other associated costs.

	FY25 Proposed
Salary	\$ 259,250
Overtime	\$ 10,000
Group Insurance	\$ 122,926
Employer's FICA Expense	\$ 20,598
Pension Fund Contributions	\$ 15,347
Workers' Comp. Insurance	\$ 7,778
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 5,000
Training	\$ 9,074
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ 100,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 579,472

CITY OF MABLETON

FY 2025 SPENDING PLAN

FINANCE DEPARTMENT

OPERATING SPENDING PLAN DETAIL

The Finance Department consists of five full-time employees including the Finance Director, Accountant Manager, Purchasing Manager, and two Accounting Clerks. The Contract Service/Consulting line item is set at \$50,000 and is for the cost of the annual audit.

	FY25 Proposed
Salary	\$ 480,500
Overtime	\$ 20,000
Group Insurance	\$ 204,876
Employer's FICA Expense	\$ 38,288
Pension Fund Contributions	\$ 28,528
Workers' Comp. Insurance	\$ 24,025
Office Supplies	\$ 20,000
Dues & Subscriptions	\$ 5,000
Training	\$ 16,817
Conventions/Meetings	\$ 17,500
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 912,535

CITY OF MABLETON

FY 2025 SPENDING PLAN

COMMUNITY ENGAGEMENT AND COMMUNICATIONS DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Community Engagement and Communications Department consists of three full time employees including the Communications Director, a communications Technician, and a Communications Coordinator. The Department handles all of the traditional media and social media communications for the city. The Contract Services/Consulting line item is of the costs of communications and community outreach technological assistance.

	FY25 Proposed
Salary	\$ 249,220
Overtime	\$ 20,000
Group Insurance	\$ 122,926
Employer's FICA Expense	\$ 20,595
Pension Fund Contributions	\$ 15,346
Workers' Comp. Insurance	\$ 7,477
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 8,723
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 549,286

CITY OF MABLETON

FY 2025 SPENDING PLAN

INNOVATION AND TECHNOLOGY DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Innovation and Technology Department is responsible for the maintenance and security of the City's technology and data systems. The department consists of two full time employees including the IT Director and an IT Technician. The Contract Services/Consulting line item covers the cost of software licensing, cloud storage services and the like.

	FY25 Proposed
Salary	\$ 208,294
Overtime	\$ 20,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 17,465
Pension Fund Contributions	\$ 13,013
Workers' Comp. Insurance	\$ 4,166
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 7,290
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 300,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 707,178

CITY OF MABLETON

FY 2025 SPENDING PLAN

COMMUNITY DEVELOPMENT DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Community Development Department is responsible for the planning, zoning, business licensing and permitting for the City. The Department consists of seven full time employees including the Community Development Director, Planning and Zoning Manager, Business License Specialist, and four Community Development Clerks. The Contracted Services line item is set at \$750,000 to cover the cost of developing the City's first comprehensive plan.

	FY25 Proposed
Salary	\$ 583,903
Overtime	\$ 20,000
Group Insurance	\$ 286,826
Employer's FICA Expense	\$ 46,199
Pension Fund Contributions	\$ 34,422
Workers' Comp. Insurance	\$ 40,873
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 58,390
Conventions/Meetings	\$ 20,000
Contracted Service/Consulting	\$ 650,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 1,785,614

CITY OF MABLETON

FY 2025 SPENDING PLAN

QUALITY OF LIFE AND CODE ENFORCEMENT DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Quality of Life and Code Enforcement Department is responsible for the administrative codes of the city. The department consists of eight full time employees including the Quality of Life and Code Enforcement Director, Code Enforcement Supervisor, two Building Inspectors, and four Code Enforcement Officers.

	FY25 Proposed
Salary	\$ 890,630
Overtime	\$ 20,000
Group Insurance	\$ 327,802
Employer's FICA Expense	\$ 69,663
Pension Fund Contributions	\$ 51,906
Workers' Comp. Insurance	\$ 71,250
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 31,172
Conventions/Meetings	\$ 17,500
Contracted Service/Consulting	\$ 10,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 10,000
Total	\$ 1,539,923

CITY OF MABLETON

FY 2025 SPENDING PLAN

SUSTAINABILITY, WASTE AND BEAUTIFICATION DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Sustainability, Waste and Beautification (SWB) Department is responsible for the oversight of the solid waste collection, and sustainability and beautification efforts in the City. The department consists of two full time employees including the SWB Director and one administrative assistant.

	FY25 Proposed
Salary	\$ 168,470
Overtime	\$ 20,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 14,418
Pension Fund Contributions	\$ 10,743
Workers' Comp. Insurance	\$ 3,369
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 5,896
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 10,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 50,000
Total	\$ 414,847

CITY OF MABLETON

FY 2025 SPENDING PLAN

PARKS, EVENTS AND CULTURAL AFFAIRS DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Parks, Events and Cultural Affairs Department is responsible for the City Parks and Recreation Services, Special Events, Cultural Arts and Events, and Volunteer Coordination for the City. The department consists of six full time employees including the Parks and Recreation Director, Cultural Arts and Affairs Manager, Operations and Facilities Manager, Two Events Coordinators, and a Volunteer Coordinator.

	FY25 Proposed
Salary	\$ 881,834
Overtime	\$ 20,000
Group Insurance	\$ 245,851
Employer's FICA Expense	\$ 68,990
Pension Fund Contributions	\$ 51,405
Workers' Comp. Insurance	\$ 52,910
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 30,864
Conventions/Meetings	\$ 15,000
Contracted Service/Consulting	\$ 60,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 50,000
Total	\$ 1,516,855

CITY OF MABLETON

FY 2025 SPENDING PLAN

LEGAL DEPARTMENT

The Legal Department is contracted through a private legal firm and the Spending Plan consists of solely of a contract services line item.

	FY25 Proposed Budget
Salary	\$ -
Overtime	\$ -
Group Insurance	\$ -
Employer's FICA Expense	\$ -
Pension Fund Contributions	\$ -
Workers' Comp. Insurance	\$ -
Office Supplies	\$ -
Dues & Subscriptions	\$ -
Training	\$ -
Conventions/Meetings	\$ -
Internal Lega Contracted Service/Consulti	\$ 500,000
External Legal Contract Services	\$ 100,000
Other Costs - Miscellaneous Expenses	\$ -
Supplies	\$ -
Total	\$ 600,000

CITY OF MABLETON

FY 2025 SPENDING PLAN

TOURISM OPERATING SPENDING PLAN DETAIL

A portion of the Hotel/Motel Tax collected within the City is required by law to be used for tourism development. The funds from this are transferred to the Destination Marketing Organization under contract with the City.

	FY25 Proposed Budget
Salary	\$ -
Overtime	\$ -
Group Insurance	\$ -
Employer's FICA Expense	\$ -
Pension Fund Contributions	\$ -
Workers' Comp. Insurance	\$ -
Office Supplies	\$ -
Dues & Subscriptions	\$ -
Training	\$ -
Conventions/Meetings	\$ -
Contracted Service/Consulting	\$ 142,582
Other Costs - Miscellaneous Expenses	\$ -
Supplies	\$ -
Total	\$ 142,582

CITY OF MABLETON

FY 2025 SPENDING PLAN

COURT SERVICES DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Court Service Department is responsible for the adjudication of criminal citations for the City. The department consists of the one full time employee, the Court Administrator, and three contracted staff including the Judge, Solicitor, and Indigent Defense.

	FY25 Proposed
Salary	\$ 115,000
Overtime	\$ 20,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 10,328
Pension Fund Contributions	\$ 7,695
Workers' Comp. Insurance	\$ 4,600
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 4,025
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 145,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 10,000
Total	\$ 407,623

CITY OF MABLETON

FY 2025 SPENDING PLAN

DEBT SERVICE

The City plans to issue \$5,000,000 in revenue Bonds through the URA. These funds are to be used for the acquisition of blighted property. The annual debt service on these bonds is \$550,000.

Revenue Bond for Acquisition of Blighted Property	
Principal	\$ 5,000,000
Annual Debt Service	\$ 550,000

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND CAPITAL SPENDING PLAN

The Capital Spending Plan consists of expenditures for tangible items that have a cost of \$10,000 or above and have a useful life of over one year. The FY 2025 Capital Spending Plan is limited due to the lack of historical revenue and expenditure data. This conservative approach to capital Spending Planing will allow the City to determine actual revenues and expenditures after FY 2025 is complete before larger capital expenditures are made. The capital expenditures in the FY2025 Spending Plan focus on equipment needs for sufficient operation of the departments.

Administration	\$ -
Governing Body	\$ -
City Clerk	\$ -
Human Resources	\$ -
Finance	\$ -
Engagement and Communications	\$ 75,000
Innovation and Technology	\$ 275,000
Community Development	\$ -
Quality of Life and Code Enforcement	\$ 175,000
Sustainability Waste and Beautification	\$ 75,000
Parks Events and Cultural Affairs	\$ 350,000
Legal	\$ -
Tourism	\$ -
Court Services	\$ -
Total	\$ 950,000



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of FY 2025 Spending Plan - October 1, 2024 to June 30, 2025 - City Manager Bill Tanks

BACKGROUND/SUMMARY:

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. Mableton FY 2025 Spending Plan 3

CITY OF MABLETON



FISCAL YEAR 2025 SPENDING PLAN

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND REVENUE SUMMARY

The FY 2025 General Fund Spending Plan revenues are \$13,979,123. The three largest revenue sources are Franchise Fees, Insurance Premium Tax, and TAVT. These revenue estimates are based on actual revenues received to date and the 2018 Carl Vinson Institute of Government Feasibility Study. During future Spending Plan cycles more accurate data will be available to make more accurate projections. In this first year we estimate revenues lower than expected and expenditures higher than expected. This will put Mableton on solid fiscal footing into the future.

Franchise Fees	3,454,930
Building and Other Permits	1,244,256
Occupational Tax Certificates	1,449,235
H/M Tax (Tourism)	142,582
H/M Tax (Gen Fund)	100,000
Insurance Premiums	4,314,974
TAVT	3,264,599
Court Fines	7,366
Park and Rec Fees	0
Misc	1,181
Total	13,979,123

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND EXPENDITURE SUMMARY

The FY 2025 General Fund Spending Plan expenditure is \$13,406,563. This includes capital purchases of \$950,000 and an annual debt service of \$550,000 for a URA Revenue Bond of \$5,000,000 to be used for the acquisition of blighted property. Additionally, the salary expenditures are estimated at the top end of the salary range for each position and the health insurance is estimated at the family coverage rate for the highest cost plan. Since we have a numerous unfilled positions, we estimated the Salary Expenditure at 85% of the full cost due to the fact that not all of the positions will be filled for the entire year. This conservative estimating is important during the first year of operations. Once actual expenditure data is available in succeeding fiscal cycles more accurate estimations will be possible.

Spending Plan Summary	
Office of the City Manager	\$ 1,425,726
Office of the Mayor	\$ 237,084
City Council	\$ 377,749
City Clerk	\$ 383,126
Human Resources	\$ 579,472
Finance	\$ 912,535
Community Engagement and Communication	\$ 624,286
Innovation and Technology	\$ 982,178
Community Development	1,785,614
Quality of Life and Code Enforcement	\$ 1,714,923
Sustainability Waste and Beautification	\$ 489,847
Parks Events and Cultural Affairs	\$ 1,866,855
Legal	\$ 600,000
Tourism	\$ 142,582
Court Services	\$ 407,623
Debt Service	\$ 550,000
Total	\$ 13,079,600

CITY OF MABLETON

FY 2025 SPENDING PLAN

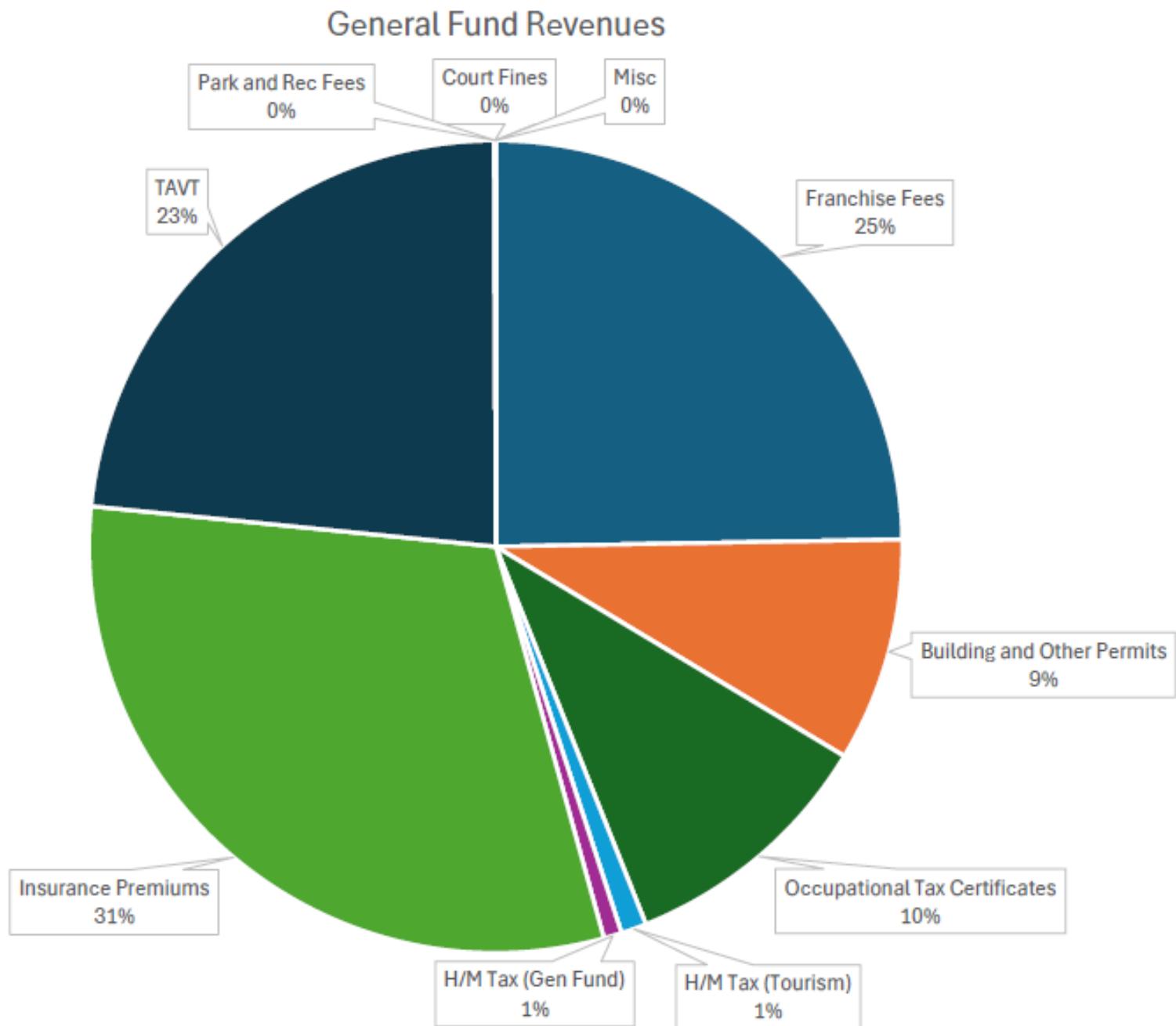
REVENUES, EXPENDITURES AND CHANGE TO FUND BALANCE

The projected revenues exceed projected expenditures by \$572,560. The increase to fund balance should be treated conservatively in this first year of operations. Once the actual revenue numbers are accounted for at the end of the fiscal year the City can allocate these funds.

Total General Fund Operating Expenditures	\$	12,129,600
Total General Fund Capital Expenditures	\$	950,000
Total General Fund Expenditures	\$	13,079,600
Net Increase (Decrease) in Fund Balance	\$	899,523

CITY OF MABLETON

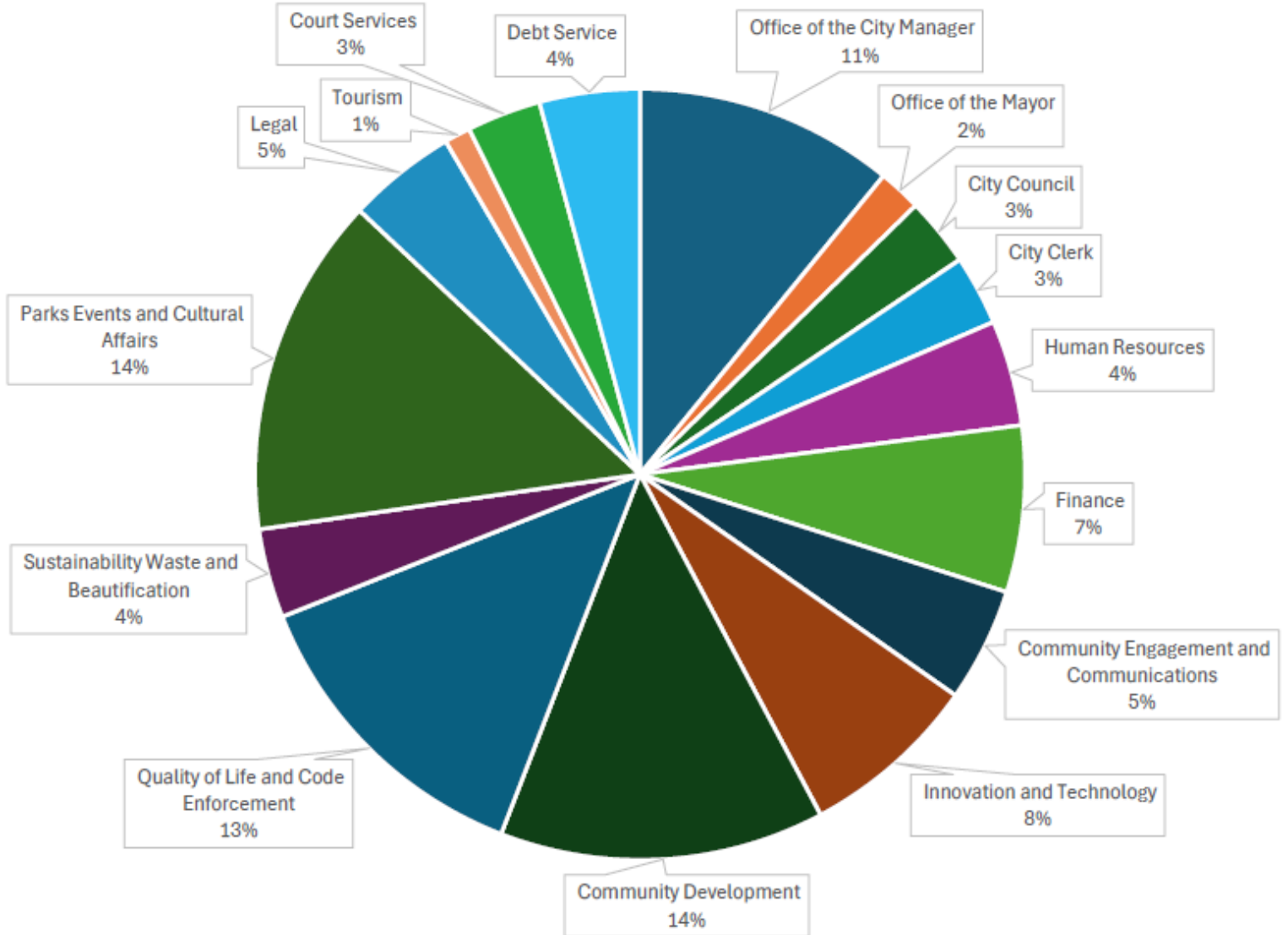
FY 2025 SPENDING PLAN



CITY OF MABLETON

FY 2025 SPENDING PLAN

General Fund Expenditures



CITY OF MABLETON

FY 2025 SPENDING PLAN

OFFICE OF THE CITY MANAGER OPERATING SPENDING PLAN DETAIL

The Office of the City Manager has four full time employees including the City Manager, Economic Development Director, Special Project Manager, and Executive Assistant. The department Spending Plan also includes the lease expenditures for all of the office facility leases for the City. The other major expenditure line item is the Contracted Services. There will be ongoing consulting needs related to the start-up of the City

	FY25 Proposed
Salaries	\$ 432,728
Overtime	\$ 21,903
Group Insurance	\$ 154,580
Employer's FICA Expense	\$ 33,104
Pension Fund Contributions	\$ 24,665
Workers' Comp. Insurance	\$ 30,000
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 8,600
Training	\$ 15,145
Conventions/Meetings	\$ 12,000
Office Lease All Departments	\$ 210,000
Contracted Service/Consulting	\$ 450,000
Other Costs - Miscellaneous Expense	\$ 21,000
Supplies	\$ 2,000
Total	\$ 1,425,726

CITY OF MABLETON

FY 2025 SPENDING PLAN

OFFICE OF THE MAYOR OPERATING SPENDING PLAN DETAIL

The Office of the Mayor consists of the Mayor and an Executive Assistant. The majority of the expenditures in this department are fixed costs related salary and benefits.

	FY25 Proposed
Mayor Salary	\$ 30,000
Executive Assistant Salary	\$ 83,200
Overtime	\$ 10,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 9,425
Pension Fund Contributions	\$ 7,022
Workers' Comp. Insurance	\$ 10,000
Office Supplies	\$ 5,000
Dues & Subscriptions	\$ 3,000
Training	\$ 3,962
Discretionary Spending	\$ 5,000
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ -
Other Costs - Miscellaneous Expenses	\$ 15,000
Supplies	\$ 2,000
Total	\$ 237,084

CITY OF MABLETON

FY 2025 SPENDING PLAN

CITY COUNCIL OPERATING SPENDING PLAN DETAIL

The City Council Operating Spending Plan consists of the six City Council salaries and an Executive Assistant. The majority of the expenditures in this department are fixed costs related salary and benefits.

	FY25 Proposed
Councilmember Salaries	\$ 120,000
Executive Assistant Salary	\$ 83,200
Overtime	\$ 10,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 16,310
Pension Fund Contributions	\$ 12,152
Workers' Comp. Insurance	\$ 20,000
Office Supplies	\$ 5,000
Dues & Subscriptions	\$ 3,000
Training	\$ 7,112
Discretionary Spending	\$ 18,000
Conventions/Meetings	\$ 25,000
Contracted Service/Consulting	\$ -
Other Costs - Miscellaneous Expenses	\$ 15,000
Supplies	\$ 2,000
Total	\$ 377,749

CITY OF MABLETON

FY 2025 SPENDING PLAN

CITY CLERK

OPERATING SPENDING PLAN DETAIL

The City Clerk Department consists of two full time positions including the City Clerk and a Deputy Clerk. The majority of the cost for this department are from salary and benefits. The Contract services line item is \$50,000 for the costs associated with the election administration.

	FY25 Proposed
Salary	\$ 172,773
Overtime	\$ 10,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 13,982
Pension Fund Contributions	\$ 10,418
Workers' Comp. Insurance	\$ 3,455
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 5,000
Training	\$ 6,047
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 383,126

CITY OF MABLETON

FY 2025 SPENDING PLAN

HUMAN RESORCES DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Human Resources Department consists of three full time positions including the HR Director and two HR Specialists. The Contract Service/Consulting line item is set at \$50,000 for the costs associated with hiring and onboarding of staff. This includes background checks, drug testing and other associated costs.

	FY25 Proposed
Salary	\$ 259,250
Overtime	\$ 10,000
Group Insurance	\$ 122,926
Employer's FICA Expense	\$ 20,598
Pension Fund Contributions	\$ 15,347
Workers' Comp. Insurance	\$ 7,778
Office Supplies	\$ 10,000
Dues & Subscriptions	\$ 5,000
Training	\$ 9,074
Conventions/Meetings	\$ 12,500
Contracted Service/Consulting	\$ 100,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 579,472

CITY OF MABLETON

FY 2025 SPENDING PLAN

FINANCE DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Finance Department consists of five full-time employees including the Finance Director, Accountant Manager, Purchasing Manager, and two Accounting Clerks. The Contract Service/Consulting line item is set at \$50,000 and is for the cost of the annual audit.

	FY25 Proposed
Salary	\$ 480,500
Overtime	\$ 20,000
Group Insurance	\$ 204,876
Employer's FICA Expense	\$ 38,288
Pension Fund Contributions	\$ 28,528
Workers' Comp. Insurance	\$ 24,025
Office Supplies	\$ 20,000
Dues & Subscriptions	\$ 5,000
Training	\$ 16,817
Conventions/Meetings	\$ 17,500
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 2,000
Total	\$ 912,535

CITY OF MABLETON

FY 2025 SPENDING PLAN

COMMUNITY ENGAGEMENT AND COMMUNICATIONS DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Community Engagement and Communications Department consists of three full time employees including the Communications Director, a communications Technician, and a Communications Coordinator. The Department handles all of the traditional media and social media communications for the city. The Contract Services/Consulting line item is of the costs of communications and community outreach technological assistance.

	FY25 Proposed
Salary	\$ 249,220
Overtime	\$ 20,000
Group Insurance	\$ 122,926
Employer's FICA Expense	\$ 20,595
Pension Fund Contributions	\$ 15,346
Workers' Comp. Insurance	\$ 7,477
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 8,723
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 50,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 549,286

CITY OF MABLETON

FY 2025 SPENDING PLAN

INNOVATION AND TECHNOLOGY DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Innovation and Technology Department is responsible for the maintenance and security of the City's technology and data systems. The department consists of two full time employees including the IT Director and an IT Technician. The Contract Services/Consulting line item covers the cost of software licensing, cloud storage services and the like.

	FY25 Proposed
Salary	\$ 208,294
Overtime	\$ 20,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 17,465
Pension Fund Contributions	\$ 13,013
Workers' Comp. Insurance	\$ 4,166
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 7,290
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 300,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 707,178

CITY OF MABLETON

FY 2025 SPENDING PLAN

COMMUNITY DEVELOPMENT DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Community Development Department is responsible for the planning, zoning, business licensing and permitting for the City. The Department consists of seven full time employees including the Community Development Director, Planning and Zoning Manager, Business License Specialist, and four Community Development Clerks. The Contracted Services line item is set at \$750,000 to cover the cost of developing the City's first comprehensive plan.

	FY25 Proposed
Salary	\$ 583,903
Overtime	\$ 20,000
Group Insurance	\$ 286,826
Employer's FICA Expense	\$ 46,199
Pension Fund Contributions	\$ 34,422
Workers' Comp. Insurance	\$ 40,873
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 58,390
Conventions/Meetings	\$ 20,000
Contracted Service/Consulting	\$ 650,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 5,000
Total	\$ 1,785,614

CITY OF MABLETON

FY 2025 SPENDING PLAN

QUALITY OF LIFE AND CODE ENFORCEMENT DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Quality of Life and Code Enforcement Department is responsible for the administrative codes of the city. The department consists of eight full time employees including the Quality of Life and Code Enforcement Director, Code Enforcement Supervisor, two Building Inspectors, and four Code Enforcement Officers.

	FY25 Proposed
Salary	\$ 890,630
Overtime	\$ 20,000
Group Insurance	\$ 327,802
Employer's FICA Expense	\$ 69,663
Pension Fund Contributions	\$ 51,906
Workers' Comp. Insurance	\$ 71,250
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 31,172
Conventions/Meetings	\$ 17,500
Contracted Service/Consulting	\$ 10,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 10,000
Total	\$ 1,539,923

CITY OF MABLETON

FY 2025 SPENDING PLAN

SUSTAINABILITY, WASTE AND BEAUTIFICATION DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Sustainability, Waste and Beautification (SWB) Department is responsible for the oversight of the solid waste collection, and sustainability and beautification efforts in the City. The department consists of two full time employees including the SWB Director and one administrative assistant.

	FY25 Proposed
Salary	\$ 168,470
Overtime	\$ 20,000
Group Insurance	\$ 81,950
Employer's FICA Expense	\$ 14,418
Pension Fund Contributions	\$ 10,743
Workers' Comp. Insurance	\$ 3,369
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 5,896
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 10,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 50,000
Total	\$ 414,847

CITY OF MABLETON

FY 2025 SPENDING PLAN

PARKS, EVENTS AND CULTURAL AFFAIRS DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Parks, Events and Cultural Affairs Department is responsible for the City Parks and Recreation Services, Special Events, Cultural Arts and Events, and Volunteer Coordination for the City. The department consists of six full time employees including the Parks and Recreation Director, Cultural Arts and Affairs Manager, Operations and Facilities Manager, Two Events Coordinators, and a Volunteer Coordinator.

	FY25 Proposed
Salary	\$ 881,834
Overtime	\$ 20,000
Group Insurance	\$ 245,851
Employer's FICA Expense	\$ 68,990
Pension Fund Contributions	\$ 51,405
Workers' Comp. Insurance	\$ 52,910
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 30,864
Conventions/Meetings	\$ 15,000
Contracted Service/Consulting	\$ 60,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 50,000
Total	\$ 1,516,855

CITY OF MABLETON

FY 2025 SPENDING PLAN

LEGAL DEPARTMENT

The Legal Department is contracted through a private legal firm and the Spending Plan consists of solely of a contract services line item.

	FY25 Proposed Budget
Salary	\$ -
Overtime	\$ -
Group Insurance	\$ -
Employer's FICA Expense	\$ -
Pension Fund Contributions	\$ -
Workers' Comp. Insurance	\$ -
Office Supplies	\$ -
Dues & Subscriptions	\$ -
Training	\$ -
Conventions/Meetings	\$ -
Internal Lega Contracted Service/Consulti	\$ 500,000
External Legal Contract Services	\$ 100,000
Other Costs - Miscellaneous Expenses	\$ -
Supplies	\$ -
Total	\$ 600,000

CITY OF MABLETON

FY 2025 SPENDING PLAN

TOURISM OPERATING SPENDING PLAN DETAIL

A portion of the Hotel/Motel Tax collected within the City is required by law to be used for tourism development. The funds from this are transferred to the Destination Marketing Organization under contract with the City.

	FY25 Proposed Budget
Salary	\$ -
Overtime	\$ -
Group Insurance	\$ -
Employer's FICA Expense	\$ -
Pension Fund Contributions	\$ -
Workers' Comp. Insurance	\$ -
Office Supplies	\$ -
Dues & Subscriptions	\$ -
Training	\$ -
Conventions/Meetings	\$ -
Contracted Service/Consulting	\$ 142,582
Other Costs - Miscellaneous Expenses	\$ -
Supplies	\$ -
Total	\$ 142,582

CITY OF MABLETON

FY 2025 SPENDING PLAN

COURT SERVICES DEPARTMENT OPERATING SPENDING PLAN DETAIL

The Court Service Department is responsible for the adjudication of criminal citations for the City. The department consists of the one full time employee, the Court Administrator, and three contracted staff including the Judge, Solicitor, and Indigent Defense.

	FY25 Proposed
Salary	\$ 115,000
Overtime	\$ 20,000
Group Insurance	\$ 40,975
Employer's FICA Expense	\$ 10,328
Pension Fund Contributions	\$ 7,695
Workers' Comp. Insurance	\$ 4,600
Office Supplies	\$ 30,000
Dues & Subscriptions	\$ 5,000
Training	\$ 4,025
Conventions/Meetings	\$ 10,000
Contracted Service/Consulting	\$ 145,000
Other Costs - Miscellaneous Expenses	\$ 5,000
Supplies	\$ 10,000
Total	\$ 407,623

CITY OF MABLETON

FY 2025 SPENDING PLAN

DEBT SERVICE

The City plans to issue \$5,000,000 in revenue Bonds through the URA. These funds are to be used for the acquisition of blighted property. The annual debt service on these bonds is \$550,000.

Revenue Bond for Acquisition of Blighted Property	
Principal	\$ 5,000,000
Annual Debt Service	\$ 550,000

CITY OF MABLETON

FY 2025 SPENDING PLAN

GENERAL FUND CAPITAL SPENDING PLAN

The Capital Spending Plan consists of expenditures for tangible items that have a cost of \$10,000 or above and have a useful life of over one year. The FY 2025 Capital Spending Plan is limited due to the lack of historical revenue and expenditure data. This conservative approach to capital Spending Planing will allow the City to determine actual revenues and expenditures after FY 2025 is complete before larger capital expenditures are made. The capital expenditures in the FY2025 Spending Plan focus on equipment needs for sufficient operation of the departments.

Administration	\$ -
Governing Body	\$ -
City Clerk	\$ -
Human Resources	\$ -
Finance	\$ -
Engagement and Communications	\$ 75,000
Innovation and Technology	\$ 275,000
Community Development	\$ -
Quality of Life and Code Enforcement	\$ 175,000
Sustainability Waste and Beautification	\$ 75,000
Parks Events and Cultural Affairs	\$ 350,000
Legal	\$ -
Tourism	\$ -
Court Services	\$ -
Total	\$ 950,000



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Second Read - An Ordinance and Adoption Agreement for City of Mableton Georgia Municipal Employees Benefit System (GMEBS) Retirement Plan - City Clerk Susan Hiott

BACKGROUND/SUMMARY: This is second read. Following the second read and adoption, the plan will be effective October 1st. Per the conversation at the September 9, 2024, Work Session, changes will be made in an amendment later following the second read and adoption. An amendment will be made in October to allow the council and 1099s contract labor in the set-up of the City to have that time counted toward retirement. A Resolution will be considered for the 457. This Defined Benefit Plan requires an ordinance, two reads.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: This is second read. Staff recommends adoption of the second read for the defined benefit plan.

ATTACHMENTS:

1. Mableton new plan Cover Letter 8 28 2024
2. Mableton new plan Adoption Agreement 8 28 2024
3. Georgia GMEBS DB Pre-Approved Basic Plan Document for Third 6-Year Cycle (Final)
4. Georgia Amendment 1 to DB Basic Plan Document
5. Summary of Amendments 9 15 2023
6. Georgia Opinion Letter Defined Benefit Plan Third Cycle (2020 Cumulative List) (4877-9792-2173.v1) (002)



**RISK MANAGEMENT AND
EMPLOYEE BENEFITS
SERVICES**

BOARD OF TRUSTEES

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Vince Williams
Mayor, Union City

EXECUTIVE STAFF

Randy Logan
Deputy Executive Director

August 28, 2024

TRANSMITTED VIA E-MAIL

(Susan.Hiott@mableton.gov)

Ms. Susan D. Hiott
City Clerk
City of Mableton
1400 Veterans Memorial Hwy SE, Ste 134-200
Mableton, GA 30126-2952

**RE: GMEBS Defined Benefit Retirement Plan and GMA 457(b) Deferred
Compensation Plan for City of Mableton; New Plan Documents**

Dear Ms. Hiott:

Enclosed is the draft Georgia Municipal Employees Benefit System ("GMEBS") Defined Benefit Retirement Plan ("DB Plan") Adoption Agreement for the city of Mableton, which provides for the creation and administration of the city's new GMEBS defined benefit pension plan, effective October 1, 2024. Also attached are copies of the restated Basic Plan Document and Amendment 1, which govern the GMEBS plans, and the DB Plan's favorable opinion letter from the IRS. Also enclosed is the draft adoption agreement for the city's new Georgia Municipal Association ("GMA") 457(b) Deferred Compensation Retirement Plan ("457(b) Plan"). This cover letter addresses key provisions of the city's new DB Plan and 457(b) Plan.

The City's GMEBS Defined Benefit Retirement Plan

The DB Plan Adoption Agreement designates the City Manager as the Plan Representative and the City Clerk as the Pension Committee Secretary (see pp. 2-3). The Pension Committee Secretary communicates salary and service information to GMEBS for the annual valuation and communicates with GMEBS and employee participants about Plan terms and pre-retirement beneficiary forms. The city did not designate specific members of the Pension Committee, so in accordance with Section 14.01 of the Basic Plan Document, its members are: City Clerk and City Manager; two employee representatives appointed by the Governing Authority; and three members of the Governing Authority.

The Plan Year will begin on July 1. The DB Plan requires participation by all regular employees employed on or after October 1, 2024, who work at least 30 hours a week at least 10 months a year (see pp. 6-7). Elected officials in office on or after October 1, 2024, will participate in the Plan; municipal legal officers will not (see pp. 5-6).

Importantly, the city is granting eligible regular employees in service on October 1, 2024, service credit for all service with the city before October 1, 2024, for all purposes (i.e., vesting, benefit eligibility, and benefit calculation). Elected officials in office on October 1, 2024, will not receive credit for service with the city as an elected official prior to October 1, 2024 (see p. 8).

None of a participant's prior military service (if any), prior governmental service (if any), or unused paid time off will count as service credit under the Plan (see pp. 9-13).

Eligible regular employees will qualify for an unreduced normal retirement benefit when they are at least 62 and have at least 5 years of credited service (see p. 14). An eligible regular employee's monthly normal retirement benefit will be $\frac{1}{12}$ of 2.0% of the employee's final average earnings, multiplied by the employee's years and months of credited service under the plan. An employee's final average earnings will be based on the employee's highest 60 consecutive months of earnings (see pp. 21-23).

Elected officials will qualify for unreduced normal retirement benefits when they are at least age 62 (see p. 15). An elected official's monthly normal retirement benefit will be \$50.00 per month for each year of total credited service as an elected official (see pp. 23-24). A year of service for elected officials is defined as at least 6 months and 1 day of service. Eligible regular employees may not receive an in-service distribution of retirement benefits.

Please note that the maximum total credited service is not limited for eligible regular employees *or* elected officials (see p. 20). However, the maximum monthly benefit amount for elected officials may not exceed 100% of the elected official's final salary as an elected official (see p. 26).

Participants will qualify for early (reduced) retirement benefits when they are at least age 55 and have at least 10 years of credited service (see p. 14). If a participant elects early retirement, the participant's benefit will be reduced in accordance with the applicable early retirement reduction factors (see p. 24).

Retirees who return to service as eligible regular employees or elected officials after their early or normal retirement dates will cease receiving retirement benefits until they re-retire (see pp. 26-27).

Retirees (and their beneficiaries) will receive a variable annual cost-of-living adjustment to their benefits not to exceed 5.0% (see p. 28).

For regular eligible employees, normal retirement benefits are 100% vested after a minimum of 5 years of service. Elected officials are immediately vested in their normal retirement benefits (see pp. 29-30). The Plan does not require employee contributions (see p. 32).

An "Auto A" death benefit will be payable if a vested participant dies before retirement, whether in-service or after terminating employment. This death benefit is a monthly benefit payable to the participant's pre-retirement beneficiary, equal to the monthly retirement benefit that would have otherwise been payable to the participant if the participant had retired and elected a 100% joint and survivor benefit (see pp. 30-32, and Sections 8.06 and 8.09 of the Basic Plan Document). Participants may designate one primary and one secondary pre-retirement beneficiary. If a participant does not designate a pre-retirement beneficiary, the participant's surviving spouse, if any, will be treated as the participant's pre-retirement beneficiary. If the participant dies before retirement and does not have a designated pre-retirement beneficiary or a surviving spouse, a lump sum in the amount of 50% of the actuarial equivalent of the participant's vested accrued benefit will be paid to the participant's estate (see Basic Plan Document, Section 8.06(b)).

If approved by the city's governing authority, the DB Plan documents will become effective October 1, 2024. **Please note that per O.C.G.A. § 47-5-40, the DB Plan Adoption Agreement has been drafted in the form of an ordinance.** Please note that the Basic Plan Document, Amendment 1 and the IRS favorable opinion letter are for your records and do not need to be adopted by the city.

The City's New 457(b) Deferred Compensation Retirement Plan

Additionally, please find the draft adoption agreement for the city's new GMA 457(b) Deferred Compensation Plan ("457(b) Plan"). The 457(b) Plan Adoption Agreement provides that all eligible employees (including elected officials) may participate in and thus make employee contributions to this 457(b) Plan (see 457(b) Plan Adoption Agreement, p. AA-3). The 457(b) Plan provides that certain post-severance payments will be included as compensation (see 457(b) Plan Adoption Agreement, p. AA-4).

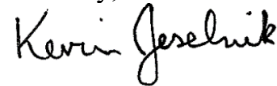
The 457(b) Plan Adoption Agreement will become effective October 1, 2024.

Action by the Mayor and Council

If the draft DB Plan Adoption Agreement and 457(b) Plan Adoption Agreement are acceptable, please have the designated representatives sign and date the documents where indicated (DB Plan Adoption Agreement, p. 37, and 457(b) Plan Adoption Agreement, p. 3 and p. AA-5). Next, please scan and email the executed documents to Gina Gresham at rgresham@gacities.com. GMEBS will then countersign the documents and return electronic copies to you. Please note, GMEBS will not execute a document that has been edited by the city. If the documents require revisions, please let us know before adopting them.

If you have any questions about the information provided in this letter or require further information, please feel free to contact me at (678) 686-6236 or kjeselnik@gacities.com.

Sincerely,



Kevin H. Jeselnik
Assistant General Counsel

Encl.

C: Ms. Emilia Walker-Ashby, City Attorney, City of Mableton (w/ encl.)
Ms. Marinetty Bienvenu, Director, Employee Benefit Services (w/o encl.)
Ms. Michelle Warner, Director, Retirement Field Services and DC Program (w/o encl.)
Ms. Gwin Hall, Senior Associate General Counsel (w/o encl.)

GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for
City of Mableton

Form Pre-approved Plan Adoption Agreement
Amended and Restated for Third Six-Year Cycle, 2020 Cumulative List

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I. AN ORDINANCE

An Ordinance to establish the Retirement Plan for the Employees of the City of Mableton, Georgia, in accordance with and subject to the terms and conditions set forth in the attached Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement. When accepted by the authorized officers of the City and GMEBS, the foregoing shall constitute a Contract between the City and GMEBS, all as authorized and provided by O.C.G.A. § 47-5-1 et seq.

BE IT ORDAINED by the Mayor and Council of the City of Mableton, Georgia, and it is hereby ordained by the authority thereof:

Section 1. The Retirement Plan for the Employees of the City of Mableton, Georgia, is hereby established as set forth in and subject to the terms and conditions stated in the following Adoption Agreement, any Addendum to the Adoption Agreement, the Georgia Municipal Employees Benefit System (GMEBS) Basic Plan Document, and the GMEBS Trust Agreement.

Ordinance continued on page 37

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN **ADOPTION AGREEMENT**

1. ADMINISTRATOR

Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

2. ADOPTING EMPLOYER

Name: **City of Mableton, Georgia**

3. GOVERNING AUTHORITY

Name: **Mableton Mayor and Council**
Address: **1400 Veretans Memorial Highway SE, Ste 134-200, Mableton, GA 30126**
Phone: **(470) 307-5339**
Facsimile:

4. PLAN REPRESENTATIVE

[To represent Governing Authority in all communications with GMEBS and Employees]
(See Section 2.49 of Basic Plan Document)

Name: **City Manager**
Address: **1400 Veretans Memorial Highway SE, Ste 134-200, Mableton, GA 30126**
Phone: **(470) 307-5339**
Facsimile:

5. PENSION COMMITTEE

[Please designate members by position. If not, members of Pension Committee shall be determined in accordance with Article XIV of Basic Plan Document]

Position:

Position:

Position:

Position:

Position:

Pension Committee Secretary: **City Clerk**

Address: **1400 Veretans Memorial Highway SE, Ste 134-200, Mableton, GA 30126**

Phone: **(404) 927-9502**

Facsimile:

6. TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☒ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.
- ☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.
- ☐ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows (**check one or more as applicable**):
 - ☐ To update the Plan to comply with the Path Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).
 - ☐ To make the following amendments to the Adoption Agreement (**must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

7. EFFECTIVE DATE

NOTE: This Adoption Agreement and any Addendum, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined benefit plan, and is part of the GMEBS Defined Benefit Retirement Plan. Plan provisions designed to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); and Plan provisions designed to comply with certain provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2020-14 (the 2020 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan

Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Adopting Employer is adopting a plan document intended to comply with Internal Revenue Code Section 401(a), as updated by the PATH Act and the 2020 Cumulative List with the applicable effective dates.

- (1) Complete this item (1) only if this is a new defined benefit plan which does not replace or restate an existing defined benefit plan.**

The effective date of this Plan is **October 1, 2024** (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted).

- (2) Complete this item (2) only if this Plan is being adopted to replace a non-GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))). This Plan is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____ (insert original effective date of preexisting plan).

- (3) Complete this item (3) only if this is an amendment and complete restatement of the Adopting Employer's existing GMEBS defined benefit plan.**

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be _____ (insert effective date of this Adoption Agreement but not earlier than the first day of the current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on _____ (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement).

The Employer's first Adoption Agreement became effective _____ (insert effective date of Employer's first GMEBS Adoption Agreement). The Employer's GMEBS Plan was originally effective _____ (insert effective date of Employer's original GMEBS Plan). (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ (if applicable, insert effective date of Employer's original non-GMEBS Plan).)

8. PLAN YEAR

Plan Year means (**check one**):

- ☐ Calendar Year
- ☒ Employer Fiscal Year commencing **July 1**.
- ☐ Other (**must specify month and day commencing**): _____.

9. CLASSES OF ELIGIBLE EMPLOYEES

Only Employees of the Adopting Employer who meet the Basic Plan Document's definition of "Employee" may be covered under the Adoption Agreement. Eligible Employees shall not include non-governmental employees, independent contractors, leased employees, nonresident aliens, or any other ineligible individuals, and this Section 9 must not be completed in a manner that violates the "exclusive benefit rule" of Internal Revenue Code Section 401(a)(2).

A. Eligible Regular Employees

Regular Employees include Employees, other than elected or appointed members of the Governing Authority or Municipal Legal Officers, who are regularly employed in the services of the Adopting Employer. Subject to the other conditions of the Basic Plan Document and the Adoption Agreement, the following Regular Employees are eligible to participate in the Plan (**check one**):

- ☒ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.
- ☐ **ALL REGULAR EMPLOYEES EXCEPT** for the following employees (**must specify; specific positions are permissible; specific individuals may not be named**): _____.

B. Elected or Appointed Members of the Governing Authority

An Adopting Employer may elect to permit participation in the Plan by elected or appointed members of the Governing Authority and/or Municipal Legal Officers, provided they otherwise meet the Basic Plan Document's definition of "Employee" and provided they satisfy any other requirements specified by the Adopting Employer. Municipal Legal Officers to be covered must be specifically identified by position. Subject to the above conditions, the Employer hereby elects the following treatment for elected and appointed officials:

(1) Elected or Appointed Members of the Governing Authority (check one):

- ☐ **ARE NOT** eligible to participate in the Plan.
- ☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): _____.

(2) **Municipal Legal Officers (check one):**

- ☒ **ARE NOT** eligible to participate in the Plan.
- ☐ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

10. ELIGIBILITY CONDITIONS

A. **Hours Per Week (Regular Employees)**

The Adopting Employer may specify a minimum number of work hours per week which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Regular Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum hour requirement for Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☒ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

Exceptions: If a different minimum hour requirement applies to a particular class or classes of Regular Employees, please specify below the classes to whom the different requirement applies and indicate the minimum hour requirement applicable to them.

Class(es) of Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Minimum hour requirement applicable to excepted Regular Employees:

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☐ Other: _____ (must not exceed 40 hours/week regularly scheduled)

B. **Months Per Year (Regular Employees)**

The Adopting Employer may specify a minimum number of work months per year which are required to be scheduled by Regular Employees in order for them to become and remain "Eligible Employees" under the Plan. **It is the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied.** The Employer hereby elects the following minimum requirement for Regular Employees:

- ☐ No minimum
- ☒ At least **10** months per year (regularly scheduled)

Exceptions: If different months per year requirements apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

The months to year requirement for excepted class(es) are:

- ☐ No minimum
- ☐ At least _____ months per year (regularly scheduled)

11. WAITING PERIOD

Except as otherwise provided in Section 4.02(b) of the Basic Plan Document, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan.

12. ESTABLISHING PARTICIPATION IN THE PLAN

Participation in the Plan is considered mandatory for all Eligible Employees who satisfy the eligibility conditions specified in the Adoption Agreement, except as provided in Section 4.03(e) of the Basic Plan Document. However, the Employer may specify below that participation is optional for certain classes of Eligible Employees, including Regular Employees, elected or appointed members of the Governing Authority, Municipal Legal Officers, City Managers, and/or Department Heads. If participation is optional for an Eligible Employee, then in order to become a Participant, the Employee must make a written election to participate within 120 days after employment, election or appointment to office, or if later, the date the Employee first becomes eligible to participate in the Plan. The election is irrevocable, and the failure to make the election within the 120 day time limit shall be deemed an irrevocable election not to participate in the Plan.

Classes for whom participation is optional **(check one):**

- ☒ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
- ☐ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees):** _____.

13. CREDITED SERVICE

In addition to Current Credited Service the Adopting Employer may include as Credited Service the following types of service:

A. Credited Past Service with Adopting Employer

Credited Past Service means the number of years and complete months of Service with the Adopting Employer prior to the date an Eligible Employee becomes a Participant which are treated as credited service under the Plan.

(1) Eligible Employees Employed on Original Effective Date of GMEBS Plan.

With respect to Eligible Employees who are employed by the Adopting Employer on the original Effective Date of the Employer's GMEBS Plan, Service with the Adopting Employer prior to the date the Eligible Employee becomes a Participant (including any Service prior to the Effective Date of the Plan) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.
- ☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **With respect to elected or appointed members of the Governing Authority in office on October 1, 2024, no Service as an elected or appointed member of the Governing Authority prior to October 1, 2024, shall be credited for any purpose.**
- ☐ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.
- ☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), provided that after returning to employment, the Eligible Employee performs Service equal to the period of the break in Service or one (1) year, whichever is less. Any limitations imposed above with respect to Eligible Employees employed on the Effective Date shall also apply.

- ☒ No Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** ____.

(3) Eligible Employees Initially Employed After Effective Date. If an Eligible Employee's initial employment date is after the original Effective Date of the Employer's GMEBS Plan, said Employee's Credited Past Service shall include only the number of years and complete months of Service from the Employee's initial employment date to the date the Employee becomes a Participant in the Plan.

(4) Newly Eligible Classes of Employees. If a previously ineligible class of Employees becomes eligible to participate in the Plan, the Employer must specify in an addendum to this Adoption Agreement whether and to what extent said Employees' prior service with the Employer shall be treated as Credited Past Service under the Plan.

B. Prior Military Service

Note: This Section does not concern military service required to be credited under USERRA – See Section 3.02 of the Basic Plan Document for rules on the crediting of USERRA Military Service.

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

Military Service credited under this Section shall not include any service which is otherwise required to be credited under the Plan by federal or state law. Prior Military Service shall be treated as follows **(check one)**:

- ☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service).**
- ☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):
- ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Maximum Credit for Prior Military Service.

Credit for Prior Military Service shall be limited to a maximum of _____ years **(insert number)**.

(3) Rate of Accrual for Prior Military Service.

Credit for Prior Military Service shall accrue at the following rate **(check one)**:

- ☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of military service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.
- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(4) Payment for Prior Military Service Credit (check one):

- ☐ Participants shall **not** be required to pay for military service credit.
- ☐ Participants shall be required to pay for military service credit as follows:
 - ☐ The Participant must pay _____ % of the actuarial cost of the service credit (as defined below).
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Other Conditions for Award of Prior Military Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) Limitations on Service Credit Purchases. Unless otherwise specified in an Addendum to the Adoption Agreement, for purposes of this Section and Section 13.C. concerning prior governmental service credit, the term "actuarial cost of service credit" is defined as set forth in the Service Credit Purchase Addendum. In the case of a service credit purchase, the Participant shall be required to comply with any rules and regulations established by the GMEBS Board of Trustees concerning said purchases.

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic

Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

The Adopting Employer may elect to treat governmental service rendered prior to a Participant's initial employment date or reemployment date as creditable service under the Plan. Subject to any limitations imposed by law, the term "prior governmental service" shall be as defined by the Adopting Employer below. The Employer elects to treat prior governmental service as follows **(check one)**:

- ☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.
- ☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:
 - ☐ Computing amount of benefits payable.
 - ☐ Meeting minimum service requirements for vesting.
 - ☐ Meeting minimum service requirements for benefit eligibility.

(2) Definition of Prior Governmental Service.

Prior governmental service shall be defined as follows: **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Unless otherwise specified above, prior governmental service shall include only full-time service (minimum hour requirement same as that applicable to Eligible Regular Employees).

(3) Maximum Credit for Prior Governmental Service.

Credit for prior governmental service shall be limited to a maximum of _____ years **(insert number)**.

(4) Rate of Accrual for Prior Governmental Service Credit.

Credit for prior governmental service shall accrue at the following rate **(check one)**:

- ☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.
- ☐ All prior governmental service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Adopting Employer.

- ☐ Other requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

(5) Payment for Prior Governmental Service Credit.

- ☐ Participants shall **not** be required to pay for governmental service credit.
- ☐ Participants shall be required to pay for governmental service credit as follows:
 - ☐ The Participant must pay ____% of the actuarial cost of the service credit.
 - ☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

Other Conditions for Award of Prior Governmental Service Credit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):** _____.

D. Leave Conversion for Unused Paid Time Off (e.g., Sick, Vacation, or Personal Leave)

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

Important Note: Leave cannot be converted to Credited Service in lieu of receiving a cash payment. If the Employer elects treating unused paid time off as Credited Service, the conversion to Credited Service will be automatic, and the Participant cannot request a cash payment for the unused paid time off.

The Employer elects the following treatment of unused paid time off:

- ☒ Unused paid time off shall **not** be treated as Credited Service **(if checked, skip to Section 14 – Retirement Eligibility).**

- ☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:
- ☐ Unused sick leave
 - ☐ Unused vacation leave
 - ☐ Unused personal leave
 - ☐ Other paid time off **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(2) Minimum Service Requirement.

In order to receive credit for unused paid time off, a Participant must meet the following requirement at termination **(check one)**:

- ☐ The Participant must be 100% vested in a normal retirement benefit.
- ☐ The Participant must have at least _____ years **(insert number)** of Total Credited Service (not including leave otherwise creditable under this Section).
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(3) Use of Unused Paid Time Off Credit. Unused paid time off for which the Participant is not paid shall count as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

- ☐ Computing amount of benefits payable.
- ☐ Meeting minimum service requirements for vesting.
- ☐ Meeting minimum service requirements for benefit eligibility.

(4) Maximum Credit for Unused Paid Time Off.

Credit for unused paid time off for which the Participant is not paid shall be limited to a maximum of _____ months **(insert number)**.

(5) Computation of Unused Paid Time Off.

Unless otherwise specified by the Adopting Employer under "Other Conditions" below, each twenty (20) days of creditable unused paid time off shall constitute one (1) complete month of Credited Service under the Plan. Partial months shall not be credited.

(6) Other Conditions (please specify, subject to limitations in Section 3.01 of Basic Plan Document; must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

Early retirement qualifications are **(check one or more as applicable)**:

- ☒ Attainment of age 55 **(insert number)**
- ☒ Completion of 10 years **(insert number)** of Total Credited Service

Exceptions: If different early retirement eligibility requirements apply to a particular class or classes of Eligible Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Early retirement qualifications for excepted class(es) are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service

B. Normal Retirement Qualifications

Note: Please complete this Section and also list "Alternative" Normal Retirement Qualifications, if any, in Section 14.C.

(1) Regular Employees

Normal retirement qualifications for Regular Employees are **(check one or more as applicable)**:

- ☒ Attainment of age 62 **(insert number)**
- ☒ Completion of 5 years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Exceptions: If different normal retirement qualifications apply to a particular class or classes of Regular Employees, the Employer must specify below the classes to whom the different requirements apply and indicate below the requirements applicable to them.

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Normal retirement qualifications for excepted class(es) are **(check one or more as applicable):**

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

(2) Elected or Appointed Members of Governing Authority

Complete this Section only if elected or appointed members of the Governing Authority or Municipal Legal Officers are permitted to participate in the Plan. Normal retirement qualifications for this class are **(check one or more as applicable):**

- ☒ Attainment of age **62** **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one):** ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named):** _____.

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify

below to whom the different requirements apply and indicate below the requirements applicable to them.

Particular elected or appointed members of the Governing Authority or Municipal Legal Officers to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Normal retirement qualifications for excepted elected or appointed members of the Governing Authority or Municipal Legal Officers are **(check one or more as applicable)**:

- ☐ Attainment of age _____ **(insert number)**
- ☐ Completion of _____ years **(insert number)** of Total Credited Service
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

C. Alternative Normal Retirement Qualifications

The Employer may elect to permit Participants to retire with unreduced benefits after they satisfy service and/or age requirements other than the regular normal retirement qualifications specified above. The Employer hereby adopts the following alternative normal retirement qualifications:

Alternative Normal Retirement Qualifications (check one or more, as applicable):

- (1) ☒ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).
- (2) ☐ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**
 - ☐ Attainment of age _____ **(insert number)**
 - ☐ Completion of _____ years **(insert number)** of Total Credited Service
 - ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if Participant meets minimum age and service requirements specified immediately

above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the above qualifications in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (3) ☐ **Rule of _____ (insert number).** The Participant's combined Total Credited Service and age must equal or exceed this number. Please complete additional items below:

To qualify for this alternative normal retirement benefit, the Participant **(check one or more items below, as applicable)**:

- ☐ Must have attained at least age _____ **(insert number)**
- ☐ Must not satisfy any minimum age requirement
- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the Rule in order to qualify for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

- (4) ☐ **Alternative Minimum Service.** A Participant is eligible for an alternative normal retirement benefit if the Participant has at least _____ years **(insert number)** of Total Credited Service, regardless of the Participant's age.

- ☐ In-Service Distribution to Eligible Employees permitted (*i.e.*, a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets the minimum service requirement specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:_____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(5) ☐ **Other Alternative Normal Retirement Benefit.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- ☐ In-Service Distribution to Eligible Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All Participants who qualify.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

(6) ☐ **Other Alternative Normal Retirement Benefit for Public Safety Employees Only.**

Must specify qualifications (in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

- ☐ In-Service Distribution to Eligible Employees who are Public Safety Employees permitted (i.e., a qualifying Participant may commence receiving retirement benefits while in service without first incurring a Bona Fide Separation from Service), if the Participant meets minimum age and service requirements specified immediately above and satisfies the minimum age parameters for In-Service Distribution Described in Section 6.06(a)(3) of the Basic Plan Document, subject to applicable Plan

provisions concerning recalculation and offset applied at re-retirement to account for the value of benefits received prior to re-retirement. This rule shall apply to **(check one)**: ☐ all Participants ☐ only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

This alternative normal retirement benefit is available to:

- ☐ All public safety employee Participants who qualify.
- ☐ Only the following public safety employee Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

A public safety employee Participant **(check one)**: ☐ is required ☐ is not required to be in the service of the Employer at the time the Participant satisfies the qualifications for this alternative normal retirement benefit.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Note: "Public safety employees" are defined under the Internal Revenue Code for this purpose as employees of a State or political subdivision of a State who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of such State or political subdivision.

D. Disability Benefit Qualifications

Subject to the other terms and conditions of the Basic Plan Document and except as otherwise provided in an Addendum to this Adoption Agreement, disability retirement qualifications are based upon Social Security Administration award criteria or as otherwise provided under Section 2.23 of the Basic Plan Document. The Disability Retirement benefit shall commence as of the Participant's Disability Retirement Date under Section 2.24 of the Basic Plan Document.

To qualify for a disability benefit, a Participant must have the following minimum number of years of Total Credited Service **(check one)**:

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum.
- ☒ 1 year(s) **(insert number)** of Total Credited Service.

Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

The number of years of Total Credited Service which may be used to calculate a benefit is (check one or all that apply):

- ☒ not limited.
- ☐ limited to _____ years for all Participants.
- ☐ limited to _____ years for the following classes of Eligible Regular Employees:
 - ☐ All Eligible Regular Employees.
 - ☐ Only the following Eligible Regular Employees: _____.
- ☐ limited to _____ years as an elected or appointed member of the Governing Authority.
- ☐ limited to _____ years as a Municipal Legal Officer.
- ☐ Other (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

The monthly normal retirement benefit for Eligible Regular Employees shall be 1/12 of (check and complete one or more as applicable):

- ☒ (a) **Flat Percentage Formula. 2.0% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:
 - ☒ All Participants who are Regular Employees.
 - ☐ Only the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.
- ☐ (b) **Alternative Flat Percentage Formula. _____% (insert percentage)** of Final Average Earnings multiplied by years of Total Credited Service as an Eligible Regular Employee. This formula applies to the following Participants (must specify - specific positions are permissible; specific individuals may not be named): _____.

- ☐ (c) **Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

- ☐ (d) **Alternative Split Final Average Earnings Formula.** _____ % (insert percentage) of Final Average Earnings up to the amount of **Covered Compensation (see subsection (2) below for definition of Covered Compensation)**, plus _____ % (insert percentage) of Final Average Earnings in excess of said Covered Compensation, multiplied by years of Total Credited Service as an Eligible Regular Employee.

This formula applies to:

- ☐ All Participants.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsections as necessary for each applicable benefit formula and Participant class covered under the Plan.]

(2) Covered Compensation (complete only if Split Formula(s) is checked above):

Covered Compensation is defined as (check one or more as applicable):

- ☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.
☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.
- ☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to (**check one**):
- ☐ All Participants who are Regular Employees.

- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following class(es) of Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.
- ☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed \$ _____ **(specify amount)**. This definition shall apply to **(check one)**:
 - ☐ All Participants who are Regular Employees.
 - ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

(3) Final Average Earnings

Unless otherwise specified in an Addendum to the Adoption Agreement, Final Average Earnings is defined as the monthly average of Earnings paid to a Participant by the Adopting Employer for the **60 (insert number not to exceed 60)** consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by 12. Note: GMEBS has prescribed forms for calculation of Final Average Earnings that must be used for this purpose.

This definition of Final Average Earnings applies to:

- ☒ All Participants who are Regular Employees.
- ☐ Only the following Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

[Repeat above subsection as necessary for each applicable definition and Participant class covered under the Plan.]

(4) Formula for Elected or Appointed Members of the Governing Authority

The monthly normal retirement benefit for members of this class shall be as follows **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).
- ☒ **\$50.00 (insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service;

provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

- ☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.
- ☐ Only the following elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary for each applicable formula for classes of elected or appointed members covered under the Plan.]

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

- ☒ (1) **Standard Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:
 - ☒ All Participants.
 - ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.
- ☐ (2) **Alternative Early Retirement Reduction Table.** The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:
 - ☐ All Participants.
 - ☐ Only the following Participants (**must specify - specific positions are permissible; specific individuals may not be named**):_____.

Alternative Early Retirement Reduction Table

<u>Number of Years Before</u> <u>[Age (Insert Normal</u>	<u>Percentage of</u>
<u>Retirement Age)]</u> (check as applicable)	<u>Normal Retirement Benefit*</u> (complete as applicable)

☐ 0	1.000
----------------------------	-------

- | | | |
|--------------------------|----|--------|
| ☐ | 1 | 0.____ |
| ☐ | 2 | 0.____ |
| ☐ | 3 | 0.____ |
| ☐ | 4 | 0.____ |
| ☐ | 5 | 0.____ |
| ☐ | 6 | 0.____ |
| ☐ | 7 | 0.____ |
| ☐ | 8 | 0.____ |
| ☐ | 9 | 0.____ |
| ☐ | 10 | 0.____ |
| ☐ | 11 | 0.____ |
| ☐ | 12 | 0.____ |
| ☐ | 13 | 0.____ |
| ☐ | 14 | 0.____ |
| ☐ | 15 | 0.____ |

*Interpolate for whole months

D. Monthly Late Retirement Benefit Amount (check one):

- ☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.
- ☐ (2) The monthly Late Retirement benefit shall be the greater of: (1) the monthly retirement benefit accrued as of the Participant's Normal Retirement Date, actuarially increased in accordance with the actuarial table contained in Section 12.05 of the Basic Plan Document; or (2) the monthly retirement benefit accrued as of the Participant's Late Retirement Date, without further actuarial adjustment under Section 12.06 of the Basic Plan Document.

E. Monthly Disability Benefit Amount

The amount of the monthly Disability Benefit shall be computed in the same manner as the Normal Retirement benefit, based upon the Participant's Accrued Benefit as of the Participant's Disability Retirement Date.

Minimum Disability Benefit. The Adopting Employer may set a minimum Disability Benefit. The Employer elects the following minimum Disability benefit **(check one)**:

- ☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).
- ☐ No minimum is established.
- ☒ No less than **(check one)**: ☒ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence)

immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

- ☐ No less than **(check one):** ☐ 66 2/3 % ☐ _____% **(if other than 66 2/3%, insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability, less any monthly benefits paid from federal Social Security benefits as a result of disability as reported by the Employer. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

F. Minimum/Maximum Benefit For Elected Officials

In addition to any other limitations imposed by federal or state law, the Employer may impose a cap on the monthly benefit amount that may be received by elected or appointed members of the Governing Authority. The Employer elects **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).
- ☐ No minimum or maximum applies.
- ☒ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.
- ☐ Other minimum or maximum **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

G. Multiple Plans

In the event that the Employer maintains multiple plans, the following provisions will apply to the extent necessary to satisfy Code § 415.

16. SUSPENSION OF BENEFITS FOLLOWING BONA FIDE SEPARATION OF SERVICE; COLA

- A. Re-Employment as Eligible Employee After Normal, Alternative Normal, or Early Retirement and Following Bona Fide Separation of Service (see Basic Plan Document Section 6.06(c) Regarding Re-Employment as an Ineligible Employee and**

Basic Plan Document Section 6.06(e) and (f) Regarding Re-Employment After Disability Retirement)

(1) Reemployment After Normal or Alternative Normal Retirement. In the event that a Retired Participant 1) is reemployed with the Employer as an Eligible Employee (as defined in the Plan) after the Participant's Normal or Alternative Normal Retirement Date and after a Bona Fide Separation from Service, or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) due to the addition of such class to the Plan after the Participant's Normal or Alternative Normal Retirement Date, the following rule shall apply **(check one)**:

- ☒ (a) The Participant's benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.
- ☐ (b) The Participant may continue to receive retirement benefits in accordance with Section 6.06(b) of the Basic Plan Document. This rule shall apply to **(check one)**: ☐ all Retired Participants ☐ only the following classes of Retired Participants **(must specify (specific positions are permissible; specific individuals may not be named) - benefits of those Retired Participants not listed shall be suspended in accordance with Section 6.06(a) of the Basic Plan Document if they return to work with the Employer)**: _____.

(2) Reemployment After Early Retirement. In the event a Participant Retires with an Early Retirement benefit after a Bona Fide Separation from Service 1) is reemployed with the Employer as an Eligible Employee before the Participant's Normal Retirement Date; or 2) is reemployed with the Employer in an Ineligible Employee class, and subsequently again becomes an Eligible Employee (as defined in the Plan) before the Participant's Normal Retirement Date due to the addition of such class to the Plan, the following rule shall apply **(check one or more as applicable)**:

- (a) ☒ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document for as long as the Participant remains employed.

This rule shall apply to **(check one)**: ☒ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

- (b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section

6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

_____.

- (c) ☐ The Participant's Early Retirement benefit shall continue in accordance with Section 6.06(b)(2)(B)(ii) of the Basic Plan Document.

This rule shall apply to **(check one)**: ☐ all Retired Participants; ☐ only the following classes of Retired Participants **(must specify - specific positions are permissible; specific individuals may not be named)**:

_____.

B. Cost Of Living Adjustment

The Employer may elect to provide for an annual cost-of-living adjustment (COLA) in the amount of benefits being received by Retired Participants and Beneficiaries, which shall be calculated and paid in accordance with the terms of the Basic Plan Document. The Employer hereby elects the following **(check one)**:

- ☐ (1) No cost-of-living adjustment.
- ☒ (2) Variable Annual cost-of-living adjustment not to exceed **5.0%** **(insert percentage)**.
- ☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

The above cost-of-living adjustment shall apply with respect to the following Participants (and their Beneficiaries) **(check one)**:

- ☒ All Participants (and their Beneficiaries).
- ☐ Participants (and their Beneficiaries) who terminate employment on or after _____ **(insert date)**.
- ☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

The Adjustment Date for the above cost-of-living adjustment shall be (if not specified, the Adjustment Date shall be January 1): _____.

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an Eligible Regular Employee and whose employment is terminated for any reason other than death or retirement shall earn a vested right in the Participant's accrued retirement benefit in accordance with the following schedule (**check one**):

- ☐ **No Vesting schedule (immediate Vesting).**
- ☒ **Cliff Vesting Schedule.** Benefits shall be 100% vested after the Participant has a minimum of 5 years (**insert number not to exceed 10**) of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.
- ☐ **Graduated Vesting Schedule.** Benefits shall become vested in accordance with the following schedule (**insert percentages**):

<u>COMPLETED YEARS OF TOTAL CREDITED SERVICE</u>	<u>VESTED PERCENTAGE</u>
1	%
2	%
3	%
4	%
5	%
6	%
7	%
8	%
9	%
10	%

Exceptions: If a vesting schedule other than that specified above applies to a special class(es) of Regular Employees, the Employer must specify the different vesting schedule below and the class(es) to whom the different vesting schedule applies.

Regular Employees to whom exception applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Vesting Schedule for excepted class (**Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.**): _____.

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a

vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

- ☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).
- ☒ No Vesting schedule (immediate Vesting).
- ☐ Other vesting schedule **(Must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i). Must be at least as favorable as one of the following schedules: (i) 15-year cliff vesting, (ii) 20-year graded vesting, or (iii) for qualified public safety employees, 20-year cliff vesting.)**: _____.

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following in-service death benefit, to be payable in the event that an eligible Participant's employment with the Employer is terminated by reason of the Participant's death prior to Retirement **(check and complete one)**:

- (1) ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:
- ☒ The Participant must be vested in a normal retirement benefit.
 - ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
 - ☐ The Participant must be eligible for Early or Normal Retirement.
 - ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.
- (2) ☐ **Actuarial Reserve Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

- ☐ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.
- ☐ The Participant must have _____ years **(insert number)** of Total Credited Service.
- ☐ Other eligibility requirement **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

Imputed Service. For purposes of computing the actuarial reserve death benefit, the Participant's Total Credited Service shall include **(check one)**:

- ☐ Total Credited Service accrued prior to the date of the Participant's death.
- ☐ Total Credited Service accrued prior to the date of the Participant's death, plus **(check one)**: ☐ one-half (½) ☐ _____ **(insert other fraction)** of the Service between such date of death and what would otherwise have been the Participant's Normal Retirement Date. **(See Basic Plan Document Section 8.02(b) regarding 10-year cap on additional Credited Service.)**

Minimum In-Service Death Benefit for Vested Employees Equal to Terminated Vested Death Benefit. Unless otherwise specified under "Exceptions" below, if a Participant's employment is terminated by reason of the Participant's death prior to Retirement, and if as of the date of death the Participant is vested but does not qualify for the in-service death benefit, then the Auto A Death Benefit will be payable, provided the Auto A Death Benefit is made available to terminated vested employees under the Adoption Agreement (see "Terminated Vested Death Benefit" below).

(3) Exceptions: If an in-service death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit **(must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

Participants to whom alternative death benefit applies **(must specify - specific positions are permissible; specific individuals may not be named)**: _____.

Eligibility conditions for alternative death benefit **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

B. Terminated Vested Death Benefit

(1) Complete this Section only if the Employer offers a terminated vested death benefit. The Employer may elect to provide a terminated vested death benefit, to be payable in the event that a Participant who is vested dies after termination of employment but before Retirement benefits commence. Subject to the terms and conditions of the Basic Plan Document, the Employer hereby elects the following terminated vested death benefit (**check one**):

- ☒ **Auto A Death Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.
- ☐ **Accrued Retirement Benefit.** A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

(2) Exceptions: If a terminated vested death benefit other than that specified above applies to one or more classes of Participants, the Employer must specify below the death benefit payable, the class(es) to whom the different death benefit applies, and the eligibility conditions for said death benefit.

Alternative Death Benefit (**must specify formula that satisfies the definite written program and definitely determinable requirements of Treasury Regulations Sections 1.401-1(a)(2) and 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415**): _____.

Participants to whom alternative death benefit applies (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

Eligibility conditions for alternative death benefit (**must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)**): _____.

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

- ☒ Are not required.
- ☐ Are required in the amount of _____ % (**insert percentage**) of Earnings for all Participants.
- ☐ Are required in the amount of _____ % (**insert percentage**) of Earnings for Participants in the following classes (**must specify - specific positions are permissible; specific individuals may not be named**): _____.

[Repeat above subsection as necessary if more than one contribution rate applies.]

(2) Pre-Tax Treatment of Employee Contributions. If Employee Contributions are required in Subsection (1) above, an Adopting Employer may elect to "pick up" Employee Contributions to the Plan in accordance with IRC Section 414(h). In such case, Employee Contributions shall be made on a pre-tax rather than a post-tax basis, provided the requirements of IRC Section 414(h) are met. If the Employer elects to pick up Employee Contributions, it is the Employer's responsibility to ensure that Employee Contributions are paid and reported in accordance with IRC Section 414(h). The Adopting Employer must not report picked up contributions as wages subject to federal income tax withholding.

The Employer hereby elects **(check one)**:

- ☐ To pick up Employee Contributions. By electing to pick up Employee Contributions, the Adopting Employer specifies that the contributions, although designated as Employee Contributions, are being paid by the Employer in lieu of Employee Contributions. The Adopting Employer confirms that the executor of this Adoption Agreement is duly authorized to take this action as required to pick up contributions. This pick-up of contributions applies prospectively, and it is evidenced by this contemporaneous written document. On and after the date of the pick-up of contributions, a Participant does not have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to the designated Employee Contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.
- ☐ Not to pick up Employee Contributions.

(3) Interest on Employee Contributions. The Adopting Employer may elect to pay interest on any refund of Employee Contributions.

- ☐ Interest shall not be paid.
- ☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.
- ☐ Other rate of interest **(must specify rate in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):**
_____.

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the

new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

The Administrator will timely inform the Adopting Employer of any amendments made by the Board to the Plan.

21. TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan. The Administrator will inform the Adopting Employer in the event the Board should decide to discontinue this pre-approved plan program.

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

Adoption. The Adopting Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this ordinance. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Adopting Employer under the Plan, and any conditions imposed by the Adopting Employer with respect to, but not inconsistent with, the Plan. The Adopting Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Board of Trustees of GMEBS. The Adopting Employer acknowledges that it may not be able to rely on the pre-approved plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Adopting Employer's Plan to be a qualified plan.

The Adopting Employer hereby agrees to abide by the Basic Plan Document, Trust Agreement, and rules and regulations adopted by the Board of Trustees of GMEBS, as each may be amended from time to time, in all matters pertaining to the operation and administration of the Plan. It is intended that the Act creating the Board of Trustees of GMEBS, this Plan, and the rules and regulations of the Board are to be construed in harmony with each other. In the event of a conflict between the provisions of any of the foregoing, they shall govern in the following order:

- (1) The Act creating the Board of Trustees of The Georgia Municipal Employees' Benefit System, O.C.G.A. Section 47-5-1 *et seq.* (a copy of which is included in the Appendix to the Basic Defined Benefit Plan Document) and any other applicable provisions of O.C.G.A. Title 47;
- (2) The Basic Defined Benefit Plan Document and Trust Agreement;
- (3) This Ordinance and Adoption Agreement (and any Addendum); and
- (4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or

phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

This Adoption Agreement (and any Addendum) may only be used in conjunction with Georgia Municipal Employees Benefit System Basic Defined Benefit Retirement Plan Document approved by the Internal Revenue Service under opinion letter Q705465a dated August 31, 2023. The Adopting Employer understands that failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Adopting Employer's Plan under the Internal Revenue Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is Georgia Municipal Employees Benefit System, with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia, 30303. The business telephone number is: (404) 688-0472. The primary person to contact is: GMEBS Legal Counsel.

Authorization for Amendments. Effective on and after February 17, 2005, the Adopting Employer hereby authorizes the pre-approved plan provider who sponsors the Plan on behalf of GMEBS to prepare amendments to the Plan, for approval by the Board, on its behalf as provided under Revenue Procedure 2005-16, as superseded by Revenue Procedure 2015-36, Revenue Procedure 2011-49, and Announcement 2005-37. Effective January 1, 2013, Georgia Municipal Association, Inc., serves as the pre-approved plan provider for the Plan. Employer notice and signature requirements were met for the Adopting Employer before the effective date of February 17, 2005. The Adopting Employer understands that the implementing amendment reads as follows:

On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

Notwithstanding the foregoing paragraph, no amendment to the Plan shall be prepared on behalf of any Adopting Employer as of either:

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a

result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or

- as of the date the Plan is otherwise considered an individually designed plan due to the nature and extent of the amendments.

If the Adopting Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, the Provider's authority to amend the Plan on behalf of the Adopting Employer is conditioned on the Plan receiving a favorable determination letter.

The Adopting Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Reliance on Opinion Letter. As provided in Revenue Procedure 2017-41, the Adopting Employer may rely on the Plan's opinion letter, provided that the Adopting Employer's Plan is identical to the GMEBS Plan, and the Adopting Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan, Adoption Agreement, and any Addendum.

AN ORDINANCE (continued from page 1)

Section 2. Except as otherwise specifically required by law or by the terms of the Basic Plan Document or Adoption Agreement (or any Addendum), the rights and obligations under the Plan with respect to persons whose employment with the City was terminated or who vacated office with the City for any reason whatsoever prior to the effective date of this Ordinance are fixed and shall be governed by such Plan, if any, as it existed and was in effect at the time of such termination.

Section 3. The effective date of this Ordinance shall be October 1, 2024 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

Section 4. All Ordinances and parts of ordinances in conflict herewith are expressly repealed.

Approved by the Mayor and Council of the City of Mableton, Georgia, this _____ day of _____, 20____.

Attest:

CITY OF MABLETON, GEORGIA

City Clerk

Mayor

(SEAL)

Approved:

City Attorney

The terms of the foregoing Adoption Agreement are approved by the Board of Trustees of Georgia Municipal Employees Benefit System.

IN WITNESS WHEREOF, the Board of Trustees of Georgia Municipal Employees Benefit System has caused its Seal and the signatures of its duly authorized officers to be affixed this _____ day of _____, 20____.

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

Secretary

**GEORGIA MUNICIPAL EMPLOYEES
BENEFIT SYSTEM**

**BASIC DEFINED BENEFIT RETIREMENT PLAN
DOCUMENT**

AMENDED AND RESTATED

Third Six-Year Cycle, 2020 Cumulative List

**Administered by:
Georgia Municipal Employees Benefit System
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289**

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APPENDIX – REFERENCED SECTIONS OF O.C.G.A.

BASIC PLAN DOCUMENT

ARTICLE I.

PURPOSE OF PLAN

The Georgia Municipal Employees Retirement System Plan ("Plan") is hereby amended and restated for the Third Six-Year Cycle, in compliance with the 2020 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System. The Plan is a governmental qualified defined benefit plan under Internal Revenue Code Sections 401(a) and 414(d) and is intended to be adopted by Employers in Georgia.

The Plan is intended to comply with certain provisions of the Protecting Americans from Tax Hikes Act of 2015 ("PATH Act"); as well as the additional guidance included in the 2020 Cumulative List under Internal Revenue Service ("IRS") Notice 2020-14 to the extent applicable to the Plan. Except as otherwise specifically provided herein, the Plan establishes the rights and obligations with respect to individuals who are Employees on and after such dates, as applicable, and to transactions under the Plan on and after such dates, as applicable. Except as otherwise specifically provided herein, the rights and benefits, if any, of individuals who are not Employees on or after such dates, as applicable, shall be determined in accordance with the terms and provisions of the Plan that were in effect on the date that their employment terminated.

Any Municipal Corporation accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate Ordinance of the Governing Authority adopting the Plan. Any other Employer accepted by the Board as an Adopting Employer may become a party to the Plan as of the first day of any Plan Year, or such other date specified by the Adopting Employer, by delivering to the Administrator an appropriate resolution or ordinance (as applicable) of the Governing Authority adopting the Plan. With the

consent of the Board, such organization shall become an Adopting Employer hereunder, as of the specified date, and shall be subject to the terms and provisions of the Plan as then in effect and thereafter amended.

The Plan document consists of this Basic Plan Document, the Adoption Agreement, and any Addendum of each Employer and any amendments to the Basic Plan Document, the Adoption Agreement, and any Addendum. The Plan, generally effective as of the date set forth in the Adoption Agreement for each Employer, except as otherwise specifically provided herein, is established for the purpose of providing retirement and other benefits to Participants.

This Plan is intended to be a pre-approved plan, to be used with a completed Adoption Agreement.

ARTICLE II.

DEFINITIONS

This Article covers all generally applicable definitions used in this Plan, except for definitions related to service, which are in Article III. Except as otherwise provided in the Employer's Adoption Agreement or any Addendum, the definition of terms contained in this Article II and Article III shall govern the meaning of such terms used in the Adoption Agreement. When the initial letter of a word or phrase is capitalized herein, the meaning of such word or phrase shall be as follows, unless a different meaning is plainly required by the content:

Section 2.01. **"Accrued Benefit"** shall mean, as of any date, the Normal Retirement benefit payable to a Participant at the Participant's Normal Retirement Date computed in accordance with the provisions of Article VI and the Adoption Agreement, based upon the Participant's Total Credited Service and Final Average Earnings (if applicable) as of the date that the Participant's Accrued Benefit is being determined.

Section 2.02. **"Actuarial Equivalent"** shall mean a benefit of approximately equal value when computed on the basis of the actuarial assumptions contained in Article XII.

Section 2.03. **"Actuary"** shall mean an individual, or firm, appointed or approved by the Board of Trustees to perform actuarial calculations necessary in the funding of the Plan.

Section 2.04. **"Addendum"** means any Addendum to an Adoption Agreement submitted to the IRS for review under the pre-approved program and entered into by an Adopting Employer.

Section 2.05. **"Adjustment Date"** means January 1 or such other date in a calendar year on which a Cost of Living Adjustment is applied to a Retired Participant's or Post-Retirement Beneficiary's benefit pursuant to an Adopting Employer's Adoption Agreement or any Addendum thereto.

Section 2.06. **"Administrator"** shall mean the Georgia Municipal Employees Benefit System or its designee.

Section 2.07. **"Adopting Employer"** shall mean an Employer who adopts this Plan through the adoption of the Adoption Agreement.

Section 2.08. **"Adoption Agreement"** shall mean the Adoption Agreement adopted by an Adopting Employer, which Adoption Agreement contains certain terms of the Plan, and

whenever applicable shall include any Addendum amending provisions of the Adoption Agreement.

Section 2.09. **"Applicable Form"** shall mean the appropriate form as designated and furnished by the Administrator to make the election or provide the notice required by the Plan. In those circumstances where a written election or consent is not required by the Plan or the Code, the Administrator may prescribe an oral, electronic, or telephonic form in lieu of or in addition to a written form.

Section 2.10. **"Board of Trustees"** or **"Board"** shall mean the Board of Trustees of the Georgia Municipal Employees Benefit System.

Section 2.11. **"Bona Fide Separation from Service"** shall mean, with respect to a Participant who Terminates employment on or after September 26, 2014, the Participant Terminated Employment with the Participant's Adopting Employer without an agreement for re-employment and did not return to service with the Adopting Employer as an Eligible Employee, Ineligible Employee, or independent contractor or in any other capacity, except as described below, for at least six (6) calendar months after the date of said Termination of Employment, provided that the Employer shall be required to provide any information to GMEBS necessary to verify an Employee's Bona Fide Separation from Service. A Bona Fide Separation from Service shall alternatively mean that an Eligible Employee Terminated Employment with the Adopting Employer and returned to service with the Adopting Employer as an elected or appointed member of the Governing Authority, even if such Employee did not incur a six (6) month break in service prior to becoming an elected or appointed member of the Governing Authority.

Section 2.12. **"Child"** or **"Children"** shall mean any natural or adopted child of the Participant or Terminated Vested Participant, as applicable, who is younger than age twenty-two

(22) as of the date of the Participant's or Terminated Vested Participant's death. The term "adopted child" shall include any child who is legally adopted by the Participant and any child who is a member of the Participant's household if placed with the Participant by an authorized placement agency for legal adoption by the Participant. The term "child" does not include a foster child.

Section 2.13. **"Code"** shall mean the Internal Revenue Code of 1986, as applicable to governmental plans, as amended from time to time, and the Internal Revenue Code of 1954, as applicable to governmental plans.

Section 2.14. **"Code Section 415(d) Cost of Living Adjustment"** shall mean the cost of living adjustment prescribed by the Secretary of the Treasury under Code Section 415(d) for any applicable year.

Section 2.15. **"Contract"** shall mean the entire contents of the Ordinance or Resolution adopting this Plan, the Employer's Adoption Agreement and any Addendum thereto, the Basic Plan Document, the GMEBS Trust Agreement, and any amendments made hereafter.

Section 2.16. **"Contributions"** shall mean payments made by Employers (and Employees, if applicable) to GMEBS to provide the benefits specified in the Plan.

Section 2.17. **"Cost of Living Base Figure"** shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is 14 months prior to the month of the Adjustment Date used to determine the Current Cost-of-Living Index Figure. However, if a Participant or Beneficiary has been drawing benefits for less than twelve (12) months, the Cost-of-Living Base

Figure shall mean the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two (2) months prior to the month when benefit payments commenced.

Section 2.18. "Covered Compensation AIME." shall mean the portion of the Average Indexed Monthly Earnings (A.I.M.E.), annualized, as defined by the December 1977 amendments to the federal Old-Age, Survivors, and Disability Insurance (O.A.S.D.I.), not subject to the fifteen percent (15%) benefit rate as defined in the amendments and as adjusted to the year of termination of employment as provided for in said amendments.

Section 2.19. "Covered Compensation Dynamic Break Point" shall mean, for any calendar year, the average of the maximum amount of earnings for which taxes are payable under the Social Security Act during the period of calendar years: (1) beginning with the later of 1959 or the calendar year thirty-five (35) years before the year for which Social Security Covered Compensation is being computed, and (2) ending with the calendar year preceding the year for which Social Security Compensation is being computed. The amount of Covered Compensation for a Participant shall be determined as of the date of the Participant's most recent Termination or the Participant's date of death, whichever is applicable.

Section 2.20. "Covered Compensation Table Break Point" shall mean the amount listed in the table below, opposite the year of birth of the Participant:

Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount	Year of Birth	Covered Compensation Amount
1903 or earlier	\$4,944	1916	\$6,432	1929	\$6,900
1904	5,160	1917	6,480	1930	6,984

1905	5,352	1918	6,528	1931	7,080
1906	5,520	1919	6,576	1932	7,176
1907	5,652	1920	6,612	1933	7,260
1908	5,784	1921	6,660	1934	7,332
1909	5,892	1922	6,696	1935	7,416
1910	6,000	1923	6,720	1936	7,500
1911	6,084	1924	6,756	1937	7,572
1912	6,168	1925	6,792	1938	7,656
1913	6,240	1926	6,816	1939	7,728
1914	6,312	1927	6,840	1940	7,764
1915	6,372	1928	6,864	1941	7,800
				or later	

Section 2.21. "Current Average Cost-of-Living Index Figure" shall mean, with respect to Employers who elect in the Adoption Agreement to provide cost-of-living adjustments in benefits received under the Plan, the Consumer Price Index figure (All Urban Consumers Table – All Items, 1982-1984 Base Period) that was most recently issued by the Bureau of Labor Statistics of the United States Department of Labor for the month that is two months prior to the month of the Adjustment Date.

Section 2.22. "Default Beneficiary" shall mean, with respect to a Participant who dies prior to July 1, 2015, the person(s) or entity to whom a pre-retirement death benefit is payable in the absence of a beneficiary designation by the Participant or in the event there is no designated Primary or Secondary Pre-Retirement Beneficiary to whom a pre-retirement death benefit is payable, determined in accordance with and subject to Section 8.06.

Section 2.23. "Disability" shall mean, with respect to those Adopting Employers who elect in the Adoption Agreement to provide disability retirement benefits and unless otherwise provided in an Addendum to the Adoption Agreement, the following:

(a) A physical or mental disability of a Participant who because of such disability becomes entitled to receive disability insurance benefits under the Federal Social Security Act, as amended, provided that the following conditions are satisfied:

(1) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer, as evidenced by a Social Security Administration (SSA) disability award submitted with the Participant's disability retirement application, reflecting a disability onset date on or before the Participant's Termination date; provided, however, that in the event a Participant has filed more than one disability application with the SSA and the SSA disability award reflects a disability onset date after the Participant's Termination date, and where due to SSA administrative res judicata rules the disability onset date reflected in the SSA disability award immediately follows the date that a prior SSA disability award was denied, then the Administrator may consider other documents submitted with the Participant's application for a SSA disability award to determine the disability onset date if the Participant provides such documents to the Administrator and the Administrator deems such documents sufficient to establish that the disability onset date is on or before the Participant's Termination date;

(2) In no event will the disability onset date be earlier than the latest disability onset date alleged by the Participant in the Participant's SSA disability application(s); and

(3) The Participant's disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs; or

(b) A Participant who is not disabled in accordance with the definition under subsection (a) above solely because the Participant lacks the quarters of Social Security coverage required under the Federal Social Security Act, as amended, shall qualify for Disability if the Pension Committee determines that the Participant is permanently disabled on the basis of

a certificate signed by at least two (2) physicians, (one physician selected and paid by the disabled Participant and one selected and paid by the Employer) stating that:

(1) The Participant is permanently disabled as defined in Internal Revenue Code Section 72(m); and

(2) Such disability commenced on a specified date during the period of the Participant's employment with the Adopting Employer; and

(3) Such disability was not intentionally self-inflicted, incurred in the commission of a felonious enterprise, or the result of the abuse or illegal use of narcotics or drugs.

(c) Neither the Adopting Employer nor the Administrator is required to independently investigate or confirm the cause(es) of a Participant's disability.

Section 2.24. "Disability Retirement Date" shall mean, with respect to those Adopting Employers who elect to provide Disability retirement benefits in the Adoption Agreement and with respect to Participants who Terminate Employment due to Disability, the first day of the first calendar month coinciding with or next following: (a) the date on which a Participant becomes entitled to receive a monthly disability insurance benefit under the Federal Social Security Act, as amended; (b) the date on which the Participant's Disability is determined by the Pension Committee to have commenced, in the case of Disability determinations made by the Pension Committee pursuant to Section 2.23(b); or (c) the date determined in accordance with the provisions of an Employer's General Addendum, as applicable. However, in no event will the Disability Retirement Date be earlier than the first day of the calendar month coinciding with or next following the date of the Participant's Termination of Employment as a result of Disability.

Section 2.25. "Early Retirement Date" shall mean the first day of the month coinciding with or next following the day a Participant qualifies for Early Retirement as specified in the Adoption Agreement, as of which the Participant actually Retires.

Section 2.26. "Earnings" shall mean, unless otherwise specified by the Employer in an Addendum to the Adoption Agreement, the total gross earnings paid to a Participant by the Employer, as reflected in the Employer's payroll records and shall include salary, wages, bonuses, overtime, and compensation for unused sick, vacation, paid-time-off, personal, or any other paid leave. Earnings shall not be reduced for compensation deferred pursuant to Code Sections 401(k), 403(b) or 457, compensation redirected pursuant to Code Section 125 or 132(f)(4), or contributions picked-up under Code Section 414(h) during the Plan Year. Unless otherwise specified in an Addendum to the Adoption Agreement, Earnings shall not include perquisites or allowances for a car or house rent, or compensation for severance pay.

For any Plan Year beginning after December 31, 2001, the annual earnings of a Participant for any year taken into account under the Plan shall not exceed Two Hundred Thousand Dollars (\$200,000) (as increased by the Cost of Living Adjustment for the year, pursuant to Code Section 401(a)(17)(B)). Notwithstanding the provisions of this paragraph, in determining benefit accruals in Plan Years beginning after December 31, 2001, the limit hereunder for determination periods beginning before January 1, 2002, shall be Two Hundred Thousand Dollars (\$200,000).

Annual earnings means Earnings during the Plan Year or such other consecutive twelve (12) month period over which Earnings are otherwise determined under the Plan (the determination period). The Cost of Living Adjustment for a calendar year applies to annual earnings for the determination period that begins with or within such a calendar year. If a short

Plan Year occurs, the annual earnings limit is an amount equal to the otherwise applicable annual earnings limit multiplied by a fraction, the numerator of which is the number of months in the short Plan Year, and the denominator of which is twelve (12).

Section 2.27. **"Effective Date"** shall mean the original effective date of the Adopting Employer's GMEBS-administered defined benefit plan as specified in the Adoption Agreement.

Section 2.28. **"Eligible Employee"** shall mean any Employee who is designated as an Eligible Employee in the Adoption Agreement and who satisfies any eligibility conditions applicable to the class of Eligible Employees to which the Employee belongs.

Section 2.29. **"Eligible Regular Employee"** shall mean any Regular Employee who satisfies the minimum hour and other eligibility conditions applicable to Regular Employees in the Employer's Adoption Agreement.

Section 2.30. **"Employee"** shall mean any person who is regularly employed in the services of the Employer as an employee and shall include elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement. However, notwithstanding any other provision of the Plan to the contrary, the term "Employee" does not include: (a) an individual who is a nonresident alien and who receives no earned income (within the meaning of Code Section 911(d)(2)) from an Employer which constitutes income from sources within the United States within the meaning of Code Section 861(a)(3); (b) a leased employee; or (c) any person treated in good faith by an Employer as an independent contractor, regardless of whether such person is later determined to be a common law employee for tax purposes.

Section 2.31. **"Employer"** shall mean an Employer as defined in O.C.G.A. § 47-5-2(9) (a copy of which is included in the Appendix hereto). No employer which is not

permitted to participate in a qualified governmental pension plan as defined in Code Section 401(a) and 414(d) shall be permitted to participate in this Plan.

Section 2.32. **"Enrollment Date"** shall mean the date that an Eligible Employee first becomes a Participant under this Plan.

Section 2.33. **"FMLA"** shall mean the Family and Medical Leave Act of 1993, as amended from time to time.

Section 2.34. **"Firefighter"** shall mean an Eligible Regular Employee of the Adopting Employer who is either certified as a firefighter pursuant to O.C.G.A. § 25-4-2(4) (a copy of which is included in the Appendix hereto) or who would otherwise be required to be certified as a firefighter but who is exempt pursuant to O.C.G.A. § 25-4-12 (a copy of which is included in the Appendix hereto).

Section 2.35. **"Final Average Earnings"** shall mean, unless otherwise elected in an Addendum to the Adoption Agreement, the arithmetic monthly average of the Earnings paid to a Participant by the Adopting Employer for a specified number of consecutive months of Credited Service preceding the Participant's most recent Termination in which the Participant's Earnings were the highest, multiplied by twelve (12). In computing Final Average Earnings, Earnings shall include, if applicable and authorized by the Adopting Employer in an Addendum to the Adoption Agreement, severance payments made prior to, on or after the Participant's Termination Date. The number of months to be used in determining Final Average Earnings shall be designated by the Adopting Employer in the Adoption Agreement or an Addendum thereto. The Administrator shall prescribe a formula for the determination of Final Average Earnings. Calculation of Final Average Earnings shall be subject to the following:

(a) If a Participant terminates employment or is on an unpaid leave of absence and later returns to employment with the Employer, the period(s) prior to and following such absence from employment shall be considered consecutive.

(b) If a Participant has not completed the number of consecutive months of Credited Service necessary to compute Final Average Earnings under this Section as of the date of such Participant's most recent Termination preceding Retirement, then Final Average Earnings shall be determined by dividing total Earnings for the Participant's entire period of Credited Service by such Participant's total number of months of Credited Service and multiplying the quotient by twelve (12). In computing the number of months of Credited Service for this purpose, incomplete months of Credited Service shall be converted to fractional equivalents of months and included in the computation.

Section 2.36. "Governing Authority" shall mean the entity named in the Adoption Agreement which is authorized to act for the Adopting Employer.

Section 2.37. "In-Service Distribution" shall mean commencement of benefits to a Participant who has satisfied the requirements for Retirement prior to the Participant's Termination of Employment or continuation of benefits to a Retired Participant who returns to service without first completing a Bona Fide Separation from Service.

Section 2.38. "Ineligible Employee" shall mean an Employee of the Adopting Employer who is not an Eligible Employee.

Section 2.39. "Interest" shall mean a pro rata share of any and all interest, dividends, and capital gains or losses earned on the invested or reinvested funds of the GMEBS Investment Fund.

Section 2.40. **"Investment Fund"** or **"GMEBS Retirement Trust Fund"** shall mean the total amounts of all Contributions plus Interest, invested or uninvested, held by the Board of Trustees in the GMEBS Retirement Trust Fund for all GMEBS Employers and their Employees where applicable.

Section 2.41. **"Late Retirement Date"** shall mean the first day of the month coinciding with or next following the day the Participant qualifies for Late Retirement, as specified in Section 6.03, as of which the Participant actually retires. The Plan shall not provide for a maximum retirement age.

Section 2.42. **"Military Service"** shall mean, unless otherwise specified in the Adoption Agreement, service performed while on active duty in the Armed Forces of the United States if the Participant was granted an honorable discharge. Except as otherwise required by federal or state law, Military Service shall not include service which is credited toward retirement under any other local, state, or federal retirement or pension plan.

Section 2.43. **"Monthly Retirement Benefit"** shall mean the monthly benefit as provided in Article VI or any optional benefit payable in lieu thereof as provided in Article VII.

Section 2.44. **"Municipal Legal Officer"** shall mean, with respect to those Employers who elect to include municipal legal officers as Eligible Employees, only those municipal legal officers specifically designated in the Adoption Agreement for inclusion as Eligible Employees, provided that such officer otherwise meets the Basic Plan Document's definition of Employee.

Section 2.45. **"Normal Retirement Date"** or **"Alternative Normal Retirement Date"** shall mean the first day of the month coinciding with or next following the date the Participant qualifies for Normal Retirement as specified in the Employer's Adoption Agreement.

An Employer may also establish alternative Normal Retirement qualifications in the Adoption Agreement. In such case, the Participant's Alternative Normal Retirement Date shall mean the first day of the month coinciding with or next following the date the Participant meets the alternative Normal Retirement qualifications.

Section 2.46. **"Participant"** or **"Participating Employee"** shall mean any Eligible Employee who is or may become eligible to receive a benefit of any type from the Plan and who has commenced participation in the Plan under Article IV.

Section 2.47. **"Pension Committee"** shall mean the committee named in the Adoption Agreement to represent the Adopting Employer in the administration of the Plan.

Section 2.48. **"Plan"** shall mean the provisions of this Basic Plan Document, along with the Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), setting forth the Employees to be covered, the benefits to be provided, and the conditions of retirement, and all amendments thereto which may hereafter be made.

Section 2.49. **"Plan Representative"** shall mean the Plan Representative designated in the Employer's Adoption Agreement. The Plan Representative must have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

Section 2.50. **"Plan Year"** shall mean a twelve (12) consecutive month period specified as such in the Adoption Agreement.

Section 2.51. **"Police Officer"** shall mean an Eligible Regular Employee employed by the Adopting Employer's Police Department who is either certified or registered as a peace officer pursuant to O.C.G.A. § 35-8-2(8) (a copy of which is included in the Appendix hereto).

Section 2.52. **"Post-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a post-retirement survivor benefit in accordance with and subject to the provisions of Article VII and Section 8.12.

Section 2.53. **"Primary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on an Applicable Form, to receive a pre-retirement death benefit, in accordance with and subject to the provisions of Article VIII.

Section 2.54. **"Provider"** means the Georgia Municipal Association, Inc. who is the pre-approved plan provider sponsoring the Plan on behalf of GMEBS.

Section 2.55. **"Regular Employee"** shall mean any Employee, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, who is regularly employed in the services of the Adopting Employer.

Section 2.56. **"Resolution"** shall mean a resolution duly adopted by an Employer.

Section 2.57. **"Retired Participant"** shall mean any Participant who has Terminated Employment with the Employer and who is receiving a benefit provided under the Plan.

Section 2.58. **"Retirement"** or **"Retires"** shall mean withdrawal from Service with a retirement allowance granted under the provisions of the Plan.

Section 2.59. **"Retirement System," "System," or "GMEBS"** shall mean the Georgia Municipal Employees Benefit System created by O.C.G.A. Section 47-5-1 et seq. (a copy of which is included in the Appendix hereto).

Section 2.60. **"Secondary Pre-Retirement Beneficiary"** shall mean the person designated by the Participant, in writing and on the Applicable Form, to receive a pre-retirement death benefit in the event the Primary Pre-Retirement Beneficiary does not survive the Participant, in accordance with and subject to the provisions of Article VIII.

Section 2.61. **"Section"** shall mean, when not preceded by the word Code or ERISA, a section of the Basic Plan Document.

Section 2.62. **"Spouse"** shall mean, notwithstanding any other provision in an Adopting Employer's Adoption Agreement or Addendum to the contrary, (i) effective on or after September 16, 2013, to the extent required by federal law, and (ii) effective on or after September 26, 2014, for all purposes, a person who, as of the date of the Participant's, Retired Participant's or Terminated Vested Participant's death, as applicable, is lawfully joined with the Participant or Terminated Vested Participant in a marriage which is recognized under the laws of any state or foreign jurisdiction, whether opposite-sex or same-sex and regardless of whether or not the spouse resides in the state or foreign jurisdiction in which such marriage occurred.

Section 2.63. **"Terminated Vested Participant"** shall mean any Participant who has Terminated Employment with the Adopting Employer and who has a Vested Benefit under any provision of the Adopting Employer's Plan but is not yet a Retired Participant.

Section 2.64. **"Termination," "Terminate Employment," "Termination of Employment," or "Terminated"** shall mean a severance of employment with the Employer, including Retirement, resignation or discharge, lapse of recall rights after layoff, death, or vacation of office by a Regular Employee, an elected or appointed member of the Governing Authority or a Municipal Legal Officer. Provided, however, that Termination shall not include: (i) absence from active employment which is not treated by the Adopting Employer as a Termination of Employment; (ii) absence due to military service to the extent required under USERRA and Code Section 414(u)(8)(A), (iii) absence due to leave which qualifies as family or medical leave under the FMLA, to the extent required under the FMLA; or (iv) absence due to an authorized leave of absence for any reason if approved by the Adopting Employer. Unless

otherwise required by law or unless the terms of the leave otherwise specify, if an Employee on an authorized 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 date immediately preceding the approved leave period.

Section 2.65. **"Trust Fund"** mean the total amounts, invested or uninvested, held at any time by the Board in trust for the Employer under the GMEBS Trust Agreement, a separate document for the establishment and administration of the Trust Fund.

Section 2.66. **"Vested," "Vesting," "Vested Right," or "Vested Benefit"** shall mean the rights of a Terminated Vested Participant as specified in Article IX.

ARTICLE III.

SERVICE

Section 3.01. **"Current Credited Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer from the Participant's Enrollment Date to the Participant's Termination, which are credited as Current Credited Service for purposes of meeting the Plan's requirements for vesting, retirement and death benefit eligibility, and/or for purposes of computing the amount of benefits payable under the Plan, determined in accordance with and subject to any limitations established in the Basic Plan Document and the Employer's Adoption Agreement or Addendum. Current Credited Service shall include unused paid time off which the Employer elects to treat as Current Credited Service for a Terminated Vested Participant for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement; provided, however, that leave conversions will be permitted only if (i) the leave is for unused accrued paid time off for vacation and/or sick leave or for comparable paid-time-off under an established leave policy without regard to whether the leave is due to illness or incapacity, (ii) the leave policy qualifies as a bona fide sick

and/or vacation leave plan for purposes of Code Section 409A and Treasury Regulation § 1.409A-1(a)(5), (iii) the Plan provides for service credit for an Employee's unused paid time off, provided that the eligibility requirements for participation in the Plan do not permit an Employee to become a Participant only in the Plan Year in which the Employee terminates employment, (iv) the conversion is automatic, the employee has no right to request a cash payment for the leave, and no such payment is made, (v) the unused paid time off is converted to service credit under a formula specified in the Adoption Agreement and which satisfies the definitely determinable standard of Treasury Regulation § 1.401-1(b)(1)(i), (vi) the Adopting Employer's Plan otherwise provides for service credit unrelated to the conversion of any Employee's unused paid time off, and (vii) the Participant's annual benefit, as adjusted by the leave conversion, does not exceed the limit under Code Section 415(b).

Section 3.02. "USERRA Military Service Credit."

(a) USERRA Military Service Credit. Notwithstanding any provision of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with Code Section 414(u). Code Section 414(u) provides that: (i) individuals reemployed under the Uniform Services Employment and Reemployment Rights Act of 1994 ("USERRA") must be treated as not having incurred a break in Service because of qualified military service, (ii) periods of qualified military service must be counted for vesting and benefit accrual purposes, except that periods of qualified military service must not be counted for benefit accrual purposes where the individual would have been required to make Employee Contributions under the Adopting Employer's Plan if the individual had remained continuously employed by the Adopting Employer during said period of qualified military service and the individual fails to make-up said Employee Contributions as provided herein,

(iii) make-up of Employee Contributions up to the maximum the individual would have been required to make if continuously employed must be allowed, in one lump sum payment or in installments, during the period beginning on reemployment and lasting for the lesser of three (3) times the period of qualified military service or five (5) years, (iv) any Employer Contributions contingent on make-up Employee Contributions must be made by the Employer, if and to the extent the individual contributes make-up Employee Contributions as provided herein, (v) earnings are not required to be credited unless and until the Employee contributes make-up contributions, (vi) make-up Contributions are based on compensation the individual would have received during the period of qualified military service (if not reasonably certain, compensation for the 12 month period (or, if shorter, the period of employment) immediately preceding qualified military service can be used), and (vii) make-up Contributions are subject to the limitations of Code Sections 402(g), 415, and 404(a) for the year to which the contribution relates, not the year in which the contribution is made.

(b) Ordered Military Leave under Georgia Law. To the extent not provided under subsection (a), the Plan will grant Credited Service for a period of "ordered" military service in accordance with and subject to the requirements of O.C.G.A. § 38-2-279(f) (a copy of which is included in the Appendix hereto) to a Participant who was an Eligible Employee when such ordered military service commenced, if and to the extent that the Participant (or in case of the Participant's death during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate) makes up any required Employee Contributions as provided herein. To obtain Credited Service for the period of ordered military service, the Participant must make-up the required Employee Contributions in one lump sum payment or in installments during a period that begins upon commencement of

such ordered military service and ends no later than five (5) years after the period of military service ends. If the Participant dies during the period of military service, the Participant's Pre-Retirement Beneficiary or the legal representative of the Participant's estate must make up the required Employee Contributions no later than one (1) year following proof of the Participant's death. The amount of Employee Contributions required to be made to receive Credited Service for a period of military service shall be determined in the same manner as provided under USERRA and HEART and subsection (a) above.

(c) Effective with respect to deaths occurring on or after January 1, 2007, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United States Code), to the extent required by Code Section 401(a)(37), survivors of the Participant are entitled to any additional benefits that the Plan would provide if the Participant had resumed employment and then died, such as accelerated vesting or survivor benefits that are contingent on the Participant's death while employed. In any event, a deceased Participant's period of qualified military service must be counted for vesting purposes.

(d) Beginning January 1, 2009, to the extent required by Code Sections 3401(h) and 414(u)(2), an individual receiving differential wage payments (while the individual is performing qualified military service (as defined in chapter 43 of title 38, United States Code)) from an Employer shall be treated as employed by that Employer, and the differential wage payment shall be treated as compensation for purposes of applying the limits on annual additions under Code Section 415(c). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

(e) Effective with respect to deaths occurring on or after January 1, 2009, while a Participant is performing qualified military service (as defined in chapter 43 of title 38, United

States Code), to the extent permitted by Code Section 414(u)(8), for benefit accrual and vesting purposes, the Participant will be treated as having returned to employment on the day before the death and as having terminated on the date of death. This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner.

Section 3.03. **"Credited Past Service"** shall mean the number of years and complete months of Service of a Participant with the Adopting Employer prior to the Participant's Enrollment Date which are treated as Credited Past Service under the Employer's Adoption Agreement for purposes of meeting the Plan's requirements for participation, vesting, retirement and death benefit eligibility, and/or or for purposes of computing the amount of benefits payable under the Plan, subject to any limitations established in the Basic Plan Document, Adoption Agreement or Addendum.

Section 3.04. **"Prior Governmental Service"** shall mean government service preceding the Eligible Employee's employment or reemployment date with the Adopting Employer, usually for an entity other than the Adopting Employer, which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement

Section 3.05. **"Prior Military Service"** shall mean Military Service not covered by Section 3.02 which the Employer elects to treat as Credited Service for certain purposes, as provided and subject to any limitations contained in the Adoption Agreement.

Section 3.06. **"Service"** shall mean regular service rendered as an Eligible Employee of the Adopting Employer. Service may include absence from active employment with the Adopting Employer under conditions which are not treated by the Employer as a Termination of Employment, subject to Article IV concerning leaves of absence and any other conditions or

limitations specified in the Basic Plan Document, Adoption Agreement or Addendum. For those Employers who elect in the Adoption Agreement to include elected or appointed members of the Governing Authority or Municipal Legal Officers as Eligible Employees, Service also means any tenure of office held by an elected or appointed member of the Governing Authority or a Municipal Legal Officer, provided that such tenure of office does not include any calendar period during which any elected or appointed member of the Governing Authority or Municipal Legal Officer is also in the regular service of the Employer as an Eligible Employee in another capacity. No Participant may receive credit for more than one (1) year of Service in any twelve (12) month period.

Section 3.07. "Total Credited Service" shall mean the sum of the Participant's Current Credited Service, Credited Past Service, Prior Military Service, and Prior Governmental Service, as specified in this Article and covered per the Employer's Adoption Agreement, subject to any limitations imposed under the Basic Plan Document or the Employer's Adoption Agreement or Addendum. The term Total Credited Service includes any Service required to be included in Total Credited Service by USERRA, or any other applicable federal or state law. Full months of Total Credited Service shall be treated as fractions of one (1) year. Partial months shall not be included in the calculation. The Employer may specify in the Adoption Agreement a maximum number of years that may be included as Total Credited Service. If an Employer elects in its Adoption Agreement to require Employee Contributions, Total Credited Service shall not include any period of time for which the Employee is required but fails to make such Employee Contributions to the Plan. If a Participant has received a cash single sum payment of the present value of the Participant's Plan benefit pursuant to Section 7.05 of the Basic Plan Document upon or following termination with an Adopting Employer and

subsequently returns to Service with such Adopting Employer, the Participant's prior Credited Service with the Adopting Employer for which the cash single sum payment was paid shall be counted for purposes of meeting the Plan's requirements for participation, vesting, and retirement and death benefit eligibility but shall not be counted as Credited Service for purposes of benefit computation.

An Employee excluded from participation because of age shall receive credit for all Service as required by law.

ARTICLE IV.

ELIGIBILITY, QUALIFICATION AND PARTICIPATION

Section 4.01. Classes of Eligible Employees. The Employer shall designate in the Adoption Agreement the class(es) of Employees which are eligible to participate in the Plan. Provided, however, that if a person does not meet the definition of "Employee" contained in Article II, such person may not be included in any Eligible Employee class.

Section 4.02. Qualifications for Participation.

(a) **Minimum Service Requirement.** With respect to each class of Eligible Regular Employees, the Employer may specify in the Adoption Agreement a minimum number of work hours per week and/or a minimum number of work months per year which are required to be scheduled in order to establish and maintain the Employee's status as an Eligible Regular Employee. It shall be the responsibility of the Adopting Employer to determine whether these requirements are and continue to be satisfied. In determining whether said requirements are satisfied, the following rules shall apply:

(1) If an Employee is otherwise includable in an Eligible Regular Employee class but does not meet the minimum service requirements established by the Employer for said class pursuant to subsection (a) above, the Employee shall not be considered an

Eligible Employee, unless and until such requirements are satisfied. If an Eligible Regular Employee who has not yet become a Participant no longer meets said minimum service requirement but remains an Employee of the Employer, such Employee shall no longer be considered an Eligible Regular Employee, unless and until the Employee again satisfies the minimum requirement.

(2) No period of employment during which an Employee fails to satisfy the Employer's minimum service requirement and no leave of absence granted to such Employee shall be counted in determining whether any waiting period for participation established by the Employer pursuant to subsection (b) below has been satisfied. However, provided the Employee remains continuously employed by the Employer, such periods shall not be considered a break in Service under subsection (c)(1) below for purposes of satisfying said waiting period.

(b) Waiting Period. Effective January 1, 2015 with respect to Eligible Regular Employees in service with the Adopting Employer on or after said date, Eligible Regular Employees shall not have a waiting period before participating in the Plan. Likewise, effective January 1, 2015, elected or appointed members of the Governing Authority and Municipal Legal Officers, if eligible to participate in the Plan, shall not have a waiting period before participating in the Plan. Notwithstanding subsection 20.01(f) of the Basic Plan Document, in the event that an Adopting Employer has specified in an Addendum to the Adoption Agreement in effect immediately prior to January 1, 2015 that any class or classes of Eligible Employees shall be subject to a waiting period before participating in the Plan, such provision shall no longer be effective on or after January 1, 2015.

(c) Prior to January 1, 2015, unless otherwise specified by the Adopting Employer in an Addendum to the Adoption Agreement, Eligible Regular Employees were required to complete one (1) year of continuous, uninterrupted service with the Adopting Employer in order to commence participation in the Plan. In determining whether an applicable waiting period was satisfied, the following rules shall apply:

(1) Breaks in Service. If an Eligible Regular Employee has a break in service prior to satisfying the waiting period for participation and later becomes reemployed by the Adopting Employer, such Employee shall be required to again satisfy the waiting period in order to be eligible to participate in the Plan. Service rendered prior to said break in service shall not be taken into account in determining whether the waiting period has been satisfied.

(2) Employed on Effective Date; Waiting Period Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan and has completed a period of continuous, uninterrupted service as an Eligible Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be considered to have satisfied the waiting period and shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the Effective Date of the Plan.

(3) Employed on Effective Date; Waiting Period Not Satisfied. If an Eligible Regular Employee is employed by the Adopting Employer on the Effective Date of the Plan but has not completed a period of continuous, uninterrupted service as an Eligible Regular Employee immediately prior to the Effective Date equal to or exceeding the length of the required waiting period, then the Employee shall be eligible to commence

participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(4) Employed After the Effective Date. If an Eligible Regular Employee is initially employed by the Adopting Employer after the Effective Date of the Plan, said Employee shall be eligible to commence participation in the Plan on the first day of the month immediately following or coinciding with the date that the Employee completes the minimum period of continuous, uninterrupted service as an Eligible Regular Employee necessary to satisfy the required waiting period.

(5) Treatment of Leaves of Absence. For purposes of determining whether the waiting period for participation has been satisfied, service shall include any period of absence from employment which is required to be taken into account for such purpose under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to an Eligible Regular Employee by the Adopting Employer shall be counted as Credited Service for purposes of determining whether the waiting period for participation has been satisfied. However, unless otherwise required by law or unless the terms of the leave otherwise specify, if an Eligible Regular Employee on an authorized leave of absence fails to return to active employment or office upon expiration of the leave of absence, the Eligible Regular Employee shall be considered to have incurred a break in service for purposes of meeting the waiting period for participation as of the date preceding the approved leave period.

(6) Treatment of Service as an Ineligible Employee. If an Employee of the Adopting Employer who is not an Eligible Employee becomes an Eligible Regular Employee while remaining continuously employed by the Adopting Employer, said Eligible Employee shall become eligible to commence participation on the first day of the month immediately following or coinciding with the date the Employee meets the eligibility requirements for participation under this Article. For purposes of satisfying any waiting period imposed by the Adopting Employer, and unless otherwise specified in the Adoption Agreement, the Eligible Regular Employee's prior period of employment as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee provided that during said prior period of service as an Ineligible Employee, the Employee satisfied any minimum service requirement established by the Employer pursuant to Section 4.02(a). Unless otherwise specified in the Adoption Agreement, if an Eligible Regular Employee becomes an Ineligible Employee prior to satisfying the waiting period for participation in the Plan, said Employee's service as an Ineligible Employee shall be credited in the same manner as service as an Eligible Regular Employee for purposes of satisfying said waiting period, provided that the Ineligible Employee satisfies the applicable minimum service requirements established for Eligible Employees pursuant to Section 4.02(a). However, in no event will an Ineligible Employee be permitted to become a Participant in the Plan unless and until said Employee has satisfied the waiting period and has again become an Eligible Employee. For purposes of satisfying the waiting period, leaves of absence granted to an Ineligible Employee shall be treated in the same manner as leaves of absence for Eligible Regular Employees under paragraph (5) above.

(7) Prior Participation in Another GMEBS Plan. An Eligible Regular Employee who is hired after the Effective Date of the Plan shall be eligible to become a Participant on the first day of the month immediately following or coinciding with the date on which the Employee is employed by the Adopting Employer, regardless of any waiting period requirement established by the Employer, provided that: (i) said Employee's immediate prior employment was with another Adopting Employer in the GMEBS; (ii) said Employee was a Participant in the previous Adopting Employer's GMEBS retirement plan; and (iii) said Employee satisfies any minimum service requirement established by the Adopting Employer pursuant to Section 4.02(a) for the Employee's class.

Section 4.03. Establishing Participation in the Plan.

(a) Mandatory vs. Optional Participation. Participation in the Plan shall be considered mandatory for all classes of Eligible Employees unless, with respect to a particular class, the Employer specifies in the Adoption Agreement that participation is optional for members of said class.

(b) Mandatory Participation. If participation is mandatory for a class of Eligible Employees, then, except as otherwise provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan as of the date they are employed, provided that they satisfy the Adopting Employer's eligibility requirements for participation. With respect to Eligible Employees initially employed or reemployed prior to January 1, 2015, if participation is mandatory for a class of Eligible Employees, then except as provided in subsection (e) below, all Eligible Employees in the class shall become Participants in the Plan on the first day of the month immediately following or coinciding with the date they satisfy the applicable waiting

period and any other eligibility requirements for participation; provided, however, that any Eligible Employee who was employed prior to January 1, 2015, was subject to a waiting period before participating in the Plan, and had not satisfied such waiting period prior to January 1, 2015 shall commence participation in the Plan effective January 1, 2015. Eligible Employees shall provide to the Pension Committee on an Applicable Form such participation enrollment information as shall be required by the Pension Committee, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. Notwithstanding an Eligible Employee's failure to complete the Applicable Form, the Eligible Employee shall become a Participant as specified in the Adoption Agreement.

(c) Optional Participation. The Employer may specify in the Adoption Agreement that participation is optional for certain classes of Eligible Employees, including but not limited to Employees in the following categories: elected or appointed members of the Governing Authority, Municipal Legal Officers, City Manager, and Department Heads. If participation is optional for an Eligible Employee, then the Eligible Employee may elect to become a Participant at the Eligible Employee's option by filing with the Pension Committee, on an Applicable Form, such information as shall be required to enroll in the Plan, which shall include the Eligible Employee's acceptance of the terms and conditions of the Plan. The election to participate must be made within 120 days after the later of: the date the Eligible Employee commences employment with the Adopting Employer, the date the Eligible Employee is elected or appointed to office, or the date participation in the Plan is first permitted for members of a class to which the Eligible Employee belongs. The election to participate shall be irrevocable, and the failure to make an election within the 120-day time limit specified above shall be deemed an irrevocable election not to participate in the Plan. If Employee contributions are required under the

Adopting Employer's Plan, then Eligible Employees who apply for participation within the 120 day period may be required to make retroactive contributions in order to receive credit under the Plan for creditable Service prior the date they apply to participate in the Plan.

(d) Participation in the Plan shall not give any Eligible Employee the right to be retained in the employ of the Adopting Employer nor, upon dismissal, to have any right or interest in the Trust Fund other than as herein provided.

(e) Notwithstanding anything in this Section 4.03 to the contrary, if within 120 days following the date on which an Employee is first employed or first takes office with an Adopting Employer, the Employee enters into a written agreement or employment contract with the Adopting Employer pursuant to which the Employee agrees that the Employee will not participate in the Plan, the Employee shall be ineligible to participate in the Plan regardless of whether the Employee otherwise satisfies the eligibility requirements for participation in the Plan. The Employer shall notify the Administrator if and when an Employee has entered into such an agreement with the Employer and provide such information to the Administrator as necessary to confirm the existence of said agreement. A subsequent change in the terms of said agreement will not make the Employee eligible to participate in the Plan unless the Adopting Employer amends its Adoption Agreement to specifically require participation by said Employee.

Section 4.04. Change in Employment Status.

(a) Transfer to Ineligible Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee, said Employee shall cease to accrue benefits under the Plan for any purpose and the Employee's interest under the Plan, if any, shall be only such as existed immediately before the Employee became an Ineligible Employee, unless and until the

Employee again becomes a Participant. In no event will the Employee's service or earnings as an Ineligible Employee be taken into account for purposes of meeting the Plan's minimum service requirements for vesting, retirement eligibility, death benefit eligibility, or for purposes of computing the amount of any benefit payable under the Plan. However, said period of service as an Ineligible Employee shall not be considered a break in Service under Section 4.06, provided the Ineligible Employee remains continuously employed by the Adopting Employer. If the Ineligible Employee does not again become a Participant prior to Retirement or Termination of Employment, the Employee's Vested Benefit, if any, shall be paid as provided in Article IX.

(b) Transfer Back to Eligible Status. If an Ineligible Employee described in subsection (a) above remains continuously employed by the Adopting Employer and has another change in employment status such that the Employee again becomes a Participant, the Employee shall thereafter be entitled to accrue benefits in accordance with the terms of the Plan as in effect as of the date of the subsequent change in employment status. In no event, however, shall such a Participant receive a greater benefit under the Plan than that which the Participant would have received had the Participant not had a change in employment status.

Section 4.05. Participant Leaves of Absence.

(a) USERRA, FMLA Leave – Notwithstanding any provision of this Plan to the contrary, if any period of absence is required to be counted under USERRA, the FMLA or any other applicable federal or state law as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, or for purposes of meeting the Plan's minimum service requirements for vesting, retirement or death benefit eligibility, then said period of absence shall be counted as such in accordance with and subject to the requirements of such law.

(b) Other Leaves of Absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, an authorized leave of absence granted to a Participant by the Adopting Employer will be counted as Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and benefit eligibility. However, if the Participant does not return to active employment upon expiration of the authorized leave period, then subsection (c) shall apply.

(c) Failure to Return to Service. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment with the Employer upon expiration of a leave of absence, the Participant's interest under the Plan, if any, including the Participant's Current Credited Service for the purpose of computing the amount of any benefit payable under the Plan, and for purposes of meeting the Plan's minimum service requirements for vesting and any minimum service requirements for retirement or death benefit eligibility, will be limited to that accrued as of the date preceding the approved leave period.

(d) Unused Leave. The Adopting Employer may elect in the Adoption Agreement to credit certain unused leave at termination or retirement for which the Participant is not paid as Credited Service, subject to the terms and limits specified in the Basic Plan Document, Adoption Agreement or Addendum.

Section 4.06. Non-Vested Participant Breaks in Service.

Except as otherwise provided in the Adoption Agreement, this Section shall apply only to Participants who are Eligible Regular Employees. If a non-vested Participant experiences a break in service, the Participant's Current Credited Service shall not include any Service rendered

prior to the break in service, unless the Participant returns to employment with the Adopting Employer and performs the lesser of: service equal to the break in service, or service equal to one (1) year. The following limitations shall apply in administering the break in service rule:

(a) Absence of Less Than One (1) Year. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer within one (1) year after said termination, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(b) Interim Employment with Another GMEBS Employer. If a Participant terminates employment with the Adopting Employer and returns to employment with the Adopting Employer after having spent the interim period in the continuous employment of another Employer in the GMEBS, the Participant shall not be deemed to have incurred a break in Service. The time the Participant was absent may be taken into account for purposes of determining whether the Participant has met the minimum service requirements for vesting and retirement eligibility under the Adopting Employer's Plan, as provided by and subject to the provisions of Section 9.05 concerning portability. However, in no event shall the time the Participant was absent from the Adopting Employer be taken into account for the purpose of computing the amount of any benefit payable under the Adopting Employer's Plan.

(c) Treatment of Leaves of Absence. No leave of absence or other period of absence from employment shall be considered a break in Service if it is not permitted to be treated as such under USERRA, the FMLA, or any other applicable federal or state law. Unless otherwise required by law or unless the terms of the leave otherwise specify, any other authorized leave of absence granted to a Participant shall not be deemed a break in Service, provided the Participant

was regularly employed by the Employer immediately prior to the Participant's leave of absence and the Participant is reemployed by the Employer upon expiration of the leave of absence. Unless otherwise required by law or unless the terms of the leave otherwise specify, if a Participant does not return to active employment upon expiration of the approved leave period, the Participant will be considered to have incurred a break in Service under this Section as of the date immediately preceding the approved leave period.

(d) Transfer to Ineligible Employee Status. Unless otherwise specified by the Employer in the Adoption Agreement, if a Participant's employment status changes such that the Participant becomes an Ineligible Employee pursuant to Section 4.04, the period of time spent as an Ineligible Employee shall not be considered a break in Service under this Section, provided the Participant remains employed by the Adopting Employer. Unless otherwise specified by the Adopting Employer, leaves of absence granted to an Ineligible Employee will not be considered a break in Service under this Section, provided the Ineligible Employee returns to active employment with the Employer upon expiration of the approved leave period and the requirements of subsection (c) are otherwise satisfied with respect to such leave of absence.

(e) Graduated Vesting. If the Adopting Employer has established a graduated vesting schedule in the Adoption Agreement, and a Participant who is partially vested Terminates Employment with the Adopting Employer and subsequently returns to employment with the Adopting Employer, the Participant shall not be deemed to have incurred a break in service. Except as otherwise required under this Section, however, the time the Participant was absent shall not be taken into account for any purpose under the Plan.

(f) Repeated Breaks in Service. If a non-vested Participant has a break in Service, returns to employment with the Adopting Employer, and experiences one or more additional

breaks in Service prior to satisfying the one (1) year Service requirement necessary to work off the initial break, then the Participant's Current Credited Service shall not include any Service rendered prior to the most recent break in Service, unless upon the Participant's return to employment with the Employer following the most recent break in Service the Participant performs Service for a period of at least one (1) year.

ARTICLE V.

RETIREMENT ELIGIBILITY

(a) The Retirement prerequisites of a Participant under this Plan are contingent upon the type of Retirement offered by the Employer in the Adoption Agreement and selected by the Participant: that is, Normal Retirement, Alternative Normal Retirement, Early Retirement, Late Retirement, or Disability Retirement, as applicable. The provision of an Alternative Normal Retirement benefit or the designation of an Alternative Normal Retirement Date in the Adoption Agreement shall not be construed to establish an Alternative Normal Retirement Age or Alternative Normal Retirement Date for purposes of the definition of Accrued Benefit under Section 2.01, for purposes of computing death benefits under Article VIII, or for purposes of applying the actuarial equivalent conversion provisions of Article XII. The minimum age and service requirements and other prerequisites associated with each type of Retirement for each class of Eligible Employees shall be as specified in the pertinent sections of the Adoption Agreement. Except as otherwise provided in the Basic Plan Document, Adoption Agreement or Addendum with respect to In-Service Distributions for those who remain in service after they qualify for Normal Retirement or Alternative Normal Retirement, receipt of Retirement benefits shall also be contingent upon Termination of Employment.

(b) Provided a Participant is otherwise eligible to receive a Retirement benefit under the Plan, Retirement is contingent upon the satisfactory completion of the Applicable Form provided for such purpose and the acceptance of the Applicable Form by the Pension Committee.

(c) Retirement applications shall be prepared and submitted at such time as to reach the office of GMEBS no earlier than ninety (90) days and no later than thirty (30) days prior to a Participant's effective Retirement Date. A Participant's effective Retirement date shall be the first day of the month coinciding with or following the date the Participant has satisfied all of the prerequisites for Retirement as specified in this Article V, and actually Retires.

ARTICLE VI.

RETIREMENT BENEFITS

Section 6.01. Normal Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), shall receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the Participant's lifetime. Normal Retirement benefits (not including Alternative Normal Retirement benefits or the In-Service Distribution of Normal or Alternative Normal Retirement benefits) shall be paid retroactively to the first day of the month following the month in which the Participant's Termination occurs (or, if the Participant's Termination occurs on the first of the month, the first day of the month in which the Participant's Termination occurs) or if later, the first day of the month in which the Participant's Normal Retirement Date occurs. The amount of the Monthly Retirement Benefit shall be determined based upon the applicable benefit formula specified in the Adoption Agreement and in effect at the Participant's Termination. If the Participant elects a form of benefit payment other than the standard form, the

amount of the Monthly Retirement Benefit will be adjusted in accordance with and subject to the terms of the option elected (see Section 7.01).

(b) No interest shall be paid on the retroactive payment of Normal Retirement benefits.

Section 6.02. Early Retirement Benefit.

(a) A Participant, upon Retirement on or after the Participant's Early Retirement Date and before the Participant's Normal Retirement Date or Alternative Normal Retirement Date, may receive a Monthly Retirement Benefit under which payments shall commence on the first day of the month in which the Participant's effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant. The amount of such Monthly Retirement Benefit shall be computed in the same manner as for a Normal Retirement benefit, but reduced on an Actuarially Equivalent basis in accordance with the actuarial table contained in Section 12.01. An Adopting Employer may adopt in the Adoption Agreement an alternative early retirement actuarial reduction table for one or more classes of Eligible Employees, provided the adoption of such table satisfies the requirements of Code Section 401(a)(25).

(b) Provided the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who is otherwise eligible for an Early Retirement benefit may apply for and receive an Early Retirement benefit (i) while a Disability Retirement benefit determination is pending, or (ii) while waiting for an approved Disability Retirement benefit to commence. Upon a determination that the Participant is entitled to receive a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit (if greater), retroactive to the Disability Retirement Date, provided that the requirements of Section

6.04(b) relating to making application for retroactive payments of Disability Retirement benefits are met. If said requirements are not met but the Participant otherwise qualifies for a Disability Retirement benefit, the Participant's benefit will be changed to a Disability Retirement benefit as of the first day of the month coinciding with or following the date that the Participant submits documentation sufficient to confirm the Participant's eligibility for a Disability Retirement benefit, as described in Section 6.04(c). However, no change in the form of benefit payment or designation of the Post-Retirement Beneficiary may be made, and no Post-Retirement Beneficiary may be named if one had not been previously named.

(c) Early Retirement benefits shall be paid retroactively to a date (first day of the month) designated on the Participant's retirement application, provided that such date may be no earlier than the later of: 1) four (4) full calendar months prior to the date of the Pension Committee Secretary's execution of the Participant's retirement application; or 2) the Participant's Early Retirement Date. No interest shall be paid on the retroactive payment of Early Retirement benefits.

Section 6.03. Late Retirement Benefit.

(a) A Participant may Retire from the active Service of the Adopting Employer on the first day of any month after the Participant's Normal Retirement Date, in which case the Participant shall receive a Late Retirement benefit. For purposes of this provision and except as otherwise provided in an Employer's Adoption Agreement or Addendum, a Participant will be treated as having Retired from the active service of the Adopting Employer if the Participant submits a GMEBS retirement application no later than thirty-one (31) days after the Participant's Termination of Employment and said application is approved by GMEBS. The Late Retirement benefit shall be calculated in the same manner as the Normal Retirement benefit. However, the

Employer may elect in the Adoption Agreement or Addendum thereto to provide for an increased Late Retirement benefit, in which case the Late Retirement Benefit shall be calculated in the same manner as the Normal Retirement Benefit, but increased as provided in the Adoption Agreement or Addendum, as applicable.

Section 6.04. Disability Benefit.

(a) Where the Employer has elected in the Adoption Agreement to provide Disability benefits, a Participant who becomes Disabled and Terminates Employment due to Disability and is otherwise entitled to receive a Disability Retirement benefit, shall receive such benefit in accordance with and subject to the requirements of this Section.

(b) Requirements for Payment as of Disability Retirement Date - Disability Retirement benefit payments shall be payable during a Participant's Disability as of the first day of the month coinciding with or next following, and may be paid retroactively to, the Participant's Disability Retirement Date, provided the following requirements are satisfied:

(1) Application for Disability Award Must Be Filed Within 1 Year After Termination — No later than one (1) year after the Participant's Termination of Employment due to Disability, the Participant must file an application for a federal Social Security Administration (SSA) disability award or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee; and

(2) GMEBS Retirement Application Form and Disability Award Must Be Submitted Within 1 Year of Termination, or if Later, Within 6 Months After Date of Disability Award; Proof of Application for Disability Award Before Expiration of 1 Year Following Termination Due to Disability — The Participant must submit the following to the Pension Committee Secretary within one (1) year after the Participant's Termination

of Employment due to Disability or within six (6) months after the date of such award or determination, whichever is later:

- (i) the Participant's GMEBS Retirement Application Form;
- (ii) the SSA Disability Award (or, if applicable under Section 2.23, the Pension Committee determination of Disability) reflecting a disability onset date on or before the Participant's Termination date; and

- (iii) documentation the Administrator deems sufficient to establish that the Participant filed an application for a federal SSA disability award (or, if applicable under Section 2.23, an application for determination of Disability by the Pension Committee) before the expiration of one (1) year following Termination of employment due to Disability. Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(3) Special Rule in Case of Disability Award on Subsequent SSA Disability Application - In the event that a Participant's application for a SSA disability award is denied, the Participant must make any subsequent application for a SSA disability award within six (6) months following such denial becoming final, must allege in the subsequent SSA application a disability onset date that is on or before the Participant's Termination date, and where the Participant is subsequently granted a SSA disability award, the Participant must submit the following to the Pension Committee Secretary

within six (6) months after the date of such favorable award, or if later, one (1) year after the Participant's Termination of Employment:

(i) a GMEBS retirement application form;

(ii) the Participant's SSA disability award reflecting a disability onset date on or before the Participant's Termination date or reflecting a disability onset date that immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) but the Participant's actual Disability onset date was on or before the Participant's Termination date as provided under Section 2.23; and

(iii) documentation the Administrator deems sufficient to establish that within six (6) months after the SSA's denial of the Participant's initial application for a disability award, the Participant filed a subsequent application for a SSA disability award in accordance with this subsection 6.04(b)(3). Such documentation may include a copy of such application, a copy of the Disability award or determination received in response to such application, or an affidavit completed by the Participant (on the GMEBS retirement application or another Applicable Form provided for such purpose) in which the Participant affirms that such application has been filed.

(c) Prospective Payment Following Retirement Application — If the Participant who has Terminated Employment due to Disability is otherwise eligible to receive a Disability Retirement benefit and except as otherwise permitted under subsection 6.04(b) above with respect to payment of Disability Retirement benefits retroactive to the Participant's Disability Retirement Date, Disability Retirement benefits shall be payable as of the first day of the month

following or coinciding with the date of acceptance of the Participant's completed GMEBS retirement application form by the Pension Committee, provided such application includes: (1) a Social Security Administration (SSA) disability award reflecting a disability onset date on or before the Participant's Termination date; or (2) if applicable under Section 2.23, a Pension Committee determination of Disability reflecting a Disability onset date on or before the Participant's Termination date; or (3) where the Participant has received a SSA disability award in response to a subsequent SSA disability application as provided under Section 2.23, documentation which the Administrator deems sufficient to establish that the disability onset date reflected in the SSA disability award immediately follows the date of denial of the Participant's prior SSA disability application (due to application of Social Security Administration res judicata rules) and that the Participant's actual Disability onset date was on or before the Participant's Termination date. In no event shall Disability Retirement benefits be payable before the Participant's Disability Retirement Date.

(d) Amount of Disability Retirement Benefit - The amount of the monthly Disability Retirement benefit shall be determined as provided in the Adoption Agreement. The Adopting Employer may elect in the Adoption Agreement to specify another method for calculation of the benefit, and require an offset against the monthly Disability Retirement benefit for other types of payments received by the Participant. The Participant shall receive the monthly Disability Retirement benefit provided in this Section, or any other Monthly Retirement Benefit granted under the Plan for which the Participant is eligible if such benefit is greater than the aforesaid monthly Disability Retirement benefit. However, under no circumstances shall any Retired Participant be entitled at one time to more than one type of Retirement benefit granted under the Plan.

(e) No interest shall be paid on the retroactive payment of Disability benefits.

(f) Where an Employer has executed or executes a General Addendum to the Employer's Adoption Agreement which contains provisions on payment of Disability Retirement benefits that conflict with the procedures or time limitations established in this Section 6.04, said provisions of the General Addendum shall govern to the extent they conflict with this Section 6.04.

Section 6.05. Cost of Living Adjustment.

(a) An Employer may elect in the Adoption Agreement to provide for a variable annual cost-of-living adjustment in the amount of Monthly Retirement Benefits payable under the Plan to Participants or their Beneficiaries. In such event, the amount of benefits payable under the Plan shall be adjusted as provided in this Section, except as otherwise provided in the Employer's Adoption Agreement.

(b) The Current Average Cost-of-Living Index Figure as defined in Section 2.21 shall be ascertained as of the Adopting Employer's Adjustment Date in each year.

(c) Each Monthly Retirement Benefit then being received by Participants who terminate after the date specified in the Adoption Agreement and their Beneficiaries shall thereupon be adjusted as follows:

(1) Each Monthly Retirement Benefit shall be increased by the percentage that the Current Average Cost-of-Living Index Figure increased over each recipient's Cost-of-Living Base Figure, as defined in Section 2.17. If the Current Average Cost-of-Living Index Figure is less than the Cost-of-Living Base Figure, no reduction in the Monthly Retirement Benefit, shall be effected. Increased benefits are payable on the Adjustment Date.

(2) Notwithstanding the foregoing provisions, no increase in the amount of a Monthly Retirement Benefit due to changes in the Current Average Cost-of-Living Index Figure effective at any annual Adjustment Date shall be in excess of a certain percentage of the amount of the Monthly Retirement Benefit payable immediately prior to each Participant's or Beneficiary's applicable adjustment date. Said percentage limit shall be designated by the Employer in the Adoption Agreement.

(d) An Adopting Employer may implement one-time or ad-hoc cost-of-living adjustments by adopting an Addendum to the Adoption Agreement to effect said increase.

(e) In lieu of the variable cost-of-living adjustment referred to in subsections (a)-(c) above, the Employer may elect in the Adoption Agreement to provide for a fixed annual cost-of-living adjustment, subject to any limitations imposed by the Internal Revenue Code or regulations issued thereunder.

Section 6.06. In-Service Distribution; Suspension of Benefits Following Return to Service.

(a) **General Rules.**

(1) Unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, a Participant shall be required to Terminate Employment with an Adopting Employer prior to commencing Early, Normal or Alternative Normal Retirement benefits under such Employer's GMEBS Plan. Likewise, unless otherwise provided in this Section and in the Adoption Agreement or any Addendum thereto, if a Retired Participant returns to service as an Eligible Employee with an Adopting Employer from whose Trust Fund the Retired Participant is receiving a Monthly

Retirement Benefit, said Monthly Retirement Benefit shall be suspended as of the date of said return to service.

(2) Re-Computation of Benefit in Case of Suspension. In any case where the payment of a Participant's Retirement benefit shall have been suspended, the Retirement benefit payable on the Participant's re-retirement (whether before or after the Participant's Normal Retirement Date) shall be the benefit computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of the Participant's subsequent re-retirement, but reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the Participant's previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's Re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's return to service with the Adopting Employer. A Retired Participant who is reemployed as an Eligible Employee shall not be authorized to change the form of benefit payment on the Participant's subsequent re-retirement, or to change the Post-Retirement Beneficiary, or to name a Post-Retirement Beneficiary if one had not been previously named. For the purposes of this Section, any such Participant's Credited Service subsequent to reemployment by the Employer as an Eligible Employee shall commence as of the date of the Participant's reemployment as an Eligible Employee.

(3) Minimum Age Parameters for In-Service Distribution. In order to commence or continue receiving Normal or Alternative Normal Retirement benefits without a Bona Fide Separation from Service, if permitted under the Employer's Plan, a Participant shall be required to satisfy the following minimum age and other requirements:

(A) For a Participant who is not a "public safety employee" at the time the Participant applies for Normal or Alternative Normal Retirement benefits (and a Participant who is a public safety employee at the time the Participant applies for Normal or Alternative Normal Retirement benefits unless subparagraph 6.06(a)(3)(B) below applies), the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution.

(B) For a Participant who is a "public safety employee" in the service of the Employer at the time the Participant applies for Normal or Alternative Normal Retirement benefits, the Participant must be at least age sixty-two (62) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement) to receive an In-Service Distribution; provided, however, that if the Adopting Employer's Plan provides for a Normal Retirement Age or Alternative Normal Retirement Age which applies only to public safety employees and which is at least age fifty (50) (or such lower age specified under applicable federal law as a safe-harbor age for distributions during working retirement), the Participant may receive an In-Service Distribution as long as the Participant is at least such age. For purposes of this subparagraph (B),

"public safety employees" are employees of the Adopting Employer who provide police protection, firefighting services, or emergency medical services for any area within the jurisdiction of the Adopting Employer.

(C) Notwithstanding any provision to the contrary, effective for Employees hired during Plan Years beginning on or after the later of: January 1, 2017; or the close of the first regular legislative session of the legislative body with the authority to amend the plan that begins on or after the date that is 3 months after the final regulations are published in the Federal Register, the Plan will comply with the final Normal Retirement age regulations applicable to governmental plans established in Treas. Reg. 1.401(a) – 1, as amended.

(b) Exception to General Rule; In-Service Distribution for Eligible Employees; Continuation of Retirement Benefits Following Return to Service as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Absent Termination or Bona Fide Separation from Service Upon Qualifying for Normal Retirement. Notwithstanding the general rules described in subsection 6.06(a)(1), an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit In-Service Distribution to Participants (or certain classes of Participants) who have satisfied the eligibility requirements for Normal Retirement or Alternative Normal Retirement, as applicable, under the Adopting Employer's Plan while remaining Eligible Employees under the Plan, in accordance with and subject to the requirements of this paragraph. An Employer may elect in the Adoption Agreement or any Addendum thereto to permit Participants or certain classes of Participants who have (i) satisfied the qualifications for Normal Retirement or

Alternative Normal Retirement, as applicable, (ii) satisfied the minimum age parameters set forth in subparagraph 6.06(a)(3), and (iii) applied for such Retirement benefits on the Applicable Form to apply for and begin receiving their Retirement benefit as an In-Service Distribution while in service as an Eligible Employee even though they have not yet Terminated Employment with the Employer or to continue receiving Normal or Alternative Normal Retirement benefits following a return to Service as an Eligible Employee without first incurring a Bona Fide Separation from Service.

(2) Exception to General Rule; Continuing to Draw Early, Normal or Alternative Normal Retirement Benefits After Returning to Service as Eligible Employee Following a Bona Fide Separation from Service. Notwithstanding the requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any addendum thereto to permit Retired Participants or certain classes of Retired Participants who return to service as Eligible Employees following a Bona Fide Separation from Service to continue receiving Early, Normal or Alternative Normal Retirement benefits following such return to service, regardless of the Participant's age, in accordance with and subject to the following requirements:

(A) Reemployment as Eligible Employee after Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants to continue receiving Retirement benefits if they return to service with the Adopting Employer as an Eligible Employee on or after their Normal Retirement Date or

Alternative Normal Retirement Date, as applicable, and after a Bona Fide Separation from Service. If the Employer has made such an election in the Adoption Agreement or Addendum, then Retired Participants who are designated in the Adoption Agreement or Addendum as eligible to continue receiving Retirement benefits following their return to service as an Eligible Employee may continue to receive their Monthly Retirement Benefit if they return to service with the Adopting Employer as an Eligible Employee after a Bona Fide Separation from Service and on or after their Normal Retirement Date or Alternative Normal Retirement Date, as applicable.

(B) Reemployment as Eligible Employee Before Normal Retirement Date.

(i) Suspension of Early Retirement Benefits until Normal Retirement Date; Resumption of Benefits upon Attainment of Normal Retirement Date. An Adopting Employer may elect (notwithstanding required suspension under Section 6.06(a)(1)) in the Adoption Agreement or any Addendum thereto to provide that, with respect to Retired Participants or certain classes of Retired Participants, if such a Retired Participant returns to Service as an Eligible Employee before the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), and after a Bona Fide Separation from Service, and remains employed until the Normal Retirement Date (or Alternative Normal Retirement Date, as applicable), the Participant may apply for and receive a Monthly Retirement Benefit on or after the Normal Retirement

Date (or Alternative Normal Retirement Date, as applicable), notwithstanding continued service with the Employer, provided that the Participant satisfies the minimum age parameters for an In-Service Distribution pursuant to Section 6.06(a)(3). Said Monthly Retirement Benefit shall be computed in accordance with this Article, based upon the Participant's Total Credited Service and Final Average Earnings, if applicable, through the date the Participant recommences receipt of a Monthly Retirement Benefit pursuant to this subsection. However, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, said Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said suspension, and by any actuarial factors used in calculating the benefit payable at the time of the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefit payments received, determined as of the date the Participant recommences receipt of a Monthly Retirement Benefit, and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting Monthly Retirement Benefit be less than the Participant's benefit payable immediately prior to said suspension.

(ii) Exception to General Rule; Continuation of Early Retirement Benefits Upon Return to Service as Eligible Employee Following Bona Fide Separation from Service. Notwithstanding the

requirement for suspension of benefits upon reemployment under subsection 6.06(a)(1) above, an Adopting Employer may elect in the Adoption Agreement or any Addendum thereto to permit Retired Participants or certain classes of Retired Participants who are receiving an Early Retirement benefit to continue receiving said benefit if they return to Service with the Employer after a Bona Fide Separation from Service as an Eligible Employee at any time on or after their Early Retirement Date but before their Normal Retirement Date (or Alternative Normal Retirement Date, as applicable). If the Employer has made such an election, and if a Retired Participant belongs to a class for which such continuation of benefit payments is permitted, then upon the Retired Participant's return to service with the Employer as an Eligible Employee after the Early Retirement Date and after a Bona Fide Separation from Service (or at least a six-month separation from Service, as applicable), the Retired Participant may continue to receive a Monthly Retirement Benefit during the period of reemployment.

(3) A Participant who receives an In-Service Distribution of Retirement benefits while serving as an Eligible Employee or who receives Retirement Benefits following a return to service as an Eligible Employee shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent termination of employment, or to name a Post-Retirement Beneficiary if one had not been previously named.

(4) With respect to Participants described in Section 6.06(b)(1) and (2) above, except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon said Participants' subsequent termination of employment or vacation of office, as applicable, their Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of their aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such termination of employment or vacation of office, but it shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(c) Exception to General Rule; In-Service Distribution for Individuals Who Are Not Eligible Employees; Continuation of Retirement Benefits Following Return to Service in a Capacity Other Than as an Eligible Employee After a Bona Fide Separation from Service.

(1) In-Service Distribution Prior to Termination. Notwithstanding the general rule in Section 6.06(a)(1) and except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, regardless of whether an Employer elects to permit active Participants to receive In-Service Distributions while serving as Eligible Employees under the Plan pursuant to paragraph 6.06(b)(1) above, an individual who is in service with the Adopting Employer, who previously accrued a benefit as an Eligible Employee under the Plan but who is not currently an Eligible Employee under the Plan,

may commence receipt of Retirement benefits while still in service with the Adopting Employer provided that such individual (i) has satisfied the Adopting Employer's qualifications for Early Retirement, Normal Retirement or Alternative Normal Retirement; (ii) has satisfied the minimum age and other applicable requirements established in subparagraph 6.06(a)(3) above; and (iii) applies for such Retirement benefit on the Applicable Form.

(2) Continued Receipt of Retirement Benefits Upon Return to Service in a Capacity Other Than as an Eligible Employee. Except as may be otherwise provided in the Adoption Agreement or an Addendum thereto, an Adopting Employer may engage any Retired Participant receiving benefits hereunder in a capacity other than as an Eligible Employee and such engagement shall not terminate or suspend such benefits. Effective with respect to Retired Participants who return to service in a capacity other than as an Eligible Employee, in order to continue receiving benefits after returning to service, the Retired Participant (i) must have had a Bona Fide Separation from Service prior to returning to service in a capacity other than as an Eligible Employee under the Plan; or (ii) must satisfy the minimum age parameters established in subparagraph 6.06(a)(3) above.

(3) An individual who receives Retirement benefits while in the service of the Adopting Employer pursuant to paragraphs 6.06(c)(1) and (2) above shall not be authorized to change the form of benefit payment, or to change the Post-Retirement Beneficiary on the Participant's subsequent Termination of Employment, or to name a Post-Retirement Beneficiary if one had not been previously named. An individual who commences or continues receiving benefits while in the service of the Adopting

Employer in a capacity other than as an Eligible Employee pursuant to paragraph 6.06(c)(1) or 6.06(c)(2) shall not accrue benefits or service credit for any purpose under the Plan during the individual's period of continued service with the Adopting Employer during which the individual is not an Eligible Employee.

(4) In the event that an individual described in paragraph 6.06(c)(1) or (2) subsequently becomes an Eligible Employee under the Plan, the provisions applicable to In-Service Distribution to Eligible Employees or to Retired Participants who return to Service with the Adopting Employer as an Eligible Employee, as applicable, under subsection 6.06(b) above and the Adopting Employer's Adoption Agreement or Addendum shall apply with respect to such individual. Except as otherwise provided in the Adoption Agreement or in an Addendum thereto, upon such a Participant's subsequent Termination of Employment or vacation of office, as applicable, the Participant's Monthly Retirement Benefit shall be computed in accordance with this Article on the basis of the Participant's aggregate Total Credited Service and Final Average Earnings, if applicable, at the time of such Termination of Employment or vacation of office. However, this Monthly Retirement Benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received prior to re-retirement, and by any actuarial factors used in calculating the benefit payable at the previous Retirement. For purposes of this subsection, the term "Actuarial Equivalent" shall mean an amount equal to the value of Retirement benefits received, determined as of the date of the Participant's re-retirement and computed on the basis of the actuarial assumptions contained in Section 12.06. In no event shall the resulting benefit be less than the benefit payable immediately prior to the Participant's re-retirement.

(d) Death in Service After Retirement. If a Retired Participant who returns to service with an Adopting Employer as an Eligible Employee or an active Participant commences Retirement benefits while remaining in service as an Eligible Employee and dies during the period of continuous employment or during the period of reemployment, as applicable, and before re-retirement, then the Participant's Post-Retirement Beneficiary, if any, shall be entitled to receive the monthly post-retirement survivor benefit payable, if any, taking into account any additional Credited Service accrued prior to the date of the Participant's death in-service. Such post-retirement survivor benefit shall be reduced by the Actuarial Equivalent of any Retirement benefits received by the Participant prior to said Participant's death. In no event shall the resulting post-retirement survivor benefit (after any actuarial reduction provided for in the preceding sentence) be less than the benefit that would have been payable to such Post-Retirement Beneficiary had the Participant not been employed as an Eligible Employee on or after the Participant's Retirement Date. This provision shall not be interpreted to permit payment to a Pre-Retirement Beneficiary in the event of a Retired Participant's death during reemployment.

(e) Suspension of Disability Benefits.

(1) Any Disability Retirement Benefit payable under the Plan to any Participant shall be suspended as of the first day of the month coinciding with or following the date the Participant's Disability ceases. A Participant's Disability shall be considered to have ceased upon the earliest of the following dates: (1) with respect to Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the date as of which the Social Security Administration determines that the Participant is no longer disabled; or (2) with

respect to Participants whose entitlement to a Disability benefit is based upon a determination by the Pension Committee, the date as of which the Pension Committee determines that the Participant is no longer disabled as defined under Code Section 72(m), based upon an examination by a physician chosen by the Pension Committee. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Participant shall be required to notify the Pension Committee Secretary within sixty (60) days after the Participant receives notice that the Social Security Administration has determined that the Participant is no longer disabled. With respect to those Participants whose entitlement to a Disability benefit is based upon receipt of disability insurance benefits under the Federal Social Security Act, the Pension Committee shall have the right to require the Participant to prove at any time, as a condition for continued receipt of Disability benefits under the Plan, continued eligibility for receipt of disability insurance benefits under the Federal Social Security Act, as amended. With respect to Participants whose entitlement to a Disability benefit is based upon a determination of Disability by the Pension Committee, the Pension Committee shall have the right to require, as a condition for continued receipt of Disability benefits, that the Participant be examined at any time by a physician chosen by the Pension Committee. In the event that any Participant fails or refuses to submit to a physical examination or to obtain and provide other information requested by the Pension Committee to confirm continuation of a Disability, then the Participant's Disability benefits shall be suspended as of the first day of the month following expiration of the ninety (90) day period following the Pension Committee's request for such examination or information, unless the Pension Committee

determines in its discretion that the failure to comply within ninety (90) days was due to circumstances beyond the Participant's control, in which case the ninety (90) day time limit may be extended by the Pension Committee and suspension may be deferred as determined by the Pension Committee.

(2) Notwithstanding any provision of this subsection 6.06(e) to the contrary, and except as otherwise provided in an Employer's Adoption Agreement or Addendum thereto, in the event that a Participant, who shall have retired or been retired for Disability, returns to service as an Eligible Regular Employee or becomes an Eligible Regular Employee of said Employer, the Participant's Disability Retirement benefit shall be suspended as of the date of such return to or commencement of service as an Eligible Regular Employee.

(3) Nothing in paragraph 6.06(e)(2) shall be construed to require the suspension of a Participant's Disability Retirement benefit upon the Participant's return to service as an elected or appointed member of the Governing Authority after the commencement of such benefit unless and until the Participant is determined to no longer have a Disability, or unless suspension of a Participant's Disability Retirement benefits is otherwise required under subparagraph 6.06(e)(1).

(f) Suspension of Disability Benefit; Right to Other Benefits.

(1) In any case where the payment of a Participant's Disability Retirement benefit is suspended, regardless of whether the Participant returns to service with the Employer, the period of absence from employment due to such Disability shall not be counted as Credited Service. Any Participant who shall have Retired or been Retired for Disability and who has been or shall be subsequently declared ineligible for a Disability

Retirement benefit because of the cessation of said Disability, or as otherwise provided pursuant to subsection 6.06(e) above, shall have a right to any benefit afforded under any other provision of this Plan to which the Participant or the Participant's beneficiary might otherwise be entitled. In such case, any Disability Retirement payments made prior to the required suspension date shall be retained by the Retiree and disregarded in computing any other benefit payable under the Plan.

(2) Notwithstanding the foregoing, nothing herein shall be construed to allow a Retired Participant who shall have Retired or been Retired due to Disability, who returns to service with the Employer, and who subsequently re-retires to elect a different benefit payment form or name a new post-retirement beneficiary upon re-retirement.

(3) Unless otherwise provided in an Employer's Adoption Agreement or in an Addendum thereto, in the event that a Retired Participant who is receiving a Disability Retirement benefit returns to service as an elected or appointed member of the Governing Authority, and the Participant's Disability Retirement benefit is not suspended, any Disability Retirement payments made prior to the Participant's return to service or during such period(s) of service as an elected or appointed member of the Governing Authority following such return shall be retained by the Participant and disregarded in computing any other benefit payable under the Plan upon the Participant's subsequent vacation of office.

ARTICLE VII.

OPTIONAL FORMS OF RETIREMENT INCOME

Section 7.01. Standard Benefit Payment Form; Other Payment Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, a Participant may elect, or may revoke a previous election and make a new election, at any time prior to the

Participant's effective Retirement Date, to have Retirement benefits payable under the standard benefit payment option or under one of the other benefit payment options set forth in Section 7.03. The standard benefit payment option is a monthly retirement benefit payable to the Participant during the Participant's lifetime only. At the death of the Participant all payments will cease and no further benefits will be payable to the estate of the Participant or other persons, except as otherwise provided in Subsection 8.12(b). The standard benefit payment form is referred to in the Basic Plan Document as Option A. The benefit shall be paid in accordance with and subject to the terms of the benefit payment option elected. Election of any option shall be made by the Participant in writing on the Applicable Form, and shall be subject to approval by GMEBS.

Section 7.02. Designation of Post-Retirement Beneficiary. With respect to retirement applications received by GMEBS on or after July 1, 2011, if the Participant elects Option B (Joint and Survivor Option with Pop-Up) or Option C (Period Certain and Life Option.) in Section 7.03, the Participant shall designate a Post-Retirement Beneficiary to receive a survivor benefit in accordance with and subject to the terms of such Option. Designation of a Post-Retirement Beneficiary may be revoked or changed by the Participant by submitting a new completed Retirement Application at any time prior to the Participant's effective Retirement date. Only the last such designation of a Post-Retirement Beneficiary shall have effect, and any new designation of a Post-Retirement Beneficiary shall invalidate, supersede, and revoke any prior designation.

Section 7.03. Description of Options. With respect to retirement applications received by GMEBS on or after July 1, 2011, the amount of any optional benefit set forth below shall be the Actuarial Equivalent of the amount of the standard benefit that would otherwise be

payable to the Participant under Section 7.01 (monthly retirement benefit payable to the Participant during the Participant's lifetime only, referred to as "OPTION A").

(a) OPTION B: Joint and Survivor Option with Pop-Up. A retirement benefit computed and paid in the same manner as Option A above, but with a decrease in the retirement benefit to account for the survivor benefit and the pop-up benefit provided under this Option B. If the Participant elects Option B, then the Participant will receive a decreased retirement benefit which shall be payable during the lifetime of the Participant. If the Participant's designated Post-Retirement Beneficiary should survive the Participant (except as provided in subsections (1) and (2) below with respect to the Post-Retirement Beneficiary's death before the Participant or the divorce of the Participant and Post-Retirement Beneficiary) the benefit shall continue to be paid to the Post-Retirement Beneficiary after the Participant's death during the lifetime of the Post-Retirement Beneficiary in the same amount (100%) or in such smaller amount (75%, 50%, or 25%), as the Participant has designated on the retirement application. This option shall be known as Option B. The Participant's retirement benefit under Option B shall be calculated in accordance with Section 12.02(a) or Section 12.02(b), whichever is applicable.

(1) Death of Post-Retirement Beneficiary Before Participant — In the event that the Participant's Post-Retirement Beneficiary dies before the Participant and after Retirement benefit payments have commenced, and provided the Participant furnishes GMEBS with proper proof of the Beneficiary's death within one (1) year after such death, the requirement for a reduction in the Participant's monthly retirement benefit on account of the Participant's election of Option B shall no longer apply (resulting in an increase, or "pop-up", in the Participant's monthly retirement benefit), effective as of the first day of the month following the Post-Retirement Beneficiary's death. Effective with respect to

monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit shall be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI, had the Participant elected Option A. However, if the Participant fails to furnish the Plan with proper proof of the Post-Retirement Beneficiary's death within the one (1) year period referred to above, then said change in monthly retirement benefit shall not become effective until the first day of the month following the date such proof is submitted to GMEBS. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons.

(2) Divorce of Participant and Post-Retirement Beneficiary—If the Participant designates the Participant's Spouse as Post-Retirement Beneficiary and provides GMEBS with proof that GMEBS in its sole discretion deems sufficient to establish that the Post-Retirement Beneficiary is the Participant's Spouse as of the Participant's effective retirement date, and if the Participant and the Post-Retirement Beneficiary become divorced after retirement benefit payments have commenced, then the Participant is permitted but not required to request a "pop-up" in the Participant's monthly retirement benefit, in accordance with and subject to the requirements of this subsection (2). A Participant who requests a pop-up pursuant to this subsection (2) will be bound by the provisions of this subsection and any other terms and conditions for receipt of said pop-up as set forth in an Applicable Form provided by GMEBS for such purpose. Such Participant shall furnish proof to GMEBS which GMEBS in its sole discretion deems sufficient to confirm the Participant's divorce from the Post-Retirement Beneficiary and

the Participant's eligibility for the pop-up benefit provided herein, which may include but may not be limited to a court-certified copy of a valid divorce decree. In the event that the conditions of this subsection (2) are satisfied, the requirement for a reduction in the Participant's monthly retirement benefit on account of the election of Option B will no longer apply; provided, however, that GMEBS may deny the Participant's application for the pop-up in the event that GMEBS, in its sole discretion, determines that such denial is prudent or necessary based on the terms of the applicable divorce decree. Any change in the monthly retirement benefit resulting from the pop-up, if approved by GMEBS, will be effective as of the first day of the month following GMEBS' receipt of said Applicable Form completed by the Participant, and after GMEBS' receipt of said proof evidencing divorce. Effective with respect to monthly payments made on and after such date, the amount of the Participant's monthly retirement benefit will be equal to the monthly amount that would have otherwise been payable to the Participant under Article VI had the Participant elected Option A. On and after said date, the Participant's Post-Retirement Beneficiary will not be eligible to receive any survivor benefits following the Participant's death, notwithstanding any prior designation made by the Participant or the later remarriage of the Participant and the Post-Retirement Beneficiary. All payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons. This provision shall not be construed to permit a Participant to change the form of benefit payment, to change the Post-Retirement Beneficiary after the Participant's effective Retirement date, or to name a new Post-Retirement Beneficiary following the Participant's divorce from the Post-Retirement Beneficiary. Nor shall this provision be construed to require or permit payment of all or

a portion of a Participant's retirement benefit to a former spouse pursuant to a domestic relations order.

(b) OPTION C: Period Certain and Life Option. A decreased benefit payable monthly to the Participant during the Participant's lifetime and, in the event of the Participant's death within a period of specified years, either five (5), ten (10), fifteen (15), or twenty (20) years after benefit commencement, the same monthly amount shall be payable for the balance of such period to the Post-Retirement Beneficiary designated by the Participant. If the Post-Retirement Beneficiary survives the Participant but dies before the end of such period, any unpaid monthly amounts that would have otherwise been payable to the Post-Retirement Beneficiary for the remainder of said period following the Post-Retirement Beneficiary's death shall be paid to the Post-Retirement Beneficiary's estate. If the Post-Retirement Beneficiary does not survive the Participant, all payments shall cease at the death of the Participant and no further benefits will accrue to the Participant's estate or to other persons except as provided in Article VIII. This option shall be known as Option C. The Retirement benefit under Option C shall be calculated in accordance with Section 12.03.

Section 7.04. Cancellation of Election. The election by a Participant of any option in this Article VII shall be null and void if either the Participant or the Participant's designated Post-Retirement Beneficiary dies before the Participant's effective Retirement date.

Section 7.05. Rule for Small Benefits.

(a) Effective January 1, 2002, the present value of a Plan benefit shall be distributed in a cash single sum payment to the Participant, Terminated Vested Participant, or Pre-Retirement Beneficiary, as applicable, if the present value of said Plan benefit payable to the

recipient does not exceed Five Thousand Dollars (\$5,000) on the date of distribution. The present value of said Plan benefit shall be determined in accordance with Article XII.

(b) Effective for distributions commencing on or after March 28, 2005, if a distribution to be made under subsection (a) is greater than One Thousand Dollars (\$1,000), is an eligible rollover distribution, and the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

(c) Notwithstanding the provisions of subsections (a) and (b), effective on and after July 1, 2007, no distribution will be made under this Section unless and until the recipient of the distribution makes an election to either have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or to receive the distribution directly in cash.

Section 7.06. Distributions.

(a) Distributions payable as of any date shall be made on or as soon as administratively feasible after that date.

(b) In a contributory plan, interest shall be paid on any refund of employee contributions only as specified in the Adoption Agreement.

Section 7.07. Compliance with Internal Revenue Section 401(a)(9). All distributions shall be made in compliance with Article X.

Section 7.08. Compliance with Internal Revenue Section 415. All benefit options must comply with the limitations of Code Section 415, pursuant to Article XI and as applicable to governmental plans.

ARTICLE VIII.

DEATH BENEFITS

Section 8.01. **Death in Service Prior to Retirement.** In the event a Participant's employment or term of office is Terminated by reason of death prior to Retirement, there shall be paid to the Pre-Retirement Beneficiary the in-service death benefit elected by the Employer in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided under this Article.

Section 8.02. **Actuarial Reserve In-Service Death Benefit.** An Employer may elect in the Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum service and other eligibility requirements a Participant must satisfy in order to be entitled to receive such benefit. Provided a Participant satisfies such requirements, then in the event the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.07(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit. In calculating the Normal Retirement benefit under the provisions of this Section, the following assumptions shall be used:

(a) The Participant's age at the time of death is equal to the Normal Retirement Age as specified by the Employer in the Adoption Agreement, or the Participant's attained age if said attained age is greater than the Normal Retirement Age; and

(b) The Participant's Total Credited Service shall include the amount of Total Credited Service accrued prior to the date of the Participant's death. The Employer may elect in the Adoption Agreement to include additional imputed Credited Service in the calculation, but in

no event shall the amount of Total Credited Service used in the calculation exceed the sum of actual service performed plus ten (10) calendar years. The death benefit under this Section shall be calculated using the factors contained in Section 12.04.

(c) With respect to those Adopting Employers who have elected in their Adoption Agreement to provide the Actuarial Reserve In-Service Death Benefit, an Eligible Regular Employee must have at least one (1) year of Credited Service with the Adopting Employer to be eligible for the Actuarial Reserve In-Service Death Benefit; provided, however, that this one (1) year minimum shall not apply with respect to an Eligible Regular Employee whose immediate prior employment was with another GMEBS Adopting Employer and who had at least one (1) year of Credited Service with such prior GMEBS Adopting Employer. The one (1) year minimum and the exceptions thereto described in this subsection 8.02(c) shall not supersede eligibility conditions specified in an Adopting Employer's Adoption Agreement or Addendum thereto which specify a requirement of more or less than one (1) year of Credited Service with the Adopting Employer and/or other minimum age or service requirements that are inconsistent with this Section 8.02 to be eligible for the Actuarial Reserve In-Service Death Benefit. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum thereto, elected or appointed members of the Governing Authority shall not be subject to a minimum Service requirement to be eligible for the Actuarial Reserve In-Service Death Benefit.

Section 8.03. Auto A In-Service Death Benefit. An Employer may elect in the Adoption Agreement to provide the Auto A in-service death benefit for one or more classes of Eligible Employees. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Participant must satisfy in order to be entitled to such benefit. Provided a Participant satisfies such requirements, then in the event that

the Participant's employment with the Adopting Employer is terminated by reason of the Participant's death prior to Retirement, and except as otherwise provided in Section 8.06(b), there shall be paid to the Participant's Pre-Retirement Beneficiary a lifetime monthly death benefit, as follows:

(a) Monthly Death Benefit Payable to Spouse. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is the Participant's Spouse, then the lifetime monthly death benefit payable to said Spouse shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death. Alternatively, the Spouse may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as defined in the Employer's Adoption Agreement. A Spouse shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary to whom the in-service death benefit is payable under this Section is not the Spouse of the Participant, then the lifetime monthly death benefit payable to said Beneficiary shall commence on the first day of the month coinciding with or immediately following the date of the Participant's death.

(b) Computation of Monthly Death Benefits. Benefits under this Section shall be computed as of the date of the Participant's death, based upon the applicable benefit formula in effect on said date, as follows:

(1) Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if benefit payments commence to a Pre-

Retirement Beneficiary before the Participant would have attained Early Retirement Age, then the monthly death benefit payable to said beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Participant, assuming the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until Normal Retirement Age as defined in the Adoption Agreement; and (iii) elected to retire upon attaining Normal Retirement Age with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(2) Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Participant dies before attaining Early Retirement Age as defined in the Employer's Adoption Agreement and a Spouse who is eligible to receive the in-service death benefit hereunder defers payment until a date which is on or after the date the Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse Beneficiary's selected benefit commencement date; and, (iii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(3) Participant Death After Early Retirement Age; Payment Upon Death. If the Participant dies after attaining Early Retirement Age as defined in the Employer's

Adoption Agreement, and if benefit payments commence to a Pre-Retirement Beneficiary on the first day of the month coinciding with or immediately following the date of the Participant's death, then the monthly death benefit payable to said Pre-Retirement Beneficiary shall be the monthly benefit that would have otherwise been payable to the Participant, assuming the Participant: (i) retired on the date of death, and (ii) elected the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

(4) Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Participant dies after attaining Early Retirement Age as defined in the Employer's Adoption Agreement, and if a Spouse who is eligible to receive the Auto A in-service death benefit hereunder defers payment in accordance with this Section, then the monthly benefit payable to the Spouse Beneficiary shall be the monthly Retirement benefit that would have otherwise been payable to the Participant, assuming that the Participant: (i) terminated employment on the Participant's date of death; (ii) survived until the date upon which the deferred benefit payments commence in accordance with the Spouse beneficiary's selected commencement date, and (ii) elected to retire on the benefit commencement date with the optional form of Retirement payment designated in Section 7.03 as Option B at one hundred percent (100%), and then died.

Section 8.04. Designation of Beneficiary. Unless otherwise provided in the Adoption Agreement or an Addendum thereto, a Participant may designate, on an Applicable Form provided for that purpose, one person as Primary Pre-Retirement Beneficiary. If the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement and if as of the date of the Participant's death the Participant has

satisfied the minimum service and other eligibility requirements to be entitled to an in-service pre-retirement death benefit, said Primary Pre-Retirement Beneficiary shall receive the monthly pre-retirement death benefit elected by the Employer in the Adoption Agreement, provided the Primary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days in accordance with O.C.G.A. § 47-1-15 (a copy of which is included in the Appendix hereto). The Participant may additionally designate, on an Applicable Form provided for that purpose, one person as Secondary Pre-Retirement Beneficiary. The monthly death benefit otherwise payable to the Primary Pre-Retirement Beneficiary hereunder shall be payable to the Participant's designated Secondary Pre-Retirement Beneficiary in the event that: (1) the Participant's employment with the Employer is terminated by reason of the Participant's death prior to the Participant's Retirement; (2) the Primary Pre-Retirement Beneficiary does not survive the Participant by at least thirty-two (32) days; and (3) the Secondary Pre-Retirement Beneficiary survives the Participant by at least thirty-two (32) days.

Section 8.05. Change of Beneficiary. Designation of a Primary or Secondary Pre-Retirement Beneficiary may be changed by the Participant in writing on an Applicable Form provided for that purpose at any time prior to Retirement. Only the last such designation prior to Retirement shall have effect and any new designation of a Primary or Secondary Pre-Retirement Beneficiary invalidates, supersedes, and revokes any prior designation.

Section 8.06. Auto A In-Service Pre-Retirement Death Benefit; Default Beneficiary; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or

Secondary Pre-Retirement Beneficiary to whom the Auto A in-service pre-retirement death benefit is payable under this Article, then the Auto A in-service pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection. In such case, the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the Auto A in-service death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's Vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to the Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had Terminated Employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of said benefit under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.07. Actuarial Reserve In-Service Pre-Retirement Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary.

(a) Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, with respect to the Actuarial Reserve in-service death benefit only, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom the death benefit is payable, then the Actuarial Reserve in-service pre-retirement death benefit shall be paid to the Participant's

surviving Spouse in accordance with this Section, in which case the Participant's surviving Spouse shall be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(b) If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the death benefit is payable, then the Actuarial Equivalent of the Participant's vested Accrued Retirement Benefit shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such Actuarial Equivalent shall be determined as if the Participant had terminated employment on the date immediately preceding the Participant's date of death and received a lump sum distribution of benefits under Section 7.05, determined without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.08. Terminated Vested Death Benefits. If the Employer elects in the Adoption Agreement to provide a death benefit for Terminated Vested Participants or for certain classes of Terminated Vested Participants, then in the event such a Terminated Vested Participant dies before the effective Retirement Date, there shall be paid to the Pre-Retirement Beneficiary the terminated vested death benefit specified in the Adoption Agreement, provided the requirements of this Article are satisfied and except as otherwise provided in this Article. Notwithstanding any provision to the contrary, effective October 1, 2016, an Adopting Employer that had not previously elected in its Adoption Agreement or Addendum thereto to provide a Terminated Vested death benefit to one or more classes of Participants shall be deemed to have elected by default to provide the Terminated Vested Auto A Death Benefit to such class or classes of Participants who terminate employment on or after such date.

Section 8.09. Terminated Vested Auto A Death Benefit. The Employer may elect in the Adoption Agreement to provide the Auto A Death Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate in the Adoption Agreement the minimum Service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to said Participant's effective Retirement date, the Participant's Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this Section. If the Terminated Vested Participant's Pre-Retirement Beneficiary is the Terminated Vested Participant's Spouse, then the lifetime monthly death benefit payable to the Spouse Beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Alternatively, the Spouse Beneficiary may elect to defer benefit payment commencement until the first day of any month up to and including the date the Participant would have attained Normal Retirement Age as determined under the Employer's Adoption Agreement. A Spouse designated as beneficiary shall be considered to have deferred benefit payment commencement until the first day of the month following the date the Spouse makes application for payment of death benefits. If the Pre-Retirement Beneficiary is not the Spouse of the Terminated Vested Participant, then the lifetime monthly death benefit payable to the beneficiary under this Section shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. Benefits under this Section shall be computed as follows:

(a) Terminated Vested Participant Death Before Early Retirement Age; Payment Before Early Retirement Age. If a Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary before the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the beneficiary shall be the Actuarial Equivalent of the monthly Retirement benefit amount that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant survived until Normal Retirement Age; and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died. Said benefit shall be calculated in accordance with the actuarial assumptions specified in Section 12.06.

(b) Terminated Vested Participant Death Before Early Retirement Age; Deferred Payment by Spouse Until After Early Retirement Age. If the Terminated Vested Participant dies before attaining Early Retirement Age as defined in the Adoption Agreement and a Spouse designated as beneficiary defers payment until a date which is on or after the date the Terminated Vested Participant would have attained Early Retirement Age, then the monthly death benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected benefit commencement date; and, (ii) the Terminated Vested Participant elected on such date to retire with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(c) Terminated Vested Participant Death After Early Retirement Age; Payment Upon Death. If the Terminated Vested Participant dies after attaining Early Retirement Age as defined in the Adoption Agreement, and if benefit payments commence to a beneficiary on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death, then the monthly death benefit payable to the beneficiary shall be the monthly benefit that would have otherwise been payable to the Terminated Vested Participant, assuming: (i) the Terminated Vested Participant retired on the date of death, and (ii) the Terminated Vested Participant elected the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(d) Terminated Vested Participant Death After Early Retirement Age; Deferred Payment by Spouse. If the Terminated Vested Participant dies after attaining Early Retirement Age, and if a Spouse designated as beneficiary defers payment in accordance with this Section, then the monthly benefit payable to the Spouse shall be the monthly Retirement benefit that would have otherwise been payable to the Terminated Vested Participant, assuming that: (i) the Terminated Vested Participant survived until the date upon which the deferred benefit payments commence in accordance with the Spouse's selected commencement date, and (ii) the Terminated Vested Participant elected to retire on such date with the optional form of Retirement payment designated herein as Option B at one hundred percent (100%), and then died.

(e) Auto A Terminated Vested Death Benefit; Payment to Surviving Spouse or to Estate Where Benefit Not Payable to Designated Primary or Secondary Pre-Retirement Beneficiary. Effective with respect to deaths occurring on or after July 1, 2015, and except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, in the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-

Retirement Beneficiary to whom the terminated vested Auto A death benefit is payable under this Article, then said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this Section, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section 8.09(e), the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary (i.e., a designated Pre-Retirement Beneficiary or surviving Spouse) to whom the terminated vested Auto A death benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefit under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

(f) Calculation of Benefits. Benefits under this Section shall be calculated taking into account only the Participant's Total Credited Service and Final Average Earnings (where applicable) as of the date of the Participant's Termination of Employment with Adopting Employer, and the applicable benefit formula in effect on the date of said Termination.

Section 8.10. Accrued Retirement Benefit.

An Employer may elect in the Adoption Agreement to provide a death benefit consisting of the Accrued Benefit for one or more classes of Terminated Vested Participants. In such case, the Employer shall designate the minimum service and other eligibility requirements a Terminated Vested Participant must satisfy in order to be entitled to such benefit. Provided a Terminated

Vested Participant satisfies such requirements, then in the event that the Terminated Vested Participant dies prior to the effective Retirement date, the Pre-Retirement Beneficiary may apply to receive a lifetime monthly death benefit subject to the provisions of this subsection. Said benefit shall commence on the first day of the month coinciding with or immediately following the date of the Terminated Vested Participant's death. The monthly death benefit payable to the Participant's Pre-Retirement Beneficiary shall be the Actuarial Equivalent of the Terminated Vested Participant's Accrued Benefit, determined as of the date of the Participant's death, taking into account the Participant's Total Credited Service, Final Average Earnings, and the benefit formula in effect as of the date of the Participant's Termination. Except as otherwise provided in an Adopting Employer's Adoption Agreement or Addendum, if there is no Primary or Secondary Pre-Retirement Beneficiary to whom said pre-retirement death benefit is payable, said pre-retirement death benefit shall be paid to the Participant's surviving Spouse in accordance with this subsection, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this subsection, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom the benefit is payable, then a lump sum payment equal to fifty percent (50%) of the Actuarial Equivalent of the Participant's vested Accrued Benefit, if any, shall be paid to the Participant's estate in lieu of the lifetime monthly benefit which would otherwise be payable to a Pre-Retirement Beneficiary. Such lump sum Actuarial Equivalent shall be determined as if the Participant had received a lump sum distribution of said benefits under Section 7.05, calculated as of the date on which the payment is made, without reference to the maximum cash-out limits of said Section, and using the assumptions set forth in Section 12.06.

Section 8.11. Designation of Terminated Vested Pre-Retirement Beneficiary. The Primary and Secondary Pre-Retirement Beneficiary designated by the Participant to receive in-service death benefits under Section 8.04 shall automatically be considered the Participant's Primary and Secondary Pre-Retirement Beneficiary for purposes of payment of terminated vested pre-retirement death benefits, if any, under the Employer's Plan. If the Participant changes said beneficiary designation in accordance with Section 8.05, the Participant's designation under this Section shall be considered changed as well to reflect the new designation. In the absence of a designation by the Participant, or if there is no Primary or Secondary Pre-Retirement Beneficiary to whom a terminated vested pre-retirement death benefit is payable upon the Participant's death, then the terminated vested pre-retirement death benefit otherwise payable, if any, shall be paid to the Participant's surviving Spouse in accordance with and subject to the applicable provisions of this Article, in which case the surviving Spouse will be considered the Pre-Retirement Beneficiary under the Plan. For purposes of this Section, the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days. If there is no Pre-Retirement Beneficiary to whom a death benefit is payable, the death benefit shall be payable to the Participant's estate in accordance with and subject to the applicable provisions of this Article.

Section 8.12. Participant Death After Retirement Benefit Commencement. With respect to retirement applications received by GMEBS on or after July 1, 2011, upon the death of a Retired Participant subsequent to Retirement, there shall be payable to the Participant's designated Post-Retirement Beneficiary, a benefit to be determined as follows:

(a) If the Participant has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, or if the Participant has

elected a form of payment that does permit such designation (Option B or C) and the Participant's designated Post-Retirement Beneficiary does not survive the Participant, no further payment of any kind whatsoever shall be made at the death of the Participant, except as provided in subsection (b) below.

(b) Except as otherwise provided in an Addendum to the Adopting Employer's Adoption Agreement, in the event that a Retired Participant who has elected a form of payment that does not permit designation of a Post-Retirement Beneficiary (Option A), as provided in Article VII, dies after Retirement benefit payments have commenced but before the Retired Participant has received at least thirty-six (36) monthly Retirement benefit payments, a one-time lump sum death benefit shall become payable which shall be equal to the amount of the Participant's initial Retirement benefit (determined as of the date such monthly Retirement benefit commenced) multiplied by thirty-six (36); provided, however, that the total amount of such lump-sum death benefit shall be reduced by the aggregate amount of Retirement benefits paid to such Retired Participant. The one-time lump sum death benefit shall be payable to the Retired Participant's surviving Spouse. In such case, the Participant's surviving Spouse shall be considered the designated beneficiary under the Plan for purposes of this subsection (b). In the event that: (1) such Retired Participant does not have a Spouse at the time of the Retired Participant's death; or (2) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not survive the Retired Participant by at least thirty-two (32) days; or (3) such Retired Participant does have a Spouse at the time of the Retired Participant's death but such Spouse does not within six (6) months following the Retired Participant's death provide the Administrator with documentation which the Administrator deems sufficient to verify that she said individual was the Retired Participant's Spouse at the time

of the Retired Participant's death, the lump-sum death benefit described in this subsection 8.12(b) shall be paid to the estate of the Retired Participant. The lump sum death benefit described in this subsection 8.12(b) shall not be considered part of the standard benefit payment form (Option A) for purposes of determining actuarial equivalence. The lump sum death benefit paid pursuant to this subsection 8.12(b) shall be included in determining the sum of all benefits paid to the Participant for purposes of determining the amount of any refund of Employee Contributions payable under Section 13.06. For purposes of this subsection, the term "surviving" shall mean surviving the Retired Participant by at least thirty-two (32) days.

(c) If the Participant has elected a form of payment that permits designation of a Post-Retirement Beneficiary (Option B or C) as provided in Article VII, and the Participant's designated Post-Retirement Beneficiary survives him, benefits shall be payable to the Post-Retirement Beneficiary as provided by the option elected, commencing the month following the Participant's last benefit payment month.

ARTICLE IX.

TERMINATION BEFORE RETIREMENT; VESTING

Section 9.01. Vesting Requirement for Deferred Retirement Benefit. An Employer may establish different vesting requirements for different classes of Eligible Employees in the Adoption Agreement. A Participant whose employment is terminated for any reason other than death or Retirement shall be entitled to a Vested right in the Accrued Benefit only if the Participant meets the Qualifications for a deferred Vested Retirement benefit specified in the Adoption Agreement. Payment of such Vested Retirement Benefit shall commence on the first day of the month in which the effective Retirement Date occurs and shall be payable on the first day of each month thereafter during the lifetime of the Participant, unless the Participant elects an optional form of benefit payment under Article VII. The amount of such Monthly Retirement

Benefit shall be computed in the manner prescribed for Normal or Early Retirement in Article VI, as applicable, but based upon the Participant's Final Average Earnings (if applicable) and Total Credited Service up to the Participant's date of Termination of Employment with the Adopting Employer. Unless otherwise provided in the Adoption Agreement or in an Addendum thereto, in the event that an Eligible Regular Employee terminates employment with an Adopting Employer and returns to service with such Adopting Employer as an elected or appointed member of the Governing Authority, the portion of the monthly benefit attributable to Credited Service as an Eligible Regular Employee shall be computed based upon Credited Service as an Eligible Regular Employee and the benefit formula in effect as of the latest termination of employment as an Eligible Regular Employee. Likewise, in the event that an elected or appointed member of the Governing Authority vacates such office and returns to service with the Adopting Employer as an Eligible Regular Employee, the portion of the monthly benefit attributable to Credited Service as an elected or appointed member of the Governing Authority shall be computed based upon Credited Service as an elected or appointed member of the Governing Authority and the benefit formula in effect as of such individual's latest vacation of such office. Notwithstanding any other provision of the Plan to the contrary, if a Participant has satisfied the requirements for Normal Retirement as of the Participant's date of Termination, the Participant shall be one hundred percent (100%) Vested in the Normal Retirement benefit.

Section 9.02. Termination of Tenure of Office Before Retirement. Unless otherwise specified by the Employer in the Adoption Agreement, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer, and who vacates office for any reason other than death or Retirement shall be entitled to a Vested right in the portion of said Participant's Accrued Benefit attributable to the Participant's Credited Service as

an elected or appointed member of the Governing Authority only if said Participant meets the qualifications for a deferred Vested benefit applicable to elected or appointed members of the Governing Authority and Municipal Legal Officers as specified in the Adoption Agreement. Unless otherwise specified in the Employer's Adoption Agreement or Addendum thereto, if a Participant has Credited Service both as an elected or appointed member of the Governing Authority or a Municipal Legal Officer and as an Eligible Regular Employee of the Adopting Employer, the Participant's combined Total Credited Service shall be taken into account in determining whether the Participant has satisfied the minimum service requirements for vesting under the Plan and the minimum service requirements for benefit eligibility under the Plan that are applicable to Eligible Regular Employees, Municipal Legal Officers, and/or elected or appointed members of the Governing Authority, as applicable.

Section 9.03. Immediate Vesting in Disability Retirement Benefit. If the Employer elects in the Adoption Agreement to provide Disability benefits, and unless otherwise specified in the Adoption Agreement, a Participant who is Disabled and otherwise meets the Plan's eligibility requirements for payment of a Disability Retirement Benefit shall be considered 100% Vested in such benefit.

Section 9.04. Involuntary Termination Without Cause. Notwithstanding any more restrictive vesting requirement imposed by the Employer in the Adoption Agreement, a Participant whose employment is terminated involuntarily and without cause shall be entitled to a one hundred percent (100%) Vested Benefit if said Participant has completed five (5) years of Total Credited Service. For the purpose of this condition, "cause" for dismissal shall mean negligence or inefficiency in performing the duties of the position held, unfitness to perform

assigned duties, insubordination, or misconduct reflecting discredit on the Adopting Employer or upon the Governing Authority.

Section 9.05. Portability between Adopting Employers.

(a) This Section applies to a Participant, other than an elected or appointed member of the Governing Authority or Municipal Legal Officer, whose employment is terminated either voluntarily or involuntarily after participation in the Plan, provided that with respect to a Participant who terminates employment on or after January 1, 2015, such Participant has at least one (1) year of Credited Service with the Employer. This one (1) year minimum shall not apply with respect to a Participant,

(1) whose immediate prior employment was with another GMEBS Employer, and under whose Plan in effect prior to January 1, 2015, the Participant was subject to a waiting period and the Participant had satisfied such waiting period prior to the Participant's Termination of Employment with such prior GMEBS Employer, or

(2) (A) who is not described in paragraph 9.05(a)(1) above, and whose Employer's Plan contained an Addendum provision which was in effect prior to January 1, 2015, which provided for a waiting period of less than one (1) year to commence participation in the Plan, and (B) who was employed with said Employer prior to January 1, 2015 and satisfied such time limitation prior to Termination. With respect to an Employee described in this paragraph 9.05(a)(2), this Section shall become applicable to such Employee once the Employee has satisfied such waiting period.

(b) Subject to any limitations or conditions contained in the Employer's Adoption Agreement, in determining whether a Participant has satisfied the minimum service requirements for Vesting and the minimum service requirements for Retirement and, for Participants who

terminate on or after September 26, 2014, pre-retirement death benefit eligibility, under the Adoption Agreement of any GMEBS Adopting Employer, the Participant's Total Credited Service with all other of the Participant's past and future Adopting Employers shall be taken into account. In no event, however, shall service with one GMEBS Employer be used to calculate the benefit amount due the Participant from another GMEBS Employer. Prior to January 1, 2015, except as otherwise provided in Section 4.02(c)(7) concerning immediate participation for Participants who transfer from one GMEBS Adopting Employer to another, service with one GMEBS Adopting Employer may not be used to establish participation in another Adopting Employer's plan.

Section 9.06. Forfeiture of Benefits for Certain Crimes.

(a) Survivor benefits or refunds otherwise payable to a person upon the death of a Participant, Terminated Vested Participant, Retired Participant, or beneficiary shall be forfeited if the person commits or conspires to commit murder or involuntary manslaughter against a Participant, Terminated Vested Participant, Retired Participant, or beneficiary, in accordance with and subject to the applicable provisions of O.C.G.A. § 47-1-24 (a copy of which is included in the Appendix hereto). The terms of said code section are incorporated herein by reference, including any future amendments thereto.

(b) If the Adopting Employer receives information that a beneficiary has been convicted of any crime referenced in this Section which could potentially result in reduction or forfeiture of benefits, the Adopting Employer shall notify the Administrator when it receives notice of such conviction.

Section 9.07. Forfeitures.

(a) If the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, beneficiary or surviving Spouse to whom a payment (e.g., a payment of Retirement, Disability or Death benefits) is due and provide such information to the Administrator within a period of six (6) months from the later of: 1) the date on which the Administrator became aware that such payment became due and payable, or 2) the date on which the Administrator became unable to continue processing payments to the Participant, beneficiary or surviving Spouse due to changes in such individual's bank account, address, or other necessary information, the Administrator shall direct that the payment and all remaining payments, if any, otherwise due to the Participant, beneficiary or surviving Spouse be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture. Likewise, if the Adopting Employer is unable to determine the whereabouts of and payment information for any Participant, surviving Spouse or estate, as applicable, to whom a return of Employee Contributions due pursuant to Section 13.03 or Section 13.06 of this Basic Plan Document or pursuant to the Adopting Employer's Adoption Agreement or an Addendum thereto and provide such information to the Administrator within a period of six (6) months from such Participant's Termination of Employment (for non-vested Participants and for vested Participants whose Employee Contributions are required to be refunded following termination provided a refund to vested Participants does not result in forfeiture of Credited Service under the Plan), a vested Participant's request for a return of contributions, or, in a case of failure to exhaust, the date of a Participant's death, the Administrator shall direct that the return of Employee Contributions otherwise due to the Participant, surviving Spouse or estate, as applicable, be cancelled on the

records of the Plan and the amount thereof be treated as a forfeiture and placed in the Employer's GMEBS Trust Fund.

(b) In the event that a payment (e.g., a return of Employee Contributions, or a payment of Retirement, Disability or Death benefits) is due to the estate of a Participant or beneficiary but the Administrator is unable to process such payment due to the absence of said estate or lack of information needed to process payment to said estate, or, following the expiration of six (6) months after the date on which the payment is issued the payment remains outstanding, the Administrator shall so notify the Adopting Employer. The Adopting Employer shall attempt to locate documents establishing such estate, a correct address or bank account or other necessary information to process such payment. If the Adopting Employer is unable to ascertain such documentation or information within six (6) months after receiving notice from the Administrator of the outstanding payment, the Administrator shall direct that the payment be cancelled on the records of the Plan and the amount thereof be treated as a forfeiture.

(c) Notwithstanding the foregoing provisions of this Section, if a Participant, beneficiary or surviving Spouse whose whereabouts or payment information is unknown and whose benefits are forfeited pursuant to this Section subsequently claims such benefits on the Applicable Form, such forfeited benefit shall be reinstated and shall be paid retroactively, without interest, to the date of the first cancelled payment. Likewise, if the executor of an estate to which a payment was forfeited pursuant to paragraph (b) above subsequently claims such benefits on the Applicable Form, the forfeited benefit shall be reinstated and shall be paid, without interest, to the estate.

(d) Forfeitures arising from the inability to determine the whereabouts of or payment information for a Participant, beneficiary or surviving Spouse, or arising from Termination of

Employment, withdrawal or any other reason may not be applied to increase the benefits any individual would otherwise receive under the Plan. Forfeitures will remain Trust assets, and as such, may be used to reduce an Adopting Employer's contribution.

(e) Notwithstanding any provision to the contrary, in the event that a return of Employee Contributions otherwise due to a Participant, to a surviving Spouse, to the estate of a Participant or of a Pre-Retirement or Post-Retirement Beneficiary, or to another individual or estate, as applicable, is cancelled on the records of the Plan and the amount thereof is treated as a forfeiture pursuant to this Section 9.07, including subsection (c), interest on such Employee Contributions shall cease to accrue as of the date on which the Administrator directs that the return of Employee Contributions be cancelled.

(f) An Adopting Employer shall take the following actions to locate any Participant, beneficiary or surviving Spouse to whom benefits are owed, consistent with IRS Revenue Procedure 2021-30 (or subsequent updated guidance):

(1) Search Plan and related Plan, Adopting Employer, and publicly-available records or directories for alternative contact information.

(2) A mailing via U. S. Postal Service certified mail to the last known mailing address, and contact through appropriate means for any address or contact information (including email addresses and telephone numbers) available to the Adopting Employer.

(3) Use of at least one of the following search methods: (i) a commercial locator service, (ii) a credit reporting agency, or (iii) internet search tools for locating individuals.

ARTICLE X.

DISTRIBUTION AND ROLLOVER RULES

Section 10.01. Distribution Rules Imposed by Federal Law. Notwithstanding any provision of this Plan to the contrary, any distribution under the Plan shall be made in accordance with Code Section 401(a)(9) and the Treasury regulations promulgated thereunder, including the incidental benefit rules under Code Section 401(a)(9)(G), and shall comply with the following rules:

(a) With respect to distributions under the Plan made for calendar years beginning on or after January 1, 2002, the Plan shall apply the minimum distribution requirements of Code Section 401(a)(9) in accordance with the Final Regulations under Code Section 401(a)(9) that were issued on April 17, 2002, and June 15, 2004, notwithstanding any provision of the Plan to the contrary. GMEBS is coordinating the compliance with the Final Regulations to comply with the good faith reasonable standard of Pension Protection Act of 2006 Section 823.

(b) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches age seventy and one-half (70½), or (ii) the calendar year in which the Participant Retires.

(c) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or

by December 31 of the calendar year in which the Participant would have attained age seventy and one-half (70½), if later.

(2) If the Participant's surviving spouse is not the Participant's sole designated beneficiary, then distributions to the designated beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, 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 designated 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 designated beneficiary determined using the beneficiary's age as of the beneficiary's birthday in the calendar year that contains the annuity starting date.

(3) If there is no designated beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole designated beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (c), other than (c)(1), will apply as if the surviving spouse were the Participant.

If annuity payments irrevocably commence to the Participant before the Participant's required beginning date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under this subsection (c)), the date distributions are considered to begin is the date distributions actually commence.

(d) 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 subsection (c)) 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.

(e) Any additional benefits accruing to the Participant in a calendar year after the first distribution 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) 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 designated 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 applicable table set forth in 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 designated beneficiary after the expiration of the period certain.

(g) 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 applicable simple life table set forth in 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 seventy (70), the applicable distribution period for the Participant is the distribution period for age seventy (70) under the applicable single life table as set forth in the Treasury Regulations plus the excess of seventy (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 designated 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, or the joint life and last survivor expectancy of the Participant and the Participant's spouse as determined under the applicable joint life table set forth in 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.

(h) A Participant or beneficiary eligible for benefits from an Adopting Employer's Plan must complete and return the Applicable Form provided for such purpose in order to commence distribution of benefits. Any excise tax under Code Section 4974 that results from a failure to timely apply for distribution of benefits under the Plan shall be the responsibility of the Participant or beneficiary, as applicable.

Section 10.02. Rollover of Distributions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover. The following definitions shall apply to this Section:

(a) 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: (i) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten (10) years or more; (ii) any distribution to the extent such distribution is required under Code Section 401(a)(9); (iii) the portion of any distribution that is not includible in gross income; or (iv) any other distributions which the Internal Revenue Service does not consider eligible for rollover treatment, such as certain corrective distributions necessary to comply with the provisions of Code Section 402(g) or 415. Effective January 1, 2002, an Eligible Rollover Distribution also includes a distribution to a surviving spouse. Effective January 1, 2002, a portion of a distribution will not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax Employee Contributions that are not includible in gross income. However, such portion may be transferred only to a (1) traditional individual retirement account or annuity described in IRC 408(a) or (b) (a "traditional IRA") or a Roth individual retirement account or annuity described in IRC 408(A) (a "Roth IRA"), or (2) to a qualified defined contribution defined benefit or annuity plan described in IRC 401(a) or 403(a) or to an annuity contract described in IRC 403(b), if such plan or contract provides for

separate accounting for amounts so transferred (including interest thereon), including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(b) An "Eligible Retirement Plan" is any one of the following that accepts the Distributee's Eligible Rollover Distribution: (i) a traditional IRA; (ii) a Roth IRA; (iii) an annuity plan described in Code Section 403(a); or (iv) a qualified defined benefit or defined contribution plan described in Code Section 401(a). Effective for distributions made after December 31, 2001, an Eligible Retirement Plan will also include an eligible deferred compensation plan described in Code Section 457(b) which is maintained by an eligible employer described in Code Section 457(e)(1)(A) that agrees to separately account for amounts transferred into that plan; or an annuity plan described in Code Section 403(b); effective for distributions made after December 31, 2007, an Eligible Retirement Plan will also include a Roth IRA described in Code Section 408A; and effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The portion of an Eligible Rollover Distribution that is not includible in gross income may be transferred only to an individual retirement account or individual retirement annuity described in Code Sections 408(a) or 408(b), a qualified defined contribution plan described in Code Section 401(a), a qualified plan described in Code Section 403(a), or on or after January 1, 2007, to a qualified defined benefit plan described in Code Section 401(a) or an annuity contract described in Code Section 403(b), that agrees to separately account for amounts so transferred, including separately

accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

(c) A "Distributee" includes an employee or former employee. A Distributee also includes the employee's or former employee's surviving spouse. A Distributee also includes a nonspouse beneficiary who is a designated beneficiary as defined by Code Section 401(a)(9)(E). However, a nonspouse beneficiary may only make a direct rollover of the distribution to an individual retirement account or individual retirement annuity established for the purpose of receiving the distribution, and the account or annuity will be treated as an "inherited" individual retirement account or annuity.

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

(e) Notwithstanding subsection (a), if an Eligible Rollover Distribution is expected to total less than Two Hundred Dollars (\$200) during a year, such payment may not be directly rolled over.

Section 10.03. Acceptance of Eligible Rollover Distributions. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, for the purpose of purchasing Credited Service or repaying withdrawn Employee Contributions (including any Contributions made to purchase prior service credit, as applicable) as permitted under the Plan and the Employer's Adoption Agreement (i) a Participant may contribute to the Plan as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity under Code Sections 408(a) or (b), a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b), that is includible in

taxable income; or (ii) a Participant may make a direct rollover to the Plan of a qualified rollover amount from a qualified plan under Code Section 401(a) consisting of after-tax employee contributions that is not includible in taxable income provided that such amount will be separately accounted for under the Plan; provided, further, that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. Such rollovers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

Section 10.04. Acceptance of Trustee-to-Trustee Transfers. A Participant may make a direct trustee-to-trustee transfer from another Code Section 401(a) qualified retirement plan, a governmental deferred compensation plan under Code Section 457(b), or a tax-sheltered annuity under Code Section 403(b) for the purchase of permissive service credit, as defined in Code Section 415(n)(3)(A) and as permitted under the Plan and the Employer's Adoption Agreement, or for a repayment to which Code Section 415 does not apply by reason of Code Section 415(k)(3), as permitted under the Plan and the Employer's Adoption Agreement. Such transfers will be allowed to the extent permitted by law, subject to any conditions, proofs, or acceptance the Administrator deems appropriate.

ARTICLE XI.

LIMITATIONS ON BENEFITS

Section 11.01. Effective Date. The Plan shall be administered so as to comply with this Article for limitation years beginning on or after July 1, 2007, except as otherwise provided herein.

Section 11.02. Limitation on Annual Benefit.

(a) In no event shall the aggregate annual benefit for a calendar year (the "limitation year") provided under this Plan and all other defined benefit plans (without regard to whether the

plan has terminated) of the Employer for any Participant exceed an amount equal to One Hundred Sixty Thousand Dollars (\$160,000) as adjusted pursuant to Code Section 415(d)(1)(A).

(b) Adjustment for Benefits Commencing Before Age 62.

(1) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for the retirement income benefit commencement date (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-two (62) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of

participation less than ten (10), if required) multiplied by the ratio of the annual amount of the immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the immediately commencing straight life annuity under the Plan at age sixty-two (62), both determined without applying the limitations of this Article.

(3) If the retirement income benefit under the Plan begins before age sixty-two (62) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the determination as to whether the One Hundred Sixty Thousand Dollars (\$160,000) limitation has been satisfied shall be made by reducing the One Hundred Sixty Thousand Dollars (\$160,000) limitation so that such limitation (as so reduced) equals an annual benefit (beginning when such retirement income benefit begins) which is equivalent to a One Hundred Sixty Thousand Dollars (\$160,000) annual benefit beginning at age sixty-two (62). The age reduced dollar limit shall be the lesser of the equivalent amount computed using the actuarial table in Section 12.01 of the Plan for actuarial equivalence for early retirement benefits, and the amount computed using five percent (5%) interest and the applicable mortality table (to the extent that the mortality decrement is used prior to age sixty-two (62)).

(c) Adjustment for Benefits Commencing After Age 65.

(1) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan does not have an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date

is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required), with actuarial equivalence computed using a five percent (5%) interest rate assumption and the applicable mortality table for that retirement income benefit commencement date as specified in Section 11.02(e)(2)(B) of the Plan (expressing the Participant's age based on completed calendar months as of the retirement income benefit commencement date).

(2) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year beginning on or after July 1, 2007, and the Plan has an immediately commencing straight life annuity payable at both age sixty-five (65) and the age of benefit commencement, the One Hundred Sixty Thousand Dollar (\$160,000) limitation at the Participant's retirement income benefit commencement date is the lesser of the limitation determined under paragraph (1) and the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) multiplied by the ratio of the annual amount of the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date to the annual amount of the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65), both determined without applying the limitations of this Article. For this purpose, the adjusted immediately commencing straight life annuity under the Plan at the Participant's retirement income benefit commencement date is the annual amount of such annuity payable to the Participant, computed disregarding the Participant's accruals after age

sixty-five (65) but including actuarial adjustments even if those actuarial adjustments are used to offset accruals; and the adjusted immediately commencing straight life annuity under the Plan at age sixty-five (65) is the annual amount of such annuity that would be payable under the Plan to a hypothetical Participant who is age sixty-five (65) and has the same accrued benefit as the Participant.

(3) If the retirement income benefit under the Plan begins after age sixty-five (65) and occurs in a limitation year that begins on or after January 1, 2002, but prior to July 1, 2007, the One Hundred Sixty Thousand Dollar (\$160,000) limitation for the Participant's retirement income benefit commencement date is the annual amount of a benefit payable in the form of a straight life annuity commencing at the Participant's retirement income benefit commencement date that is the actuarial equivalent of the One Hundred Sixty Thousand Dollar (\$160,000) limitation (adjusted under subsection (h) for years of participation less than ten (10), if required) with actuarial equivalence computed using whichever of the following produces the smaller annual amount: (i) the actuarial increase factors specified in Section 12.05 of the Plan; or (ii) a five percent (5%) interest rate assumption and the applicable mortality table as specified in Section 11.02(e)(2)(B) of the Plan.

(d) Notwithstanding the other requirements of this section, in adjusting the dollar limitation for the Participant's retirement income benefit commencement date under subsection (b) or (c), as applicable, no adjustment shall be made to the One Hundred Sixty Thousand Dollar (\$160,000) limitation to reflect the probability of a Participant's death between the retirement income benefit commencement date and age sixty-two (62), or between age sixty-five (65) and the retirement income benefit commencement date, as applicable, if benefits are not forfeited

upon the death of the Participant prior to the retirement income benefit commencement. To the extent benefits are forfeited upon death before the retirement income benefit commencement date, such an adjustment shall be made. Furthermore, notwithstanding the requirements of this section, the adjustments provided for in subsections (b) and (c) shall not apply (i) in the event the Participant's benefit is based on at least fifteen (15) years of service as a full-time employee of any police or fire department or on fifteen (15) years of military service, or (ii) in the case of pre-retirement disability benefits or pre-retirement death benefits.

(e) Adjustment for Form Not Subject to Code Section 417(e)(3). For distributions made in any form other than a straight life annuity or a qualified joint and survivor annuity to which Code Section 417(e)(3) does not apply [generally, a monthly benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarial equivalent of such benefit.

(1) For limitation years beginning before July 1, 2007, the actuarially equivalent straight life annuity for purposes of applying the limitations under Code Section 415(b) to benefits is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the equivalent annual benefit computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial equivalence for the particular form of benefit payable, and

(B) the equivalent annual benefit computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal

Revenue Service guidance (the mortality table specified in Revenue Ruling 98-1 prior to 2003 or Revenue Ruling 2001-62 on or after January 1, 2003).

(2) For limitation years beginning on or after July 1, 2007, the actuarially equivalent straight life annuity is equal to the greater of (or the reduced limitation applicable at the retirement income benefit commencement date which is the "lesser of" when adjusted in accordance with the following assumptions):

(A) the annual amount of the straight life annuity (if any) payable to the Participant under the Plan commencing at the same retirement income benefit commencement date as the Participant's form of benefit; and

(B) the annual amount of the straight life annuity commencing at the same retirement income benefit commencement date that has the same actuarial present value as the Participant's form of benefit, computed using a five percent (5%) interest rate assumption and the applicable mortality table described in Internal Revenue Service guidance (the mortality table specified in Revenue Ruling 2001-62 on or after January 1, 2003) and, for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Internal Revenue Service Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)).

(f) Adjustment for Form Subject to Code Section 417(e)(3). As required by final Treasury Regulations, for distributions made in any form to which Code Section 417(e)(3) applies [generally, a lump sum benefit], such benefit shall be adjusted to a straight life annuity, beginning at the same age, which is the actuarially equivalent straight life annuity benefit which is the greatest of (or the reduced limitation applicable at the retirement income benefit

commencement date which is the "least of" when adjusted in accordance with the following assumptions):

(1) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using the interest rate and mortality table, or tabular factor, specified in Article XII of the Plan for actuarial experience;

(2) The annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable, computed using a five and five-tenths percent (5.5%) interest assumption (or the applicable statutory interest assumption) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62) and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)); or

(3) the annual amount of the straight life annuity commencing at the retirement income benefit commencement date that has the same actuarial present value as the particular form of benefit payable computed using the applicable interest rate for the distribution under Internal Revenue Service guidance (the 30-year Treasury rate prior to January 1, 2008, using the rate in effect for the month prior to retirement; on and after January 1, 2008, using the rate in effect for the first day of the plan year with a one-year

stabilization period; and on and after January 1, 2015, using the rate in effect for the September prior to the plan year of distribution with a one-year stabilization period) and (i) for years prior to January 1, 2009, the applicable mortality tables for the distribution under Treasury Regulation Section 1.417(e)-1(d)(2) (the mortality table specified in Revenue Ruling 98-1 prior to 2003 and Revenue Ruling 2001-62 or any subsequent Revenue Ruling modifying the applicable provisions of Revenue Ruling 2001-62), and (ii) for years after December 31, 2008, the applicable mortality tables described in Code Section 417(e)(3)(B) (Notice 2008-85 or any subsequent Internal Revenue Service guidance implementing Code Section 417(e)(3)(B)), divided by one and five-one-hundredths (1.05). However, effective for benefits commencing during limitation years beginning after December 31, 2008, this paragraph (3) does not apply to a Plan maintained by an eligible employer as defined under Code Section 408(p)(2)(C)(i) (generally, an Employer that had no more than one hundred (100) employees who received at least Five Thousand Dollars (\$5,000) of compensation from the Employer during the preceding year).

(g) Limitations on benefits under this Article shall not apply where the total annual benefits payable to a Participant under this Plan and all other qualified defined benefit plans (whether or not terminated) of the Employer do not exceed Ten Thousand Dollars (\$10,000) in the aggregate. This minimum limitation is not applicable for a Participant whose Employer maintains or has maintained a defined contribution plan in which such Participant participated.

(h) The Ten Thousand Dollars (\$10,000) minimum limitation, if provided, must be reduced where a Participant has less than ten (10) years of service with the Employer at the time the Participant begins to receive retirement benefits under the Plan, and the maximum dollar

limitation must be reduced where a Participant has less than ten (10) years of participation when retirement benefits under the Plan commence. These adjustments are made by multiplying the applicable limitations by the appropriate fraction:

(A) For the Ten Thousand Dollars (\$10,000) minimum limitation – Years of service with the employer as of and including, the current limitation year divided by ten (10); or

(B) For the maximum dollar limitation – Years of participation with the employer as of and including, the current limitation year divided by ten (10).

(i) For purposes of applying the limits under Code Section 415(b) (Limit), the following will apply:

(1) prior to any limitation year beginning on or after July 1, 2007, adjustments under Section 6.05, will be taken into consideration when determining a Participant's applicable Limit;

(2) for any limitation year beginning on or after July 1, 2007:

(A) a Participant's applicable Limit will be applied to the Participant's annual benefit in the Participant's first limitation year without regard to any automatic cost of living adjustments under Section 6.05;

(B) to the extent the Participant's benefit equals or exceeds the Limit, the Participant will no longer be eligible for cost of living adjustments under Section 6.05 until such time as the benefit plus the accumulated adjustments under Section 6.05 are less than the Limit;

(C) thereafter, in any subsequent limitation year, a Participant's annual benefit, including any automatic cost of living increases under Section 6.05, shall

be tested under the then applicable benefit Limit including any adjustment to the Code Section 415(b)(1)(A) dollar limit under Code Section 415(d), and the regulations thereunder; but

(D) in no event shall a Participant's benefit payable under the Plan in any limitation year be greater than the Limit applicable at the annuity starting date, as increased in subsequent years pursuant to Code Section 415(d) and the regulations thereunder. If the form of benefit without regard to the automatic benefit increase feature is not a straight life annuity, then the preceding provisions are applied by reducing the Code Section 415(b) limit applicable at the annuity starting date to an actuarially equivalent amount (determined using the assumptions specified in Treasury Regulation Section 1.415(b)-1(c)(2)(ii)) that takes into account the death benefits under the form of benefit.

Section 11.03. Limitation on Annual Additions.

(a) Effective beginning on and after January 1, 2002, to the extent required under Code Section 415(c), in no event shall the "annual addition" for a Participant for any calendar year (the "limitation year"), exceed the lesser of:

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

(2) One hundred percent (100%)) of the "compensation" of such Participant received from an Adopting Employer during the limitation year.

(b) For purposes of this Section, "compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on

the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, for limitation years beginning after December 31, 1997, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the Adopting Employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, but shall exclude Employee contributions picked up under Code Section 414(h)(2). For limitations years beginning after December 31, 2000, compensation shall also include any amount deferred by the Adopting Employer at the election of the Employee which is not includable in the gross income of the Employee by reason of Code Section 132(f)(4). For limitation years beginning on or after July 1, 2007, the following types of payments, if paid by the later of (i) two and one-half (2½) months following a Participant's Termination of Employment, or (ii) the last day of the limitation year that includes the Participant's Termination of Employment, will be included as compensation for purposes of this Section: payments that, absent a Termination of Employment, would have been paid to the Participant while the Participant continued in employment and that are regular compensation for services rendered, and payments of accrued bona fide sick, vacation, or other leave, but only if the Participant would have been able to use the leave if employment had continued. Any payments not described in the preceding sentence are not considered compensation if paid after severance from employment, even if they are paid within two and one-half (2½) months following severance from employment, except for payments to the individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(1)) to the extent these payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the

Employer rather than entering qualified military service. An Employee who is in qualified military service (within the meaning of Code Section 414(u)(1)) shall be treated as receiving compensation from the Employer during such period of qualified military service equal to (i) the compensation the Employee would have received during such period if the Employee were not in qualified military service, determined based on the rate of pay the Employee would have received from the Employer but for the absence during the period of qualified military service, or (ii) if the compensation the Employee would have received during such period was not reasonably certain, the Employee's average compensation from the Employer during the twelve (12) month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service). For limitation years beginning on or after July 1, 2007, a Participant's compensation for purposes of this Section shall not exceed the annual limit under Code Section 401(a)(17).

(c) For purposes of this Section, "annual addition" means the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other plan maintained by an Employer: (i) employer contributions; (ii) employee contributions; (iii) forfeitures; and (iv) allocations under a simplified employee pension plan. Amounts allocated after March 31, 1984, to an individual medical account, as defined in Code Section 415(l)(2), which is part of a pension or annuity plan maintained by an Employer are treated as annual additions to a defined contribution plan. Also, amounts derived from contributions paid or accrued after December 31, 1985, in taxable years ending after such date, which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code Section 419A(d)(3), under a welfare benefit fund, as defined in

Code Section 419(e), maintained by an Employer are treated as annual additions to a defined contribution plan.

(d) If the annual addition for a Participant under the Plan would be greater than the annual addition for such Participant as limited by subsection (a), then the excess shall be corrected as permitted under the IRS Employee Plans Compliance Resolution System (currently set forth in Revenue Procedure 2008-50).

Section 11.04. Code Section 415(e) Limits. For limitation years beginning on and after January 1, 2000, any benefit limitations applied pursuant to Code Section 415(e) shall no longer apply for employees or former employees who are Participants with an accrued benefit under the Plan on or after January 1, 2000.

Section 11.05. Limitations on Service Credit Purchases.

(a) Notwithstanding any other provision of law to the contrary, if an Adopting Employer adopts an Addendum to the Adoption Agreement that provides for service credit purchases, the Administrator may modify a request by a Participant to make an Employee Contribution if the amount of the Contribution would exceed the limits provided in Code Section 415 by using the following methods:

(1) If the law requires a lump sum payment for the purchase of service credit, the Administrator may establish a periodic payment plan for the Participant to avoid a contribution in excess of the limits under Code Sections 415(c) or 415(n).

(2) If payment pursuant to paragraph (1) will not avoid a contribution in excess of the limits imposed by Code Section 415(c), the Administrator may either reduce the Employee Contribution to an amount within the limits of that section or refuse the Participant's Contribution.

(b) Effective for any permissive service credit contributions made in limitation years beginning after December 31, 1997, if a Participant makes one (1) or more contributions to purchase permissive service credit under an Adopting Employer's Plan, then the requirements of this Section will be treated as met only if:

(1) the requirements of Code Section 415(b) are met, determined by treating the accrued benefit derived from all such Contributions as an annual benefit for purposes of Code Section 415(b), or

(2) the requirements of Code Section 415(c) are met, determined by treating all such Contributions as annual additions for purposes of Code Section 415(c).

(3) For purposes of applying paragraph (1), the Plan will not fail to meet the reduced limit under Code Section 415(b)(2)(C) solely by reason of this paragraph (3), and for purposes of applying paragraph (2), the Plan will not fail to meet the percentage limitation under Code Section 415(c)(1)(B) solely by reason of this subsection (b).

(4) For purposes of this subsection (b) the term "permissive service credit" means service credit—

(A) recognized by the Plan for purposes of calculating a Participant's benefit under the Plan,

(B) which such Participant has not received under the Plan, and

(C) which such Participant may receive only by making a voluntary additional contribution, in an amount determined under the Plan, which does not exceed the amount necessary to fund the benefit attributable to such service credit.

Effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, such term may include service credit for periods for which there is no

performance of service, and, notwithstanding subparagraph (B), may include service credited in order to provide an increased benefit for service credit which a Participant is receiving under the Plan.

(5) The Plan will fail to meet the requirements of this subsection (b) if—

(A) more than five (5) years of nonqualified service credit are taken into account for purposes of this paragraph (5), or

(B) any nonqualified service credit is taken into account under this subsection (b) before the Participant has at least five (5) years of participation under the Plan.

(6) For purposes of paragraph (5), effective for permissive service credit contributions made in limitation years beginning after December 31, 1997, the term "nonqualified service credit" means permissive service credit other than that allowed with respect to—

(A) service (including parental, medical, sabbatical, and similar leave) as an employee of the Government of the United States, any State or political subdivision thereof, or any agency or instrumentality of any of the foregoing (other than military service or service for credit which was obtained as a result of a repayment described in Code Section 415(k)(3)),

(B) service (including parental, medical, sabbatical, and similar leave) as an employee (other than as an employee described in subparagraph (A)) of an education organization described in Code Section 170(b)(1)(A)(ii) which is a public, private, or sectarian school which provides elementary or secondary

education (through grade 12), or a comparable level of education, as determined under the applicable law of the jurisdiction in which the service was performed,

(C) service as an employee of an association of employees who are described in subparagraph (A), or

(D) military service (other than qualified military service under Code Section 414(u)) recognized by such governmental plan.

In the case of service described in subparagraph (A), (B), or (C), such service will be nonqualified service if recognition of such service would cause a Participant to receive a retirement benefit for the same service under more than one Plan.

(7) In the case of a trustee-to-trustee transfer after December 31, 2001, to which Code Section 403(b)(13)(A) or 457(e)(17)(A) applies (without regard to whether the transfer is made between plans maintained by the same employer)—

(A) the limitations of paragraph (6) will not apply in determining whether the transfer is for the purchase of permissive service credit, and

(B) the distribution rules applicable under federal law to the Plan will apply to such amounts and any benefits attributable to such amounts.

(8) For an eligible Participant, the limitation of Code Section 415(c)(1) shall not be applied to reduce the amount of permissive service credit which may be purchased to an amount less than the amount which was allowed to be purchased under the terms of the Plan as in effect on August 5, 1997. For purposes of this paragraph (8), an eligible Participant is an individual who first became a Participant in the Plan before January 1, 1998.

Section 11.06. Interpretation of this Article.

(a) The annual additions and annual benefit of a Participant shall be adjusted pursuant to this Article so as to produce the maximum annual benefit and maximum annual additions permissible for such Participant.

(b) For purposes of this Section and subject to Code Section 415(f), all defined benefit plans of an Adopting Employer, whether or not terminated, are to be treated as a single defined benefit plan, and all defined contribution plans of an Adopting Employer are to be treated as a single defined contribution plan. However, Adopting Employers shall be considered as separate Employers in accordance with State law. The ability of an Adopting Employer to amend the Adoption Agreement to the extent necessary to satisfy Code Section 415 is provided by and subject to Section 18.01.

ARTICLE XII.

ACTUARIAL EQUIVALENT CONVERSION TABLES

Section 12.01. Early Retirement Reduction Table. Unless otherwise elected in the Adoption Agreement or an Addendum thereto, the following early retirement reduction table is to be used:

<u>Number of Years Before Normal Retirement*</u>	<u>Percentage of Normal Retirement Benefit</u>
0	1.000
1	.933
2	.867
3	.800
4	.733
5	.667
6	.633
7	.600
8	.567
9	.533
10	.500
11	.467

12	.433
13	.400
14	.367
15	.333

*Interpolate for whole months.

Section 12.02. Option B Tables.

(a) Participant Same Age Or Older –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is the same age as or older than the Participant's Beneficiary:

Participant Age - Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	0.848	0.881	0.918	0.957
1	0.841	0.876	0.913	0.955
2	0.834	0.870	0.909	0.952
3	0.827	0.864	0.905	0.950
4	0.820	0.859	0.901	0.948
5	0.814	0.853	0.897	0.946
6	0.807	0.848	0.893	0.944
7	0.801	0.843	0.890	0.942
8	0.795	0.838	0.886	0.940
9	0.790	0.833	0.882	0.938
10	0.784	0.829	0.879	0.936
11	0.779	0.824	0.876	0.934
12	0.774	0.820	0.872	0.932
13	0.769	0.816	0.869	0.930
14	0.764	0.812	0.866	0.928
15	0.760	0.808	0.864	0.927
16	0.756	0.805	0.861	0.925
17	0.752	0.801	0.858	0.924
18	0.748	0.798	0.856	0.922
19	0.744	0.795	0.854	0.921
20	0.741	0.792	0.851	0.920
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent Annuity Percentage	Extrapolation Factor
100%	.004
75%	.003
50%	.002
25%	.001

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is the same age or older than the Participant's Beneficiary:

Participant Age – Beneficiary Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
0	.833	.870	.909	.952
1	.826	.864	.905	.950
2	.819	.857	.900	.947
3	.811	.851	.896	.945
4	.804	.845	.891	.943
5	.797	.839	.887	.940
6	.790	.833	.882	.938
7	.783	.828	.878	.935
8	.776	.822	.874	.933
9	.769	.816	.870	.930
10	.763	.811	.866	.928
11	.757	.806	.861	.926
12	.751	.800	.858	.923
13	.745	.795	.854	.921
14	.739	.791	.850	.919
15	.733	.786	.846	.917
16	.728	.781	.843	.915
17	.723	.777	.839	.913
18	.718	.772	.836	.911
19	.713	.768	.833	.909
20	.708	.764	.830	.907
21 or more	*	*	*	*

*Factor for twenty (20) year age difference minus extrapolation factor below times number of years in excess of twenty (20) that Participant's age exceeds the Participant's Beneficiary's age.

Contingent

Annuity
Percentage

Extrapolation
Factor

100%	.005
75%	.004
50%	.003
25%	.002

(b) Participant Younger –

(1) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

<u>Beneficiary Age - Participant Age</u>	<u>Contingent Annuity Factor</u>			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	0.855	0.887	0.922	0.959
2	0.863	0.893	0.926	0.962
3	0.870	0.899	0.930	0.964
4	0.877	0.905	0.935	0.966
5	0.885	0.911	0.939	0.968
6	0.892	0.917	0.943	0.971
7	0.899	0.922	0.947	0.973
8	0.906	0.928	0.951	0.975
9	0.913	0.933	0.955	0.977
10	0.920	0.939	0.958	0.979
11	0.926	0.944	0.962	0.980
12	0.932	0.948	0.965	0.982
13	0.938	0.953	0.968	0.984
14	0.944	0.957	0.971	0.985
15	0.949	0.961	0.974	0.987
16	0.954	0.965	0.977	0.988
17	0.959	0.969	0.979	0.989
18	0.963	0.972	0.981	0.990
19	0.967	0.975	0.983	0.992
20	0.971	0.978	0.985	0.992
21 or more	0.974	0.980	0.987	0.993

(2) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021, with respect to a Participant who is younger than the Participant's Beneficiary:

Beneficiary Age – Participant Age	Contingent Annuity Factor			
	<u>100%</u>	<u>75%</u>	<u>50%</u>	<u>25%</u>
1	.841	.876	.914	.955
2	.848	.882	.918	.957
3	.856	.888	.922	.960
4	.863	.894	.926	.962
5	.870	.899	.931	.964
6	.877	.905	.935	.966
7	.885	.911	.939	.968
8	.892	.916	.943	.970
9	.898	.922	.947	.973
10	.905	.927	.950	.974
11	.912	.932	.954	.976
12	.918	.937	.957	.978
13	.924	.942	.960	.980
14	.930	.946	.964	.981
15	.935	.951	.967	.983
16	.941	.955	.969	.984
17	.945	.959	.972	.986
18	.950	.962	.974	.987
19	.955	.966	.977	.988
20	.959	.969	.979	.989
21 or more	.960	.970	.980	.990

Section 12.03. Option C Table.

(a) The following table is to be used for Participants who begin drawing Retirement benefits on or after April 1, 2021:

Period	Factor
5 Years	.985
10 Years	.947
15 Years	.898
20 Years	.846

(b) The following table is to be used for Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Period</u>	<u>Factor</u>
5 Years	.973
10 Years	.911
15 Years	.842
20 Years	.780

Section 12.04. Life Annuity Factors to be Used in Computing Actuarial Reserve

Death Benefit.

(a) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after April 1, 2021:

Age	Factor	Age	Factor
21	12.7738	43	12.2346
22	12.7581	44	12.1725
23	12.7424	45	12.1045
24	12.7268	46	12.0302
25	12.7112	47	11.9493
26	12.6959	48	11.8616
27	12.6805	49	11.7667
28	12.6653	50	11.6643
29	12.6500	51	11.5536
30	12.6344	52	11.4383
31	12.6184	53	11.3184
32	12.6017	54	11.1942
33	12.5838	55	11.0658
34	12.5644	56	10.9331
35	12.5427	57	10.7963
36	12.5187	58	10.6551
37	12.4917	59	10.5088
38	12.4613	60	10.3561
39	12.4263	61	10.1959
40	12.3865	62	10.0267
41	12.3414	63	9.8470
42	12.2908	64	9.6560
		65	9.4536

(b) The following table is to be used for to calculate actuarial reserve death benefits, if any, payable on behalf of a Participant who dies on or after January 1, 2013 and prior to April 1, 2021:

<u>Age</u>	<u>Factor</u>	<u>Age</u>	<u>Factor</u>
21	12.5773	43	11.4236
22	12.5567	44	11.3274
23	12.5337	45	11.2264
24	12.5082	46	11.1207
25	12.4804	47	11.0102
26	12.4501	48	10.8952
27	12.4170	49	10.7755
28	12.3809	50	10.6509
29	12.3416	51	10.5213
30	12.2994	52	10.3869
31	12.2541	53	10.2479
32	12.2056	54	10.1041
33	12.1535	55	9.9552
34	12.0976	56	9.8010
35	12.0383	57	9.6415
36	11.9754	58	9.4769
37	11.9088	59	9.3076
38	11.8384	60	9.1331
39	11.7640	61	8.9537
40	11.6855	62	8.7698
41	11.6026	63	8.5818
42	11.5154	64	8.3903
		65	8.1958

Section 12.05. Late Retirement Actuarial Increase Factors.

(a) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1133
67	1.2425
68	1.3904
69	1.5603
70	1.7566

71	1.9843
72	2.2498
73	2.5613
74	2.9285
75	3.3646

*Assumes Normal Retirement at Age 65

(b) The following table is to be used with respect to Participants who begin drawing Retirement benefits on or after January 1, 2013 and prior to April 1, 2021:

<u>Current Age*</u>	<u>Factor</u>
65	1.0000
66	1.1317
67	1.2850
68	1.4645
69	1.6755
70	1.9246
71	2.2204
72	2.5734
73	2.9967
74	3.5073
75	4.1274

*Assumes Normal Retirement at Age 65

Figure factor using years and months. Divide difference between next highest age factor and age factor lower, by twelve (12), then multiply by number of months. Add this onto age for years factor to arrive at correct factor. (Round off to 4 decimals). Note: If normal retirement age differs from sixty-five (65), factors must be supplied by Actuary.

Section 12.06. Offset Calculations; Other Annuity Forms. Actuarial equivalence factors and conversion factors for other annuity forms shall be computed by an enrolled Actuary on an actuarially equivalent basis. Actual Participant and Beneficiary ages are used for purposes of Section 6.06. Conversion factors for other annuity forms assume the Participant is retiring at age sixty-five (65).

Effective on or after April 1, 2021, the actuarial equivalence factors for Participants for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for

males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%). Likewise, effective on or after April 1, 2021, the actuarial equivalence factors for Beneficiaries for purposes of Section 6.06 and the conversion factors for purposes of other annuity forms are computed using 25% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for males with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the male improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023, plus 75% of the Pri-2012 head-count weighted Healthy Retiree Mortality Table for females with rates multiplied by 1.25 and projected generationally from 2012 using 60% of the female improvement rates under the 2019 OASDI Trustees Report for the intermediate alternative with maturity values calculated as of 2023 and with interest of seven and three-eighths percent (7.375%).

Effective January 1, 2018 through March 31, 2021, the actuarial equivalence factors for purposes of Section 6.06 shall be computed using the male RP 2000 Mortality Table set forward two (2) years for Participants and the female RP 2000 Mortality Table set forward one (1) year for Beneficiaries and with interest of seven and one-half percent (7.5%).

Effective January 1, 2018 through March 31, 2021, the conversion factors for other annuity forms are based on the UP 1984 Mortality Table without age setback and with interest of eight percent (8.0%).

Section 12.07. Lump Sum Payments. Effective January 1, 2001, a single sum distribution of benefits payable under Section 7.05, or upon plan termination, or if required for compliance with Code Section 401(a)(9), shall be computed on the basis of the actual age of the Participant and/or Beneficiary at the time of distribution and under the following actuarial assumptions:

(a) **Interest:** The applicable interest rate established by the Internal Revenue Service under Code Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006, as in effect for the month of September preceding the calendar year during which the distribution is paid.

(b) **Mortality:** The applicable mortality table established by the Internal Revenue Service pursuant to IRC Section 417(e)(3) and accompanying regulations, without regard to updates under the Pension Protection Act of 2006.

(c) **Age at Which Payments Begin:** The greater of the Normal Retirement Date or the age at the time of distribution to the Participant and/or Beneficiary.

ARTICLE XIII.

CONTRIBUTIONS

Section 13.01. Adopting Employer Contributions. The Adopting Employer shall make the necessary Contributions to fund the Plan. The amount of these Contributions shall be based upon the actuarial assumptions adopted by the Board of Trustees, the benefits provided in the Plan, and the number of Participants and their respective ages, Earnings, and lengths of Creditable Service and such other factors as the Board of Trustees shall deem appropriate to

assure proper funding of the Plan. Contributions by the Adopting Employer shall be applied as necessary to assure the payment of Accrued Benefits to Participants and Beneficiaries. Employer Contributions received by GMEBS by the last day of any month shall accrue Interest from the first day of the following month.

Section 13.02. Employee Contributions. Participants or certain classes of Participants may be required to make Contributions to the Plan as specified in the Adoption Agreement. Unless otherwise specified by the Adopting Employer, Employee Contributions shall accrue interest at the same rate and in the same manner as Employer Contributions. When elected by the Adopting Employer to be picked up, the Adopting Employer shall pick up and pay contributions in accordance with Code Section 414(h)(2) as follows:

(1) The contributions, although designated as Employee contributions, shall be paid by that Adopting Employer in lieu of contributions by the Employee as elected by the Adopting Employer in the Adoption Agreement, which shall be effective on a prospective basis and constitute written formal action to implement the pick-up, and

(2) The Employee must not be given the option, on or after the effective date of the pick-up, to have a cash or deferred election right (within the meaning of Treasury Regulation Section 1.401(k)-1(a)(3)) with respect to designated Employee contributions, which includes not having the option of receiving the amounts directly instead of having them paid to the Plan.

Section 13.03. Withdrawal of Employee Contributions.

(a) Unless otherwise specified in the Adoption Agreement, if a non-vested Participant's employment is terminated for any reason other than death, the Participant shall request a withdrawal of the Participant's Employee Contributions plus interest, if any.

(b) Unless otherwise specified in the Adoption Agreement, if a vested Participant's employment is terminated for any reason other than death or Retirement, the Participant may request a withdrawal of the Participant's Employee Contributions (including any Contributions made to purchase prior service credit) plus interest, unless the Participant chooses to claim the Participant's vested benefit, in which case the Participant's Employee Contributions shall not be withdrawn.

(c) Upon the Participant's termination, the Pension Committee shall provide notice to the Participant of the opportunity to withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto), and the Participant shall have sixty (60) days after receipt of such notice to submit a request for withdrawal on an Applicable Form provided for that purpose. Failure to make such a request within this sixty (60) day period shall result in the forfeiture of a vested Participant's right to request withdrawal upon termination and shall result in forfeiture of a non-vested Participant's right to the accrual of further interest. Unless otherwise specified in the Adoption Agreement or any Addendum thereto, upon withdrawal of Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) pursuant to this Section, the Participant shall forfeit for the Participant, the Participant's heirs and assigns all the Participant's rights, title, and interest in the Plan, except as provided in subsection (d) below. Employee Contributions shall be returned to the Participant within ninety (90) days of the receipt of the Participant's request. A Participant may not withdraw Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) as long as the Participant remains in the employment of the Adopting Employer and the

Participant may not borrow against Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) at any time. A partial withdrawal of Employee Contributions is not permitted. Unless otherwise provided in the Adoption Agreement or any Addendum thereto, if a Participant who has made both mandatory Employee Contributions and Contributions to purchase prior service credit withdraws any of such Contributions, all mandatory Employee Contributions and Contributions to purchase prior service credit shall be withdrawn.

(d) Except as otherwise provided in the Employer's Adoption Agreement or any Addendum thereto, if a Participant withdraws Employee Contributions (including any Contributions made to purchase prior service credit, if permitted under the Adoption Agreement or any Addendum thereto) in accordance with this Section, and if such Participant later resumes employment with the Adopting Employer in an Eligible Employee class, then any service credit or benefit amount forfeited by virtue of the withdrawal may be reinstated upon the Participant's reemployment with the Adopting Employer, provided: (1) the Participant repays within six (6) months following the reemployment date and prior to Termination of Employment with the Adopting Employer all amounts previously withdrawn plus interest at the assumed actuarial rate of return for the GMEBS Retirement Fund established by the Board as of date of repayment, compounded annually from the date of return of contributions through the date of repayment; and (2) provided the Participant satisfied the break in service rules, as applicable. Repayment of Employee Contributions (including any Contributions made to purchase prior service credit) under this subsection shall be made in a single lump sum, by a rollover or transfer of pre-tax funds described in Sections 10.03 and 10.04 of this Plan, a lump sum payment of after-tax funds,

after-tax payroll deductions, or any other method established by the Board, subject to any limitations included in the Adoption Agreement or any Addendum thereto.

(e) For purposes of this Section, the amount of "interest" shall be determined as of the date that the withdrawal under this Section is made, and the amount of interest shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

Section 13.04. Cessation of Contributions Without Penalty. The Employer may provide in the Adoption Agreement that Participants who have met certain retirement benefit eligibility requirements shall no longer be required to make contributions to the Plan. Effective on or after October 1, 2016, Participants who are receiving an In-Service Distribution or who are otherwise receiving Retirement benefits while employed with the Adopting Employer shall not be required to make contributions to the Plan.

Section 13.05. Continued Contributions During Leave of Absence. Subject to the applicable limits of Code Section 415, if the terms of an authorized leave of absence permit the Participant to continue accumulating Credited Service during said leave of absence, the Participant shall be required to continue making Employee Contributions in the same amount and at the same rate as immediately prior to the commencement of the leave of absence.

Section 13.06. Return of Contributions Upon Failure to Exhaust.

(a) **Death of a Retired Participant.** If a Retired Participant elects the Option A form of benefit payment, and if upon the death of the Participant the sum of all benefits paid to the Participant does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference, less any amounts paid to the Retired Participant's surviving Spouse or to the Retired Participant's estate

pursuant to Section 8.12, shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Retired Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary predeceases the Participant, and 3) upon the death of the Retired Participant, the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee Contributions plus interest posted thereon, then a lump sum payment in the amount of the difference shall be paid to the Retired Participant's designated beneficiary as defined in this subsection (a), or if there is no such designated beneficiary, to the Participant's estate. In the event that 1) a Retired Participant elects retirement benefit payment Option B or C, 2) the Post-Retirement Beneficiary survives the Retired Participant and dies after such Beneficiary has begun receiving survivor benefit payments, and 3) the sum of all benefits paid does not equal or exceed the amount of the Participant's Employee contributions plus interest posted thereon, said lump sum payment shall be paid to the Post-Retirement Beneficiary's designated beneficiary as defined in this subsection (a) or, if there is no such designated beneficiary, to the Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Retired Participant or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(b) In-Service Death of Participant Before Satisfying Pre-Retirement Death Benefit Eligibility Requirements; Death of Terminated Vested Participant Where No Terminated Vested Death Benefit Is Payable. If a Participant dies in the Service of an Adopting Employer before satisfying the eligibility requirements for an in-service death benefit, the Participant's Employee

Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. If a Terminated Vested Participant dies before Retirement and the Plan does not provide for Terminated Vested death benefits to be payable upon the death of such Participant, the Participant's Employee Contributions plus interest posted thereon, if any, shall be paid to the Participant's designated beneficiary as defined in this subsection (b), or if there is no such designated beneficiary, to the Participant's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Participant and the term "surviving" shall mean surviving the Participant by at least thirty-two (32) days.

(c) Death of a Participant or Terminated Vested Participant After Satisfying Pre-Retirement Death Benefit Eligibility Requirements. The following provision shall apply in the event that a Participant or Terminated Vested Participant who has satisfied the eligibility requirements for a pre-retirement death benefit dies before Retirement, and payments are made to a Pre-Retirement Beneficiary under the Plan. In the event the sum of all pre-retirement benefits paid to a Pre-Retirement Beneficiary(ies) by virtue of the death of a Participant or Terminated Participant, as applicable, does not equal or exceed the amount of the Participant's or Terminated Participant's Employee Contributions plus interest posted thereon, a lump sum payment in the amount of the difference shall be paid to the Pre-Retirement Beneficiary's designated beneficiary as defined in this subsection (c), or if there is no such designated beneficiary, to the estate of the Pre-Retirement Beneficiary (or the designated beneficiary or estate of the last Pre-Retirement Beneficiary receiving payment, as applicable with respect to Plans that permit payment to multiple Pre-Retirement Beneficiaries). For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of the Pre-

Retirement Beneficiary and the term "surviving" shall mean surviving the Pre-Retirement Beneficiary by at least thirty-two (32) days.

(d) For purposes of this Section, the amount of "interest posted" shall be determined as of the date that the lump sum payment payable under this Section is distributed, and the amount of interest posted shall comply with any applicable provisions of Section 4(i)(10)(B)(i) of the Age Discrimination in Employment Act ("ADEA").

ARTICLE XIV.

PENSION COMMITTEE

Section 14.01. Creation and Composition. There shall be a Pension Committee for each Adopting Employer. Unless otherwise specified in the Adoption Agreement, the Pension Committee shall be composed of the following:

For Municipal Corporations:

- (a) City Clerk and City Manager.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Three (3) appointed members of the Governing Authority.

For Other Adopting Employers:

- (a) Executive Director.
- (b) Two (2) Employee representatives appointed by the Governing Authority.
- (c) Four (4) appointed members of the Governing Authority.

Section 14.02. Responsibilities. The Pension Committee shall have the following responsibilities:

(a) In its dealings with GMEBS or its duly appointed representatives, the Pension Committee shall:

(1) Assure that accurate and complete information is furnished to GMEBS with respect to eligibility for participation, Total Credited Service, Earnings, and Final Average Earnings of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are designated as Eligible Employees in the Adoption Agreement.

(2) Assure the collection and remittance to GMEBS of all required Contributions (including Employee Contributions, if applicable).

(3) Collect, and furnish to GMEBS, in accordance with its rules and regulations, all reports, forms, and other records required or necessary to administer the Plan, including but not limited to completed applications for participation (if applicable), employee elections to participate (if participation is optional for a particular class), employee census reports reflecting information necessary to complete the annual plan valuation, completed pre-retirement beneficiary designation forms, completed leave of absence reports, and completed retirement applications (including disability retirement applications, if the Adopting Employer has elected in its Adoption Agreement to provide disability retirement benefits).

(4) Provide reasonable prior notice to GMEBS of any amendments that the Adopting Employer intends to make to the Adoption Agreement.

(5) Notify GMEBS of the termination of Participating Employees, and, if they are permitted in the Adoption Agreement to participate in the Plan, the vacation of office by elected or appointed members of the Governing Authority and Municipal Legal Officers. Said notification should indicate whether the Employee has been involuntarily

terminated without cause (see Section 9.04 concerning 5-year vesting for Employees involuntarily terminated without cause).

(6) Notify GMEBS when the Adopting Employer learns that an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary has been convicted of a public employment-related crime or other crime which could result in a reduction or forfeiture of benefits (see Section 9.06).

(7) If the Adopting Employer has elected in the Adoption Agreement to provide disability retirement benefits, notify GMEBS of determinations made by the Pension Committee with respect to disability (see Section 2.23(b)) or continuation of disability (see Section 6.06(e)).

(8) Notify GMEBS when the Adopting Employer learns of the death of an Eligible Employee, Participant, Terminated Vested Participant, Retired Participant, or Beneficiary.

(b) In dealing with those persons participating or eligible to participate in the Plan, the Pension Committee shall:

(1) Be responsible for the enrollment of Eligible Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers if they are included as Eligible Employees in the Adoption Agreement.

(2) Handle distribution of all reports, forms, or other plan-related materials to Participants, including but not limited to plan summary booklets and annual participant statements.

(3) Handle disputes between the Adopting Employer and Participants in all matters regarding the Plan and notify GMEBS of same.

(4) Handle and distribute as necessary any notices of eligibility, benefits, available options, and any other notices required by this Plan, Contract, or rules and regulations of GMEBS.

(5) Address Employee inquiries concerning eligibility for participation in the Plan, enrollment, eligibility for retirement, disability, and/or death benefits, benefit payment options, and other terms, conditions, and features of the Plan.

(c) The Pension Committee is not authorized to interpret the Basic Plan Document, or matters of State and federal law as they relate to interpretation of the Basic Plan Document. These matters are reserved for the sole discretion of the Board.

Section 14.03. Secretary. The Adopting Employer shall designate in the Adoption Agreement a Pension Committee Secretary who shall have full authority to represent the Pension Committee in all communications with GMEBS and the Adopting Employer's Employees, including elected or appointed members of the Governing Authority and Municipal Legal Officers.

Section 14.04. Legal Assistance. The City Attorney or other attorney appointed by the Governing Authority shall furnish legal advice to the Pension Committee with respect to the Plan and the Committee's assigned responsibilities hereunder.

Section 14.05. Plan Representative. The Adopting Employer shall designate in the Adoption Agreement an individual to serve as Plan Representative. The Plan Representative shall have full authority to represent the Governing Authority in all communications with GMEBS and the Adopting Employer's Employees. The Pension Committee Secretary may serve as the Plan Representative.

ARTICLE XV.

BOARD OF TRUSTEES

Section 15.01. Definitions. As used in this Article, "Act" refers to the Act of the General Assembly creating the Board of Trustees of the Georgia Municipal Employees Benefit System (O.C.G.A. § 47-5-1 et seq., a copy of which is included in the Appendix hereto), as amended.

Section 15.02. Powers. The powers of the Board of Trustees as fixed by the Act are hereby incorporated as part of the Plan. The Adopting Employer agrees that, in the administration of the Plan, it will comply with all rules and regulations adopted by the Board of Trustees under its authority as granted by the Act.

Section 15.03. Composition and Election. The composition of the Board of Trustees and the election of its members shall be as provided by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.04. Officers. The election of officers by the Board of Trustees shall be conducted as may be prescribed by the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.05. Notice of Elections. The Board of Trustees shall provide through its bylaws for the giving of notice of elections, notice of any vacancy on the Board, the method or manner in which votes may be cast, and any other matter necessary or incident to the election of members of the Board. The Board may also provide for a proxy vote, and may determine how, when, and in what manner voting by proxy may be had in accordance with the Act and as may be provided in the bylaws of the Board of Trustees.

Section 15.06. Voting. Each Adopting Employer shall be entitled to vote in any election or other matter placed before the membership as provided in the bylaws of the Board of Trustees.

Section 15.07. Voting Representative for the Adopting Employer. Unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, for the purpose of casting the Adopting Employer's vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving, each trustee shall be considered the official representative for the Employer for which the trustee serves as an elected or appointed member of the Governing Authority or Employee. For each other Adopting Employer, unless otherwise indicated in writing by an Adopting Employer's chief executive or chief administrative officer, the chief executive or chief administrative officer shall be the Adopting Employer's official representative for the purpose of casting its vote in any election of members of the Board of Trustees and in any other matters which the membership has the authority and responsibility for resolving.

Section 15.08. Qualified Public Accountant. The Administrator may engage on behalf of all Participants an independent qualified public accountant to conduct such an examination of any financial statements of the Plan, and of other books and records of the Plan, as the qualified public accountant may deem necessary to enable said accountant to form an opinion as to whether the financial statements and schedules required to be included in the annual report of the Plan are presented fairly in conformity with generally accepted accounting principles as applicable to a governmental plan, applied on a basis consistent with that of the preceding Plan Year and who shall perform such other services for the Plan as the Administrator may require.

Section 15.09. Fiduciary Insurance. The Board of Trustees may purchase fiduciary liability insurance for any of its fiduciaries, or for itself, to cover liability or losses occurring by reason of the act or omission of a fiduciary.

ARTICLE XVI.

GMEBS TRUST AGREEMENT

Section 16.01. General Provisions. The GMEBS Trust Agreement is the separate document for the establishment and administration of the Trust Fund. All contributions under the Plan shall be transferred to the Trust Fund to be held, managed, invested, and distributed as part of the Trust Fund by the Board in accordance with the provisions of the Plan and separate GMEBS Trust Agreement. At no time prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries shall any part of the corpus or income be used for, or diverted to, purposes other than the exclusive benefit of the Participants and their beneficiaries, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination. In resolving any conflict between provisions of the Plan and provisions of the Trust, the provisions of the Plan shall control.

Section 16.02. Group Trust Participation.

(a) If the investment is otherwise a permitted investment under Chapters 5 and 20 of Title 47 of the O.C.G.A., the Board may, unless otherwise restricted by law, transfer all or any portion of the assets of the Trust to a collective or common group trust, as permitted under Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1 (or subsequent guidance), that is operated or maintained exclusively for the commingling and collective investment of monies, and in such case the group trust agreement shall be deemed adopted as

part of the GMEBS Defined Benefit Retirement Plan Trust Agreement without further action by the Board.

(b) The separate account maintained by the group trust for an Adopting Employer's Plan pursuant to subsection (a) above shall not be used for, or diverted to, any purpose other than for the exclusive benefit of the Participants and beneficiaries of the Adopting Employer's Plan, including the payment of reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, subject to the provisions in Article XVIII of this Basic Plan Document relating to the distribution of excess assets in the event of a plan termination.

(c) For purposes of valuation, the value of the separate account maintained by the group trust for an Adopting Employer's Plan shall be the fair market value of the portion of the group trust held for the Adopting Employer's Plan, determined in accordance with generally recognized valuation procedures.

ARTICLE XVII.

CLAIMS AND LITIGATION

Section 17.01. Disputes. In the event of disagreement between a Participant and the Adopting Employer with respect to any rights, claims, or responsibilities under the Plan which cannot be resolved by the Pension Committee as provided under Article XV, the Participant may make an appeal regarding such rights, claims, or responsibilities to the Governing Authority. In the event that any such rights, claims, or responsibilities result in a suit or other legal action by a Participant or Beneficiary, such action shall be defended in the same manner as other suits against the Adopting Employer. Any legal action on behalf of the Adopting Employer with regard to the Plan shall be first authorized by the Governing Authority and shall be conducted in the manner prescribed by the Governing Authority. GMEBS shall have no responsibility to defend or pursue legal action arising under the Plan.

Section 17.02. Disputes involving Federal or State Law Compliance. In the event there is a dispute involving federal or state law compliance, between a Participant or Beneficiary and the Governing Authority or the Trustees, or between an Adopting Employer and the Trustees, GMEBS is a necessary party to any such dispute, or suit, settlement, or release arising therefrom.

Section 17.03. Failure to Act. GMEBS shall not be responsible for the failure of the Adopting Employers to perform any of their obligations under the Plan, including the duty to remit payments to GMEBS, to provide necessary records concerning Participants and their Earnings to GMEBS, or to perform any other functions required of the Adopting Employers by applicable law, the Basic Plan Document, the Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), the separate GMEBS Trust Agreement, or by the rules and regulations of GMEBS. To the extent permitted under state and federal law, each Adopting Employer shall indemnify and hold GMEBS harmless for any failure to pay, delay in payment or other errors in processing benefits pursuant to this Plan due to the Adopting Employer's failure to perform its obligations under the Plan or provide accurate data to GMEBS for the purpose of administering the Plan.

ARTICLE XVIII.

AMENDMENT AND TERMINATION

Section 18.01. Amendment of the Plan by an Adopting Employer. The Governing Authority shall have the right at any time, and from time to time, to amend, in whole or in part, any or all of its elections in the Adoption Agreement; provided, however, that no such amendment shall:

- (a) Reduce the previously Accrued Benefit of any Participant or Beneficiary; or,
- (b) Authorize or permit any part of the Trust Fund held by the Board to be diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries; or,

(c) Operate to deprive any Participant or Beneficiary of any rights or benefits irrevocably Vested in said Participant or Beneficiary under the Plan prior to such amendment, except that the Governing Authority may make any and all changes or modifications to the Adoption Agreement necessary to qualify the Plan or to keep the Plan qualified under the Internal Revenue Code and the regulations thereunder, or any amendment thereto.

Notwithstanding the foregoing, the Adopting Employer may amend the Adoption Agreement to the extent necessary to satisfy Code Section 415.

~~(d)~~ No amendment to an Adoption Agreement shall become effective until approved by the Administrator. In order to be approved by the Administrator, any amendment must comply with all applicable state and federal laws and the Basic Plan Document. If the Administrator does not approve an amendment, the Administrator shall continue to administer the Plan as if such amendment had not been made.

In no event may an Adopting Employer amend the Basic Plan Document or the GMEBS Trust Agreement separate document.

Section 18.02. Amendment of Plan by GMEBS.

(a) It is the intent of the Board that the Basic Plan Document, Adoption Agreement form and Addendum form (collectively referred to for purposes of this Section 18.02 as "Plan") shall be and remain qualified for tax purposes under the Code. The Administrator shall timely submit the Plan for approval under the Code as necessary, and all expenses incident thereto shall be borne by the GMEBS Investment Fund.

(b) GMEBS will maintain a record of the Participating Employers, and GMEBS will make reasonable and diligent efforts to ensure that Adopting Employers have actually received and are aware of all Plan amendments and that such Adopting Employers adopt new documents

when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.

(c) The Board or the Provider, as directed by the Board, hereby reserves the right to amend the Plan without the consent of the Adopting Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Board approving such amendment shall be delivered to the Administrator and the Adopting Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Adopting Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

(d) The Provider shall have the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. In any event, any amendment prepared by the Provider and approved by the Board will be provided by the Administrator to Adopting Employers.

(e) Notwithstanding the foregoing paragraphs (c) and (d), effective on or after January 1, 2016, for any Adopting Employer as of either:

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

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

Section 18.03. Termination by Adopting Employer.

(a) The Adopting Employer expects the Plan to be continued indefinitely but, of necessity, reserves the right to terminate its Plan and Contributions thereunder at any time by action of the Governing Authority, subject to the Administrator's approval. Such termination shall be accomplished by the adoption of an ordinance or resolution (as applicable) by the Governing Authority terminating the Plan. Such ordinance or resolution (as applicable) shall conform to the rules and regulations of the Board governing Plan termination to the extent they are consistent with this provision.

(b) Upon full or partial termination or a complete discontinuance of Employer contributions, all affected Eligible Employees shall be deemed to be Participants, and the Accrued Benefits of such Participants shall be Vested to the extent funded required by federal law. The Pension Committee shall notify Participants, Terminated Vested Participants, Retired Participants, and Beneficiaries of the full termination of the Plan, and shall provide a copy of such notice and the names and addresses of the persons notified to the Administrator.

(c) Upon termination, the Adopting Employer shall provide to the Administrator current Participant information necessary to calculate Accrued Benefits. Upon receipt of such information, the Administrator shall prepare a list of all the Adopting Employer's Participants, Retired Participants, Terminated Vested Participants, and Beneficiaries, showing for each the present value of each individual's Accrued Benefit, as determined by the GMEBS Actuary as of the date of termination.

(d) The Administrator, in accordance with the Board's current rules and regulations, and with generally accepted accounting practices, shall determine the value of the Adopting Employer's Trust Fund as of the termination date. All mandatory Employee Contributions, if any, plus interest, and all Contributions made to purchase service credit, if any, plus any applicable interest, shall be paid from the Trust Fund to the Participants, to the extent of available Trust Fund assets. The Administrator shall then deduct from the Trust Fund a termination fee established by GMEBS for services provided in terminating the Plan. The Administrator, pursuant to the Board's rules and regulations, shall then allocate the remaining assets for distribution of the present value of Accrued Benefits in lump sums to the classes listed below. The benefits of each class shall be satisfied before proceeding to the next class. If at any time the remaining Plan assets would be insufficient to provide the present value of Accrued Benefits for the class in question, the remaining assets shall be applied on a pro rata basis within that class, and all subsequent classes shall receive no benefit. The pro rata allocation referred to above will be determined based upon the comparative value of each class member's Accrued Benefit (present value expressed in a lump sum) when measured against the lump sum present value of Accrued Benefits for the class as a whole.

CLASS A – Retired Participants or Beneficiaries who are receiving payments as of the termination date.

CLASS B – Participants delaying Retirement beyond the Normal Retirement Date.

CLASS C – Participants eligible for Early Retirement.

CLASS D – Other Participants, terminated or active, who have met the requirements for vesting as of the termination date.

CLASS E – All other Participants on a pro rata basis. Payment of benefits to Retired Participants, Beneficiaries, and Participants by the Administrator as a result of a Plan termination shall be limited solely to the assets available in the Trust Fund.

(e) Any reversion of excess assets is only permitted if the excess assets resulted from an erroneous actuarial computation, following the use of acceptable actuarial procedures using reasonable assumptions as to interest and mortality pursuant to Treasury Regulation § 1.401-2(b)(1). In its termination ordinance, the Governing Authority shall instruct the Administrator as to the distribution of excess assets, if any, remaining after the satisfaction of Accrued Benefits for the classes enumerated herein. In the absence of such instructions, any excess assets shall be distributed to the Adopting Employer.

(f) Upon distribution of the assets as specified above, the Adoption Agreement, Basic Plan Document, and the separate GMEBS Trust Agreement shall be regarded as terminated as to that Adopting Employer and no Participant or Beneficiary shall have any further rights or claim herein.

Section 18.04. Amendment of the Plan to Transfer Assets; Termination of Contract.

(a) The Adopting Employer may amend the Adoption Agreement by ordinance or resolution (as applicable) so as to provide for the transfer of assets to a successor trustee and to terminate the existing Contract between the Adopting Employer and the Board. Any such ordinance or resolution shall comply with Section 18.01 and with the requirements of the rules and regulations of the Board regarding amendment and transfer of Plan assets, to the extent they are consistent with this Section.

(b) In addition to other requirements, such ordinance or resolution shall:

(1) Designate a new trustee or trustees to replace the Board;

(2) Establish a month-end termination date, which shall be used for purposes of valuing the Adopting Employer's Trust Fund assets and which shall be fixed by the Administrator, taking into account the time reasonably required to liquidate GMEBS Retirement Trust Fund assets (if necessary) for purposes of the termination and transfer, the impact of the termination on the financial integrity of the Retirement System, and the time reasonably required for GMEBS and the terminating Employer to complete necessary administrative tasks associated with the termination. The termination date will be no earlier than forty-five (45) days after the Adopting Employer provides written notice to the Administrator of its intent to terminate;

(3) Provide that after the established termination date, GMEBS shall have no further responsibility or obligation to administer the terminating Employer's retirement plan, except as otherwise agreed and provided for by GMEBS and the terminating Employer in the ordinance or resolution;

(4) Provide that the value of assets of the Adopting Employer's Trust Fund as of the established termination date shall be determined based upon the value of the Adopting Employer's Trust Fund as reflected in the unaudited financial statements for the GMEBS Retirement Trust Fund as of the established termination date, subject to verification and reconciliation against the most recent GMEBS Retirement Trust Fund audit coinciding with or following the termination date.

(5) Provide for the transfer of assets held in the Adopting Employer's Trust Fund to the successor trustee as follows:

(A) that no transfer shall take place until a successor Code Section 401(a) retirement plan and trust document have been adopted by the Adopting Employer and furnished to GMEBS, together with a current IRS determination letter or an opinion letter from an attorney confirming that the successor retirement plan is tax qualified under Code Section 401(a);

(B) that as soon as reasonably practicable after the established termination date, the Administrator will make an initial transfer to the successor trustee of an amount to be determined by the Administrator in its sole discretion, but in no event more than eighty-five percent (85%) of the value of the Adopting Employer's Trust Fund, as reflected in the then most recently completed unaudited monthly financial statement for the GMEBS Retirement Trust Fund; and that prior to the completion of the initial transfer, the Administrator shall deduct from the Adopting Employer's Trust Fund a termination fee established by GMEBS for services provided in effecting the termination of the Adopting

Employer's participation in GMEBS and the transfer of assets to the successor trustee;

(C) that as soon as reasonably practicable after completion of the GMEBS Retirement Fund unaudited financial statement for the month including the established termination date, the Administrator will make a second transfer to the successor trustee in an amount equal to the remainder of the Adopting Employer's Trust Fund assets, if any; and that in any event distribution of assets to the successor trustee shall be completed within the time limits specified in the separate GMEBS Trust Agreement;

(D) that after the established termination date, any funds remaining in the Adopting Employer's Trust Fund shall not share in the gains or losses of the GMEBS Retirement Trust Fund, notwithstanding any provision of the GMEBS Basic Plan Document or separate GMEBS Trust Agreement to the contrary; and that any investment gains or losses that would otherwise be credited to or debited from the Adopting Employer's Trust Fund after the established termination date shall not be taken into account. Rather, after the established termination date through completion of the transfer of assets, any amount remaining in the Adopting Employer's Trust Fund shall earn interest at the same rate as the GMEBS active cash management account which shall be credited monthly until the transfer of assets is completed; and,

(E) that if the audit of the GMEBS Retirement Trust Fund for the year including the established termination date reflects that the value of the Adopting Employer's Trust Fund on the termination date was understated or overstated in

the unaudited financial statement relied upon, then GMEBS or the Adopting Employer shall remit to the other the amount of any overpayment or underpayment, unless said amount is less than One Thousand Dollars (\$1,000). Such remittance shall be made in a lump sum with interest. Said interest shall be calculated at the same rate as the GMEBS active cash management account and credited monthly as of the last day of each month following the established termination date up until the date of the remittance.

(6) Provide that the assets of the Plan will continue to be held by the successor trustee for the exclusive benefit of Participants and Beneficiaries.

(7) State that the existing retirement rights of Employees, Participants, and Beneficiaries shall not be impaired.

(8) Provide that upon completion of the transfer of assets, the GMEBS Board of Trustees shall have no further fiduciary responsibility for investment of the Adopting Employer's Trust Fund assets or payment of liabilities, and the Adopting Employer's Contract and participation under the separate GMEBS Trust Agreement and Trust Fund shall be considered terminated.

(9) Provide that, to the extent permitted by federal, state or local law, the Adopting Employer agrees to indemnify the Board of Trustees and the Administrator from and against any loss, liability or claim arising out of the Employer's maintenance of the Plan from and after the date of the final transfer of assets.

(10) Provide that the surviving plan must provide each Participant on whose behalf Plan assets are transferred a benefit equal to or greater than the benefit the Participant had accrued, if any, immediately before transfer of assets.

Section 18.05. Involuntary Termination.

(a) The Board may involuntarily terminate the Plan as to an Adopting Employer in the event of any of the following occurrences:

(1) Failure of the Employer to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner;

(2) Failure of the Adopting Employer to provide to GMEBS or respond to requests from GMEBS for information necessary for GMEBS to administer the Plan;

(3) Failure of the Adopting Employer to adequately fund the Plan in accordance with the GMEBS funding policy, or to adopt or abide by a funding action plan approved by the Board;

(4) Receipt of written notice from an Adopting Employer's Governing Authority of its intent to discontinue further Contributions;

(5) Insistence by the Employer on enforcing an amendment to the Adoption Agreement which the Board has disapproved; or

(6) Failure of the Adopting Employer to maintain qualification status under Code Sections 401(a) and 414(d).

(b) The rights, benefits, and entitlements under the Plan of any Participant, including those of the Participant's Beneficiary, any other provision of the Plan notwithstanding, before or after Retirement, death, or other termination of employment shall, upon the failure of the Adopting Employer to pay and to continue to pay its required Contributions, be limited as specified in this Article.

(c) In the event of an involuntary termination, the GMEBS Board may in its sole discretion adopt a resolution providing for: (i) designation of the members of the Employer's Governing Authority as successor trustees for the Plan; (ii) designation of a person or entity other than the Employer's Governing Authority as successor trustee for the Plan; or (iii) outright termination of the Plan and distribution of assets to Participants and Beneficiaries. The specific terms and conditions associated with involuntary termination shall be as provided in the Board resolution. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability arising from the exercise of its discretion as provided herein.

(d) The Administrator shall notify the Governing Authority, Participants, and Beneficiaries in writing of an involuntary termination and the reasons therefor. Said notice shall also fix a termination date. Upon the request of the Administrator, the Employer shall within a reasonable period provide the Administrator with the last known addresses of Participants and Beneficiaries for this purpose. Neither the Administrator nor the GMEBS Board shall be subject to lawsuit or liability for non-compliance with this paragraph arising from the failure of the Employer to provide such information to the Administrator.

(e) The Administrator shall determine the value of the Adopting Employer's Trust Fund as of the termination date in accordance with the procedures described in Section 18.05(b)(4) of this Article. The Board shall deduct from the Trust Fund a termination fee established by GMEBS for services provided in effecting termination of the Adopting Employer's participation in GMEBS.

(f) Successor Trustee.

(1) Governing Authority as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates the members of the Employer's

Governing Authority as successor trustees, the Adopting Employer shall be obligated to furnish GMEBS with a successor retirement plan and related documents as provided in Section 18.04(b)(5)(A). Distribution of assets to the Governing Authority or to a designee specified by the Governing Authority in writing, as successor trustee, shall then occur in accordance with the transfer procedures described in Section 18.04(b)(5). Payment of benefits to Retired Participants and Beneficiaries shall become the responsibility of the Governing Authority, as successor trustees, as of the termination date, except as otherwise provided in the Board's termination resolution.

(2) Other Entity as Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution designates a successor trustee other than the members of the Employer's Governing Authority, distribution of assets to the successor trustee shall occur in accordance with the transfer procedures described in Section 18.04(b)(5) upon the Board's receipt of retirement plan and related documents as described in Section 18.04(b)(5)(A), and any other information reasonably requested by the Board. Payment of benefits to the Retired Participants and Beneficiaries shall become the responsibility of the successor trustee as of the termination date, except as otherwise provided in the Board's termination resolution.

(3) Termination without Successor Trustee. If upon involuntary termination, the GMEBS Board by resolution terminates the Employer's Plan outright, the assets of the Employer's Trust Fund will not be transferred to a successor trustee, but will be distributed to Participants and Beneficiaries in accordance with and subject to the termination provisions of Section 18.03(b)-(f), except as otherwise provided in this subsection. The Employer shall provide current Participant information necessary to

calculate Accrued Benefits as required under Section 18.03(c), within a reasonable period after the Administrator's request for such information. Any excess assets remaining after satisfaction of Accrued Benefits and payment of the termination fee shall be distributed to the Employer.

(g) Freezing of Benefit Accruals. In the event of an Employer's failure to pay required Contributions, the GMEBS Board may by resolution freeze benefit accruals under the Employer's Plan, as an alternative to involuntary termination. If the Board adopts such a resolution, the Employer's Plan must continue to be maintained as a qualified plan and the Employer will be responsible for funding benefits as determined under the frozen Plan's provisions. The Board's resolution to freeze benefit accruals shall specify the extent to which Service and Earnings after the freeze date will or will not be counted for purposes of computing the amount of benefits payable under the Plan, and for purposes of meeting the minimum service requirements for vesting and benefit eligibility under the Plan. The resolution shall also specify the conditions for recommencing benefit accruals under the Plan. The resolution may also provide that, in the event of an Employer's continued failure to pay required Contributions, the Employer's Plan will be terminated outright as of a date certain or upon the Board's adoption of a resolution providing for outright termination, consistent with the provisions of subsection (f)(3).

(h) The Board in its discretion may require an Employer to obtain appropriate IRS approval of the qualified status of the terminating Plan or a successor plan.

(i) In the event that an Adopting Employer fails to comply with the terms of the Basic Plan Document, Adoption Agreement (or Addendum), or the separate GMEBS Trust Agreement including, but not limited to, failure to pay required Contributions in a timely manner,

the Board may in its sole discretion pursue any other legal or equitable means that it deems appropriate, including the filing of a writ of mandamus, to facilitate such compliance.

Section 18.06. Termination of the Basic Plan Document by the Board. The Board reserves the right to completely terminate the Basic Plan Document and the separate GMEBS Trust Agreement. In such an event, the provisions of Section 18.03 shall be applied to each Adopting Employer.

ARTICLE XIX.

NON-ALIENATION OF BENEFITS

(a) None of the benefits, payments, proceeds, or distributions payable under the Plan shall be subject to the claim of any creditor of any Participant or to the claim of any creditor of any Beneficiary hereunder, or to any legal process of levy or attachment by any creditor of any such Participant or Beneficiary; and no such benefits shall be in any manner liable for or subject to the debts, liabilities, engagements, or torts of any Participant or Beneficiary; and neither shall any such Participant or Beneficiary have any right to alienate, commute, anticipate, transfer, encumber, pledge, or assign any of the benefits, payments, proceeds, or distributions under this Plan.

(b) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment to the Adopting Employer or GMEBS on behalf of a Retired Participant for the limited purpose of paying for a contribution or premium for a post retirement benefit offered by the Adopting Employer or GMEBS, if the Retired Participant elects to have such deduction and direct payment made. An election by the Retired Participant for such deduction and direct payment may be revoked at any time.

(c) Nothing in subsection (a) shall be construed to preclude the Administrator, subject to any terms and conditions set by the Administrator, from making a deduction and direct payment on behalf of a Retired Participant as provided under Section 845(a)(4)(D) of the Pension Protection Act of 2006 in its current form or as amended, and as interpreted by the Internal Revenue Service, for the limited purpose of paying premiums for coverage for an eligible retired public safety officer, the Participant's spouse, and dependents, by an accident or health insurance plan or qualified long-term care insurance contract as defined in Section 7702B(b) of Title 26 of the United States Code, if the Retired Participant elects to have such deduction and direct payment made. An election by a Retired Participant for such deduction and direct payment may be revoked at any time.

ARTICLE XX.

MISCELLANEOUS

Section 20.01. Construction.

(a) Words used in this Plan in the singular or plural shall be construed as being in the plural or singular where appropriate.

(b) The Plan shall be construed, enforced, and administered and the validity thereof determined in accordance with the Code, and, when not inconsistent with the Code, the laws of the State of Georgia and the bylaws of the Board.

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

(d) In resolving any conflict between the Plan and any policy or contract issued under the Plan, the provisions of the Plan shall prevail.

(e) The headings and subheadings in the Plan are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Plan.

(f) The terms of this Basic Plan Document shall control except as otherwise provided in an Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement, if applicable), as accepted by or on behalf of the GMEBS Board, in which case the terms of the Adopting Employer's Adoption Agreement (including any Addendum to the Adoption Agreement) shall control.

(g) Neither the establishment nor maintenance of the Plan nor any amendment thereof, nor any act or omission under the Plan or resulting from the operation of the Plan shall be construed:

(1) as conferring upon any Participant, beneficiary, or any other person a right or claim against the GMEBS Investment Fund, the Trust Fund, the Trustees, the Adopting Employer, or the Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

(2) as a contract or Agreement between the Adopting Employer and any Participant or other person;

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

(4) as giving any Participant the right to be retained in the service of the Adopting Employer or to interfere with the right of the Adopting Employer to discharge any Participant or other person at any time.

Section 20.02. Non-Diversion.

(a) The assets of the Plan shall never inure to the benefit of an Adopting Employer and shall be held for the exclusive purposes of providing benefits to Participants in the Plan and their beneficiaries and defraying reasonable fees, taxes (if applicable) and expenses of the Plan and Trust, except in the case of a contribution which is made by an Adopting Employer under a mistake of fact as determined solely by the Administrator. Such contribution shall be returned to the Adopting Employer, upon demand, and shall be reduced for any loss incurred but unadjusted for any gains earned during the time the mistaken contribution was part of the Trust Fund.

(b) Trust assets shall be managed in compliance with Code Section 503(b).

Section 20.03. Legally Incompetent; Power of Attorney. Any Participant, Retired Participant, Terminated Vested Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under

the Plan. No person may act as an attorney-in-fact for an Employee, Participant, Terminated Vested Participant, Retired Participant or Beneficiary with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney-in-fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

Section 20.04. Benefits Supported Only by Trust Fund. Any person having any claim under the Plan shall look solely to the assets of the Trust Fund for satisfaction. In no event shall the Adopting Employer, or any of its employees or agents, be liable in their individual capacities to any person whomsoever, under the provisions of the Plan or of the separate GMEBS Trust Agreement.

Section 20.05. Non-Discrimination. The Adopting Employer, through the Pension Committee, shall administer the Plan in a uniform and consistent manner with respect to all Participants.

Section 20.06. Limitation of Liability; Legal Actions.

(a) It is expressly understood and agreed by each Employee who becomes a Participant hereunder that, except for willful neglect or fraud, neither the Adopting Employer, the Plan Representative, nor the Board of Trustees shall be in any way subject to any suit or litigation, or to any legal liability, for any cause or reason or thing whatsoever, in connection with the Plan or its operation, and each such Participant hereby releases the Adopting Employer,

all its employees and agents, the Plan Representative, and the Board of Trustees from any and all liability or obligation.

(b) The Adopting Employer and the Plan Representative shall be the only necessary parties to any action or proceeding involving any rights under the Plan or the proper administration thereof, and no Participant, Beneficiary, or other persons having or claiming to have an interest in the Plan shall be entitled to any notice of process. Any final judgment which is not appealed or appealable that may be entered in any such action or proceeding shall be binding and conclusive on the parties hereto and all persons having or claiming to have an interest in the Plan.

Each fiduciary under the Plan shall be responsible only for the specific duties assigned under the Plan and shall not be directly or indirectly responsible for the duties assigned to another fiduciary. Any person or a group of persons may serve in more than one (1) fiduciary capacity with respect to the Plan.

Section 20.07. Claims. Any payment to a Participant or Beneficiary, or to their legal representatives, in accordance with the provisions of the Plan, shall to the extent thereof be in full satisfaction of all claims hereunder against the Plan Representative or the Adopting Employer, either of which may require such Participant, Beneficiary, or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor in such form as shall be determined by the Plan Representative or the Adopting Employer.

Section 20.08. Errors in Benefits.

(a) Effective upon issuance of an Internal Revenue Service favorable opinion letter which covers this provision, notwithstanding any provision in this Section 20.08 to the contrary, any action upon an underpayment or overpayment shall be brought within six (6) years after the

same becomes due and payable. Likewise, GMEBS shall not be required to correct any underpayment or overpayment more than six (6) years after said underpayment or overpayment occurred.

(b) Underpayments. Any underpayments from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative errors shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. Underpayments shall be made up from the Adopting Employer's Trust Fund. Effective with respect to underpayments corrected on or after January 1, 2017, in the event a Retired Participant, Pre-Retirement Beneficiary or Post-Retirement Beneficiary to whom a corrective payment is due dies before such payment is made, said corrective payment shall be paid to such Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's designated beneficiary, as defined in this subsection (b) or, if there is no such designated beneficiary, to the deceased Retired Participant's, Pre-Retirement Beneficiary's or Post-Retirement Beneficiary's estate. For purposes of this subsection, the term "designated beneficiary" shall mean the surviving Spouse of such Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, and the term "surviving" shall mean surviving the Retired Participant, Pre-Retirement Beneficiary, or Post-Retirement Beneficiary, as applicable, by at least thirty-two (32) days.

(c) Overpayments. In the event of an overpayment from the Trust Fund to a Retired Participant or to a Beneficiary caused by administrative error, the following provisions shall apply:

(1) Corrective Amendment Option. In the event of an overpayment that is due to misapplication of the terms of the Plan, the Adopting Employer may be provided the opportunity to amend its Adoption Agreement (a "Corrective Amendment") in order to provide for such overpayment to be permissible under the terms of the plan, but only if the Corrective Amendment is consistent with the circumstances resulting in the overpayment and with the Basic Plan Document, as determined by the Administrator. The Corrective Amendment may be effective either retroactively only, or both retroactively and prospectively.

(2) Determination of Reasonableness of Collection from Retired Participants or Beneficiaries. In the event that the Adopting Employer does not adopt a Corrective Amendment, or that the circumstances resulting in the overpayment or the Basic Plan Document would not permit such an amendment, the Administrator and the Adopting Employer will consult in making a determination of whether collection of the overpayment (in full or in part) from a Retired Participant or Beneficiary is reasonable under the particular facts and circumstances involved. In their determination, the Administrator and the Adopting Employer shall consider (1) the hardship of collection on the Retired Participant or Beneficiary; (2) any legal impediments to collection; and (3) the potential risk of litigation if collection is pursued, in consultation with the affected Adopting Employer's counsel.

(3) Failure to Reach Agreement on Reasonableness of Collection. If the Administrator and the Adopting Employer cannot reach agreement within six (6) months as to whether collection of an overpayment from a Retired Participant or Beneficiary is

reasonable, the Board shall make this determination, considering the factors outlined above in paragraph (2).

(4) Collection Process. If a determination under this subsection is made that collection from the Retired Participant or Beneficiary is reasonable, the overpayment shall be corrected with interest compounded annually from the date of the miscalculated payment. The rate applied shall be the actuarially assumed rate utilized by the plan actuary for estimating future plan investment earnings or, effective on and after January 1, 2014, such other rate established by the Board that is permissible under federal and state law and applicable guidance as of the date of the correction. In collecting amounts of the overpayment (in full or in part), the Administrator shall have the discretion to use any of the following options: (i) single sum payments; (ii) installment payments; (iii) actuarial reduction of future Retirement payments; or (iv) deductions from Retirement payments. Retirement payment deductions shall not exceed fifty percent (50%) of the amount of payment from which the deduction is made.

(5) Corrective Payment by Adopting Employer. If full collection of an overpayment is not achieved, either because of a determination that full collection from the Retired Participant or Beneficiary is not reasonable, or because efforts at collection do not result in a full collection of the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any uncollected overpayment, including interest as calculated under paragraph (4) ("corrective contribution"). Any corrective contribution by a Participating Employer must be made at the same time that the next regular employer contribution is due under the Plan. In the event employer contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(6) Alternative Correction Approach. If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

(d) Overpayments Due to Delay in Notification of Death of Participant or Beneficiary.

(1) In the event that GMEBS makes a payment to a Retired Participant or to a beneficiary following the death of such Participant or beneficiary, GMEBS will make reasonable efforts (not including litigation or collections processes) to recover said overpayment for a period of 60 days after receiving notice from the Adopting Employer of the Participant's or beneficiary's death. If after 60 days from the date on which GMEBS receives notice of the Participant's or beneficiary's death, GMEBS is unable to recover the overpayment, the Adopting Employer shall be responsible for making a separate, supplemental contribution to the Trust Fund in the amount of any such uncollected overpayment, including interest as calculated under paragraph (c)(4) above ("corrective contribution"). Any corrective contribution by an Adopting Employer must be made at the same time that the next regular Employer Contribution is due under the Plan. In the event Employer Contributions are paid in installments, the corrective

contribution may be paid over that same installment period, but not to exceed a twelve (12) month period. The corrective contribution may not be included as a portion of the general liability of the Plan for which regular funding contributions are made.

(2) If the overpayment involves circumstances that are not addressed in the preceding provisions of this subsection, or if in the determination of the GMEBS Board, the overpayment cannot be practicably or appropriately corrected using the methods addressed in this subsection, the Administrator may develop a correction approach that is appropriate under the circumstances, permissible under state and federal law and applicable guidance, and equitable to the parties involved.

Section 20.09. Notice. Any notice given under the Plan shall be sufficient if given to: (1) the Board if addressed to the Administrator at its office; (2) the Adopting Employer if addressed to the address of the Governing Authority indicated in the Adoption Agreement; or (3) a Participant or Beneficiary, when addressed to the Participant at the Participant's address as it appears in the records of the Administrator or the Adopting Employer.

Section 20.10. Right of Recovery. If the Administrator makes any payment that according to the terms of the Plan and the benefits provided hereunder should not have been made, the Administrator may recover that incorrect payment, whether or not it was made due to the error of the Administrator, from the person to whom it was made, or from any other appropriate party. If any such incorrect payment is made directly to a Participant, the provisions of Section 20.08 apply.

Section 20.11. Evidence of Action. All ordinances, resolutions, forms, orders, requests, documents and instructions provided to the Administrator by an Adopting Employer or by any duly authorized representative (e.g., Plan Representative or Pension Committee Secretary), shall

be in writing and the Administrator shall be fully protected in acting in accordance with such ordinances, resolutions, forms, orders, requests, documents and instructions.

Section 20.12. Reliance. The Administrator or Board shall not incur any liability in acting upon any notice, request, signed letter, telegram, form, or other paper or document believed by the Administrator or Board to be genuine or to be executed or sent by an authorized person.

Section 20.13. Information to Administrator. As a condition precedent to GMEBS's administration of the Plan, the Adopting Employer shall provide current information to the Administrator including but not limited to the name, date of birth, date of employment, Enrollment Date, annual Earnings, leaves of absences, Vesting eligibility, Credited Service and Termination date for each Eligible Employee who is or who is expected to become a Participant under the Plan, together with any other information which the Administrator deems necessary. The information provided by the Adopting Employer to the Administrator shall be conclusive as to all persons.

Section 20.14. Participant Data to Administrator. Each Participant and each Beneficiary of a deceased Participant, as applicable, must provide the Administrator any evidence, data or other information as requested by the Administrator 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 furnishes promptly full, true and complete evidence, data and information when requested by the Administrator. The Administrator shall advise each Participant of the effect of the failure to comply with its request.

Section 20.15. Treatment of Vacated Court Orders. Notwithstanding any provision to the contrary, a period of employment that was compelled by court order which was

subsequently vacated, reversed, or otherwise set aside shall not count as Credited Service under the Plan, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. Likewise, Earnings paid to a Participant during any such period shall not be used to compute the Participant's Final Average Earnings, except for a period, or partial period, during which the Participant satisfied the eligibility requirements for participation under the Plan. In the event such a Participant Retires before the order compelling the Participant's reinstatement is vacated, reversed, or otherwise set aside, the Participant's Credited Service and Final Average Earnings shall be revised following such reversal, vacation or otherwise setting aside of the Participant's reinstatement, and the Participant's Retirement benefits shall be recalculated and adjusted accordingly, effective the first day of the month following such action. Any overpayments to the Participant resulting from including Credited Service and Earnings from any such period or partial period of employment during which the Participant did not satisfy the eligibility requirements for participation under the Plan shall be corrected in accordance with Section 20.08 of the Basic Plan Document.

Section 20.16. Entire Plan. The Plan document and the documents incorporated by reference herein shall constitute the only legally governing documents for the Plan. No statement by the Trustees, Adopting Employer, or Administrator shall be used in any claim unless in writing, signed by the party against whom the claim is being made.

The terms of the foregoing Basic Defined Benefit Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Employees Benefit System.

APPENDIX
REFERENCED SECTIONS OF O.C.G.A.

Copies of sections of the Official Code of Georgia Annotated ("O.C.G.A.") referenced herein, as in effect on the date of adoption of this amended and restated Basic Plan Document, are attached hereto and made a part hereof. The Georgia legislature may amend the provisions of the attached O.C.G.A. sections from time to time. Any such amendments by the Georgia legislature are afforded no reliance by the currently issued IRS opinion letter.

**RESOLUTION OF THE
BOARD OF TRUSTEES OF THE
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM**

**APPROVAL OF AMENDMENT 1 TO THE THIRD CYCLE
RESTATED GMEBS DEFINED BENEFIT RETIREMENT PLAN
(APPROVED BY THE IRS AUGUST 31, 2023)**

WHEREAS, the Board of Trustees (“Board”) of the Georgia Municipal Employees Benefit System (“GMEBS”) previously adopted the GMEBS Defined Benefit Retirement Plan (“Plan”), which received a favorable advisory letter from the Internal Revenue Service (“IRS”) on March 30, 2018, and was most recently amended by the Board on December 2, 2022, through the Board’s approval of Amendment 4 to the Restated GMEBS Defined Benefit Retirement Plan;

WHEREAS, the Board periodically updates and restates the Plan with the IRS to ensure the qualified status of the Plan under Section 401(a) of the Internal Revenue Code;

WHEREAS, GMEBS most recently submitted the Plan to the IRS for restatement purposes on June 29, 2022;

WHEREAS, on August 31, 2023, the IRS issued a favorable opinion letter for the Plan;

WHEREAS, under the IRS’s practices and procedures relating to plan restatements, certain amendments the Board had previously made to the Plan to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions, were not included in the Plan documents submitted to the IRS for restatement purposes;

WHEREAS, the Board has reserved the right to amend the Plan on behalf of Adopting Employers to retain the qualified status of the Plan in Section 18.02 of the Basic Plan Document;
and

WHEREAS, the Trustees now wish to amend the newly restated Plan (“Third Cycle Restated GMEBS Defined Benefit Retirement Plan”) to implement applicable provisions of the SECURE Act of 2019 and SECURE Act 2.0 concerning the beginning age for required minimum distributions.

NOW, THEREFORE BE IT RESOLVED, this Amendment 1 is hereby adopted to amend the Basic Plan Document effective as set forth herein:

1. Section 10.01(b), concerning distribution rules imposed by federal law, are amended to update the age for a Participant’s required beginning date, as follows:

(a) A Participant's entire interest will be distributed, or begin to be distributed, to the Participant no later than the Participant's required beginning date. For purposes of this Section, "required beginning date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the applicable age or (ii) the calendar year in which the Participant Retires. For purposes of this Section, “applicable age” (as defined under Code Section 401(a)(9)(C)(v)) means:

- (1) Age seventy and one-half (70 ½) (for a Participant who was born on or before June 30, 1949);
- (2) Age seventy-two (72) (for a Participant who was born on or after July 1, 1949, but before 1951); or
- (3) Age seventy-three (73) or the otherwise applicable age under Section 401(a)(9)(C)(v) of the Internal Revenue Code (for a Participant who was born in 1951 or later).

2. Section 10.01(c)(1), concerning distribution rules imposed by federal law, are amended to update the Participant’s age for the purpose of distributions to his or her surviving spouse when said surviving spouse is the sole Designated Beneficiary, as follows:

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

- (1) If the Participant's surviving spouse is the Participant's sole designated beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the applicable age, if later.

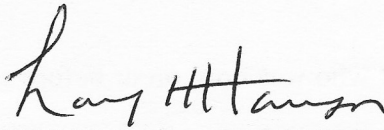
RESOLVED FURTHER by the Board that the appropriate officers and employees of GMA or the Administrator are authorized to take any and all actions that they deem appropriate or necessary to effectuate the foregoing resolutions on behalf of the Board, including but not limited to making non-substantive modifications to Plan documents as necessary, and that all prior actions taken in effectuating the Restated Plan documents and cooperation with IRS requests and directives are hereby ratified and confirmed in all respects.

RESOLVED FURTHER that the amendments herein shall take effect October 1, 2023.

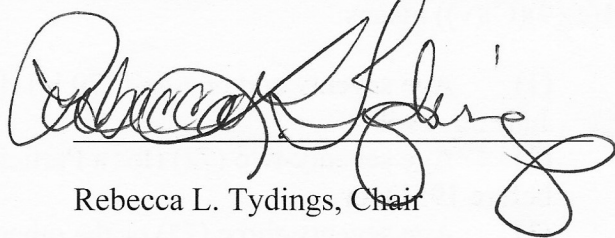
The terms of this Resolution are approved and agreed to by the Board of Trustees of the Georgia Municipal Employees Benefit System this 22 day of September, 2023.

Attest:

Georgia Municipal Employees Benefit System



Larry Hanson, Secretary-Treasurer



Rebecca L. Tydings, Chair

Adopted by the Board of Trustees at the meeting held on September 22, 2023.

**SUMMARY OF KEY AMENDMENTS
TO THE RESTATED
GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM
DEFINED BENEFIT RETIREMENT PLAN**

I. GENERAL OVERVIEW

On August 31, 2023, the IRS issued a favorable opinion letter for the Amended and Restated Third Six-Year Cycle Georgia Municipal Employees Benefit System Defined Benefit Retirement Plan ("DB Plan" or "Plan"). The Plan, as approved, incorporates required federal law updates, as well as administrative updates adopted by the Board of Trustees of GMEBS over the last several years. The IRS requires that each Adopting Employer sign an updated DB Plan Adoption Agreement (and Addendum, if applicable).

II. SUMMARY OF KEY CHANGES TO THE BASIC PLAN DOCUMENT

Participating employers have already been apprised of the content of all amendments adopted by the Board before August 31, 2023. However, during its review, the IRS required GMEBS to include additional amendments in the restated Plan documents. The following information summarizes those amendments, as well as Amendment 1 to the Basic Plan Document, which was approved by the Board of Trustees on September 22, 2023.

- ❖ **Change from “Master Plan Document” to “Basic Plan Document”** – The IRS changed its terminology for pre-approved plan documents from “Master Plan document” to Basic Plan Document.”
- ❖ **Removal of Outdated Language** – GMEBS amended the Plan for administrative purposes to move provisions that were no longer in effect or no longer applicable.
- ❖ **Minimum Age Limits for In-Service Distribution** – As a general rule, employees or elected officials may not draw retirement benefits while employed. The Basic Plan document states that if a plan allows in-service distribution, a participant must be at least age 62, or satisfy certain “safe harbor” age and service combinations established in IRS regulations, to receive retirement benefits while employed. If a plan allows in-service distribution and has an alternative normal retirement provision with a minimum age of at least 50 specifically for public safety employees (or that satisfies certain IRS “safe harbor” age and service qualifications that apply to public safety employees), public safety employees who are eligible for the alternative normal retirement may receive an in-service distribution even if they are younger than age 62. Though Congress amended federal law in 2019 to allow plans to set normal retirement ages at a minimum age of 59 ½, the IRS’s opinion letter for the DB Plan specified it would not apply to plans that allowed in-service distribution at ages younger than 62 (or 50 for public safety employees) or that did not satisfy one of the IRS’s safe harbors for in-service distribution. **As in prior restatements, GMEBS plans that currently have in-service distribution provisions that don’t meet these requirements will have the opportunity to file for separate IRS approval of these provisions.** “In-service distribution” means a distribution of normal or alternative normal retirement benefits without a bona fide separation from service. A “bona fide

SUMMARY OF KEY AMENDMENTS

separation from service” is a separation from service of at least six months with no expectation of returning to service.

- ❖ **Removal of Public Employment Related Crime Provisions** – At the request of the IRS, GMEBS removed language concerning the reduction or forfeiture of a participant’s benefits following a final conviction of a public employment related crime from the Basic Plan Document. State laws requiring a reduction in or forfeiture of retirement benefits if a participant is convicted of a public employment related crime still apply but are no longer mentioned in the Plan documents.
- ❖ **Clarification of Process for Locating an Individual Owed Benefits** – As required by the IRS, the restated Basic Plan Document details the steps an employer offering benefits under the DB Plan must take to locate an individual to whom benefits are owed under the Plan. These steps include searching Plan-related and publicly available records or directories for alternative contact information; sending certified mail to the individual’s last known mailing address and reaching out through appropriate means for address or contact information (such as email addresses and phone numbers) available to the employer; and using either a commercial locator service, a credit reporting agency or internet search tools to find the individual.
- ❖ **Federal Tax Law Updates** – The Basic Plan Document contains several federal tax law updates, including allowing rollovers to SIMPLE IRAs in certain situations, updating mortality table language relating to annual benefit limits, and allowing employers to amend the plan as necessary to satisfy Section 415 of the Internal Revenue Code, even if doing so impacts benefits.
- ❖ **Voting Representative; Trustees** – GMEBS updated language in the Basic Plan Document designating employers’ voting representative for GMEBS purposes to be consistent with the GMEBS Bylaws. The language provides that, unless otherwise directed by an employer’s chief executive, a GMEBS trustee will be considered his or her employer’s designated voting representative. For all other employers, the chief executive or administrative officer will be the employer’s voting representative.
- ❖ **Use of Trust Fund Assets** – The Basic Plan Document stipulates that trust fund assets can be used to pay reasonable fees, taxes and expenses of the Plan and Trust.
- ❖ **Reversion of Assets in Event of Plan Termination** – Per the request of the IRS, GMEBS amended the Basic Plan Document to state that, in the event an employer’s plan is terminated, excess trust fund assets remaining after paying all vested accrued benefits to all participants can only revert to the employer if the excess was due to an actuarial error.
- ❖ **Added Language to Adoption Agreement Regarding Compliance with Federal Law when an Employer Has More than One Defined Benefit Retirement Plan** – Per the request of the IRS, the Adoption Agreement contains a new Section 15(G) concerning Section 415(b) of the Internal Revenue Code, when an employer has more than one defined benefit retirement plan. This provision will be blank in most GMEBS employers’ Adoption Agreements.

SUMMARY OF KEY AMENDMENTS

- ❖ **Adjusted Minimum Ages for Commencement of Required Minimum Contributions** – The SECURE Act of 2019 and 2022’s SECURE 2.0 raised the age at which participants have to start drawing retirement benefits. These changes were not included in the restated Basic Plan Document reviewed by the IRS. However, on September 23, 2023, the Board of Trustees of GMEBS adopted Amendment 1 to the Restated Plan to implement these updates. Currently, a terminated vested participant must retire no later than the April 1 following the date the participant turns 73. Starting in 2033, a terminated vested participant must retire no later than the April 1 following the date the participant turns 75.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
Employee Plans

August 31, 2023

Ice Miller

Attn: Lisa Erb Harrison

One American Square, Suite 2900

Indianapolis, In. 46282-0200

Re: Application for opinion letter

Dear Ms. Harrison:

The enclosed letter is being sent to you under the provisions of a power of attorney currently on file with the Internal Revenue Service.

If you have any questions, please contact Janell Hayes, badge number 1000203103, by phone at (513) 975-6319.

Sincerely,

Aimee Beimesche

Aimee Beimesche

Manager Pre-approved Plans Program

Enclosure:

Letter to taxpayer



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
1111 Constitution Ave., NW
Washington, DC 20224

GEORGIA MUNICIPAL ASSOCIATION INC
201 PRYOR STREET SW
ATLANTA, GA 30303

Date:
08/31/2023
Employer ID number:
58-0907810
Case number:
202200321
File folder number:
FFN: 317E0630001-001
Letter Serial number:
Q705465a
Plan number:
01-001
Plan description:
Non-Standardized Pre-Approved Defined
Benefit Plan
Date of submission:
06/30/2022
Person to contact:
Name: Janell Hayes
ID number: 1000203103
Telephone: 513-975-6319
Hours: 10:00 a.m. to 5:00 p.m.
EST. Mon-Fri

Dear Applicant:

In our opinion, the form of the plan shown above is acceptable for employers to use for their employees' benefit under Internal Revenue Code (IRC) Section 401.

We considered the changes in qualification requirements in the 2020 Cumulative List of Notice 2020-14, 2020-13 Internal Revenue Bulletin (I.R.B.) 555. Our opinion relates only to the acceptability of the form of the plan under the IRC. We didn't consider the effect of other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- . A copy of this letter
- . A copy of the approved plan
- . Copies of any subsequent amendments including their dates of adoption
- . Direct contact information including address and telephone number of the plan provider

Our opinion of the plan's form acceptability is a determination of the plan's qualification as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2017-41, 2017-29 I.R.B. 92. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2017-41. Thus, Employee Plans Determinations, except as provided in Section 12 of Rev. Proc. 2023-4, 2023-01 I.R.B. 162 (as updated annually), will not issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2023-4 to determine if an adopting employer is eligible to submit a determination letter application and, if so, how. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC Sections 401(a)(4), 401(a)(26), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC Sections 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan.

Our opinion doesn't apply to:

- . Treasury Regulations (Treas. Reg.) Section 1.401(a)-1(b)(2) requirements where the normal retirement age under the employer's plan is below 62.
- . Proposed Treas. Reg. 1.401(a)-1(b)(2) requirements where the employer's plan is a governmental plan and its normal retirement age doesn't satisfy one of the safe harbors under the proposed regulations.

Our opinion doesn't constitute a determination:

- . That the plan is an IRC Section 414(d) governmental plan. Nor is this a ruling as to the tax treatment of contributions that are picked up by the governmental employing unit per IRC Section 414(h)(2).
- . That the plan is an IRC Section 414(e) church plan.

A non-electing church plan may not rely on our opinion for rules governing pre-Employee Retirement Income Security Act (ERISA) participation and coverage.

Our opinion applies to the requirements of IRC Sections 410(b) and 401(a)(26) (other than the 401(a)(26) requirements that apply to a prior benefit structure) if 100% of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor benefit formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC Section 401(a)(4).

If this plan provides for voluntary employee contributions subject to IRC Section 401(m), the employer may rely on the opinion letter for the form of the nondiscrimination test of IRC Section 401(m)(2) if the employer uses a safe harbor compensation definition.

Except as provided in Section 5.18(2) of Rev. Proc. 2017-41, an employer who adopts a cash balance plan cannot rely on an opinion letter for the requirements of IRC Section 411(b)(1) where the cash balance formula uses a structure of principal credits that increase with age, service, or other measure during a participant's employment.

This opinion letter doesn't cover any provisions in trust or custodial account documents:

- . Trusts or custodial account documents can't contain a provision that the provisions of the trust override the provisions of the plan.
- . This plan's provisions override any conflicting provision in the trust or custodial account documents used with the plan.
- . An adopting employer may not rely on this letter to the extent a trust or custodial account's provisions in a separate part of the plan override or conflict with the plan document provisions.
- . This letter does not constitute a ruling or determination as to the exempt status of related trusts or custodial accounts under IRC Section 501(a).

An employer who adopts this plan may not rely on this letter when the employer:

- . Uses the plan to amend or restate a plan which wasn't previously qualified.
- . Adopts it before the opinion letter is issued.
- . Doesn't correctly complete the adoption agreement or other elective provisions in the plan.
- . Made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 8.03 of Rev. Proc. 2017-41.

Our opinion doesn't:

- . Apply to what is contained in any applicable documents referenced outside the plan or adoption agreement, such as a collective bargaining agreement.
- . Consider issues under ERISA Title I, which are administered by the Department of Labor.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you, the pre-approved plan provider, have questions about your case, you can:

- . Call the telephone number at the top of the first page of this letter. This number is only for the provider's use. Individual participants or adopting employers with questions about the plan should contact you.
 - . Write to us - provide your telephone number and the best time to call if we need more information.
- Whether you call or write, reference the letter serial number and file folder number at the top of the first page of this letter.

Let us know if you change or discontinue sponsorship of this plan.

Keep a copy of this letter for your records.

Sincerely,



Daniel Dragoo
Director, EP Rulings & Agreements

cc: ICE MILLER LLP
ATTENTION: LISA ERB HARRISON
ONE AMERICAN SQUARE, SUITE 2900
INDIANAPOLIS, IN 46282



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration of Resolution and Adoption Agreement for the Georgia Municipal Association 457 (b) Deferred Compensation Plan - City Clerk Susan Hiott

BACKGROUND/SUMMARY: Adoption of the deferred compensation plan is required by the mayor and council via a resolution. There are no percentage requirements for employees to contribute to the deferred compensation plan. It is voluntary. There are no matches of any contributions from the City.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: Staff recommends approval of resolution and adoption agreement for the Georgia Municipal Association 457 (b) Deferred Compensation Plan.

ATTACHMENTS:

1. 457 Trust Agreement Conformed 6 26 17 (1) (1)
2. 457(b) Master Plan Conformed Copy with Amendment 6 to permit in-plan roth rollover 10 1 22 (final version) (2)
3. Mableton 457(b) Adoption Agreement 8 28 2024 (1)

**THE GEORGIA
MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN
TRUST AGREEMENT**

**Board of Trustees
of the
GMA Defined Contribution
and Deferred Compensation Program
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663**

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TRUST AGREEMENT FOR THE
GEORGIA MUNICIPAL ASSOCIATION
DEFERRED COMPENSATION PLAN

THIS TRUST AGREEMENT is made and entered into effective as of January 1, 2001, by and between the members of the Board of Trustees of the GMA Defined Contribution Plan and Deferred Compensation Program ("Trustees").

PRELIMINARY INFORMATION

The Georgia Municipal Association, Inc. ("GMA") has established the Georgia Municipal Association Deferred Compensation Plan ("Plan") for the exclusive benefit of Eligible Employees of Participating Employers. The authority to conduct the general investment operation and the general administration of the Plan is vested in the Trustees. The Trustees now desire to formalize the trust ("Trust") pursuant to this trust agreement ("Trust Agreement") to serve as the funding vehicle for the Plan.

GMA is the Administrator of the Plan and the Trust. The Trustees may contract with a Service Manager to perform delegated functions with respect to the Trust. If the Trustees contract with a Service Manager, the term "Administrator" herein includes the Service Manager with respect to those duties delegated to the Service Manager.

The Trustees shall maintain the plan for the exclusive benefit of the Participants. The Trustees intend to establish sound prudent practices designed to provide easy and convenient access to information and transactions for Participants, including transfers from one Investment Fund to another at the Participant's direction. The Trustees intend to establish these practices while maintaining a reasonable cost to the Participants. The Trustees intend to preserve employees' rights to choose freely among a broad range of Investment Funds and to self-direct their investments. Further, the Trustees intend to perform ongoing evaluations and reviews to ensure that the Investment Funds offered remain diversified, competitive and attractive to Participants. It is the Trustees' intent that the Trust be exempt under Sections 501(a) and 115 of the Internal Revenue Code of 1986, as amended.

ARTICLE I - TRUST ADMINISTRATION

I.1 Trust Fund. The Trustees shall receive and accept for the purposes hereof all property paid to them by or at the direction of the Participating Employers and shall hold, invest, reinvest, manage, administer and distribute property and the increments, proceeds, earnings and income thereof for the exclusive benefit of the Participants and Beneficiaries under the Plan. All assets held by the Trustees in the Trust are referred to herein as the "Trust Fund." The Trustees have authority to invest, in accordance with valid participant instructions, and manage the assets of the Trust Fund.

I.2 Exclusive Benefit Rule. No portion of the principal or the income of the Trust Fund shall revert to the Participating Employer, or ever be used for or diverted to any purpose other than for (i) the exclusive benefit of Participants in the Plan and persons claiming under or through them pursuant to the Plan and (ii) the payment of reasonable expenses of the Plan and this Trust. The Trustees shall administer the Trust in compliance with Code Section 503(b).

I.3 Trustee Standard. The Trustees and any other fiduciary shall discharge duties with respect to the Plan with the care, skill, and caution under the circumstances then prevailing which a prudent person acting in a like capacity and familiar with those matters would use in the conduct of an activity of like character and purpose and in accordance with a good-faith interpretation of the law governing the Plan.

I.4 Investment Policy. The Trustees shall adopt a statement of investment objectives and policies for the Plan. At least annually, the Trustees shall review the statement and change or reaffirm it.

I.5 Plan. All references in the Trust Agreement to the Plan shall mean the Georgia Municipal Association Deferred Compensation Plan. The Plan, as amended from time to time, is incorporated herein by reference, and the terms herein shall have the meanings attributed to them in the Plan.

I.6 Property. The word "property" used in the Trust Agreement shall be deemed to refer to any property, real or personal, or part interest therein, wherever situated, including, but without being limited to, preferred and common stocks, shares of investment companies, bonds, notes, debentures and mortgages, equipment trust certificates, investment trust certificates, interest in partnerships whether limited or general, or in any insurance contract, policy, annuity or other investment media offered by an insurance company.

I.7 Unclaimed Benefit Payments. If any check or share certificate in payment of a benefit hereunder, which has been mailed by regular United States first-class mail to the last address of the payee furnished to the Trustees by the Administrator, is returned unclaimed, the Trustees shall notify the Administrator and shall discontinue further payments to such payee until they receive the further instructions of the Administrator, subject to any applicable Unclaimed Property Act provisions.

I.8 Duty to Furnish Information. Both the Administrator and the Trustees shall furnish to each other any document, report, return, statement or other information that the other reasonably deems necessary to perform duties imposed under the Plan or the Trust Agreement or otherwise imposed by law.

ARTICLE II - DEPOSITS AND DISBURSEMENTS FROM THE TRUST FUND

II.1 Trust Deposits. The Trustees shall delegate to the Administrator the responsibility for accepting deposits to the Trust.

II.2 Trust Payments. The Trustees shall delegate to the Administrator the responsibility for making payments from the Trust Fund. Administrator shall make payments from the Trust Fund to Participants, their Beneficiaries and such other persons as the Plan may provide. Such payments shall be made in such manner, in such amounts and for such purposes, including the payment of Plan benefits and the payment of expenses of administration of the Plan, as may be specified in the Plan. The Administrator shall ensure that any payment directed under this Section conforms to the provisions of the Plan, the Trust Agreement, and the provisions of any applicable law. Payments from the Trust shall be made by check (or the check of an agent) or deposit to the order of the payee. Payments or other distributions hereunder may be mailed to the payee at the address last furnished to the Administrator. The Trustees shall not incur any liability or other damage on account of any payment or other distribution made by the Trust in accordance with this Section.

II.3 Allocation of Trust Expenses. The Trustees shall pay all expenses of the Trust from the Trust Fund. All expenses of the Trust which are allocable to a particular Investment Fund or Account may be allocated and charged to such Investment Fund or Account as determined by the Trustees. All expenses of the Trust which are not allocable to a particular Investment Fund or Account shall be charged to each such Investment Fund or Account in the manner established by the Trustees.

ARTICLE III - INVESTMENT FUNDS

The Trustees, in accordance with provisions of the Plan, may establish one (1) or more investment options within the Trust Fund, each option being hereinafter referred to as an "Investment Fund." The Trustees shall transfer to each such Investment Fund such portion of the assets of the Trust Fund as appropriate. The Trustees shall manage, acquire or dispose of the assets in an Investment Fund in accordance with valid specific investment directions given by the Participants. All income received with respect to, and all proceeds received from, the disposition of property held in an Investment Fund shall be credited to, and reinvested in, such Investment Fund. The Trustees shall establish a default investment option in the absence of valid Participant investment direction.

From time to time, the Trustees may eliminate an Investment Fund, and the proceeds thereof shall be reinvested in another Investment Fund in accordance with the directions of the Trustees.

ARTICLE IV - INVESTMENT IN INSURANCE CONTRACTS

The Trustees may offer one (1) or more Investment Funds pursuant to one (1) or more agreements with insurance companies qualified to do business in the State of Georgia. Any asset invested pursuant to such an agreement shall be held by the insurance company. Each insurance

company so selected shall certify the value of the Trust's interest in the property held by it at least annually. The Trustees shall be entitled to rely conclusively on such valuation for all purposes under the Trust Agreement.

ARTICLE V - INVESTMENT IN MUTUAL FUNDS

The Trustees may offer one (1) or more Investment Funds pursuant to one (1) or more agreements with companies offering mutual fund products. Any asset invested pursuant to such an agreement shall be held by the Trustees. Each mutual fund so selected shall certify the value of the Trust's interest in that fund at least annually. The Trustees shall be entitled to rely conclusively on such valuation for all purposes under the Trust Agreement.

ARTICLE VI - APPOINTMENT OF INVESTMENT MANAGERS

VI.1 Investment Managers. The Trustees, from time to time, may appoint one (1) or more independent investment managers ("Investment Manager"), pursuant to a written investment management agreement with each, describing the powers and duties of the Investment Manager to manage a particular Investment Fund. The Investment Manager shall have the power to direct the management, acquisition or disposition of any asset held in any Investment Fund for which it is responsible hereunder.

The Trustees shall be responsible for ascertaining that, while each Investment Manager is acting in that capacity hereunder, the following requirements are satisfied:

(a) The Investment Manager is either (i) registered as an investment adviser under the Investment Advisers Act of 1940, as amended; (ii) a bank as defined in that Act; or (iii) an insurance company qualified to perform the services described herein under the laws of more than one state.

(b) The Investment Manager has acknowledged in writing to the Trustees that it is a fiduciary with respect to the Plan.

VI.2 Investment Manager Duties. Subject to the approval of the Trustees, each Investment Manager shall establish and carry out an investment policy and method for the Investment Fund subject to its direction and management that is consistent with the objectives of the Fund. At least annually, the Investment Manager shall review its investment policy and method with the Trustees. The Investment Manager shall make investments consistent with its investment policy, any applicable law, and the cash requirements of the Fund, as advised by the Administrator.

Each Investment Manager shall, at the request of the Trustees, certify the value of any security or other property held in any Investment Fund managed by such Investment Manager at least annually. The Trustees shall be entitled to rely conclusively upon such valuation for all purposes under the Trust Agreement.

ARTICLE VII - POWERS AND DUTIES OF THE TRUSTEES

VII.1 Exercise of Powers and Authority. Except to the extent that the same has been delegated to an Investment Manager or Insurance Company with respect to an Investment Fund, the Trustees, in administering the Trust, shall have such power and authority (including discretion with respect to the exercise of that power and authority) as may be necessary, advisable, desirable or convenient to the Trustees, in their sole discretion, subject to the provisions of this Trust Agreement, including the power and authority:

- (a) To serve as trustees and fiduciaries of the Plan;
- (b) To adopt bylaws governing the Trustees' operations and procedures, with the by-laws and amendments to such by-laws being recommended and submitted to the GMA Board of Directors for approval;
- (c) To contract with municipal corporations, political subdivisions and other public entities of this State or of local government and private entities for the provision of Plan services and for the use or furnishing of services and facilities necessary, useful, or incident to providing Plan services;
- (d) To contract with public or private entities for the provision of administrative services;
- (e) To adopt plans, trust agreements, investment guidelines and other documents necessary or desirable for the Plan;
- (f) To charge fees for administrative services in addition to any fees charged by a Service Provider;
- (g) To collect and disburse all funds due or payable under the Plan;
- (h) To provide for and promulgate all rules, regulations, and forms deemed necessary or desirable in contracting with Employers and Participants, in fulfilling the Trustees' purposes of providing Plan benefits, and in maintaining proper records and accounts;
- (i) To expend funds as budgeted by the Board, subject to the approval of the GMA Board of Directors with respect to GMA funds for the purchase of fidelity and surety bonds and liability insurance for the protection and indemnification of the Trustees in the performance of their duties;
- (j) To allocate and pay the reasonable expenses of the Plan and the Trustees while in the performance of their duties as budgeted by the Board, subject to the approval of the GMA Board of Directors with respect to GMA funds;
- (k) To employ insurance companies, banks, trust companies, investment brokers, investment advisors, or others as agents for the receipt and disbursement of funds held in trust for Participants in the Plan;
- (l) To participate in a tax exempt group trust that has been determined by the Internal Revenue Service to be a pooled fund arrangement pursuant to Revenue Ruling 81-100, as modified by Revenue Rulings 2004-67 and 2011-1, and in such case a group trust agreement shall be deemed adopted as part of this Trust Agreement without further action by the Board. In any event, no part of the Trust corpus or income may be used for, or diverted to, purposes other than for the exclusive benefit of the Plan Participants and their Beneficiaries or the payment of reasonable expenses of the Plan and this Trust.
- (m) To determine, consistent with the applicable laws, rules or regulations, and the claims procedure under the Plan all questions of law or fact that may arise as to investments and the

rights of any person claiming rights under the Plan, including without limitation, Participants, former Participants, Beneficiaries, Employees and former Employees;

(n) Subject to and consistent with the Code, to construe and interpret the Trust and to correct any defect, supply any omissions, or reconcile any inconsistency in the Trust;

(o) To accept or reject a Participating Employer's adoption of or withdrawal from the Plan;

(p) To contract for, purchase or otherwise procure insurance and investment products;

(q) To register any Trust asset in the name of the Trust, in the name of its agent or in the name of a nominee or to hold any instrument in bearer form (but the books and records of the Plan shall at all times show that such investments are part of the Trust Fund);

(r) To consult with and rely on the advice of legal counsel;

(s) To make, execute, acknowledge and deliver any and all instruments necessary or appropriate to carry out the powers herein granted;

(t) To take all actions consistent with this Trust Agreement necessary or appropriate to administer or carry out the purposes of the Trust and the Plan; provided, however, the Trustees need not take any action unless in their opinion there are sufficient Trust assets available for the expense thereof.

[AS AMENDED JUNE 26, 2017; EFFECTIVE AS OF JUNE 26, 2017]

VII.2 Authority of Individual Trustees. Any action to be taken by the Trustees shall be taken only upon the authorization or vote of a majority of such individual trustees. However, the Trustees may delegate a particular function, power or authority to an individual trustee (the "Individual Trustee"). When such delegation occurs, no person dealing with the Individual Trustee shall be required to make inquiry as to the authority of the Individual Trustee to do any act hereunder. Any such person shall be entitled, conclusively, to assume that the Individual Trustee is properly authorized to do any act which he/she purports to do hereunder, and any such person shall be under no liability to any person, whomsoever, for any act done hereunder pursuant to such written direction of the Individual Trustee. When such action is so authorized by the Individual Trustee, any such person may assume conclusively that the Individual Trustee has full power and authority to receive and give receipt for any money or property becoming due and payable to the Trustees, and no such person shall be bound to inquire as to the disposition or application of any money or property paid or delivered to the Individual Trustee, or paid or delivered in accordance with such written direction of the Individual Trustee.

ARTICLE VIII - LIMITATIONS OF RESPONSIBILITY

VIII.1 Standard of Review. In evaluating performance of the Trustees or other fiduciary, compliance by the Trustees or other fiduciary with the Trust must be determined in light of the facts and circumstances existing at the time of the Trustees or fiduciary's decision or action and not by hindsight.

VIII.2 Limitations on Liability. The Trustees' responsibilities and liabilities shall be subject to the following limitations:

- (a) The Trustees shall have no duties other than those expressly set forth in this Trust Agreement or the Plan and those imposed on the Trustees by applicable laws.
- (b) The Trustees shall be responsible only for money and property actually received by the Trustees, and then to the extent described in this Trust. The Trustees shall not be under any duty to require payment of any contribution to the Trust Fund or to see that any payment made to them is computed in accordance with the provisions of the Plan.
- (c) The Trustees shall not be responsible for the correctness of any determination of payments or disbursements from the Trust Fund.
- (d) The Trustees shall have no liability for the acts or omissions of any predecessor or successor in office.
- (e) The Trustees shall have no liability for (i) the acts or omissions of any Investment Manager or Managers; (ii) the acts or omissions of any Insurance Company; (iii) the acts or omissions of any Mutual Fund; or (iv) following directions that are given to the Trustees by the Participants or the Administrator in accordance with this Trust Agreement or the Plan.

ARTICLE IX - ACCOUNTS OF THE TRUSTEES - RECORDKEEPING AND VALUATION

The Trustees shall maintain or cause to be maintained suitable records, data and information relating to their responsibilities hereunder, in accordance with applicable Georgia law. Individual Participant Accounts shall be maintained by the Administrator pursuant to the Plan.

ARTICLE X - RELIANCE ON COMMUNICATIONS

The Trustees may rely upon a certification of the Administrator with respect to any instruction, direction, or approval of such Administrator and may continue to rely upon such certification until a subsequent certification is filed with the Trustees. The Trustees shall have no duty to make any investigation or inquiry as to any statement contained in any such writing but may accept the same as fully authorized by the Administrator.

The Trustees shall be protected further in relying upon a written certification from any Investment Manager, insurance company or mutual fund as to the person or persons authorized to give instructions or directions on behalf of such Investment Manager or insurance company and may continue to rely upon such certification until a subsequent written certification is filed with the Trustees.

ARTICLE XI - RESIGNATION AND REMOVAL OF TRUSTEES

The resignation, removal and appointment of Trustees is governed by applicable Georgia law. Upon such resignation or removal, a successor individual co-trustee shall be appointed by the GMA Board of Directors, and shall have the same powers and duties as those conferred upon the Trustees hereunder.

ARTICLE XII - AMENDMENT

This Trust Agreement may be amended by written agreement between the Trustees at any time and in any manner permitted by applicable law.

ARTICLE XIII - TERMINATION

This Trust Agreement and the Trust created hereby may be terminated at any time by the Trustees with respect to an Employer when the Employer's participation in the Plan is terminated. The Trust Agreement and the Trust may be terminated in its entirety when the Plan is terminated in its entirety. Notwithstanding the foregoing, the Trustees shall not be required to pay out any asset of the Trust Fund to Participants and Beneficiaries or a successor plan upon termination of the Trust until the Trustees have received written certification from the Administrator (i) that all provisions of law with respect to such termination have been complied with; and (ii) after the Trustees have made a determination of the fair market value of the assets of the Plan, that the assets of the Plan are sufficient to discharge when due all obligations of the Plan required by law. The Trustees shall rely conclusively on such written certification and shall be under no obligation to investigate or otherwise determine its propriety.

ARTICLE XIV - MISCELLANEOUS

XIV.1 Construction and Governing Law. This Trust Agreement shall be construed, enforced and administered and the validity thereof determined in accordance with the Code and the laws of the State of Georgia.

Words used herein in the masculine gender shall be construed to include the feminine gender, where appropriate, and words used herein in the singular or plural shall be construed as being in the plural or singular where appropriate. The headings and subheadings in this Trust Agreement are inserted for convenience of reference only and are not to be considered in the construction of any provision of the Trust Agreement.

In resolving any conflict among provisions of this Trust Agreement and in resolving any other uncertainty as to the meaning or intention of any provision of this Trust Agreement, the interpretation that (i) causes the Plan and Trust to satisfy the applicable requirements of Code Section 457(b) and the Trust to be exempt from tax under Code Sections 115 and 501(a), and (ii)

causes the Plan and Trust to comply with all applicable requirements of state or federal law shall prevail over any different interpretation.

XIV.2 Duration of Trust. Unless sooner terminated, the Trust created under the Trust Agreement shall continue for the maximum period of time permitted by the laws of the State of Georgia.

XIV.3 No Guarantees. Neither the Administrator nor the Trustees guarantee the Trust Fund from loss or depreciation or the payment of any amount which may become due to any person under the Plan or the Trust Agreement.

XIV.4 Parties Bound. This Trust Agreement shall be binding upon the parties hereto, the Participating Employers, all Participants in the Plan and persons claiming under or through them pursuant to the Plan, and, as the case may be, the heirs, executors, administrators, successors and assigns of each of them.

XIV.5 Necessary Parties to Disputes. Necessary parties to any accounting, litigation or other proceedings relating to the Trust Agreement shall include only the Trustees and the Administrator. The settlement or judgment in any such case in which the Trustees are duly served or cited shall be binding upon all Participants in the Plan and their Beneficiaries and estates, and upon all persons claiming by, through or under them.

XIV.6 Severability. If any provisions of the Trust Agreement shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of the Trust Agreement shall continue to be fully effective. If any provision of the Trust Agreement is held to violate the Code or to be illegal or invalid for any other reason, that provision shall be deemed to be null and void, but the invalidation of that provision shall not otherwise affect the Plan or Trust.

XIV.7 Supersession. The terms of the Trust Agreement shall supersede any previous oral agreement between the parties pertaining to the Trust.

XIV.8 Acceptance of Trust. Each trustee hereby accepts the trust under the Trust Agreement.

XIV.9 Counterparts. This Trust Agreement may be executed in one (1) or more counterparts, each of which shall constitute an original.

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

Board of Trustees of the GMA Defined
Contribution and Deferred Compensation
Program

Date

Chairperson

ADMINISTRATOR

Date

Signed: _____

Printed Name: _____

Title: _____

**THE GEORGIA MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN
MASTER PLAN DOCUMENT**

**ADMINISTERED BY:
GEORGIA MUNICIPAL ASSOCIATION
201 PRYOR STREET, SW
ATLANTA, GEORGIA 30303
TELEPHONE: 404-688-0472
FACSIMILE: 678-686-6289**

Restated Effective January 1, 2009

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THE GEORGIA MUNICIPAL ASSOCIATION DEFERRED COMPENSATION PLAN

Effective January 1, 2001, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program, adopted December 4, 2000, the Board of Trustees of the Georgia Municipal Association Defined Contribution and Deferred Compensation Plan hereby establishes the GMA Deferred Compensation Plan ("Plan") under Section 457(b) of the Internal Revenue Code. This Plan is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

The Trustees last authorized the Plan to be amended and completely restated effective January 1, 2002 in order to provide for employer contributions, to authorize distributions under qualified domestic relations orders, and to incorporate changes in federal law under the Economic Growth and Tax Relief Reconciliation Act of 2001 ("EGTRRA") and final regulations issued to implement Code Section 457(b).

Effective January 1, 2009 (unless otherwise provided herein), the Trustees have authorized the Plan to be amended and completely restated in order to incorporate changes in federal law under the Pension Protection Act of 2006; Heroes Earnings and Assistance Relief Tax Act of 2008; Worker, Retiree, and Employer Recovery Act of 2008; final regulations issued under Code 415; and, model language promulgated by the Internal Revenue Service.

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

ARTICLE I - DEFINITIONS

1.1. "Account" means the account maintained for a Participant by the Administrator which reflects the value of the deferred Compensation credited to the Participant, including the Participant's Annual Deferrals, the earnings or loss of the Trust Fund (net of Trust Fund expenses) allocable to the Participant, any transfers for the Participant's benefit, and any distribution made to the Participant or the Participant's Beneficiary. The Account includes the following subaccounts and any other subaccounts established by the Administrator: the Employee Contribution Account, the Roth Contribution Account the Employer Contribution Account, and the Rollover Account. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

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

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

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

1.5. "Annual Deferral" means the amount of Compensation deferred by a Participant in any year pursuant to Articles IV, V and VI, including Roth Contributions. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

1.7. "Beneficiary" means the person or persons designated by a Participant to receive any benefit payable upon the Participant's death. ~~or, if none, the Participant's estate.~~ [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.8. "Code" means the Internal Revenue Code of 1986, as now in effect or as hereafter amended. All citations to sections of the Code are to such sections as they may from time to time be amended or renumbered.

1.9. "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses, and overtime pay, that is includible in the Employee's gross income for the calendar year, plus amounts that would be cash compensation for services to the Employer includible in the Employer's gross income for the calendar year but for a compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election by the Participant to defer compensation under Article IV). If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer.

1.10. "Disability" or "Disabled" means a total and permanent disability determined as follows: (i) by the Social Security Administration for a Participant who is covered by Social Security; or (ii) by the Employer, for a Participant who is not covered by Social Security. With respect to (ii), the Employer shall use the definition of disability found in Code Section 72(m)(7).

1.11. "Eligible Employee" means an Employee who by the Adoption Agreement is eligible to participate in the Plan. In designating Eligible Employees under the Adoption Agreement, the Participating Employer may designate that all Employees (including elected or appointed members of the Governing Authority), may participate, or may designate that all Employees, other than those specifically excluded, may participate. A Participating Employer may also specify that independent contractors may participate in the Plan.

1.12. "Employee" means any common law employee of an Employer and includes elected and appointed officials. However, the term does include independent contractors if permitted by the Adoption Agreement.

1.13. "Employee Contribution" means the amount of Compensation deferred on a pre-tax basis pursuant to an Employee's Participation Agreement as provided under Article IV. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.14. "Employee Contribution Account" means the subaccount maintained by the Administrator to which pre-tax deferrals pursuant to Article IV and transfers pursuant to Article XVIII will be credited. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

1.16. "Employer Contribution" means Matching Contributions and Non-Matching Contributions which may be provided under an Addendum to the Adoption Agreement and made by a Participating Employer to the Employer Contribution Account for a Participant pursuant to Article V.

1.17. "Employer Contribution Account" means the subaccount maintained by the Administrator to which Employer Contributions, if any, will be credited.

1.18. "Forfeiture Account" means the account maintained by the Administrator to which forfeited amounts under the Plan shall be credited.

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

1.20. "Includible Compensation" means an Employee's Compensation within the meaning of Section 415(c)(3) of the Code required to be reported as actual wages in Box 1 of Form W-2 for a year for services to the Employer plus any compensation reduction election under Section 125, 132(f), 401(k), 403(b), or 457(b) of the Code (including an election to defer Compensation under Article IV) that is actually paid or includable in gross income during the calendar year. Effective January 1, 2008 Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

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

Employer during the twelve month period immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the Cost of Living Adjustment (\$245,000 for 2009). The Cost of Living Adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

1.21. "Investment Fund" means an investment fund which forms part of the Trust Fund as established by the Trustees at the direction of the Administrator.

1.22. "Matching Contribution" means the matching contribution made by the Participating Employer as determined under the Addendum to the Adoption Agreement and made pursuant to Article V.

1.23. "Non-Matching Contribution" means the non-matching contribution made by the Participating Employer as determined under the Addendum to the Adoption Agreement and made pursuant to Article V.

1.24. "Normal Retirement Age" means the age selected by a Participant that fixes the eligibility period for utilizing the catch-up limitation under Section 6.3. The Normal Retirement Age selected by a Participant may be any age that is on or after the earlier of age sixty-five (65) or the earliest age that the Participant would become eligible to retire and receive unreduced benefits as a member of the defined benefit pension plan of the Participant's Employer, and not later than age seventy and a half (70 ½). A Participant's Normal Retirement Age established for catch-up does not have any bearing on the age at which the Participant actually retires. In the absence of an Employer defined benefit pension plan, Normal Retirement Age shall be at least age 65 but no later than age 70 ½. Provided, that a Participant may not have more than one Normal Retirement Age under all of the eligible deferred compensation plans offered by a Participating Employer.

1.25. "Participant" means an Eligible Employee who (i) is currently deferring or has previously deferred Compensation under the Plan by salary reduction, and who has not received a distribution of his entire benefit under the Plan, (ii) is currently receiving or has previously received Employer Contributions pursuant to an Addendum, even if the Employee has not entered into a Participation Agreement to defer Compensation, and has not received a distribution of his entire benefit under the Plan, or (iii) has made a rollover into the Plan, even if the Employee has not entered into a Participation Agreement to defer Compensation, and has not received a distribution of his entire benefit under the Plan. Only individuals who perform services for the Employer as an Employee may defer Compensation under the Plan.

1.26. "Participating Employer" means any Employer who elects to participate in the Plan pursuant to Article II with respect to the Eligible Employees of the Employer.

1.27. "Participation Agreement" means the Applicable Form completed by an Employee to participate in the Plan and defer Compensation.

1.28. "**Payroll Period**" is the time period specified by the Participating Employer in the Adoption Agreement. The Participating Employer may specify a payroll period that is weekly, bi-weekly, monthly, semi-monthly, or any other specified period.

1.29. "**Plan Year**" means the fiscal year of the Participating Employer, as specified in the Adoption Agreement.

1.30. "**Rollover Account**" means the subaccount maintained by the Administrator to which rollovers pursuant to Article XVI will be credited, other than any amount rolled over by a Participant under Section 16.3, which will be credited to a Participant's Roth Contribution Account. The Administrator may establish one or more rollover subaccounts. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.31. "**Roth Contribution**" means, effective as of July 1, 2016, the amounts contributed to the Plan pursuant to Article IV that have been (i) designated irrevocably by the Participant as a Roth Contribution that is being made in lieu of all or a portion of the Employee Contributions the Participant is otherwise eligible to make under the Plan, and (ii) treated by the Employer as includible in the Participant's gross income at the time the Participant would have received that amount in cash if the Participant had not made such a designation. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JULY 1, 2016]

1.32. "**Roth Contribution Account**" means the account maintained for a Participant that is credited with the Participant's Roth Contributions and any amount rolled over by a Participant under Section 16.3, and any earnings or losses credited thereon. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

1.33. "**Roth Qualified Distribution**" means a distribution from a Roth Contribution Account after the Participant has satisfied a five-year holding period and has attained age 59½, died, or become disabled within the meaning of Code Section 72(m)(7), in accordance with Code Section 402A(d). The five-year holding period is the period of five consecutive taxable years that begins with the first day of the first taxable year in which the Participant makes a Roth Contribution under the Plan or to another retirement plan which amount was directly rolled over to the Plan, and ends when five consecutive taxable years have been completed. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

1.35. "**Severance from Employment**" means the date that the Employee dies, retires, or otherwise has a severance from employment with the Employer. A Participant shall be deemed to have severed employment with the Participating Employer for purposes of the Plan when, in accordance with the established personnel practices of the Participating Employer, the employment relationship is considered actually terminated. If a Participant has not been terminated, but the Participant has not performed services for the Participating Employer for a period of six (6) consecutive months and the Participant is not on a paid leave of absence, the Participant shall be deemed Severed from Employment for purposes of this Plan at the end of the six (6) month period.

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

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

1.38. "**Trustees**" mean the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Program, which Trustees are appointed by the Board of Directors of GMA.

1.39. "**Vesting**" means that a benefit of the Participant is no longer subject to a substantial risk of forfeiture in accordance with Code Section 457.

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

ARTICLE II - PARTICIPATION BY EMPLOYERS

2.1. **Adoption by Employer.** Any Employer may make the Plan available to its Employees if it takes the following actions.

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

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

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

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

(e) The resolution must acknowledge that the Trustees are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Employer that are not part of the GMA Defined Contribution and Deferred Compensation Program.

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

2.2. **Other 457(b) Plan Participation.** Employers whose Employees are already participating in a deferred compensation plan under Code Section 457(b) as of the effective date of the Adoption Agreement must inform the Administrator of the name of and the provider of that plan and must provide any other information requested by the Administrator. Upon reasonable request by the Participating Employer, the Administrator shall provide an Employer with information reasonably necessary to comply with the applicable deferral limits under the Plan, as detailed under Article VI.

All eligible plans of a Participating Employer (including all investments offered by vendors through a 457(b) arrangement) are considered to be a single plan for purposes of compliance with Code Section 457(b). The Participating Employer will be responsible for ensuring that all of its arrangements, treated as a single plan, comply with the applicable requirements of Code Section 457 and Regulations, including, but not limited to, the coordination of limitations on Annual Deferrals (including the basic limit, age 50 catch-up limit, and special 457 catch-up limit under Article VI), corrections of excess deferrals (Section 6.7), and plan-to-plan transfers (Article XVIII).

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

2.4. Delinquent Contributions. It is the Participating Employer's responsibility to correctly calculate and remit the appropriate contributions. The Administrator reserves the right to give notice to the highest elected official, the designated representative of the Employer and/or the Eligible Employees of the delinquent Participating Employer in the event it comes to the Administrator's attention that contributions are not being remitted in a timely manner.

Neither GMA, the Trustees, nor the Administrator have any liability for the delinquency of a Participating Employer.

ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION

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

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

ARTICLE IV - ELECTION TO DEFER COMPENSATION

4.1. Participation and Deferral Election Rules.

(a) **Generally.** A portion of an Employee's Compensation shall be deferred for any calendar month only if the Employee enters into a Participation Agreement prior to the beginning of the month in which the compensation is paid or made available. Upon signing a Participation Agreement, an Employee agrees to have Compensation for each pay period deferred by the amount specified in the Participation Agreement. Provided, however, a new Employee may defer Compensation payable in the calendar month during which the Participant first becomes an

Employee if the Employee enters into a Participation Agreement providing for the deferral on or before the first day on which the Participant performs services for the Employer.

(b) Election Required for Participation. An Employee may elect to become a Participant by executing a Participation Agreement to defer a portion of his or her Compensation (and have that amount contributed as an Annual Deferral on his or her behalf) and filing it with the Administrator. Effective as of on or after July 1, 2016, if an Employer completes an Addendum to its Adoption Agreement to permit Roth Contributions, and effective on or after October 1, 2022, regardless of whether an Employer completes an Addendum to its Adoption Agreement to permit Roth Contributions, a Participant Agreement completed by an Employee must designate whether the amounts are to be contributed as pre-tax Employee Contributions or after-tax Roth Contributions. If the Employee fails to designate whether Annual Deferrals are pre-tax Employee Contributions or after-tax Roth Contributions, the Employee will be deemed to have designated his or her Annual Deferrals as pre-tax Employee Contributions. This participation election shall be made on the Participation Agreement provided by the Administrator under which the Employee agrees to be bound by all the terms and conditions of the Plan. The participation election (whether on one form or multiple forms) shall also include designation of investment funds and a designation of Beneficiary. An Employee shall become a Participant as soon as administratively practicable following the date the Employee files a Participation Agreement. Any such election shall remain in effect until a new election is filed. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JULY 1, 2016; EFFECTIVE AS OF OCTOBER 1, 2022]**

The Employer is responsible for distributing any and all applicable notices to Eligible Employees regarding establishment of a Roth Contribution Account and an Eligible Employee's rights and responsibilities thereunder. The Employer is responsible for implementing Roth Contributions following an Eligible Employee's election to make Roth Contributions under the Plan, including but not limited to withholding applicable after-tax Roth Contributions, remitting said Roth Contributions to the Service Manager and providing the Service Manager with information necessary to establish accounts for Eligible Employees making Roth Contributions or receiving Rollovers of Roth Contributions. **[EFFECTIVE AS OF OCTOBER 1, 2022]**

Automatic Enrollment. Effective as of September 1, 2016, if an Employer has completed an Addendum to its Adoption Agreement to add an automatic enrollment feature, the following provisions shall apply. If an Employee does not otherwise elect to defer a portion of (or none of) his or her Compensation upon his or her first day of employment or, if later, by 10 days prior to the end of the first pay period ending after the date on which he or she is first eligible to participate in the Plan, provided he or she is notified of his or her rights and obligations under these automatic enrollment provisions, he or she shall be deemed to have entered into a Participation Agreement to establish an automatic contribution arrangement with his or her Participating Employer to make pre-tax Employee Contributions in an amount equal to the percentage of his or her Compensation established in the Employer's Addendum to the Adoption Agreement establishing the automatic enrollment feature, effective as of the first payroll period ending on or after the Employee's employment date, or as soon as administratively feasible thereafter. The percentage of Compensation designated in the Addendum to the

Adoption Agreement for this purpose shall be no less than 3%. Contributions made pursuant to these automatic enrollment provisions shall be designated as pre-tax Employee Contributions only and shall not constitute after-tax Roth Contributions. The Participating Employer shall provide any notices to Participants in conjunction with such automatic contribution arrangement as may be required. The Administrator shall specify the manner in which a declination to make pre-tax Employee Contributions pursuant to this paragraph may be made.

A Participant may at any time affirmatively elect, in accordance with the provisions of this Section 4.1 governing Participant elections, to make pre-tax Employee Contributions at a different rate, to make after-tax Roth Contributions at a rate designated by the Participant, or both, or to make no pre-tax Employee Contributions or after-tax Roth Contributions. A Participant who makes such an affirmation election shall no longer be subject to the automatic contribution arrangement. ~~The Participating Employer shall provide any notices to Participants in conjunction with such automatic enrollment as may be required. The Administrator shall specify the manner in which a declination to make pre-tax Employee Contributions pursuant to this paragraph may be made.~~

A Participant who is automatically enrolled in the Plan pursuant to these automatic enrollment provisions may subsequently elect in writing on an Application Form ~~a Participation Agreement~~ to opt out of the Plan and withdraw his or her pre-tax Employee Contributions made to date (adjusted for allocable gains and losses) pursuant to this Section 4.1. Such an election must be made no later than ninety (90) days after the date the first deferral is made and will be effective no later than the earlier of: (i) the pay date for the second payroll period that begins after the date the election is made and (ii) the first pay date that occurs at least thirty (30) days after the election is made. The amount of the withdrawal shall be includible in the Participant's gross income for the taxable year in which the distribution is made. [AS AMENDED JUNE 27, 2016, AND SEPTEMBER 30, 2016]

(c) Deferral of Accumulated Sick Pay, Vacation Pay, or Back Pay. In general, an Employee may make a separate election to defer accumulated sick pay, vacation pay or back pay only if the Employee enters into a Participation Agreement prior to the beginning of the month in which such amounts would otherwise be paid or made available to the Employee and the participant is an Employee in that month. However, if an Eligible Employee is retiring or otherwise having a Severance from Employment during a month, the Eligible Employee may elect to defer accumulated sick pay, vacation pay or back pay if such amounts would otherwise be paid or made available before the Employee has a Severance from Employment and the Employee enters into a Participation Agreement providing for deferral of such amounts prior to the date such amounts would be paid. This paragraph shall apply only to the extent the Participant is entitled to receive a cash payment from the Participating Employer for accumulated sick pay, vacation pay, or back pay. This paragraph shall not be interpreted to establish any entitlement to sick pay, vacation pay, or back pay, not otherwise available under the Participating Employer's policies, rules, and procedures.

4.2. Amendment of Annual Deferrals Election. Subject to other provisions of the Plan, a Participant may at any time revise his or her participation election, including a change of

the amount of his or her Annual Deferrals, his or her investment direction and his or her designated Beneficiary, on an Applicable Form in accordance with procedures established by the Administrator. Unless the election specifies a later effective date, a change in the amount of the Annual Deferrals shall take effect as of the first day of the next following month in which the compensation is paid or made available or as soon as administratively practicable if later. A change in the investment direction shall take effect as of the date provided by the Administrator on a uniform basis for all Employees. A change in the Beneficiary designation shall take effect when the election is accepted by the Administrator.

4.3. Information Provided by the Participant. Each Employee enrolling in the Plan should provide to the Administrator at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the Administrator to administer the plan, including, without limitation, whether the Employee is a participant in any other eligible plan under Code section 457(b).

4.4. Effective Date of Deferrals. In all cases, a deferral shall be considered effective as of the date the Employer withholds the Annual Deferral from the Participant's pay.

ARTICLE V - EMPLOYER CONTRIBUTIONS

5.1. Employer Contributions. Effective June 1, 2004, a Participating Employer may provide for Employer Matching and/or Non-Matching Contributions to the Plan by completing an Addendum to its Adoption Agreement to implement such contributions. Employer Contributions shall be made to the Plan in accordance with this Article, Article VI, the Adoption Agreement, and said Addendum.

(a) **Additional Eligibility Requirements.** A Participating Employer may prescribe under the Addendum a minimum number of hours that an Employee must be scheduled and normally work in order to receive an allocation of Employer Contributions under the Plan. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in Employee eligibility. Additionally, a Participating Employer may establish under the Addendum a waiting period before an Eligible Employee may become eligible to receive an Employer Contribution under the Plan. The waiting period may consist of a minimum period of service (not more than twelve (12) months), and the Employer may choose whether to give credit for service prior to adoption of the Plan and whether to add together different periods of service, or the Employer may specify a different waiting period.

(b) **Designation of Type of Contribution.** A Participating Employer shall specify in the Addendum whether it will make Matching Contributions and/or non-Matching Contributions. Matching Contributions shall be made to match all or a portion of the Participant's Compensation deferred under the Plan, in accordance with the formula and method specified by the Participating Employer in the Addendum. Non-Matching Contributions are not tied to Participant contributions to the Plan and shall be made in accordance with the formula and method specified by the Participating Employer in the Addendum.

(c) **Effective Date of Addendum.** The Addendum establishing the amount and method of calculating contributions continues in effect from Plan Year to Plan Year until

amended or repealed by the Governing Authority or until the Participating Employer's participation in the Plan is terminated.

(d) Investment Options. Unless otherwise directed by the Participant, in accordance with procedures established by the Service Manager, Employer Matching and/or Non-Matching Contributions shall be invested in the same manner as the Participant's Employee Contribution Account.

5.2. Matching Contributions. If the Addendum provides for Matching Contributions, the Governing Authority shall determine and specify in the Addendum the formula for calculating the Matching Contributions, which may be all or a specified portion of a Participant's Compensation, to the extent deferred to the Plan. The Employer may calculate matching contributions based on (i) a percentage of the Compensation deferred by the Employee to the Plan, with no cap, a flat dollar cap, or a cap equal to a percentage of Compensation, (ii) a flat dollar match per payroll period, or (iii) any other specified formula in the Addendum.

5.3. Eligibility for Matching Contributions.

(a) In the Addendum, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees. If the Addendum provides for Matching Contributions, a Participant shall be eligible for Matching Contributions for any Payroll Period only if the Participant meets the conditions set forth in the Adoption Agreement and Addendum.

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

5.4. Non-Matching Contributions. If the Addendum provides for Non-Matching Contributions, the Governing Authority shall determine and specify in the Addendum the formula for calculating the Non-Matching Contributions, which may be a fixed amount or a specified portion of a Participant's Compensation. The Employer may make Non-Matching Contributions as (i) a one-time year end contribution (either a flat dollar amount or percentage of Compensation), (ii) a percentage or flat dollar amount per payroll period, or (iii) any other specified formula in the Addendum.

5.5. Eligibility for Non-Matching Contributions. In the Addendum, the Participating Employer may establish different classes of Participants who are eligible or ineligible to receive Non-Matching Contributions. The Employer may also establish different Non-Matching Contribution amounts or formulas applicable to different classes of Eligible Employees. If the Addendum to the Adoption Agreement provides for Employer Non-Matching Contributions, a Participant shall be eligible for Non-Matching Contributions only if the Participant meets the conditions set forth in the Adoption Agreement and Addendum.

5.6. Changes in Employer Contributions. A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution to amend its Adoption Agreement and/or Addendum in accordance with Section 21.3. The

resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

ARTICLE VI - LIMITATIONS ON DEFERRALS

6.1. Basic Annual Limitation. The maximum amount of the Annual Deferral under the Plan for any calendar year shall not exceed the lesser of (i) the Applicable Dollar Amount, or (ii) the Participant's Includible Compensation for the calendar year. The Applicable Dollar Amount is the amount established under Section 457(e)(15) of the Code applicable as set forth below:

<u>For the Following Years:</u>	<u>The Applicable Dollar Amount is:</u>
2002	\$11,000
2003	\$12,000
2004	\$13,000
2005	\$14,000
2006 or thereafter	\$15,000 Adjusted for cost-of-living after 2006 to the extent provided under Section 415(d) of the Code

For purposes of this limit, all eligible 457(b) deferred compensation plans offered by a Participating Employer are treated as a single plan.

6.2. Age 50 Catch-Up Annual Deferral Contributions. A Participant who will attain age fifty (50) or more by the end of the calendar year is permitted to elect an additional amount of Annual Deferrals, up to the maximum age 50 catch-up Annual Deferrals for the year. The maximum dollar amount of the age 50 catch-up Annual Deferrals for a year is as follows:

<u>For the following years:</u>	<u>The maximum age 50 catch-up dollar amount is:</u>
2003	\$2,000
2004	\$3,000
2005	\$4,000
2006	\$5,000
Thereafter	Adjusted for cost-of-living after 2006 to the extent provided under the Code.

6.3. Special Section 457 Catch-Up Limitation. If the applicable year is one of a Participant's last 3 calendar years ending before the year in which the Participant attains Normal Retirement Age and the amount determined under this Section 6.3 exceeds the amount computed under Sections 6.1 and 6.2, then the Annual Deferral limit under this Article V shall be the lesser of:

(a) An amount equal to 2 times the Section 6.1 Applicable Dollar Amount for such year; or

(b) The sum of:

(1) An amount equal to (A) the aggregate Section 6.1 limit for the current year plus each prior calendar year beginning after December 31, 2001 during which the Participant was an Employee under the Plan, minus (B) the aggregate amount of Compensation that the Participant deferred under the Plan during such years, plus

(2) An amount equal to (A) the aggregate limit referred to in section 457(b)(2) of the Code for each prior calendar year beginning after December 31, 1978 and before January 1, 2002 during which the Participant was an Employee under the Plan (determined without regard to Sections 6.2 and 6.3), minus (B) the aggregate contributions to Pre-2002 Coordination Plans for such years.

However, in no event can the deferred amount be more than the Participant's Compensation for the year.

6.4. Coordination of Limits.

(a) Participant Covered By More Than One Eligible Plan. If the Participant is or has been a participant in one or more other eligible plans within the meaning of section 457(b) of the Code, then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Article VI. For this purpose, the Administrator shall take into account any other such eligible plan maintained by the Employer for which the Administrator receives from the Employer sufficient information concerning such plan, and shall also take into account any other such eligible plan for which the Administrator receives from the Participant sufficient information concerning his or her participation in such other plan. However, the Participating Employer is responsible for monitoring Annual Deferrals to the Plan and directing the distribution of any excess Annual Deferrals. See Sections 6.5 and 6.7.

(b) Pre-Participation Years. In applying Section 6.3, a year shall be taken into account only if (i) the Participant was eligible to participate in the Plan during all or a portion of the year and (ii) Compensation deferred, if any, under the Plan during the year was subject to the Basic Annual Limitation described in Section 6.1 or any other plan ceiling required by section 457(b) of the Code.

(c) Pre-2002 Coordination Years. For purposes of Section 5.3(b)(2)(B), "contributions to Pre-2002 Coordination Plans" means any employer contribution, salary reduction or elective contribution under any other eligible Code section 457(b) plan, or a salary reduction or elective contribution under any Code section 401(k) qualified cash or deferred arrangement, Code section 402(h)(1)(B) simplified employee pension (SARSEP), Code section 403(b) annuity contract, and Code section 408(p) simple retirement account, or under any plan for which a deduction is allowed because of a contribution to an organization described in section 501(c)(18) of the Code, including plans, arrangements or accounts maintained by the Employer or any employer for whom the Participant performed services. However, the contributions for any calendar year are only taken into account for purposes of

Section 5.3(b)(2)(B) to the extent that the total of such contributions does not exceed the aggregate limit referred to in section 457(b)(2) of the Code for that year.

(d) Current Rule. For 2002 and thereafter, any amounts contributed by the Participant to a tax-sheltered annuity pursuant to Section 403(b) or to a 401(k) plan pursuant to Code Section 402(e)(3) shall not reduce the maximum Annual Deferrals under Sections 6.1, 6.2, and 6.3.

(e) Coordination Responsibility. The Participant is responsible for ensuring coordination of and compliance with the individual limit under Code § 457(c), in the case of eligible plans of different employers.

6.5. Participating Employer Responsibility for Contribution Limits. The Participating Employer must monitor Annual Deferrals to the Plan on behalf of a Participant to this Plan and any other 457(b) plan maintained by the Participating Employer to determine compliance with the Annual Deferral limitations under this Article. The Participating Employer must cease payroll deferrals to avoid exceeding the Annual Deferral limits and must notify the Administrator if excess deferrals have been made. Upon reasonable request by a Participating Employer, the Administrator will provide a Participating Employer any information reasonably necessary to comply with these Annual Deferral limits. Additionally, upon reasonable request by a Participating Employer, the Administrator shall provide information needed by the Employer for the Employer to complete tax returns for employees.

6.6. Employer Contribution Limits. If the Employer agrees to make contributions to the Plan on behalf of a Participant under Article V pursuant to an Addendum to the Employer's Adoption Agreement, the Employer Contributions shall be deemed Annual Deferrals made by the Participant. For purposes of this Article, Employer Contributions shall be processed as payroll deferrals, shall apply toward the maximum Annual Deferral limits in the taxable year that they vest, and must comply with any procedure established by the Administrator.

6.7. Correction of Excess Deferrals.

(a) Excess Deferrals with Single Plan. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above (other than the individual limit of Code Section § 457(c)), when this Plan is the only eligible plan offered by a Participating Employer, then the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto), shall be distributed to the Participant.

(b) Excess Deferrals with Multiple Plans. If the Annual Deferral on behalf of a Participant for any calendar year exceeds the limitations described above (other than the individual limit of Code Section § 457(c)) when combined with other amounts deferred by the Participant under another eligible deferred compensation plan under section 457(b) of the Code, then the Participating Employer shall instruct the Administrator as to whether the Annual Deferral, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto) should be distributed from this Plan. If directed by the Employer, the excess deferrals shall be distributed from this Plan even if there would be no

excess if only Annual Deferrals to this Plan were taken into account. Upon reasonable request by the Participating Employer, the Administrator will provide the Participating Employer any information reasonably necessary to comply with these responsibilities.

(c) Individual Limit. If Annual Deferrals are in excess of the individual limit of Code Section § 457(c), the Administrator may distribute excess deferrals at the direction of the Participant.

(d) Employee Contributions and Roth Contributions. If a Participant who made both pre-tax Employee Contributions and Roth Contributions for a calendar year has excess amounts for that year, the excess Annual Deferrals will be distributed out of the Roth Contribution Account unless the Participant elects instead to have the excess Annual Deferrals distributed out of the Employee Contribution Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

6.8. Disregard Excess Deferral. For purposes of Sections 6.1, 6.2, and 6.3, an individual is treated as not having deferred compensation under a plan for a prior taxable year to the extent excess deferrals under the plan are distributed, as described in Section 6.7. To the extent that the combined deferrals for pre-2002 years exceeded the maximum deferral limitations, the amount is treated as an excess deferral for those prior years.

ARTICLE VII - VESTING STANDARDS

7.1. Employee Contributions. A Participant shall be 100% Vested in the Participant's Annual Deferrals made pursuant to Article IV, and in the Participant's transferred amounts under Article XVIII, at all times. A Participant shall also be 100% Vested in the Participant's Rollover Account at all times.

7.2. Employer Contributions. A Participant shall Vest in the Matching and/or Non-Matching Contributions made pursuant to Article V pursuant to the schedule elected by the Participating Employer in the Addendum to the Adoption Agreement. If a vesting schedule is selected by the Employer, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified in the Addendum, in calculating the vesting period, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer, and the Participant's service begins with the first day of employment as a Eligible Employee. A Participating Employer may elect from the following types of vesting schedules, and may elect different vesting schedules for Matching and Non-Matching Contributions.

- (a) Immediate Vesting.
- (b) Cliff Vesting (100% vesting after a specified number of years of service).
- (c) Graduated Vesting (a specified percentage vested for each completed Year of Service, not to exceed five (5) years).

For cliff or graduated vesting, the Participating Employer may elect in the Addendum whether to give credit for service prior to adoption of the Plan and whether to add together different periods of employment.

7.3. Forfeitures. If a Participant has a Severance from Employment, the Participant's non-vested Employer Matching Contributions and/or non-vested Employer Non-Matching Contributions shall be forfeited as of the date of the Participant's Severance from Employment. The Employer is responsible for reporting forfeitures to the Administrator when they occur.

ARTICLE VIII - ACCOUNTS AND REPORTS

8.1. Account. The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant: the Employee Contribution Account, the Roth Contribution Account, the Employer Contribution Account, and the Rollover Account. The Employee Contribution Account shall be credited with the Participant's pre-tax Annual Deferrals for each Payroll Period and with amounts that are transferred to the Participant's Account under Article XVIII. The Roth Contribution Account shall be credited with the Participant's Roth Contributions and any amount rolled over by a Participant under Section 16.3. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Addendum to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

Contributions and withdrawals of Roth Contributions will be credited and debited to the Roth Contribution Account maintained for a Participant. The Plan will maintain a record of the amount of Roth Contributions in each Participant's Account. Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to a Participant Roth Contribution Account and the Participant's other accounts under the Plan. No contributions other than Roth Contributions and properly attributable earnings will be credited to each Participant's Roth Contribution Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

8.2. Statements of Account. A written report of the status of each Participant's Account shall be furnished to the Participant by the Administrator within thirty (30) days after the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to their Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary

is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

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

ARTICLE IX - VALUATION OF ACCOUNTS

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

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

9.3. Report from Administrator to Trustees. The Administrator shall provide a report to the Trustees concerning the valuation of Accounts within forty-five (45) days after the end of each calendar quarter.

ARTICLE X - TRUST

10.1. Trust Status. All assets held in connection with the Plan, including all contributions and amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan.

10.2. Trust Fund. To the extent required by Section 457(g) of the Code, all amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan shall be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan and the Trust Agreement. All contributions to the Plan must be transferred by the Participating Employers to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

ARTICLE XI - INVESTMENT OF ACCOUNTS

11.1. Investment Options. From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with procedures established by the Service Manager, a Participant's (or Beneficiary's)

Roth Contribution Account, Employer Contribution Account and Rollover Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employee Contribution Account. The Administrator shall follow the Participant's (or Beneficiary's) directions with respect to the investment of each Participant's Account, except that the Administrator shall direct the investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 11.2 when there is no valid investment direction on file. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

11.2. Investment Default. In the event that a Participant does not have a valid investment direction on file for any portion of the amount in that Participant's Account, the Account shall be invested in any default option or options as determined by the Trustees. In such event, the Participant shall be deemed to have directed that option (or options) for investment of their Account. The Trustees intend to establish one or more default options based upon various factors, including but not limited to, market risk, stability and rate of return. If the Trustees have appropriately exercised their fiduciary duty in selecting a default option(s), they have no liability for any loss sustained by a Participant or Beneficiary whose Account is invested in the default option(s).

ARTICLE XII - BENEFITS

12.1. Benefit Payments. Benefits shall be paid from the Trust Fund in accordance with this Article following a Participant's Severance from Employment, attainment of age seventy and a half (70 ½), Death, Disability or the occurrence of an unforeseeable emergency, as described in Section 12.5 or becoming qualified for a Roth Qualified Distribution. Benefits payable to a Participant or a Beneficiary (or estate, if applicable) shall be based upon the value of the Participant's Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(a) **Severance from Employment.** Upon Severance from Employment, a Participant is entitled to receive a distribution of his or her Account under any form of distribution permitted under Section 12.2, subject to Article XIV, commencing on a date selected by the Participant which may not be later than the required distribution date of Code Section 401(a)(9), as specified in Article XIV. A Participant may elect to change the commencement date of distribution of the Account to a later date otherwise permitted under this Article, so long as the commencement date meets the required distribution commencement date provisions of Code Section 401(a)(9). All benefits shall be paid under a payment option under Section 12.2, subject to Article XIV.

(b) **Attainment of Age Seventy and One Half (70 ½).** Upon attaining age seventy and one half (70 ½), a Participant may elect to have benefits commence on a date which is no later than the required distribution date of Code Section 401(a)(9), as specified in Article XIV. All benefits shall be paid under a payment option under Section 12.2, subject to Article XIV.

(c) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option selected by the Beneficiary pursuant to ~~under~~ Section 12.2, subject to the restrictions in Article XIV. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death.

However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of Participant's death, to defer distribution to a date not later than the date when the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XIV. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016; AS AMENDED SEPTEMBER 25, 2020]**

(d) **Disability.** Upon Severance from Employment with the Participating Employer because of Disability, a Participant may elect to have benefits commence on a date which is no later than the required beginning date under Code Section 401(a)(9), as specified in Article XIV. A Participant who is on leave without pay who becomes Disabled within the first six (6) months of the leave shall be considered to have separated from service on account of Disability. The commencement date must be no later than the required distribution date of Code Section 401(a)(9). A Participant may change the commencement date of distribution of the Account to a later date otherwise permitted under this Article, so long as the commencement date meets the required distribution commencement date provisions of Code Section 401(a)(9). All benefits shall be paid under a payment option under Section 12.2, subject to the restrictions in Article XIV.

12.2. Payment Options.

(a) The election of a payment option by a Participant or a Beneficiary under Section 12.1 must be made no later than thirty (30) days before the commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payout options in the form of lump sums, periodic payments of a fixed amount or fixed duration, or life contingent annuities. Absent such an election, the Account will be paid in a lump sum. See Article XV for rollover distribution options.

(b) Participants (or Beneficiaries) may elect whether benefits should be paid from the Rollover Account, the Employee Contribution Account, the Roth Contribution Account or the Employer Contribution Account. In the absence of such an election, a benefit shall be paid first from the Rollover Account, then from the Employee Contribution Account, then from the Employer Contribution Account, and lastly from the Roth Contribution Account. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

(c) **Lump Sum Settlement.** Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than \$5,000 (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following the determination) at the time of Severance from Employment, the Administrator may effect a lump sum distribution of a Participant's Account, regardless of a Participant's or Beneficiary's direction. If a lump sum distribution to be made under this Section is greater than \$1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator. **[AS AMENDED MARCH 31, 2021; EFFECTIVE AS OF MARCH 31, 2021]**

12.3. Designated Beneficiary.

(a) A Participant shall have the right to file with the Administrator an Applicable Form designating the Beneficiary or Beneficiaries who shall receive the benefits payable under the Plan in the event of the Participant's death. No Beneficiary designation shall take effect until an Applicable Form is signed by the Participant and received and accepted by the Administrator. ~~If the Participant dies without a valid Beneficiary form on file, the benefit payments shall be made to the Participant's surviving spouse; if there is no surviving spouse, then equally to the Participant's surviving children; if there are no surviving children, then to the Participant's estate in a lump sum.~~

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

(c) If the Participant dies without a valid Beneficiary form on file for this Plan and he or she is a participant in the GMA Defined Contribution Plan, the Participant's Beneficiary or Beneficiaries for purposes of the GMA Defined Contribution Plan, if any, shall be the Participant's Beneficiary or Beneficiaries under this Plan. If the Participant dies without a valid Beneficiary form on file for this Plan or for the GMA Defined Contribution Plan, the benefit payments shall be made to the Participant's surviving spouse, in which case the Participant's surviving spouse shall be the designated Beneficiary under the Plan. If there is no surviving spouse, then the benefit shall be paid to the Participant's estate in a lump sum. In the event of the death of a Beneficiary, after the Beneficiary has become entitled to receive benefits, the remaining benefits shall be paid to the estate of the Beneficiary in a lump sum.

(d) The Beneficiary designation may be changed by the Participant in writing on the Applicable Form at any time prior to Retirement. Only the last designation of a Beneficiary prior to Retirement shall have effect, and any new designation of a Beneficiary invalidates, supersedes, and revokes any prior designation, provided it is made on an Applicable Form signed by the Participant and received and accepted by the Administrator. Notwithstanding any provision to the contrary, a Beneficiary designation for this Plan shall control distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Defined Contribution Plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

12.4. Voluntary In-Service Distribution. A Participant who is an active employee of a Participating Employer may elect to receive a distribution of the Participant's entire Account under the Plan before a Severance from Employment if the following requirements are met:

(1) The Participant's entire Account balance does not exceed the amount specified in Code Section 411(a)(11) or such other amount as determined by the Administrator on the date of the distribution,

(2) The Participant has not previously received an in-service distribution of the Participant's Account, and

(3) No amount has been deferred under the Plan with respect to the Participant during the two-year period ending on the date of the in-service distribution.

This election must be made in accordance with the procedures established by the Administrator.

12.5. Unforeseeable Emergency Distributions. Notwithstanding any other provision herein and subject to guidelines and requirements set forth in procedures established by the Administrator, if a Participant or Beneficiary has an unforeseeable emergency before Severance from Employment, the Participant may elect to receive a lump sum distribution equal to the amount requested or, if less, the maximum amount determined under the Administrator's procedures to be permitted to be distributed under this Section.

(a) Procedures. The Administrator shall establish procedures to review and approve or deny all requests for an unforeseeable emergency distribution. If the application for payment is approved by the Administrator, payment shall be effected as soon as practicable thereafter.

(b) Unforeseeable Emergency Defined. An unforeseeable emergency is defined as a severe financial hardship of the Participant resulting from: an illness or accident of the Participant, the Participant's spouse, or the Participant's dependent (as defined in section 152(a)); loss of the Participant's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's spouse or dependent (as defined in section 152(a) of the Code); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. For example, the imminent foreclosure of or eviction from the Participant's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses, including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 12.5, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency.

(c) Unforeseeable Emergency Distribution Standard. Effective January 1, 2007, an unforeseeable emergency is defined as a severe financial hardship of the Participant or the Participant's primary beneficiary resulting from: an illness or accident of the Participant or the Participant's primary beneficiary, the Participant's or the Participant's primary beneficiary's spouse or dependent (as defined in Code Section 152 without regard to the Code Sections 152(b)(1), (b)(2), and (d)(1)(B)); loss of the Participant's or the Participant's primary beneficiary's property due to casualty (including the need to rebuild a home following damage to a home not otherwise covered by homeowner's insurance, e.g., as a result of a natural disaster); the need to pay for the funeral expenses of the Participant's or Participant's primary beneficiary's spouse or dependent (as defined in section 152 of the Code without regard to Code Section 152(b)(1), (b)(2), and (d)(1)(B)); or other similar extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant or the Participant's primary beneficiary. For example, the imminent foreclosure of or eviction from the Participant's or

Participant's primary beneficiary's primary residence may constitute an unforeseeable emergency. In addition, the need to pay for medical expenses for the Participant or the Participant's primary beneficiary, or of the Participant or the Participant's primary beneficiary's spouse or dependent (as defined in section 152 of the Code without regard to Code Sections 152(b)(1), (b)(2), and (d)(1)(B)), including non-refundable deductibles, as well as for the cost of prescription drug medication, may constitute an unforeseeable emergency. Except as otherwise specifically provided in this Section 12.5, neither the purchase of a home nor the payment of college tuition is an unforeseeable emergency. For purposes of this Section "primary beneficiary" means an individual who is named as a ~~b~~Beneficiary under the Plan and has an unconditional right to all or a portion of the Participant's Account Balance upon the death of the Participant.

(d) Distribution Necessary to Satisfy Emergency Need. Distributions because of an unforeseeable emergency may not exceed the amount reasonably necessary to satisfy the emergency need (which may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution).

(e) Claim Procedures Applicable. The claim procedures of Article XX apply to the decision of the Administrator concerning financial hardship.

(f) Additional Restrictions. ~~Only the Employee Contribution Account is available for unforeseeable emergency distributions. A Participating Employer may adopt a policy whereby Participants are prohibited from making any deferral under this Plan for a certain period after the Employer is notified by the Plan Administrator that the Participant has received an unforeseeable emergency distribution. The deferral prohibition period shall be determined by the Participating Employer and stated in the policy, but it shall not exceed six (6) months. The policy must be applied by the Participating Employer in a consistent manner to all Participants. A copy of the policy must be provided to the Plan Administrator.~~ [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

12.6. No Plan Loans. Plan loans to Participants shall not be permitted.

12.7. Coronavirus-Related Distributions. Notwithstanding any other provision herein and subject to the applicable provisions of section 2202 of the CARES Act and the guidelines and requirements set forth in procedures established by the Administrator, the following provisions apply with respect to Coronavirus-Related Distributions and repayment thereof.

(a) A "Coronavirus-Affected Individual" means a Participant (or Beneficiary, if the Participant is deceased):

(1) Who is diagnosed with SARS-CoV-2 or coronavirus disease 2019 (collectively, "COVID-19") by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act).

(2) Whose spouse or dependent (as defined in section 152 of the Code) is diagnosed with COVID-19 by a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act).

(3) Who experiences adverse financial consequences due to COVID-19 as a result of:

(A) being quarantined, being furloughed, laid off, or having work hours reduced;

(B) being unable to work due to the lack of childcare; or

(C) the closing or reduction in hours of a business that the Participant owns or operates.

(4) Who experiences an adverse financial consequence as a result of having a reduction in pay (or self-employment income) due to COVID-19 or having a job offer rescinded or start date for a job delayed due to COVID-19.

(5) Who experiences an adverse financial consequence as a result of the individual's spouse or a member of the individual's household being quarantined, being furloughed or laid off, having work hours reduced due to COVID-19, being unable to work due to lack of childcare due to COVID-19, having a reduction in pay (or self-employment income) due to COVID-19, or having a job offer rescinded or start date for a job delayed due to COVID-19.

(6) Who experiences an adverse financial consequence as a result of closing or reducing hours of a business owned or operated by his or her spouse or a member of the individual's household due to COVID-19.

For purposes of this definition, a "member of the individual's household" is an individual who shares the individual's principal residence.

(b) A "Coronavirus-Related Distribution" means any distribution made from January 1, 2020 and before December 31, 2020, to a Coronavirus-Affected Individual, to the extent that such distribution, when aggregated with all other Coronavirus-Related Distributions to the Coronavirus-Affected Individual (including the aggregate amount of such distributions from all eligible retirement plans that can be treated as Coronavirus-Related Distributions), does not exceed \$100,000.

(c) A Participant who received a Coronavirus-Related Distribution may repay any or all of such distribution to the Plan in one or more contributions, provided such Coronavirus-Related Distribution is eligible for tax-free rollover treatment. Any such re-contribution:

(1) Will be treated as having been made in a trustee-to-trustee transfer to the Plan;

(2) Must be made during the three-year period beginning on the day after the date on which such distribution was received; and

(3) Cannot exceed the amount of such distribution.

(d) This provision shall become effective January 1, 2020. [AS AMENDED SEPTEMBER 25, 2020]

ARTICLE XIII - DOMESTIC RELATIONS ORDERS

13.1. General Provisions. Domestic relations orders which satisfy the requirements of Code Section 414(p)(1)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any domestic relations orders issued by a court before January 26, 2004. The Administrator (or Service Manager) is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

13.2. Investments. During the period that the issue of whether an order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager is under consideration, the investment direction of the Participant with respect to the Participant's Accounts shall remain in effect, subject to a determination by the Administrator or Service Manager that such investment direction would be contrary to a final court order. After a determination has been made that a domestic relations order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager and a separate Plan Account has been established for the alternate payee, the alternate payee shall direct the investment of his or her Plan Account. The Administrator or Service Manager shall direct the investment of an alternate payee's Account to a default investment pursuant to Section 11.2 when there is no valid investment direction on file. The alternate payee's Account shall be assessed administrative fees in the same amount and in the same manner as a Participant's Account.

13.3. Distributions to Alternate Payees. Distribution of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternate payee's death, any remaining benefits shall be payable solely to the alternate payee's estate, via the duly-appointed and then-currently serving executor of the alternate payee's estate.

ARTICLE XIV - MINIMUM DISTRIBUTION RULES

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

14.2. Requirements of Treasury Regulations Incorporated. All distributions required under this Article will be determined and made in accordance with the Treasury regulations under Code Section 401(a)(9).

14.3. Time and Manner of Distribution.

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

(b) If the Participant dies before distribution begins, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for distributions required to be made before January 1, 2020, with respect to a member who would have attained age 70½ before January 1, 2020), if later.

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

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, this subsection (b), other than subsection (b)(2), will apply as if the surviving spouse were the Participant.

For purposes of this subsection (b) and Section 14.5, unless subsection (b)(4) of this Section applies, distributions are considered to begin on the Participant's Required Beginning Date. If subsection (b)(4) of this Section applies, distributions are considered to begin on the date the distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section. If distributions under an annuity purchased from an insurance company irrevocably commence to the Participant before the Participant's Required Beginning Date (or to the Participant's surviving spouse before the date distributions are required to begin to the surviving spouse under subsection (b)(1) of this Section), the date distributions are considered to begin is the date distributions actually commence.

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 14.4 or 14.5. 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. [AMENDED SEPTEMBER 25, 2020]

14.4. Required Minimum Distributions During Participant's Lifetime.

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

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

(2) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in section 1.401(a)(9)-9 of the Treasury regulations, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the Distribution Calendar Year.

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

14.5. Required Minimum Distributions After Participant's Death.

(a) Death on or After Date Distributions Begin.

(1) If the Participant dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

1. The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

2. If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

3. If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

(2) If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance

by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

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

(1) If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a) of this Section.

(2) If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 14.3(b)(1), this subsection (b) will apply as if the surviving spouse were the Participant.

(c) Death (on or after January 1, 2022) Before Date Distributions Begin

(1) Notwithstanding the provisions above, if a Participant dies before their entire Account balance is distributed, the Participant's entire interest will be distributed no later than as follows:

1. If the Designated Beneficiary is not the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten years younger than the employee, distributions after the Participant's death must be distributed no later than December 31st of the calendar year containing the tenth (10th) anniversary of the Participant's death.

2. If the Designated Beneficiary is the Participant's surviving spouse, a child of the employee who has not yet reached the age of majority, an individual who is disabled or chronically ill, or an individual who is not more than ten (10) years younger than the employee, distributions after the Participant's death must be made over a period not to exceed the designated Beneficiary's life expectancy. Alternatively, the designated Beneficiary may elect to receive a total distribution of the Participant's Account Balance by no later than December 31st of the calendar year containing the tenth (10th) anniversary of the Participant's death.

[AMENDED SEPTEMBER 25, 2020]

14.6. Definitions for this Article.

(a) "Designated Beneficiary" means the individual who is designated as the ~~b~~Beneficiary under Article XI and is the Designated Beneficiary under Code Section 401(a)(9) and section 1.401(a)(9)-1, Q&A-4, of the Treasury regulations.

(b) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required pursuant to Section 401(a)(9) of the Code. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 14.3(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(c) "Life Expectancy" means life expectancy as computed by use of the Single Life Table in section 1.401(a)(9)-9 of the Treasury regulations.

(d) "Participant's Account Balance" means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) (i) increased by the amount of any contributions or forfeitures allocated to the Participant's Account Balance in the valuation calendar year and (ii) decreased by distributions made in the valuation calendar year. The Participant's Account Balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

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

[AMENDED SEPTEMBER 25, 2020]

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

14.8. 2020 Waiver of Required Minimum Distributions

(a) Notwithstanding Sections 14.4 and 14.5 above, whether a Participant or Designated Beneficiary who would have been required to receive a required minimum distribution in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of section 401(a)(9)(I) of the Code (2020 required minimum distributions), and who would have satisfied that requirement by receiving distributions that are either (1) equal to the 2020 required minimum distributions, or (2) one or

more payments (that include the 2020 required minimum distributions) in a series of substantially equal periodic payments made at least annually and expected to last the life (or life expectancy) of the Participant, the joint lives (or joint life expectancies) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years (Extended 2020 required minimum distributions), will receive those distributions is determined in accordance with Section 14.8(b) below. Notwithstanding Section 14.8(b) below, a Participant or Beneficiary will be given the opportunity to elect whether or not to receive those distributions. In addition, notwithstanding Section 15.1, and solely for purposes of applying the direct rollover provisions of the Plan, certain additional distributions in 2020 will be treated as eligible rollover distributions.

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

[AMENDED SEPTEMBER 25, 2020]

ARTICLE XV - ELIGIBLE ROLLOVER FROM THIS PLAN

15.1. Plan Distributions and Withholding Requirements.

(a) To the extent required by applicable provisions of the Code and regulations issued thereunder, a Distributee may elect, at the time and in the manner prescribed by the Administrator, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover.

(b) A direct rollover for an Eligible Rollover Distribution or any portion thereof from a Roth Contribution Account shall only be made to another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1) of the Code or to a Roth IRA described in Code Section 408A, and only to the extent the rollover is permitted under Code Section 402(c). [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

15.2. Definitions. The following definitions shall apply to this Article:

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

the hardship of the Distributee. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in section 408(b) of the Code, an annuity plan described in section 403(a) of the Code, a qualified trust described in section 401(a) of the Code that accepts the distributee's eligible rollover distribution or an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and, effective January 1, 2008, a Roth IRA described in section 408A of the Code. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code Section 414(p). The definition of an Eligible Retirement Plan for a nonspouse designated ~~b~~Beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

(c) A "distributee" includes an employee, former employee, and, effective January 1, 2010, a nonspouse designated ~~b~~Beneficiary (as defined in section 401(a)(9)(E) of the Code) of a deceased Participant. In addition, the employee's or former employee's surviving spouse and the employee's or former employee's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are distributees with regard to the interest of the spouse or former spouse. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

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

(e) An "In-Plan Roth Rollover" means an eligible rollover distribution from a Participant's Employee Contribution Account that is rolled over to the Participant's Roth Contribution Account, in accordance with Section 402A(c)(4)(E) of the Code. **[EFFECTIVE AS OF OCTOBER 1, 2022]**

15.3. Notice Requirements. Effective January 1, 2007, not fewer than 30 nor more than 180 days before a Plan distribution, the Administrator shall provide the recipient with a written tax explanation as required by Code Section 402(f), if applicable, including an explanation of (i) the direct transfer of benefits, if applicable; (ii) the applicability of withholding taxes; (iii) the availability of direct transfers or rollovers; (iv) the availability of the special forward income averaging of Code Section 402(d); and (v) the applicability of such provisions to an alternate payee under Code Section 402€. Notwithstanding the preceding sentence, a distribution may begin fewer than 30 days after the notice described in the preceding sentence is given, provided that:

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

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

15.4 In-Plan Roth Rollover. Effective on or after October 1, 2022, a Participant may elect to have any portion of an eligible rollover distribution from his or her Employee Contribution Account (and earnings thereon) paid in a direct rollover to the Participant's Roth Contribution Account without regard to whether the Participant satisfies the requirements for distribution in accordance with Article XII. All such rollovers shall comply with Section 401A(c)(4)(E) of the Code and shall be treated as a qualified rollover contribution to such Account (within the meaning of Section 408A(e) of the Code). The Service Manager will establish reasonable administrative procedures, in accordance with the Code, IRS guidance, and Plan provisions, and maintain such records as are necessary for the proper tax reporting of In-Plan Roth Rollovers. The taxable portion of the Participant's Employee Contribution Account rolled over to the Participant's Roth Contribution Account shall be included in the Participant's gross income in the tax year in which the rollover occurs. The Service Manager shall provide written information regarding In-Plan Roth Rollovers under this Section, for amounts that are otherwise distributable under this Article to the extent required by Section 402(f) of the Code. **[EFFECTIVE AS OF OCTOBER 1, 2022]**

ARTICLE XVI - ELIGIBLE ROLLOVERS TO THIS PLAN

16.1. Rollovers from Governmental 457(b) Plans. To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participant may contribute to the Plan in cash as a rollover contribution a qualified rollover amount from a governmental deferred compensation plan under Code Section 457(b), provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code. A rollover contribution shall be allocated to the Rollover Account in the Participant's Account as of the date of the contribution. Unless otherwise directed by the Participant, in accordance with procedures established by the Service Manager, the Participant's Rollover Account shall be invested in the same manner as the Participant's Employee Contribution Account. The Participant's Rollover Account shall be available for distribution, under the payment options set forth in Section 12.2, at any time at the direction of the Participant, subject to any applicable penalties or other distribution requirements under the Code (including, but not limited to, Article XIV).

16.2. Rollovers from other Eligible Retirement Plans. Prior to and as of the effective date of this Restated Plan, only eligible rollovers from a governmental deferred compensation plan under Code Section 457(b) shall be accepted by the Plan. In the event that the Service Manager establishes a procedure under which all amounts received from a qualified plan, individual retirement account or annuity, or a tax-sheltered 403(b) plan would be separately accounted for, a Participant may contribute to the Plan in cash as a rollover contribution a qualified rollover amount from a qualified plan under Code Section 401(a), an annuity plan under Code Section 403(a), an individual retirement account or annuity, or a tax-sheltered

annuity under Code Section 403(b), provided that the Administrator, in its discretion, determines that the contribution satisfies all applicable requirements of the Code.

16.3. Rollovers of Roth Contributions. If a Participant has a Roth Contribution Account under the Plan, to the extent an eligible rollover distribution paid to the Plan consists of amounts distributed from a designated Roth account which was under an applicable retirement plan described in Code Section 402A(e)(1)(C), and only to the extent the rollover is permitted under Code Section 402(c), such amounts shall be credited to the Participant's Roth Contribution Account. If rollovers from other retirement plans are accepted to the Plan under Section 16.2, then under this Section 16.3 the Plan may accept a rollover of amounts distributed from a designated Roth account which was under an applicable retirement plan described in Code Section 402A(e)(1), to the extent the rollover is permitted under Code Section 402(c), and such amounts shall be credited to the Participant's Roth Account. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

ARTICLE XVII - PARTICIPATING EMPLOYER OBLIGATIONS

Each Participating Employer is required to: (i) remit contributions on a timely basis pursuant to Articles IV, V and VI, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Participating Employer will also be responsible for ensuring that all of its arrangements, treated as a single plan, comply with the applicable requirements of Code Section 457 and Regulations, including, but not limited to, the coordination of limitations on Annual Deferrals (including the basic limit, age 50 catch-up limit, and special 457 catch-up limit under Article VI), corrections of excess deferrals (Section 6.7), and plan-to-plan transfers (Article XVIII). The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion. A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan. [AMENDED SEPTEMBER 25, 2020]

ARTICLE XVIII - PLAN TO PLAN TRANSFERS

18.1. Direct Transfers Among Plans of the Same Employer. A transfer from this Plan to another eligible governmental plan of the same Employer and a transfer to this Plan from another eligible governmental plan of the same Employer is permitted under the following conditions:

- (a) The transfer is from an eligible governmental plan to another eligible governmental plan of the same employer (and, for this purpose, the employer is not treated as the same employer if the participant's compensation is paid by a different entity);
- (b) The transferor plan provides for transfers;
- (c) The receiving plan provides for the receipt of transfers;

(d) The participant or beneficiary whose amounts deferred are being transferred will have an amount deferred immediately after the transfer at least equal to the amount deferred with respect to that ~~p~~Participant or ~~b~~Beneficiary immediately before the transfer; and

(e) The ~~p~~Participant or ~~b~~Beneficiary whose deferred amounts are being transferred is not eligible for additional annual deferrals in the receiving plan unless the ~~p~~Participant or ~~b~~Beneficiary is performing services for the entity maintaining the receiving plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

18.2. Plan-to-Plan Transfers from the Plan to the Plan of Another Employer.

(a) At the direction of the Participating Employer, the Administrator may permit a class of Participants and Beneficiaries to elect to have all or any portion of their Account Balance transferred to another eligible governmental plan within the meaning of section 457(b) of the Code and section 1.457-2(f) of the Income Tax Regulations. A transfer is permitted under this Section 18.2(a) for a Participant only if the Participant has had a Severance from Employment with the Participating Employer and is an employee of the entity that maintains the other eligible governmental plan. Further, a transfer is permitted under this Section 18.2 (a) only if the other eligible governmental plan provides for the acceptance of plan-to-plan transfers only with respect to the Participants and Beneficiaries and for each Participant and Beneficiary to have an amount deferred under the other plan immediately after the transfer at least equal to the amount transferred.

(b) Upon the transfer of assets under this Section 18.2, the Plan's liability to pay benefits to the Participant or Beneficiary under this Plan shall be discharged to the extent of the amount so transferred for the Participant or Beneficiary. The Administrator may require such documentation from the receiving plan as it deems appropriate or necessary to comply with this Section 18.2 (for example, to confirm that the receiving plan is an eligible governmental plan under paragraph (a) of this Section 18.2, and to assure that the transfer is permitted under the receiving plan) or to effectuate the transfer pursuant to section 1.457-10(b) of the Income Tax Regulations.

18.3. Plan-to-Plan Transfers to the Plan. At the direction of the Participating Employer, the Administrator may permit a class of Participants who are participants in another eligible governmental plan under section 457(b) of the Code to transfer assets to the Plan as provided in this Section. Such a transfer is permitted only if the other plan provides for the direct transfer of each Participant's interest therein to the Plan. The Administrator may require in its sole discretion that the transfer be in cash or other property acceptable to the Administrator. The Administrator may require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with section 457(e)(10) of the Code and section 1.457-10(b) of the Income Tax Regulations and to confirm that the other plan is an eligible governmental plan as defined in section 1.457-2(f) of the Income Tax Regulations. The amount so transferred shall be credited to the Participant's Account and shall be held, accounted for, administered and otherwise treated in the same manner as an Annual Deferral by the Participant under the Plan, except that the transferred amount shall not be considered an Annual Deferral under the Plan in determining the maximum deferral under Article VI.

18.4. Permissive Service Credit Transfers.

(a) If a Participant is also a participant in a tax-qualified defined benefit governmental plan (as defined in section 414(d) of the Code) that provides for the acceptance of plan-to-plan transfers with respect to the Participant, then the Participant may elect to have any portion of the Participant's Account Balance transferred to the defined benefit governmental plan; provided, however, that no portion of the Participant's Account balance attributable to Roth Contributions may be transferred under this Section 18.4(a). A transfer under this Section 18.4(a) may be made before the Participant has had a Severance from Employment. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

(b) A transfer may be made under Section 18.4(a) only if the transfer is either for the purchase of permissive service credit (as defined in section 415(n)(3)(A) of the Code) under the receiving defined benefit governmental plan or a repayment to which section 415 of the Code does not apply by reason of section 415(k)(3) of the Code.

18.5. Direct Transfers to this Plan. Subject to the approval of the Administrator, this Plan shall accept cash transfers of Participants' accounts maintained under an eligible Section 457 plan directly to this Plan.

ARTICLE XIX - ADMINISTRATION OF PLAN

19.1. Compliance with Code Section 457. At all times, the Plan shall be administered in accordance and construed to be consistent with Section 457 of the Code and its accompanying regulations.

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

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

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

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

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

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

5. to accept service of legal process;

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

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

(c) The Trustees may delegate any power or duty to the Administrator except where the Trustees are required to review an action by the Administrator.

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

19.4. Delegation by Trustees. In addition to the powers stated in Section 19.2, the Trustees may from time to time delegate to an individual, committee or organization certain of their fiduciary or other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have such power and authority with respect to delegated fiduciary or other responsibilities as the Trustees have under the Plan.

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

19.6. Payment of Benefits.

(a) **Payments to Minors and Incompetents.** If a Participant or Beneficiary entitled to receive any benefits hereunder is a minor or is adjudged to be legally incapable of giving valid receipt and discharge for such benefits, or is deemed so by the Administrator, benefits will be paid to such person as the Administrator may designate for the benefit of such Participant or Beneficiary. Such payments shall be considered a payment to such Participant or Beneficiary and shall, to the extent made, be deemed a complete discharge of any liability for such payments under the Plan.

(b) **Correctness of Actions.** The Trustees or Administrator, if in doubt concerning the correctness of its action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case

of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

19.7. Limitation on Recovery. Participating Employers, Participants, and Beneficiaries (or their estates, if applicable) may not seek recovery against the Trustees, GMA or any employee or agent of the Trustees, for any loss sustained by any Participating Employer, Participant, or Beneficiary (or estate, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. Participants and Beneficiaries (or their estates, if applicable) may not seek recovery against Participating Employers or any employee or agent of the Participating Employer, for any loss sustained by the Participant or Beneficiary (or their estates, if applicable) due to the nonperformance of their duties, negligence or any other misconduct of the above-named persons. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

ARTICLE XX - CLAIMS PROCEDURE

20.1. Claims Procedure: Service Manager. Any Participant may present a claim in writing to the Service Manager for any issue involving the Participant's Account investments or record-keeping. In addition, the Administrator may refer such issues to the Service Manager for review and resolution. The Service Manager shall utilize the protocol agreed to with the Administrator. The Service Manager shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Service Manager, the Participant may request in writing a claim review under Section 20.4.

20.2. Claims Procedure: Employer. Any Participant may present a claim in writing to the Participant's Employer for any issue involving eligibility. In addition, the Administrator may refer such issues to the Employer for review and resolution. The Employer shall resolve any such claim presented to it. If a Participant is not satisfied with the resolution determined by the Employer, the Participant may request in writing a claim review under Section 20.4.

20.3. Claims Procedure: Administrator. The Administrator shall have sole discretion to determine, based upon the issue(s) raised, if a claim should be resolved by the Service Manager, the Employer, or the Administrator pursuant to Sections 20.1, 20.2, or 20.3, respectively. A Participant, Beneficiary, or other person claiming benefits under this Plan ("Claimant") may present a claim in writing to the Administrator for any issue not covered by Section 20.1 or 20.2. The Administrator shall resolve any such claim presented to it in accordance with the procedure specified in Section 20.4(b) - (d). If the Claimant is not satisfied with the resolution determined by the Administrator, the Claimant may appeal the Administrator's decision under Section 20.5.

20.4. Claims Review.

(a) Within thirty (30) days after the Claimant is notified of a decision under Section 20.1 or 20.2, the Claimant may submit a written request for review of the decision by the

Administrator. If such request is not filed within thirty (30) days, the decision of the Service Manager or Employer, as applicable, shall be final and binding. The thirty-day period may be waived by the Trustees for good cause shown.

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a manner calculated to be understood by the Claimant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

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

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

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

20.5. Appeals Procedure.

(a) Within sixty (60) days after receipt by the Claimant of notification of denial under Section 20.3 or 20.4, the Claimant shall have the right to present a written appeal to the Trustees, including submission of any additional material that is pertinent to the claim. If such appeal is not filed within the sixty (60) day period, the decision of the Administrator shall be final and binding.

(b) A decision by the Trustees shall be made no later than sixty (60) days after its receipt of the appeal. However, if the Trustees decide that a hearing at which the claimant or his duly authorized representative may be present is necessary and such a hearing is held, such decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

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

ARTICLE XXI - AMENDMENT OF THE PLAN

21.1. Amendment of the Master Plan and the Adoption Agreement.

(a) Subject to the provisions of any applicable law, the Trustees and the Administrator may at any time amend or modify this Master Plan without the consent of the Participating Employers or of Participants (or any Beneficiaries thereof). Any modification, alteration, or amendment of the Master Plan, made in accordance with this Section, may be made retroactively, if deemed necessary or appropriate by the Trustees. A certified copy of the resolution of the Trustees making such amendment shall be delivered to the Administrator, and the Master Plan shall be amended in the manner and effective as of the date set for in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, Trustees, and the Administrator shall be bound by the amendment. A Participating Employer may not amend the Master Plan in any way.

(b) Subject to the provisions of any applicable law, the Trustees and the Administrator may at any time amend or modify the form of the Adoption Agreement with the consent of the Participating Employers unless otherwise required under Section 21.2.

21.2. Amendment for Eligible Plan Status. It is the intent of the Trustees that the Plan shall be and remain an eligible plan under the provisions of Code Section 457 and that the Trust be exempt from tax under Code Section 457. The Trustees shall promptly submit the Master Plan for approval under the Code and all expenses incident thereto shall be borne by the Trust. The Trustees may make any modifications, alterations, or amendments to the Master Plan, Adoption Agreement, or Addendum necessary to obtain and retain approval of the Secretary of the Treasury or his delegate as may be necessary to establish and maintain the status of the Plan as an eligible plan under the Code or other federal legislation, as now in effect or hereafter enacted, and the regulations issued thereunder. Any modification, alteration, or amendment of the Master Plan, Adoption Agreement, or Addendum, made in accordance with this Section, may be made retroactively, if necessary or appropriate. A certified copy of the resolution of the Trustees making such amendment shall be delivered to the Administrator, and the Master Plan, Adoption Agreement, or Addendum shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Participants, Beneficiaries, Trustees, the Administrator and all others having any interest under the Plan shall be bound thereby.

21.3. Amendment of Adoption Agreement and/or Addendum by Participating Employer. The Governing Authority shall have the right at any time to amend, in whole or in part, any or all of its elections under of the Adoption Agreement and/or Addendum; provided, however, that no such amendment shall:

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

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

(c) Become effective until approved by the Trustees. In order to be approved by the Trustees, any amendment must comply with all applicable state and federal laws, including Code Section 457(b), and the Master Plan. If the Trustees do not approve an amendment, the Trustees or Administrator shall continue to administer the Plan as if such amendment had not been made.

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

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

ARTICLE XXII - FROZEN PLANS AND PLAN TERMINATION

22.1. Frozen Plan by Participating Employer. A Participating Employer may terminate or freeze its participation in the Plan if it takes the following actions:

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

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

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

The Trustees shall determine whether the resolution complies with this Section, and all applicable federal and state laws, and shall determine an appropriate effective date for the Plan termination or freezing of Employer participation. ~~which date shall be no later than twelve (12) months from the Trustees' receipt of the resolution.~~ The Administrator shall provide appropriate forms to the Participating Employer and the Participants to terminate or freeze ongoing participation. Distributions under the Plan of existing accounts to these Participants and Beneficiaries affected by the termination, or to Participants affected by the freeze, are subject to Article XII. However, if the Participating Employer requests a plan-to-plan transfer of Plan assets with respect to the Participating Employer's Employees who are Participants, the Trustees may in their discretion make the transfer. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

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

22.3. Effect of Plan Termination or Freeze ~~ing Plan~~ by Participating Employer. In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the Trustees, for the benefit of affected Participants pursuant to Article XII. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees, freeze its participation in the Plan on behalf of its Employees, or whose participation is not frozen by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XII, or, if applicable, such assets may be transferred to the trust of a successor plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

22.4. Termination of the Entire Plan. This Plan in its entirety may be terminated at any time by official action of the Trustees, with notice to all Participating Employers and Participants. The last date for contributions and earnings to be credited to Participant Accounts must be specified in the Trustees' official action and must be no sooner than ninety (90) days after the adoption of the official action. In the event of a complete Plan termination, the Trustees must distribute all assets of the Trust Fund to Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XII, or, if applicable, such assets may be transferred to the trust of a successor plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

ARTICLE XXIII - NONASSIGNABILITY

23.1. Nonassignment. No Participant, Beneficiary (or estate, if applicable) or designee may commute, sell, assign, transfer or otherwise convey the right to receive any payment under the Plan. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

23.2. Rights.

(a) Except as provided in Article XIII concerning Plan-Approved Domestic Relations Orders, and Section 23.2(b), the rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person.

(b) Notwithstanding Section 23.2(a), the Administrator may pay from a Participant's or Beneficiary's Account the amount the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to the Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

ARTICLE XXIV - MISCELLANEOUS

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

24.2. Contract. This Plan, the Adoption Agreement, and the Participation Agreement, including any properly adopted or executed amendments thereof, shall constitute the total agreement or contract between the Participating Employer and any Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by any Participant or other person.

24.3. Conflicts. In resolving any conflict between provisions of the Plan and in resolving any other uncertainty as to the meaning or intention of any provision of the Plan, the interpretation that (i) causes the Plan to constitute an eligible plan under the provisions of Code Section 457 and the Trust to be exempt from tax under Code Section 457, (ii) causes the Plan to comply with all applicable requirements of the Code, and (iii) causes the Plan to comply with all applicable Georgia statutes and rules, shall prevail over any different interpretation.

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

(a) As conferring upon any Participant, Beneficiary (or their estate, if applicable) or any other person a right or claim against the Trust, Trustees, Participating Employer, or Administrator, except to the extent that such right or claim shall be specifically expressed and provided in the Plan;

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

(c) As a contract between the Participating Employer and any Participant or other person (or estate, if applicable); [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

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

24.5. USERRA Compliance. Notwithstanding any provisions of this Plan to the contrary, contributions, benefits, and service credit with respect to qualified military service shall be provided in accordance with the Uniformed Services Employment and Reemployment Rights

Act of 1994 ("USERRA") [as codified at Chapter 43, Title 38, of the United States Code]; Code Section 414(u); and Code Section 401(a)(37), as amended from time to time.

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

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

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

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

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

Effective January 1, 2007, to the extent provided under Code Section 401(a)(37), in the case of a Participant whose employment is interrupted by qualified military service and who dies while performing qualified military service, the survivor of such Participant shall be entitled to any additional benefit (other than benefit accruals) provided under the Plan as if the Participant

timely resumed employment in accordance with USERRA and then, on the next day, terminated employment on account of death.

Effective January 1, 2009, a Participant whose employment is interrupted by qualified military service or who is on a leave of absence for qualified military service and who receives a differential wage payment within the meaning of Code Section 414(u)(12)(D) from the Employer, shall be treated as a Participant who is eligible to make deferral contributions under Code Section 457(b). This provision shall be applied to all similarly situated individuals in a reasonably equivalent manner. However, such individual shall be treated as having a severance from employment during any period the individual is performing qualified military service for purposes of electing to take a distribution from the Plan. An individual who elects to take a distribution on account of qualified military service may not make an Employee Contribution with respect to differential wage payments during the 6-month period beginning on the date of the distribution.

24.6. Procedure when Distributee Cannot be Located. The Administrator shall make all reasonable attempts to determine the identity and address of a Participant or a Participant's Beneficiary (or an estate, if applicable) entitled to benefits under the Plan. For this purpose, a reasonable attempt means (a) the mailing by certified mail of a notice to the last known address shown on the Participating Employer's [Insert Name of the Employer]'s or the Administrator's records, (b) notification sent to the Social Security Administration or the Pension Benefit Guaranty Corporation (under their program to identify payees under retirement plans), and (c) the payee has not responded within 6 months. If the Administrator is unable to locate such a person entitled to benefits hereunder, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. **[AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]**

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

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

24.9. Release. Any payment to any Participant or Beneficiary (or estate, if applicable) shall, to the extent thereof, be in full satisfaction of the claim of such Participant being paid thereby and the Trustees or Administrator may condition payment thereof on the delivery by the Participant or Beneficiary (or estate, if applicable) of the duly executed receipt and release in

such form as may be determined by the Trustees or Administrator. [AS AMENDED JUNE 27, 2016; EFFECTIVE AS OF JUNE 27, 2016]

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

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

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

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

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

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

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

Board of Trustees of the GMA Defined
Contribution and Deferred Compensation Program

Date

Secretary

Approved by the Board of Trustees at the meeting held June 21, 2009

**THE GEORGIA MUNICIPAL ASSOCIATION
457(b) DEFERRED COMPENSATION PLAN**

**RESOLUTION AND
ADOPTION AGREEMENT**

City of Mableton, Georgia

**Administered by:
Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663**

CITY OF MABLETON, GEORGIA

WHEREAS, the City of Mableton, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a deferred compensation plan;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering salary reduction contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association ("GMA") Deferred Compensation Plan ("Plan");

WHEREAS, the Participating Employer wishes to participate in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement for the Plan; and

WHEREAS, the Mayor and Council of the City of Mableton, Georgia, ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3. The Participating Employer hereby adopts the terms of the Adoption Agreement, which is attached hereto and made a part of this resolution. The Adoption Agreement sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan.

Section 4.

- (a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan and the Trust made by the Trustees of the Plan,

all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

- (b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' accounts.

Section 5.

- (a) The Participating Employer may terminate its participation in the Plan, if it takes the following actions:
 - (i) A resolution must be adopted terminating its participation in the Plan.
 - (ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

- (b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 6. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 7. This resolution and the Adoption Agreement shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement by an Employer that does not have state statutory authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement are adopted and executed in accordance with the requirements of applicable law.

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By: _____
Signature

Name and Title

Attest: _____

Date: _____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 457(b) DEFERRED COMPENSATION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 404-577-6663

PARTICIPATING EMPLOYER

Name: **City of Mableton, Georgia**

GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **1400 Veterans Memorial Hwy SE, Ste 134-200, Mableton, GA 30126**
Phone: **(404) 927-9502**
Facsimile:
E-mail:
Person Authorized to receive Official Notices from the Plan or GMA: **City Clerk**

TYPE OF ADOPTION

This Adoption Agreement is for the following purpose (**check one**):

- ☒ This is a new 457(b) deferred compensation plan adopted by the Participating Employer for its Employees. This plan does not replace or restate an existing deferred compensation plan.
- ☐ This is an amendment and restatement of another 457(b) deferred compensation plan of the Participating Employer.
- ☐ This is an amendment of the GMA 457(b) Adoption Agreement previously adopted by the Participating Employer (**please specify type below**):

- ☐ This is an amendment to change one or more of the Adopting Employer's contribution design elections in the Adoption Agreement.
- ☐ This is an amendment to add a new Department or a new class of Eligible Employees.
- ☐ This is an amendment to discontinue participation in the Plan by one or more Departments or classes of Employees.
- ☐ Other (please specify): _____

DISCLOSURE OF OTHER 457(b) PLAN(S)

The Participating Employer ☐ does or ☐ does not have an existing deferred compensation plan(s). If the Participating Employer does have one or more deferred compensation plans, the Governing Authority must provide the plan name and the name of the provider below, and such other relevant information requested by the Administrator.

Plan Name(s) _____

Plan Provider(s) _____

VERY IMPORTANT: All eligible plans of a Participating Employer are considered to be a single plan for purposes of compliance with Code Section 457(b). Thus, if a Participating Employer has more than one eligible plan (or additional investment options under a 457(b) arrangement with more than one vendor), the Participating Employer is responsible for ensuring that all of its arrangements, treated as a single plan, comply with the 457(b) requirements, including, but not limited to, the requirements listed below. The Participating Employer must carefully review the Master Plan provisions listed below to fulfill its responsibility for monitoring coordination of multiple plans.

- Compliance with the limit on Annual Deferrals to an eligible plan (including the basic limit (Section 6.1), the age 50 catch-up (Section 6.2), and the special 457 catch-up limit (Section 6.3)) (carefully review Article VI of the Master Plan for these rules).
- Compliance with the requirements for special 457 catch-up deferrals limits, including the requirement that a Participant have only one Normal Retirement Age (with respect to the special 457 catch-up limit) under all eligible plans offered by an Employer (carefully review Sections 1.24 and 6.3 of the Master Plan for these rules). (In essence, this means that once a Participant has selected a Normal Retirement Age under any eligible plan offered by an employer, he or she may not select a different one, and the selection will remain that Participant's Normal Retirement Age under all eligible plans offered by the Employer).
- Compliance with the requirement to distribute excess deferrals (an excess deferral means the amount of deferrals for a calendar year that is more than the

basic limit, the age 50 catch-up limit, and the special 457 catch-up limit) (carefully review Section 6.7 of the Master Plan for these rules). (This means that the Participating Employer will have to tell the ADMINISTRATOR if excess deferrals need to be distributed from this Plan.)

- If the Participating Employer has directed a plan-to-plan transfer, then the Participating Employer is responsible for compliance with the plan-to-plan transfer provisions (carefully review Article XVIII of the Master Plan for these rules).

PLAN YEAR

Plan Year means the Employer's fiscal year, which begins on the following date: **July 1** (insert month and day, e.g., July 1).

ELIGIBLE EMPLOYEES

Only Employees (including independent contractors specifically designated by the Employer below) as defined in the Plan may be covered by the Adoption Agreement. Subject to other conditions in the Plan, this Adoption Agreement, and Addendum (if applicable), the following Employees are eligible to participate in the Plan:

- ☒ All Employees (includes elected or appointed members of the Governing Authority)
- ☐ All Employees with the exception of the following **(must specify)**: _____

The following Independent Contractors may participate in the Plan **(must specify)**: _____

Employers must assure that proper procedures are in place for independent contractors to participate in and make deferrals under the Plan.

The Employer shall provide the Trustees with the name, address, Social Security Number, and date of birth for each Eligible Employee.

PAYROLL PERIOD

The payroll period of the Participating Employer is:

- | | |
|---|---------------------------------------|
| ☐ Weekly | ☐ Semi-Monthly |
| ☒ Bi-Weekly | ☐ Monthly |
| ☐ Other (must specify): _____ | |

Deferrals for an Eligible Employee with respect to a payroll period in a calendar month shall only be made if the Eligible Employee has entered into a Participation Agreement before the beginning of such month.

COMPENSATION

Compensation Paid After Severance From Employment – Certain post-severance payments may be included in Compensation for purposes of computing deferrals under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

- ☐ No post-severance payments will be included in Compensation for purposes of computing deferrals under the Plan (if this box is checked, skip to "Modification of the Terms of the Adoption Agreement " below).
- ☒ For purposes of calculating deferrals under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2 ½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):
 - ☒ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
 - ☒ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
 - ☒ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued
- ☐ Other: _____

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement, the Governing Authority by official action must adopt a new Adoption Agreement and forward it to the Trustees for approval. The new Adoption Agreement is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement may be terminated only in accordance with the Plan.

EFFECTIVE DATE

The 457(b) Plan will be effective as follows (choose one):

- ☒ **Original Adoption.** The 457(b) Plan will be effective October 1, 2024, with respect to contributions as approved by the Board of Trustees, below.
- ☐ **Amendment and Restatement.** The amended and restated 457(b) Plan will be effective _____, _____, with respect to contributions as approved by the Board of Trustees, below. The 457(b) Plan was originally effective _____, _____.

EXECUTION BY EMPLOYER

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of _____, _____, by the _____.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES' APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan. Contributions shall first be remitted under this Adoption Agreement as follows:

- ☐ Within 15 business days after the Payroll Period ending _____, _____.
- ☐ Other (must specify) _____.
- ☐ In the case of an amendment, contributions continue on existing schedule unless new employee classes are added, in which case contributions for such new employee classes shall first be remitted _____.

Dated: _____

By: _____

Title: _____
on behalf of the Board of Trustees



AGENDA ITEM MEMORANDUM

MEETING OF: September 25, 2024

DEPARTMENT:

ISSUE/AGENDA ITEM TITLE: Consideration and Approval of Resolution Establishing A City Holiday Schedule for 2025 and for Other Lawful Purposes - City Clerk Susan Hiott

BACKGROUND/SUMMARY: The City Council approve the upcoming year's holidays for the offices to be closed. The HR Consultants are compiling information for the upcoming hires. The holidays need to be approved. The Resolution provides for the holiday closings. A floating holiday, instead of Good Friday, is given in consideration of diverse religions in Cobb County. The state recognizes Good Friday as a holiday, but the Federal does not.

Please note: one (1) Floating Holiday per year is available for employees. Floating holidays are not carried over from year to year or eligible for payout if unused. They refresh every January 1st and for employees who start at any point during the year, their floating holidays will be prorated based on the start date.

Once the holiday schedule is approved, the next step is to set the meeting calendar FY 2025, which should occur on the October or November Council meeting agenda.

BUDGETED/FINANCIAL IMPACT – FUND:

RECOMMENDATION: I move to

ATTACHMENTS:

1. RES2024-09- Holiday Schedule with Floating Holiday
2. EmployeesHolidayChart

**RESOLUTION ESTABLISHING A CITY HOLIDAY SCHEDULE FOR 2025 AND FOR
OTHER LAWFUL PURPOSES**

WHEREAS, the City of Mableton ("City") is a municipal corporation duly organized and existing under the laws of the State of Georgia; and

WHEREAS, the duly elected governing authority of the City is the Mayor and Council ("City Council") thereof; and

WHEREAS, the City Council through this Resolution desires to establish a City Holiday Schedule for year 2025 whereby employees are paid, and offices are closed; and

WHEREAS, the City of Mableton will be hiring additional employees, and setting up the holidays and other benefits within its payroll systems and needs the governing body's approved holiday schedule for 2025; and

WHEREAS, this Resolution is enacted to safeguard and promote the public health, safety, and general welfare of the City.

NOW, THEREFORE, BE IT RESOLVED, by the governing authority of the City of Mableton, Georgia, as follows:

Section 1. The City's 2025 Holiday Schedule is hereby established and adopted in which **City Offices will be closed:**

New Years Day	Wednesday, January 1 st
Martin Luther King Jr. Day	Monday, January 20 th
Presidents Day	Monday, February 17 th
Memorial Day	Monday, May 26 th
Juneteenth	Thursday, June 19 th
Independence Day	Friday, July 4 th
Labor Day	Monday, September 1 st
Indigenous Peoples' Day	Monday, October 13 th
Veterans Day	Tuesday, November 11 th
Thanksgiving	Thursday, November 27 th
Day after Thanksgiving	Friday, November 28 th
Christmas Eve	Wednesday, December 24 th
Christmas Day	Thursday, December 25 th

Additionally, one (1) Floating Holiday per year is available for employees. Floating holidays are not carried over from year to year or eligible for payout if unused. They refresh every January 1st and for employees who start at any point during the year, their floating holidays will be prorated based on start date.

Section 2. It is hereby declared to be the intention of the City Council that:

- (a) All sections, paragraphs, sentences, clauses and phrases of this Resolution are or were, upon their enactment, believed by the City Council to be fully valid, enforceable and constitutional.
- (b) To the greatest extent allowed by law, each and every section, paragraph, sentence, clause or phrase of this Resolution is severable from every other section, paragraph, sentence, clause or phrase of this Resolution. No section, paragraph, sentence, clause or phrase of this Resolution is mutually dependent upon any other section, paragraph, sentence, clause or phrase of this Resolution.

(c) In the event that any phrase, clause, sentence, paragraph or section of this Resolution shall, for any reason whatsoever, be declared invalid, unconstitutional or otherwise unenforceable by the valid judgment or decree of any court of competent jurisdiction, it is the express intent of the City Council that such invalidity, unconstitutionality or unenforceability shall, to the greatest extent allowed by law, not render invalid, unconstitutional or otherwise unenforceable any of the remaining phrases, clauses, sentences, paragraphs or sections of the Resolution.

Section 3. The City Attorney and the City Clerk are authorized to make non-substantive editing and renumbering revisions to this Resolution for proofing and renumbering purposes.

Section 4. The effective date of this Resolution shall be the date of adoption, unless provided otherwise by the City Charter, state and/or federal law.

BE IT SO RESOLVED, this _____ day of _____, 2024.

ATTEST:

CITY OF MABLETON, GEORGIA:

Susan D. Hiott, City Clerk

Michael Owens, Mayor

APPROVAL AS TO FORM:

Emilia Walker-Ashby, City Attorney

City of Mableton
Holiday Schedule 2025

The City of Mableton offers paid leave for the following paid holidays:

New Years Day	Wednesday, January 1st
Martin Luther King Jr. Day	Monday, January 20th
Presidents Day	Monday, February 17th
Memorial Day	Monday, May 26th
Juneteenth	Thursday, June 19th
Independence Day	Friday, July 4th
Labor Day	Monday, September 1st
Indigenous Peoples' Day	Monday, October 13th
Veterans Day	Tuesday, November 11th
Thanksgiving	Thursday, November 27th
Day after Thanksgiving	Friday, November 28th
Christmas Eve	Wednesday, December 24th
Christmas Day	Thursday, December 25th

One (1) Floating Holiday per year is available for employees. Note that floating holidays are not carried over from year to year or eligible for payout if unused. They refresh every January 1st and for employees who start at any point during the year, their floating holidays will be prorated based on start date.

Note: Please check the city's website at www.mableton.gov, for any changes.