

**FULTON COUNTY
DEFINED CONTRIBUTION PLAN**

As Amended and Restated Effective January 1, 2013

**[INCORPORATING AMENDMENTS THROUGH
SECOND AMENDMENT ADOPTED 10/18/2017]**

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ARTICLE I

PURPOSE

Effective as of July 1, 1999, Fulton County (the "Employer"), adopted a defined contribution plan for the benefit of its employees (the "Plan"). The purpose of the Plan is to provide funds at retirement for the employees and, in the event of death, to provide funds for their beneficiaries all through an arrangement by which contributions are made to the Plan by Employees and the Employer. The Plan has been amended from time to time for discretionary and required provisions. This amendment and restatement, effective as of January 1, 2013, is intended to incorporate all prior Plan amendments and should be construed as a continuation of the Plan as previously in effect.

This Plan is intended to be a money purchase pension plan within the meaning of Treas. Reg. § 1.401-1(b)(1)(i) and is intended to meet the applicable requirements of Sections 401(a), 414(h) and 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"). Except where otherwise noted, the terms of the Plan that are in effect when a Participant terminates employment, govern the accumulation and vesting of benefits during his or her period of employment.

ARTICLE II

DEFINITIONS

Where the following words and phrases appear in this Plan, they shall have the respective meanings set forth in this Article, unless the context clearly indicates to the contrary.

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

2.1 Account means, with respect to a Participant or Beneficiary, the amount of money or other property in the Trust Fund, evidenced by the last balance posted to the account established for such individual. The Administrative Committee may establish and maintain separate subaccounts for each such individual. "Account" shall refer to the aggregate of all separate subaccounts or to individual, separate subaccounts, as may be appropriate in context.

2.2 Active Participant means, for any Plan Year (or any portion thereof), any Eligible Employee who, pursuant to the terms of Article III, has been admitted to, and not removed from, active participation in the Plan since the last date his employment commenced or recommenced.

2.3 Administrative Committee means the Retirement Committee which shall act on behalf of the Employer to administer the Plan as provided in Article IX. The Administrative Committee shall be the Plan administrator, as that term is defined in Code §414(g); provided, the Employer may act in lieu of the Administrative Committee as it deems appropriate or desirable.

2.4 Affiliate means Fulton County and any company, person or organization which is a member of the same controlled group of corporations [within the meaning of Code §414(b)] as

the Employer; is a trade or business (whether or not incorporated) which controls, is controlled by or is under common control with [within the meaning of Code §414(c)] the Employer; is a member of an affiliated service group [as defined in Code §414(m)] which includes the Employer; or is required to be aggregated with the Employer pursuant to regulations promulgated under Code §414(o). Solely for purposes of Code §415 and Section 5.3 of the Plan, the term "Affiliate" as defined in this Section shall be deemed to include corporations that would be Affiliates if the phrase "more than 50 percent" were substituted for the phrase "at least 80 percent" in each place the latter phrase appears in Code §1563(a)(1).

2.5 Annual Addition means the sum of the amounts described in Section 5.3(d).

2.6 Beneficiary means the person(s) designated in accordance with Section 7.4 to receive any death benefits that may be payable under the Plan upon the death of a Participant.

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

2.8 Compensation means all of a Participant's wages as defined in Code §3401(a) for purposes of income tax withholding at the source (that is, income reportable on IRS Form W-2), but determined without regard to employee suggestion pay and 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 §3401(a)(2)). Compensation shall include before-tax or salary deferral contributions made under Code §§125, 402(g)(3) or 457 to the Plan or other plans, on behalf of a Participant for such Plan Year. On a plan year-by-plan year basis, the Administrative Committee may elect to use any definition of "Compensation" that satisfies Code §415(c)(3) and the regulations promulgated thereunder. Effective January 1, 2001, Compensation as described in this paragraph shall be increased by the amount by which the Participant's Compensation is reduced by salary reduction or similar arrangement under Section 132(f)(4) of the Code (i.e., a qualified transportation fringe benefit program).

Notwithstanding the foregoing, in no event shall the annual compensation taken into account under the Plan for Plan Years (or other applicable periods) exceed \$150,000 (as adjusted by the Internal Revenue Service under Code §401(a)(17) for cost of living increases) and prorated on the basis of months for any period less than 12 months. Effective January 1, 2002, the annual compensation taken into account under the Plan shall not exceed \$200,000 as adjusted for cost-of-living in accordance with Code section 401(a)(17)(B).

2.9 Contribution means, individually or collectively, the Mandatory Employee, Employer Basic, Employer Matching, Transfer and Rollover Contributions as permitted under the Plan.

2.10 County means Fulton County.

2.11 Disabled or Disability means "disabled" or "disability" as defined under the Long Term Disability Insurance policy provided by the County to its employees. However, if the Participant is a peace officer employee of the County he will be considered disabled if he meets

the definition of “disabled” or “disability” as set forth in the Supplemental Long Term Disability Plan for Peace Officer Employees of Fulton County.

2.12 Effective Date means July 1, 1999 (the “Original Effective Date”) and April 4, 2007, the Amended and Restated Effective Date.

2.13 Eligible Employee means any full-time Employee of the Employer or any other Employee of the Employer who is participating in a Prior Plan as of July 1, 1999. In addition, members of the Fulton County Board of Commissioners shall be considered Eligible Employees.

Notwithstanding the foregoing, the following individuals shall not be eligible to participate in the Plan:

(a) Any individual who is an Employee solely by means of being a “leased employee” under Section 414(n)(2) of the Code.

(b) Temporary or causal Employees.

(c) Employees hired on a contract basis.

(d) Poll officers and election workers who are not regular Employees.

(e) Personnel such as attorneys in the Fulton County Legal Department who are not required by law or the terms of their employment to work on a full time basis for the Employer and who were initially employed, appointed or elected after August 1, 1988.

(f) Employees of the Fulton County Department of Family and Children Services, Atlanta Fulton County Recreation Authority, or the State Department of Corrections.

(g) Any assistant district attorney for the Atlanta Judicial Circuit who participates in any retirement system for the officers or employees of the State of Georgia.

(h) Any person who becomes a judge of the State Court of Fulton County on or after July 1, 2004, or any judge of the State Court of Fulton County who elected to participate in the Georgia Judicial Retirement System on or before December 31, 2004.

(i) Any person who is a judge of Fulton County Juvenile Court and is an active member in the Georgia Judicial Retirement System as described in O.C.G.A. Section 47-23-1(13).

(j) A judge of the Fulton County Superior Court, a judge of the Fulton County Probate Court, a judge of the Fulton County Magistrate Court, or the District Attorney of the Atlanta Judicial Circuit who does not file an election to participate in the Plan in accordance with Section 3.1(d).”

2.14 Eligible Retirement Plan means a plan which is a defined contribution plan, the terms of which permit the acceptance of rollover distributions and which is either (a) an individual retirement account described in Code §408(a), (b) an individual retirement annuity described in Code §408(b) (other than an endowment contract), (c) a qualified trust described in Code §401(a) and exempt from taxation under Code §501(a), (d) an annuity plan described in Code §403(a), (e) an annuity contract described in Code section 403(b), (f) an eligible plan under Code section 457(b) which is maintained by a state, political subdivision or agency or instrumentality of a state and which agrees to separately account for amounts transferred to such plan from this Plan, or (g) to the extent permitted and in accordance with the rules applicable under Code Section 408A, a Roth individual retirement account described in Code Section 408A. This definition shall also apply in the case of a distribution to a Participant's Spouse. Effective for Plan Years beginning on or after January 1, 2006, if any portion of an Eligible Rollover Distribution is attributable to payments or distributions from a designated Roth account (as defined in Code §402A), an Eligible Retirement Plan with respect to such portion shall include only another designated Roth account and a Roth IRA.

2.15 Eligible Rollover Distribution means any distribution on or after January 1, 1993 to an Eligible Employee of all or any portion of the balance to his credit in a qualified trust (including any distribution to a Participant of all or any portion of his Account); provided an Eligible Employee's "Eligible Rollover Distribution" shall not include (a) any distribution which is one of a series of substantially equal periodic payments made not less frequently than annually, (i) for the life of the employee and his beneficiary, or (ii) for a specified period of 10 years or more, (b) any distribution to the extent such distribution is required under Code §401(a)(9), and (c) the portion of any distribution that is not includable in gross income of the employee. Effective for distributions made after December 31, 2001, a portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of after-tax employee contributions, which are not includable in gross income. However, such portion may be transferred only to an individual retirement account or annuity described in Code section 408(a) or (b) or to a qualified defined contribution plan described in Code section 401(a) or 403(a) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution that is includable in gross income and the portion that is not.

2.16 Employee means any individual who is employed by the Employer (including elected or appointed officials) and shall include leased employees of the Employer within the meaning of Code §414(n). Notwithstanding the foregoing, if leased employees constitute 20 percent or less of the Employer's non-highly compensated work force within the meaning of Code §414(n)(5)(C)(ii), the term "Employee" shall not include those leased employees covered by a plan described in Code §414(n)(5)(B).

2.17 Employer means Fulton County, a Georgia governmental entity, and any Affiliate that affirmatively elects to adopt this Plan for the benefit of its employees and such adoption is agreed to by Fulton County.

2.18 Employer Basic Contributions mean the contributions made by the Employer behalf of Participants under the terms of the Plan pursuant to Section 4.2.

2.19 Employer Basic Contribution Account means the separate subaccount established and maintained on behalf of a Participant, his Joint Annuitant or his Beneficiary to reflect his interest in the Trust Fund attributable to Employer Basic Contributions and any earnings or losses thereon.

2.20 Employer Matching Contribution means the Contributions made by the Employer that are based on the Employee's voluntary contributions to a Code §457 Plan pursuant to the terms of Section 4.3 of the Plan.

2.21 Employer Matching Contribution Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Employer Matching Contributions.

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

2.23 Entry Date means the later of the first day of the first pay period beginning after July 1, 1999; (ii) the first day of the first pay period beginning on or after Participant's date of hire or (iii) the effective date of the Employee's transfer from the Prior Plan to this Plan as described in Appendix A.

2.24 Forfeiture means, for any Plan Year, the dollar amount of an Account of a Former Participant which is removed from the Account during the Plan Year and used first to reduce Restoration Contributions and the remaining amount used to reduce future Employer Basic Contributions or Employer Matching Contributions. Effective for Plan Year beginning on and after January 1, 2002, Forfeiture means the dollar amount of an Account of a Former Participant which is removed from the Account during the Plan Year and is used to pay any expenses in the administration of the Plan (to the extent not paid out of the Trust), to reduce Restoration Contributions, or to reduce future Employer Basic Contributions or Employer Matching Contributions.

2.25 Former Participant means a Participant whose employment with the Employer has terminated but who has a vested Account balance under the Plan which has not been paid in full and who, therefore, is continuing to participate in the allocation of earnings or losses under the Trust.

2.26 Hour of Service means each hour for which an Employee is paid, or entitled to payment, for the performance of duties for the Employer or an Affiliate.

2.27 Investment Committee means the committee which shall act on behalf of the Employer with respect to making and effecting investment decisions, as provided in Article VIII. Unless the Employer specifies otherwise, the Administrative Committee or its delegates shall serve as the Investment Committee.

2.28 Investment Fund or Funds means those funds identified and established by the Investment Committee from time to time pursuant to the terms of Sections 8.2 and 8.3.

2.29 Leave of Absence means an excused leave of absence granted to an Employee by the Employer or an Affiliate in accordance with applicable federal or state law. Among other things, Leave of Absence shall be granted to an Employee:

(a) who leaves the service of the Employer or an Affiliate, voluntarily or involuntarily, to enter the Armed Forces of the United States; provided, (i) the Employee is legally entitled to reemployment under the veteran's reemployment rights provisions as codified at 38 USC §2021, et seq., its predecessors and successors; and (ii) the Employee applies for and reenters service with the Employer or an Affiliate within the time, in the manner and under the conditions prescribed by law; and

(b) under such other circumstances as the Administrative Committee shall determine are fair, reasonable and equitable as applied uniformly among Employees under similar circumstances.

2.30 Limitation Year means the Plan Year, which shall be the "limitation year" for purposes of Code §415 and the regulations promulgated thereunder.

2.31 Mandatory Employee Contributions means the amounts paid by the Employer to the Trust Fund on behalf of each Participant pursuant to Plan Section 3.1.

2.32 Mandatory Employee Contribution Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Mandatory Employee Contributions.

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

2.34 Normal Retirement Age means age 65.

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

2.36 Participant means any person who has been admitted to, and has not been removed from, participation in the Plan pursuant to the provisions of Article III. "Participant" shall include Active Participants and Former Participants who have an Account under the Plan.

2.37 Period of Service means the aggregate of all service performed by the Employee for the Employer or Affiliate commencing with the Employee's Employment Date and ending with the first date a Period of Severance begins.

2.38 Period of Severance means a continuous period of time during which the Employee is not employed by the Employer. Such period begins on the date the Employee retires, quits or is discharged or if earlier, the 12-month anniversary of the date on which the

Employee was first absent from service. A one year Period of Severance shall be a Period of Severance of at least 12 consecutive months. A Period of Severance shall not be deemed to have occurred during any period for which he is granted a Leave of Absence if he returns to the service of the Employer or an Affiliate within the time permitted as set forth in the Plan.

(a) Maternity or Paternity Leave. In the case of an Employee absent from work due to a Maternity or Paternity Leave, the 12-consecutive month period beginning on the first anniversary of the first date of such absence shall not constitute a Period of Severance.

(b) Family and Medical Leave Act. For purposes of determining whether or not an Employee has incurred a Period of Severance, and solely for the purpose of avoiding a Period of Severance, to the extent required under the Family and Medical Leave Act of 1993 and the regulations thereunder, an Employee shall be deemed to be performing services for the Employer or an Affiliate during any period the Employee is granted leave under such Act (i) for the birth of a child, (ii) for the placement with the Employee of a child for adoption or foster care, (iii) to care for a spouse, child or parent of the Employee with a serious health condition, or (iv) for a serious health condition that makes the Employee unable to perform the functions of the Employee's job.

2.39 Plan means the Fulton County Defined Contribution Plan as contained herein and all amendments thereto. The Plan is intended to be a money purchase plan qualified under the applicable provisions of Code §401(a).

2.40 Plan Year means initially July 1, 1999 to December 31, 1999 and thereafter the 12-month period beginning on January 1st of each year and ending on the following December 31st.

2.41 Prior Plan means the Fulton County Employees Retirement System (the "1991 Pension Law"), the Fulton County Employees Pension Fund (the "1982 Pension Law"), the Fulton County General Employees Pension Fund as originally adopted March 3, 1939, and thereafter amended (the "1939-1978 Pension Law"), the Fulton County Public Safety Employees Pension Fund, or the Fulton County Judges and Solicitors Pension Fund.

2.42 Reemployment Date means the date on which the Employee first performs an Hour of Service following a one year Period of Severance.

2.43 Restoration Contributions mean the amounts paid to the Trust Fund by or on behalf of a rehired individual pursuant to the terms of Section 4.7.

2.44 Retirement Committee means the Chairman of the County Commissioners, the Fulton County Finance Director and the Fulton County Manager or their delegees.

2.45 Rollover Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to Rollover Contributions and any earnings or losses thereon.

2.46 Rollover Contributions means the amounts contributed to the Plan (and received and accepted by the Trustee) as "rollover" contributions as defined in Code §402 and Eligible

Rollover Distributions. An amount shall be treated as a Rollover Contribution only to the extent that its acceptance by the Trustee is permitted under the Code (including the regulations and rulings promulgated thereunder).

2.47 Severance from Service Date means the date the Employee quits, is discharged, retires, dies or otherwise ceases to be employed by the Employer.

2.48 Spouse or Surviving Spouse means, with respect to a Participant the person who is treated as married to such Participant under the laws of the state in which the Participant resides. The determination of a Participant's Spouse or Surviving Spouse shall be made as of the earlier of the date as of which benefit payments from the Plan to such Participant are made or commence (as applicable) or the date of such Participant's death. Notwithstanding the foregoing, for purposes of Sections 6.13 and 7.2(c) and to the extent otherwise required by Federal law, Spouse or Surviving Spouse means a person who is legally married to a Participant under Federal law as determined in accordance with Revenue Ruling 2013-17 and Notice 2014-19.

2.49 Terminate or Termination of Employment means an Employee's termination of employment which may result from retirement, death, disability, voluntary or involuntary termination, unauthorized absence, or by failure to return to active employment with the Employer by the date on which an authorized Leave of Absence expires.

2.50 Transfer Account means the separate subaccount established and maintained on behalf of a Participant or his Beneficiary to reflect his interest in the Trust Fund attributable to amounts transferred to the Plan on behalf of the Participant from a Prior Plan.

2.51 Transfer Contributions mean amounts transferred to the Plan (and received and accepted by the Trustee) from a Prior Plan.

2.52 Trust Fund means the total amount of cash and other property held by the Trustee (or its nominee) at any time under the Trust Agreement with the Trustee.

2.53 Trustee(s) means Nationwide Trust Company, FSB.

2.54 Trust(s) or Trust Agreement means the separate agreement between the County and the Trustee governing the creation of the Trust Fund.

2.55 Valuation Date means each business day.

2.56 Year of Service means a period of twelve (12) consecutive months during which an Employee completes at least one (1) Hour of Service with the Employer during each such month. Participants receive credit for any Period of Severance of less than 12 consecutive months.

ARTICLE III

PARTICIPATION AND SERVICE

3.1 Participation.

(a) Except as provided below, each Eligible Employee whose Employment Date is on or after July 1, 1999, shall become a Participant in this Plan effective upon the first Entry Date thereafter and shall be required to participate in the Plan.

(b) Except for the continuing participation in earnings and losses of the Account of a Former Participant, participation in the Plan shall cease upon Termination of Employment with the Employer.

(c) Each Eligible Employee whose Employment Date or reemployment date is prior to the first day of the first pay period after July 1, 1999 (or, effective January 1, 2002, such other dates as approved by the Board of Commissioners), may elect to participate in the Plan or may elect to remain a Participant in one of the Prior Plans. The requirements with respect to such election are set forth in Appendix A.

(d) A judge of the Fulton County Superior Court, a judge of the Fulton County Probate Court, a judge of the Fulton County Magistrate Court, or the District Attorney of the Atlanta Judicial Circuit shall participate in the Plan only if such individual files an election to participate within sixty (60) days of first taking office and only with respect to Compensation paid by the County.

(e) Elected officials and department heads may waive in writing the right to participate in the Plan. Such waiver shall be irrevocable.

3.2 Reemployment.

Upon the reemployment of an Eligible Employee, the following rules shall apply in determining his participation in the Plan under Section 3.1:

(a) If an Eligible Employee is rehired and was previously a Participant, he shall participate in the Plan as of his date of reemployment.

(b) If an Eligible Employee was employed by the Employer prior to July 1, 1999, and either (i) terminates employment prior to July 1, 1999 and is later rehired or (ii) elects to remain a Participant in a Prior Plan(s), later terminates employment with the Employer and is rehired, and if such Employee has withdrawn his employee contributions to the Prior Plan, he shall automatically become a Participant in this Plan on his first day of reemployment. Provided however, any such Employee who has not withdrawn his employee contributions from the Prior Plan or is reemployed within six (6) months of withdrawing his employee contributions may make an election within thirty (30) days of his reemployment to participate in this Plan under the terms as described in the Prior Plan(s) document.

3.3 Transfers.

If a Participant is transferred to employment with any other Affiliate that has not adopted the Plan, his participation under the Plan shall be suspended; provided, however, that during the period of his employment in such ineligible position: (a) he shall continue to participate in allocations of earnings and losses pursuant to Section 5.2(d); (b) his Employer Account shall receive no Employer Basic Contributions; (c) he shall make no Mandatory Employee Contributions to the Plan during that time and (d) the applicable provisions of Articles V, VI and VII shall continue to apply.

3.4 Omission of Eligible Employee.

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

3.5 Inclusion of Ineligible Employee.

If, in any Plan Year, any person who should not have been included as a Participant in the Plan is included erroneously, and discovery of such incorrect inclusion is not made until after a contribution by the Employer has been made and allocated for such year, the Employer shall not be entitled to recover the contribution made with respect to the ineligible person. In such event, the amount contributed with respect to the ineligible person shall constitute a Forfeiture for the Plan Year in which the discovery is made and shall be used to reduce the subsequent Employer Basic Contributions or Employer Matching Contributions due under the Plan. Effective January 1, 2002, Forfeitures may also be used to pay Plan expenses.

ARTICLE IV
CONTRIBUTIONS

4.1 Mandatory Employee Contributions.

(a) Mandatory Employee Contributions. There shall be deducted from the Compensation paid by the Employer to each individual who becomes a Participant in the Plan on or after an Entry Date occurring after July 1, 1999, the sum of 6% of such Compensation as a Mandatory Employee Contribution to the Plan.

(b) Employer Pick-Up Contributions. The Employer or Affiliate shall contribute to the Plan, as applicable, as of each payroll period on behalf of and to the credit of each Participant, the amount of Mandatory Employee Contributions required for participation. No Participant shall be entitled under any circumstances to receive such contributions in cash in lieu of having them contributed to the Plan by the Employer in accordance with the preceding sentence. Such contributions shall be made pursuant to §414(h) of the Code and shall be treated as employer contributions in determining their federal income tax treatment under the Code.

The Employer may reduce the Compensation payable to a Participant in an amount not exceeding the amount of the contribution paid by it on behalf of such individual pursuant to this subsection. Such reduction in Compensation may be made, notwithstanding the fact that the Compensation provided by or pursuant to law for the individual may be reduced thereby.

Mandatory Employee Contributions made by the Employer on behalf of Plan Participants shall otherwise be treated as Employee contributions for all purposes under the Plan.

4.2 Employer Basic Contributions.

(a) Formula for Determining Employer Basic Contribution. For each pay period, the Employer shall contribute on behalf of each Participant eight percent (8%) of such Participant's Compensation paid or accrued for the pay period.

(b) Failure to Make Contribution for a Plan Year. Should the Employer, for any reason, fail to make a contribution for any pay period or should the Employer fail to make a contribution as provided herein, such deficiency shall be corrected in subsequent pay periods. Such contribution shall be paid by the Employer to the Trust and shall equal the amount of the deficiency plus interest at a reasonable rate from the date the contribution was due until the date the deficiency was corrected. All contributions by the Employer shall be made in cash or cash equivalents.

4.3 Employer Matching Contributions.

(a) For each Active Participant who is also making voluntary employee contributions under a Code §457 Plan, the Employer will make an Employer Matching Contribution of 50% of the total of such contribution made by the Participant to such Code §457 Plan for the Plan Year, limited as described below.

(b) The Employer Matching Contribution will be limited to 50% of the first 4% of the Participant's Compensation for the Plan Year that is contributed to the Code §457 Plan. Therefore, a maximum contribution of 2% of Compensation per year may be made on behalf of any Participant.

4.4 Timing of Contribution.

The Employer shall pay to the Trustee all Mandatory Employee Contributions, Employer Basic Contributions and Employer Matching Contributions as soon as possible following each payroll period and in no event later than the time prescribed by law.

4.5 Rollover Amount From Other Plans.

(a) All Participants are eligible to transfer an Eligible Rollover Distribution to the Plan. The procedures approved by the Administrative Committee shall provide that such a transfer may be made only if the following conditions are met:

- (1) the amount is received directly from an Eligible Retirement Plan or the transfer occurs on or before the 60th day following the Eligible Employee's receipt of the distribution from the Eligible Retirement Plan; and
- (2) the amount transferred is equal to any portion of the distribution the Eligible Employee received from the Eligible Retirement Plan, subject to the maximum rollover provisions of Code §402(c)(2).

(b) Notwithstanding the foregoing, if an Eligible Employee had deposited an Eligible Rollover Distribution previously received from an Eligible Retirement Plan into an individual retirement account ("IRA"), as defined in Code §408, and that IRA contains no other money from any other source, he may transfer the amount of such distribution, plus earnings thereon from the IRA to this Plan; provided, such rollover amount is deposited with the Trustee on or before the 60th day following receipt thereof from the IRA.

(c) The Administrative Committee shall develop such procedures, and may require such information from an Eligible Employee desiring to make such a transfer, as it deems necessary or desirable to determine that the proposed transfer will meet the requirements of this Section. Upon approval by the Administrative Committee, the amount transferred shall be deposited in the Plan and shall be credited to a Rollover Account. Such Rollover Accounts shall be one hundred percent (100%) vested and shall share in earnings and losses (net appreciation or net depreciation) in accordance with Section 5.2(d). Upon termination of employment, the total amount of the Employee's Rollover Account shall be distributed in accordance with Article VI.

(d) Notwithstanding the foregoing, a former Employee who is a Participant in the Plan may elect to transfer an Eligible Rollover Distribution to the Plan from the County's Code §457 Plan in accordance with such rules and procedures established by the Administrative Committee from time to time.

4.6 Transfer Contributions.

Each Active Participant who elects to participate in this Plan in accordance with Section 3.1(c) of the Plan, shall have an amount transferred to this Plan from the Prior Plan at the time specified by the Retirement Committee. Such amount shall be determined under the guidelines specified in the Prior Plan document and Appendix B hereof.

4.7 Restoration Contributions.

(a) Restoration Upon Buy-Back. If a Participant who is not 100 percent vested in his Account has received a distribution of the entire vested portion of his Account [such that he forfeited the nonvested portion of his Account in accordance with the terms of Section 6.3], and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance, that individual may repay the full amount of the distribution to the Trustee (unadjusted for gains or losses), prior to the earlier of (i) 5 years after the first date on which he is rehired or (ii) the close of the first period of 5 consecutive one year Periods of Severance commencing after the distribution. Upon such repayment, his Account will be credited with (i) all of the benefits (unadjusted for gains or losses) which were forfeited, and (ii) the amount of the repayment.

(b) Restoration of Other Forfeitures. If a Participant has forfeited his nonvested Account and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance, his Account shall be credited with all of the benefits (unadjusted for gains or losses) which were forfeited.

(c) Restoration Contribution. The assets necessary to fund the Account of the rehired individual (in excess of the amount of the repayment, if any) shall be provided no later than as of the end of the Plan Year following the Plan Year in which repayment occurs (if subsection (a) hereof applies) or in which the individual is rehired (if subsection (b) hereof applies), and shall be provided in the discretion of the Administrative Committee from (i) income or gain to the Trust Fund, (ii) Forfeitures arising from the Accounts of Participants employed or formerly employed by the Employer, or (iii) contributions by the Employer.

(d) Notice of Buy-Back Rights. It shall be the duty of the Administrative Committee to give timely notice to any rehired individual who is eligible to make a repayment, of his right to make such repayment in accordance with this Section by the time required in subsection (a) hereof, and of the consequences of not making such repayment; namely that the nonvested portion of the benefits accrued under the Plan during his previous employment will not be restored by the Plan, will remain forfeited, and will not become vested even though he may perform additional Years of Service.

4.8 Reemployed Veterans.

(a) To the extent and in the manner required under the Uniformed Services Employment and Reemployment Rights Act of 1994, a Participant who is absent from employment for service in the uniformed services and returns to employment with the Employer or Affiliate shall be permitted to make Mandatory Employee Contributions to the Plan with respect to such period of uniformed service, and the Employer or Affiliate shall make any

Employer Basic Contributions required to be made under such Act on behalf of such Employee for the period of absence, based on the contribution rates in effect for the Plan Year(s) in which the Employee was in qualified military service. The Employee shall designate the plan year(s) to which Mandatory Employee Contributions made-up by such Employee relate. Such contributions may be made during the period beginning on the date of the reemployment of such Employee, and must be made by the end of the period that is the lesser of (i) the product of 3 and the period of qualified military service, or (ii) five years following the date of such reemployment. In the event any Mandatory Employee Contributions are made pursuant to this Section, the Employee shall not be entitled to retroactive earnings on such contributions.

(b) Any Employee who returns to employment with the Employer following a period of qualified military service shall, for purposes of this Section, be treated as receiving Compensation equal to 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 but for the absence; provided, however if the Compensation the Employee would have received during such period is not reasonably certain, Compensation for this purpose shall equal the Employee's average Compensation during the 12 months immediately preceding the qualified military service (or, if shorter, the period of employment immediately preceding the qualified military service).

(c) Any contributions made pursuant to subsection (a) above are not subject to the limits under Code §415 in the Plan Year(s) in which made; rather, such contributions are subject to such limits in the Plan Year(s) to which the contributions relate as determined according to the Employee's election under subsection (a).

4.9 Form of Contributions.

All contributions shall be paid to the Trustee in the form of cash or cash equivalents.

4.10 Circumstances Permitting Return of Employer Basic Contributions.

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

4.11 Trustee-to-Trustee Transfer.

Effective January 1, 2003, a Participant may request a one-time, trustee-to-trustee transfer of all or part of the Participant's vested Account balance under this Plan, to any qualified governmental defined benefit plan (the "transferee plan") for the purpose of purchasing service credit under the transferee plan. The Plan shall agree to make such a transfer only if:

- (a) the transferee plan is not sponsored by Fulton County,

(b) the Participant provides the Committee with written proof that the Participant is a member of the transferee plan,

(c) the Participant provides written evidence that the transferee plan will accept such trustee-to-trustee transfer and the amount required to be transferred, for purposes of granting service credit to the Participant making the request, and

(d) the transferee plan provides written evidence, to the satisfaction of the Committee, that it is a qualified governmental retirement plan under the Internal Revenue Code.

Effective July 1, 2004, any person serving as a judge of the State Court of Fulton County on June 30, 2004, may make an irrevocable election on or before December 31, 2004, to become a member of the State of Georgia Judicial Retirement System. The Plan, upon receiving written proof of such election, shall remove such judge from the Plan and shall make a trustee-to trustee transfer of the judge's Account balance under the Plan as of December 31, 2004, to the State of Georgia Judicial Retirement System. The Plan shall provide any information required by the State of Georgia Judicial Retirement System relating to the judge's compensation and service history.

ARTICLE V

ALLOCATIONS TO PARTICIPANTS' ACCOUNTS

5.1 Individual Accounts.

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

5.2 Allocations.

The Accounts of Participants, Former Participants and Beneficiaries shall be adjusted, subject to the provisions of Sections 5.3, 5.4 and 5.5, in accordance with the following:

(a) Mandatory Employee Contributions. As of each payroll period for which the Mandatory Employee Contributions are made, such Mandatory Employee Contributions shall be allocated and credited directly to the such Participant's Mandatory Employee Contribution Account.

(b) Employer Basic and Employer Matching Contributions. As of each payroll period, the Employer shall provide the Administrative Committee with all information required to make a proper allocation of the Employer Basic Contribution and Employer Matching Contributions (if any) for that period. As soon as practicable after the date of receipt by the Administrative Committee of such information, the Administrative Committee shall allocate the Employer Basic Contribution and Employer Matching Contributions (if any) to each Participant's Employer Basic Contribution and Employer Matching Contributions (if any) Accounts in accordance with Sections 4.2 and 4.3.

(c) Restoration Contributions. As of the date on which a Restoration Contribution is received from an Active Participant, such Contribution (together with the nonvested benefits restored by the Plan as a result of such Contribution) shall be credited to the appropriate Mandatory Employee, Employer Matching, Employer Basic, Rollover and Transfer Accounts of the Active Participant, in the amounts held by such Accounts immediately prior to the earlier distribution to such Participant.

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

5.3 Code §415 Limitations on Maximum Contributions.

(a) General Limit on Annual Additions. In no event shall the Annual Addition to a Participant's Account for any Limitation Year, under the Plan and any other Defined Contribution Plan (as defined below) maintained by the Employer, exceed the lesser of (1) and (2) below:

- (1) 100% of the Participant's Compensation or
- (2) \$51,000 (in 2013) adjusted in subsequent years as determined in accordance with regulations prescribed by the Secretary of the Treasury or his delegate, pursuant to the provisions of Code §415(d).

The Compensation limit referred to in (1) above shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code §401(h) or 419(f)(2)) which is otherwise treated as an Annual Addition.

For purposes of applying the Code §415 limitations, Compensation shall include compensation paid to the Participant by the later of 2-1/2 months after the Participant's Severance from Service Date with the Employer or the end of the Limitation Year that includes the Participant's Severance from Service Date if such compensation is regular compensation for services during or outside the Participant's regular working hours, commissions, bonuses, or other similar payments and the compensation would have been paid to the Participant prior to a severance from employment if the Participant had continued in employment with the Employer. Compensation shall also include compensation paid to the Participant by the later of 2-1/2 months after the Participant's Severance from Service Date with the Employer or the end of the Limitation Year that includes the Participant's Severance from Service Date if such compensation is for vacation or other leave and the Participant would have been able to use the leave if the Participant had continued in employment with the Employer. A Participant's Compensation for a Limitation Year shall not include Compensation in excess of the limitation under Code §401(a)(17) that is in effect for the calendar year in which the Limitation Year begins.

Effective January 1, 2009, in accordance with Code Section 414(u)(12), Compensation shall include any differential wage payment (within the meaning of Code Section 3401(h)(2)) made by an Employer to an individual who does not currently perform services for the Employer by reason of qualified military service (within the meaning of Code Section 414(u)(5)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Employer.

(b) Correction of Excess Annual Additions. If, as a result of either the allocation of Forfeitures to an Account, a reasonable error in estimating a Participant's Compensation or such other occurrences as the Internal Revenue Service permits, the Annual Addition made on behalf of a Participant exceeds the limitations set forth in this Section, the excess amount will be corrected in any method permitted by the Internal Revenue Service's Employee Plans Compliance Resolution System (EPCRS) or any successor guidance.

(c) Special Definitions Applicable to Code §415 Limitations.

- (1) Annual Addition. For purposes of this Section, the term ‘Annual Addition’ for any Participant means the sum for any Limitation Year of:
- (A) contributions made by the Employer or an Affiliate on behalf of the Participant under all Defined Contribution Plans;
 - (B) contributions made by the Participant under all Defined Contribution Plans of the Employer or Affiliate [excluding rollover contributions as defined in Code Sections 402(a)(5), 403(a)(4), 403(b)(8), 408(d)(3) and 414(h) and contributions of previously distributed benefits which result in such a Plan’s restoration of previously forfeited benefits pursuant to Treasury Regulations §1.415(c)-1(b)(2)(ii)]; and
 - (C) forfeitures allocated to the Participant under all Defined Contribution Plans of the Employer or an Affiliate.
- (2) Defined Contribution Plan. The term ‘Defined Contribution Plan’ means any qualified retirement plan maintained by an Affiliate which provides for an individual account for each Participant and for benefits based solely on the amount contributed to the Participant’s account and any income, expenses, gains, losses and forfeitures of accounts of other Participants, which may be allocated to such Participant's account.

(d) Compliance with Code § 415. The limitations in this Section are intended to comply with the provisions of Code §415 so that the maximum benefits permitted under plans of the Affiliates shall be exactly equal to the maximum amounts allowed under Code §415 and the final regulations promulgated thereunder. If there is any discrepancy between the provisions of this Section and the provisions of Code §415 and the regulations promulgated thereunder, such discrepancy shall be resolved in such a way as to give full effect to the provisions of the Code.

5.4 ACP or Average Contribution Percentage.

In accordance with Treasury Regulations Section 1.401(m)-1(b)(2), the Plan automatically satisfies the requirements of Code §401(m).

5.5 Construction of Limitations and Requirements.

The descriptions of the limitations and requirements set forth in this Article are intended to serve as statements of the minimum legal requirements necessary for the Plan to remain qualified under the applicable terms of the Code. The Employer does not desire or intend, and

the terms of this Article shall not be construed, to impose any more restrictions on the operation of the Plan than required by law. Therefore, the terms of this Article and any related terms and definitions in the Plan shall be interpreted and operated in a manner which imposes the least restrictions on the Plan. For example, if use of a more liberal definition of "Compensation" or a more liberal multiple use test is permissible at any time under the law, then the more liberal provisions may be applied as if such provisions were included in the Plan.

5.6 Notice to Participants of Account Balances.

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

5.7 Good Faith Valuation Binding.

In determining the value of the Trust Fund and the Accounts, the Trustee and the Administrative Committee shall exercise their best judgment, and all such determinations of value (in the absence of bad faith) shall be binding upon all Participants and Beneficiaries.

5.8 Errors and Omissions in Accounts.

If an error or omission is discovered in the Account of a Participant or Beneficiary, the Administrative Committee shall cause appropriate, equitable adjustments to be made as soon as practical.

ARTICLE VI

RETIREMENT/TERMINATION BENEFITS

6.1 Retirement.

If a Participant's employment with the Employer is terminated at or after his Normal Retirement Date, he is entitled to receive one hundred percent (100%) of his Account credited as of his Normal Retirement Date. However, a Participant may postpone the termination of his employment with the Employer to a later date, in which event the participation of such Participant in the Plan shall continue until his actual retirement date. Upon a Participant's actual retirement date, or as soon thereafter as is practicable, the Trustee shall distribute all amounts credited to such Participant's Account in accordance with this Article VI.

6.2 Termination for Other Reasons.

(a) If a Participant's employment with the Employer is terminated before his Normal Retirement Date for any reason other than death, he is entitled to receive the vested amount of his Account as of the date that the Administrative Committee processes his distribution request.

(b) All Participants shall at all times be fully vested in their Mandatory Employee Contributions and Rollover Accounts. Except as provided below, the Employer Matching Contribution Accounts, Employer Basic Contribution Accounts or Transfer Account of a Participant shall vest in accordance with the following vesting schedule, based on the total of the Participant's Years of Service:

<u>Years of Service</u> <u>Completed by Participant</u>	<u>Vested Percentage</u>
Less than 1	0%
1 Year, but less than 2	20%
2 Years, but less than 3	40%
3 Years, but less than 4	60%
4 Years, but less than 5	80%
5 Years or more	100%

Notwithstanding the rules above, a Participant's Employer Matching Contribution, Employer Basic Contribution and Transfer Account shall become 100 percent vested and nonforfeitable upon the occurrence of any of the following events:

- (1) The Participant's attainment of Normal Retirement Age while still employed as an Employee of the Employer or Affiliate;
- (2) The Participant's death while still employed as an Employee of the Employer or Affiliate;

- (3) The Participant's becoming Disabled while still employed as an Employee of the Employer or Affiliate; or
- (4) The Participant has an involuntary termination of employment with the Employer on or after December 27, 2005, due to a reduction in force.

(c) For purposes of determining Years of Service for vesting, all Years of Service credited under a Prior Plan will be counted under this Plan.

6.3 Timing and Application of Forfeitures; Vesting After Restoration Contributions.

If a Participant who is not yet 100% vested in his Employer Matching Contribution Account, Employer Basic Contribution Account or Transfer Account, Terminates Employment as an Employee of the Employer and all Affiliates and receives an immediate distribution of the vested amounts in his Employer Matching Contribution Account, Employer Basic Contribution Account or Transfer Account, the nonvested amounts held in such Accounts shall become a Forfeiture as of the last day of the Plan Year in which the distribution is made. If a Participant has no vested interest in his Account at the time his employment Terminates, he shall be deemed to have received a cash-out distribution at the time his employment Terminates, and the forfeiture provisions of this Section shall apply. Forfeitures shall be used first to reduce the Employer's obligation to make Restoration Contributions, and second to reduce the Employer's obligation to make Employer Basic Contributions and third to reduce Employer Matching Contributions. Effective January 1, 2002, Forfeitures shall be used to pay expenses in the administration of the Plan (to the extent not paid out of the Trust), to reduce Restoration Contributions, or to reduce future Employer Basic Contributions or Employer Matching Contributions. If such a Participant resumes employment with the Employer or an Affiliate after he has incurred 5 or more consecutive one-year Periods of Severance, his nonvested amount shall not be restored. If such a Participant resumes employment with an Affiliate before he has incurred 5 consecutive one-year Periods of Severance, the nonvested amount shall be restored as follows:

(a) Reemployment and Vesting After Cash-Out Distribution. If by the date of reemployment such a Participant has received a distribution of the entire vested interest in his Account not later than the close of the second Plan Year following the Plan Year in which his Termination of Employment with all Affiliates occurred, the provisions of Section 4.7(a) shall apply (requiring repayment by such a Participant as a condition for restoration of the nonvested amount). Upon such repayment, the rehired individual immediately shall be credited on the vesting schedule set forth in Section 6.2(b) with all previously earned Years of Vesting Service.

(b) Reemployment and Vesting Before Any Distribution. If by the date of reemployment such a Participant has not received any distributions of his vested interest in his Account, or if he has no vested interest in his Account, the nonvested amount of his Accounts shall be restored pursuant to the terms of Section 4.7(b) and shall be credited to those Accounts. The Participant's Account then shall be subject to all of the vesting rules in this Article as if no Forfeitures had occurred.

(c) Reemployment and Vesting After Other Distribution or Prior to Distribution. If by the date of reemployment such a Participant (i) has received a distribution of a portion but not all of the vested portion of his Account, or (ii) has received a distribution of the entire vested interest in his Account later than the close of the second Plan Year following the Plan Year in which Termination of Employment with all Affiliates occurred, then the nonvested amount of his Account shall be restored pursuant to the terms of Section 4.7(b) and the total amount of his undistributed Accounts (including the restored amount) shall be credited to his Accounts. The vested interest of such Participant in such Accounts prior to the date such Participant (i) again terminates his employment with all Affiliates, (ii) incurs 5 consecutive one-year Periods of Severance (such that the nonvested portion of his Accounts are forfeited), or (iii) becomes 100% vested pursuant to the terms of Section 6.2 hereof (whichever is earliest), shall be determined pursuant to the following formula:

$$X = P (AB + [R \times D]) - (R \times D)$$

where X is the vested interest at the relevant time (that is, the time at which the vested percentage in such Accounts cannot increase); P is the vested percentage at the relevant time; AB is the balance of his Accounts at the relevant time; D is the amount of the distribution; and R is the ratio of his Account balance at the relevant time to such Account balance immediately after the distribution.

(d) Reemployment and Vesting After Distribution of Fully Vested Account. Subject to vesting events in Section 6.2(b), if a Participant who is 100 percent vested in his Account received a distribution of his entire vested Account following his Termination of Employment and such Participant subsequently is rehired as an Eligible Employee prior to the occurrence of 5 consecutive one year Periods of Severance, that individual may repay the full amount of the distribution to the Trustee (unadjusted for gains or losses) prior to the earlier of (i) 5 years after the first date on which he is rehired, or (ii) the close of the first period of 5 consecutive one year Periods of Severance commencing after the distribution and shall be credited with all previously earned Years of Vesting Service and shall be 100 percent vested in his Account. If the Participant does not repay the full amount of the distribution by the time required above, the Participant will be treated as a new Eligible Employee for all purposes under the Plan. It shall be the duty of the Administrative Committee to give timely notice to any rehired individual who is eligible to make a repayment of his right to make such repayment in accordance with this Section by the time required above and of the consequences of not making such repayment (namely that his prior Years of Vesting Service will not be credited). Notwithstanding the foregoing, if the Participant is rehired as an Eligible Employee after the occurrence of 5 consecutive one year Periods of Severance, the Participant will be treated as a new Eligible Employee for all purposes under the Plan.

6.4 Benefit Payments.

(a) Application for Benefits. Before payment of any benefit hereunder, the Administrative Committee shall require that the Participant or Beneficiary, as the case may be,

make an application for such benefit and submit the application to the Administrative Committee or its delegee in such form and manner as it shall uniformly prescribe.

(b) Effect of Payment. Any payment made in accordance with the provisions of the Plan to a Participant or Beneficiary, or to his legal representative, shall, to the extent of the method of computation as well as the amount thereof, constitute full satisfaction of claims hereunder against the Trustee, the Administrative Committee and the Employer, any of whom may require such Participant, Beneficiary or legal representative, as a condition precedent to such payment, to execute a receipt and release therefor.

6.5 Normal Payment Forms.

Except as otherwise provided herein, a benefit described in this Article VI shall be made in accordance with one of the following payment options as selected by the Participant on the Application for Benefits, as described in Section 6.4(a):

(a) A single lump-sum payment;

(b) Installment payments for a period of years (payable on a monthly, quarterly, semi-annual, or annual basis), which extends no longer than the life expectancy of the Participant as permitted under Code § 401(a)(9) and applicable Treasury Regulations issued thereunder; or

(c) A partial lump-sum payment of a designated amount.

6.6 Assets Distributed.

Any distribution to a Participant or his Beneficiary shall be made in the form of cash. Cash distributions shall be paid directly from the Trust Fund.

6.7 Time of Payment.

(a) Except as provided below, benefits payable to a Participant under this Section shall be distributed, or shall commence to be distributed, as soon as administratively feasible after the date the benefits are requested by the Participant following such Participant's Termination of Employment for any reason other than death.

(b) Notwithstanding the foregoing, in the event that the value of the Participant's Account exceeds \$5,000 at the time of distribution, benefits shall not be distributed to such Participant at the time set forth in subsection (a) hereof without the Participant's written election, on a form provided by the Administrative Committee (or its designee). In order for such Participant's election to be valid, his employment must actually Terminate, his election must be filed with the Administrative Committee within the 90-day period beginning on the date of termination, and the Administrative Committee (or its designee) (no later than 30 days and no earlier than 90 days before his distribution) must have presented him with a notice informing him of his right to defer his distribution. If the Participant does not consent in writing to the distribution of his benefit at such time, his benefit shall be distributed as soon as practicable after he files an election with the Administrative Committee requesting such payment. If a Participant

fails to file an election specifying the time of payment, his benefit shall be distributed as soon as administratively feasible after the end of the Plan Year in which he attains Normal Retirement Age, but in no event later than the 60th day after the end of such Plan Year. Effective for distributions on and after January 1, 2002, whether a Participant's vested Account exceeds \$5,000, shall be determined by ignoring any amount held in his Rollover Contribution Account. Notwithstanding the foregoing, effective January 1, 2006, in the event of a mandatory distribution of greater than \$1,000, if the Participant does not elect to have such distribution paid directly to an Eligible Retirement Plan specified by the Participant in a direct rollover or to receive the distribution directly, then the Administrative Committee will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrative Committee.

(c) Notwithstanding anything in the Plan to the contrary, in no event shall payment of a Participant's benefit be made later than 60 days after the end of the Plan Year which includes the latest of (i) the date on which the Participant attained Normal Retirement Age, (ii) the date which is the 10th anniversary of the date he commenced participation in the Plan, or (iii) the date he actually Terminates Employment as an Employee of the Employer and all Affiliates; provided, if the amount of the payment cannot be ascertained by the date as of which payments are scheduled to be made hereunder, payment shall be made no later than 60 days after the earliest date on which such payment can be ascertained under the Plan; and, provided further, the Participant's benefit payments shall be made no later than the later of April 1 following the calendar year (i) in which the Participant attains age 70½, or (ii) in which the Participant Terminates. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9) and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

(d) In-service Distribution After Age Seventy. Notwithstanding anything in the Plan to the contrary, effective January 1, 2007, any Participant who is age seventy (70) or older while continuing to be actively employed by the Employer, may request a distribution of all or part of his Account under the Plan at any time. Such distribution shall be made as soon as administratively feasible after the request is made.

(e) In-Service Distribution of Rollover Account. Notwithstanding anything in the Plan to the contrary, a Participant may request a distribution of all or part of his Rollover Account under the Plan at any time. Any such request must be made in accordance with such rules and conditions as the Administrative Committee may from time to time adopt. Such distribution shall be made as soon as administratively feasible after the request is made.

6.8 Nonalienation of Benefits.

Except with respect to federal income tax withholding, benefits payable under this Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution, or levy of any kind, either voluntary or involuntary, including any such liability which is for alimony or other payments for the support of a Spouse or former spouse or for any other relative of the Employee, prior to actually being received by the person entitled to the benefit under the terms of the Plan; and any attempt to

anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, shall be void. Notwithstanding the foregoing provisions of this Section, any indebtedness of the Participant to his Employer shall be secured by the Participant's Employer Basic Contribution and Employer Matching Contribution Accounts under the Plan; and, if such indebtedness is not fully repaid on or before the date on which the Participant or his Beneficiary becomes entitled to distribution of such Employer Basic Contribution and Employer Matching Contribution Accounts, the amount of such unpaid indebtedness shall first be paid to his Employer before any amounts are distributed to the Participant or his Beneficiary from the Employer Basic Contribution and Employer Matching Contribution Accounts.

6.9 Forfeiture of Benefits.

Notwithstanding any other provision to the contrary, a Participant's Employer Basic Contribution and Employer Matching Contribution Accounts under the Plan shall be forfeited in the manner and to the extent provided under O.C.G.A. §47-1-21 through §47-1-24, if convicted of a public employment, drug related or other covered crime.

6.10 Unclaimed Benefits.

In the event a Participant becomes entitled to benefits under the Plan other than death benefits and the Administrative Committee is unable to locate such Participant (after sending a letter, return receipt requested, to the Participant's last known address, and after such further diligent efforts as the Administrative Committee in its sole discretion deems appropriate) within one year from the date upon which he becomes so entitled, the Administrative Committee shall direct that such benefits be paid to the person(s) who have been designated as the Participant's Beneficiary or, if none, who have been designated as the Beneficiary by operation of the Plan; and, provided further, if the distribution is payable upon termination of the Plan, the Administrative Committee shall not be required to wait until the end of such 1-year period. If neither the Participant nor his Beneficiary can be located and all of them fail to claim such benefits by the end of the fifth Plan Year following the Plan year in which such Participant becomes entitled to such benefits, then the full Account of the Participant shall be deemed abandoned and treated as a Forfeiture; provided, in the event such Participant or Beneficiary is located or makes a claim subsequent to the allocation of the abandoned Account but prior to the expiration of the time within which any such person's claim to the Account would expire under appropriate state law, then the amount of the abandoned Account (unadjusted for any investment gains or losses from the time of abandonment) shall be restored (from abandoned Accounts, Trust earnings or Contributions made by the Employer) to such Participant or Beneficiary, as appropriate; and, provided further, the Administrative Committee, in its sole discretion, may delay the deemed date of abandonment of any such Account for a period longer than the prescribed five Plan Years if it believes that it is in the best interest of the Plan to do so.

6.11 Maintenance of Account.

Upon the occurrence of circumstances which entitle a Participant or his Beneficiary to benefit payments under the Plan, the amount from which benefits are payable to or with respect to him, computed in accordance with the provisions of the Plan, may be retained in the Trust

Fund as such Participant's Account. Any such Account shall benefit proportionately from any earnings of the Trust Fund and any appreciation in the value of its assets and shall suffer the detriment of any losses or depreciation in the value of the Trust assets. The Account balance shall be distributed to the Participant or his Beneficiary at such time and in such manner as provided in the Plan.

6.12 Claims.

(a) Procedure. Claims for benefits under the Plan shall be approved by the Administrative Committee or its designee.

(b) Review Procedure. Any Participant or Beneficiary who has been denied a benefit, or his duly authorized representative, shall be entitled, upon request to the Administrative Committee, to appeal the denial of his claim. To do so, the claimant must obtain a form from the Administrative Committee on which to request further consideration of his position. The claimant, or his duly authorized representative, may review pertinent documents related to the Plan and in the Administrative Committee's possession in order to prepare the appeal. The form containing the request for review, together with a written statement of the claimant's position, must be filed with the Administrative Committee no later than 60 days after receipt of the written notification of denial of a claim. The Administrative Committee's decision shall be made within 120 days following the filing of the request for review and shall be communicated in writing to the claimant. If unfavorable, the notice of decision shall explain the reason or reasons for denial and indicate the provisions of the Plan or other documents used to arrive at the decision.

6.13 Certain Rollover 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 Employer, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the distributee in a direct rollover. For purposes of this section, the following definitions shall apply.

(a) Distributee. A distributee includes a Participant or a Participant's Surviving Spouse. Effective for distributions made on and after September 1, 2008, a non-spouse Beneficiary of a deceased Participant who is either an individual or an irrevocable trust where the beneficiaries of such trust are identifiable and the trustee provides the Administrative Committee with a final list of trust beneficiaries or a copy of the trust document by October 31 of the year following the Participant's death, shall be a Distributee with regard to the interest of the deceased Participant, but only if the Eligible Rollover Distribution is transferred in a direct trustee-to-trustee transfer to an Eligible Retirement Plan which is an individual retirement account described in Code §408(a) or an individual retirement annuity described in Code §408(b) (other than an endowment contract).

(b) Direct Rollover. A direct rollover is a payment by the Plan to the Eligible Retirement Plan specified by the distributee.

ARTICLE VII

DEATH BENEFITS

7.1 Death.

If the termination of employment of a Participant is caused by his death, or if a Former Participant dies before he receives a distribution of his Account, his death benefit shall be equal to one hundred percent (100%) of his Account credited as of the Valuation Date coincident with or next following his date of death and the Beneficiary is entitled to receive the entire amount in his Account to be paid in one lump sum payment. The Participant's Beneficiary shall be the person(s) designated in accordance with Section 7.4 of the Plan to receive any death benefits that may be payable under the Plan. The Administrative Committee may require such proper proof of death and such evidence of the right of any person to receive payment of the value of the Account of a deceased Participant or a deceased Former Participant as the Administrative Committee may deem desirable. The Administrative Committee's determination of death and of the right of any person to receive payment shall be conclusive.

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

7.2 Payment of Survivor Benefits.

(a) Payments to Spouse. Except as provided in Section 6.10, if the Participant's Spouse is his Beneficiary and is eligible to receive a survivor benefit under Section 7.1, payment of such benefit shall be made as soon as practical following the later of (i) the date on which the Participant would have attained his Normal Retirement Age (if he had survived) or (ii) the Participant's date of death; provided, if the Participant dies before his Normal Retirement Age, his Spouse instead may elect (on a form provided for this purpose by the Administrative Committee) for the payment of his survivor benefit to be paid as of the first day of any calendar month following the Participant's date of death.

(b) Payments to a Non-Spouse Beneficiary. If a Beneficiary who is not the Participant's Spouse is eligible to receive a survivor benefit under Section 7.1, payment of such benefit shall be made as soon as practical following the Participant's date of death.

(c) Minimum Benefit Rules. All distributions will be made in accordance with Code §401(a)(9), the regulations promulgated under Code §401(a)(9), including Treasury Regulation §1.401(a)(9)-2 and any other provisions reflecting the requirements of Code §401(a)(9) and prescribed by the Internal Revenue Service; and the terms of the Plan reflecting the requirements of Code §401(a)(9) override the distribution options (if any) in the Plan which are inconsistent with those requirements.

7.3 Cash-Out Payment of Survivor Benefits.

If the Participant's vested Account balance is \$5,000 or less on the Participant's date of death, the full amount of such vested Account balance automatically shall be paid to his

Beneficiary in one single-sum, cash-out distribution as soon as practicable after the Participant's date of death.

7.4 Beneficiary Designation.

(a) General. In accordance with the terms of this Section 7.4, Participants shall designate and from time to time may redesignate their Beneficiary or Beneficiaries in such form and manner as the Administrative Committee may determine. If no Beneficiary designation is made by the Participant, the Beneficiary shall be his Surviving Spouse.

(b) No Designation or Designee Dead or Missing. In the event that:

- (1) a Participant dies without designating a Beneficiary;
- (2) the Beneficiary designated by a Participant is not surviving when a payment is to be made to such person under the Plan, and no contingent Beneficiary has been designated; or
- (3) the Beneficiary designated by a Participant cannot be located by the Administrative Committee within one year after the date benefits are to commence to such person;

then, in any of such events, the Beneficiary of such Participant with respect to any benefits that remain payable under the Plan shall be the Participant's Surviving Spouse, if any, and if not, then the estate of the Participant.

7.5 Distribution for Minor Beneficiary.

In the event a distribution is to be made to a minor, then the Administrative Committee may, in the Administrative Committee's sole discretion, direct that such distribution be paid to the legal guardian, or if none, to a parent of such Beneficiary or a responsible adult with whom the Beneficiary maintains his residence, or to the custodian for such Beneficiary under the Uniform Gift to Minors Act or similar statute, if such is permitted by the laws of the state in which said Beneficiary resides. Such a payment to the legal guardian or parent of a minor Beneficiary shall fully discharge the Trustee, Employer and Plan from further liability on account thereof.

7.6 Death Benefits under USERRA.

Effective January 1, 2007, in the case of a Participant who dies while performing "qualified military service" (as defined in Code Section 414(u)(5)), the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan, if any, had the Participant resumed and then terminated employment on account of death.

ARTICLE VIII

TRUST FUND

8.1 Establishment of Trust Fund.

All Contributions are to be paid over to the Trustee to be held in the Trust Fund and invested in accordance with the terms of the Plan and the separate Trust Agreement which is incorporated herein and made a part hereof.

8.2 Investment Funds.

(a) Named Investment Funds. In accordance with instructions from the Investment Committee and the terms of the Plan, the Trustee shall establish Investment Funds for the investment of Contributions and Accounts. Such Investment Funds may be established, modified or eliminated from time to time without necessity of amendment to the Plan and shall have the investment objectives prescribed by the Investment Committee.

(b) Reinvestment of Cash Earnings. Any investment earnings received in the form of cash with respect to any Investment Fund (in excess of the amounts necessary to pay Plan or Trust expenses) shall be reinvested in such Investment Fund.

8.3 Participant Direction of Investments.

Each Participant or Beneficiary generally may direct the manner in which his Accounts shall be invested in and among the Investment Funds; provided, such investment directions shall be made in accordance with the following terms:

(a) Investment of Account. As of each day, Contributions, plus earnings (or losses) thereon, will be transferred to the Investment Funds in the proportion designated by such Participant pursuant to his most recent election, as described below. If the Participant does not make an investment election, his contributions shall be allocated to the investment fund determined by the Investment Committee as the “default” fund.

In addition, effective as of each day following his Entry Date into the Plan, each Participant (or Beneficiary) may elect, the percentage of his Account that will be invested in each Investment Fund. Each such election shall remain in effect until changed by such Participant or Beneficiary. In the event an individual fails to make an election for his Accounts pursuant to the terms of this subsection or if an investment election is incomplete or insufficient in some manner, the Accounts will continue to be invested in the same manner provided under the terms of the most recent election affecting such Accounts.

(b) Conditions Applicable to Elections. Allocations of investments in the various Investment Funds, as described in subsection (a) hereof, shall be made in whole percentages as directed by the Participant or Beneficiary. The Administrative and Investment Committees shall have complete discretion to adopt and revise procedures to be followed in making such investment elections. Such procedures may include, but are not limited to, the format of the election forms, use of interactive telephone system, the deadline for filing elections

and the effective date of such elections; provided, elections must be permitted at least once every three months. Any procedures adopted by the Administrative and Investment Committees that are inconsistent with the deadlines specified in this Section shall supersede such provisions of this Section without the necessity of a Plan amendment.

8.4 Expenses.

The Employer shall pay all expenses in the administration of the Plan to the extent not paid out of the Trust.

8.5 Voting and Tender Offer Rights with Respect to Investment Funds.

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

8.6 Appointment of Investment Manager.

(a) Investment Advisor. The Investment Committee may appoint any one or more individuals or entities to serve as an Investment Advisor to the Committee. Such Investment Advisor would aid the Investment Committee in the selection of Investment Funds.

(b) Investment Manager. The Investment Committee may appoint any one or more individuals or entities to serve as the Investment Manager or Managers of the entire Trust or of all or any designated portion of a particular Investment Fund or Investment Funds. The Investment Manager shall certify that it is qualified to act as an "investment manager" within the meaning of §3(38) of ERISA and shall acknowledge in writing its fiduciary status with respect to the assets placed under its control. The appointment of the Investment Manager shall be effective upon the Trustee's receipt of a copy of an appropriate Investment Committee resolution (or such later effective date as may be contained therein), and the appointment shall continue in effect until receipt by the Trustee of a copy of an Investment Committee resolution removing or accepting the resignation of the Investment Manager (or such later effective date as may be specified therein). If an Investment Manager is appointed, the Investment Manager shall have the power to manage, acquire and dispose of any and all assets of the Trust Fund, as the case may be, which have been placed under its control, except to the extent that such power is reserved to the Trustee by the Controlling Company. If an Investment Manager is appointed, the Trustee shall be relieved of any and all liability for the acts or omissions of the Investment Manager, and the Trustee shall not be under any obligation to invest or otherwise manage any assets which are subject to the management of the Investment Manager.

8.7 Purchase of Life Insurance.

Life insurance contracts shall not be purchased.

ARTICLE IX

ADMINISTRATION

9.1 Administrative Committee; Appointment and Term of Office.

(a) The Administrative Committee shall consist of not less than three members who shall be appointed by and serve at the pleasure of the Fulton County Commissioners. Initially, the members shall be the Chairman of the Fulton County Commissioners, the Fulton County Finance Director, and the Fulton County Manager or their delegates.

(b) The Fulton County Commissioners shall have the right to remove any member of the Administrative Committee at any time. A member who is also an Employee of the Employer or an Affiliate, shall be deemed to have been removed as of his termination of employment with the Employer and all Affiliates. If a vacancy in the Administrative Committee should occur, a successor may be appointed by the Commissioners.

(c) A written certification shall be given to the Trustee of all members of the Administrative Committee together with a specimen signature of each member. For all purposes hereunder, the Trustee shall be conclusively entitled to rely upon such certification until the Trustee is otherwise notified in writing.

9.2 Organization of Administrative Committee.

The Administrative Committee may elect a Chairman and a Secretary/Treasurer from among its members. In addition to those powers set forth elsewhere in the Plan, the Administrative Committee may appoint such agents, who need not be members of such Administrative Committee, as it may deem necessary for the effective performance of its duties and may delegate to such agents such powers and duties, whether ministerial or discretionary, as the Administrative Committee may deem expedient or appropriate. The Administrative Committee shall act by majority vote. Its members shall serve as such without compensation.

9.3 Powers and Responsibility.

The Administrative Committee shall have complete control of the administration of the Plan hereunder, with all powers necessary to enable it properly to carry out its duties as set forth in the Plan and the Trust Agreement. The Administrative Committee shall have the following duties and responsibilities:

(a) to construe the Plan and to determine all questions that shall arise thereunder;

(b) to select and/or remove all service providers to the Plan including the Trustee, recordkeeper, broker and investment advisor;

(c) to decide all questions relating to the eligibility of Employees to participate in the Plan;

- (d) to determine the benefits of the Plan to which any Participant or Beneficiary may be entitled;
- (e) to maintain and retain records relating to Participants and Beneficiaries;
- (f) to prepare and furnish to Participants all information required under state or federal law or provisions of the Plan to be furnished to them;
- (g) to prepare and furnish to the recordkeeper and/or Trustee sufficient employee data and the amount of Contributions received from all sources so that the recordkeeper and/or Trustee may maintain separate accounts for Participants and Beneficiaries and make required payments of benefits;
- (h) to prepare and file or publish with all other appropriate government officials all reports and other information required under law to be so filed or published;
- (i) to provide directions to the Trustee with respect to methods of benefit payment and all other matters where called for in the Plan or requested by the Trustee;
- (j) to engage assistants and professional advisers;
- (k) to arrange for fiduciary bonding, if necessary;
- (l) to provide procedures for determination of claims for benefits; and
- (m) to delegate any or all of these responsibilities.

The selection of any investment advisor or custodian of the assets of the Plan by the Administrative Committee will be made in accordance with the County procurement processes as described in the Fulton County Purchasing Law. Notwithstanding the foregoing, the Administrative Committee shall have the authority to make a recommendation to the Board of Commissioners for an extension of any existing contract with an investment advisor or custodian, without having to proceed through the County procurement processes described above.

9.4 Records of Administrative Committee.

- (a) Any notice, direction, order, request, certification or instruction of the Administrative Committee to the Trustee shall be in writing and shall be signed by a member of the Administrative Committee. The Trustee and every other person shall be entitled to rely conclusively upon any and all such notices, directions, orders, requests, certifications and instructions received from the Administrative Committee and reasonably believed to be properly executed, and shall act in accordance therewith.
- (b) All acts and determinations of the Administrative Committee shall be duly recorded by its Secretary or under his supervision, and all such records, together with such other documents as may be necessary for the administration of the Plan, shall be preserved in the custody of such Secretary.

9.5 Reporting and Disclosure.

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

9.6 Construction of the Plan.

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

9.7 Assistants and Advisers.

(a) The Administrative Committee shall have the right to delegate any of its responsibility hereunder and to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable. To the extent that the costs for such assistants and advisers are not paid by the County, they shall be paid at the direction of the Administrative Committee from the Trust Fund as an expense of the Trust Fund.

(b) The Administrative Committee shall be entitled to rely upon all certificates and reports made by an accountant, attorney or other professional adviser selected pursuant to this Section; the Administrative Committee shall be fully protected in respect to any action taken or suffered by them in good faith in reliance upon the advice or opinion of any such accountant, attorney or other professional adviser; and any action so taken or suffered shall be conclusive upon each of them and upon all other persons interested in the Plan.

9.8 Investment Committee.

(a) The Investment Committee may be named to act on behalf of the Administrative Committee to establish and carry out a funding policy consistent with the Plan objectives and with the requirements of any applicable law. Such policy shall be in writing and shall have due regard for the liquidity needs of the Trust. Such funding policy shall also state the

general investment objectives of the Trust and the philosophy upon which maintenance of the Plan is based.

(b) The Administrative Committee shall determine the membership of the Investment Committee, and the members shall serve at the pleasure of the Administrative Committee or until their resignation.

(c) The Investment Committee also shall carry out the Administrative Committee's responsibility and authority as follows, to the extent delegated thereto by the Administrative Committee:

- (1) To appoint one or more persons to serve as investment manager or investment advisors with respect to all or part of the Plan assets;
- (2) To allocate the responsibility and authority being carried out by the Investment Committee among the members of the Committee;
- (3) To take any action appropriate to assure that the Plan assets are invested for the exclusive purpose of providing benefits to Participants and their Beneficiaries in accordance with the Plan and defraying reasonable expenses of administering the Plan, subject to the requirements of any applicable law; and
- (4) To employ one or more persons to render advice with respect to any responsibility or authority being carried out by the Investment Committee. To the extent that the costs for such assistants and advisers are not paid by the County, they shall be paid at the direction of the Administrative Committee from the Trust Fund as an expense of the Trust Fund.

9.9 Direction of Trustee.

The Administrative Committee shall have the power to provide the Trustee with general investment policy guidelines and directions to assist the Trustee respecting investments made in compliance with, and pursuant to, the terms of the Plan.

9.10 Bonding.

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

ARTICLE X

ALLOCATION OF AUTHORITY AND RESPONSIBILITIES

10.1 General Responsibilities.

The County Commissioners are fiduciaries with respect to the Plan and, as Plan sponsor, have the following authority and responsibilities:

- (a) To appoint the Trustee, the Administrative Committee and the recordkeeper, and to monitor each of their performances;
- (b) To communicate such information to the Trustee, the Administrative Committee and the recordkeeper as each needs for the proper performance of its duties;
- (c) To provide channels and mechanisms through which the Administrative Committee, the recordkeeper and/or the Trustee can communicate with Participants and Beneficiaries;
- (d) To delegate responsibilities to officers, employees or to other individuals, all of whom shall serve at the pleasure of the County;
- (e) To perform such duties as are imposed by law or by regulation; and
- (f) To serve as Plan Administrator in the absence of an appointed Administrative Committee.

In the event any of the areas of authority and responsibilities of the County overlap with that of any other Plan fiduciary, the County shall coordinate with such other fiduciaries the execution of such authority and responsibilities; provided, the decision of the County with respect to such authority and responsibilities ultimately shall be controlling.

10.2 Administrative Committee.

The Administrative Committee shall have the authority and responsibilities imposed by Article IX hereof. With respect to said authority and responsibilities, the Administrative Committee shall be a fiduciary, and as such, shall have no authority or responsibilities other than as granted in the Plan or as imposed as a matter of law.

10.3 Investment Committee.

The Investment Committee, if any is appointed, shall be a fiduciary with respect to its authority and responsibilities, as imposed by Article IX. The Investment Committee shall have no authority or responsibilities other than those granted in the Plan and the Trust.

10.4 Trustee.

To the extent provided in the Trust Agreement, the Trustee shall be a fiduciary with respect to investment of Trust Fund assets and shall have the powers and duties set forth in the Trust Agreement.

10.5 Recordkeeper.

The recordkeeper shall have the responsibility of maintaining the Plan's records and such further responsibilities and duties as set forth in a written agreement between the County and the recordkeeper.

10.6 Limitations on Obligations of Fiduciaries.

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

10.7 Delegation.

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

10.8 Multiple Fiduciary Roles.

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

10.9 ERISA Standard.

The Fulton County Commissioners and the Administrative Committee may look to the standards of fiduciary conduct prescribed by ERISA and the common law of trusts for general guidance with respect to their responsibilities.

ARTICLE XI

MISCELLANEOUS

11.1 No Guarantee of Employment.

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

11.2 Rights to Assets.

No Employee or Beneficiary shall have any right to, or interest in, any assets of the Plan upon termination of his employment or otherwise, except as provided from time to time under this Plan, and then only to the extent of the benefits payable under the Plan to such Employee or Beneficiary out of the assets of the Plan. All payments of benefits as provided for in this Plan shall be made solely out of the assets of the Plan and none of the fiduciaries shall be liable therefor in any manner.

11.3 Nonforfeitability of Benefits.

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

11.4 Governing Law.

The Plan shall be governed by the laws of the State of Georgia to the extent applicable, and to the extent not applicable, by federal law.

11.5 Construction.

The masculine gender, where appearing in the Plan, shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. The words "hereof," "herein," "hereunder" and other similar compounds of the word "here" shall mean and refer to the entire Plan and not to any particular provision or Section. Article and Section headings are included for convenience of reference and are not intended to add to, or subtract from, the terms of the Plan.

11.6 Action by the Employer.

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

11.7 Uniformity.

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

ARTICLE XII

AMENDMENT, TERMINATION AND ADOPTION

12.1 Amendment.

The provisions of the Plan may be amended at any time and from time to time by written amendment approved by the County Commissioners; provided:

(a) No amendment shall increase the duties or liabilities of the Trustee without the consent of such party;

(b) No amendment shall impair the contract rights of any Eligible Employee; and

(c) No amendment shall be made which would divert any of the assets of the Trust Fund to any purpose other than the exclusive benefit of Participants and Beneficiaries, except that the Plan and Trust Agreement may be amended retroactively and to affect the Accounts of Participants and Beneficiaries if necessary to cause the Plan and Trust to be qualified under the Code.

12.2 Termination.

(a) Right to Terminate. The Employer expects the Plan to be continued indefinitely, but it reserves the right to terminate the Plan or to completely discontinue Contributions to the Plan at any time by action of the County Commissioners. In either event, the Administrative Committee, Investment Committee, each Affiliate and the Trustee shall be promptly advised of such decision in writing.

(b) Vesting Upon Complete Termination. If the Plan is terminated by the Employer or Contributions to the Plan are completely discontinued, the Accounts of all Participants and Beneficiaries or other successors in interest as of such date shall become 100 percent vested and nonforfeitable. Upon termination of the Plan, the Administrative Committee, in its sole discretion, shall instruct the Trustee either (i) to continue to manage and administer the assets of the Trust for the benefit of the Participants and their Beneficiaries pursuant to the terms and provisions of the Trust Agreement, or (ii) if there is no successor plan or no benefits subject to the restrictions in said Section, to pay over to each Participant or Beneficiary the value of his interest in a single sum and to thereupon dissolve the Trust.

(c) Dissolution of Trust. In the event that the Administrative Committee decides to dissolve the Trust, as soon as practicable following the termination of the Plan or the Administrative Committee's decision, whichever is later, the assets under the Plan shall be converted to cash or other distributable assets, to the extent necessary to effect a complete distribution of the Trust assets as described herein below. Following completion of the conversion, on a date selected by the Administrative Committee, each individual with an Account under the Plan on such date shall receive a distribution of the total amount then credited to his Account. The amount of cash and other property distributable to each such individual shall be determined as of the date of distribution. In the case of a termination distribution as

provided herein, the Administrative Committee may direct the Trustee to take any action dealing with unclaimed benefits, except that it shall not be necessary to hold funds for any period of time stated in such Section. Within the expense limitations set forth in the Plan, the Administrative Committee may direct the Trustee to use assets of the Trust Fund to pay any due and accrued expenses and liabilities of the Trust and any expenses involved in termination of the Plan.

(d) Vesting Upon Partial Termination. In the event of a partial termination of the Plan, the Accounts of those Participants and Beneficiaries affected shall become 100 percent vested and nonforfeitable and, unless transferred to another qualified plan, shall be distributed in a manner and at a time consistent with the terms of this Section.

IN WITNESS WHEREOF, the Employer has caused this amended and restated Plan to be effective January 1, 2013, executed as of this _____ day of _____, 2013, in its name, by and through the Fulton County Board of Commissioners.

FULTON COUNTY BOARD OF COMMISSIONERS

By: _____

John H. Eaves, Chairman
District 1, At-Large

ATTEST:

APPROVED AS TO FORM:

Mark Massey
Clerk to the Commissioners

David R. Ware
County Attorney

APPENDIX A

EFFECTIVE DATES AND ELECTION PROCEDURES

- Effective Date of Plan July 1, 1999
- First Entry Date for new hires July 7, 1999
- Open election period for current Employees July 1, 1999
- Employee meetings and enrollment of current Employees July 6, 1999 - October 31, 1999
- Close election period November 1, 1999
- Benefit accruals cease under a Prior Plan November 9, 1999
- Entry Date for current Employees electing into Plan November 10, 1999
- Transfer assets of all Employees electing to transfer No later than December 31, 1999

Effective January 1, 2002, Eligible Employees enrolled in the Prior Plans shall be permitted to elect to join this Plan on an annual basis. The election period shall be on or about March 1st through April 30th of each year. The benefit accruals for those Eligible Employees electing into the Plan will cease under the Prior Plan as of April 30th of each year. Assets attributable thereto will be transferred to this Plan no later than June 30th of the same year. Electing Employees will join the Plan as of the first payroll period following April 30th.

Effective January 4, 2006, any Employee who is an active participant in the any of the Prior Plans on the date his or her job with the Employer is abolished by operation of law or a reduction in force, shall be permitted to elect to join this Plan and cease participation in the Prior Plan, within thirty (30) days of the effective date of the job abolishment. If such Employee (or former Employee) makes the election in accordance with the requirements under the terms of the DB Plan, he shall cease participating in the Prior Plans, assets attributable to his accrued benefit under the Prior Plans shall be transferred to this Plan and all benefits shall be paid from this Plan.

APPENDIX B

TRANSFER ASSUMPTIONS

For purposes of determining the amount that will be transferred out of the Fulton County Employees Retirement System (the “Prior Plan”) into the Fulton County Defined Contribution Plan (the “DC Plan”) the following assumptions will be used in calculating the lump sum value of the Participant’s Accrued Benefit Transfer Amount, as defined under the Prior Plan. Except as otherwise specifically provided below, all terms have the meaning specified in the particular Prior Plan under which the Employee is participating at the time he or she makes the election to transfer.

The lump sum value of the Participant’s Accrued Benefit Transfer Amount under the Prior Plan will be determined by using the following:

- The benefit accrual formula described under the Prior Plan under which the Employee participates as of November 9, 1999.
- The actual marital status of the Employee as of November 9, 1999. For purposes of determining a spouse’s age, it is assumed all spouses are 4 years younger than the Participant to whom they are married.
- The 1971 Group Annuity Mortality table weighted 50% male and 50% female.
- Interest rate specified in the January 1, 1999 Prior Plan actuarial valuation.
- The accrued benefit, determined as of the date of transfer, is assumed to commence at the earliest age at which the participant would otherwise be eligible to receive an unreduced normal retirement benefit under the terms of the Prior Plan in which he participates, taking into account any special provisions for specified occupations. For purposes of determining eligibility for unreduced normal retirement benefits, accumulated sick leave will not be taken into account.
- A two percent (2%) annual Cost of Living Adjustment.
- The Participant’s annual salary rate as of July 7, 1999 divided by twelve will be used as “average monthly earnings”, “average monthly salary” or “Final Average Monthly Earnings” under the Prior Plan.

The amount transferred will never be less than the Participants’ accumulated Employee contributions with interest credited as provided under the terms of the Prior Plan.

All Employees electing to participate in the DC Plan shall be required to transfer the lump sum present value of his or her Accrued Benefit Transfer Amount to the DC Plan.