

**ASSOCIATION COUNTY COMMISSIONERS OF GEORGIA
DEFINED BENEFIT PLAN
FOR BULLOCH COUNTY EMPLOYEES**

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

TYPE OF PLAN ADOPTION

- ☒ **New Plan**
- ☐ **Amendment and Restatement of Previously Adopted Plan**

ARTICLE I: DEFINITIONS

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

1.03 ACTUARIAL EQUIVALENCE OR ACTUARIAL EQUIVALENT.

Interest Rates

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

- ☒ A rate of **eight percent (8.0%)**
- ☐ A rate based on the following index:

For all other purposes

- ☒ A rate of **seven percent (7.0%)**
- ☐ A rate based on the following index:

1.07 AVERAGE MONTHLY COMPENSATION.

- ☒ Number of consecutive months to use in the calculation: **sixty (60)**
- ☒ Maximum number of most recent consecutive months to consider for the calculation: **one hundred twenty (120)** (not less than number above)

1.11 CODE.

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

1.12 COMPENSATION.

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

1.13 CREDITED SERVICE.

Method of Measurement

- ☐ Hours of Service Method
- ☒ Elapsed Time Method

Adjustments to Credited Service

Maximum years of Credited Service

Include Exclude

☐ ☐

Maximum Years:

Unused sick leave

☒ ☐

Unused annual leave

☐ ☒

Eligibility Service

☒ ☐

Service when no Participant contributions were made
(for contributory plans only)

☐ ☐

1.15 DISABILITY OR DISABLED.

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

1.20 EFFECTIVE DATE.

- ☒ For the establishment of a new qualified Plan of the Employer with an Effective Date of **July 1, 2023** ("Original Effective Date").
- ☐ For an amendment and restatement in its entirety of a previously established qualified Plan of the Employer which had a previous effective date of _____ ("Original Effective Date"). Except as specifically provided in the Plan, the Effective Date of this amendment and restatement is _____.

1.22 ELIGIBILITY SERVICE.

Method of Measurement

- ☐ Hours of Service Method

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☒ Elapsed Time Method

1.23 EMPLOYEE.

<u>Employees, other than Elected Officials</u>		Include	Exclude
	All Employees	<input type="checkbox"/>	<input type="checkbox"/>
	Full-time Employees only	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<input checked="" type="checkbox"/>	Working for the Employer at least thirty (30) Hours of Service per week for Compensation		
<input type="checkbox"/>	Other Definition:		
	<u>Other Employees</u>	<input type="checkbox"/>	<input type="checkbox"/>
	Definition of Other Employee:		
<u>Elected or Appointed Officials of the Employer</u> (With no other Publicly Funded Retirement or Pension Plan)			
	County Commissioners	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	Coroner	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Magistrate	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Elected or Appointed Officials of the Employer</u> (With one or more other Publicly Funded Retirement or Pension Plan)			
	Sheriff	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Tax Commissioner (hired before 7/1/2012)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Clerk of Superior Court	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Chief Magistrate Judge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Probate Court Judge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
<u>Other Elected or Appointed Officials Eligible for Limited Plan Participation</u> (Based solely on Allowable Compensation)			
	State Court Judge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Juvenile Court Judge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Superior Court Judge	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Solicitor or Solicitor General	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	District Attorney	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Other Elected Officials Eligible for Limited Plan Participation (specify):	<input type="checkbox"/>	<input type="checkbox"/>
<u>Other Personnel Eligible to Participate in One or More Other Publicly-funded Retirement or Pension Plans</u>		Include	Exclude
	Employees of the Tax Commissioner (hired before 7/1/2012)	<input checked="" type="checkbox"/>	<input type="checkbox"/>
<u>Tax Commissioner and Employees of Tax Commissioner</u> (if not participating in the Employees' Retirement System of Georgia)			
	Tax Commissioner (hired on or after 7/1/2012)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	Employees of Tax Commissioner (hired on or after 7/1/2012)	<input checked="" type="checkbox"/>	<input type="checkbox"/>

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Other Personnel Receiving Supplemental Compensation from Employer

Extension Agents	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Other (specify):	<input type="checkbox"/>	<input type="checkbox"/>

Excluded Employees

- ☐ No other excluded employees
- ☒ Excluded employees (specify): **seasonal employees; County Commissioners before January 1, 2025 (notwithstanding the designation of County Commissioners as "Include" above); Employees hired as Tax Commissioners on or after 7/1/12 shall be excluded in accordance with the designation of "Exclude" above notwithstanding prior service as an Employee in a position other than as a Tax Commissioner.**

1.26 EMPLOYER.

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

1.44 PLAN.

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

1.46 PLAN ENTRY DATE.

- ☒ January 1st
- ☐ Employee's Employment Commencement Date (the first day of the first pay period)
- ☐ The first day of the month
- ☐ The first day of the calendar year quarter
- ☒ Other (specify): **Not earlier than January 1, 2025, for County Commissioners.**

1.61 VESTING SERVICE.

Method of Measurement

- ☐ Hours of Service Method
- ☒ Elapsed Time Method

Adjustments to Vesting Service

	Include	Exclude
Service before the Original Effective Date of the Plan	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Unused sick leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>
Unused annual leave	<input type="checkbox"/>	<input checked="" type="checkbox"/>

ARTICLE II: EMPLOYEE PARTICIPATION

2.01 PARTICIPATION ELIGIBILITY.

Eligibility Date Determination

- ☒ [X] Date on which the Employee completes **three (3)** years of Eligibility Service
- ☐ [--] The Employee's Employment Commencement Date
- ☐ [--] The earlier date on which the Employee completes _____ (____) years of Eligibility Service or attains age _____ (____)
- ☐ [--] Other date (specify):

ARTICLE III: EMPLOYER CONTRIBUTIONS

3.03 TIME OF PAYMENT OF CONTRIBUTION.

Contribution Remittance

- ☒ [X] On an annual basis
The later of March 31 of the year following the Plan Year for which the contribution obligation has occurred or thirty (30) days after the Plan Administrator notifies the Employer of its required contribution.
- ☐ [--] On a payroll basis
If such contributions during the Plan Year are insufficient to pay the required contribution as calculated by the Actuary, an additional contribution in the amount of the insufficiency shall be made in accordance with a contribution remittance made on an annual basis. If such contributions during the Plan Year are in excess of the required contribution as calculated by the Actuary, such excess contribution shall be applied to the required contribution for the following Plan Year.
- ☐ [--] On another basis (specify):

ARTICLE IV: PARTICIPANT CONTRIBUTIONS

4.01 PARTICIPANT PAYROLL DEDUCTION CONTRIBUTIONS (AFTER-TAX).

Contribution Requirement

- ☒ Not Permitted
- ☐ Mandatory by the Participant in an amount equal to _____ percent (____%) of Compensation

Contribution Remittance

- ☐ On a payroll basis
- ☐ On an annual basis

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

Contribution Requirement

- ☒ Not Required
- ☐ Required in an amount equal to _____ percent (____%) of Compensation

Contribution Remittance

- ☐ On a payroll basis
- ☐ On a monthly basis

4.07 EARNINGS ON ACCUMULATED PARTICIPANT CONTRIBUTIONS.

Interest Crediting Rate:

- ☐ Fixed rate: _____ percent (____%)
- ☐ Index rate (specify index name):
- ☐ Other rate or method (specify method):

4.09 REPAYMENT OF PARTICIPANT CONTRIBUTION ACCOUNT.

Minimum Repayment Amount

- ☐ The minimum repayment amount shall not be less than _____ percent (____%) of the previously refunded amount including interest.
- ☐ There shall be no minimum repayment amount.

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

Repayment Time Period

- ☐ Repayment must be made within _____ (____) days of the subsequent Participant's Reemployment Commencement Date.
- ☐ Repayment must be made anytime between the subsequent Participant's Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

ARTICLE V: NORMAL AND LATE RETIREMENT PENSION

5.02 ELIGIBILITY FOR NORMAL OR LATE RETIREMENT PENSION.

- ☐ The date the Participant attains _____ (____) years of age.
- ☒ The later of the date:
- ☒ The Participant attains **sixty-five (65)** years of age
- ☒ The Participant completes **five (5)** years of Vesting Service
- ☐ The earlier of date determined above and the later of the date:
- ☐ The Participant attains _____ (____) years of age
- ☐ The Participant completes _____ (____) years of Vesting Service
- ☐ Other date (specify) (no later than age 65):

5.03 AMOUNT OF NORMAL OR LATE RETIREMENT PENSION.

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

- ☒ Single tiered Formula
- One and one-half percent (1.5)** of a Participant's annualized Average Monthly Compensation multiplied by years of Credited Service
- ☐ Multi tiered Formula
- _____ percent (____%) of a Participant's annualized Average Monthly Compensation up to and including _____ multiplied by years of Credited Service, plus
- _____ percent (____%) of a Participant's annualized Average Monthly Compensation above _____ multiplied by years of Credited Service
- ☐ Fixed Dollar Amount
- A fixed dollar amount of \$_____ multiplied by years of Credited Service.
- ☐ Percentage of annualized Average Monthly Compensation
- _____ percent (____%) of annualized Average Monthly Compensation multiplied by the ratio of years of Credited Service to the total of: (1) the years of Credited Service plus (2) the years remaining until the Participant's Normal Retirement Date. The multiplier shall not be less than zero (0) nor greater than one (1).

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

5.04 COMPUTATION AND PAYMENT OF NORMAL OR LATE RETIREMENT PENSION.

Involuntary Lump Sum Payment

- ☐ Required
- ☒ Not Required

ARTICLE VI: EARLY RETIREMENT PENSION

6.01 OFFERING OF EARLY RETIREMENT PENSION.

- ☒ [X] The Plan offers an Unreduced Early Retirement Pension
- ☒ [X] The Plan offers a Reduced Early Retirement Pension
- ☐ [--] The Plan does not offer an Early Retirement Pension

6.02 ELIGIBILITY FOR EARLY RETIREMENT PENSION.

For Unreduced Early Retirement Pension

- ☒ [X] The later of the date:
 - ☒ [X] The Participant attains **sixty (60)** years of age
 - ☒ [X] The Participant completes **thirty (30)** years of Vesting Service
 - ☐ [--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of _____ (____)
- ☐ [--] The earlier of date determined immediately above and the later of the date:
 - ☐ [--] The Participant attains ____ (____) years of age
 - ☐ [--] The Participant completes ____ (____) years of Vesting Service
 - ☐ [--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of ____ (____)

For Reduced Early Retirement Pension

- ☒ [X] The later of the date:
 - ☒ [X] The Participant attains **sixty (60)** years of age
 - ☒ [X] The Participant completes **ten (10)** years of Vesting Service
 - ☐ [--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of _____ (____)
- ☐ [--] The earlier of date determined immediately above and the later of the date:
 - ☐ [--] The Participant attains _____ (____) years of age
 - ☐ [--] The Participant completes _____ (____) years of Vesting Service
 - ☐ [--] The Participant's age, combined with the Participant's years of Vesting Service, equals or exceeds the numerical value of _____ (____)

6.03 AMOUNT OF EARLY RETIREMENT PENSION.

Pension Benefit Reduction/Reduced Early Retirement Pension

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

- ☒ Actuarial reduction using the Actuarial Equivalence specified in Section 1.03 of this Adoption Agreement
- ☐ Uniform monthly reduction at the monthly rate of _____ percent (____%)
- ☐ Other reduction factor or schedule (specify):

6.04 COMPUTATION AND PAYMENT OF EARLY RETIREMENT PENSION.

Voluntary Lump Sum Payment

- ☐ Permitted
- ☒ Not Permitted

ARTICLE VII: DISABILITY PENSION

7.01 OFFERING OF DISABILITY PENSION.

- ☐ The Plan does not offer a Disability Pension
- ☒ The Plan offers a Disability Pension

7.02 ELIGIBILITY FOR DISABILITY PENSION.

The later of the date:

- ☒ The Participant attains **fifty (50)** years of age
- ☒ The Participant completes **ten (10)** years of Vesting Service

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

7.03 AMOUNT OF DISABILITY PENSION.

- ☒ **One hundred percent (100%)** of his Normal Retirement Pension adjusted to reflect the Participant's annualized Average Monthly Compensation and Credited Service as of the date of Disability.
- ☐ _____ percent (____%) of his annualized Average Monthly Compensation at the time of Disability.

7.04 COMPUTATION AND PAYMENT OF DISABILITY PENSION.

Benefit Commencement Date shall be the later of:

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

ARTICLE VIII: DEFERRED VESTED PENSION

8.04 COMPUTATION AND PAYMENT OF DEFERRED VESTED PENSION.

Voluntary Lump Sum Payment

- ☐ [--] Permitted
- ☒ [X] Not Permitted

Involuntary Lump Sum Payment

- ☐ [--] Required
- ☒ [X] Not Required

8.05 VESTING SCHEDULE.

The Employer elects the following vesting schedule:

- | | | |
|---|--|--------------------------------------|
| <input type="checkbox"/> [--] | Immediately upon Plan Entry Date | 100% Vested in
Accrued Benefits |
| <input checked="" type="checkbox"/> [X] | Full Years of Vesting Service With
the Employer | Percent Vested in
Accrued Benefit |
| | Less than five (5) years | 0% |
| | Five (5) years or more | 100% |
| <input type="checkbox"/> [--] | Full Years of Vesting Service With
the Employer | Percent Vested in
Accrued Benefit |
| | _____ years | _____ % |
| | _____ years | _____ % |
| | _____ years | _____ % |
| | _____ years | _____ % |
| | _____ years | _____ % |
| | _____ years | _____ % |

ARTICLE IX: DEATH BENEFITS

9.01 PRE-RETIREMENT DEATH BENEFIT.

Offering of Pre-Retirement Death Benefit

- ☐ Not Offered
☒ Offered

Benefit Type and Amount

- ☐ Lump Sum Benefit
☐ The amount of the death benefit shall be equal to _____ percent (____%) of the Participant's annualized Average Monthly Compensation as of the end of the Plan Year immediately preceding the date of the Participant's death.
☒ The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the estimated monthly amount of the Participant's Normal Retirement Pension.

Maximum Lump Sum Benefit

- ☒ Subject to a maximum amount of **fifty thousand dollars (\$50,000)**
☐ Not subject to any maximum dollar amount

☐ Annuity Benefit

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

Permitted Beneficiaries for Annuity Benefit

- ☐ Spouse Only
☐ Spouse and Minor Children Only
☐ No Limitation

9.02 POST-RETIREMENT DEATH BENEFIT.

Offering of Post-Retirement Death Benefit

- ☐ Not Offered
☒ Offered

Benefit Type and Amount

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

9.03 DISABILITY DEATH BENEFIT.

Offering of Disability Death Benefit

☐ Not Offered

☒ Offered

Benefit Type and Amount

☒ Lump Sum Benefit

The amount of the death benefit shall be equal to a multiple of **fifty (50)** of the Participant's monthly Pension benefit as of the Participant's Benefit Commencement Date subject to the maximum amount specified in Section 9.03 of the Plan.

9.04 DEFERRED VESTED DEATH BENEFIT.

Offering of Deferred Vested Death Benefit

☐ Not Offered

☒ Offered

Benefit Type and Amount

☒ Lump Sum Benefit

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

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

10.01 NORMAL FORM OF DISTRIBUTION.

☒ Straight life annuity continuing for the life of the Participant

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

☐ 100%

☐ 75%

☐ 66 2/3%

☐ 50%

☐ Straight life annuity guaranteed for ten (10) years

10.02 OPTIONAL FORMS OF DISTRIBUTION.

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

- ☒ **[X]** Straight Life Annuity
 Payable for the Participant's life only.
- ☒ **[X]** 10 Years Certain and Life
 Payable for the life of the Participant, guaranteed for at least ten (10) years.
- ☒ **[X]** Full Contingent (100% Joint and Survivor)
 Payable for the life of the Participant, and the same monthly amount payable for the life of the Beneficiary following the death of the Participant.
- ☒ **[X]** Three-quarters Contingent (75% Joint and Survivor)
 Payable for the life of the Participant and three-quarters the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- ☒ **[X]** Two-thirds Contingent (66 2/3% Joint and Survivor)
 Payable for the life of the Participant, and two-thirds the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- ☒ **[X]** One-half Contingent (50% Joint and Survivor)
 Payable for the life of the Participant, and one-half the monthly amount payable for the life of the Beneficiary following the death of the Participant.
- ☒ **[X]** Pop Up Contingent
 If the Participant selects either a Full Contingent, Three-quarters Contingent, Two-thirds Contingent or One-half Contingent option form of distribution as provided in this Section above, and the Beneficiary predeceases the Participant, the Participant's monthly benefit will be increased to his Accrued Benefit under the Normal Form of Distribution (including any adjustments after his Benefit Commencement Date) for the remainder of his lifetime.
- ☒ **[X]** Lump Sum Distribution
 Payable in a lump sum if, at the time of the distribution, the Participant's Nonforfeitable Accrued Benefit is less than or equal to ten thousand (\$10,000) dollars
- ☐ **[--]** Other (specify):

10.03 COST OF LIVING ADJUSTMENT.

Offering of Cost of Living Adjustment ("COLA")

- ☐ Not Offered
- ☒ Offered at the discretion of the Employer
- ☐ Offered
- ☐ Fixed rate in the annualized amount of _____ percent (_____%), and shall be applied every _____ (_____%) Year(s), or
- ☐ Adjustable rate in an amount equal to the annual change in the Consumer Price Index ("CPI COLA").

Maximum and Minimum Limits on CPI COLA

- ☐ No Maximum and Minimum Limits
- ☐ Limits
 - Maximum Limit of _____ percent (_____%) annually
 - Minimum Limit of _____ percent (_____%) annually

Eligible Participants

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

- ☐ Participants receiving a Disability Pension
- ☐ Participants receiving a Deferred Vested Pension
- ☒ Beneficiaries receiving a joint and survivor annuity under the Plan

10.04 COMMENCEMENT OF BENEFITS/PAYMENT SCHEDULES.

Delay in Commencement of Pension Benefit Payments

- ☐ No delay
- ☒ Delay until the earlier of: (not to exceed five (5) years)
 - One (1)** years from the Original Effective Date of the Plan
 - The Participant attains _____ (_____) years of age

10.05 CONTINUED EMPLOYMENT AFTER NORMAL RETIREMENT AGE.

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

- ☐ May elect to receive his Accrued Benefit
- ☒ Shall not receive his Accrued Benefit

10.06 REPAYMENT OF PENSION LUMP SUM PAYMENT.

Restoration of Credited Service/Time Limit

- ☐ Repayment in full must be made within ____ () years of the Participant's subsequent Reemployment Commencement Date.
- ☐ Repayment must be made anytime between the Participant's subsequent Reemployment Commencement Date and the Participant's subsequent Termination of Employment.

10.07 REEMPLOYMENT OF RETIRED PARTICIPANT.

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

- ☐ May elect to continue or cease receiving his Accrued Benefit
- ☒ Shall cease receiving his Accrued Benefit

**ARTICLE XI: MISCELLANEOUS PROVISIONS AFFECTING
THE CREDITING OF SERVICE**

11.02 SERVICE UPON REEMPLOYMENT.

- ☐ Credited Service shall be restored regardless of Breaks in Service
- ☒ Credited Service shall be restored if the Participant has incurred less than **one (1)** consecutive Breaks in Service

11.03 PRIOR SERVICE CREDITS WITH OTHER ADOPTING EMPLOYERS.

- ☐ The Employer will accept prior Service credit transfers.
- ☒ The Employer will not accept prior Service credit transfers.

11.05 PAST CREDITED SERVICE.

Inclusion of Past Credited Service

- ☐ Service prior to the Original Effective Date of the Plan ("Past Credited Service") shall not be included as Credited Service under the Plan
- ☒ Service prior to the Original Effective Date of the Plan, subject to the funding as specified in this section below, shall be included as Credited Service subject to the following limits:
- ☐ No limit on Past Credited Service
- ☐ A maximum _____ percent (%) of such Past Credited Service
- ☐ A maximum _____ (____) years of such Past Credited Service
- ☒ Excluding such Past Credited Service (specify): **See Plan Amendment #1.**

Participant Purchase of Past Credited Service

- ☐ Participant is not required to purchase Past Credited Service
- ☒ Participant is required to purchase Past Credited Service using one of the following methods:
- ☐ _____ percent (____%) of the Actuarial Equivalence of the Past Credited Service to be purchased.
- ☒ Other method or formula (specify): **See Plan Amendment #1.**

Participant Payment Time Period for Purchase of Past Credited Service

- ☐ Participant payment must be made in whole within _____ (____) days of notification of the payment amount by the Employer.
- ☐ Participant may elect to make the required payment in accordance with the schedule specified above or in periodic annual payments for a period not to exceed _____ (____) years (maximum five (5) years).
- If the Participant elects to make periodic payments, the payment will be increased to include interest at a rate of five percent (5%) compounded annually. Interest shall begin on the first day of the month following the month of notification of the payment amount by the Employer shall end on the last day of the month preceding the final payment.
- ☒ Other time period (specify): **See Plan Amendment #1.**

11.07 QUALIFIED MILITARY SERVICE.

Yes No

Return to Employment

Mandatory Employee Contributions required to receive Credited Service ☐ ☐

Death During Military Service

Credited Service for period of Military Service granted to Participants who die during Qualified Credited Military Service: ☐ ☒

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Disability During Military Service

Credited Service for period of Military Service granted to Participants who become Disabled during Qualified Credited Military Service	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Vesting Upon Disability

Service for vesting purposes is granted to a Participant who becomes Disabled during Qualified Military Service. (Must select if granting Credited Service for Disabled Participants)	<input type="checkbox"/>	<input checked="" type="checkbox"/>
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Differential Wage Payments

Differential Wage Payments treated as Compensation during Qualified Military Service	<input checked="" type="checkbox"/>	<input type="checkbox"/>
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ARTICLE XII: MISCELLANEOUS PROVISIONS AFFECTING THE PAYMENT OF BENEFITS

12.06 FORFEITURE OF BENEFITS.

- ☒ [X] Apply forfeiture of benefits provisions for Participants convicted of certain crimes
- ☐ [--] Do not apply forfeiture of benefits provisions for Participants convicted of certain crimes

ARTICLE XIV: PARTICIPANT ADMINISTRATIVE PROVISIONS

14.02 NO BENEFICIARY DESIGNATION.

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

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

BULLOCH COUNTY, GEORGIA

By: _____

Title: _____

Date: _____