CITY OF PORT WENTWORTH

CITY COUNCIL

NOVEMBER 23, 2026

Council Meeting Room	Regular Session	7:00 PM

7224 GA HIGHWAY 21
PORT WENTWORTH, GA 31407

1. CALL MEETING TO ORDER

2. PRAYER AND PLEDGE OF ALLEGIANCE

3. ROLL CALL - CLERK OF COUNCIL

4. APPROVAL OF AGENDA

5. RECOGNITION OF SPECIAL GUESTS

6. PUBLIC COMMENTS - REGISTERED SPEAKERS

7. ELECTIONS & APPOINTMENTS

8. ADOPTION OF MINUTES

A. Regular Council Meeting Minutes- October 22, 2026

9. COMMUNICATIONS & PETITIONS

A. Veterans Day Proclamation

B. National Diabetes Awareness Month Proclamation

C. National Adoption Day Proclamation

E. City Manager Update

10. COMMITTEE REPORTS

11. CONSENT AGENDA

12. UNFINISHED BUSINESS

A. GMEBS Retirement Plan Amendments Employee Retirement Benefit Enhancement- 2nd Reading
- Defined Benefit (DB) (Vote 1)
- Defined Contribution (DC) (Vote 2)

- **PUBLIC HEARING**
- **ACTION**

13. NEW BUSINESS

A. Consideration of the First Reading of a Zoning Map Amendment Application, submitted by Phillip R. McCorkle as Agent for SPH 21, LLC, requesting to rezone 5.9 acres from R-5 to C-2, to allow for future commercial development. PIN #s 70975A 01028 and 70975A 01029, located in the 1st Council District, on Highway 21.
   - **PUBLIC HEARING**

B. Development Agreement with Landco Main LLC

C. Alcoholic Beverage License Application submitted by Rudresh N. Pomal for Distilled Spirits Consumption on Premises/ Wine Consumption on Premises / Malt Beverage Consumption on Premises Sales License for R & M Coastal 2 LLC., DBA The Hangar (308 Magellan Blvd Suite 104) located in a C-2 (General Commercial) Zoning District

14. RESOLUTIONS/ORDINANCES/PROCLAMATIONS

15. EXECUTIVE SESSION

A. Litigation

B. Personnel

C. Real Estate

16. ADJOURNMENT

12.A

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/23/26
Department: Administration
Category: Agreement
Prepared By: McKenzie Cromer
Department Head:

AGENDA ITEM (ID)

DOC ID:

GMEBS Retirement Plan Amendments Employee Retirement Benefit Enhancement- 2nd Reading

- **Defined Benefit (DB) (Vote 1)**
- **Defined Contribution (DC) (Vote 2)**

- **PUBLIC HEARING**
- **ACTION**

Issue/Item: Consideration and approval of amendments to the City's retirement plans, establishing a uniform 2.0% retirement benefit multiplier for eligible employees. The proposed enhancement replaces the existing graduated benefit structure capped at 1.75% and represents a strategic investment in employee recruitment, retention, and long-term workforce stability.

Background: The City's existing defined benefit retirement plan utilizes a graduated benefit accrual formula ranging from 1.00% to 1.75% of Final Average Earnings. The proposed amendment establishes a uniform 2.0% retirement benefit multiplier applicable to all years of Credited Service for eligible employees. This enhancement provides a more competitive retirement benefit structure while strengthening the City's long-term commitment to workforce stability and financial security for its employees.

Facts and Finding: The proposed enhancement represents a strategic investment in the City's human capital and is intended to strengthen employee recruitment, retention, and long-term organizational continuity. Establishing a uniform 2.0% benefit accrual rate provides greater retirement benefit predictability, recognizes accumulated years of public service, and reinforces the value of sustained municipal employment.

As Port Wentworth continues to experience substantial growth and increasing operational demands, retaining experienced and qualified personnel is essential to maintaining institutional knowledge, operational efficiency, and continuity in the delivery of essential public services. A competitive retirement benefit structure is an important component of the City's comprehensive compensation strategy and supports its ability to attract and retain a highly qualified workforce.

The proposed amendments have been developed through a collaborative effort involving the City and Georgia Municipal Association's respective legal, financial, and retirement benefits professionals. Council consideration will require two separate actions:

Vote 1 – Defined Benefit (DB) Retirement Plan Amendment and General Addendum
Approval of the GMEBS Defined Benefit Retirement Plan Adoption Agreement and accompanying General Addendum, establishing the uniform 2.0% retirement multiplier for eligible employees, updating applicable retirement participation provisions for the city's executive officers, and enhancing retirement benefit provisions for members of the governing body.

Vote 2 – Defined Contribution (DC) Retirement Plan Amendment
Approval of the GMA Defined Contribution Plan Adoption Agreement, expanding retirement plan participation within the city's executive administration and establishing applicable employer contribution provisions consistent with the City's retirement benefit structure.

Recommendation: Approval.

Funding: $258,274

Recommendation:

Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
1111 Constitution Ave., NW
Washington, DC 20224

Date: 00
8/31/2026
Employer ID number:
58-0907810
Case number:
202400232
File folder number:
317E0630001-002
Letter serial number:
R707854a
Plan number:
01-002
Plan description:
Non-Standardized Pre-Approved Money Purchase Pension Plan
Person to contact:
Name: Kayla Palmer
ID number: 1004291765
Telephone: 513-975-6319
Hours: 9:00 am to 4:00 pm EST. Mon-Fri

GEORGIA MUNICIPAL ASSOCIATION INC
201 PRYOR STREET SW
ATLANTA, GA 30303

Dear Applicant:

In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) 401.

We considered the changes in qualification requirements in the 2023 Cumulative List of Notice 2024-3, 2024-2 Internal Revenue Bulletin (IRB) 338. Our opinion relates only to the acceptability of the form of the plan under the IRC. We didn't consider the effect on other federal or local statutes.

You must provide the following to each employer who adopts this plan:

- A copy of this letter
- A copy of the approved plan
- Copies of any subsequent amendments including their dates of adoption
- The plan provider's contact information including their address and telephone number

Our opinion on the acceptability of the plan's form is a determination as to the qualification of the plan as adopted by a particular employer only under the circumstances, and to the extent, described in Revenue Procedure (Rev. Proc.) 2023-37, 2023-51 I.R.B. 1491. The employer who adopts this plan can generally rely on this letter to the extent described in Rev. Proc. 2023-37. Employee Plan Determinations, except as provided in Section 12 of Rev. Proc. 2026-4, 2026-01 I.R.B. 160, as updated annually, won't issue a determination letter to an employer who adopts this plan. Review Rev. Proc. 2026-4 to determine if an adopting employer is eligible to submit a determination letter application, and if so how. The employer must also follow the terms of the plan in operation.

Except as provided below, our opinion doesn't apply to the requirements of IRC 401(a)(4), 401(l), 410(b), and 414(s). Our opinion doesn't apply to IRC 415 and 416 if an employer maintains or ever maintained another qualified plan for one or more employees covered by this plan. For this purpose, we won't consider the employer to have maintained another defined contribution plan provided both of the following are true:

- The employer terminated the other plan before the effective date of this plan
- No annual additions have been credited to any participant's account under the other plan as of any date within the limitation year of this plan

Also, for this purpose, we'll consider an employer as maintaining another defined contribution plan, if the employer maintains any of the following:

- A welfare benefit fund defined in IRC 419(e), which provides post-retirement medical benefits allocated to separate accounts for key employees as defined in IRC 419A(d)
- An individual medical account as defined in IRC 415(l)(2), which is part of a pension or annuity plan maintained by the employer
- A simplified employee pension plan

Our opinion for a non-governmental plan doesn't apply to Treasury Regulations (Treas. Reg.) 1.401(a)-1(b)(2) requirements for a money purchase plan or target benefit plan where the normal retirement age under the employer's plan is lower than age 62.

Our opinion for a governmental plan doesn't apply to Treas. Reg. 1.401(a)-1(b)(2) requirements for a money purchase or target benefit plan where the normal retirement age under the employer's plan doesn't satisfy any of the safe harbors described in Treas. Reg. 1.401(a)-1(b)(2)(v) of the proposed regulations.

Our opinion doesn't constitute a determination that the plan is an IRC 414(d) governmental plan. This letter isn't a ruling with respect to the tax treatment to be given contributions which are picked up by the governmental employing unit within the meaning of IRC 414(h)(2).

Our opinion doesn't constitute a determination that the plan is an IRC 414(e) church plan.

Our opinion may not be relied on by a non-electing church plan for rules governing pre-ERISA participation and coverage.

Our opinion applies to the requirements of IRC 410(b) if 100 percent of all non-excludable employees benefit under the plan.

Employers who choose a safe harbor allocation formula and a safe harbor compensation definition may also rely on this opinion letter for the non-discriminatory amounts requirement under IRC 401(a)(4).

If this plan includes a cash or deferred arrangement (CODA) or otherwise provides for contributions subject to IRC 401(k), 401(m) or both, the employer may rely on the opinion letter regarding the form of the non-discrimination tests of IRC 401(k)(3) and 401(m)(2), if the employer uses a safe harbor compensation definition. For plans described in IRC 401(k)(12) or (13) and/or 401(m)(11) or (12), employers may rely on the opinion letter regarding whether the plan's form satisfies the requirements of those sections unless the plan provides for the safe harbor contribution to be made under another plan. For SIMPLE plans described in IRC 401(k)(11) and 401(m)(10), and starter 401(k) deferral-only plans described in IRC 401(k)(16), employers may also rely on this opinion letter regarding whether the plan's form satisfies the requirements of those sections.

The provisions of this plan override any conflicting provision contained in the trust or custodial account documents used with the plan, and an adopting employer may not rely on this letter to the extent that provisions of a trust or custodial account that are a separate portion of the plan override or conflict with the provisions of the plan document. This opinion letter doesn't cover any provisions in trust or custodial account documents.

An employer who adopts this plan may not rely on this letter when the employer:

- Uses the plan to amend or restate a plan of the employer which wasn't previously qualified
- Adopts the plan before the opinion letter is issued
- Doesn't correctly complete the adoption agreement or other elective provisions in the plan
- Made amendments that cause the plan not to be considered identical to the pre-approved plan, as described in Section 13.02 of Rev. Proc. 2023-37

Our opinion doesn't:

- Apply to what is contained in any documents referenced outside the plan or adoption agreement, if applicable, such as a collective bargaining agreement.
- Consider issues under Title I of the Employee Retirement Income Security Act (ERISA) which are administered by the Department of Labor.

If you, the pre-approved plan provider, have questions about the status of this case, you can call the telephone number at the top of the first page of this letter. This phone number is only for the provider's use. Individual participants or adopting eligible employers with questions about the plan should contact you.

You must include your address and telephone number on the pre-approved plan or the plan's adoption agreement, if applicable, so that adopting employers can contact you directly.

If you prefer, you can write to the address at the top of the first page of this letter. When you write, include a copy of this letter, your telephone number and the hours we can reach you. Contact us if you change or stop sponsorship of this plan. In our opinion, the form of the plan identified above is acceptable for use by employers for the benefit of their employees under Internal Revenue Code (IRC) 401.

Sincerely,

Daniel Dragoo
Director, Employee Plans Rulings & Agreements

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

BASIC PLAN DOCUMENT
Amended and Restated

Remedial Amendment
Cycle, 2023 Cumulative List

Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

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THE GEORGIA MUNICIPAL ASSOCIATION, INC.
DEFINED CONTRIBUTION PLAN

The Georgia Municipal Association, Inc. Defined Contribution Plan ("Plan") is hereby amended and restated for the Remedial Amendment Cycle, in compliance with the 2023 Cumulative List, pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association, Inc. ("GMA") Defined Contribution and Deferred Compensation Program. The Plan is a governmental qualified defined contribution money purchase plan under Sections 401(a) and 414(d) of the Internal Revenue Code and is part of the GMA Defined Contribution and Deferred Compensation Program, as established by resolution of the Board of Directors of GMA.

Plan provisions are intended to comply with Internal Revenue Code Section 401(a) and applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2024-3(the 2023 Cumulative List) and are effective as of the applicable effective dates set forth in the Plan.

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

ARTICLE I - DEFINITIONS

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

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

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

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

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

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

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

1.08 "Compensation" means all of a Participant's wages as defined in Code Section 3401(a) for the purposes of income tax withholding at the source but determined without regard to any rules that limit the remuneration included in wages based on the nature or location of the employment or the services performed (such as the exception for agricultural labor in Code Section 3401(a)(2)); provided, however, compensation shall also include the amount of any elective deferrals, as defined in Code Section 402(g)(3), and any amount contributed or deferred by the employer at the election of the Employee and which is not includable in the gross income of the Employee by reason of Code Section 125 or 457, and elective amounts that are not includable in the gross income of the Employee by reason of Code Section 132(f)(4). Effective Plan Years

beginning after December 31, 2015, as provided under Code Section 415(c)(8), difficulty of care payments shall be included in Compensation. If so elected in the Adoption Agreement, Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The compensation of each Participant for any Plan Year shall not exceed $330,000 (for 2023), as adjusted for cost-of-living increases in accordance with Code Section 401(a)(17)(B).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1.31 "State" means the State of Georgia.

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

1.33 "Trust" means the trust established by the Trustees pursuant to a written agreement (a separate document for the establishment and administration of the Trust) that constitutes a valid trust under the law of Georgia.

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

ARTICLE II - PARTICIPATION BY EMPLOYERS

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

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

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

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

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

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

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

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

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

ARTICLE III - ELIGIBLE EMPLOYEE PARTICIPATION

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

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

ARTICLE IV - CONTRIBUTIONS

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

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

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

to receive Matching Contributions. The Employer may also establish different Matching Contribution amounts or formulas applicable to different classes of Eligible Employees.

4.03 Eligibility for Matching Contributions.

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

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

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

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

4.06 Changes in Employer Contributions. A Participating Employer may adjust the amount or method of Employer Contributions throughout the Plan Year by adopting a resolution

to amend its Adoption Agreement in accordance with Section 20.02. The resolution must be sent to the Administrator. The Trustees must approve or disapprove the amendment and, if approved, establish the effective date of any change to the Employer Contributions.

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

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

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

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

ARTICLE V - LIMITATIONS ON CONTRIBUTIONS

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

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

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

(1) Forty Thousand Dollars ($40,000), as adjusted for cost of living under Code Section 415(d) ($66,000 for 2023); or

(2) One hundred percent (100%) of Compensation (as defined in Article I) actually paid or includable in gross income during such limitation year. Compensation also includes certain additional amounts if paid no later than 2½ months after severance from employment or the end of the calendar year that includes a Participant's severance from employment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. Such additional amounts include regular compensation for services during the Participant's regular working hours or compensation for services outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments; and, payments for unused accrued bona fide sick, vacation or other leave,

but only if the Participant would have been able to use the leave if employment had continued. Any payment to a Participant paid by the Participating Employer not described above is not considered compensation if paid after severance from employment, even if it is paid within 2½ months following severance from employment.

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

Compensation of each Participant shall not exceed the applicable limit established by Code Section 401(a)(17) as of the first day of the limitation year, as increased for the cost-of-living adjustment ($330,000 for 2023). The cost-of-living adjustment in effect for a limitation year applies to compensation for the Plan Year that begins with or within such limitation year.

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

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

(d) Any corrections required under this Article V may be made pursuant to the IRS Employee Plans Compliance Resolution System ("EPCRS"), Revenue Procedure 2021-30 (or subsequent updated guidance), and any applicable correction provisions under SECURE 2.0.

(e) For purposes of this Section, "annual addition" means the annual addition as defined in Code Section 415(c) and as modified in Code Sections 415(l)(1) and 419A(d)(2). In general, Code Section 415(c) defines the annual addition as the sum of the following amounts credited to a Participant's accounts for the limitation year under this Plan and any other defined contribution plan maintained by a Participating Employer:

(1) employer contributions;

(2) employee contributions;

(3) forfeitures;

(4) amounts allocated to an individual medical account, as defined in § 415(1)(2) of the Code, which is part of a pension or annuity plan maintained by the employer are treated as annual additions to a defined contribution plan;

(5) contributions paid or accrued to provide post-retirement medical benefits, allocated to the separate account of a key employee, as defined in § 419A(d)(3) of the Code, under a welfare benefit fund, as defined in § 419(e) of the Code, maintained by the employer ; and

(6) allocations under a simplified employee pension.

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

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

ARTICLE VI - ACCOUNTS AND REPORTS

6.01 Account. The Administrator shall maintain applicable Accounts within the Participant's Account with respect to each Participant which may include: the Employer Contribution Account, the Employer Matching Contribution Account, the Employer Non-Matching Contribution Account, the Rollover Account, and the Transfer Account. The Administrator may establish an Employer Matching Contribution Account and an Employer Non-Matching Contribution Account, consistent with the Participating Employer's elections in the Addendum to the Adoption Agreement. If established, the Employer Matching Contribution Account shall be credited with the Participant's Employer Matching Contributions for each Payroll Period, and the Employer Non-Matching Contribution Account shall be credited with the Participant's Employer Non-Matching Contributions for each designated period (pursuant to the Adoption Agreement). If the Administrator does not establish these accounts, Employer Contributions shall be credited to the Employer Contribution Account. The Rollover Account shall be credited with the Participant's rollover contributions, if any, under Article XIV. The Transfer Account shall be credited with the Participant's transfers to the Plan, if any, under Article XV. The balance of the Participant's Accounts shall be adjusted daily to reflect any distribution to the Participant and all interest, dividends, account charges and changes of market

value resulting from the investment of the Participant's Accounts. All Plan records, including individual account information, that are maintained by the Service Manager shall be the exclusive property of the Administrator. The Administrator may prescribe such minimum deposits to Participant's Accounts and each investment option for the Participant as it deems appropriate.

6.02 Statements of Account. A written report of the status of each Participant's Accounts shall be furnished to the Participant by the Administrator within thirty (30) days after the end of each Plan quarter. All reports to Participants shall be based on the fair market value of investments credited to Accounts as of the reporting dates. Participant reports shall be deemed to have been accepted by the Participant as correct unless written notice to the contrary is received by the Administrator within ninety (90) days after the mailing or distribution of a report to the Participant.

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

ARTICLE VII - VALUATION OF ACCOUNTS

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

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

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

ARTICLE VIII - TRUST

8.01 Trust Status. All assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable fees, taxes (if applicable) and expenses of the Plan. In resolving any conflict between provisions of the Plan and provisions of the separate Trust Agreement, the provisions of the Plan shall control. The Trust Agreement is the separate document for the establishment and administration of the Trust Fund.

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

ARTICLE IX - INVESTMENT OF ACCOUNTS

9.01 Investment Options. From time to time, the Trustees shall determine the available Investment Funds for Participants (or Beneficiaries upon the death of the Participant). The Participants may direct the investment of their Accounts among the Investment Funds selected by the Trustees. Unless otherwise directed by the Participant (or Beneficiary), in accordance with

procedures established by the Service Manager, a Participant's (or Beneficiary's) Rollover Account and Transfer Account shall be invested in the same manner as the Participant's (or Beneficiary's) Employer Contribution Account; if a Participant has both an Employer Matching Contribution Account and Employer Non-Matching Contribution Account with different investment directives, the investment directive of the Matching Contribution Account shall be applied. The Administrator shall follow the Participants' (or Beneficiaries') directions with respect to the investment of the Accounts, except that the Administrator shall direct the investment of a Participant's (or Beneficiary's) Account to a default investment pursuant to Section 9.02 when there is no valid investment direction on file.

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

ARTICLE X - VESTING

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

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

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

(c) Upon a Participating Employer's voluntary or involuntary termination of the Employer's Participation in the Plan or upon the Trustees' termination of the entire Plan, or upon the complete discontinuance of the Employer's contributions to the Plan, the Participant shall be 100% Vested in all the Participant's Accounts.

10.02 Forfeitures. If a Participant has a Separation from Service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. The Employer is responsible for reporting forfeitures to the Administrator when they occur. Amounts forfeited during a calendar year shall be used to reduce or otherwise supplement Employer Contributions no later than twelve (12) months after the close of the Plan Year in which the forfeitures are incurred (or, if longer, the maximum time allowed under applicable regulations), or, if there are no Employer Contributions (such as in a frozen plan), shall be used for administrative expenses and, if forfeitures remain, allocated to remaining Participants' Accounts.

ARTICLE XI - BENEFITS

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

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

(b) **Death.** In the event of the Participant's death prior to the commencement of benefits under paragraph (a), the value of the Participant's Account shall be paid to the Beneficiary under a payment option elected by the Beneficiary under Section 11.02, subject to the restrictions in Article XII. Such benefits shall be payable commencing within sixty (60) days after receipt by the Administrator of satisfactory proof of the Participant's death. However, if the Beneficiary is the spouse of the Participant, then the spouse may elect, within sixty (60) days of the Participant's death, to defer distribution to a date not later than the Participant's required beginning date as specified in Section 12.06(e). In the event of the Participant's death after commencement of benefits, benefits shall be paid subject to Article XII.

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

11.02 Payment Options. The election of a payment option by a Participant or a Beneficiary under Section 11.01 must be made no later than thirty (30) days before the

commencement of such benefits. Subject to restrictions established by the Administrator, the Plan shall permit payment options in the form of lump sums and may permit a Participant to elect payment over the life of the Participant; over the life of the Participant and a designated Beneficiary; over a period certain not extending beyond the life expectancy of the participant; or over a period certain not extending beyond the joint life and last survivor expectancy of the Participant and a designated Beneficiary. Absent such an election, the Account will be paid in a lump sum.

11.03 Lump Sum Settlement. Notwithstanding anything in this Plan to the contrary, if a Participant's Account balance is not greater than $5,000 ($7,000 for distributions made after December 31, 2023) (or such other lesser amount as determined by the Trustees with respect to the Plan Years of Participating Employers following the determination) at the time of Separation from Service, the Administrator may effect a lump sum distribution of the Participant's Account, regardless of a Participant's or Beneficiary's direction. Effective for distributions made on or after March 28, 2005, if a lump sum distribution to be made under this Section is greater than $1,000 and it is an eligible rollover distribution, and if the recipient of the distribution does not elect to have the distribution paid directly to an eligible retirement plan specified by the recipient in a direct rollover or does not elect to receive the distribution directly, then the Administrator will pay the distribution in a direct rollover to an individual retirement plan designated by the Administrator.

11.04 Designated Beneficiary.

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

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

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

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

distribution of benefits payable under this Plan over a subsequent Beneficiary designation for the GMA Deferred Compensation Plan.

ARTICLE XII - MINIMUM DISTRIBUTION RULES

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

12.02 Requirements of Treasury Regulations. All distributions required under this Article will be determined and made in accordance with a reasonable, good faith interpretation of Code Section 401(a)(9) and the Treasury regulations thereunder, as applicable to governmental plans, including the incidental death benefit rules under Code Section 401(a)(9)(G).

12.03 Time and Manner of Distribution.

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

(b) If the Participant dies before distributions begin, the Participant's entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, then distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Applicable Age.

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

(3) If there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, the Participant's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(4) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse are required to begin, this subsection (b), other than subsection (b)(1), will apply as if the surviving spouse were the Participant.

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

(c) Unless the Participant's interest is distributed in the form of an annuity purchased from an insurance company or in a single sum on or before the Required Beginning Date, as of the first Distribution Calendar Year distributions will be made in accordance with Sections 12.04 or 12.05. If the Participant's interest is distributed in the form of an annuity purchased from an insurance company, distributions thereunder will be made in accordance with the requirements of Code Section 401(a)(9) and the Treasury regulations, as applicable to governmental plans.

Annuity payments must commence on or before the Participant's Required Beginning Date. The first payment, which must be made on or before the Participant's Required Beginning Date, must be the payment which is required for one payment interval. The second payment need not be made until the end of the next payment interval even if that payment interval ends in the next calendar year. Payment intervals are the periods for which payments are received, e.g., bimonthly, monthly, semi-annually, or annually.

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

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

12.04 Required Minimum Distribution During Participant's Lifetime.

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

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

(2) If the Participant's sole Designated Beneficiary for the Distribution Calendar Year is the Participant's spouse, the quotient obtained by dividing the Participant's Account Balance by the number in the Joint and Last Survivor Table set forth in

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

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

12.05 Required Minimum Distributions After Participant's Death.

(a) Death Prior to January 1, 2022, on or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies prior to January 1, 2022, on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining Life Expectancy of the surviving spouse is calculated for each Distribution Calendar Year after the year of the Participant's death using the surviving spouse's age as of the spouse's birthday in that year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of

the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Participant's death, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(b) Death on or After January 1, 2022, On or After Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies on or after January 1, 2022, on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the longer of the remaining Life Expectancy of the Participant or the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as follows:

(i) The Participant's remaining Life Expectancy is calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the applicable distribution period is measured by the surviving spouse's Life Expectancy using the surviving spouse's birthday for each Distribution Calendar Year after the calendar year of the Participant's death. The surviving spouse's remaining Life Expectancy is redetermined each Distribution Calendar Year using the surviving spouse's age as of the surviving spouse's birthday in that Distribution Calendar Year. For Distribution Calendar Years after the year of the surviving spouse's death, the remaining Life Expectancy of the surviving spouse is calculated using the age of the surviving spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary and there is an Eligible Designated Beneficiary, the Eligible Designated Beneficiary's remaining Life Expectancy is calculated using the age of the Eligible Designated Beneficiary in the year following the year of the Participant's death, reduced by one for each subsequent year.

(iv) If the Participant's surviving spouse is not the Participant's sole Designated Beneficiary and there is no Eligible Designated Beneficiary, the entire interest must be distributed by the end of the calendar year that includes the tenth anniversary of the date of the Participant's death. In addition, if there is a Designated Beneficiary but not an Eligible Designated Beneficiary, distributions must begin by December 31st of the calendar year immediately following the calendar year in which the Participant died based on the longer of the Life

Expectancy of the Designated Beneficiary or the deceased Participant. However, for the 2021 and 2022 calendar years, distributions are not required.

(2) No Designated Beneficiary. If the Participant dies on or after the date distributions begin and there is no Designated Beneficiary as of the September 30 of the year after the year of the Participant's death, such as where no individual is named as the beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the Participant's remaining Life Expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(c) Death Prior to January 1, 2022, Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account Balance by the remaining Life Expectancy of the Participant's Designated Beneficiary, determined as provided in subsection (a) of this Section.

(2) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under Section 12.03(b)(1), this subsection (c) will apply as if the surviving spouse were the Participant.

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

(e) Death on or after January 1, 2022, Before Distributions Begin.

(1) If the Participant dies before the date distribution begins and the surviving spouse is the sole beneficiary, distribution must begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained the Applicable Age, if later.

(i) Death of Surviving Spouse Before Distributions to Surviving Spouse Are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse under subsection (e)(1), this subsection (e) will apply as if the surviving spouse were the Participant.

(2) Participant Survived by Eligible Designated Beneficiary. If the Participant dies before the date distributions begin and there is an Eligible Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Participant's death is determined initially using the beneficiary's age as of their birthday in the calendar year following the calendar year of the Participant's death. For subsequent calendar years, the Designated Beneficiary's remaining Life Expectancy is determined by reducing that initial Life Expectancy by one for each calendar year that has elapsed after the first calendar year.

(i) Death of Eligible Designated Beneficiary. If the Participant dies before the date distributions begin and is survived by an Eligible Designated Beneficiary and the surviving Eligible Designated Beneficiary dies or reaches the age of majority before distributions are required to begin to the Eligible Designated Beneficiary under subsection 12.05(e)(2), distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(3) Participant Survived by Designated Beneficiary. If the Participant dies before the date distributions begin and there is a Designated Beneficiary, distribution of the Participant's entire interest will be completed by December 31 of the calendar year containing the tenth anniversary of the Participant's death.

(4) No Designated Beneficiary. If the Participant dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Participant's death, distribution of the Participant's entire interest

will be completed by December 31 of the calendar year containing the fifth anniversary of the Participant's death.

12.06 Definitions for this Article.

(a) "Applicable Age" means as follows:

(1) In the case of an individual who attains age 70 before July 1, 2019, the Applicable Age is 70 ½.

(2) In the case of an individual who attains age 70 on or after July 1, 2019, the Applicable Age is 72.

(3) In the case of an individual who attains age 72 after December 31, 2022, and age 73 before January 1, 2033, the Applicable Age is 73.

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

(c) "Distribution Calendar Year" means a calendar year for which a minimum distribution is required. For distributions beginning before the Participant's death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first Distribution Calendar Year is the calendar year in which distributions are required to begin under Section 12.03(b). The required minimum distribution for the Participant's first Distribution Calendar Year will be made on or before the Participant's Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the

Participant's Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

(d) "Eligible Designated Beneficiary" means the individual designated by the Participant (or the Participant's surviving spouse) and who will receive the Participant's interest under the Plan and who is:

(1) The surviving spouse of the Participant,

(2) A child of the Participant who has not reached majority,

(3) Disabled,

(4) A chronically ill individual, or

(5) An individual not described above who is not more than 10 years younger than the Participant.

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

(f) "Participant's Account Balance" means the Account balance as of the last valuation date in the calendar year immediately preceding the Distribution Calendar Year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

(g) "Required Beginning Date" means April 1 of the calendar year following the later of (i) the calendar year in which the Participant reaches the Applicable Age , or (ii) the calendar year in which the Participant Separates from Service.

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

12.08 2020 Waiver of Required Minimum Distributions

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

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

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

ARTICLE XIII - ELIGIBLE ROLLOVER FROM THIS PLAN

13.01 Plan Distributions and Withholding Requirements.

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

(b) Solely for purposes of applying the direct rollover provisions of the Plan, 2020 required minimum distributions will be treated as an Eligible Rollover Distribution in 2020.

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

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

rollover to either (1) a traditional individual retirement account or individual retirement annuity under Code Sections 408(a) or 408(b) or a Roth individual account or annuity described under Code Section 408A or (2) a qualified trust which is part of a plan which is a defined contribution plan under Code Sections 401(a) or 403(b) that will separately account for the distribution, including the taxable and non-taxable portions of the distribution, in a direct trustee-to-trustee transfer.

(b) An "Eligible Retirement Plan" is an individual retirement account described in section 408(a) of the Code, an individual retirement annuity described in Code Section 408(b), a Roth IRA described in Code Section 408A, an annuity plan described in Code Section 403(a), a qualified plan described in Code Section 401(a) that accepts the distributee's eligible rollover distribution, an annuity contract described in Code Section 403(b), an eligible plan under Code Section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state and which agrees to separately account for amounts transferred into such plan from this Plan, and, effective for distributions made after December 18, 2015, an Eligible Retirement Plan will also include a SIMPLE IRA as described in Code Section 408(p), provided that the rollover contribution to the SIMPLE IRA is made after the two-year period beginning on the date the Distributee first participated in any qualified salary reduction arrangement maintained by the Distributee's employer under Code Section 408(p)(2), as described in Code Section 72(t)(6). The definition of an Eligible Retirement Plan for a nonspouse designated beneficiary of a deceased participant means an individual retirement annuity account established for the purpose of receiving a distribution from this Plan and treated as an inherited individual retirement account or annuity (within the meaning of Code Section 408(d)(3)(C)).

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

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

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

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

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

ARTICLE XIV - ELIGIBLE ROLLOVERS TO THIS PLAN

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

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

ARTICLE XV - TRANSFERS

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

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

To the extent permitted by the applicable provisions of the Code and regulations issued thereunder, a Participating Employer may elect under the Adoption Agreement to allow a Participant to make in-service, trustee-to-trustee transfers from the vested portion of the Participant's Account in this Plan to a Georgia Municipal Employees Benefit System ("GMEBS") defined benefit plan sponsored by the Participating Employer in order to purchase service credit under the Participating Employer's GMEBS defined benefit plan. In the event a Participating Employer does not make an election under the Adoption Agreement regarding in-service, trustee-to-trustee transfers for the purpose of purchasing service credit under the Participating Employer's GMEBS defined benefit plan, the Participating Employer will be deemed to have elected to allow such transfers, if applicable. A transfer under this provision shall not be considered a distribution to the Participant, and the Participant will not have the right to receive the transferred amount directly, or to transfer to any plan other than the Participating Employer's GMEBS defined benefit plan.

ARTICLE XVI - PARTICIPATING EMPLOYER OBLIGATIONS

Each Participating Employer is required to: (i) remit correct contributions on a timely basis pursuant to Article IV, in the form and manner required by the Administrator; (ii) notify the Administrator of any change in the Adoption Agreement at least thirty (30) days prior to the

proposed effective date of the change; (iii) provide and/or distribute any reports, information, or notices as required by the Administrator; and (iv) comply with all requirements of the Plan. The Plan for a Participating Employer who fails to comply with its obligations under the Plan may be terminated by the Trustees in their discretion.

A Participating Employer shall not be liable for losses arising from expense charges of any kind or from depreciation or shrinkage in the value of investments made under this Plan.

ARTICLE XVII - PLAN LOANS

Plan loans to Participants shall not be permitted.

ARTICLE XVIII - ADMINISTRATION OF PLAN

18.01 Compliance with Code Section 401(a). At all times, the Plan shall be administered in accordance with and construed to be consistent with Code Section 401(a) and its accompanying regulations, as applicable to governmental plans as defined in Code Section 414(d). The Plan is a money purchase plan, whereby contributions are determined pursuant to Article IV of the Plan.

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

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

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

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

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

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

(5) to accept service of legal process;

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

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

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

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

18.04 Delegation by Trustees. In addition to the powers stated in Section 18.02, the Trustees may delegate to an individual, committee or organization certain of their fiduciary or

other responsibilities under the Plan. Any such individual, committee or organization shall remain a fiduciary until the delegation of fiduciary duty is revoked by the Trustees, which revocation may be without cause and without advance notice. Such individual, committee or organization shall have power and authority with respect to such delegated fiduciary or other responsibilities as the Trustees have under the Plan.

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

18.06 Payment of Benefits.

(a) Payments to Minors and Incompetents. Any Participant, Terminated Participant, or Beneficiary receiving or claiming benefits under the Plan shall be conclusively presumed to be mentally competent and of age until the Administrator receives a written notice, in a form and manner acceptable to it, that such person is incompetent or a minor, and that a guardian or other person legally vested with the care of such person's estate has been appointed. In the event a guardian of the estate of any person receiving or claiming benefits under the Plan shall be appointed by a court of competent jurisdiction, payments shall be made to such guardian and the guardian may take any and all actions with respect to the person's interest under the Plan in accordance with the terms of the appointment, provided that proper proof of appointment is furnished in a form and manner suitable to the Administrator. Any payment so made shall be a complete discharge of liability therefor under the Plan. No person may act as an attorney in fact for an Employee, Participant, Terminated Participant, or Beneficiary (or estate, if applicable) with respect to a matter involving the Plan unless a valid power of attorney document appointing such person and authorizing such action is submitted in a form and manner acceptable to the

Administrator. The Administrator shall be entitled to rely upon a power of attorney document which it reasonably determines to be valid, without liability for actions taken by the Administrator at the request of the designated attorney in fact, unless and until the Administrator receives notice that the power of attorney is no longer effective.

(b) Correctness of Actions. The Trustees or Administrator, if in doubt concerning the correctness of their action in making a payment of a benefit, may suspend payment until satisfied as to the correctness of the payment or the person to receive the payment, or may file, in any state court of competent jurisdiction, a suit, in such form as it considers appropriate, for legal determination of the benefits to be paid and the persons to receive them. The Trustees or Administrator may also bring a suit or take such other action as it deems appropriate in the case of questions involving investment directions. The Trustees and Administrator shall comply with the final order of the court in any such suit, and Participants, Beneficiaries, and the Participating Employers shall be bound thereby insofar as such order affects the benefits payable under this Plan or the method or manner of payment.

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

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

ARTICLE XIX - CLAIMS PROCEDURE

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

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

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

19.04 Claims Review.

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

(b) The Administrator shall within ninety (90) days provide adequate notice in writing to any Claimant as to its decision on any review. Such notice shall be written in a manner calculated to be understood by the Participant. If such claim is denied by the Administrator, in whole or in part, such notice shall set forth:

(1) the specific reasons for such denial,

(2) specific reference to any pertinent provisions of the Plan on which denial is based,

(3) a description of any additional material or information necessary for the Claimant to perfect the claim and an explanation of why such material or information is necessary, and

(4) an explanation of the appeals procedure for the Plan.

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

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

19.05 Appeals Procedure.

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

(b) A decision by the Trustees shall be made no later than sixty (60) days after their receipt of the appeal. However, if the Trustees decide that a hearing at which the Claimant or a duly authorized representative may be present is necessary and such a hearing is held, such decision shall be rendered as soon as possible, but not later than one hundred twenty (120) days after their receipt of the appeal. Any such decision of the Trustees shall be in writing and shall provide adequate notice to the Claimant setting forth the specific reasons for any denial and written in a manner calculated to be understood by a Participant. Any such decision by the Trustees shall be final and binding.

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

ARTICLE XX - AMENDMENT OF THE PLAN

20.01 Provider and Amendments.

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

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

(c) The Trustees or the Provider, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any beneficiary thereof) and to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XXI - TERMINATION

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

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

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

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

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

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

21.03 Effect of Termination or Freeze by Participating Employer. In the case of the complete or partial termination or freezing of the Plan as to one (1) or more Participating Employers, including a freeze arising from the discontinuance and/or delinquency of contributions, the affected portion of the Trust Fund shall continue to be held pursuant to the direction of the

Trustees, for the benefit of affected Participants pursuant to Article XI. The Plan shall remain in full effect with respect to each Participating Employer that does not terminate its participation in the Plan on behalf of its Employees or whose participation is not terminated by the Trustees. In the case of a complete termination of the Plan as to one (1) or more Participating Employers, the Trustees must distribute all assets of the Trust Fund as to such Participating Employer to Participants and Beneficiaries as soon as administratively practicable after the termination of the Plan, pursuant to benefit options under Article XI. In the case of the establishment of a successor plan, such assets may be transferred to the trust of a successor plan.

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

ARTICLE XXII - NONASSIGNABILITY

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

22.02 Rights. The rights of Participants and Beneficiaries under this Plan shall not be subject to the rights of their creditors, and shall be exempt from execution, attachment, prior assignment or any other judicial relief or order for the benefit of creditors or other third person,

except to the extent a benefit distributable under Article XI is subject to a federal tax levy and except as provided in Article XXIII concerning Plan-Approved Domestic Relations Orders.

ARTICLE XXIII - DOMESTIC RELATIONS ORDERS

23.01 General Provisions. Domestic relations orders which satisfy the requirements of Code Section 414(p)(1)(A)(i) and 414(p)(1)(B), this Article, and the procedures established by the Administrator or Service Manager for such orders shall be considered Plan-Approved Domestic Relations Orders ("PADROs") and shall be honored by the Plan. The Plan shall not honor any domestic relations orders issued by a court before January 26, 2004. The Administrator or Service Manager is authorized to establish and amend procedures for the determination of PADROs consistent with the above-referenced Code provisions and this Article.

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

23.03 Distributions to Alternate Payees. Distributions of benefits to the alternate payee shall commence as soon as administratively practicable after (i) a determination is made that the order satisfies the applicable requirements of the Code and the procedures established by the Administrator or Service Manager, and (ii) receipt by the Administrator or Service Manager of the Applicable Forms for the election of benefits. In the event of an alternate payee's death, any remaining benefits shall be payable solely to the alternate payee's estate, via the duly appointed and then-currently serving executor of the alternate payee's estate.

ARTICLE XXIV - MISCELLANEOUS

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

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

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

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

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

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

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

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

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

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

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

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

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

If the Participant timely resumes employment in accordance with USERRA after a qualified military leave, the Participating Employer shall make any other Employer Contribution that would have been made if the Participant had remained employed during the Participant's qualified military service. Such contributions must be made no later than ninety (90) days after

the date of such reemployment or when contributions are normally due for the year in which the qualified military service was performed, if later.

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

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

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

24.06 Procedure when Distributee Cannot be Located. The Administrator or Participating Employer, as applicable, shall make all reasonable attempts to determine the identity and address of a Participant or a Beneficiary (or an estate, if applicable) entitled to benefits under the Plan, consistent with EPCRS, Revenue Procedure 2021-30 (or subsequent updated guidance). For this purpose, a reasonable attempt means the Administrator or Participating Employer, as applicable, has taken the following steps: (a) searched Plan and related Plan, sponsor, Participating Employer, and publicly-available records or directories for alternative contact information, (b) used a commercial locator service, credit reporting agency, or proprietary internet search tool for locating individuals, as determined by the Administrator, and (c) attempted contact via United States Postal Service ("USPS") certified mail to the last known mailing address shown on the Employer's or the Administrator's records and through appropriate means for any address or contact information (including email addresses and telephone numbers). If the Administrator or Participating Employer, as applicable, is unable to locate such a person entitled to benefits hereunder, the payee has not responded within six (6) months, or if there has been no claim made for such benefits, the Trust Fund shall continue to hold the benefits due such person. In the event of a Plan termination under Article 21, the benefits due to such person shall be paid in a direct rollover to an individual retirement plan designated by the Administrator.

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

actions under this Section will be consistent with EPCRS, Revenue Procedure 2021-30 (or subsequent updated guidance), and any applicable correction provisions under SECURE 2.0.

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

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

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

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

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

Employees, Participants, their Beneficiaries, estates and upon all persons claiming by, through or under them.

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

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

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

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

The terms of the foregoing Basic Plan Document are hereby adopted and agreed to pursuant to a resolution of the Board of Trustees of the Georgia Municipal Association Defined Contribution and Deferred Compensation Program.

4863-4471-2369.6

THE GEORGIA MUNICIPAL ASSOCIATION, INC.

401(a) DEFINED CONTRIBUTION PLAN

Amended and Restated
Remedial Amendment Cycle, 2023 Cumulative List

RESOLUTION AND

ADOPTION AGREEMENT

City of Port Wentworth

Administered by:
Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

RESOLUTION

WHEREAS, the City of Port Wentworth, Georgia, (hereinafter referred to as the "Participating Employer") has determined that in the interest of attracting and retaining qualified employees, it wishes to offer a defined contribution plan, funded by employer contributions;

WHEREAS, the Participating Employer has also determined that it wishes to encourage employees' saving for retirement by offering ☐ matching and/or ☒ non-matching contributions;

WHEREAS, the Participating Employer has reviewed the Georgia Municipal Association, Inc. ("GMA") Defined Contribution Plan, as amended and restated for the Remedial Amendment Cycle, for the 2023 Cumulative List ("Plan");

WHEREAS, the Participating Employer wishes to ☐ participate or ☒ continue participating in the Plan to provide certain benefits to its employees, reduce overall administrative costs, and afford attractive investment opportunities;

WHEREAS, the Participating Employer is an Employer as defined in the Plan;

WHEREAS, the Participating Employer has executed an Adoption Agreement (and, if applicable, an Addendum) for the Plan; and

WHEREAS, the Mayor and Council of the City of Port Wentworth, Georgia, ("Governing Authority") is authorized by law to adopt this resolution approving the Adoption Agreement (and, if applicable, Addendum) on behalf of the Participating Employer;

Therefore, the Governing Authority of the Participating Employer hereby resolves:

Section 1. The Participating Employer adopts the Plan and the Trust Agreement ("Trust") for the Plan for its Employees.

Section 2. The Participating Employer acknowledges that the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan ("Trustees") are only responsible for the Plan and have no responsibility for other employee benefit plans maintained by the Participating Employer.

Section 3.

(a) The Participating Employer hereby adopts the terms of the Adoption Agreement and any Addendum, which is attached hereto and made a part of this resolution. The Adoption Agreement (and, if applicable, the Addendum) sets forth the Employees to be covered by the Plan, the benefits to be provided by the Participating Employer under the Plan, and any conditions imposed by the Participating Employer with respect to, but not inconsistent with, the Plan. The Participating Employer reserves the right to amend its elections under the Adoption Agreement and any Addendum, so long as the amendment is not inconsistent with the Plan or the Internal Revenue Code or other applicable law and is approved by the Trustees of the Plan. The

Participating Employer acknowledges that it is solely responsible for submitting Employer Contributions in accordance with the terms of this Adoption Agreement, including submitting said Employer Contributions as scheduled based on its Payroll Period or the end of the Plan Year, as applicable.

(b) The Participating Employer acknowledges that it may not be able to rely on the pre-approved Plan opinion letter if it makes certain elections under the Adoption Agreement or the Addendum, and that the failure to properly complete the Adoption Agreement may result in a failure of the Participating Employer's Plan to be a qualified plan.

Section 4. The Participating Employer hereby authorizes Georgia Municipal Association, Inc. ("GMA"), the Provider who sponsors the Plan on behalf of the Trustees, to amend the Plan on its behalf as provided under Revenue Procedures 2017-41, 2011-49, and 2007-44. The Participating Employer understands that the implementing amendment reads as follows:

> GMA will maintain a record of the Participating Employers, and GMA will make reasonable and diligent efforts to ensure that Participating Employers have actually received and are aware of all Plan amendments and that such Participating Employers adopt new documents when necessary. The provisions of this subsection shall supersede other provisions of the Plan to the extent those other provisions are inconsistent.
>
> The Trustees or GMA, as directed by the Trustees, hereby reserves the right to terminate the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) and, likewise, to amend the Plan without consent of the Participating Employers or of Participants (or any Beneficiaries thereof) to make desired changes in the design of the Plan. A true copy of the resolution of the Trustees approving such amendment shall be delivered to the Administrator and the Participating Employers. The Plan shall be amended in the manner and effective as of the date set forth in such resolution, and the Participating Employers, Employees, Participants, Beneficiaries, the Administrator, and all others having any interest under the Plan shall be bound thereby.
>
> On and after February 17, 2005, GMA shall have the authority to advise and prepare amendments to the Plan, for approval by the Trustees, on behalf of all Participating Employers, including those Participating Employers who have adopted the Plan prior to the January 1, 2018, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Participating Employers. Any amendment prepared by the Provider and approved by the Trustees will be provided by the Administrator to Participating Employers. Notwithstanding the foregoing paragraphs, effective on or after June 27, 2016, for any Participating Employer as of either:

- the date the Internal Revenue Service requires the Participating Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Participating Employer to incorporate a type of Plan not allowable in a pre-approved plan, as described in Revenue Procedure 2017-41; or

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

such Participating Employer shall execute a resolution to adopt any amendments that are approved by the Trustees after the date under subparagraph (1) or (2) above, as applicable, within the earlier of (i) ninety (90) days after such Trustees' approval, or (ii) if applicable, the remedial amendment period under Code Section 401(b) as applicable to governmental plans. If the Participating Employer is required to obtain a determination letter for any reason in order to maintain reliance on the opinion letter, GMA's authority to amend the Plan on behalf of the Participating Employer is conditioned on the Plan receiving a favorable determination letter. The Participating Employer further understands that, if it does not give its authorization hereunder or, in the alternative, adopt another pre-approved plan, its Plan will become an individually designed plan and will not be able to rely on the pre-approved plan opinion letter.

Section 5.

(a) The Participating Employer shall abide by the terms of the Plan and the Trust, including amendments to the Plan made under Section 4 and to the Trust made by the Trustees of the Plan, all investment, administrative, and other service agreements of the Plan and the Trust, and all applicable provisions of the Internal Revenue Code and other applicable law.

(b) The Participating Employer accepts the administrative services to be provided by GMA and any services provided by a Service Manager as delegated by the Trustees. The Participating Employer acknowledges that fees will be imposed with respect to the services provided and that such fees may be deducted from the Participants' Accounts.

Section 6.

(a) The Participating Employer may terminate its participation in the Plan, including but not limited to, its contribution requirements, if it takes the following actions:

(i) A resolution must be adopted terminating its participation in the Plan.

(ii) The resolution must specify when the participation will end.

The Trustees shall determine whether the resolution complies with the Plan, and all applicable federal and state laws, shall determine an appropriate effective date, and shall provide appropriate forms to terminate ongoing participation. However, distributions under the Plan of existing accounts to Participants will be made in accordance with the Plan.

(b) The Participating Employer acknowledges that the Plan contains provisions for involuntary Plan termination.

Section 7. The Participating Employer acknowledges that all assets held in connection with the Plan, including all contributions to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights shall be held in trust for the exclusive benefit of Participants and their Beneficiaries under the Plan. No part of the assets and income of the Plan shall be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries and for defraying reasonable expenses of the Plan. All amounts of compensation deferred pursuant to the Plan, all property and rights acquired or purchased with such amounts and all income attributable to such amounts, property or rights held as part of the Plan, shall be transferred to the Trustees to be held, managed, invested and distributed as part of the Trust Fund in accordance with the provisions of the Plan. All contributions to the Plan must be transferred by the Participating Employer to the Trust Fund. All benefits under the Plan shall be distributed solely from the Trust Fund pursuant to the Plan.

Section 8. This resolution and the Adoption Agreement (and any Addendum) shall be submitted to the Trustees for their approval. The Trustees shall determine whether the resolution complies with the Plan, and, if it does, shall provide appropriate forms to the Participating Employer to implement participation in the Plan. The Trustees may refuse to approve an Adoption Agreement (and any Addendum) by an Employer that does not have legal authority to participate in the Plan. The Governing Authority hereby acknowledges that it is responsible to assure that this resolution and the Adoption Agreement (and any Addendum) are adopted and executed in accordance with the requirements of applicable law.

Section 9. As provided in Revenue Procedure 2017-41, the Participating Employer may rely on the Plan's Opinion Letter, provided that the Participating Employer's Plan is identical to the GMA Plan, and the Participating Employer has not amended or made any modifications to the Plan other than to choose the options permitted under the Plan and Adoption Agreement (and, if applicable, Addendum).

Adopted by the Governing Authority on _____, _____, in accordance with applicable law.

By:_____
Signature

_____
Name and Title

Attest:_____

Date:_____

[Governing Authority should assure that applicable law is followed in the adoption and execution of this resolution.]

GMA 401(a) DEFINED CONTRIBUTION PLAN ADOPTION AGREEMENT

ADMINISTRATOR

Georgia Municipal Association, Inc.
201 Pryor Street, SW
Atlanta, Georgia 30303
Telephone: 404-688-0472
Facsimile: 678-686-6289

PARTICIPATING EMPLOYER

Name: **City of Port Wentworth, Georgia**

GOVERNING AUTHORITY

Name: **Mayor and Council of the City of Port Wentworth**
Address: **7224 GA Highway 21, Port Wentworth, Georgia 31407**
Phone: **912-964-4379**
Facsimile: **912-966-7429**
Title of Person Authorized to receive Official Notices from the Plan or GMA: **Human Resources Director**

DISCLOSURE OF OTHER 401(a) PLAN(S)

This Participating Employer ☐ does or ☒ does not have an existing defined contribution plan(s). If the Participating Employer does have one or more defined contribution plans, the Governing Authority must provide the plan name, name of the plan's provider, and such other information requested by the Administrator.

TYPE OF ADOPTION AND EFFECTIVE DATE

NOTE: This Adoption Agreement, with the accompanying Basic Plan Document, is designed to comply with Internal Revenue Code Section 401(a), as applicable to a governmental qualified defined contribution plan, and is part of the GMA Defined Contribution and Deferred Compensation Program. Plan provisions designed to comply with applicable provisions of additional changes in federal law and guidance from the Internal Revenue Service under Internal Revenue Service Notice 2024-3 (the 2023 Cumulative List) are effective as of the applicable effective dates set forth in the Adoption Agreement and Basic Plan Document. By adopting this Adoption Agreement, with its accompanying Basic Plan Document, the Participating Employer

is adopting a plan document intended to comply with Internal Revenue Code Section 401(a) and the 2023 Cumulative List with the applicable effective dates.

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

☐ This is a new defined contribution plan adopted by the Participating Employer for its Employees effective _____ **(insert effective date of this Adoption Agreement but not earlier than the beginning of the plan year in which the plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**, with respect to Contributions as approved by the Board of Trustees below.

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be requested from GMA to be completed as part of the Adoption Agreement.

☐ This is an amendment and restatement of the current GMA 401(a) Defined Contribution Plan or other defined contribution plan of the Participating Employer, the effective date of which shall be _____, ____ **(insert effective date of this Adoption Agreement but not earlier than the first day of the plan year in which the plan is restated or the beginning of the plan year in which the plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**. This Adoption Agreement is intended to replace and serve as an amendment and restatement of the Employer's preexisting plan, which became effective on _____, ____ **(insert original effective date of preexisting plan)**.

☐ Check this box if (i) any preexisting plan provisions will be preserved from a superseded non-GMA plan or (ii) any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

☒ This is an amendment to be effective as of **November 19, 2026, (insert effective date of this Adoption Agreement but not earlier than then beginning of the remedial amendment period for such amendment, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))** of the current GMA 401(a) Defined Contribution Plan previously adopted by the Participating Employer, which was originally effective **July 1, 2009,** as follows **(must specify elective provisions in this Adoption Agreement)**:

☒ **This is an amendment to (1) require the Clerk of Council in such position on November 19, 2026, to participate in this Plan on and after November 19, 2026, though she is a participant in the City's defined benefit plan ("DB Plan") (see pp. AA-3 – AA-4); (2) require the City**

Manager in such position on November 19, 2026, to continue participating in this Plan even if he participates in the DB Plan on or after such date (see p. AA-4); (3) allow Clerks of Council initially employed in such position after November 19, 2026, to elect to participate in this Plan, subject to the applicable terms and conditions of this Plan (see p. AA-4); and (4) provide for Employer Non-Matching Contributions in the amount of 8.5% of Compensation per Payroll Period for Clerks of Council who participate in this Plan on or after November 19, 2026, (see p. AA-12). This is also a restatement of the City's current GMA 401(a) Defined Contribution Plan.

☐ Check this box if any non-conforming provisions will be included in Plan provisions. An Addendum must be completed as part of the Adoption Agreement.

PLAN YEAR

Plan Year means the Participating Employer's Fiscal Year. For purposes of the limitations under Code Section 415(c) set forth in Article V of the Basic Plan Document, the limitation year means the calendar year.

The Employer's Fiscal Year starts on: **July 1 (insert month and day e.g., July 1)**.

COVERED DEPARTMENTS

A Participating Employer may cover all of its departments in the Plan or only those listed (check one):

☐ All Departments

☒ Covered Departments **(must specify)**: **Administration: City Manager, Assistant City Manager, and Clerk of Council only; Planning: Principal Planner only; Economic Development: Economic Development Coordinator only (but see additional eligibility requirements in next section).**

ELIGIBLE EMPLOYEES

Only Employees as defined in the Plan may be covered by the Adoption Agreement. Independent contractors may not participate in the Plan. Subject to other conditions in the Plan and this Adoption Agreement, the following Employees of the Covered Departments are eligible to participate in the Plan, provided that they satisfy any additional eligibility requirements specified under "Other Eligibility Requirements" below **(check one)**:

☐ All

☐ All with the following exclusions:

☐ Municipal Legal Officer
☐ Elected or appointed officials
☐ Other[1] **(must specify and clearly define the ineligible classification of employees)**:

_____

_____

☐ Only employees in any eligible 457(b) plan of the Employer. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to any eligible 457(b) Plan of the Employer.

☐ Only employees in the Employer's GMA 457(b) plan. Note: Please check this box if the sole purpose of this Plan is to provide Employer contributions to match Employee contributions to the Employer's GMA 457(b) Plan.

☒ Other[1] **(must specify and clearly define the classification of Eligible Employees; Eligible Employees shall not include non-governmental employees, independent contractors, or any other ineligible individuals)**:
(1) City Manager and Assistant City Manager, Principal Planner, and Economic Development Coordinator initially hired into such position after February 1, 2006; and (2) Clerk of Council in such position on or initially hired into such position after November 19, 2026.

Participation is subject to the following conditions: (1) the above Employees must irrevocably elect to participate in either this Plan (DC Plan) or the City's defined benefit plan (DB Plan) within 120 days of their initial hire date on forms designated by the City for such purpose; (2) if such an Employee fails to submit a completed election form within 120 days of said Employee's hire date, the Employee will be deemed to have irrevocably elected to participate in this Plan, and not the DB Plan (default election); and (3) in no event may an Employee participate in both this Plan and the DB Plan.

Notwithstanding the foregoing, the City Manager in such position on November 19, 2026, is required to continue participating in this Plan even though he is also required to participate in the DB Plan on or after such date. Similarly, the Clerk of Council in such position on November 19, 2026, is required to participate in this Plan with respect to service on or after such date even though she also participates in the DB Plan.

No employee may be excluded based on the attainment of a maximum age.

The Employer shall provide the Administrator with the name, address, Social Security Number, and date of birth for each Eligible Employee, as defined by the Adoption Agreement.

[1] Do not specify the inclusion or exclusion of a participant by using the name of the employee.

OTHER ELIGIBILITY REQUIREMENTS

Minimum Hours Per Week -- A Participating Employer may prescribe a minimum number of hours that an Employee must be scheduled and normally work in order to be an Eligible Employee under the Plan. The Employer hereby elects the following (elect either "No Minimum Hours Required" or "Minimum Hours Required" below. If you elect to have a minimum hour requirement you must specify the number of hours required in the space provided below). The Minimum Hour Requirement below only applies to common law Employees of the Employer and does not apply to elected or appointed officials.

☒ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled)**:

☐ _____ **(must not exceed 40 hours/week)**

☐ **Other Minimum Hour Requirement (must specify):**_____.

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

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

Minimum hour requirement applicable to excepted Eligible Employees:

☐ **No Minimum Number of Hours Required**

☐ **Minimum Hours Required Per Week (regularly scheduled)**:

☐ _____ **(must not exceed 40 hours/week)**

☐ **Other Minimum Hour Requirement (must specify):**_____.

If any Eligible Employee ceases to meet the Minimum Hour Requirement (if any), the Employee becomes ineligible for additional contributions until the Employee once again meets the requirement. It is the Participating Employer's responsibility to monitor this requirement and to report to the Administrator a change in employee eligibility.

Waiting Period -- A Participating Employer may establish a waiting period before an Eligible Employee may become a Participant in the Plan. The Employer hereby elects the following (elect "no waiting period" or one of the waiting period options below):

☒ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☐ **A waiting period described under one of the following options (check one)**:

☐ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☐ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☐ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

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

Class(es) of Eligible Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Employees initially employed prior to July 18, 2022.**

Waiting period requirement applicable to excepted Eligible Employees:

☐ **No waiting period**. An Eligible Employee may become a Participant immediately upon meeting the eligibility conditions of the Plan.

☒ **A waiting period described under one of the following options (check one)**:

☒ **Minimum Period of Service (please complete items below):**

The waiting period for participation in the Plan shall be **six (6) months** (not to exceed 12 months) of service, calculated from the commencement of the Eligible Employee's employment with the Employer.

Eligible Employees who are employed on the date the Plan is adopted ☒ will be ☐ will not be given credit for prior service as an Employee for purposes of satisfying the waiting period.

Different periods of service ☒ will be ☐ will not be added together to determine whether the waiting period has been satisfied.

☐ **Minimum Period of Contributions to 457(b) Plan (please complete items below):**

The waiting period for participation in the Plan shall be _____ (not to exceed 12 months) of the Eligible Employee's making contributions to the Employer's eligible 457(b) plan(s).

Eligible Employees who are employed on the date the Plan is adopted ☐ will be ☐ will not be given credit for prior contributions made to the eligible 457(b) plan(s) for purposes of satisfying the waiting period.

After initially meeting the waiting period, any interruption of employee contributions to the eligible 457(b) plan(s) ☐ will ☐ will not require the employee to meet another waiting period to qualify for matching contributions.

Different periods of service in which deferrals are made as an Eligible Employee ☐ will ☐ will not be added together to determine if the waiting period has been satisfied.

EMPLOYER CONTRIBUTIONS

A Participating Employer may make Matching Contributions **and/or** Non-Matching Contributions as specified below. Matching Contributions and Non-Matching Contributions that are tied to Payroll Periods (as defined in this Adoption Agreement) must be remitted to the Administrator no later than 15 business days after the end of the Payroll Period. Annual Contributions must be remitted to the Administrator no later than 15 days after the end of the Plan Year. A Participating Employer may establish one or more classes of employees for contribution purposes in this Adoption Agreement. However, no employee may be excluded from contributions based on the attainment of a maximum age.

The Participating Employer hereby elects to make contributions as follows **(check matching, non-matching, or both as applicable):**

☐ **Matching Contributions**

Employer Contributions shall be made to match all or a portion of a Participant's contribution to an eligible 457(b) deferred compensation plan, including but not limited to the GMA Deferred Compensation Plan. The Employer must identify the class or classes of Participants for whom contributions will be made and the contribution formula:

Class A Matching Contributions will be made on the following basis for Class A Participants:

Class A Participants are **(check one):**

☐ All Eligible Employees
☐ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**: _____

The Employer elects the following matching contribution formula for Class A Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to _____ **(insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will contribute _____% **(insert percentage)** of the dollar amount contributed to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $_____ **(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_____per weekly Payroll Period
$_____per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

_____

[Do not complete following section on Class B Matching Contributions if all Eligible Employees are included in Class A above].

Class B Matching Contributions will be made on the following basis for Class B Participants:

Class B Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:

_____.

The Employer elects the following matching contribution formula for Class B Participants **(check and complete "Percentage Match," "Flat Dollar Match," or "Other Formula" below):**

☐ **Percentage Match**: For each Payroll Period in which the Participant contributed to _____ **(insert plan name),** an eligible 457(b) Plan of the Employer, the Employer will contribute _____% **(insert percentage)** of the dollar amount contributed

to the 457(b) Plan. (For example, if an Employer elects a 50% match, then for every $10 the Participant contributes to an eligible 457(b) Plan, the Employer will contribute $5 to this Plan).

Cap on Percentage Match - The Employer may wish to establish a cap on its matching contributions, so that the percentage (%) match amount indicated above cannot exceed a certain amount per Payroll Period. The Employer hereby elects the following cap on its percentage matching contribution **(check and fill in $ or % of compensation limit to apply below, or check "no cap" below):**

☐ **Flat Dollar Cap:** In no event will Matching Contributions made on behalf of a Participant exceed a flat dollar amount equal to **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

[Note: If the Employer has more than one Payroll Period, you should indicate dollar cap that will apply with respect to each Payroll Period e.g., $100 per weekly Payroll Period, and $200 per bi-weekly Payroll Period].

☐ **Cap Equal to Percentage of Total Compensation:** In no event will Matching Contributions made on behalf of a Participant exceed _____% of the Participant's §457(e)(5) includable compensation (gross income from the Employer) per Payroll Period.

☐ **No Cap**

☐ **Flat Dollar Match:** For each Payroll Period in which the Participant contributed at least $_____ **(may be $1 to $25)** to an eligible 457(b) Plan of the Employer, the Participating Employer will contribute a flat dollar amount as shown below **(complete as applicable)**:

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☐ **Other Formula for Calculating Matching Contributions (must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415):**

[Skip to "Payroll Period" below if Employer is not going to make Non-Matching Contributions]

☒ **Non-Matching Contributions**

The Employer hereby elects to make contributions to the Plan without regard to a Participant's contribution to an eligible 457(b) plan(s). The Employer must identify the class or classes of Participants for whom these contributions will be made and the contribution formula:

Non-Matching Contributions shall be made on the following basis for Class C Participants:

Class C Participants are **(check one):**

☐ All Eligible Employees

☒ Other **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**: **City Manager in such position on or after February 24, 2022, provided such City Manager meets this Plan's eligibility requirements (see pp. AA-4 and 5 above).**

The Employer elects the following contribution formula for Class C Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $_____ or _____% of Compensation per Participant.

☒ **12.5**% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Payroll Period as shown below **(complete as applicable):**

$_____ per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____ per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☐ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: _____.

[Do not complete the following section on Class D Non-Matching Contributions if all Eligible Employees are included in Class C above].

Non-Matching Contributions shall be made on the following basis for Class D Participants:

Class D Participants are **(must specify; specific positions are permissible; must be Eligible Employees; specific individuals may not be named)**:
Assistant City Manager, Principal Planner, and Economic Development Coordinator in such position on or after February 24, 2022, and Clerk of Council in such position on or after November 19, 2026, provided such employees meet this Plan's eligibility requirements (see p. AA-4 above).

The Employer elects the following contribution formula for Class D Participants **(check one):**

☐ Year-End Contributions: A one-time Plan Year-end contribution of $_____ or _____% of Compensation per Participant.

☐ _____% of Compensation per Participant for each Payroll Period.

☐ A flat dollar amount per Pay Period as shown below **(complete as applicable):**

$_____per weekly Payroll Period
$_____ per bi-weekly Payroll Period
$_____per semi-monthly Payroll Period
$_____ per monthly Payroll Period

☒ Other Formula for Calculating Non-Matching Contributions **(must specify formula that complies with definitely determinable requirements of Treasury Regulations Section 1.401-1(b)(1)(i) and does not violate limits applicable to governmental plans under Code Sections 401(a)(17) and 415)**: **8.2% of Compensation per Payroll Period prior to July 18, 2022; 8.5% of Compensation per Payroll Period on or after July 18, 2022.**

For purposes of computing non-matching contributions, "Compensation" is defined in the Plan, subject to the limits imposed by Georgia Code Section 47-1-13(b) and Internal Revenue Code Section 401(a)(17), as adjusted for cost-of-living increases under Internal Revenue Code Section 401(a)(17)(B).

The Participating Employer must monitor contributions to the Plan on behalf of a Participant to this Plan and any other 401(a) plan maintained by the Participating Employer to confirm compliance with Internal Revenue Code Section 415 and Article 5 of the Basic Plan Document. To the extent an amendment to this Adoption Agreement is needed to satisfy the Internal

Revenue Code Section 415 limit that could not otherwise be provided for in the above Sections, please complete as applicable:

_____

_____

COMPENSATION

Compensation Paid After Severance From Employment -- A Participating Employer may elect to include certain post-severance payments in Compensation for purposes of computing contributions under the Plan, but only if these amounts are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes a Participant's severance from employment, and only if it is a payment that, absent a severance from employment, would have been paid to the Participant while the Participant continued in employment with the Participating Employer. The Participating Employer makes the following election with respect to including post-severance payments in Compensation (Note: if the following is not completed, no post-severance payments will be included in Compensation by default):

☐ No post-severance payments will be included in Compensation for purposes of computing contributions under the Plan (if this box is checked, skip to "Payroll Period" below).

☒ For purposes of calculating contributions under the Plan, the following post-severance payments will be included in Compensation, as long as: 1) they are paid no later than 2½ months after severance from employment or, if later, the end of the calendar year that includes the Participant's severance from employment; and 2) absent a severance from employment, they would have been paid to the Participant while the Participant continued in employment with the Participating Employer (check all that apply):

- ☒ regular compensation paid after severance from employment for services rendered prior to severance during the Participant's regular working hours
- ☐ compensation paid after severance from employment for services rendered prior to severance outside the Participant's regular work hours (such as overtime or shift differential), commissions, bonuses, or other similar payments
- ☐ post-severance payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued

☐ Other: _____

_____

VESTING FOR EMPLOYER CONTRIBUTIONS

A Participating Employer may establish a vesting schedule for Employer Contributions. This means that if the Participant leaves the Participating Employer's employment prior to completing a specified period of service (not to exceed 5 years), the Participant forfeits all or part of the Employer's Contributions. However, upon Death or Disability or the termination of the Plan, the Participant is 100% vested in the Participant's Employer Contributions, notwithstanding any vesting schedule. If a vesting schedule is established, it is the Employer's responsibility to calculate the Eligible Employee's service and report it to the Administrator. Unless otherwise specified below, for purposes of vesting, service means the number of years and complete months of service of a Participant as an Eligible Employee of the Employer and the Participant's service begins with the first day of employment as an Eligible Employee. The Employer hereby elects the following (check one):

☒ **Immediate Vesting**. No vesting schedule. Employer Contributions are 100% vested from the time credited to the Participant's Account **(if this option is elected, do not complete the rest of this section)**.

☐ **Cliff Vesting**. Employer Contributions are 100% vested after a Participant has been employed as an Eligible Employee for _____ years **(not to exceed 5 years)** (the "Vesting Period"). Matching contributions remain 0% vested until the Participant satisfies the full Vesting Period.

☐ **Graduated Vesting Schedule**. Employer Contributions are vested on the following graduated scale **(insert vesting % for each completed year of service as an Eligible Employee. Note: Maximum waiting period for 100% vesting may not exceed 5 years)**:

Completed Years of Service as Eligible Employee	Vested %
1 year	____%
2 years	____%
3 years	____%
4 years	____%
5 years	100 %

Complete the following items if Employer has elected Cliff Vesting or Graduated Vesting:

In determining the Participant's total years of service for vesting purposes, Eligible Employees who are employed on the date the Plan is adopted by the Employer **(check one)**: ☐ will be ☐ will not be given credit for prior service as an Eligible Employee.

In determining the Participant's total years of service for vesting purposes, different periods of employment as an Eligible Employee **(check one)**: ☐ will be added together ☐ will not be added together ☐ will be added together if the Participant is reemployed with the Employer before completing a period of separation of _____ years (not to exceed 5 years).

TREATMENT OF FORFEITURES

If a Participant separates from service, the Participant's non-vested Employer Contributions shall be forfeited as of the date of the Participant's Separation from Service. Amounts forfeited during a Plan Year shall be held unallocated until they are used to reduce or otherwise supplement Employer Contributions as of the earliest possible date such contributions are required to be made to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses; after which, any remaining forfeitures shall be allocated to Participants' Accounts. Forfeitures shall be used within the time period provided under the Basic Plan Document.

IN-SERVICE TRANSFERS FOR SERVICE CREDIT PURCHASE

A Participating Employer may elect whether to allow Participants to make in-service, trustee-to-trustee transfers from the vested portion of a Participant's Account to a Georgia Municipal Employees Benefit System ("GMEBS") defined benefit plan sponsored by the Participating Employer, in order to purchase service credit under the Participating Employer's GMEBS defined benefit plan. A transfer under this provision is not a distribution to the Participant, and the Participant will not have the right to receive the transferred amount directly, or to transfer to any plan other than the Participating Employer's GMEBS defined benefit plan. The Employer hereby elects the following (check one) (Note: if the following is not completed, in-service transfers for service credit purchase under the Participating Employer's GMEBS defined benefit plan, if applicable, will be permitted by default):

☐ **In-Service Transfers Permitted**. Participants are permitted to make in-service, trustee-to-trustee transfers for the purchase of service credit under the Participating Employer's GMEBS defined benefit plan.

☒ **In-Service Transfers Not Permitted**. Participants are not permitted to make in-service, trustee-to-trustee transfers.

MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If a Participating Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amended Adoption Agreement (and any Addendum, if applicable) and forward the amended Adoption Agreement (and any Addendum) to the Trustees for approval. The amended Adoption Agreement (and Addendum) is not effective until approved by the Trustees and other procedures required by the Plan have been implemented.

The Administrator will inform the Participating Employer of any amendments made by the Trustees to the Plan. If there are no future Employer Contributions (as in the case of a frozen plan), forfeitures shall be used for administrative expenses, and, if forfeitures remain, shall be allocated to Participants' accounts.

TERMINATION OF THE ADOPTION AGREEMENT

This Adoption Agreement (and any Addendum) may be terminated only in accordance with the Plan.

The Administrator will inform the Participating Employer of the discontinuance or abandonment of the Plan by the Trustees.

EXECUTION BY EMPLOYER

This Adoption Agreement (and any Addendum) may only be used in conjunction with the Georgia Municipal Association 401(a) Defined Contribution Plan Basic Plan Document approved by the Internal Revenue Service under an opinion letter R707854a dated August 31, 2026.

The failure to properly complete this Adoption Agreement (or any Addendum), or to operate and maintain the Plan and Trust in accordance with the terms of the completed Adoption Agreement (and any Addendum), Basic Plan Document and Trust, may result in disqualification of the Plan under the Code. Inquiries regarding the adoption of the Plan, the meaning of Plan provisions, or the effect of the IRS opinion letter should be directed to the Administrator. The Administrator is the Georgia Municipal Association, Inc., with its primary business offices located at: 201 Pryor Street, SW, Atlanta, Georgia 30303. The business telephone number is: (404) 688-0472. The primary person to contact is GMA General Counsel or Deputy Executive Director, Risk Management and Employee Benefits.

The foregoing Adoption Agreement is hereby adopted and approved on the _____ day of

_____, _____, by the Mayor and Council of the City of Port Wentworth.

Signed: _____

Printed Name: _____

Title: _____

Date of Signature: _____

TRUSTEES APPROVAL

The Adoption Agreement is approved by the Board of Trustees of the GMA Defined Contribution and Deferred Compensation Plan.

[Complete the following if the purpose of this Adoption Agreement is to establish a new defined contribution plan or to restate a preexisting defined contribution plan of the Participating Employer (other than a GMA 401(a) Defined Contribution Plan).]

Contributions shall first be remitted as follows:

☐ within 15 business days after the Payroll Period ending _____, _____.

☐ On the following prospective date **(specify a specific date)**: _____.

Dated: _____ By: _____

Title: _____
on behalf of the Board of Trustees

GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM

DEFINED BENEFIT RETIREMENT PLAN

AN ORDINANCE
and
ADOPTION AGREEMENT
for

City of Port Wentworth

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

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I. AN ORDINANCE

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

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

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

Ordinance continued on page 38

II. GMEBS DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

1. ADMINISTRATOR

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

2. ADOPTING EMPLOYER

Name: **City of Port Wentworth, Georgia**

3. GOVERNING AUTHORITY

Name: **Mayor and Council**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

4. PLAN REPRESENTATIVE

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

Name: **City Manager**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

5. PENSION COMMITTEE

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

Position:
Position:
Position:
Position:
Position:

Pension Committee Secretary: **Human Resources Director**
Address: **7224 GA Hwy 21, Port Wentworth, GA 31407-9667**
Phone: **(912) 964-4379**
Facsimile: **(912) 966-7429**

6. TYPE OF ADOPTION

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

☐ This is a new defined benefit plan adopted by the Adopting Employer for its Employees. This plan does not replace or restate an existing defined benefit plan.

☐ This is an amendment and restatement of the Adopting Employer's preexisting non-GMEBS defined benefit plan.

☒ This is an amendment and restatement of the Adoption Agreement previously adopted by the Employer, as follows **(check one or more as applicable):**

- ☒ To update the Plan to comply with the PATH Act, and other applicable federal laws and guidance under IRS Notice 2020-14 (the 2020 Cumulative List).

- ☒ To make the following amendments to the Adoption Agreement **(must specify below revisions made in this Adoption Agreement; all provisions must be completed in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **This is an amendment to (1) require the City Manager in such position on November 19, 2026, to participate in this Plan on and after such date, though he is a participant in the Employer's defined contribution plan ("DC Plan") (see Adoption Agreement, pp. 5, 8 and 9); (2) require the Clerk of Council in such position on November 19, 2026, to continue participating in this Plan on and after November 19, 2026, even if she participates in the DC Plan on or after such date (see Adoption Agreement, p. 5); (3) provide that participation in this Plan will be optional for City Managers and Clerks of Council initially employed in such position after November 19, 2026 (see Adoption Agreement, p. 8); (4) increase the Normal Retirement benefit formula for Eligible Regular Employees in Service on or after November 19, 2026, to 2.0% of Final Average Earnings times years of Credited Service (see**

Adoption Agreement, p. 22); (5) increase the Normal Retirement benefit formula for elected or appointed members of the Governing Authority in office on or after November 19, 2026, from $100.00 to $200.00 a month per year of Total Credited Service as an elected or appointed member of the Governing Authority (see Adoption Agreement, p. 24); and (6) treat prior full-time service as City Manager by the City Manager in such position on November 19, 2026, as Credited Past Service under the Plan for all purposes (see General Addendum, Section 4).

7. EFFECTIVE DATE

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

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

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

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

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

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

Except as otherwise specifically provided in the Basic Plan Document or in this Adoption Agreement, the effective date of this restatement shall be **November 19, 2026** **(insert effective date of this Adoption Agreement but not earlier than the first day of the**

current Plan Year in which the Plan is adopted (unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance)).

This Plan is adopted as an amendment and restatement of the Employer's preexisting GMEBS Adoption Agreement, which became effective on **February 20, 2025 (insert effective date of most recent Adoption Agreement preceding this Adoption Agreement)**.

The Employer's first Adoption Agreement became effective **January 1, 2003 (insert effective date of Employer's first GMEBS Adoption Agreement)**. The Employer's GMEBS Plan was originally effective **July 1, 1968 (insert effective date of Employer's original GMEBS Plan)**. (If the Employer's Plan was originally a non-GMEBS Plan, then the Employer's non-GMEBS Plan was originally effective _____ **(if applicable, insert effective date of Employer's original non-GMEBS Plan)**.)

8. PLAN YEAR

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

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

9. CLASSES OF ELIGIBLE EMPLOYEES

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

A. Eligible Regular Employees

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

☐ **ALL** - All Regular Employees, provided they satisfy the minimum hour and other requirements specified under "Eligibility Conditions" below.

☒ **ALL REGULAR EMPLOYEES EXCEPT for the following employees (must specify; specific positions are permissible; specific individuals may not be named): Any Employee who participates in the City's 401(a) defined contribution plan (DC Plan). In no event shall any Employee be entitled to participate in both this Plan and the City's defined contribution plan ("DC Plan"). Notwithstanding the foregoing, the**

City Manager and Clerk of Council in such positions on November 19, 2026, shall participate in this Plan even if said Participants participate in the City's DC Plan.

B. Elected or Appointed Members of the Governing Authority

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

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

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

☒ **ARE** eligible to participate in the Plan.

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date, or special waiting period provision): **Each elected or appointed member of the Governing Authority who holds an office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other elected or appointed member of the Governing Authority who holds an office subsequent to such date shall be qualified to participate in the Plan on the first day of the month immediately following or coinciding with the first date after November 1, 1983, that said member occupies any elective office of the Governing Authority. Notwithstanding the foregoing, effective January 1, 2015, elected or appointed members of the Governing Authority who initially hold an office of the Employer on or after such date shall be qualified to participate in the Plan as of the date they take office. (Participation became mandatory effective January 1, 2003. See Section 12 of this Adoption Agreement concerning mandatory participation in the Plan.).**

(2) Municipal Legal Officers (check one):

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

☒ **ARE** eligible to participate in the Plan. The term "Municipal Legal Officer" shall include only the following positions **(must specify - specific positions are permissible; specific individuals may not be named)**: **The chief legal officer or any associate legal officer of the City, and any municipal officer elected or appointed to preside over the court of the City, provided said officer is not an active participant in the retirement plan of any other GMEBS member as a Municipal Legal Officer.**

Please specify any limitations on eligibility to participate here (e.g., service on or after certain date) **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **Each Municipal Legal Officer who holds such office on November 1, 1983, shall be qualified to participate in the Plan on such date. Each other Municipal Legal Officer who holds an office subsequent to such date shall be qualified to**

apply for participation in the Plan on the first date after November 1, 1983, that said individual occupies the office of Municipal Legal Officer.

10. ELIGIBILITY CONDITIONS

A. Hours Per Week (Regular Employees)

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

- ☐ No minimum
- ☐ 20 hours/week (regularly scheduled)
- ☐ 30 hours/week (regularly scheduled)
- ☒ Other: **32 hours/week** (must not exceed 40 hours/week regularly scheduled)

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

Class(es) of Regular Employees to whom exception applies **(must specify - specific positions are permissible; specific individuals may not be named): Eligible Regular Employees employed prior to January 1, 2003, provided they do not become reemployed after such date.**

Minimum hour requirement applicable to excepted Regular Employees:

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

B. Months Per Year (Regular Employees)

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

- ☐ No minimum
- ☒ At least **5** months per year (regularly scheduled)

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

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

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

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

11. WAITING PERIOD

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

12. ESTABLISHING PARTICIPATION IN THE PLAN

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

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

☐ None (Participation is mandatory for all Eligible Employees except as provided in Section 4.03(e) of the Basic Plan Document).
☒ Participation is optional for the following Eligible Employees **(must specify - specific positions are permissible; specific individuals may not be named; all positions or classes specified must be Eligible Employees)**: **Participation in this Plan is optional for Employees initially employed into one of the following positions after February 1, 2006: City Manager and Assistant City Manager (effective on or after July 1, 2021; prior to July 1, 2021: City Administrator and Assistant City Administrator); Principal Planner; and Economic Development Coordinator. Participation in this Plan is also optional for the Clerk of Council initially employed in such position after November 19, 2026. Such Employees must irrevocably elect to participate in either this Plan or the City's defined contribution plan ("DC Plan") within 120 days of their initial employment date in such position on forms designated by the City for such purpose. If such an Employee fails to submit a completed election form within 120 days of the Employee's hire date, the Employee will be deemed to have irrevocably elected to participate in the DC Plan and not this Plan. This 120-day time limit shall apply notwithstanding any other time limit referred to in this Plan.**

Notwithstanding the foregoing, the City Manager in such position on November 19, 2026, is required to participate in this Plan on or after such date.

Participation is also optional for Municipal Legal Officers. To participate in this Plan, a Municipal Legal Officer must affirmatively and irrevocably elect to participate in this Plan on forms provided for such purpose within 120 days of their initial hire date. If a Municipal Legal Officer fails to submit a completed election form within 120 days of taking office or commencing employment, said Municipal Legal Officer will be deemed to have irrevocably elected not to participate in this Plan and will not be eligible to participate in any other retirement plan. This 120-day time limit shall apply notwithstanding any other time limit referred to in this Plan.

13. CREDITED SERVICE

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

A. Credited Past Service with Adopting Employer

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

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

☒ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service).

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except for Service rendered prior to _____ **(insert date)**.

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), except as follows **(must specify other limitation in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: _____.

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

(2) Previously Employed, Returning to Service after Original Effective Date. If an Eligible Employee is not employed on the original Effective Date of the Employer's GMEBS Plan, but returns to Service with the Adopting Employer sometime after the Effective Date, said

Eligible Employee's Service prior to becoming a Participant (including any Service prior the Effective Date) shall be treated as follows **(check one)**:

☐ All Service prior to the date the Eligible Employee becomes a Participant shall be credited (as Credited Past Service), subject to any limitations imposed above with respect to Eligible Employees employed on the Effective Date.

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

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

Other limitation(s) on Recognition of Credited Past Service **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: **In addition to the above limitations, Credited Past Service shall not include any tenure of office as an elected or appointed member of the Governing Authority or Municipal Legal Officer, unless the Participant was serving as an elected or appointed member of the Governing Authority, Municipal Legal Officer, or Eligible Regular Employee on November 1, 1983.**

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

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

B. Prior Military Service

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

(1) Credit for Prior Military Service.

The Adopting Employer may elect to treat military service rendered prior to a Participant's initial employment date or reemployment date as Credited Service under the Plan. Unless otherwise specified by the Employer under "Other Conditions" below, the term "Military Service" shall be as defined in the Basic Plan Document. Except as otherwise required by federal or state law or

under "Other Conditions" below, Military Service shall not include service which is credited under any other local, state, or federal retirement or pension plan.

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

☒ Prior Military Service is **not** creditable under the Plan **(if checked, skip to Section 13.C. – Prior Governmental Service)**.

☐ Prior Military Service shall be counted as Credited Service for the following purposes (check one or more as applicable):

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

(2) Maximum Credit for Prior Military Service.

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

(3) Rate of Accrual for Prior Military Service.

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

☐ One month of military service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of military service credit for every _____ year(s**) (insert number)** of Credited Service with the Adopting Employer.

☐ All military service shall be creditable (subject to any caps imposed above) after the Participant has completed _____ years **(insert number)** of Credited Service with the Employer.

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

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

☐ Participants shall **not** be required to pay for military service credit.

☐ Participants shall be required to pay for military service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit (as defined below).
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury**

Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)): _____.

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

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

C. Prior Governmental Service

Note: A Participant's prior service with other GMEBS employers shall be credited for purposes of satisfying the minimum service requirements for Vesting and eligibility for Retirement and pre-retirement death benefits as provided under Section 9.05 of the Basic Plan Document, relating to portability service. This Section 13(C) does not need to be completed in order for Participants to receive this portability service credit pursuant to Section 9.05 of the Basic Plan Document.

(1) Credit for Prior Governmental Service.

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

☒ Prior governmental service is **not** creditable under the Plan **(if checked, skip to Section 13.D. – Unused Sick/Vacation Leave)**.

☐ Prior governmental service shall be counted as Credited Service for the following purposes under the Plan **(check one or more as applicable)**:

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

(2) Definition of Prior Governmental Service.

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

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

(3) Maximum Credit for Prior Governmental Service.

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

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

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

☐ One month of prior governmental service credit for every _____ month(s) **(insert number)** of Credited Service with the Adopting Employer.

☐ One year of prior governmental service credit for every _____ year(s) **(insert number)** of Credited Service with the Adopting Employer.

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

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

(5) Payment for Prior Governmental Service Credit.

☐ Participants shall **not** be required to pay for governmental service credit.

☐ Participants shall be required to pay for governmental service credit as follows:

☐ The Participant must pay ____% of the actuarial cost of the service credit.
☐ The Participant must pay an amount equal to **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i))**: ___**_____**.

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

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

(1) Credit for Unused Paid Time Off.

Subject to the limitations in Section 3.01 of the Basic Plan Document, an Adopting Employer may elect to treat accumulated days of unused paid time off for a terminated Participant, for which the Participant is not paid, as Credited Service. The only type of leave permitted to be credited under this provision is leave from a paid time off plan which qualifies as a bona fide sick and vacation leave plan (which may include sick, vacation or personal leave) and which the

Participant may take as paid leave without regard to whether the leave is due to illness or incapacity. The Credited Service resulting from the conversion of unused paid time off must not be the only Credited Service applied toward the accrual of a normal retirement benefit under the Plan. The Pension Committee shall be responsible to certify to GMEBS the total amount of unused paid time off that is creditable hereunder.

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

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

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

☐ The following types of unused paid time off for which the Participant is not paid shall be treated as Credited Service under the Plan **(check one or more as applicable)**:

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

(2) Minimum Service Requirement.

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

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

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

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

(4) Maximum Credit for Unused Paid Time Off.

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

(5) Computation of Unused Paid Time Off.

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

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

14. RETIREMENT ELIGIBILITY

A. Early Retirement Qualifications

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

☒ Attainment of age **55 (insert number)**

☒ Completion of **10** years **(insert number)** of Total Credited Service

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

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

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

☐ Attainment of age _____ **(insert number)**

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

B. Normal Retirement Qualifications

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

(1) Regular Employees

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

☒ Attainment of age **65 (insert number)**

☒ Completion of **5** years **(insert number)** of Total Credited Service

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

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

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

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

☐ Attainment of age _____ **(insert number)**

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

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

(2) Elected or Appointed Members of Governing Authority

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

☒ Attainment of age **65 (insert number)**

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

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

Exceptions: If different normal retirement qualifications apply to particular elected or appointed members of the Governing Authority or Municipal Legal Officers, the Employer must specify below to whom the different requirements apply and indicate below the requirements applicable to them.

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

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

☐ Attainment of age _____ **(insert number)**

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

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

C. Alternative Normal Retirement Qualifications

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

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

(1) ☐ Not applicable (the Adopting Employer does not offer alternative normal retirement benefits under the Plan).

(2) ☒ **Alternative Minimum Age & Service Qualifications (if checked, please complete one or more items below, as applicable):**

☒ Attainment of age **55 (insert number)**

☒ Completion of **25** years **(insert number)** of Total Credited Service

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

This alternative normal retirement benefit is available to:

☒ All Participants who qualify.

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

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

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

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

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

☐ Must have attained at least age _____ **(insert number)**

☐ Must not satisfy any minimum age requirement

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All Participants who qualify.

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

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

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

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

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

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

This alternative normal retirement benefit is available to:

☐ All public safety employee Participants who qualify.

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

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

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

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

D. Disability Benefit Qualifications

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

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

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

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

15. RETIREMENT BENEFIT COMPUTATION

A. Maximum Total Credited Service

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

☒ not limited.

☐ limited to _____ years for all Participants.

☐ limited to _____ years for the following classes of Eligible Regular Employees:

☐ All Eligible Regular Employees.

☐ Only the following Eligible Regular Employees: _____.

☐ limited to _____ years as an elected or appointed member of the Governing Authority.

☐ limited to _____ years as a Municipal Legal Officer.

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

B. Monthly Normal Retirement Benefit Amount

(1) Regular Employee Formula

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

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

This formula applies to:

☒ All Participants who are Regular Employees.

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

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

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

This formula applies to:

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

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

This formula applies to:

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

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

(2) <u>Covered Compensation (complete only if Split Formula(s) is checked above):</u>

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

☐ (a) **A.I.M.E. Covered Compensation** as defined in Section 2.18 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

☐ All Participants who are Regular Employees.

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

☐ (b) **Dynamic Break Point** Covered Compensation as defined in Section 2.19 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

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

☐ (c) **Table Break Point** Covered Compensation as defined in Section 2.20 of the Basic Plan Document. This definition of Covered Compensation shall apply to **(check one)**:

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

☐ (d) **Covered Compensation** shall mean a Participant's annual Earnings that do not exceed $_____ **(specify amount)**. This definition shall apply to **(check one)**:

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

(3) Final Average Earnings

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

This definition of Final Average Earnings applies to:

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

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

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

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

☐ Not applicable (elected or appointed members of the Governing Authority or Municipal Legal Officers are not permitted to participate in the Plan).

☒ $**200.00** **(insert dollar amount)** per month for each year of Total Credited Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer (service of at least 6 months and 1 day is treated as a year of Total Credited Service; provided, however, than an elected or appointed member of the Governing Authority or Municipal Legal Officer may accrue a maximum of one year of Total Credited Service for every 12-month period of Service as an elected or appointed member of the Governing Authority or Municipal Legal Officer).

This formula applies to:

☒ All elected or appointed members of the Governing Authority or Municipal Legal Officers eligible to participate.

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

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

C. Monthly Early Retirement Benefit Amount

Check and complete one or more as applicable:

☐ (1) **Standard Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced on an Actuarially Equivalent basis in accordance with Section 12.01 of the Basic Plan Document to account for early commencement of benefits. This provision shall apply to:

☐ All Participants.

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

☒ (2) **Alternative Early Retirement Reduction Table**. The monthly Early Retirement benefit shall be computed in the same manner as the monthly Normal Retirement benefit, but the benefit shall be reduced to account for early commencement of benefits based on the following table. This table shall apply to:

☒ All Participants.

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

Alternative Early Retirement Reduction Table

Number of Years Before Age 65 (check as applicable)	Percentage of Normal Retirement Benefit* (complete as applicable)
☒ 0	1.000
☒ 1	0.975
☒ 2	0.950
☒ 3	0.925
☒ 4	0.900
☒ 5	0.875
☒ 6	0.850
☒ 7	0.825
☒ 8	0.800
☒ 9	0.775
☒ 10	0.750
☐ 11	0.___
☐ 12	0.___
☐ 13	0.___
☐ 14	0.___
☐ 15	0.___

*Interpolate for whole months

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

☒ (1) The monthly Late Retirement benefit shall be computed in the same manner as the Normal Retirement Benefit, based upon the Participant's Accrued Benefit as of the Participant's Late Retirement Date.

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

E. Monthly Disability Benefit Amount

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

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

☐ Not applicable (the Adopting Employer does not offer disability retirement benefits under the Plan).

☐ No minimum is established.

☒ No less than **(check one):** ☒ 20% ☐ 10% ☐ ____% **(if other than 20% or 10% insert percentage amount)** of the Participant's average monthly Earnings for the 12 calendar month period (excluding any period of unpaid leave of absence) immediately preceding the Participant's Termination of Employment as a result of a Disability. (Unless otherwise specified in an Addendum to the Adoption Agreement, no minimum will apply to elected or appointed members of the Governing Authority or Municipal Legal Officers.)

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

F. Minimum/Maximum Benefit For Elected Officials

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

☐ Not applicable (elected or appointed members of the Governing Authority do not participate in the Plan).

☒ No minimum or maximum applies.

☐ Monthly benefit for Service as an elected or appointed member of the Governing Authority may not exceed 100% of the Participant's final salary as an elected or appointed member of the Governing Authority.

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

G. Multiple Plans

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

_____

_____

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

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

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

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

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

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

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

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

(b) ☐ The Participant's Early Retirement benefit shall be suspended in accordance with Section 6.06(a)(1) of the Basic Plan Document. However, the Participant may begin receiving benefits after satisfying the qualifications for Normal Retirement or Alternative Normal Retirement, as applicable, and after satisfying the minimum age parameters of Section 6.06(a)(3) of the Basic Plan Document, in accordance with Section 6.06(b)(2)(B)(i) of the Basic Plan Document.

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

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

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

B. Cost Of Living Adjustment

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

☐ (1) No cost-of-living adjustment.

☒ (2) Variable Annual cost-of-living adjustment not to exceed **5**% **(insert percentage)**.

☐ (3) Fixed annual cost-of-living adjustment equal to _____% **(insert percentage)**.

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

☐ All Participants (and their Beneficiaries).

☒ Participants (and their Beneficiaries) who terminate employment on or after **August 1, 1981 (insert date)**.

☐ Other **(must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)); specific positions are permissible; specific individuals may not be named)**: _____.

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

17. TERMINATION OF EMPLOYMENT BEFORE RETIREMENT; VESTING

A. Eligible Regular Employees

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

☐ **No vesting schedule (immediate vesting)**.

☒ **Cliff Vesting Schedule**. Benefits shall be 100% vested after the Participant has a minimum of **5** years **(insert number not to exceed 10)** of Total Credited Service. Benefits remain 0% vested until the Participant satisfies this minimum.

☐ **Graduated Vesting Schedule**. Benefits shall become vested in accordance with the following schedule **(insert percentages)**:

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

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

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

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

B. Elected or Appointed Members of the Governing Authority

Subject to the terms and conditions of the Basic Plan Document, a Participant who is an elected or appointed member of the Governing Authority or a Municipal Legal Officer shall earn a vested right in the Participant's accrued retirement benefit for Credited Service in such capacity in accordance with the following schedule **(check one)**:

☐ Not applicable (elected or appointed members of the Governing Authority are not permitted to participate in the Plan).

☒ No vesting schedule (immediate vesting).

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

18. PRE-RETIREMENT DEATH BENEFITS

A. In-Service Death Benefit

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

(1) ☐ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant, had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document. In order to be eligible for this benefit, a Participant must meet the following requirements **(check one)**:

☐ The Participant must be vested in a normal retirement benefit.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

☐ The Participant must be eligible for Early or Normal Retirement.

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

(2) ☒ **Actuarial Reserve Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, actuarially equivalent to the reserve required for the Participant's anticipated Normal Retirement benefit, provided the Participant meets the following eligibility conditions **(check one)**:

☒ The Participant shall be eligible upon satisfying the eligibility requirements of Section 8.02(c) of the Basic Plan Document.

☐ The Participant must have _____ years **(insert number)** of Total Credited Service.

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

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

☐ Total Credited Service accrued prior to the date of the Participant's death.

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

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

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

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

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

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

B. Terminated Vested Death Benefit

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

☒ **Auto A Death Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary, equal to the decreased monthly retirement benefit that would have otherwise been payable to the Participant had the Participant elected a 100% joint and survivor benefit under Section 7.03 of the Basic Plan Document.

☐ **Accrued Retirement Benefit**. A monthly benefit payable to the Participant's Pre-Retirement Beneficiary which shall be actuarially equivalent to the Participant's Accrued Normal Retirement Benefit determined as of the date of death.

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

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

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

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

19. EMPLOYEE CONTRIBUTIONS

(1) Employee contributions (check one):

☒ Are not required.

☐ Are required in the amount of _____ % **(insert percentage)** of Earnings for all Participants.

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

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

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

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

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

☐ Not to pick up Employee Contributions.

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

☐ Interest shall not be paid.

☐ Interest shall be paid on a refund of Employee Contributions at a rate established by GMEBS from time to time.

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

20. MODIFICATION OF THE TERMS OF THE ADOPTION AGREEMENT

If an Adopting Employer desires to amend any of its elections contained in this Adoption Agreement (or any Addendum), the Governing Authority by official action must adopt an amendment of the Adoption Agreement (or any Addendum) or a new Adoption Agreement (or Addendum) must be adopted and forwarded to the Board for approval. The amendment of the new Adoption Agreement (or Addendum) is not effective until approved by the Board and other procedures required by the Plan have been implemented.

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

21. TERMINATION OF THE ADOPTION AGREEMENT

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

22. EMPLOYER ADOPTION AND AUTHORIZATION FOR AMENDMENTS

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

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

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

(2) The Basic Defined Benefit Plan Document and Trust Agreement;

(3) This Ordinance and Adoption Agreement (and any Addendum); and

(4) The rules and regulations of the Board.

In the event that any section, subsection, sentence, clause or phrase of this Plan shall be declared or adjudged invalid or unconstitutional, such adjudication shall in no manner affect the previously existing provisions or the other section or sections, subsections, sentences, clauses or phrases of this Plan, which shall remain in full force and effect, as if the section, subsection, sentence, clause or phrase so declared or adjudicated invalid or unconstitutional were not originally a part hereof. The Governing Authority hereby declares that it would have passed the remaining parts of this Plan or retained the previously existing provisions if it had known that such part or parts hereof would be declared or adjudicated invalid or unconstitutional.

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

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

> On and after February 17, 2005, the Board delegates to the Provider the authority to advise and prepare amendments to the Plan, for approval by the Board, on behalf of all Adopting Employers, including those Adopting Employers who have adopted the Plan prior to the January 1, 2013, restatement of the Plan, for changes in the Code, the regulations thereunder, revenue rulings, other statements published by Internal Revenue Service, including model, sample, or

other required good faith amendments (but only if their adoption will not cause such Plan to be individually designed), and for corrections of prior approved plans. These amendments shall be applied to all Adopting Employers. Employer notice and signature requirements have been met for all Adopting Employers before the effective date of February 17, 2005. In any event, any amendment prepared by the Practitioner and approved by the Board will be provided by the Administrator to Adopting Employers.

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

- the date the Internal Revenue Service requires the Adopting Employer to file Form 5300 as an individually designed plan as a result of an amendment by the Adopting Employer to incorporate a type of Plan not allowable in a pre-approved plan as described in Revenue Procedure 2017-41; or

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

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

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

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

AN ORDINANCE (continued from page 1)

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

Section 3. The effective date of this Ordinance shall be November 19, 2026 **(not earlier than the first day of the current Plan Year in which the Plan is adopted, unless a retroactive corrective amendment is permitted under EPCRS, Rev. Proc. 2021-30 (or subsequent updated guidance))**.

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

Approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20_____.

Attest: CITY OF PORT WENTWORTH, GEORGIA

_____ _____

City Clerk Mayor

(SEAL)

Approved:

_____

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

GENERAL ADDENDUM TO THE GEORGIA MUNICIPAL EMPLOYEES BENEFIT SYSTEM DEFINED BENEFIT RETIREMENT PLAN ADOPTION AGREEMENT

This is an Addendum to the Adoption Agreement completed by the City of Port Wentworth, as follows (complete one or more sections, as applicable):

***** Items (1) through (3) of Pre-approved Addendum – Not Applicable *****

(4) Credited Past Service under the Plan for specified classes of employees (see Section 13 of Adoption Agreement regarding Credited Past Service):

Notwithstanding any provision to the contrary, the City Manager employed in such position on November 19, 2026, is required to participate in this Plan with respect to Service on or after such date. Additionally, said City Manager's full-time service with the Employer as City Manager prior to November 19, 2026, will count as Credited Past Service for all purposes under the Plan (e.g., satisfying the minimum requirements for benefit eligibility and Vesting, and computing benefits under the Plan).

***** Items (5) through (15) of Pre-approved Addendum – Not Applicable *****

(16) Other (May include, but shall not be limited to, provisions relating to Basic Plan Document Sections 6.03, 6.06, 8.04, 8.06, 8.08, 8.09, 8.10, 8.12, 9.01, and 9.02) (must specify in a manner that satisfies the definite written program requirement of Treasury Regulation 1.401-1(a)(2) and the definitely determinable requirement of Treasury Regulation 1.401-1(b)(1)(i)):

(a) Joint and Survivor Benefit. Participants who terminate on or after April 1, 1985, who elect a joint and survivor benefit under the Plan, and who designate their Spouse as their Post-Retirement Beneficiary shall receive an unreduced retirement benefit. However, the Spouse's survivor benefit may be reduced depending upon the age difference between the Participant and the Spouse, in accordance with and subject to the amendment to the Plan which became effective April 1, 1985, the terms of which are incorporated herein by reference.

The terms of the foregoing Addendum to the Adoption Agreement are approved by the Mayor and Council of the City of Port Wentworth, Georgia this _____ day of _____, 20____.

Attest: **CITY OF PORT WENTWORTH**

_____ **_____**

City Clerk **Mayor**

(SEAL)

Approved:

_____

City Attorney

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

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

Board of Trustees
Georgia Municipal Employees
Benefit System

(SEAL)

_____

Secretary

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/23/26
Department: Development Services
Category: Ordinance
Prepared By: Katie Dunnigan
Department Head: Katie Dunnigan

AGENDA ITEM (ID)

DOC ID:

Consideration of the First Reading of a Zoning Map Amendment Application, submitted by Phillip R. McCorkle as Agent for SPH 21, LLC, requesting to rezone 5.9 acres from R-5 to C-2, to allow for future commercial development. PIN #s 70975A 01028 and 70975A 01029, located in the 1st Council District, on Highway 21.

- **PUBLIC HEARING**

Issue/Item: Consideration of the First Reading of a Zoning Map Amendment Application, submitted by Phillip R. McCorkle as Agent for SPH 21, LLC, requesting to rezone 5.9 acres from R-5 to C-2, to allow for future commercial development. PIN #s 70975A 01028 and 70975A 01029, located in the 1st Council District, on Highway 21.

- **PUBLIC HEARING**

Background:

- The applicant requests C-2 zoning for the future commercial development.
- Proposed uses for the rezoned parcels are a City Fire Station and adjacent commercial development.
- These properties were previously rezoned to R-5 during the June 20, 2024 City Council meeting, as part of a rezoning the allow for the development of NOVO Wentworth, currently under construction.
- At the time of the R-5 rezoning, the applicant stated future intent to rezone property remaining from the multi-family development to zoning districts appropriate for a Fire Station and commercial use.
- Surrounding zoning is R-5 to the north west, R-1 to the south, Highway 21 is adjacent to the east.

Facts and Finding:

- The parcels have frontage on an arterial road (Hwy 21).
- The Future Land Use map identifies these parcels as being located within a commercial corridor. The proposed Fire Station location is identified as Civic/Institutional.
- Approval of this rezoning would represent a shift of approximately .06% of land use from R-4 to C-2.
- At the November 2, 2026 meeting, the Planning Commission voted to recommend approval of this item.

Funding: N/A

Recommendation:

APPLICATION TO AMEND THE ZONING MAP OF PORT WENTWORTH, GEORGIA

Applicant: Phillip R. McCorkle Phone # [redacted]

Mailing Address: [redacted]

Property Owner: SPH 21, LLC Phone # [redacted]

Use back if more than one owner

Owner Address: [redacted]

PIN #('s): 7-0975A-01-029 and 7-0975A-01-028 # of Acres 5.903

Zoning Classification: Present R-1 Requested C-2

Use of Property: Present Vacant Requested Retail & Fire Station

X If the requested change is to extend an existing adjacent zoning district to include this property, explain below why the proposed change should be made.

_____ If the requested change is not to extend an adjacent zoning district, explain below why this property should be placed in a different zoning district than all adjoining properties. (How does it differ from adjoining properties and why should it be subject to different restrictions than those applying to adjoining properties?)

The four acres (lot 7-0795A-01-029) with frontage on Highway 21 is an ideal retail location. The 1.903 acre lot (7-0975A-01-028) is intended for a Port Wentworth fire station.

Attach the following documents:

1. Written legal description of the property (e.g. copy of deed) – full metes and bounds description rather than plat reference.
2. Name, PIN #, property address and mailing address of property owners withing 300 feet of this property.
3. Plat showing property lines with lengths and bearings, adjoining streets, locations of existing buildings, north arrow and scale. Submit three (3) copies of in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
4. Site Plan of proposed use of property. Submit three (3) copies in 11" x 17", one 1 copy in 8.5" x 11", and a PDF on a flash drive.
5. Disclosure of Campaign Contributions and Gifts form.
6. Disclosure of Financial Interests form
7. If property owner and applicant are not the same, Authorization by Property Owner form or Authorizations of Attorney form.
8. Filing fee of **Zoning Map Amendment Fee + per acre + Administrative Fee = Total**, payable to the City of Port Wentworth. ***(Please refer to the Business User Fee Schedule for the current year)***

APPLICATION MUST BE FILED 20 BUSINESS DAYS PRIOR TO THE PLANNING COMMISSION MEETING AT WHICH THEY ARE TO BE CONSIDERED.

I hereby authorize the staff of the City of Port Wentworth to inspect the premises of the above described property and to post this property with the duly required notices. I hereby depose and say that all statements herein and attached statements submitted are true and correct to the best of my knowledge and belief.

Sworn to and subscribed before me this 10th day of September, 2024

Signature of Applicant

Notary Public

LAUREN JOHNSON NOTARY PUBLIC EXPIRES GEORGIA 06/01/2029 CAMDEN COUNTY

V 07.15.24

AUTHORIZATION OF PROPERTY OWNER

Application for Rezoning or Variance

I swear that I am the owner of the property which is the subject matter of the attached application, as is shown in the records of Port Wentworth, Georgia.

I authorize the person named below to act as applicant in the pursuit of a variance or for the rezoning of this property.

Name of Applicant: Phillip R. McCorkle

Address: 319 Tatnall Street, Savannah, Georgia 31401

Telephone Number: (912) 232-7416

SPH ~~Placements~~ 21, LLC

By: _____
Signature of Owner

Its: Manager

Personally appeared before me

_____

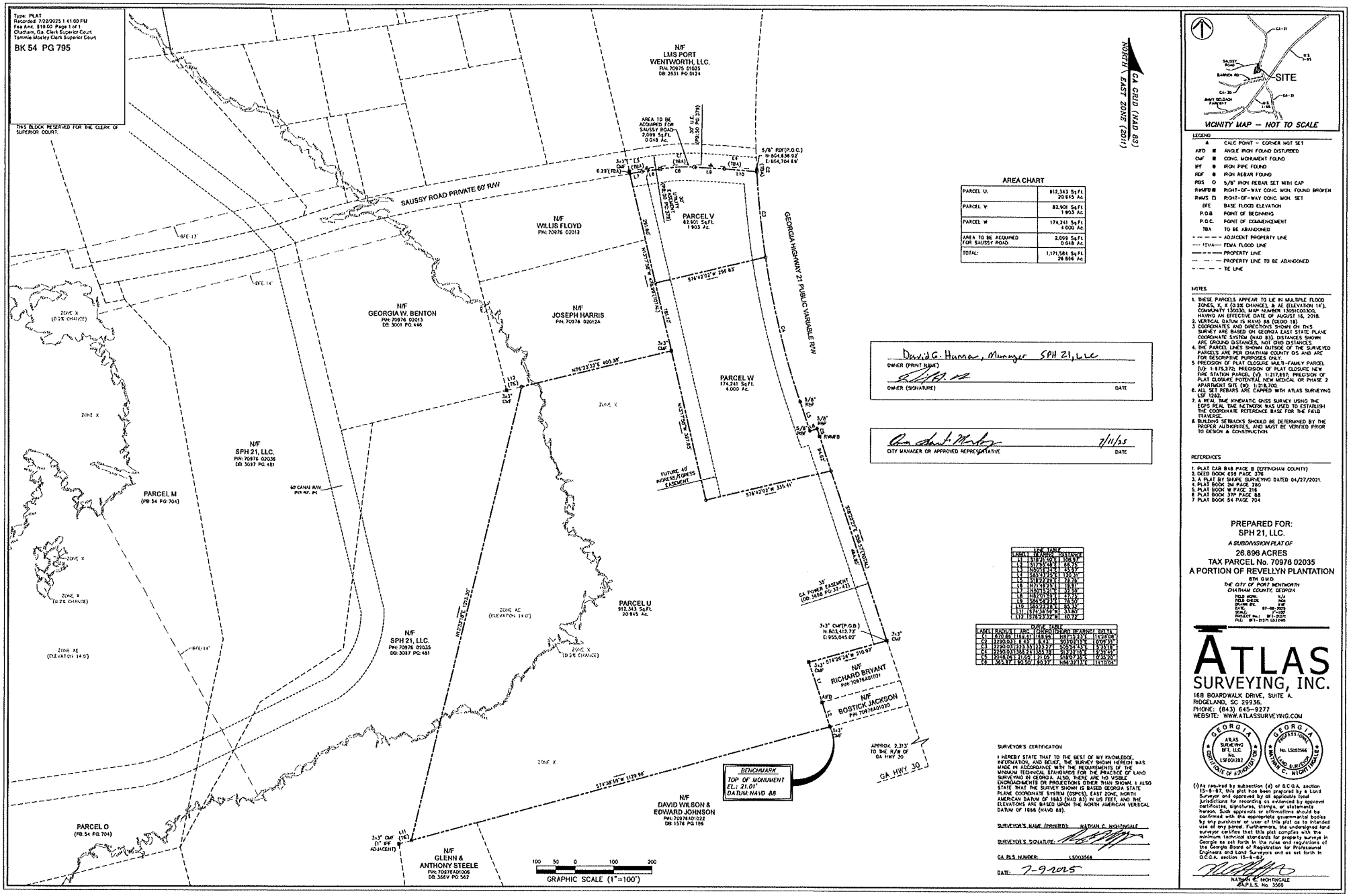
who swears that the information contained in this authorization is true and correct to the best of his or her knowledge and belief.

_____
Notary Public

September 10, 2026
Date

LAUREN JOHNSON NOTARY EXPIRES GEORGIA 06 01/2029 PUBLIC CAMDEN COUNTY

Updated 8/25/2023



AREA CHART	
PARCEL U:	812,343 Sq.Ft. 20.845 Ac.
PARCEL V:	82,901 Sq.Ft. 1.903 Ac.
PARCEL W:	174,241 Sq.Ft. 4.000 Ac.
AREA TO BE ACQUIRED FOR SAUSSY ROAD:	2,099 Sq.Ft. 0.048 Ac.
TOTAL:	1,171,584 Sq.Ft. 26.896 Ac.

David G. Hunnar, Manager SPH 21, LLC
OWNER (PRINT NAME)
OWNER (SIGNATURE) DATE

CITY MANAGER OR APPROVED REPRESENTATIVE 7/11/25 DATE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S17°21'04"E	108.97'
L2	S17°55'41"E	66.75'
L3	N80°41'44"E	45.53'
L4	S45°37'25"E	100.31'
L5	S17°22'24"E	77.78'
L6	N71°49'52"E	18.81'
L7	S89°31'34"E	73.55'
L8	N81°51'41"E	97.75'
L9	S66°54'41"E	68.90'
L10	S85°37'26"E	84.33'
L11	S74°35'59"W	33.80'
L12	S78°23'32"E	50.72'

CURVE TABLE					
CURVE	RADIUS	ARC	CHORD	CHORD BEARING	DELTA
C1	870.86'	118.80'	118.89'	N87°13'33"E	11°28'08"
C2	2196.00'	14.81'	14.81'	S01°01'13"E	0°09'33"
C3	1196.00'	133.33'	133.26'	S04°54'43"E	6°23'19"
C4	1196.00'	148.24'	148.14'	S12°23'18"E	7°06'16"
C5	1196.00'	97.62'	97.59'	S17°07'34"E	4°40'56"
C6	1196.00'	20.00'	20.00'	S19°57'42"E	0°57'30"
C7	1196.00'	20.00'	20.00'	S20°55'12"E	0°57'30"
C8	1196.00'	20.00'	20.00'	S21°52'42"E	0°57'30"
C9	1196.00'	20.00'	20.00'	S22°50'12"E	0°57'30"
C10	1196.00'	20.00'	20.00'	S23°47'42"E	0°57'30"
C11	1196.00'	20.00'	20.00'	S24°45'12"E	0°57'30"
C12	1196.00'	20.00'	20.00'	S25°42'42"E	0°57'30"
C13	1196.00'	20.00'	20.00'	S26°40'12"E	0°57'30"
C14	1196.00'	20.00'	20.00'	S27°37'42"E	0°57'30"
C15	1196.00'	20.00'	20.00'	S28°35'12"E	0°57'30"
C16	1196.00'	20.00'	20.00'	S29°32'42"E	0°57'30"
C17	1196.00'	20.00'	20.00'	S30°30'12"E	0°57'30"
C18	1196.00'	20.00'	20.00'	S31°27'42"E	0°57'30"
C19	1196.00'	20.00'	20.00'	S32°25'12"E	0°57'30"
C20	1196.00'	20.00'	20.00'	S33°22'42"E	0°57'30"
C21	1196.00'	20.00'	20.00'	S34°20'12"E	0°57'30"
C22	1196.00'	20.00'	20.00'	S35°17'42"E	0°57'30"
C23	1196.00'	20.00'	20.00'	S36°15'12"E	0°57'30"
C24	1196.00'	20.00'	20.00'	S37°12'42"E	0°57'30"
C25	1196.00'	20.00'	20.00'	S38°10'12"E	0°57'30"
C26	1196.00'	20.00'	20.00'	S39°07'42"E	0°57'30"
C27	1196.00'	20.00'	20.00'	S40°05'12"E	0°57'30"
C28	1196.00'	20.00'	20.00'	S41°02'42"E	0°57'30"
C29	1196.00'	20.00'	20.00'	S42°00'12"E	0°57'30"
C30	1196.00'	20.00'	20.00'	S42°57'42"E	0°57'30"
C31	1196.00'	20.00'	20.00'	S43°55'12"E	0°57'30"
C32	1196.00'	20.00'	20.00'	S44°52'42"E	0°57'30"
C33	1196.00'	20.00'	20.00'	S45°50'12"E	0°57'30"
C34	1196.00'	20.00'	20.00'	S46°47'42"E	0°57'30"
C35	1196.00'	20.00'	20.00'	S47°45'12"E	0°57'30"
C36	1196.00'	20.00'	20.00'	S48°42'42"E	0°57'30"
C37	1196.00'	20.00'	20.00'	S49°40'12"E	0°57'30"
C38	1196.00'	20.00'	20.00'	S50°37'42"E	0°57'30"
C39	1196.00'	20.00'	20.00'	S51°35'12"E	0°57'30"
C40	1196.00'	20.00'	20.00'	S52°32'42"E	0°57'30"
C41	1196.00'	20.00'	20.00'	S53°30'12"E	0°57'30"
C42	1196.00'	20.00'	20.00'	S54°27'42"E	0°57'30"
C43	1196.00'	20.00'	20.00'	S55°25'12"E	0°57'30"
C44	1196.00'	20.00'	20.00'	S56°22'42"E	0°57'30"
C45	1196.00'	20.00'	20.00'	S57°20'12"E	0°57'30"
C46	1196.00'	20.00'	20.00'	S58°17'42"E	0°57'30"
C47	1196.00'	20.00'	20.00'	S59°15'12"E	0°57'30"
C48	1196.00'	20.00'	20.00'	S60°12'42"E	0°57'30"
C49	1196.00'	20.00'	20.00'	S61°10'12"E	0°57'30"
C50	1196.00'	20.00'	20.00'	S62°07'42"E	0°57'30"
C51	1196.00'	20.00'	20.00'	S63°05'12"E	0°57'30"
C52	1196.00'	20.00'	20.00'	S64°02'42"E	0°57'30"
C53	1196.00'	20.00'	20.00'	S65°00'12"E	0°57'30"
C54	1196.00'	20.00'	20.00'	S65°57'42"E	0°57'30"
C55	1196.00'	20.00'	20.00'	S66°55'12"E	0°57'30"
C56	1196.00'	20.00'	20.00'	S67°52'42"E	0°57'30"
C57	1196.00'	20.00'	20.00'	S68°50'12"E	0°57'30"
C58	1196.00'	20.00'	20.00'	S69°47'42"E	0°57'30"
C59	1196.00'	20.00'	20.00'	S70°45'12"E	0°57'30"
C60	1196.00'	20.00'	20.00'	S71°42'42"E	0°57'30"
C61	1196.00'	20.00'	20.00'	S72°40'12"E	0°57'30"
C62	1196.00'	20.00'	20.00'	S73°37'42"E	0°57'30"
C63	1196.00'	20.00'	20.00'	S74°35'12"E	0°57'30"
C64	1196.00'	20.00'	20.00'	S75°32'42"E	0°57'30"
C65	1196.00'	20.00'	20.00'	S76°30'12"E	0°57'30"
C66	1196.00'	20.00'	20.00'	S77°27'42"E	0°57'30"
C67	1196.00'	20.00'	20.00'	S78°25'12"E	0°57'30"
C68	1196.00'	20.00'	20.00'	S79°22'42"E	0°57'30"
C69	1196.00'	20.00'	20.00'	S80°20'12"E	0°57'30"
C70	1196.00'	20.00'	20.00'	S81°17'42"E	0°57'30"
C71	1196.00'	20.00'	20.00'	S82°15'12"E	0°57'30"
C72	1196.00'	20.00'	20.00'	S83°12'42"E	0°57'30"
C73	1196.00'	20.00'	20.00'	S84°10'12"E	0°57'30"
C74	1196.00'	20.00'	20.00'	S85°07'42"E	0°57'30"
C75	1196.00'	20.00'	20.00'	S86°05'12"E	0°57'30"
C76	1196.00'	20.00'	20.00'	S87°02'42"E	0°57'30"
C77	1196.00'	20.00'	20.00'	S88°00'12"E	0°57'30"
C78	1196.00'	20.00'	20.00'	S88°57'42"E	0°57'30"
C79	1196.00'	20.00'	20.00'	S89°55'12"E	0°57'30"
C80	1196.00'	20.00'	20.00'	S90°52'42"E	0°57'30"
C81	1196.00'	20.00'	20.00'	S91°50'12"E	0°57'30"
C82	1196.00'	20.00'	20.00'	S92°47'42"E	0°57'30"
C83	1196.00'	20.00'	20.00'	S93°45'12"E	0°57'30"
C84	1196.00'	20.00'	20.00'	S94°42'42"E	0°57'30"
C85	1196.00'	20.00'	20.00'	S95°40'12"E	0°57'30"
C86	1196.00'	20.00'	20.00'	S96°37'42"E	0°57'30"
C87	1196.00'	20.00'	20.00'	S97°35'12"E	0°57'30"
C88	1196.00'	20.00'	20.00'	S98°32'42"E	0°57'30"
C89	1196.00'	20.00'	20.00'	S99°30'12"E	0°57'30"
C90	1196.00'	20.00'	20.00'	S100°27'42"E	0°57'30"
C91	1196.00'	20.00'	20.00'	S101°25'12"E	0°57'30"
C92	1196.00'	20.00'	20.00'	S102°22'42"E	0°57'30"
C93	1196.00'	20.00'	20.00'	S103°20'12"E	0°57'30"
C94	1196.00'	20.00'	20.00'	S104°17'42"E	0°57'30"
C95	1196.00'	20.00'	20.00'	S105°15'12"E	0°57'30"
C96	1196.00'	20.00'	20.00'	S106°12'42"E	0°57'30"
C97	1196.00'	20.00'	20.00'	S107°10'12"E	0°57'30"
C98	1196.00'	20.00'	20.00'	S108°07'42"E	0°57'30"
C99	1196.00'	20.00'	20.00'	S109°05'12"E	0°57'30"
C100	1196.00'	20.00'	20.00'	S110°02'42"E	0°57'30"
C101	1196.00'	20.00'	20.00'	S111°00'12"E	0°57'30"
C102	1196.00'	20.00'	20.00'	S111°57'42"E	0°57'30"
C103	1196.00'	20.00'	20.00'	S112°55'12"E	0°57'30"
C104	1196.00'	20.00'	20.00'	S113°52'42"E	0°57'30"
C105	1196.00'	20.00'	20.00'	S114°50'12"E	0°57'30"
C106	1196.00'	20.00'	20.00'	S115°47'42"E	0°57'30"
C107	1196.00'	20.00'	20.00'	S116°45'12"E	0°57'30"
C108	1196.00'	20.00'	20.00'	S117°42'42"E	0°57'30"
C109	1196.00'	20.00'	20.00'	S118°40'12"E	0°57'30"
C110	1196.00'	20.00'	20.00'	S119°37'42"E	0°57'30"
C111	1196.00'	20.00'	20.00'	S120°35'12"E	0°57'30"
C112	1196.00'	20.00'	20.00'	S121°32'42"E	0°57'30"
C113	1196.00'	20.00'	20.00'	S122°30'12"E	0°57'30"
C114	1196.00'	20.00'	20.00'	S123°27'42"E	0°57'30"
C115	1196.00'	20.00'	20.00'	S124°25'12"E	0°57'30"
C116	1196.00'	20.00'	20.00'	S125°22'42"E	0°57'30"
C117	1196.00'	20.00'	20.00'	S126°20'12"E	0°57'30"
C118	1196.00'	20.00'	20.00'	S127°17'42"E	0°57'30"
C119	1196.00'	20.00'	20.00'	S128°15'12"E	0°57'30"
C120	1196.00'	20.00'	20.00'	S129°12'42"E	0°57'30"
C121	1196.00'	20.00'	20.00'	S130°10'12"E	0°57'30"
C122	1196.00'	20.00'	20.00'	S131°07'42"E	0°57'30"
C123	1196.00'	20.00'	20.00'	S132°05'12"E	0°57'30"
C124	1196.00'	20.00'	20.00'	S133°02'42"E	0°57'30"
C125	1196.00'	20.00'	20.00'	S134°00'12"E	0°57'30"
C126	1196.00'	20.00'	20.00'	S134°57'42"E	0°57'30"
C127	1196.00'	20.00'	20.00'	S135°55'12"E	0°57'30"
C128	1196.00'	20.00'	20.00'	S136°52'42"E	0°57'30"
C129	1196.00'	20.00'	20.00'	S137°50'12"E	0°57'30"
C130	1196.00'	20.00'	20.00'	S138°47'42"E	0°57'30"
C131	1196.00'	20.00'	20.00'	S139°45'12"E	0°57'30"
C132	1196.00'	20.00'	20.00'	S140°42'42"E	0°57'30"
C133	1196.00'	20.00'	20.00'	S141°40'12"E	0°57'30"
C134	1196.00'	20.00'	20.00'	S142°37'42"E	0°57'30"
C135	1196.00'	20.00'	20.00'	S143°35'12"E	0°57'30"
C136	1196.00'	20.00'	20.00'	S144°32'42"E	0°57'30"
C137	1196.00'	20.00'	20.00'	S145°30'12"E	0°57'30"
C138	1196.00'	20.00'	20.00'	S146°27'42"E	0°57'30"
C139	1196.00'	20.00'	20.00'	S147°25'12"E	0°57'30"
C140	1196.00'	20.00'	20.00'	S148°22'42"E	0°57'30"
C141	1196.00'	20.00'	20.00'	S149°20'12"E	0°57'30"
C142	1196.00'	20.00'	20.00'	S150°17'42"E	0°57'30"
C143	1196.00'	20.00'	20.00'	S151°15'12"E	0°57'30"
C144	1196.00'	20.00'	20.00'	S152°12'42"E	0°57'30"
C145	1196.00'	20.00'	20.00'	S153°10'12"E	0°57'30"
C146	1196.00'	20.00'	20.00'	S154°07'42"E	0°57'30"
C147	1196.00'	20.00'	20.00'	S155°05'12"E	0°57'30"
C148	1196.00'	20.00'	20.00'	S156°02'42"E	0°57'30"
C149	1196.00'	20.00'	20.00'	S157°00'12"E	0°57'30"
C150	1196.00'	20.00'	20.00'	S157°57'42"E	0°57'30"
C151	1196.00'	20.00'	20.00'	S158°55'12"E	0°57'30"
C152	1196.00'	20.00'	20.00'	S159°52'42"E	0°57'30"
C153	1196.00'	20.00'	20.00'	S160°50'12"E	0°57'30"
C154	1196.00'	20.00'	20.00'	S161°47'42"E	0°57'30"
C155	1196.00'	20.00'	20.00'	S162°45'12"E	0°57'30"
C156	1196.00'	20.00'	20.00'	S163°42'42"E	0°57'30"
C157	1196.00'	20.00'	20.00'	S164°40'12"E	0°57'30"
C158	1196.00'	20.00'	20.00'	S165°37'42"E	0°57'30"
C159	1196.00'	20.00'	20.00'	S166°35'12"E	0°57'30"
C160	1196.00'	20.00'	20.00'	S167°32'42"E	0°57'30"
C161	1196.00'	20.00'	20.00'	S168°30'12"E	0°57'30"
C162	1196.00'	20.00'	20.00'	S169°27'42"E	0°57'30"
C163	1196.00'	20.00'	20.00'	S170°25'12"E	0°57'30"
C164	1196.00'	20.00'	20.00'	S171°22'42"E	0°57'30"
C165	1196.00'	20.00'	20.00'	S172°20'12"E	0°57'30"
C166	1196.00'	20.00'	20.00'	S173°17'42"E	0°57'30"
C167	1196.00'	20.00'	20.00'	S174°15'12"E	0°57'30"
C168	1196.00'	20.00'	20.00'	S175°12'42"E	0°57'30"
C169	1196.00'	20.00'	20.00'	S176°10'12"E	0°57'30"
C170	1196.00'	20.00'	20.00'	S177°07'42"E	0°57'30"
C171	1196.00'	20.00'	20.00'	S178°05'12"E	0°57'30"
C172	1196.00'	20.00'	20.00'	S179°02'42"E	0°57'30"
C173	1196.00'	20.00'	20.00'	S180°00'12"E	0°57'30"
C174	1196.00'	20.00'	20.00'	S180°57'42"E	0°57'30"
C175	1196.00'	20.00'	20.00'	S181°55'12"E	0°57'30"
C176	1196.00'	20.00'	20.00'	S182°52'42"E	0°57'30"
C177	1196.00'	20.00'	20.00'	S183°50'12"E	0°57'30"
C178	1196.00'	20.00'	20.00'	S184°47'42"E	0°57'30"
C179	1196.00'	20.00'	20.00'	S185°45'12"E	0°57'30"
C180	1196.00'	20.00'	20.00'	S186°42'42"E	0°57'30"
C181	1196.00'	20.00'	20.00'	S187°40'12"E	0°57'30"
C182	1196.00'	20.00'	20.00'	S188°37'42"E	0°57'30"
C183	1196.00'	20.00'	20.00'	S189°35'12"E	0°57'30"
C184	1196.00'	20.00'	20.00'	S190°32'42"E	0°57'30"
C185	1196.00'	20.00'	20.00'	S191°30'12"E	0°57'30"
C186	1196.00'	20.00'	20.00'	S192°27'42"E	0°57'30"
C187	1196.00'	20.00'	20.00'	S193°25'12"E	0°57'30"
C188	1196.00'	20.00'	20.00'	S194°22'42"E	0°57'30"
C189	1196.00'	20.00'	20.00'	S195°20'12"E	0°57'30"
C190	1196.00'	20.00'	20.00'	S196°17'42"E	0°57'30"
C191	1196.00'	20.00'	20.00'	S197°15'12"E	0°57'30"
C192	1196.00'	20.00'	20.00'	S198°12'42"E	0°57'30"
C193	1196.00'	20.00'	20.00'	S199°10'12"E	0°57'30"
C194	1196.00'	20.00'	20.00'	S200°07'42"E	0°57'30"
C195	1196.00'	20.00'	20.00'	S201°05'12"E	0°57'30"
C196	1196.00'	20.00'	20.00'	S202°02'42"E	0°57'30"
C197	1196.00'	20.00'	20.00'	S203°00'12"E	0°57'30"
C198	1196.00'	20.00'	20.00'	S203°57'42"E	0°57'30"
C199	1196.00'	20.00'	20.00'	S204°55'12"E	0°57'30"
C200	1196.00'	20.00'	20.00'	S205°52'42"E	0°57'30"
C201	1196.00'	20.00'	20.00'	S206°50'12"E	0°57'30"
C202	1196.00'	20.00'	20.00'	S207°47'42"E	0°57'30"
C203	1196.00'	20.00'	20.00'	S208°45'12"E	0°57'30"
C204	1196.00'	20.00'	20.00'	S209°42'42"E	0°57'30"
C205	1196.00'	20.00'	20.00'	S210°40'12"E	0°57'30"
C206	1196.00'	20.00'	20.00'	S211°37'42"E	0°57'30"
C207	1196.00'	20.00'	20.00'	S212°35'12"E	0°57'30"
C208	1196.00'	20.00'	20.00'	S213°32'42"E	0°57'30"
C209	1196.00'	20.00'	20.00'	S214°30'12"E	0°57'30"
C210	1196.00'	20.00'	20.00'	S215°27'42"E	0°57'30"
C211	1196.00'	20.00'	20.00'	S216°25'12"E	0°57'30"
C212	1196.00'	20.00'	20.00'	S217°22'42"E	0°57'30"
C213	1196.00'	20.00'	20.00'	S218°20'12"E	0°57'30"
C214	1196.00'	20.00'	20.00'	S219°17'42"E	0°57'30"
C215	1196.00'	20.00'	20.00'	S220°15'12"E	0°57'30"
C216	1196.00'	20.00'	20.00'	S221°12'42"E	0°57'30"
C217	1196.00'	20.00'	20.00'	S222°10'12"E	0°57'30"
C218	1196.00'	20.00'	20.00'	S223°07'42"E	0°57'30"
C219	1196.00'	20.00'	20.00'	S224°05'12"E	0°57'30"
C220	1196.00'	20.00'	20.00'	S225°02'42"E	0°57'30"
C221	1196.00'	20.00'	20.00'	S226°00'12"E	0°57'30"
C222	1196.00'	20.00'	20.00'	S226°57'42"E	0°57'30"
C223	1196.00'	20.00'	20.00'	S227°55'12"E	0°57'30"
C224	1196.00'	20.00'	20.00'	S228°52'42"E	0°57'30"
C225	1196.00'	20.00'	20.00'	S229°50'12"E	0°57'30"
C226	1196.00'	20.00'	20.00'	S230°47'42"E	0°57'30"
C227	1196.00'	20.00'	20.00'	S231°45'12"E	0°57'30"
C228	1196.00'	20.00'	20.00'	S232°42'42"E	0°57'30"
C229	1196.00'	20.00'	20.00'	S233°40'12"E	0°57'30"
C230	1196.00'	20.00'	20.00'	S234°37'42"E	0°57'30"
C231	1196.00'	20.00'	20.00'	S235°35'12"E	0°57'30"
C232	1196.00'	20.00'	20.00'	S236°32'42"E	0°57'30"
C233	1196.00'	20.00'	20.00'	S237°30'12"E	0°57'30"
C234	1196.00'	20.00'	20.00'	S238°27'42"E	0°57'30"
C235	1196.00'	20.00'	20.00'	S239°25'12"E	0°57'30"
C236	1196.00'	20.00'	20.00'	S240°22'42"E	0°57'30"
C237	1196.00'	20.00'	20.00'	S241°20'12"E	0°57'30"
C238	1196.00'	20.00'	20.00'	S242°17'42"E	0°57'30"
C239	1196.00'	20.00'	20.00'	S243°15'12"E	0°57'30"
C240	1196.00'	20.00'	20.00'	S244°12'42"E	0°57'30"
C241	1196.00'	20.00'	20.00'	S245°10'12"E	0°57'30"
C242	1196.00'	20.00'	20.00'	S246°07'42"E	0°57'30"
C243	1196.00'	20.00'	20.00'	S247°05'12"E	0°57'30"
C244	1196.00'	20.00'	20.00'	S248°02'42"E	0°57'30"
C245	1196.00'	20.00'	20.00'	S249°00'12"E	0°57'30"
C246	1196.00'	20.00'	20.00'	S249°57'42"E	0°57'30"
C247	1196.00'	20.00'	20.00'	S250°55'12"E	0°57'30"
C248	1196.00'	20.00'	20.00'	S251°52'42"E	0°57'30"
C249	1196.00'	20.00'	20.00'	S252°50'12"E	0°57'30"
C250	1196.00'	20.00'	20.00'	S253°47'42"E	0°57'30"
C251	1196.00'	20.00'	20.00'	S254°45'12"E	0°57'30"
C252	1196.00'	20.00'	20.00'	S255°42'42"E	0°57'30"
C253	1196.00'	20.00'	20.00'	S256°40'12"E	0°57'30"
C254	1196.00'	20.00'	20.00'	S257°37'42"E	0°57'30"
C255	1196.00'	20.00'	20.00'	S258°35'12"E	0°57'30"
C256	1196.00'	20.00'	20.00'	S259°32'42"E	0°57'30"
C257	1196.00'	20.00'	20.00'	S260°30'12"E	0°57'30"
C258	1196.00'	20.00'	20.00'	S261°27'42"E	0°57'30"
C259	1196.00'	20.00'	20.00'	S262°25'12"E	0°57'30"
C260	1196.00'	20.00'	20.00'	S263°22'42"E	0°57'30"
C261	1196.00'	20.00'	20.00'	S264°20'12"E	0°57'30"
C262	1196.00'	20.00'	20.00'	S265°17'42"E	0°57'30"
C263	1196.00'	20.00'	20.00'	S266°15'12"E	0°57'30"
C264	1196.00'	20.00'	20.00'	S267°12'42"E	0°57'30"
C265	1196.00'	20.00'	20.00'	S268°10'12"E	0°57'30"
C266	1196.00'	20.00'	20.00'	S269°07'42"E	0°57'30"
C267	1196.00'	20.00'	20.00'	S270°05'12"E	0°57'30"
C268	1196.00'	20.00'	20.00'	S271°02'42"E	0°57'30"
C269	1196.00'	20.00'	20.00'	S272°00'12"E	0°57'30"
C270	1196.00'	20.00'	20.00'	S272°57'42"E	0°57'30"
C271	1196.00'	20.00'	20.00'	S273°55'12"E	0°57'30"
C272	1196.00'	20.00'	20.00'	S274°52'42"E	0°57'30"
C273	1196.00'	20.00'	20.00'	S275°50'12"E	0°57'30"
C274	1196.00'	20.00'	20.00'	S276°47'42"E	0°57'30"
C275	1196.00'	20.00'	20.00'	S277°45'12"E	0°57'30"
C276	1196.00'	20.00'	20.00'	S278°42'42"E	0°57'30"
C277	1196.00'	20.00'	20.00'	S279°40'12"E	0°57'30"
C278	1196.00'	20.00'	20.00'	S280°37'42"E	0°57'30"
C279	1196.00'	20.00'	20.00'	S281°35'12"E	0°57'30"
C280	1196.00'	20.00'	20.00'	S282°32'42"E	0°57'30"
C281	1196.00'	20.00'	20.00'	S283°30'12"E	0°57'30"
C282	1196.00'	20.00'	20.00'	S284°27'42"E	0°57'30"
C283	1196.00'	20.00'	20.00'	S285°25'12"E	0°57'30"
C284	1196.00'	20.00'	20.00'	S286°22'42"E	0°57'30"
C285	1196.00'	20.00'	20.00'	S287°20'12"E	0°57'30"
C286	1196.00'	20.00'	20.00'	S288°17'42"E	0°57'30"
C287	1196.00'	20.00'	20.00'	S289°15'12"E	0°57'30"
C288	1196.00'	20.00'	20.00'	S290°12'42"E	0°57'30"
C289	1196.00'	20.00'	20.00'	S291°10'12"E	0°57'30"
C290	1196.00'	20.00'	20.00'	S292°07'42"E	0°57'30"
C291	1196.00'	20.00'	20.00'	S293°05'12"E	0°57'30"
C292	1196.00'	20.00'	20.00'	S294°02'42"E	0°57'30"
C293	1196.00'	20.00'	20.00'	S295°00'12"E	0°57'30"
C294	1196.00'	20.00'	20.00'	S295°57'42"E	0°57'30"
C295	1196.00'	20.00'	20.00'	S296°55'12"E	0°57'30"
C296	1196.00'	20.00'	20.00'	S297°52'42"E	0°57'30"
C297	1196.00'	20.00'	20.00'	S298°50'12"E	0°57'30"
C298	1196.00'	20.00'	20.00'	S299°47'42"E	0°57'30"
C299	1196.00'	20.00'	20.00'	S300°45'12"E	0°57'30"
C300	1196.00'	20.00'	20.00'	S301°42'42"E	0°57'30"
C301	1196.00'	20.00'	20.00'	S302°40'12"E	0°57'30"
C302	1196.00'	20.00'	20.00'	S303°37'42"E	0°57'30"
C303	1196.00'	20.00'	20.00'	S304°35'12"E	0°57'30"
C304	1196.00'	20.00'	20.00'	S305°32'42"E	0°57'30"
C305	1196.00'	20.00'	20.00'	S306°30'12"E	0°57'30"
C306	1196.00'	20.00'	20.00'	S307°27'42"E	0°57'30"
C307	1196.00'	20.00'	20.00'	S308°25'12"E	0°57'30"
C308	1196.00'	20.00'	20.00'	S309°22'42"E	0°57'30"
C309	1196.00'	20.00'	20.00'	S310°20'12"E	0°57'30"
C310	1196.00'	20.00'	20.00'	S311°17'42"E	0°57'30"
C311	1196.00'	20.00'	20.00'	S312°15'12"E	0°57'30"
C312	1196.00'	20.00'	20.00'	S313°12'42"E	0°57'30"
C313	1196.00'	20.00'	20.00'	S314°10'12"E	0°57'30"
C314	1196.00'	20.00'	20.00'	S315°07'42"E	0°57'30"
C315	1196.00'	20.00'	20.00'	S316°05'12"E	0°57'30"
C316	1196.00'	20.00'	20.00'	S317°02'42"E	0°57'30"
C317	1196.00'	20.00'	20.00'	S318°00'12"E	0°57'30"
C318	1196.00'	20.00'	20.00'	S318°57'42"E	0°57'30"
C319	1196.00'	20.00'	20.00'	S319°55'12"E	0°57'30"
C320	1196.00'	20.00'	20.00'	S320°52'42"E	0°57'30"
C321	1196.00'	20.00'	20.00'	S321°50'12"E	0°57'30"
C322	1196.00'	20.00'	20.00'	S322°47'42"E	0°57'30"
C323	1196.00'	20.00'	20.00'	S323°45'12"E	0°57'30"
C324	1196.00'	20.00'	20.00'	S324°42'42"E	0°57'30"
C325	1196.00'	20.00'	20.00'	S325°40'12"E	0°57'30"
C326	1196.00'	20.00'	20.00'	S326°37'42"E	0°57'30"
C327	1196.00'	20.00'	20.00'	S327°35'12"E	0°57'30"
C328	1196.00'	20.00'	20.00'	S328°32'42"E	0°57'30"
C329	1196.00'	20.00'	20.00'	S329°30'12"E	0°57'30"
C330	1196.00'	20.00'	20.00'	S330°27'42"E	0°57'30"
C331	1196.00'	20.00'	20.00'	S331°25'12"E	0°57'30"
C332	1196.00'	20.00'	20.00'	S332°22'42"E	0°57'30"
C333	1196.00'	20.00'	20.00'	S333°20'12"E	0°57'30"
C334	1196.00'	20.00'	20.00'	S334°17'42"E	0°57'30"
C335	1196.00'	20.00'	20.00'	S335°15'12"E	0°57'30"
C336	1196.00'	20.00'	20.00'	S336°12'42"E	0°57'30"
C337	1196.00'	20.00'	20.00'	S337°10'12"E	0°57'30"
C338	1196.00'	20.00'	20.00'	S338°07'42"E	0°57'30"
C339	1196.00'	20.00'	20.00'	S339°05'12"E	0°57'30"
C340	1196.00'	20.00'	20.00'	S340°02'42"E	0°57'30"
C341	1196.00'	20.00'	20.00'	S341°00'12"E	0°57'30"
C342

BEGINNING AT A 3X3" CONCRETE MONUMENT SET(POB #1);

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 223.35', WITH A RADIUS OF 2290.03', WITH A CHORD BEARING OF S 05°54'43" E, WITH A CHORD LENGTH OF 223.27',;THENCE WITH A CURVE TO A 5/8" REBAR SET W/CAP;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 386.24', WITH A RADIUS OF 2290.03', WITH A CHORD BEARING OF S 13°32'16" E, WITH A CHORD LENGTH OF 385.78',;THENCE WITH A CURVE TO A 5/8" REBAR FOUND;

THENCE S 18°22'29" E A DISTANCE OF 79.76' TO A 5/8" REBAR FOUND;

THENCE N 71°48'25" E A DISTANCE OF 19.91' TO A 5/8" REBAR FOUND;

THENCE WITH A CURVE TURNING TO THE LEFT WITH AN ARC LENGTH OF 21.05', WITH A RADIUS OF 2048.06', WITH A CHORD BEARING OF S 18°07'35" E, WITH A CHORD LENGTH OF 21.05',THENCE WITH A CURVE TO A RIGHT-OF-WAY MONUMENT FOUND (BROKEN);

THENCE S 18°20'27" E A DISTANCE OF 94.62' TO A 5/8" REBAR SET W/CAP;

THENCE S 76°42'02" W A DISTANCE OF 335.41' TO A 5/8" REBAR SET W/CAP;

THENCE N 13°17'58" W A DISTANCE OF 397.65' TO A 3X3" CONCRETE MONUMENT FOUND;

THENCE N 13°17'58" W A DISTANCE OF 181.10' TO A 5/8" REBAR SET W/CAP;

THENCE N 13°17'58" W A DISTANCE OF 291.60' TO A 5/8" REBAR SET W/CAP;

THENCE N 80°15'21" E A DISTANCE OF 32.59' TO A 5/8" REBAR SET W/CAP;

THENCE N 82°01'59" E A DISTANCE OF 47.75' TO A 3X3" CONCRETE MONUMENT SET;

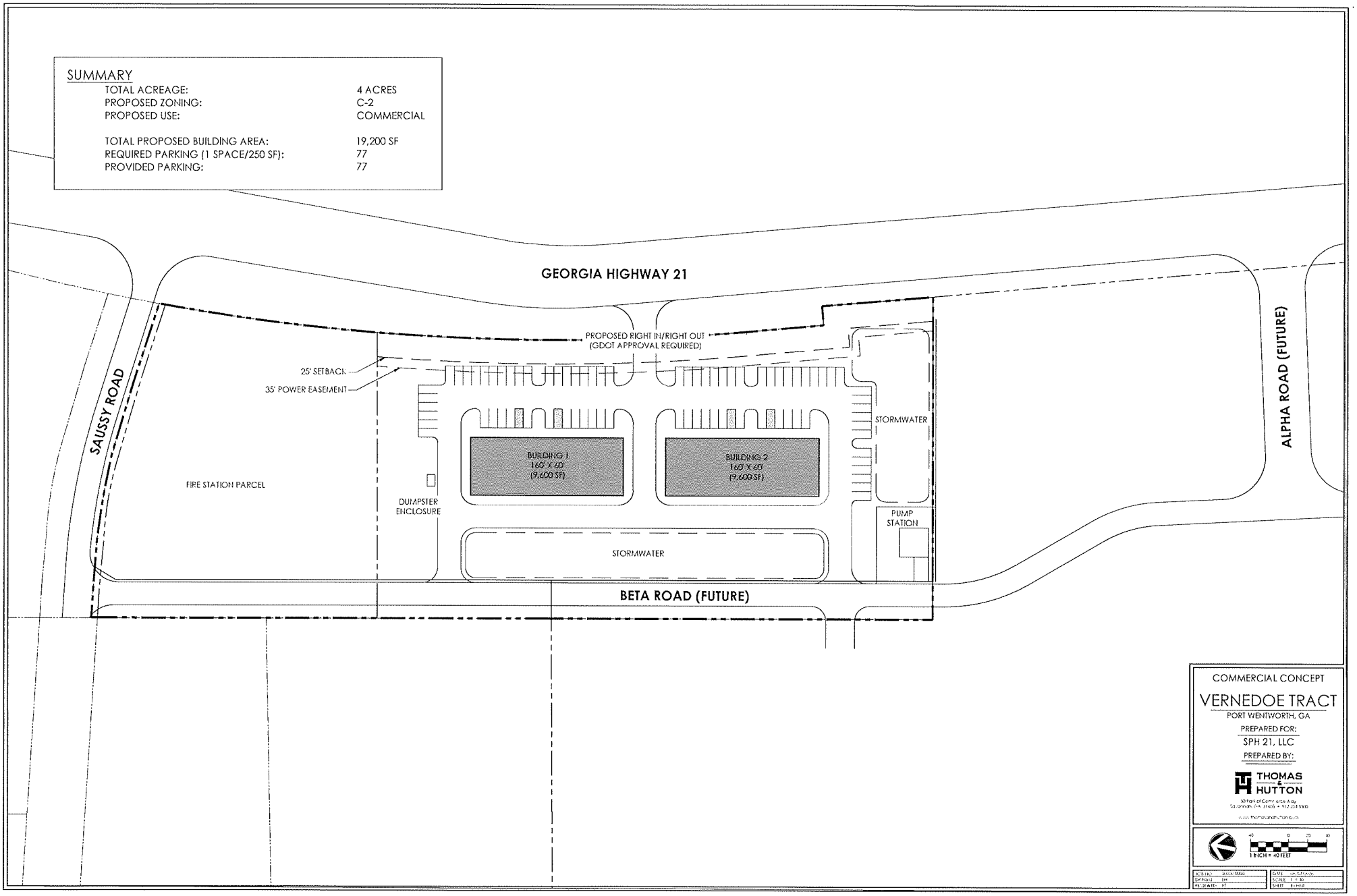
THENCE WITH A CURVE TURNING TO THE RIGHT WITH AN ARC LENGTH OF 90.50', WITH A RADIUS OF 365.97', WITH A CHORD BEARING OF N 86°32'13" E, WITH A CHORD LENGTH OF 90.27',THENCE WITH A CURVE TO A 3X3" CONCRETE MONUMENT SET;

THENCE S 86°58'23" E A DISTANCE OF 78.50' TO A 5/8" REBAR SET W/CAP;

THENCE S 85°23'28" E A DISTANCE OF 85.32' TO A 3X3" CONCRETE MONUMENT SET(POB #1);

WHICH IS THE POINT OF BEGINNING,

HAVING AN AREA OF 257,142 SQUARE FEET, 5.903 ACRES


SUMMARY
TOTAL ACREAGE: 4 ACRES
PROPOSED ZONING: C-2
PROPOSED USE: COMMERCIAL
TOTAL PROPOSED BUILDING AREA: 19,200 SF
REQUIRED PARKING (1 SPACE/250 SF): 77
PROVIDED PARKING: 77
GEORGIA HIGHWAY 21
PROPOSED RIGHT IN/RIGHT OUT
(GDOT APPROVAL REQUIRED)
25' SETBACK
35' POWER EASEMENT
SAUSSY ROAD
ALPHA ROAD (FUTURE)
FIRE STATION PARCEL
DUMPSTER ENCLOSURE
BUILDING 1
160' X 60'
(9,600 SF)
BUILDING 2
160' X 60'
(9,600 SF)
STORMWATER
PUMP STATION
STORMWATER
BETA ROAD (FUTURE)
COMMERCIAL CONCEPT
VERNEDOE TRACT
PORT WENTWORTH, GA
PREPARED FOR:
SPH 21, LLC
PREPARED BY:
THOMAS & HUTTON
1 INCH = 40 FEET

City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

Meeting: 11/23/26
Department:
Category: Agreement
Prepared By: Zahnay Smoak
Department Head:

AGENDA ITEM (ID)

DOC ID:

Development Agreement with Landco Main LLC

Issue/Item:

Approval of Unified Development Agreement with Landco Main LLC.

Background:

Landco Main LLC is one of the developers of the Port Wentworth Commerce Center. They have developed the overall property in stages and phases, as they acquired various land and started development.

The City and Landco have previously entered into Development Agreements over the overall Port Wentworth Commerce Center. This Development Agreement unifies and supersedes the previous agreements, and brings all of the properties into conformity under the City's current Zoning Ordinance.

Facts and Finding:

Recommendation:

Approve the unified Development Agreement.

Funding:

Recommendation:

State of Georgia

Chatham County

DEVELOPMENT AGREEMENT

This Development Agreement ("Agreement") is made and entered into this _____ day of _____, 2026, by and between PWCC Landco Main, LLC, a Delaware limited liability company (hereinafter referred to as "Developer"), and the Mayor and Council of the City of Port Wentworth, the lawfully elected governing authority of Port Wentworth, a political subdivision of the State of Georgia (hereinafter referred to as the "City").

RECITALS:

WHEREAS, SPH 21, LLC and the City entered into a Development Agreement dated December 21, 2023 for a tract of 762 acres, commonly known as the Varnedoe Property, said agreement being assigned to Developer at the time it acquired the Varnedoe Property; and

WHEREAS, SPH 21, LLC and the City entered into a Development Agreement dated August 15, 2024 for a tract of 41.558 acres, commonly known as the Royal Property, said agreement being assigned to Developer at the time it acquired the Royal Property; and

WHEREAS, Developer and the City entered into a Development Agreement dated April 16, 2026 for a tract of 200.91 acres, commonly known as the Sparkman Anderson Property; and

WHEREAS, after April 16, 2026, Developer acquired and zoned for industrial use three small parcels totaling 18.58 acres adjacent to the tracts included in the three existing Development Agreements; and

WHEREAS, Developer's current plans include an industrial development, to be known as the Port Wentworth Commerce Center, on approximately 1,042 acres, as shown on the General Site Plan attached hereto as Exhibit "A" (the "Project'') located within the city limits of Port Wentworth; and

WHEREAS, Developer and the City deemed it expedient to combine and clarify the terms of the three existing development agreements dated December 21, 2023, August 15, 2024, and April 16, 2026 (collectively, the "Prior Agreements") and combine the Prior Agreements into this Agreement; and

WHEREAS, Developer desires certain commitments from the City with regard to the supply of water and sanitary sewer services for the Project; and

WHEREAS, Developer desires the right, but not the obligation to dedicate certain water, sanitary sewer, fiber optic cable and roadway improvements for public use; and

WHEREAS, the City desires certain commitments from Developer with regard to construction and dedication of the water system, sanitary sewer system, and roadway to City standards, the dedication of and use by Developer of the City's fiber optic network, commitment to the vision of the City's multi-use trail, the dedication of wetlands credits for use by the City at Anchor Park and the multi-use trail and commitment to consider the use of the Port Wentworth Development Authority; and

WHEREAS, the City finds that the desires and commitments contained herein are consistent with and in furtherance of the goals, purposes, and to the benefit of the City of Port Wentworth and are in the public interest, it is hereby agreed as follows:

WITNESSETH:

Section 1. Definition.

Equivalent Residential Unit or ERU shall mean the number of residential units to which the water demand of a customer is equivalent, where a single-family residential unit is assumed to have an average demand of 300 gallons per day. The number of ERUs assigned to a building or structure shall be determined in accordance with the water use load factors established by the Savannah Water Service Agreement referred to in Section 2.A. herein.

Section 2. Utilities

A. Water System

The exact capacity needed to serve the Project is not yet known. Developer's good faith estimate is that there will be a total of approximately ten million eight hundred thousand (10,800,000) square feet of warehouse, with offices, requiring a total of four hundred thirty-five (435) ERUs. Developer shall be responsible, at its sole cost and expense, to construct a public water main ("Water Main") as part of the Project in location(s) chosen by Developer in its sole and absolute discretion. The Water Main shall be constructed in compliance with City standards. The City has entered into a Water Service Agreement ("Savannah Water Agreement") with the City of Savannah to assure sufficient capacity to provide potable water to the City, to include this Project.

B. Sanitary Sewer System

Developer shall construct, at its sole cost and expense, public sanitary sewer lift stations, force main, and gravity sewer lines (the "Sewer Facilities") in location(s) chosen by Developer in its sole and absolute discretion as part of the Project to tie into the City's sewer system which shall discharge at the connection point at Highway 21. The Sewer Facilities shall be constructed in compliance with City standards. The City has constructed a municipal sewage treatment system having sufficient capacity to treat effluent from the Project. The City certifies that the Rice Creek lift station currently has sufficient capacity to pump effluent generated from the Project. However, an increase in the capacity of the Lift Station may be necessary in the future. Therefore, Developer shall pay a reasonable share of the cost of the increase in capacity as follows: (i) by the initial payment of $195,000.00 (which the City acknowledges has been received**); (ii)** a second payment of $555,000.00 at the time that occupancy permits for a total of 5,000,000 square feet of buildings have been issued and (iii) a third payment of $500,000.00 at the time that occupancy permits for a total of 7,500,000 square feet of buildings have been issued or all phases of the Project have been completed, whichever happens first. Should the City adopt an Impact Fee Ordinance Developer shall receive a credit toward any impact fees due for the Project in the same amounts as any payments made pursuant to this Section B.

C. Aid-to-Construction Fees.

1. To assist in the payment of the cost of constructing the City's sewage collection and treatment system and the aid-to-construction fee due to the City pursuant to the Savannah Water Agreement, Developer shall pay to the City aid-to-construction fees for the ERUs in the amount of $7,415.85 per ERU, for sewer collection and treatment (the "Aid-To-Construction Fee"). The Aid-To-Construction Fee shall apply to all connections made within the Project and shall be due and payable as provided by this Agreement. Developer agrees that the Aid-To-Construction fees charged by the City to connect the facility to the City's sewage collection and treatment system and City of Savannah water system is reasonable.

2. The Project is expected to need four hundred thirty-five (435) ERUs. In consideration of the reservation by the City of the four hundred thirty-five (435) ERUs, Developer has paid $252,138.90 for the first thirty-four (34) ERUs to be utilized within the Project. The ERUs may be assigned by Developer to any developments within the Project.

3. After the first thirty-four (34) prepaid ERUs have been used by Developer or assigned to a developments within the Project, additional payment of Aid-to-Construction fees for the remaining ERUs shall be made upon receipt of a building permit in accordance with the applicable regulations of the Code of Ordinance, the City of Port Wentworth.

D. City Fiber Optic

Developer shall install and ensure connectivity to the City's Fiber Optic network (the "Fiber Optic Cable"). Such infrastructure shall be treated as a utility and shall be conveyed to the City. Developer shall ensure that the construction, materials, and installation of the Fiber Optic Cable is compatible with the City's fiber optic system. The construction and installation of the Fiber Optic Cable throughout the Project shall be at Developer's sole expense. Provided that the City offers fiber optic cable internet connection(s) at

commercially reasonable rates, Developer shall use and encourage the developers within the Project to use the Fiber Optic Cable.

E. Future Sanitary Sewer Force Main

There is a potential that adjacent or nearby property owners or developers will need to construct a sanitary sewer force main through the Property to serve their property located in the City. Developer will make commercially reasonable efforts to reserve a thirty (30) foot wide pathway (not an easement) for the potential future force main and in a location that, in Developer's sole and absolute discretion does not interfere with the Project.

F. User Rates

The City shall charge Developer for water consumption and sewage collection and treatment as established by ordinance. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

G. Other Fees

The provision of water and sewer services within the Project shall be subject to all other fees and charges established by ordinance or regulation of the Mayor and Council, including, but not limited to, tap and connection fees. Such fees and charges shall be due and payable as provided by the Mayor and Council. Such fees and charges may be changed from time-to-time by the Mayor and Council.

Section 3. Roadway & Intersection Improvements.

A. U.S. Highway 21 Intersection Improvements

Subject to the permit approval letter issued by the Georgia Department of Transportation dated April 30th, 2025, Developer, at Developer's sole cost and expense, shall construct all turn lanes, decel lanes, pedestrian facilities, striping, and full service traffic signal at the intersection of Wentworth Parkway and U.S. Highway 21 as shown on the currently approved set of GDOT Encroachment Plans, SR 21/Augusta Road at Lakeside Boulevard

("Highway 21 Intersection Improvements"). The City will cooperate with Developer in the permitting process. The traffic light will be constructed at the time that the first phase of the Project is developed. Should the City adopt an Impact Fee Ordinance, Developer shall receive a credit toward any impact fees due for the Project for all expenses of the traffic light including application costs, design, and construction.

B. Highway 30 Intersection Improvements

Subject to the receipt of all necessary government approvals, Developer shall extend the road ("Wentworth Parkway") shown on Exhibit "A" from US Highway 21 to Highway 30 opposite the City's entrance to Anchor Park. Wentworth Parkway will be public to a point which is approximately five hundred (500) feet north of Highway 30 ("Highway 30 Intersection Improvements"). Beyond that point Wentworth Parkway will initially be private. The City will be the applicant and will cooperate with the Developer to obtain the approval from the Georgia Department of Transportation of the intersection design at the intersection of Highway 30, Anchor Park Blvd., and Wentworth Parkway. When warranted, Developer shall seek approval for a traffic light. Should the City adopt an Impact Fee Ordinance, Developer shall receive a credit toward any impact fees for the Project for all expenses of the Highway 30 Intersection Improvements, including application costs, design, and construction. The cost of the Highway 30 Intersection Improvements and Wentworth Parkway, both the public portion and the private portion, as well as any traffic signal, shall be the responsibility of the Developer. Construction shall begin within eighteen (18) months of receipt of all governmental approvals and shall be completed within forty-eight (48) months. The entire road shall be constructed in compliance with current City standards for a public road. Developer shall have the right, but not the obligation, to dedicate, and the City shall accept, the private portion of Wentworth Parkway, at which time it shall be a Public Improvement, as defined herein. Prior to the dedication of the private portion of Wentworth Parkway, Developer and the City shall work in good faith to allow reasonable use by the public of the road after events at Anchor Park.

Section 4. Dedication of Wetlands Credits

The City is in the process of developing a multi-use recreational facility known as Anchor Park on a tract south of Georgia Route 30, as well as a multi-use trail. As part of the development of Anchor Park, the City intends to apply for the approval by the United States Army Corp of Engineers ("USACOE") to fill areas designated as wetlands under current law. The City shall be required to provide wetlands credits ("Wetlands Credits") by the USACOE in order to fill the wetlands. Developer shall transfer the Wetlands Credits to the City pursuant to the following conditions:

A. SPH 21, LLC shall reserve sixty (60) Legacy/Grandfathered Wetlands Credits, with such sixty (60) credits being equivalent to ten (10) acres, having a present cash value of Four Million Eighty Thousand Dollars ($4,080,000.00). At such time as the City receives a Wetlands Permit and is assigned a Project Number by the USACOE, subject to the approval of the transfer of the Wetlands Credits by the Army Corp of Engineers and the Georgia-Alabama Land Trust, the Wetlands Credits shall be donated to the City as needed for the purposes delineated in subparagraph B below.

B. The Wetlands Credits are intended be used for the Development of Anchor Park, the multi-use trail, and other City activity and development. The Wetland Credits may not be transferred by the City to another private entity.

C. The City agrees to cooperate with Developer to sign IRS Form 8283, or other applicable IRS form, to acknowledge donation of the Wetlands Credits, when received by the City.

D. Developer shall receive an offset in the development fees ("Offset") owed to the City in an amount which is a total of fifty percent (50%) of the value of the reserved Wetlands Credits as outlined in subparagraph A above, or Two Million Forty Thousand Dollars ($2,040,000.00), subject to the following conditions:(i) the total Offset in any fiscal year shall not exceed One Million Dollars ($1,000,000.00), with any Offset exceeding the One Million Dollar ($1,000,000.00) limit in any fiscal year shall be applied in the next fiscal year; (ii) the Offset shall not be applied for fees due on buildings D and E, shown on Exhibit

A, which are currently under construction; (iii) the first Offset shall be available for the 2028 fiscal year beginning on January 1, 2028.

Section 5. Canal Construction and Maintenance

Developer shall construct and maintain storm water drainage improvements (the "Canal") on property owned by the City located within the boundaries of the Project. The Canal shall maintained by Developer or a property owners association form by Developer.

Section 6. Design, Construction, and Dedication Requirements

A. Following the completion of the Water Main, Sewer Facility, Fiber Optic Cable, Highway 21 Intersection Improvements, and the Highway 30 Intersection Improvements ("Public Improvements"), Developer shall dedicate, and the City shall accept the Public Improvements per the requirements contained herein. Should the Public Improvements be completed in phases the dedication by Developer and acceptance by the City may be in phases.

B. Developer has retained or will retain, subject to approval by the City, one or more competent professional engineers registered in the State of Georgia to design and oversee the construction of the Public Improvements. The Public Improvements shall be constructed at Developer's sole expense. Developer shall ensure that the Public Improvements are of sufficient capacity to serve the Project but shall not be required to construct or design the Improvements larger than needed for the Project or reserve additional capacity to benefit properties outside of the Project.

C. Developer shall provide for inspection of the Public Improvements by the design engineer during construction and shall ensure compliance with all City design and construction requirements. Developer shall provide to the City a statement from the design engineer certifying, based on the best of his/her information, knowledge, and belief based on periodic observation, that the materials and workmanship, including but not limited to

pipes, bedding, thrust blocks, valves, fire hydrants, pumps, and other related material and work meet the City's specifications and standards.

D. Developer shall provide two (2) copies of "as built" drawings as well as providing necessary electronic format CAD of the Public Improvements signed by the design engineer and/or independent inspector. Upon request of the City, the certification shall be substantiated by material affidavits from suppliers and by applicable test results for inflow/infiltration, exfiltration, deflection, pressure, leaks, bacteria, compaction and fire flow tests required by the City. All design, construction, inspection, and other costs incurred to construct the Public Improvements shall be borne by Developer. Developer shall hold the City harmless for and indemnify the City against any and all claims for damages or personal injuries caused by or arising from the acts or omissions of Developer, its agents, employees, representatives or contractors in connection with the performance of the construction of the Improvements.

E. Upon completion of construction, certification by the design engineer, and provision of the "as built" drawings, the City shall, upon dedication of the Public Improvements, accept title to and assume responsibility for maintenance and operation of the Public Improvements. This dedication shall include all rights, title, and interest that Developer has in the Public Improvements and also all easements and/or right-of-way required for the purpose of maintenance thereof. Developer shall provide to the City a recordable plat(s) showing all public easements and/or rights-of-way that will contain the Public Improvements to be owned and maintained by the City.

F. Developer agrees to bear the cost of repairs to the Public Improvements accepted by the City for one (1) year following the date of acceptance, unless the repairs are the result of the negligent acts of the City, third parties, or improper maintenance by the City.

Section 7. Term; Renewal.

The initial term of this agreement shall be twenty-five (25) years, commencing upon execution of the agreement by all parties. Unless notice is provided to either party within six (6) months of this

agreement's expiration, this agreement shall be renewed automatically on the same terms and conditions herein for an additional five (5) year period.

Section 8. Port Wentworth Development Authority.

The City has created the Port Wentworth Development Authority ("PWDA") pursuant to Georgia state law. Provided that the PWDA has the right to use a sale-leaseback structure that results in up to one hundred percent (100%) abatement of ad valorem taxes, which shall be made available to Developer, Developer shall make commercially reasonable efforts to utilize the PWDA whenever reasonably possible and shall encourage any other developers within the Project to do the same. This Section shall not prohibit or limit Developer from pursuing development partners outside of PWDA.

Section 9. Multi-Use Trails.

Where reasonable, Developer agrees to work with the City regarding the City's multi-use trail plans. Developer recognizes the value and benefit of having a city-wide multi-use trial system and commits to cooperate with the City to realize this project as long as it does not, in Developer's sole and absolute discretion, negatively impact the Project.

Section 10. Billboards.

Subject to compliance with the City's Sign Ordinance and any additional approval required from the Georgia Department of Transportation, Developer shall be allowed to erect two separate use electronic, changeable copy signs ("Billboards") on the U.S. Highway 21 frontage. The City shall have the right to utilize the Billboards for Amber alerts and for a commercially reasonable number of public service announcements.

Section 11. Compliance with Laws.

Developer shall comply with all existing City ordinances, rules, and regulations, and any State and Federal law, rules, and regulations at the Project. Developer agrees that the current City Zoning

Ordinance, as of the execution of this Agreement, shall apply to all current and future plans and standards for the Project.

Section 12. Governing Law; Forum Selection.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Georgia. Venue for any action arising from this Agreement shall be filed in the Superior Court or State Court of Chatham County, Georgia.

Section 13. Entire Agreement.

This Agreement shall constitute the entire agreement between parties. Any discrepancy between this Agreement and the Prior Agreements shall be controlled by this Agreement.

Section 14. Modification of Agreement.

Any modification or amendment to this Agreement shall be binding only if reduced to writing and approved and executed by both parties. Notwithstanding the foregoing, any property owned by Developer adjacent to or contained within the boundaries of the Project, which is zoned for industrial use, shall be included in the Project and shall be subject to the terms of this Agreement without the need for modification or amendment.

Section 15. No Waiver.

The failure of either party to this Agreement to insist upon the performance of any of the terms and conditions of this Agreement, or the waiver of any breach of any of the terms and conditions of this Agreement, shall not be construed as thereafter waiving any such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred

Section 16. Effect of Partial Invalidity.

In the event that any part or subpart of this Agreement is held to be invalid or unenforceable by any court of competent jurisdiction, the parties agree that the remaining provisions shall be deemed to be in full force and effect.

Section 17. Paragraph Headings.

The headings and subheadings within this Agreement are solely for the convenience of the parties and shall not be construed to modify, explain, or aid in the interpretation of this Agreement.

Section 18. Notices.

Any notice provided for or concerning this Agreement shall be made in writing and shall be deemed sufficiently given upon receipt by certified or registered mail or hand delivery or next day delivery by a nationally recognized overnight delivery service that provides evidence of delivery, as follows:

If to the City: City Manager, City of Port Wentworth
7224 GA Highway 21
Port Wentworth, Georgia 31407

If to Developer: PWCC LANDCO MAIN, LLC
DaVinci Building
3715 DaVinci Court – Suite 350
Peachtree Corners, Georgia 30092
Attn: Wes Hardy

With a copy to: SPH 21, LLC
c/o Crossgate Consulting
1960 Satellite Boulevard, Suite 3000
Duluth, Georgia 30097
Attn: Chris Hayes

And a copy to: SPH 21, LLC
5 Concourse Parkway, Suite 200
Atlanta, Georgia 30328
Attn: David Hanna
Email: David.hanna@atlanticus.com

Section 19. Excusable Delay.

Neither the City nor Developer shall be liable to the other or any successor in interest for any loss, cost, or damage arising out of, or resulting from, non-performance or delayed performance of the terms of this Agreement where such non-performance of delayed performance is the result of circumstances or occurrences beyond the reasonable control of the responsible party (each, a "'force majeure"), which, as used herein, shall be deemed to include, non-performance or delayed performance resulting from acts of God, strikes, lockouts, blockades, insurrections, riots, explosions, fire, floods, or any other cause not within the reasonable control of the responsible party.

Section 20. Assignment.

This Agreement may be assigned in whole or in part by Developer without the prior written approval of the City. Developer shall promptly notify the City in the event of any assignment. This Agreement shall bind and inure to the benefit of the parties hereto and their successors and assigns.

[INTENTIONALLY LEFT BLANK]
[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Developer has executed these presents under seal, and the City has cause these presents to be executed by its proper officer under seal, affixed, this _____ day of _____, 2025.

MAYOR AND COUNCIL OF
THE CITY OF PORT WENTWORTH

BY:_____
TRACY SAUNDERS, MAYOR

ATTEST:_____
CLERK OF COUNCIL

EXECUTED IN THE PRESENCE OF:

_____
WITNESS

PWCC LANDCO MAIN, LLC,
a Delaware limited liability company

BY: _____
Name: _____
Title: _____

EXECUTED IN THE PRESENCE OF:

_____
WITNESS

As to the obligation in Section 4.A. only

SPH 21, LLC

BY: _____

Name: _____

Title: _____

EXECUTED IN THE PRESENCE OF:

_____

WITNESS

EXHIBIT "A"

Project



City Council
7224 GA Highway 21
Port Wentworth, GA 31407

SCHEDULED

AGENDA ITEM (ID)

Meeting: 11/23/26
Department:
Category: Alcoholic Beverage License
Prepared By: Zahnay Smoak
Department Head:
DOC ID:

Alcoholic Beverage License Application submitted by Rudresh N. Pomal for Distilled Spirits Consumption on Premises/ Wine Consumption on Premises / Malt Beverage Consumption on Premises Sales License for R & M Coastal 2 LLC., DBA The Hangar (308 Magellan Blvd Suite 104) located in a C-2 (General Commercial) Zoning District

Issue/Item:

Alcoholic Beverage License Application submitted by Rudresh N. Pomal for Distilled Spirits/ Wine/ Malt Beverage Consumption on Premises Sales License for R&M Coastal 2 LLC., DBA The Hangar (308 Magellan Blvd Suite 104, Port Wentworth GA) located in a C-2 (General Commercial) Zoning District.

Background:

The applicant has submitted this application due to a add services.

Facts and Finding:

The applicant, Rudresh N. Pomal, has properly completed and filed the City application and paid all applicable fees. Mr. Pomal has listed three residents of the City as references, and he has passed the criminal background check conducted by the Port Wentworth Police Department.

Funding:

N/A

Recommendation: