

Colquitt Regional Medical Center

457(b)

Governmental Deferred Compensation

Plan Document

JANUARY 1, 2004

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DEFERRED COMPENSATION PLAN

PREAMBLE

Pursuant to the laws of the state in which the Employer is organized, and in accordance with the requirements of its organizational authority, the Employer hereby adopts and establishes this Deferred Compensation Plan effective as of the date provided in Article XIV hereof.

The primary purpose of this Plan is to provide a program of deferred compensation in accordance with the provisions of Section 457 of the Internal Revenue Code of 1986, as amended, for the exclusive benefit of Participants and their Beneficiaries as defined herein.

This Plan is intended to qualify as an eligible deferred compensation plan within the meaning of section 457(b) of the Code and a governmental plan within the meaning of section 414(d) of the Code.

ARTICLE I DEFINITIONS

Whenever the following terms are used in this instrument, except where the context clearly indicates otherwise, such terms shall have the meaning as hereinafter set forth in the Sections of this Article I:

Section 1.1 Account

"Account" means the individual bookkeeping account maintained hereunder to record the interest of a Participant in the Plan. The balance of such Account shall represent a Participant's Total Deferred Compensation under the Plan. A Participant's Account shall be divided into individual sub-accounts (the "Sub-Accounts") reflecting the portion of the Participant's Account that is deemed allocated to an Investment Fund maintained hereunder and the earnings and losses attributable thereto.

Section 1.2 Automatic Distribution Date

Prior to January 1, 2002, "Automatic Distribution Date" means any date selected by the Plan Administrator that is on or earlier than the later of (a) 60 days after the close of the Plan Year in which the Participant attains (or would have attained) Normal Retirement Age or (b) 60 days after the close of the Plan Year in which the Participant has a Severance Event. On and after January 1, 2002, "Automatic Distribution Date" means April 1 of the calendar year after the close of the Plan Year in which the Participant has a Severance Event or, if applicable, such other date selected by the Plan Administrator provided that such other date is permitted under Code section 401(a)(9) and the regulations promulgated thereunder.

Section 1.3 Beneficiary

"Beneficiary" means, subject to Section 12.2 of this Plan, the person or persons designated by the Participant to receive distributions hereunder in the event of the Participant's death prior to receiving distribution of his or her entire interest under the Plan. In the absence of a written designation of a Beneficiary, the Beneficiary shall be the surviving spouse of the Participant, and if there is no surviving spouse, then the Participant's estate. A Beneficiary shall have no rights hereunder during the Participant's lifetime except as otherwise provided by law.

Section 1.4 Catch-Up Dollar Limitation

Prior to January 1, 2002, "Catch-Up Dollar Limitation" means \$15,000. On and after January 1, 2002, "Catch-Up Dollar Limitation" means twice the Dollar Limitation.

Section 1.5 Code

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

Section 1.6 Compensation

"Compensation" means all amount that would be payable by the Employer to an Employee during the taxable year as remuneration for services rendered, including salaries and fees, if the Employee did not have a Deferred Compensation election in effect during the taxable year.

Section 1.7 Deferred Compensation

"Deferred Compensation" means the amount of Compensation not yet earned that will be deferred by the mutual agreement of the Participant and the Employer.

Section 1.8 Dollar Limitation

"Dollar Limitation" means the applicable dollar amount within the meaning of Code sections 457(b)(2)(A) and 457(e)(15)(A), as adjusted for the cost-of-living in accordance with Code section 457(e)(15)(B).

Section 1.9 Eligible Section 457(b) Plan

"Eligible Section 457(b) Plan" means an eligible deferred compensation plan within the meaning of Code section 457(b), other than this Plan.

Section 1.10 Employee

"Employee" means any individual common-law employee or independent contractor who receives any type of compensation from the Employer for services rendered to the Employer.

Section 1.11 Employer

"Employer" means the employer which has executed this Plan document for the purpose of adopting and establishing this Plan. The Employer is a political subdivision, agency or instrumentality of the state in which it is organized, within the meaning of Code section 414(d) and Section 3(32) of the Employee Retirement Income Security Act of 1974, as amended.

Section 1.12 Enrollment Agreement

"Enrollment Agreement" means the written agreement (in the form promulgated by the Plan Administrator from time to time) in which the Employee elects to participate in the Plan, and approved by the Plan Administrator on behalf of the Employer.

Section 1.13 Funding Agent

"Funding Agent" means any person or entity, including without limitation a mutual fund investment company, insurance company, bank or trust company, that offers an Investment Fund through a Funding Arrangement under the Plan.

Section 1.14 Funding Arrangement

"Funding Arrangement" means any trust agreement, custodial account agreement or annuity contract entered into by the Employer or its designee pursuant to which Investment Funds are offered under the Plan.

Section 1.15 Includible Compensation

"Includible Compensation" means, with respect to a taxable year, the amount of a Participant's Compensation as defined in Code section 415(c)(3) (taking into account the provisions of Code section 457 and other provisions of the Code), determined without any regard to any community property laws.

Section 1.16 Investment Fund

"Investment Fund" means any separate investment option or vehicle offered under the Plan through a Funding Arrangement, in which all or a portion of the Plan's assets may be separately invested and to which all or a portion of a Participant's Account may be deemed allocated solely for the purpose of measuring the earnings, gains losses and expenses accrued or incurred by such Account.

Section 1.17 Normal Retirement Age

"Normal Retirement Age" means age 70-1/2 or, if earlier, any age designated by a Participant in a written instrument delivered to the Plan Administrator, provided that such age begins no earlier than the earliest age at which such Participant has the right to retire under the Employer's basic pension plan without the Employer's consent and to receive immediate retirement benefits without actuarial or similar reduction because of retirement before some later age specified in such basic pension plan. Notwithstanding the foregoing, and if authorized by the Employer, a Participant who is a qualified police or firefighter as defined under Code section 415(b)(2)(H)(ii)(I) may designate a Normal Retirement Age that is earlier than the earliest age permitted by the foregoing provision, but in no event may such Normal Retirement Age be earlier than age 40. Notwithstanding any of the foregoing, if a Participant continues to work beyond age 70-1/2, such Participant's Normal Retirement Age shall be that date or age designated by

the Participant provided that such date or age is no later than the date or age on which or during which occurs the Participant's Severance Event.

Section 1.18 Participant

"Participant" means any Employee who is eligible to participate in this Plan, who has elected to participate in the Plan by executing an Enrollment Agreement pursuant to the requirements of Section 2.2 of the Plan, and for whom an Account is maintained under the Plan.

Section 1.19 Percentage Limitation

Prior to January 1, 2002, "Percentage Limitation" means 33 1/3 percent of the participant's Includible Compensation for the taxable year. After December 31, 2001, "Percentage Limitation" means 100 percent of the participant's Includible Compensation for the taxable year.

Section 1.20 Plan

"Plan" means this Deferred Compensation Plan, including any amendments hereto.

Section 1.21 Plan Year

"Plan Year" means the calendar year.

Section 1.22 Plan Administrator

"Plan Administrator" means the Employer or the person(s) or entity appointed by the Employer to administer the Plan in accordance with Article X.

Section 1.23 Severance Event

Prior to January 1, 2002, "Severance Event" means severance of the Participant's employment with the Employer which constitutes a "separation from service" within the meaning of Code section 402(e)(4)(D)(iii). After December 31, 2001, "Severance Event" means a severance of the Participant's employment with the Employer within the meaning of Code section 457(d)(1)(A)(ii).

In the case of a Participant who is an independent contractor of the Employer, a Severance Event shall be deemed to have occurred when the Participant's contract under which services are performed has completely expired and terminated, there is no foreseeable possibility that the Employer will renew the contract or enter into a new contract for the Participant's services, and it is not anticipated that the Participant will become an Employee of the Employer, or such other events as may be permitted under the Code.

Section 1.24 Total Deferred Compensation

"Total Deferred Compensation" means, with respect to each Participant, the sum of all Deferred Compensation of such Participant, plus income or less loss thereon, including gains from the sale or other disposition of property, less (a) the amount of any distributions to the Participant or a Beneficiary of the Participant and (b) any fees or expenses charged against such Participant's Total Deferred Compensation.

Section 1.25 Trust Fund

"Trust Fund" means the aggregate of Plan assets, together with all earnings, income and increments thereon, that are allocated by the Plan Administrator to a separate Investment Fund under a Funding Arrangement.

Section 1.26 Unforeseeable Emergency

"Unforeseeable Emergency" means a severe financial hardship to a Participant, either before or after distributions under the Plan have commenced, resulting from a sudden and unexpected illness or accident of the Participant or of a dependent (as defined in Code section 152(a)) of the Participant, loss of the Participant's property due to casualty, or other similar or extraordinary and unforeseeable circumstances arising as a result of events beyond the control of the Participant. The need to send a Participant's child to college or the desire to purchase a home shall not constitute an Unforeseeable Emergency. The Plan Administrator shall determine in its sole discretion whether a hardship to a Participant constitutes an Unforeseeable Emergency.

ARTICLE II ENROLLMENT AND PARTICIPATION

Section 2.1 Eligibility

Any Employee whom the Employer declares eligible to participate in this Plan shall be a Participant in this Plan provided such Employee complies with the provisions of Section 2.2 hereof.

Section 2.2 Enrollment Agreement

An eligible Employee may become a Participant by executing an Enrollment Agreement subject to the approval of the Plan Administrator. Compensation (including, if authorized by the Plan Administrator in writing, accumulated sick, vacation and/or back pay) will be deferred for any calendar month only if an Enrollment Agreement providing for such deferral is executed by the Participant and approved by the Plan Administrator before the beginning of such month, or such other date as may be permitted under the Code. By signing the Enrollment Agreement, the Participant elects to participate in this Plan and consents to the deferral by the Employer of the amount specified in the Enrollment Agreement from the Participant's gross Compensation for each pay period. Notwithstanding the foregoing, the Plan Administrator may establish, in its sole discretion, a minimum deferral amount uniformly applicable to all Participants. A Participant's deferral shall continue in effect until modified, disallowed or revoked in accordance with the terms of this Plan (and any procedures established by the Plan Administrator hereunder), or until the Participant's Severance Event.

ARTICLE III PARTICIPANT DEFERRALS

Section 3.1 Maximum Deferral

(a) Except as otherwise provided in Section 3.2 hereof, the maximum amount (the "Maximum Deferral") that a Participant may defer during any taxable year under this Plan shall not exceed the lesser of :

(1) the Dollar Limitation reduced by any applicable amount specified in Section 3.1(b) hereof; or

(2) the Percentage Limitation reduced by any applicable amount specified in Section 3.1(b) hereof.

(b) The amounts specified in this Section 3.1(b) of the Plan shall be the following:

(1) any amount excluded from the Participant's gross income under Code section 457(a) for the taxable year other than any such amount attributable to elective deferrals made under this Plan;

(2) for Plan Years prior to January 1, 2002, any amount excluded from the Participant's gross income under Code section 403(b) for the taxable year, and

(3) for Plan Years prior to January 1, 2002, other than in the case of a Participant in a rural cooperative plan (as defined in Code section 401(k)(7)), any amount:

(A) excluded from the Participant's gross income under Code section 402(e)(3) or section 402(h)(1)(B) for the taxable year, or

(B) with respect to which a deduction is allowable by reason of a contribution to an organization described in Code section 501(c)(18).

Section 3.2 Limited Catch-Up Deferrals

(a) Subject to Section 3.2(c) below, a Participant who has attained the age of 50 before the close of the Plan Year, and with respect to whom no other elective deferrals may be made to the Plan for the Plan Year by reason of the limitation of Section 3.1, may enter into an Enrollment Agreement to make elective deferrals in addition to those permitted by Section 3.1 in an amount not to exceed the lesser of (1) the applicable dollar amount as defined in Code section 414(v)(2)(B), as adjusted for the cost-of-living in accordance with Code section 414(v)(2)(C), or (2) the excess (if

any) of (i) the Participant's compensation (as defined in Code section 415(c)(3)) for the year, over (ii) any other elective deferrals of the Participant for such year which are made without regard to this Section 3.2(a). An additional contribution made pursuant to this Section 3.2(a) shall not, with respect to the year in which the contribution is made, be subject to any otherwise applicable limitation contained in Code section 402(g), or be taken into account in applying such limitation to other contributions or benefits under the Plan or any other plan. The provisions of this Section 3.2(a) of the Plan shall only apply on and after January 1, 2002.

(b) Subject to Section 3.2(c) below, for one or more of the Participant's last three taxable years ending before the taxable year in which the Participant attains Normal Retirement Age, the Maximum Deferral shall be the lesser of:

(1) the Catch-Up Dollar Limitation reduced by any applicable amount specified in Section 3.1(b) hereof; or

(2) the sum of:

(A) the Maximum Deferral determined under Section 3.1 hereof for the taxable year (determined without regard to this Section 3.2 of the Plan), plus

(B) so much of the Maximum Deferral determined under Section 3.1 hereof, or determined under any other Eligible Section 457(b) Plan sponsored by an entity located in the same state as the Employer, for any prior taxable year or years (beginning after December 31, 1978 and during all or any portion of which the Participant was eligible to participate in this Plan or such other plan) as has not previously been used under Sections 3.1 and 3.2 hereof or under such other plan; provided, however, that this Section 3.2 shall not apply with respect to any Participant who has previously utilized in whole or in part the limited catch-up under this Plan or under such other plan.

(c) If a Participant is eligible to make an additional contribution pursuant to Section 3.2(a) above for a taxable year to which Section 3.2(b) above applies, then notwithstanding such Sections 3.2(a) and 3.2(b), the Maximum Deferral for such taxable year shall be the greater of:

(1) the Maximum Deferral determined under Section 3.1 hereof for the taxable year (determined after taking into account the additional contribution determined under Section 3.2(a) above but without regard to Section 3.2(b) above); or

(2) the Maximum Deferral determined under Section 3.1 hereof for the taxable year (determined after taking into account Section 3.2(b)

above but without regard to the additional contribution determined under Section 3.2(a) above).

Section 3.3 USERRA

Notwithstanding any provision of this plan to the contrary, contributions and benefits under this Plan shall be in accordance with Code section 414(u), relating to veterans' reemployment rights under the Uniformed Services Employment and Reemployment Act of 1994 ("USERRA").

Section 3.4 Employer Participation

Notwithstanding any other provisions of this Plan, the Employer may add to the amounts payable to any Participant under the Plan additional Deferred Compensation for services to be rendered by the Participant to the Employer during a calendar month, provided:

(a) If required by the Employer, the Participant has elected to have such additional Compensation deferred, invested, and distributed pursuant to this Plan, prior to the calendar month in which the Compensation is earned (or such other date as may be permitted under the Code),

(b) Such additional Deferred Compensation (including, if applicable, Employer matching contributions and other Employer non-elective contributions), when added to all other Compensation deferred under the Plan, does not exceed the Maximum Deferral, and

(c) Such additional Deferred Compensation is immediately vested upon contribution to the Plan unless such additional Deferred Compensation is subject to a vesting provision imposed by the Employer, in its sole discretion, and communicated to the Plan Administrator in a signed written instrument filed with the records of the Plan.

Section 3.5 Excess Deferrals

A Participant's excess deferrals resulting from Deferred Compensation that exceeds the Maximum Deferral limitations provided under this Article III shall be distributed to the Participant, with allocable net income, as soon as administratively practicable after the Plan Administrator determines that the amount is an excess deferral. For purposes of determining whether the Participant has an excess deferral as provided in the foregoing, all governmental Eligible Section 457(b) Plans maintained by the Employer and under which the Participant participates by virtue of his or her relationship with the Employer are treated as a single plan.

Section 3.6 Remittances

As soon as administratively possible (but in no event later than fifteen (15) business days following the month in which the Deferred Compensation would

otherwise have been paid to the Participant), the Employer shall remit a Participant's Deferred Compensation for each payroll period to the Funding Agent designated to receive such Deferred Compensation.

ARTICLE IV PARTICIPANTS' ACCOUNTS

Section 4.1 Participants' Accounts

The Plan Administrator shall establish and maintain an Account in the name of each Participant to which such Participant's Deferred Compensation for each payroll period shall be credited as herein provided.

Section 4.2 Account Statements

Consistent with the requirements of any Funding Arrangement, and not less frequently than annually (as determined by the Plan Administrator), each Participant shall periodically receive a written Account statement showing the Account and Sub-Account balances, the amount of any contributions to or distributions from the Account since the date of the preceding Account statement, and the Investment Funds to which his or her Sub-Accounts are deemed allocated.

Section 4.3 Finality of Determinations

The Plan Administrator shall have exclusive responsibility for determining the balance of each Account maintained hereunder. The Plan Administrator's determinations thereof shall be conclusive upon all interested parties.

Section 4.4 Procedures

The Plan Administrator shall establish such further accounting procedures for the purpose of making allocations, valuations and adjustments to Participants' Accounts provided in this Article IV as the Plan Administrator deems advisable.

ARTICLE V INVESTMENT OF PLAN ASSETS

Section 5.1 Investment Funds

The Employer shall in its sole discretion determine and select the Funding Agent(s) and, subject to any applicable law, the number and type of Investment Funds to be offered under a Funding Arrangement. The Employer may, in its sole discretion, change the Plan's Investment Funds from time to time with respect to future periods. The Employer shall communicate the same and any changes therein in writing to the Plan Administrator. All assets of the Plan invested in an Investment Fund shall be held and administered as a separate Trust Fund. The interest of each Participant or Beneficiary under the Plan deemed invested in any Investment Fund shall be an undivided interest.

Section 5.2 Loan Investment Fund

If a loan from the Plan to a Participant is approved in accordance with the provisions of Article VII, the Plan Administrator shall direct the establishment and maintenance of a loan Investment Fund in the Participant's name. The assets of the loan Investment Fund shall be held as a separate Trust Fund. A Participant's loan Investment Fund shall be invested in the note reflecting the loan. Notwithstanding any other provision of the Plan to the contrary, income received with respect to a Participant's loan Investment Fund shall be allocated to the Participant's Account.

Section 5.3 Participant Investment Choice

In accordance with the procedures and requirements established by the Plan Administrator, each Participant shall designate one or more Investment Funds established pursuant to this Article for the deemed investment of his or her Account. The amounts credited to a Participant's Account for each payroll period shall be deemed allocated by the Plan Administrator among the Investment Funds in accordance with the election made by the Participant. Unless otherwise provided by the Plan Administrator, the percentage elected for investment in any one of the Investment Funds must be a multiple of one percent (1%). In accordance with the procedures and requirements established by the Plan Administrator, and subject to the terms and conditions of any affected Investment Fund, a Participant may elect to change his or her investment designation with respect to future contributions under the Plan or to elect to transfer investments from any Investment Fund to any other Investment Fund.

Section 5.4 Rules and Regulations

The Plan Administrator may promulgate forms and any additional rules and regulations it deems necessary or appropriate to govern all aspects of this Article V.

Section 5.5 Disclaimer

The Employer and the Plan Administrator make no endorsement, guarantee or any other representation and shall not be liable to the Plan or to any Participant, Beneficiary, or any other person with respect to (a) the financial soundness, investment performance, fitness, or suitability of any investment option offered pursuant to this Plan or any investment vehicle in which amounts deferred under the Plan are actually invested, (b) the tax consequences of the Plan to any Participant, Beneficiary or any other person, (c) any losses incurred due to any delay in implementing a Participant's investment choice pursuant to Section 5.3.

ARTICLE VI DISTRIBUTIONS

Section 6.1 Commencement Date for Distributions

(a) Subject to the provisions of this Article VI and Article VIII hereof, distribution of a Participant's Account to the Participant or his or her Beneficiary, if applicable, shall commence on the Participant's Automatic Distribution Date.

(b) Notwithstanding Section 6.1(a) of this Article VI, and subject to the provisions of Sections 6.3 and 6.4, a Participant may, on any date before or after his or her Severance Event, elect the distribution of his or her Account in one lump sum amount not later than sixty (60) days following such election provided, however, that:

(1) the total amount payable to the Participant does not exceed \$5,000 (or, if different, the amount described in Code section 457(e)(9)(A)); and

(2) such amount may be distributed only if --

(A) no amount has been deferred under the Plan with respect to such Participant during the 2-year period ending on the date of the distribution, and

(B) there has been no prior distribution under the Plan to such Participant to which this Section 6.1(b) applied.

If the preceding conditions in paragraphs (1) and (2) of this Section 6.1(b) are met, the Plan Administrator may exercise its discretion, on a uniform basis, to distribute such Account without the Participant's consent.

(c) Notwithstanding Section 6.1(a) of this Article VI, and subject to the provisions of Section 6.4 hereof, a Participant may elect to defer commencement of distributions until a fixed or determinable date subsequent to the commencement date specified in Section 6.1(a) but in no event later than the required beginning date as more particularly described in Section 6.2(c) hereof. Prior to January 1, 2002, such election must be made at least 30 days prior to the commencement date specified in Section 6.1(a) hereof. A Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may elect to postpone the commencement date specified in the election, if any, made pursuant to this Section 6.1(c) to a later date that is permissible under this Section 6.1(c) provided, however, that, prior to January 1, 2002, only one (1) such postponement election is made and that the postponement election is made (1) at least 30 days prior to the commencement date specified in the original election made pursuant to this Section 6.1(c) and (2) after amounts would have been payable under this Article VI but for an election made under this Section 6.1.

Section 6.2 Method of Distribution

(a) The normal method of distribution to a Participant (or, if applicable, his or her Beneficiary) under this Plan shall be (1) one lump sum distribution if the Participant's Account balance is less than \$10,000 on the date distributions are required to commence, or (2) sixty monthly installments if the Participant's Account balance is equal to or greater than \$10,000 on the date distributions are required to commence.

(b) Notwithstanding Section 6.2(a), a Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may make an election, in a writing filed with the Plan Administrator, of one of the following alternate methods of distribution:

(1) One lump sum distribution;

(2) Annual or more frequent (as permitted by the Plan Administrator) installments made in substantially nonincreasing amounts over a period not to exceed the life expectancy of the Participant or the joint life expectancies of the Participant and Beneficiary; provided, however, that such installment method of distribution may (as permitted by the Plan Administrator) be revised or terminated and followed by a full distribution of the Account on a specified date that is permissible under the Code;

(3) An annuity, including an annuity with term certain or survivorship features, for the life or lives of the Participant and Beneficiary, or a definite period not to exceed the life expectancy or joint life expectancies of the Participant and Beneficiary, or a combination thereof (as applicable); and

(4) A partial distribution in a designated amount (as permitted by the Plan Administrator) followed by a method of distribution described in paragraph (2) or (3) above commencing on a specified date that is permissible under the Code.

Such election may be made or modified until the date 30 days prior to the time that payments are to commence.

(c) The method of distribution for any distribution to a Participant shall provide for payments in such amounts to satisfy the minimum distribution requirements of Code sections 401(a)(9) and 457(d) and any applicable proposed and final regulations promulgated thereunder such that, without limitation, a Participant's Account shall be distributed to such Participant no later than the required beginning date, that is, not later than April 1 of the calendar year following the later of (1) the calendar year in which the Participant attains age 70-1/2, or (2) the calendar year in which the Participant retires.

(d) If a Participant elects to receive installment payments, such Participant's Account shall continue to participate in the investment performance of the

Investment Funds in which such amounts are invested and to bear its allocable share of administrative and investment expenses until the date such amounts are distributed. The amount of the installments shall be redetermined at least annually to reflect the changes in the value of a Participant's Account.

(e) A Participant (or his or her Beneficiary) may not elect an annuity or form of periodic installment distributions as the method of distribution under Section 6.2(b) hereof if his or her Account balance is not equal to or greater than any minimum account balance, or if his or her periodic payment under such method of distribution is not equal to or greater than any minimum periodic amount, established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund.

(f) Notwithstanding the foregoing provisions of the Section 6.1, no election to defer the commencement of benefits after a Severance Event shall operate to defer the distribution of any amount in the Participant's loan Investment Fund in the event of a default of the Participant's loan.

Section 6.3 Distributions to a Beneficiary

(a) If a Participant dies prior to the commencement of the distribution of his or her Account, such Participant's Account shall be distributed to his or her Beneficiary over a period not to exceed (1) five (5) years from the Participant's date of death in one lump-sum distribution, if the Beneficiary is the Participant's estate, (2) the Beneficiary's life or life expectancy, if the Beneficiary is the Participant's surviving spouse and if distribution commences on or before the date the deceased Participant would have attained age 70-1/2, (3) the lesser of the life expectancy of the Beneficiary or, prior to January 1, 2002, fifteen (15) years, if the Beneficiary is not the Participant's surviving spouse and if distributions commence within one (1) year of the date of the Participant's death in equal or substantially equal payments, or (4) the lesser of five (5) years from the date of the Participant's death, if subsections (1), (2), and (3) are inapplicable.

(b) If a Participant dies after the commencement of the distribution of his or her Account, any amount of such Participant's Account not distributed during his or her life shall be distributed to his or her Beneficiary at least as rapidly as distributed to the Participant on the date of his or her death.

(c) Notwithstanding any provision of the Plan to the contrary, payments to a Beneficiary shall be made in compliance with the requirements of Code sections 401(a)(9) and 457(d) and any proposed and final regulations promulgated thereunder.

Section 6.4 General Provisions

(a) For purposes of this Article VI, life expectancies shall be calculated by use of the expected return multiples in Treasury Regulation §1.72-9. Prior to January 1, 2001, life expectancies shall be recalculated annually. Except as may be otherwise

provided in this Article VI, the Participant and/or the Participant's surviving spouse (if such spouse is the Beneficiary) may irrevocably elect not later than such Participant's required beginning date not to have life expectancy recalculated annually.

(b) If the Plan Administrator shall find that any person to whom any amount is payable under the Plan is unable to care for his or her affairs, is a minor, or has died, then any payment due him or her or his or her estate (unless a prior claim therefore has been made by a duly appointed legal representative) may, if the Plan Administrator so elects, be paid to his or her spouse, a child, a relative, or any other person maintaining or having custody of such person otherwise entitled to payment or deemed by the Plan Administrator to be a proper recipient on behalf of such person. Any such payment shall be a complete discharge of all liability under the Plan with respect to such payment.

(c) Notwithstanding Section 6.1(c) herein, a Participant (or, if applicable, his or her Beneficiary after the death of the Participant prior to the commencement of distributions hereunder) may not elect to defer the commencement date specified in Section 6.1(a) if his or her Account balance is not equal to or greater than any minimum account balance established by the Plan Administrator in its sole discretion for such purpose and uniformly applicable to all Participants, consistent with any term or limitation of any applicable Investment Fund.

Section 6.5 Unforeseeable Emergency Distributions

Notwithstanding any other provision herein, in the event of an Unforeseeable Emergency, a Participant may request that the Plan Administrator pay to him or her all or a portion of his or her Account balance. Such a request shall in addition be treated as a request for a revocation of deferrals under the Enrollment Agreement. If the application for payment is approved by the Plan Administrator, payment will be made as soon as administratively possible following such approval. Payment shall be limited strictly to that amount reasonably necessary to meet the situation constituting the Unforeseeable Emergency (taking into account the amount of any income tax withholding or other income tax liability resulting from the distribution). Payments may not be made to the extent that an Unforeseeable Emergency is or may be relieved through (1) reimbursement or compensation by insurance or otherwise, (2) by liquidation of the Participant's assets (to the extent such liquidation does not itself cause severe financial hardship), or (3) by cessation of deferrals under the Plan. Any remaining amounts shall be paid in accordance with the distribution provisions of this Article VI of the Plan.

ARTICLE VII LOANS

Section 7.1 Loans to Participants

(a) Subject to applicable law and consistent with Code section 457(g), the Employer may, in its sole and absolute discretion, direct the Plan Administrator to make loans to Participants under the following circumstances:

(1) Loans shall be made available to all Participants and Beneficiaries on a reasonably equivalent basis.

(2) Loans must be adequately secured and bear a reasonable interest rate.

(3) No Participant loan shall exceed the present value of the Participant's accrued benefit under this Plan.

(4) In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan.

(5) Notwithstanding any other provision of this Plan, the portion of the Participant's Account balance used as a security interest held by the Plan by reason of a loan outstanding to the Participant shall be taken into account for purposes of determining the amount of the Account balance payable at the time of death or distribution, but only if the reduction is used as repayment of the loan.

(6) No loan to any Participant or Beneficiary can be made to the extent that such loan when added to the outstanding balance of all other loans to the Participant or Beneficiary under this Plan and under any other plan maintained by the Employer would exceed the lesser of (A) \$50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan and any other plan during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan and any other plan on the date the loan is made, or (B) one-half of the Participant's Account balance or, if greater, the total Account balance up to \$10,000. For the purpose of the above limitation, all loans from all plans of the Employer are aggregated.

(7) Any loan shall by its terms require that repayment (principal and interest) be amortized in level payment, not less frequently than quarterly, over a period not extending beyond five years from the date of the loan, unless such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this Section 7.1 of the Plan.

Section 7.2 Administrative Rules

The Plan Administrator shall prescribe such further rules, regulations and procedures consistent with the provisions of this Article VII concerning loans as the Plan Administrator deems advisable.

ARTICLE VIII PLAN-TO-PLAN TRANSFERS AND ROLLOVERS

Section 8.1 Transfers to the Plan

(a) If a Participant had a Severance Event from a governmental Eligible Section 457(b) Plan, and if such plan permits the direct transfer of the Participant's interest therein to the Plan, then the Plan shall accept assets representing the value of such interest, provided, however, that the Plan Administrator may require in his or her sole discretion that some or all of such interest be transferred in cash or its equivalent. The Plan Administrator may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Code section 457(e)(10) and related regulations. Such amount shall be held, accounted for, administered and otherwise treated in the same manner as Compensation deferred by the Participant under Article III hereof except that such amount shall not be considered Compensation deferred under the Plan in the taxable year of such transfer in determining the Maximum Deferral under Sections 3.1 and 3.2 hereof. Except as otherwise specifically provided in this Plan, such transferred amounts shall be subject to all provisions of this Plan applicable to deferrals made hereunder.

(b) If a governmental Eligible Section 457(b) Plan permits the direct transfer to this Plan of all interests held by the participants and beneficiaries of such governmental Section 457(b) Plan, then the Plan may, at the sole discretion of the Employer, accept assets representing the total value of all such interests; provided, however, that such governmental Eligible Section 457(b) Plan is maintained by an eligible governmental employer described in Code section 457(e)(1)(A) and existing with the same state as the Employer, that the Plan Administrator may require in his or her sole discretion that some or all of such interests be transferred in cash or its equivalent, and that the participants whose deferred amounts are being transferred to the Plan are not eligible to defer additional compensation in this Plan unless they perform services for the Employer and become Participants as such term is defined in the Plan. The Plan Administrator may require such documentation from the predecessor plan as it deems necessary to effectuate the transfer in accordance with Code section 457(e)(10) and related regulations. Such amount shall be held, accounted for, administered and otherwise treated in the same manner as Compensation deferred under Article III hereof except that such amount shall not be considered Compensation deferred under the Plan in the taxable year of such transfer in determining the Maximum Deferral under Sections 3.1 and 3.2 hereof. Except as otherwise specifically provided in this Plan, such transferred amounts shall be subject to all provisions of this Plan applicable to deferrals made hereunder.

Section 8.2 Transfers from the Plan

(a) If (i) a Participant has a Severance Event, (ii) accepts employment by an entity which maintains a governmental Eligible Section 457(b) Plan, and (iii) such plan provides for the acceptance of plan-to-plan transfers with respect to such former Participant, then notwithstanding any other provision of this Plan, in the event that such Participant so elects, the payment of benefits hereunder shall not commence and such former Participant's Account balance will be transferred to such other plan.

(b) If a governmental Eligible Section 457(b) Plan provides for the acceptance of a plan-to-plan transfer of all the Participants' interests in this Plan, then notwithstanding any other provision of this Plan, the Plan may, at the sole discretion of the Employer, transfer to such governmental Eligible Section 457(b) Plan all of the Participants' interests in this Plan; provided, however, that such governmental Eligible Section 457(b) Plan is maintained by an eligible governmental employer described in Code section 457(e)(1)(A) and existing within the same state as the Employer, and that the Participants are not eligible to defer additional compensation in such governmental Eligible Section 457(b) Plan unless they perform services for such eligible governmental employer.

Section 8.3 Eligible Rollover Distributions

(a) **Effective Date:** This Section is effective January 1, 2002.

(b) **Incoming Rollovers:** An eligible rollover distribution may be accepted from an eligible retirement plan maintained by another employer and credited to a Participant's Account under the Plan. The Plan Administrator may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an eligible retirement plan within the meaning of Code section 402(c)(8)(B). The Plan shall separately account for eligible rollover distributions from any eligible retirement plan that is not an eligible deferred compensation plan described in Code section 457(b) maintained by an eligible governmental employer described in Code section 457(e)(1)(A).

(c) **Outgoing Rollovers:** 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 Plan 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.

(d) **Definitions:**

(1) **Eligible Rollover Distribution:** An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: 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 years or more; any distribution to the extent such distribution is required under Code sections 401(a)(9) and 457(d)(2); and any distribution made upon the hardship of the employee. For purposes of distributions from other eligible retirement plans rolled over into this Plan, the term eligible rollover distribution shall not include the portion of any distribution that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities).

(2) **Eligible Retirement Plan:** An eligible retirement plan is an individual retirement account described in Code section 408(a), an individual retirement annuity described in Code section 408(b), an annuity plan described in Code sections 403(a), a plan described in Code section 403(b), a qualified trust described in Code section 401(a), or an eligible deferred compensation plan described in Code section 457(b) which is maintained by a state, a political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state described in Code section 457(e)(1)(A), that accepts the distributee's eligible rollover distribution.

(3) **Distributee:** A distributee includes an employee or former employee. 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 Code section 414(p), are distributees with regard to the interest of the spouse or former spouse.

(4) **Direct Rollover:** A direct rollover is a payment by the plan to the eligible retirement plan specified by the distributee.

Section 8.4 Trustee-to-Trustee Transfers and Permissive Service Credit

All or a portion of a Participant's Account may be transferred directly to the trustee of a defined benefit governmental plan (as defined in Code section 414(d)) if such transfer is (A) for the purchase of permissive service credit (as defined in Code section 415(n)(3)(A)) under such plan, or (B) a repayment to which Code section 415 does not apply by reason of subsection (k)(3) thereof, within the meaning of Code section 457(e)(17).

Section 8.5 Distribution of Certain Previously Rolled Over Amounts

For purposes of Code section 72(t), a distribution from this Plan shall be treated as a distribution from a qualified retirement plan described in Code section 4974(c)(1) to the extent that such distribution is attributable to an amount transferred to an eligible deferred compensation plan from a qualified retirement plan (as defined in Code section 4974(c)).

Section 8.6 Administrative Rules

Subject to applicable law and consistent with Code section 457(g), the Plan Administrator shall prescribe such rules and procedures concerning this Article VIII hereof as the Plan Administrator in its sole judgment deems desirable for the orderly administration of the Plan.

ARTICLE IX FUNDING ARRANGEMENTS AND TRUSTEES

Section 9.1 Funding Arrangements and Trustees

The Employer shall enter into one or more Funding Arrangements for purposes of holding and investing the assets maintained under this Plan. Any Funding Arrangement shall constitute a trust under this Plan. The person or entity holding the assets of a trust or a custodial account under a Funding Arrangement shall be deemed the trustee thereof, the person or entity holding any annuity contract that is a Funding Arrangement under this Plan shall be deemed the trustee thereof.

Section 9.2 Exclusive Benefit

Each Funding Arrangement, and each Trust Fund held thereunder, shall be maintained by the trustee thereof for the exclusive benefit of the Employees and their Beneficiaries within the meaning of Code section 457(g).

ARTICLE X PLAN ADMINISTRATION

Section 10.1 Plan Administrator

This Plan shall be administered by the Plan Administrator, who shall represent the Employer in all matters concerning the administration of this Plan. The Plan Administrator shall serve at the pleasure of the Employer and the Employer shall have the right to appoint, in its sole and absolute discretion, any successor Plan Administrator.

Section 10.2 Power and Authority

Subject to any applicable laws and any approvals required by the Employer, the Plan Administrator shall have full power and authority to interpret the provisions of the Plan, to adopt rules and regulations for the administration of the Plan, and to interpret, alter, amend, or revoke any rules and regulations so adopted.

Section 10.3 Presumption of Fairness

Every action taken by the Plan Administrator shall be presumed to be a fair and reasonable exercise of the authority vested in or the duties imposed upon him or her. The Plan Administrator shall be deemed to have exercised reasonable care, diligence and prudence and to have acted impartially as to all persons interested, unless the contrary be proven by affirmative evidence. The Plan Administrator's decisions shall be afforded the maximum deference permitted by applicable law. The Plan Administrator shall not be liable for amounts of Compensation deferred by Participants or for other amounts payable under the Plan.

Section 10.4 Delegation of Duties

Subject to any applicable laws and any approvals required by the Employer, the Plan Administrator may delegate any or all of his or her powers and duties hereunder to another person, persons, or entity, and may pay reasonable compensation for such services as an administrative expense of the Plan, to the extent such compensation is not otherwise paid.

Section 10.5 Other Parties

Any person or entity which issues policies, contracts, or investment media to the Employer or in respect of a Participant is not a party to this Plan and such person or entity shall have no responsibility, accountability or liability to the Employer, the Plan Administrator, any Participant, or any Beneficiary with regard to the operation or adequacy of this Plan, including any future amendments made thereto.

Section 10.6 Expenses

If not paid by the Employer, all reasonable expenses incurred in the administration of the Plan, including without limitation those of any trustee and the Plan Administrator, shall be paid from the Participants' Accounts to which such expenses are allocable.

Section 10.7 Claims Procedures

The Plan Administrator may establish a claims appeal procedure, including a statute of limitation for bringing a claim relating to this Plan.

ARTICLE XI TERMINATION OR AMENDMENT OF PLAN

Section 11.1 Plan Termination

The Employer may at any time terminate this Plan; provided, however, that no termination shall affect the amount of any Compensation deferred before the time of the termination and income thereon accrued to the date of the termination in accordance with the terms of the Plan. Upon such termination, each Participant shall be deemed to have revoked his or her Enrollment Agreement as of the date of such termination. If authorized by the Employer, and notwithstanding any otherwise conflicting provision in this Plan, the distribution (including eligible rollover distributions as permitted in this Plan) of all the Participants' Accounts to the Participants or their respective Beneficiaries, if applicable, shall commence as soon as administratively practicable after such Plan termination. Any such distribution shall be in one lump sum amount unless another method of distribution is required or permitted by the Employer. To the extent that the Participants' Accounts are not distributed as soon as administratively practicable after the termination of the Plan, the provisions of this Plan as well as all of the applicable statutory requirements necessary for the Plan's eligibility as a governmental Eligible Section 457(b) Plan shall apply.

Section 11.2 Plan Amendment

The Employer may also amend the provisions of this Plan at any time; provided, however, that no amendment shall affect the amount of any Compensation deferred before the time of the amendment and income thereon accrued to the date of the amendment in accordance with the terms of the Plan.

ARTICLE XII NON-ASSIGNABILITY AND QDRO's

Section 12.1 Non-Assignability

Neither the Participant, nor his or her Beneficiary, nor any other designee shall have any right to commute, sell, assign, transfer, or otherwise convey the right to receive any payments hereunder, which payments and right thereto are expressly declared to be non-assignable and non-transferable; and in the event of an attempt to assign or transfer, the Employer shall have no further liability hereunder, nor shall any unpaid amounts be subject to attachment, garnishment or execution, or be transferable by operation of law in the event of bankruptcy or insolvency, except (a) with respect to loans to Participants, if applicable, (b) with respect to a qualified domestic relations order as may be permitted under Code sections 414(p)(11) and (12) and as further provided below in Section 12.2, or (c) as may be required by any other applicable law. Nothing in this Section shall be construed to authorize any amount to be distributed under the Plan at a time or in a form that is not permitted under Code section 457.

Section 12.2 Qualified Domestic Relations Orders

(a) Notwithstanding any otherwise conflicting provision in this Plan, the Plan may permit the distribution of all or a portion of a Participant's Account pursuant to, and in accordance with the terms and provisions of, a qualified domestic relations order (as such term is defined below). A distribution or payment from this Plan shall be treated as made pursuant to a qualified domestic relations order if it is made pursuant to a domestic relations order which creates or recognizes the existence of an alternate payee's right to, or assigns to an alternate payee the right to, receive all or a portion of the benefits payable with respect to a Participant.

(b) Definitions:

(1) Domestic Relations Order. For purposes of this Plan, the term "domestic relations order" means any judgment, decree, or order (including approval of a property settlement agreement) which (i) relates to the provision of child support, alimony payments, or marital property rights to a spouse, former spouse, child, or other dependent of a participant, and (ii) is made pursuant to a State domestic relations law (including a community property law).

(2) Alternate Payee. For purposes of this Plan, the term "Alternate Payee" means any spouse, former spouse, child or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all, or a portion of, the benefits payable under the Plan with respect to such Participant.

(c) The Plan Administrator may promulgate any additional rules and regulations it deems necessary or appropriate to govern this Section 12.2.

ARTICLE XIII INTERPRETATION

Section 13.1 Construction

This Plan shall be construed under the laws of the State in which the Employer exists and by virtue of the laws of which the Employer is organized.

Section 13.2 Eligible 457(b) Plan

This Plan is intended to be a government eligible deferred compensation plan within the meaning of section 457(b) of the Code, and shall be interpreted so as to be consistent with such section and all regulations promulgated thereunder.

Section 13.3 Word Usage

Words used herein in the singular shall include the plural and the plural the singular where applicable, and one gender shall include the other genders where appropriate.

Section 13.4 Headings

The headings of articles, sections or other subdivisions hereof are included solely for convenience of reference, and if there is any conflict between such headings and the text of the Plan, the text shall control.

Section 13.5 Entire Agreement

This Plan and any properly adopted amendment to the Plan shall constitute the total agreement or contract between the Employer and the Participant regarding the Plan. No oral statement regarding the Plan may be relied upon by the Participant. This Plan and any properly adopted amendment, shall be binding on the parties hereto and their respective heirs, administrators, trustees, successors, and assigns and on all designated Beneficiaries of the Participant.

Section 13.6 Employment

Participation in this Plan shall not be deemed to be a contract between the Employer and any such Employee. Nor shall anything contained herein be deemed to give any Employee the right to be retained in the employ or agency of the Employer or to interfere with the right of the Employer to discharge any Employee at any time, nor shall it be deemed to give the Employer the right to require any Employee to remain in its employ or agency, nor shall it interfere with such Employee's right to terminate his or her employment or agency at any time.

ARTICLE XIV EFFECTIVE DATE

Section 14.1 Effective Date of Plan

This Plan is effective as of January 1, 2004.

IN WITNESS WHEREOF, Colquitt Regional Medical Center, organized and existing under the laws of Georgia (the "State") and pursuant to the authorities granted to it under the laws of such State, has caused its duly authorized official to execute this Plan on this 24th day of November, 2003.

Employer: Colquitt Regional Medical Center

By: 
Authorized Official

Name: W. Larry Sims

Title: Vice President/CFO

Address: 3131 South Main Street

Moultrie, GA 31768

RESOLUTION
ADOPTED BY
THE HOSPITAL AUTHORITY OF COLQUITT COUNTY

WHEREAS the Hospital Authority of Colquitt County (the Authority) wished to provide the Employees of the Colquitt Regional Medical Center (CRMC) with additional security for retirement under Section 457(b) of the Internal Revenue Code of 1986, as amended;

NOW, THEREFORE, BE IT RESOLVED the Authority does hereby authorize and approve the adoption of the CRMC 457(b) Governmental Deferred Compensation Plan (the Plan) as set forth in the form presented at this meeting. The effective date of the Plan shall be January 1, 2004.

BE IT FURTHER RESOLVED that the officers of the CRMC, or any one of them, are hereby authorized and directed in the name and on behalf of the Authority to execute and deliver to the Plan Administrator, or any other entity or person as may be necessary or appropriate, any and all documents, instruments or agreement of the Authority which may be required in connection with the establishment of the Plan and to perform all other acts necessary and proper in connection with implementation of the Plan.

BE IT FURTHER RESOLVED that any and all acts of the officers or agents of the Authority or any of their designees heretofore taken on behalf of and in the name of the Authority in connection with the establishment and implementation of the Plan are hereby ratified and confirmed.

The above constitutes a true and accurate form of this resolution accepted and approved by the Hospital Authority of Colquitt County, at a meeting held on November 24, 2003

Aime Charlton
signature

Secretary
title

11/24/03
date