

PARTICIPATION AGREEMENT
for the
GEORGIA CHAMBER FEDERATION
BENEFIT PLAN

Required Notices

The Georgia Chamber Federation Benefit Plan (“Arrangement”) is a multiple employer self-insured health plan, and benefits are not guaranteed by a licensed insurer.

The Arrangement is not covered by the Georgia Life and Health Guaranty Association.

This is a fully assessable benefit plan. In the event that the multiple employer self-insured health plan is unable to pay its obligations, Participating Employers shall be required to contribute on a joint and several basis the funds necessary to meet any unpaid obligations, subject to the terminal liability provisions of Article 2.3 of this Participation Agreement.

If the Arrangement fails to make up the deficiency or make the required assessment within thirty (30) days after the Commissioner orders it to do so or if the deficiency is not fully made up within sixty (60) days after the date on which any such assessment is made or within such longer period as may be specified by the Commissioner, the plan shall be deemed to be insolvent.

A terminal liability provision in the excess loss policy requires the reinsurer of the Arrangement to pay any unpaid liabilities of the Arrangement should the Arrangement be terminated. The Participating Employers will be notified if this provision is removed, thus allowing the Participating Employer to terminate their participation without further liability.

Certain other major protections offered to Georgia residents under the Georgia Insurance Code and Rules and Regulations, such as conversion rights and certain mandated or required benefits, may not be available through the Arrangement’s multiple employer self-insured plan.

PARTICIPATION AGREEMENT

This Participation Agreement ("Participation Agreement") is made at Atlanta, Georgia by and between the Board of Trustees under the trust agreement for the Georgia Chamber Federation Benefit Plan (the "Trust Agreement"), and _____ (the "Participating Employer") and will be effective as of the Effective Date as listed in Section 2.2.

RECITALS

- A. The Georgia Chamber of Commerce ("GCC"), including membership from the Georgia Chamber Federation ("GCF") has established the Georgia Chamber Federation Benefit Plan (the "Arrangement") for the exclusive benefit of the Participants and Members.
- B. GCC intends that the Arrangement will be a multiple employer welfare arrangement ("MEWA") as defined under Section 3(40)(A) of ERISA and an "employee welfare benefit plan" as defined in Section 3(1) of ERISA that provides group health benefits on a self-insured basis through the Trust, which has been established to hold the assets of the Arrangement. In addition, the Trust also insures benefits over a certain level through the purchase of stop loss insurance coverage pursuant to a reinsurance agreement between the Trust and its reinsurer, Anthem.
- C. The Arrangement intends to operate in compliance with Title 50 Chapter 33 of the Georgia Code and any other applicable laws regulating MEWAs, and is subject to oversight and regulation by the Georgia Insurance Department.
- D. The Trust is intended to be a voluntary employees' beneficiary association under Section 501(c)(9) of the Code.
- E. The GCC intends that the Arrangement initially be a MEWA composed of a collection of single employer group health plans, provided, however that on and after April 1, 2019 (the effective date of the final Labor Regulations promulgated under Section 3(5) of ERISA regarding newly established association health plans), the Trustees may, in their sole discretion, elect to modify the Arrangement, if and as necessary, to cause it to be considered a MEWA operating as a single group health plan, such that the GCC, through the Trustees, act as the ERISA Section 3(5) "employer" and plan sponsor for Participating Employers.
- F. The Participating Employer wishes to allow its Eligible Employees and others to participate in the Arrangement in accordance with the terms of the Arrangement and its governing documents, and thus has chosen to enter into this Participation Agreement with the Trustees in order to make the Arrangement available.

NOW, THEREFORE, IT IS AGREED by and between the Trustees and the Participating Employer as follows:

ARTICLE I DEFINITIONS

- 1.1 Applicable Law. Applicable Law is defined in Section 8.2.
- 1.2 Arrangement. The Georgia Federation Benefit Plan established by the GCC pursuant to an Establishment Agreement and By-Laws. The terms of the Arrangement are summarized in the summary plan description (the "SPD") distributed to Participants and in the Booklet, and the Arrangement is funded through Employer payments to the Trust. Each of the foregoing documents may be amended from time to time as indicated within each document.
- 1.3 Board, Board of Trustees, or Trustees. The Board of Trustees of the Trust as set forth in the Trust Agreement for the Trust.
- 1.4 Booklet. The description of the portion of the health care benefits provided under the Arrangement that is administered by Claims Administrator.
- 1.5 By-Laws. The Arrangement's By-Laws as amended from time to time.
- 1.6 Chamber of Commerce. A Chamber of Commerce that is properly organized and operating a legitimate

Chamber of Commerce within Georgia that is complying with all applicable statutes and is a member of GCF

1.7 Claims Administrator. The licensed third-party administrator appointed by the Board of Trustees to adjudicate claims under the Arrangement and provide various administrative services to the Arrangement, and who has entered into an Administrative Services Agreement with Trust. The Claims Administrator must comply with all applicable state licensing.

1.8 Code. The U.S. Internal Revenue Code of 1986, as amended from time to time, and any regulations promulgated thereunder.

1.9 Eligible Employee. An individual who is employed by the Participating Employer or who is self-employed, as a sole proprietor, partner or 2% shareholder of the Participating Employer and who is eligible to participate in the Arrangement in accordance with its terms and conditions.

1.10 ERISA. The Employee Retirement Income Security Act of 1974, as amended from time to time, and any regulations promulgated thereunder.

1.11 Invoice Due Date. The date on the invoice provided to Participating Employer indicating when payment is due.

1.12 Member. The Eligible Employee and the Eligible Employee's spouse and dependents and other individuals who are participating in the Arrangement in accordance with its terms.

1.13 Operating Committee. The Committee that may be established by the Board to oversee the operation of the Arrangement pursuant to the By-Laws.

1.14 Participant. An Eligible Employee who is enrolled in the Arrangement.

1.15 Participating Employer. An entity that is a member in good standing with at least one Chamber of Commerce that belongs to GCF

1.16 Plan Administrator. The individual or entity that the Board of Trustees appoints from time to time in accordance with the By-Laws to act as Plan Administrator, as that term is defined in Section 3(16)(A) of ERISA, and who acknowledges and accepts the Board's appointment and the attendant delegation of fiduciary responsibilities in writing with respect to the administration of the Arrangement. The Plan Administrator will be the "named fiduciary" under ERISA. The Plan Administrator may, however, delegate some of its responsibilities to the Plan Manager.

1.17 Plan Manager. The individual or entity that the Board or Operating Committee may choose to appoint to act as the manager of the Arrangement. The Plan Manager will be responsible for any of the Arrangement's day to day operations delegated to it by the Plan Administrator, and the Plan Manager may retain other individuals and entities to assist with the Arrangement's operations.

1.18 Premium Equivalent Rate. The amount determined by the Board, in consultation with the Plan Manager, that the Participating Employer must pay to the Trust to fund its share of the Arrangement's projected obligation for benefit liability, administrative expenses and other costs incurred by the Trust, as well as Participating Employer's share of the Trust's required minimum surplus under Applicable Law. The Premium Equivalent Rate shall be set forth on the monthly invoice sent to Participating Employer by Claims Administrator.

1.19 Stop Loss Policy. A reinsurance contract between the Trust and Anthem that places a maximum limit on the Trust's liability for the health care expenses of the Members covered under the Arrangement.

1.20 Trust. The Trust established pursuant to the Trust Agreement entered into between the GCC and the Board of Trustees for the Georgia Chamber Federation Benefit Plan, which Trust Agreement initially is effective as of January 1, 2019, as amended from time to time.

1.21 Trust Fund. All assets held by the Trust in accordance with the terms of the Trust.

ARTICLE II ARRANGEMENT PARTICIPATION

2.1 Participating Employer Obligations and Liabilities.

a. The Participating Employer agrees that, during the term of this Participation Agreement, it will remain a member in good standing with one or more Chambers of Commerce authorized to offer the Arrangement. The Participating Employer conveys, by proxy, to the Chamber of Commerce in which the Participating Employer is a member, the Participating Employer's right to vote to elect Trustees in accordance with the terms and conditions of the By-Laws.

b. The Participating Employer agrees to comply with the terms of the Arrangement and will comply with Applicable Law. A summary of Participating Employer's compliance responsibilities is set forth in Exhibit 1, hereto.

c. The Participating Employer is obligated to pay the Premium Equivalent Rate to the Trust in the time and in the manner set forth in Article 4.2 of this Participation Agreement.

d. In accordance with Applicable Law, Participating Employer acknowledges that it is liable for all legal obligations relating to or arising out of the Arrangement, including but not limited to obligations to pay benefits to the Members and claims arising under ERISA or out of any occurrence, incident or accident covered under Applicable Law. Participating Employer's liability shall be determined on a joint and several basis. Such liability will arise only if and to the extent that the total legal obligations of the Arrangement exceed the amount of any separate reserve fund established and designated for this purpose under the Trust consisting of amounts in excess of minimum reserves required under Applicable Law. Such liability will be assessed subject to the provisions of Article 2.3.

2.2 Arrangement Activation. The Effective Date of this Participation Agreement will be the first day of the first month following the later of (1) the date this Participation Agreement is signed by all parties and delivered to the Plan Administrator or their designee or (2) the date the Arrangement is implemented by GCC following the issuance of a license by the Commissioner of Insurance of the State of Georgia. The Participating Employer will be notified, in writing, of the Effective Date.

2.3 Terminal Liability Insurance. The Plan Administrator will, during the term of this Agreement, secure terminal liability insurance which will fully indemnify the Participating Employer's liability under the Arrangement except for any unpaid Premium Equivalent Rate attributable to the Participating Employer's Participants at the time this Agreement terminates. If the terminal liability insurance is ever cancelled for any reason, the Plan Administrator will notify the Participating Employer in writing at least thirty days in advance that the terminal liability insurance is being cancelled, and the Participating Employer may terminate this Agreement before the terminal liability insurance ends without liability for any assessment except for any unpaid Premium Equivalent Rate attributable to the Participating's Employer Participants.

2.4 Indemnification. Participating Employer acknowledges that GCC offers the Arrangement solely for the convenience and benefit of the Participating Employers and the Members and as a service to them, and has no obligation or liability to provide or fund benefits under the Arrangement. Participating Employer acknowledges that the terms and conditions of the Arrangement may change from time to time, and that there is no guarantee that rates, terms and conditions will remain the same. Any such changes in terms and conditions of the Arrangement shall be subject to the notice and approval provisions provided herein. Accordingly, Participating Employer agrees that it will make no claim against GCC or other association members of GCC, their directors, officers, employees and agents with respect to such benefits and that it shall indemnify and hold harmless GCC and other association members of GCC, their directors, officers, employees, and agents, from any and all liability, loss, damage, claims, penalties or assessments, and all costs, such as legal fees, associated therewith, which may arise, directly or indirectly, from offering of or involvement with the Arrangement.

**ARTICLE III
ARRANGEMENT WITHDRAWAL**

3.1 Participating Employer Withdrawal Liability. In accordance with the requirements of Applicable Law, if a Participating Employer withdraws or is terminated voluntarily or involuntarily from future participation in the Arrangement, Participating Employer will not be liable for any liabilities and obligations of the Arrangement through the date of the Participating Employer's withdrawal. Subject to Article 2.3, if the Arrangement terminates or otherwise ceases operations due to insolvency and if Anthem fails to satisfy its obligations under the Stop Loss Policy, the Participating Employer shall be required to contribute on a joint and several basis the funds necessary to meet any unpaid obligations.

**ARTICLE IV
ARRANGEMENT PROVISIONS**

4.1 Arrangement Adoption. By signing this Participation Agreement, Participating Employer hereby adopts the terms of the Arrangement and agrees to comply with the terms and conditions of this Participation Agreement, the plan document, the Trust, the By-Laws, the Administrative Services Agreement, and the Stop Loss Agreement as each of them may be amended from time to time. Participating Employer has the right to request a copy of these agreements from Plan Administrator at any time. The Participating Employer will be entitled to offer the Arrangement to its Eligible Employees and others who are eligible to participate pursuant to the terms of the Arrangement. Participating Employer will enjoy all the rights and privileges associated therewith, and will be charged with all of the responsibilities that such participation entails as set forth in this Participation Agreement, the Arrangement, and the Trust, including but not limited to any requirements regarding participation, billing and payment of the Premium Equivalent Rate and any other required contributions.

4.2 Billing and Payment of the Premium Equivalent Rate.

a. Participating Employer agrees to pay to the Trust the Premium Equivalent Rates billed to Participating Employer by the Trustee or the Claims Administrator on behalf of the Trust. Participating Employer shall remit to the Trustee the Premium Equivalent Rates by the Invoice Due Date irrespective of whether Participating Employer receives an invoice from the Trustee or Claims Administrator in any given month. The full invoice amount must be paid in advance by Participating Employer on or before the Invoice Due Date. The Trustee does not have an obligation to accept partial payment of the full invoice amount. Trustee's receipt and deposit of a payment through its automatic payment procedures or other procedures will not be deemed acceptance of a late payment or waiver of the termination provisions of this Participation Agreement. Participating Employer must make payments of the Premium Equivalent Rate regardless of any contributions to those payments by Participants. When a Member's coverage is terminated by the Participating Employer, coverage will end on the first of the month following the Member's termination date, except for termination due to divorce, when the Member's coverage will terminate on the date of the divorce decree.

b. The method of payment shall be by ACH Demand Debit Reimbursement. Trustee will initiate an ACH demand debit transaction that will withdraw the amount due from a designated Participating Employer bank account on the Invoice Due Date; however, if the Invoice Due Date falls on either a banking holiday, a Saturday or a Sunday, the withdrawal shall be made on the following banking day. The amount due will be transferred to the Trust Fund.

c. The Board may adjust the Participating Employer's Premium Equivalent Rate on a prospective basis upon 30-days advance written notice to the Participating Employer. The written notice shall describe the change(s) to the Premium Equivalent Rate and the effective date thereof, and explain Participating Employer's right to reject the change(s) and terminate this Participation Agreement. A Participating Employer will be deemed to have approved the Premium Equivalent Rate change if it fails to respond to the notice and to terminate this Participation Agreement during the 30-day notice period. The Participating Employer acknowledges the Premium Equivalent Rate may be different for other Participating Employers.

4.3 Participation and Contribution Requirements. The Participating Employer agrees to comply with any requirements imposed by the Trust regarding participation and contribution requirements. The Participating Employer

agrees to use licensed health insurance agents qualified to service the product.

4.4 Continuation Coverage Obligations. Participants may elect to continue coverage under the Arrangement (at their own expense) under certain circumstances that would ordinarily end coverage. The rules and procedures governing these rights to continuation of coverage are set forth in the Arrangement. Participating Employer is solely responsible for determining the applicability of these rules, for administering them with respect to its Participants, and for complying with all applicable legal requirements under Applicable Law. Participating Employer agrees to indemnify the Trust, GCC, Plan Administrator, Plan Manager, Board of Trustees, Operating Committee and each of their officers, directors, employees, agents and assigns, and hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from such continuation coverage obligations.

4.5 Compliance Issues. Participating Employer acknowledges that by offering the Arrangement as part of a self-insured MEWA, the Participating Employer is subject to Applicable Law. The Participating Employer agrees that it is solely responsible for complying with Applicable Law. The Participating Employer's compliance responsibilities, together with those of the Claims Administrator and the Arrangement, are set forth in Exhibit 1 – Participating Employer Compliance Guide attached hereto. The Participating Employer agrees to indemnify the Trust, Georgia Chamber of Commerce, Plan Administrator, Plan Manager, Claims Administrator, the Plan Manager, the Board of Trustees, Operating Committee, and their employees, agents, directors, officers and assigns (collectively, "Indemnitees") and to hold each of them harmless from any and all liabilities, claims, penalties, tax assessments or other obligations which may arise, directly or indirectly, from Indemnitees' failure to comply with those statutes and rules; provided, however, that this indemnity shall not apply to the extent prohibited by ERISA Section 410(a).

4.6 Audit of Eligibility. Participating Employer acknowledges that its books and records are subject to audit by the Board of Trustees, Operating Committee and their designees to determine the eligibility of its Participants.

ARTICLE V ARRANGEMENT OPERATION

5.1 Operating Committee. The Arrangement is governed and managed by the Board which has been elected by Participating Employers. The Board may appoint an Operating Committee to manage the Arrangement under the direction of the Board. The Operating Committee is responsible to ensure compliance with applicable federal and state laws and regulations. The Operating Committee's voting members consist of appointed individual Trustees. Other individuals may be appointed to serve on the Operating Committee who are non-voting members of the Operating Committee.

5.2 Appointment of Trustees. Trustees will be appointed in accordance with the By-Laws.

5.3 Amendment or Termination of the Arrangement. The Participating Employer acknowledges that only the Board of Trustees, in its discretion, is empowered to amend the Arrangement. However, the Arrangement may be amended retroactively only to the extent permitted by law. All amendments will be in writing signed by the Plan Administrator. The Participating Employer further acknowledges that GCC has the right to terminate the Arrangement at any time, in accordance with Applicable Law, the Establishment Agreement and By-Laws, by delivering written notice to the Board of Trustees. This Participation Agreement will automatically terminate if the Arrangement is terminated.

5.4 Compliance with Trust; Participating Employer Cooperation. By signing this Participation Agreement, Participating Employer also agrees to abide by the terms and conditions of the Trust Agreement and, in accordance with the provisions of Section 2.1 of this Participation Agreement, to elect Trustees to handle the funds of the Arrangement and take certain actions on behalf of the Arrangement, as specified in the Trust Agreement and By-Laws. Participating Employer agrees to comply with all reasonable requirements of the Trust for the efficient and lawful operation and administration of the Arrangement, including the terms of any agreement between the Trust and a third party administrator. Without limitation, Participating Employer agrees, upon the reasonable request of the Trust or its designee to provide, on a timely basis, all notices, communications and other materials respecting the Arrangement to Participants, and to provide to the Trust, on a timely basis, all requested information concerning the Arrangement, including enrollment and eligibility information.

5.5 Self-insured Arrangement With Stop Loss. The Participating Employer acknowledges that the Trust provides benefits, as described in the Booklet, to Participants on a self-insured basis. The Trust is financially responsible for the payment of claims for benefits under the Arrangement and other expenses of the Arrangement. In

addition, as required by Applicable Law, the Trust has purchased a Stop Loss Policy which places a maximum limit on the Trust's liability for the health care expenses covered under the Arrangement. The only parties to the Stop Loss Policy are the Trust and Anthem. Neither the Participating Employer nor its Members nor any underlying or component plans shall have any rights or claims under the Stop Loss Policy.

5.6 Claims Administrator. The Trust has retained Anthem as an independent contractor to serve as Claims Administrator. Anthem provides services including, but not limited to, claims processing, access to the provider network, managed care services, pharmacy management services, subrogation and other recovery services.

5.7 Minimum Loss Ratio Rebates. In accordance with Applicable Law in the State of Georgia, The Participating Employer is eligible to receive a rebate for the portion of Premium Equivalent Rate equal to seventy percent (70%) times the Premium Equivalent Rate funding attributed to the Participating Employer less total paid claims attributed to the Participating Employer. The rebate calculation excludes amounts paid or recovered for reinsurance including excess loss and quota share reinsurance. Pharmacy related rebates are credited to the administrative expense of the Arrangement and are excluded from the calculation of minimum loss ratio rebates as they benefit the Participating Employers enrolled in the Arrangement. The calculation of rebated payable for the plan year will be done no later than fifteen months after the end of the plan year and the rebates will be paid eighteen months after the end of the plan year.

ARTICLE VI TERM, TERMINATION, AND REQUEST FOR REINSTATEMENT

6.1 Participating Employer Voluntary Termination. This Participation Agreement will remain in effect until terminated as provided in this Article. Participating Employer may elect to withdraw from the Arrangement and cease offering Arrangement benefits to its Eligible Employees and terminate this Participation Agreement only as of the end of a calendar month by giving written notice to the Plan Administrator at least 60 days prior to the end of such month; provided, however, that the Participation Agreement may be terminated on 30 days' notice if Participating Employer objects to a proposed change to Participating Employer's Premium Equivalent Rate, as described in Section 4.2 of this Participation Agreement. Such withdrawal and termination will be effective at the end of said month only upon ratification and approval by the Plan Administrator. The Plan Administrator will approve such withdrawal if it finds Participating Employer to be in good standing under the Arrangement, that both Participating Employer and the Trust have met all requirements of Applicable Law, and that the Participating Employer has complied with all requirements of the Arrangement and this Participation Agreement as of the proposed effective date of withdrawal and termination. Unless Participating Employer provides advance notice of termination, this Participation Agreement will automatically renew on each anniversary date, upon Participating Employer's payment and Claims Administrator's acceptance of Premium Equivalent Rates unless the Arrangement or Trust terminates.

6.2 Involuntary Termination or Suspension for Non-Payment or Late-Payment. Claims Administrator shall provide to Participating Employer written notice of termination for non-payment of the Premium Equivalent Rate pursuant to the applicable laws of the state of Georgia. In addition, Claims Administrator has the right to suspend performance of its obligations under this Agreement and the Administrative Services Agreement, including but not limited to the obligation to pay claims, with respect to the Participating Employer if full payment is not made by the original due date for payment of the Premium Equivalent Rate. Claims Administrator's receipt and deposit of a payment through its automatic payment procedures or other procedures will not be deemed acceptance of a late payment or waiver of the right to terminate. If coverage is terminated for non-payment, Participating Employer will promptly notify its Participants within 5 days of receipt of notice of termination from Claims Administrator that this Participation Agreement has been terminated due to nonpayment.

6.3 Request for Reinstatement. If this Participation Agreement terminates for nonpayment of Premium Equivalent Rates, Participating Employer may request reinstatement of this Participation Agreement (and coverage under the Arrangement) according to Claims Administrator's policies and procedures, which may include the payment of a reinstatement fee. Claims Administrator, in consultation with Plan Administrator, will determine whether medical coverage under the Arrangement will be reinstated, and notify Participating Employer of the decision. If Participating Employer's medical coverage is reinstated, the coverage will resume as of the date the Participation Agreement is terminated. If the coverage is not reinstated, any unearned Premium Equivalent Rates will be returned to the Participating Employer.

6.4 Involuntary Termination. In addition, and notwithstanding any other provision of this Participation Agreement, the Plan Administrator may involuntarily terminate the Participating Employer's participation in the Arrangement upon a finding by the Board of Trustees that the Participating Employer has:

- a. failed to comply with Applicable Law;
- b. failed to comply with this Participation Agreement or with the By-Laws, Trust, or other documents under which the Arrangement is operated; or
- c. failed to discharge its obligations to the Arrangement when due.

Such involuntary termination will be effective at a time stated in a written notice from the Plan Manager to the Participating Employer, as required by applicable law or regulations. Participating Employer will provide any notice regarding a Participant's right to other coverage. Claims Administrator will not administer benefits for medical services rendered after the effective date of termination, except as otherwise provided in the Booklet or required by law.

ARTICLE VII PARTICIPATING EMPLOYER REPRESENTATIONS AND ACKNOWLEDGMENTS

7.1 Member in Good Standing. The Participating Employer is a member in good standing with one or more Chambers of Commerce authorized to offer the Arrangement.

7.2 Review of this Participation Agreement. The Participating Employer has read this Participation Agreement and agrees to be bound by its terms.

7.3 Review of Trust Agreement and Arrangement Documents. The Participating Employer has received and read a copy of the Trust Agreement and the Arrangement documents, agrees to be bound by their terms, and understands that its compliance with their terms is a prerequisite to the provision of services to the Arrangement and to Participants.

7.4 Acknowledgement of Structure of Arrangement. Participating Employer expressly acknowledges that, pursuant to Applicable Law, Arrangement benefits are provided through an arrangement that spreads risk among Participating Employers. Participating Employer expressly acknowledges and agrees that the Premium Equivalent Rate and any other amounts it contributes to the Arrangement may be commingled with contributions made by all other Participating Employers in the Arrangement and that all of the assets of the Arrangement, once contributed by a Participating Employer, may be used to pay any benefit of any Member in the Arrangement, including benefits attributable to Members of other Participating Employers.

7.5 Arrangement's Use of Premium Equivalent Rates. The Participating Employer expressly acknowledges and agrees that neither it nor its Members (nor its underlying or component plan, if any) shall have any vested or property right of any kind in the Premium Equivalent Rate paid by Participating Employer with respect to the Arrangement, and all property rights and vested interests of any sort in such amounts, or any remainder thereof, shall belong to the Trust. The Participating Employer has determined, based on its review and evaluation of this Participation Agreement, the Trust Agreement, and other documents available to it, that it is in its and the Arrangement's interest to enter into the contribution and funding arrangement for the Arrangement described therein. This includes the feature of the Arrangement in which excess funds attributable to a particular Participating Employer's claims experience will not be returned to that Participating Employer but shall be retained by the Trust and may be used by the Trust to defray the Arrangement's expenses, including but not limited to payment of claims incurred by Participants of other Participating Employers.

7.6 Compensation Paid to Parties. As a fiduciary of its underlying component plan, if any, and the overall Arrangement, the Participating Employer is aware that compensation is being paid by the Trustee on behalf of the Arrangement to the Plan Administrator, Claims Administrator, Plan Manager and any broker designated by Participating Employer. Participating Employer hereby approves such compensation as reasonable.

7.7 Authorization to Enter Into Participation Agreement. Participating Employer is authorized to enter into this Participation Agreement.

ARTICLE VIII GENERAL PROVISIONS

8.1 Participation Agreement/Amendment. Except as expressly provided herein, this document and any attachments or exhibits contains the entire agreement between the parties and supersedes any prior discussions, negotiations, representations, or agreements among them respecting the subject matter. Except as provided in Section 5.3 of this Participation Agreement, no additions or other changes to this Participation Agreement will be made or be binding unless made in writing and signed by each party to this Participation Agreement.

8.2 Applicable Law and Venue. To the extent not preempted by ERISA, the Code, or any other laws of the United States heretofore or hereafter enacted, this Participation Agreement will be administered, construed, and enforced according to the laws of the State of Georgia without any recognition to conflicts of laws. The parties agree that exclusive venue for any litigation arising under this Participation Agreement lies with the Courts of Fulton County, Georgia and further, agree to submit (jointly and individually) to the personal jurisdiction of such courts.

8.3 Assignment/Benefit. This Participation Agreement will not be assigned by either party without the prior written consent of the other party. The provisions of this Participation Agreement are for the sole and exclusive benefit of the parties hereto and no third party beneficiary is intended or will be entitled to rely hereon.

8.4 Gender and Number. Whenever in this Participation Agreement the masculine gender is used, it will be deemed to include the feminine and neuter genders as well, and singular usage will include plural usage, and vice versa, as the context will require.

8.5 Headings. Headings and numbers in this Participation Agreement are included for convenience of reference only. If there is any conflict between any of the numbers and headings and the text of this Participation Agreement, the context will control.

8.6 Non-Alienation. None of the benefits, payments, proceeds or claims of any Participating Employer or of a Member will be subject to any claim, attachment, or garnishment of any creditor, nor will any Participating Employer or beneficiary of a Member have any right to alienate, anticipate, commute, pledge, encumber, or assign any of the benefits or payments which are expected to be received under the Plan and the Trust, and any attempt to accomplish the same will be void.

8.7 Notice. Any notice, order, instruction, objection, or action of GCF Benefit Plan, by any person or entity designated in writing by GCF Benefit Plan, by the Board of Trustees, the Plan Administrator or the Claims Administrator, will be in writing and signed by an authorized representative. GCF Benefit Plan and Board of Trustees will act and be fully protected in acting in accordance with any direction embodied in such writings. The notice will be deemed given when:

a. delivered personally to that party; or

b. deposited in the United States mail, certified and first-class postage prepaid, addressed to that party at, or delivered to, the address specified below. Said address will constitute the last address of record for said party unless the address has been changed by similar written notice to the other party. Notice also may be provided electronically provided both parties have agreed, in writing, to accept and receive electronic notices.

If to the Arrangement:
Georgia Chamber Federation Benefit Plan
Plan Administrator
270 Peachtree St NW
Atlanta, Georgia, 30303

If to Participating Employer

8.8 Non-Waiver. No failure by either party to insist upon strict compliance with any term of this Participation Agreement, enforce any rights, or seek any remedy upon any default of the other party will affect, or constitute a waiver of, the other party's right to insist upon such strict compliance, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default; nor will any custom or practice of the parties at variance with any provision of this Participation Agreement affect, or constitute a waiver of, either party's right to demand strict compliance with all provisions of this Participation Agreement.

8.9 Severability. The intention of the parties to this Participation agreement is to comply fully with all laws and public policies, and this Participation Agreement will be construed consistent with all laws and public policies to the extent possible. If, and to the extent that any court of competent jurisdiction is unable to so construe part or all of any provision of this Participation Agreement, and holds that part or all of that provision to be invalid, such invalidity will not affect the balance of that provision or the remaining provisions of this Participation Agreement, which will remain in full force and effect.

8.10 HIPAA. The Participating Employer agrees to protect the confidentiality of all personal information obtained in connection with the Arrangement. The Participating Employer may receive enrollment information and summary information from Plan Administrator, but shall not receive any protected health information (or PHI) and electronic protected health information (or ePHI) as defined under HIPAA and the Health Information Technology for Economic and Clinical Health Act ("HITECH") as amended without proper consent.

8.11 Tax Treatment. The Participating Employer acknowledges that one or more Arrangement benefits may be subject to discrimination rules and other statutes which may govern how contributions and benefits are made to and from the Trust. The Participating Employer will be solely responsible for determining the tax treatment of contributions and benefits to and from the Trust.

8.12 No Third Party Benefit. This Participation Agreement is made solely for the benefit of the parties hereto, their respective successors, heirs, personal and legal representatives, and permitted assigns. No other person will acquire or have any right by virtue of this Participation Agreement.

IN WITNESS WHEREOF, the Participating Employer has signed this Participation Agreement, intending to be legally bound thereby, on the date first written above.

PARTICIPATING EMPLOYER

By: _____

Title: _____

Date: _____

EXHIBIT 1

The Georgia Chamber Federation Benefit Plan (the "Arrangement") is an employee welfare benefit plan as defined in Section 3(1) of the Employee Retirement Income Security Act of 1974 (ERISA), and is a multiple employer welfare arrangement (MEWA) as defined in Section 3(40) of ERISA. The Arrangement provides group health benefits on a self-insured basis through a Trust. The Arrangement has been organized as a "non-plan MEWA" as the term is used under ERISA. This means that each employer participating in the Program ("Participating Employer") is the Plan Sponsor of its own employee benefit plan providing health benefits to its employees. The Arrangement functions as a centralized administrative service and funding mechanism for Participating Employers.

Following is a summary of key compliance activities that must be performed by each Participating Employer as the Plan Sponsor for its own employee welfare plan, with a description of the services performed by the Arrangement to assist Plan Sponsors in fulfilling their compliance responsibilities.

1. IRS Forms 1094-B and 1095-B

All entities that provide minimum essential coverage to an individual during a calendar year must file an information return with the IRS reporting the coverage. Filers use Form 1094-B (transmittal) to submit Form 1095-B (returns). Each Participating Employer, as the Plan Sponsor of their own employee welfare plan, bears the responsibility to file its own 1095 returns. To assist Participating Employers, the Arrangement will provide summary 1095 reporting for each Participating Employer. Participating Employers must review, amend, and add to the summary reporting as necessary, and submit the completed filing directly with the IRS in order to satisfy their filing requirement. Please consult your tax professional for further details about 1095 reporting requirements.

2. IRS Form 5500

The Arrangement will prepare and file IRS Form 5500-DFE (Direct Filing Entity) which summarizes the financial results of the entire Arrangement. Separately, IRS Form 5500-SF (Short Form) must be prepared for each individual Participating Employer, which reports their pro-rata share of the financial results for the entire Arrangement. The Arrangement will prepare and submit Form 5500-SF on behalf of each Participating Employer, and will provide notice to each Participating Employer upon its submission to the IRS.

3. Summary Annual Report

The Arrangement will prepare the Summary Annual Report (SAR) within 9 months subsequent to plan year end date. The SAR is a narrative summary of the Plan's financial status and summarizes the information on Form 5500. When completed, the SAR will be made available to Participating Employers through their broker.

4. Required Documents, Notices and Disclosures

Following is a listing of required documents, notices and disclosures that must be provided to participating employees to comply with ERISA and other regulatory requirements. These items will be prepared by the Arrangement or its Claims Administrator, and will be made available to Participating Employers through their broker. Please contact your broker directly for copies of the following:

- Summary Benefit Comparison (SBC)
- Continuation Notice
- Medicare Part D Creditable Coverage Notice
- HIPAA Special Enrollment Rights
- Women's Health Cancer Rights Act
- Children's Health Insurance Program (CHIP) Reauthorization
- HIPAA Privacy Notice
- Plan Document
- Summary Plan Description (SPD)
- Summary of Modification (SMM) (if applicable)
- Summary of Material Reduction (SMR) (if applicable)