YOUR PENSION PLAN

AT MARTA

SUMMARY DESCRIPTION OF THE
PENSION PLAN
FOR NON-REPRESENTED EMPLOYEES
(EXCEPT TRANSIT POLICE)
OF THE
METROPOLITAN ATLANTA
RAPID TRANSIT AUTHORITY
(MARTA)

As Amended and Restated through January 1, 2015

October 2018

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TO ALL NON-REPRESENTED EMPLOYEES:

YOUR PENSION PLAN

MARTA sponsors a number of important benefits for its employees. The Plan described in this booklet -- the MARTA Non-Represented Pension Plan, effective January 1, 1958, as amended and restated through January 1, 2015 and subsequently amended, is one of the most valuable of those benefits to your family.

Without a pension program, most working people simply would not have enough income to live comfortably after retirement. You would probably have Social Security, of course, and perhaps some income from personal savings and investments, but all of those combined, in most cases, cannot assure a working man or woman of a reasonable retirement income.

Social Security payments will commence at age 62 or later based on your election. For most qualified, long-service employees who stay on the job until you qualify for full Social Security benefits (currently, age 67 if you were born in 1960 or later) your Plan benefits, combined with Social Security, will replace about three-fourths of pre-retirement earnings.

The cost for this future financial security is shared between you and MARTA. Currently, you contribute 7.0% of your pay towards the total cost, and MARTA assumes the remaining cost of funding and administering the Plan for the benefit of all eligible employees.

Please read this Booklet carefully. The Plan includes several options you may select in your retirement planning. These options affect such things as when and how your benefits are paid. To make full use of these options, it is important that you fully understand them.

Your retirement benefits can only be paid to you if you can be located. Be sure that the Plan Administrator always has your current address.

Your retirement planning affects both you and your family. You should keep this Booklet in a safe place and let your family know where it is.

If you have any questions about the Plan after reading the Booklet, please contact the Plan Administrator who will be glad to discuss the Plan with you.

We are pleased to be able to provide this updated Plan.

Management Pension Committee
MARTA Non-Represented Pension Plan

MARTA NON-REPRESENTED PENSION PLAN

The goal of the MARTA Non-Represented Pension Plan (the "Plan") is to help covered employees who spend their careers with MARTA enjoy a financially secure retirement.

However, the Plan alone will not be sufficient. Other important sources of your retirement security will be:

- Federal Social Security, to which both you and MARTA make equal contributions,
- The 457 tax sheltered deferred compensation plan in which you may voluntarily participate, and
- Your own personal savings.

The primary purpose of the Plan is to provide retirement income; however, it may also offer valuable benefits upon your termination of employment, death, or disability.

This Booklet will help you become familiar with the benefits available to you through the Plan. Please read the following pages or see the Plan Document for a more complete explanation of your coverage.

This Booklet outlines for you the important parts of the Plan which you will wish to know. It is not burdened with legal and technical language which is, nevertheless, necessarily included in the formal Plan Document and the Trust Agreement.

Therefore, you should understand that if this Booklet appears to have a different meaning from the Plan Document in any respect, the Plan Document and the Trust Agreement shall govern. A copy of the Plan Document is available to you from the Plan Administrator should you desire to read it.

Nothing contained in the Plan or this Booklet shall constitute a contract or in any way create contractual rights, whether expressed or implied, or be construed as giving any person any legal or equitable right or claim of any nature, except to the extent that the right is specifically fixed under the terms of the Plan, subject to the right of MARTA to amend, curtail, or terminate the Plan, as described in Section XI of this Booklet.

SECTION I
GENERAL INFORMATION

(1) **Name Of Plan** -- The name of the Plan is the Non-Represented Pension Plan for Employees of the Metropolitan Atlanta Rapid Transit Authority (the MARTA Non-Represented Pension Plan or the Plan).

(2) **Booklet** -- This summary plan description of the Plan.

(3) **Plan Document --** The formal technical document describing all rights and benefits of the Plan.

(4) **Plan Administrator** -- The administrator of the Plan appointed by the Management Pension Committee.

(5) **Effective Date** -- The Plan was originally effective on January 1, 1958. It has been amended and restated through January 1, 2015 and subsequently amended.

(6) **Employee** -- Any regular, full-time MARTA employee hired prior to January 1, 2005, excluding leased, part- time, co-op or temporary employees. The provisions of the Plan applicable to Transit Police are covered in a separate summary plan description.

(7) **Type of Plan** -- The Plan is a governmental defined benefit pension plan.

(8) **Source of Contributions --** Contributions to the Plan are made by MARTA and all eligible Participants. The amount of MARTA's contribution is actuarially determined. Employees currently contribute 7.0% of pay.

(9) **Transit Police --** employees who are sworn police personnel acting as police officers for MARTA whose job description requires them to be certified by the Peace Officers Standards and Training Counsel.

(10) **Trust Fund** -- MARTA and employee contributions to the Plan are sent regularly to the Trustee. The Management Pension Committee employs money managers to invest the Trust Fund. All assets in the Trust Fund are used for the exclusive benefit of Plan Participants.

(11) **Plan Year** -- The Plan Year is the 12 month period used for maintaining the financial records for the Plan. The Plan Year begins on each January 1 and ends on each December 31.

(12) **Plan Sponsor** -- The Plan is sponsored and maintained by:

MARTA
2424 Piedmont Road, N.E.
Atlanta, Georgia 30324

SECTION I
GENERAL INFORMATION
(Continued)

If you have any questions about the Plan, you should contact MARTA's Employee Benefits Office at:

2424 Piedmont Road, N.E.
Atlanta, Georgia 30324
Telephone: (404) 848-5393

(13) **Plan Trustee** -- The Trustee of the Plan is The Northern Trust Company. The Trustee's address is 50 South La Salle Street, Chicago, Illinois 60603.

(14) **Legal Matters** -- Legal process should be served on MARTA's chief counsel, Elizabeth M. O'Neill, Esq., at 2424 Piedmont Road, N.E., Atlanta, Georgia 30324.

(15) **Type of Administration** -- The Plan is administered by the Plan Administrator appointed by the Management Pension Committee (the "Committee"). The Committee consists of between three and ten members. Currently serving are four employee representatives, two retired Plan Participants, and one member of MARTA's Board of Directors. The Committee is responsible for administering all of the Plan's provisions, providing any forms required for use by Participants, and authorizing any benefit payments from the Plan. Investment of Plan assets is the responsibility of the money managers hired by the Committee.

SECTION II
HIGHLIGHTS OF YOUR BENEFITS

(1) **ACCRUED RETIREMENT BENEFIT** (LIFE ANNUITY BASIS) – This is payable during the Participant's lifetime, in a monthly amount equal to (a) times (b) with a minimum of (c), where:

(a) is the benefit accrual rate of 2.00% for each Year of Credited Service; provided, that for all Participants terminating service on or after January 1, 2001, the benefit accrual rate is increased for all Credited Service to 2.05% per year for retirees with 20 through 29 years of Credited Service and 2.10% per year for retirees with 30 or more years of Credited Service.

(b) is the Average Monthly Plan Compensation; and

(c) is the minimum benefit of $32.50 per Year of Credited Service to 30.

(2) **AVERAGE MONTHLY PLAN COMPENSATION** – 1/12th of the average Compensation for the three Plan Years of the last eight which produce the highest average. For example, suppose your last eight years were from 2010 to 2017, and your earnings were as follows

2010	$35,000	Highest Three
2011	$36,000	2015- $40,000
2012	$37,000	2016- $41,000
2013	$38,000	2017- $42,000
2014	$39,000	Total $123,000
2015	$40,000	
2016	$41,000	
2017	$42,000	

In this example, your Average Monthly Compensation would be $123,000 divided by 36 months, or $3,416.67.

(3) **COMPENSATION** – base salary paid by MARTA before deducting taxes, salary deferrals or salary reduction contributions made to this Plan or any Section 457 or Section 125 plans of MARTA, including contributions under Section 414(h)(2) of the Internal Revenue Code of 1986, as amended (the "Code"), plus bonuses and overtime pay up to 2,080 hours annually, but excluding automobile allowance and excess life insurance taxable income. For employees hired after December 31, 1995, pay in excess of the applicable limit under Code Section 401(a)(17) is not included as Compensation for purposes of the Plan. For 2018, the Code Section 401(a)(17) limit is $275,000.

(4) **PARTICIPANT CONTRIBUTIONS** – As a condition of participation, you will contribute 7.0% of your Compensation to the Plan currently. Your contributions will provide a benefit floor for you. MARTA will contribute an actuarially determined amount to the Plan to fund any balance of your benefit. (Note: MARTA's contribution is a group rate for all employees. Because pension, disability, and death benefit costs increase dramatically with age, MARTA's contribution is increasingly allocated to the older ages.)

(5) **CREDITED SERVICE** – Years and completed months (each full month equaling 8-1/3% or .083 of a year) of continuous full-time employment with MARTA. See Section III for more information.

Year of Credited Service – each Plan Year during which you complete one year of Continuous Service (as defined in Section III) with MARTA.

(6) **DISABILITY BENEFIT** – If you are receiving Workman's Compensation or become totally disabled, either permanently or temporarily, you will receive your Normal Retirement Benefit at your Normal Retirement Date, based on Credited Service and continuation of Compensation during the period of disability or while receiving Workman's Compensation. Your contributions are waived for the duration of your disability.

If you die while receiving disability payments from MARTA (such as temporary/short-term disability or permanent/long-term disability or Workman's Compensation) and prior to your Normal Retirement Date, the death benefit described in Section VIII(3) is payable counting salary and service up to the date of death.

(7) **EARLY RETIREMENT DATE OR EARLY RETIREMENT**– Retirement with completion of five Years of Credited Service (i) at or after age 55 (but prior to age 62) or (ii) with at least 60 Points (but less than 80 Points).

(8) **ELIGIBILITY** – Full-time, regular employees of MARTA hired prior to January 1, 2005, who have not transferred into the MARTA Non-Represented Defined Contribution Plan (the "Non-Rep DC Plan") and who are not active participants in the MARTA / ATU Local 732 Employees Retirement Plan (the "Union Plan"). The provisions of the Plan applicable to Transit Police are covered in a separate summary plan description.

(9) **MAXIMUM BENEFIT** – The maximum benefit limitations as specified in Section 415 of the Code apply.

(10) **POINTS –** Age plus Credited Service determined on the date your employment with MARTA terminates.

SECTION II
HIGHLIGHTS OF YOUR BENEFITS
(Continued)

(11) **MINIMUM BENEFIT (LIFE ANNUITY BASIS)** – $32.50 for each Year of Credited Service (prorated for completed months) to a maximum of 30 years. The Minimum Benefit may be reduced for Early Retirement, as discussed in Section IV(2).

(12) **NORMAL PAYMENT FORM** – 50% Joint and Survivor Annuity. Important Note: Unless a notarized spousal consent is obtained, an actuarially equivalent 50% Joint and Survivor Annuity will be the automatic form of payment if you are married for at least one year at your retirement date. If you not married throughout the one year period prior to your retirement date, the automatic form of payment is a single life annuity.

(13) **NORMAL (AND DELAYED) RETIREMENT DATE** – Retirement at age 62 or later, with completion of 5 Years of Credited Service.

(14) **PAYMENT OPTIONS** – Your benefit can be paid in the form of a life annuity, life annuity with a minimum number of payments guaranteed, or other options described in Section VI.

(15) **TERMINATION BENEFIT** – If your employment ends before you can retire, but you have at least five Years of Credited Service, you are entitled to a Termination Benefit, as described in Section V. You may be entitled to a refund of your contributions plus 5% annual interest, as described in Section V.

SECTION III
SERVICE

(1) **CONTINUOUS SERVICE** means your unbroken employment from the most recent beginning date of employment, including sick leave, any "buy-back" (on or prior to December 31, 2013) and prior service under the Union Plan, excluding any service credit for the same period from both this Plan and the Union Plan. However, see Section VI(10) of this Booklet for more information regarding transfers between the Union Plan and the Plan. Your continuous service with MARTA will not be broken in the event of an absence due to sickness or injury, any leave duly authorized by MARTA for an approved purpose, including those recognized by the Family and Medical Leave Act of 1993, or any authorized absence for service in the armed forces of the United States in accordance with federal law governing reemployment of veterans. Absences will be authorized on a nondiscriminatory basis, and all employees in similar circumstances will receive uniform and consistent treatment.

(2) **CREDITED SERVICE** means your completed years and calendar months of Continuous Service with MARTA and its predecessors, determined in accordance with MARTA's records, from your date of full-time employment to your date of termination. (Note: part of a month counts as a full month in the month of termination but not the month of hire).

For example, assume that you came to work at MARTA on February 10, 1978, and that you terminate on November 17, 2000. You would have 22 full years (March 1, 1978, to March 1, 2000) and nine months (March 1, 2000, to December 1, 2000) of Credited Service at termination.

Failure to return to the employ of MARTA by the end of any period of absence specified in (1) above will be considered a termination of employment at the time your period of absence began.

If you return from uniformed service in the armed forces of the United States, you are entitled to Credited Service during your period of leave, provided you pay, within a specified time period, the applicable Participant contributions you would have paid had you been employed by MARTA during the period of uniformed service.

(3) **REEMPLOYMENT AFTER TERMINATION OR RETIREMENT**

The Plan is closed to former Employees rehired after December 31, 2013. No rehired former Employee (whether retired or not) may "buy-back" and return any cash refund plus interest and be restored in prior Credited Service. Rehired Employees will not again participate in the Plan or accrue benefits under the Plan for service after their reemployment date but will instead participate in the Non-Rep DC Plan.

SECTION III
SERVICE
(Continued)

For former Employees rehired on or before December 31, 2013, any benefit to which you became entitled under the Plan will be appropriately adjusted, in a uniform and nondiscriminatory manner, to take into account any benefit to which you became entitled under this Plan due to your prior employment. In no event will there be a duplication of benefits due to your several periods of employment.

SECTION IV
YOUR RETIREMENT BENEFIT

(1) NORMAL RETIREMENT BENEFIT

If you retire on your Normal Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit. Your "Normal Retirement Date" is the last day of any month following your attainment of age 62 and your completion of five Years of Credited Service. Your pension payments begin on the first day of the following month.

Your Accrued Retirement Benefit is equal to 2.0% (2.05% if 20 – 29 Years of Credited Service, 2.10% if 30 or more) x Years of Credited Service x Average Monthly Plan Compensation.

Normal Retirement Example

Suppose you retire at age 62 and have completed 25 Years of Credited Service. Using the Average Monthly Plan Compensation of $3,416.67 (previously illustrated in Section II(2)), your monthly Normal Retirement Benefit would be calculated as follows:

(25 Years x 2.05%) x $3,416.67 = $1,751.04

This amount is in addition to your Social Security benefit, half of which is paid for you by MARTA in the form of F.I.C.A. taxes.

<u>Important Note</u>: If you have been married for one year or more, the normal form of payment is a 50% Joint and Survivor Annuity. The life annuity benefit shown in this example would be reduced to provide for 50% continuation to any eligible surviving spouse, unless you waive this benefit form with notarized spousal consent and elect an optional one.

Minimum Benefit

The Minimum Benefit is $32.50 per month for each Year of Credited Service (prorated for years and months) up to a limit of $975 after 30 years.

For example: Suppose you are an employee who is retiring at age 62 with 10 Years of Credited Service with Average Monthly Compensation of $3,500. Under the regular formula, your monthly Normal Retirement Benefit would be calculated as follows:

10 Years x 2.0% x $3,500 = $700.00

Your Minimum Benefit, however, would be $32.50 times 10 Years of Credited Service, or $325.00 per month. Therefore, you would not receive the minimum benefit of $325.00 per month, since it is less than the $700.00 calculated under the regular formula.

SECTION IV
YOUR RETIREMENT BENEFIT
(Continued)

(2) EARLY RETIREMENT BENEFIT

If you retire on your Early Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit (calculated the same as a Normal Retirement Benefit) unreduced if you are age 62 with five Years of Credited Service, or you have 30 Years of Credited Service, or you have 80 Points. Otherwise, your benefit is reduced by the lesser of:

(a) 3% times each year of age at retirement below 62. You must be at least age 55 to receive an Early Retirement Benefit.

(b) 3% times the difference of 80 and your Points at termination. You must have at least 60 Points to receive an Early Retirement Benefit.

Minimum Benefit

The Minimum Benefit would be paid if it is larger than the amount in (a) or (b) above. The Minimum Benefit is calculated as follows:

- The Minimum Benefit is not reduced for Early Retirement if you retire under (a) (*i.e.*, you retire on or after age 55 but before age 62).
- The Minimum Benefit is reduced for Early Retirement if you retire under (b) (*i.e.*, you have at least 60 Points but less than 80 Points). The Minimum Benefit will be reduced by 3% for each year (or fraction of a year) below age 62.

You may choose to start receiving your monthly benefit immediately, or defer it until your deferred commencement date. If you retire under (a), the benefit will be larger for each month that you defer, because the reduction for early payment is dependent upon your age at actual commencement of payment in (a) above. The reduction becomes smaller as your age at commencement of the payment grows larger. If you retire under (b), however, the benefit will not change for each month you defer because the benefit and your Points are fixed at the date of your termination.

Early Retirement Example

Suppose you decide to retire seven years early at age 55. Your Average Monthly Plan Compensation at retirement is $5,000, and your Credited Service is 20 years.

20 Years x 2.05% x $5,000 = $2,050.00

SECTION IV
YOUR RETIREMENT BENEFIT
(Continued)

Because the benefit will begin before age 62, it must be reduced to reflect a longer period of payments. The benefit reduction is calculated two different ways outlined as follows:

(a) Age 62 minus age 55 = 7 years
7 years x 3% = 21% reduction

(b) 80 minus your Points = 80 – (55+20) = 5
5 x 3% = 15% reduction

The smaller reduction is 15% under (b) above. Therefore, your benefit would equal $2,050 x 85%, or $1,742.50. This amount is larger than the Minimum Benefit equal to $650 (20 years x $32.50), reduced by 15% for early payment. Therefore you would receive $1,742.50 per month beginning at age 55.

Important Note: If you have been married for one year or more, the normal form of payment is a 50% Joint and Survivor Annuity. The life annuity benefit shown in this example would be reduced to provide for 50% continuation to any eligible surviving spouse, unless you waive this benefit form with notarized spousal consent and elect an optional one.

You should weigh several factors carefully before you decide to retire early:

1. Your benefit amount will be less because you have fewer years of service. In addition, your Average Monthly Plan Compensation might be smaller than it would be if you stayed until reaching age 62.

2. If you choose to have payments begin before age 62, your benefit amount may be further reduced.

3. Under current law, you cannot begin drawing reduced Social Security benefits until you are at least age 62; unreduced Social Security benefits are not available until you reach your retirement age as defined by the Social Security Administration, and some Social Security benefits will be lower if you quit work before that age.

If you are considering Early Retirement, please contact the Plan Administrator who will review your benefits with you. If you decide to retire early, be sure to notify the Plan Administrator in advance.

SECTION IV
YOUR RETIREMENT BENEFIT
(Continued)

(3) DELAYED RETIREMENT BENEFIT

If you continue to work after your Normal Retirement Date, that is, you retire on your Delayed Retirement Date, the monthly benefit payable to you is equal to your Accrued Retirement Benefit determined as of your Delayed Retirement Date. The Delayed Retirement Date is the last day of the month in which you leave active service.

(4) CODE LIMITATIONS - In most cases, you will receive the full amount of your Accrued Retirement Benefit computed under the Plan. Under certain conditions, however, limitations required by Section 415 of the Code may affect the amount of your benefit. It is most unlikely these limitations will apply. However, if they do apply, they will be reported to you by the Plan Administrator.

SECTION V
PAYMENT OF YOUR BENEFITS UPON TERMINATION

(1) **TERMINATION BENEFIT** - The retirement benefits provided by the Plan are payable to you on your Early, Normal or Delayed Retirement Date. If your employment ends before you can retire but you have at least five Years of Credited Service, you are entitled to a Termination Benefit.

Your Termination Benefit equals your Accrued Retirement Benefit with Years of Credited Service determined as of your termination date.

Your Termination Benefit will be held in the Plan for payment to you beginning on the first of the month next following your 62^{nd} birthday. However, you may elect to receive your Termination Benefit after age 55, in which case, your Termination Benefit will be reduced 3% for each year (or fraction of a year) below age 62. Your Termination Benefit is payable in any of the forms described in Section VI.

A Minimum Benefit is payable if it is greater than the Termination Benefit calculated under the regular formula. The Minimum Benefit is reduced 3% for each year (or fraction of a year) below age 62.

Termination Benefit Example

Suppose you leave MARTA at age 50 after completing eight Years of Credited Service. Your Average Monthly Plan Compensation is $4,000. Your Termination Benefit is calculated as follows:

Regular Formula:

8 Years x 2.0% x $4,000 = $640 Per Month

Minimum Benefit Formula:

8 Years x $32.50 = $260 Per Month

You could wait until age 62 to begin receiving your unreduced benefit, or you may start receiving a reduced benefit as early as age 55. Suppose, however, you decide to begin receiving your Termination Benefit at age 60. It is reduced as follows:

62 minus age at retirement (60) = 2
2 Years x 3% = 6% reduction

Therefore, your monthly benefit would equal $640 x 94%, or $601.60. This amount is larger than the Minimum Benefit of $260, reduced by 6% for early payment.

SECTION V
PAYMENT OF YOUR BENEFITS UPON TERMINATION
(Continued)

(2) REFUND OF CONTRIBUTIONS

(a) If you terminate employment and have less than five Years of Credited Service as of your termination date, you will receive a lump sum refund of your contributions with interest compounded annually at 5% per annum.

(b) If you terminate employment and have at least five, but less than 10 Years of Credited Service, then in lieu of the Termination Benefit described in Section V(1), you may elect a refund of your contributions with interest compounded annually at 5% per annum. If you elect this option, you will forfeit rights to all further benefits under the Plan.

(c) If you terminate employment and have 10 or more Years of Credited Service, you may elect a refund of either your pre- or post-tax contributions with interest, or of both, compounded annually at 5% per annum, and retain your vesting in any employer provided benefit (minimum 50% of your Accrued Retirement Benefit) payable on or after age 62, or payable from age 55 in a reduced amount.

(d) A Participant (but not a Beneficiary) may elect the following immediate refund and forfeit any further benefit from the Plan. You must elect this option within 45 days after your termination.

Refund of employee contributions with interest compounded at 5% per annum, increased as follows:

Years of Non-Union Credited Service	Multiplier
0	100%
1	120%
2	140%
3	160%
4	180%
5 or more	200%

You have several choices for the method of payment of your retirement benefits. If you are married for the one year period ending on the earlier of your annuity starting date or the date of your death, your benefits will automatically be reduced and paid in the form of an actuarially equivalent 50% Joint and Survivor Annuity. Otherwise, your benefits will be paid as a life annuity.

SECTION VI
PAYMENT OF YOUR BENEFITS UPON RETIREMENT

The 50% Joint and Survivor Annuity is automatic for employees married one year or more, unless you waive this benefit form with notarized spousal consent, and elect an optional form. Information regarding your election will be provided to you shortly before your annuity payments are to begin.

If you wish, you may elect to receive your benefits in one of the optional forms described below. If you choose an optional form of benefit, your elections and designation of Beneficiary (other than for a lump sum death benefit) must be made within the 90-day period prior to your annuity start date.

(1) SINGLE LIFE ANNUITY

Monthly payments to you for as long as you live. No further payments are due after your death. Life annuity is automatic for single employees and employees married less than one year, unless you waive this benefit form. Information regarding your election will be provided to you shortly before your annuity payments are to begin.

(2) LIFE ANNUITY WITH A MINIMUM NUMBER OF PAYMENTS

A reduced monthly benefit payable for a specified minimum number of months (not exceeding 180 nor extending beyond your 85^{th} birthday) and continuing for your remaining lifetime.

(3) JOINT AND SURVIVOR ANNUITY

Monthly payments to you for as long as you live, with the survivor's benefit payable to your Beneficiary upon your death. Benefit payments will begin on your retirement date and stop upon the death of the last to die of you and your Beneficiary. If you choose this option, and your Beneficiary dies before you do, you may not designate a new or contingent Beneficiary. The amount of monthly retirement benefit payable to you is determined in the same manner as a Life Annuity and then actuarially reduced to reflect the coverage to two lives rather than one. The amount continued to your Beneficiary is a percentage of the benefit you were receiving. You may elect percentages of 50%, 75%, or 100% to be continued.

(4) MODIFIED JOINT AND SURVIVOR ANNUITY WITH POP UP

If your designated Beneficiary dies within two years after the payments have commenced, your benefit will be restored, or popped up, to its original (Life Annuity) level. Your initial Joint and Survivor Annuity will be actuarially reduced to provide this option.

(5) LUMP SUM PAYMENT OF EMPLOYEE CONTRIBUTIONS PLUS 5% INTEREST

You or your Beneficiary may elect this lump sum with the actuarial equivalent of the remaining benefit paid in one of the forms described in (1) through (4) above, as elected.

SECTION VI
PAYMENT OF YOUR BENEFITS UPON RETIREMENT
(Continued)

(6) LUMP SUM PAYMENT OF 200% EMPLOYEE CONTRIBUTIONS PLUS 5% INTEREST

Under this option (which requires five years of Non-Union Credited Service) no further benefits are payable.

(7) PAYMENTS MADE TO YOU

Under all options, the sum of all payments made to you and/or your Beneficiary will at least equal your contributions plus 5% interest calculated to date of retirement.

(8) ELECTIONS - To have your benefits payable in any form you must make an election. Your election must be in writing and must be filed with the Plan Administrator within the 90-day period prior to your annuity start date.

Once a choice as to form of benefit is made and accepted by the Committee, it cannot be rescinded without written consent of the Plan Administrator and your spouse, if married one year or more, conditioned upon satisfactory evidence of your, or if the Joint and Survivor Annuity option has been elected, the Beneficiary's, good health. In no event will the consent of the named Beneficiary (other than your spouse) be required as a condition to your right to revoke or change any option previously elected.

Any revocation or change of an election of a benefit option, or designation of a Beneficiary for benefits other than a lump sum death benefit, must be made prior to the annuity start date. For lump sum death benefits, any revocation or change of election of optional benefits, or designation of Beneficiary, must be made prior to the date employment ceases (by retirement or otherwise).

SECTION VI
PAYMENT OF YOUR BENEFITS UPON RETIREMENT
(Continued)

(9) OPTION EXAMPLES

Let us look at the amounts payable under each option to a 62 year-old employee with a 59 year-old spouse, using a $2,400 monthly benefit payable under the life annuity form as an example:

If Employee Elects This Type Of Payment	Employee Receives	Beneficiary Receives when Employee Dies
Life Annuity (Normal Form) If married less than one year	$2,400.00 monthly for life	Nothing unless the refund of contributions minimum applies
Life Annuity with Five Years Certain	$2,375.58 monthly for life	$2,375.58 monthly for the remainder of the five years following retirement (if any)
Life Annuity with Ten Years Certain	$2,307.51 monthly for life	$2,307.51 monthly for the remainder of the ten years following retirement (if any)
Life Annuity with Fifteen Years Certain	$2,209.79 monthly for life	$2,209.79 monthly for the remainder of the fifteen years following retirement (if any)
50% Joint and Survivor with no Pop Up (Normal Form) if Married one or more years	$2,172.00 monthly for life	$1,086.00 monthly for life
50% Joint and Survivor with Pop Up	$2,165.48 monthly while Beneficiary is alive and $2,400.00 monthly thereafter if the beneficiary dies within the first two years	$1,082.74 monthly for life
75% Joint and Survivor with no Pop Up	$2,076.00 monthly for life	$1,557.00 monthly for life
75% Joint and Survivor with Pop Up	$2,067.70 monthly while Beneficiary is alive and $2,400.00 monthly thereafter if the beneficiary dies within the first two years	$1,550.77 monthly for life

100% Joint and Survivor with no Pop Up	$1,987.20 monthly for life	$1,987.20 monthly for life
100% Joint and Survivor with Pop Up	$1,977.26 monthly while Beneficiary is alive and $2,400.00 monthly thereafter if the beneficiary dies within the first two years	$1,977.26 monthly for life

(10) **TRANSFERS TO OR FROM THE PLAN** – Under the Amended and Restated Transfer Agreement between MARTA and ATU Local 732 (the "Union"), if your employment status changes on or after January 1, 2018 and you become a Union employee, you may elect to continue to participate in this Plan or transfer to the Union Plan if you have at least two Years of Credited Service. If you have less than two Years of Credited Service, you will automatically be transferred to the Union Plan when your employment status changes. You must make your election in a Transfer Agreement Acknowledgement which the Committee will provide to you. If you transferred between the plans prior to January 1, 2018, different rules may apply in accordance with the Transfer Agreement then in effect.

If you had a change in employment status and transferred from the Union Plan to this Plan after December 31, 2004 and before January 1, 2018, you may be entitled to a minimum benefit at retirement. The minimum benefit generally equals the benefit you would have received under the Union Plan had you not transferred to this Plan. The minimum benefit is calculated under the terms of the Union Plan, which means that the compensation limits under the Union Plan will apply. To be eligible for the minimum benefit, you must have at least two years of Continuous Service with MARTA on and after January 1, 2018 and retire under the Plan. The following persons are not eligible for the minimum benefit: Employees who do not actively participate in this Plan on or after January 1, 2018, Employees who retired before January 1, 2018, Employees who transferred to the Non-Rep DC Plan or the Union Plan, and Employees represented by the Union.

The rules regarding the determination and payment of benefits of transferred Employees are quite complex. If you contemplate a transfer from one plan to the other, the Committee will furnish a more detailed explanation of those rules. Please be sure you understand those rules BEFORE you decide to transfer.

(11) **TRANSFERS TO OR FROM TRANSIT POLICE STATUS –** In the event you transfer status between non-Transit Police and Transit Police as a result of a change in your employment status, the benefits you are entitled to under the Plan will be based on your status at the time you terminate employment or retire. This means that if you cease being a member of the Transit Police, Plan provisions specific to Transit Police will no longer apply to you. You are only entitled to Transit Police benefits if you participate in the Plan as a Transit Police member at the time you terminate employment or retire.

(12) **REQUIRED DISTRIBUTIONS –** Federal regulations require that your benefit payments begin no later than your "required beginning date." Generally, your required beginning date will be the April 1st of the calendar year following the calendar year in which you attain age 70 1/2 or, if later, the calendar year in which you retire. If you retire after age 70 1/2, your benefits will be actuarially increased to take into account the period after age 70 1/2 during which you do not receive benefits under the Plan. Failure to begin receiving your retirement benefits by your required beginning date may result in your being subject to an excise tax.

SECTION VII
DEATH BENEFIT

(1) DEATH BEFORE TERMINATION OF EMPLOYMENT AND BEFORE NORMAL RETIREMENT DATE

(a) If you die before completing five Years of Credited Service, your Beneficiary will receive a lump sum refund of your contributions with 5% per annum interest.

(b) If you die before age 55 and have five Years of Credited Service, your Beneficiary will receive the benefit which would have been payable had you elected the 50% Joint and Survivor option and died the day after your earliest retirement date. The benefit will be paid to your Beneficiary as of the first day of the month following your earliest retirement date.

(c) If you either (i) have attained age 55 and completed five Years of Credited Service, or (ii) are under age 55 but completed 20 Years of Credited Service, and die while either employed by MARTA or while disabled, or receiving Workman's Compensation, and earning Credited Service under the Plan, your Beneficiary (not your estate) will be eligible for the monthly benefit, commencing the first day of the month following death, which would have been payable had you elected the 50% Joint and Survivor option at the date of death.

(d) Alternatively, your Beneficiary of may elect a lump sum refund of your contributions with interest compounded at 5% per annum and forfeit any further benefit from the Plan, and if the Participant had completed 10 Years of Credited Service, receive an actuarially reduced benefit but not less than 50% of the 50% Joint and Survivor benefit.

(2) DEATH BEFORE TERMINATION OF EMPLOYMENT AND AFTER NORMAL RETIREMENT DATE

Commencing the first day of the month following your death, your Beneficiary will receive any benefit payable under the normal or optional form of benefit elected by you on or before your Normal Retirement Date. This amount will not be less than that described in (1)(c) or (d) above.

SECTION VII
DEATH BENEFIT
(Continued)

(3) DEATH AFTER TERMINATION OF EMPLOYMENT

(a) If you die on or after the date your benefits begin, any death benefit will be paid according to the form of benefit you selected. If you chose a life annuity, your Beneficiary will receive the difference, if any, between your contributions with interest under to the Plan to your benefit commencement date, and the aggregate payments made under the Plan to you.

If you elected a deferred Early Retirement benefit, die after your Early Retirement Date but prior to your deferred commencement date, any death benefit will be paid according to the form of benefit you selected, starting as of the deferred commencement date.

(b) If you are entitled to a Termination Benefit and die after you have terminated employment, but before age 55, your Beneficiary is entitled to the benefit which would have been payable had you elected the 50% Joint and Survivor Annuity based on your Accrued Retirement Benefit, survived until age 55, and died the day after. The benefit will be payable to your Beneficiary the first of the month following what would have been your 55th birthday. Alternatively, your Beneficiary may elect to receive a lump sum refund of your contributions with interest compounded at 5% per annum.

(c) If you have completed 10 Years of Credited Service and die after you have terminated employment, but prior to age 55, your Beneficiary may elect a refund of your contributions with interest compounded at 5% per annum and retain an actuarially equivalent death benefit with a minimum benefit of not less than 50% of the 50% Joint and Survivor benefit.

(4) DEATH WHILE PERFORMING QUALIFIED MILITARY SERVICE

If you die while performing “qualified military service” (as defined by Section 414(u) of the Code), your survivors are entitled to any additional benefits (other than benefit accruals relating to the period of military service) provided under the Plan, had you resumed and then terminated employment on account of death.

(5) YOUR BENEFICIARY

Your Beneficiary will be the person(s) named by you on the Beneficiary Designation form. If you are married one year or more, your spouse will automatically be your Beneficiary unless you demonstrate to the Committee that you have no spouse or your spouse cannot be located. You may designate someone other than your spouse as your Beneficiary if your spouse consents (notarized in writing). If your designated Beneficiary is not living at the time of your death, your spouse will be your Beneficiary; if you have no living spouse, your living descendants will be your Beneficiaries in equal shares; if there are no such descendants, your estate will be your Beneficiary.

SECTION VIII
DISABILITY BENEFIT

(1) ELIGIBILITY

If you are receiving Workman's Compensation or considered temporarily or permanently disabled for purposes of the Plan, you will be entitled to receive a Disability Benefit; however, no period of time following your Normal Retirement Date will be considered as part of the period of disability. You may be considered disabled for purposes of the Plan, based solely on the Committee's determination, if you satisfy the following conditions:

(a) You must be disabled totally and permanently by physical or mental condition as defined by MARTA's long term disability plan resulting from bodily injury, disease, mental disorder which renders you incapable of continuing your usual and customary employment with MARTA.

(b) To be entitled to receive a Disability Benefit, the disability must not have resulted from engagement in war, insurrection, rebellion, or active participation in a riot or criminal enterprise, or from an intentional self-inflicted injury.

(2) DISABILITY BENEFIT - If the Committee determines that you satisfy the above requirements, you will be entitled to a monthly Disability Benefit at your Normal Retirement Date equal to your Normal Retirement Benefit based on continuation of Credited Service and salary to your Normal Retirement Date.

When you reach your Normal Retirement Date you will be paid a pension under the Plan based on your Credited Service both before and during your disability (up to your Normal Retirement Date). Your Average Monthly Compensation will be determined as follows:

(a) Average Monthly Compensation for the period of time that you were disabled will be determined based on the assumption that your compensation in the last full calendar year immediately preceding the calendar year of inception of disability will continue at the same rate for the duration of disability.

(b) Average Monthly Plan Compensation for the period of time you have been disabled will be determined based on the highest paid three years of your final eight Years of Credited Service.

Your contributions to the Plan will be waived for the duration of your disability.

A Participant who recovers from disability will also have service credits and compensation determined as above for the period of time that he was disabled. Continuing proof of disability may be required from time to time, as determined by the Committee.

(3) DISABILITY DEATH BENEFIT

Should a disabled Participant die before reaching his Normal Retirement Date, his Beneficiary will receive the greater of:

(a) If eligible, the 50% Joint and Survivor Annuity described in Section VII(1)(c) based on continuation of Credited Service and Compensation to the date of death; or

(b) If 10 Years of Credited Service has been completed, a lump sum refund of your contributions with 5% per annum interest plus an actuarially reduced benefit but not less than 50% of the 50% Joint and Survivor benefit.

Should a disabled Participant die on or after his Normal Retirement Date, a death benefit, if any, will be paid according to the normal or optional form of benefit selected by you, as described in Section VI.

SECTION IX
MISCELLANEOUS

(1) PENSIONER BENEFIT INCREASES

Each year, the Committee will review the adequacy of pension benefits under the Plan with respect to increases in the cost of living and MARTA's financial condition and ability to fund such an increase. The Committee has authority to recommend any increases if warranted, to the Board of Directors for consideration. However, effective March 2, 2017, there are no automatic increases.

(2) PORTABILITY

(a) If you have prior service at Public Organizations described in (d) below or have prior MARTA Union service you will receive credit if you:

  (i) Have completed five years of Credited Service with MARTA, and

  (ii) "Buy-back" your prior Credited Service by contributing 1.75% of your annual Compensation times the prior service (up to 10 years) to the Plan.

(b) The prior service bought back cannot exceed your MARTA service in the case of prior Public Organization service and there can be no duplication of service for the prior MARTA Union Plan participants.

(c) The additional benefit due to service buy-back is 1% times prior service (up to 10 years) times Average Monthly Plan Compensation.

(d) Public Organization means: a municipality, governmental entity, and/or political subdivision or instrumentality established by the Georgia Legislature and charted by the State of Georgia, located and doing business in Fulton, DeKalb, Clayton, Gwinnett counties and the City of Atlanta, or any other political jurisdiction(s) which may be included in the MARTA district.

(e) All service purchased will be considered a part of your Normal Retirement Benefit and is subject to Code Section 415.

(g) Certain key senior management employees and who are selected by the General Manager/Chief Executive Officer of MARTA are eligible to purchase additional Credited Service if certain conditions are met.

SECTION IX
MISCELLANEOUS
(Continued)

(3) ROLLOVER DISTRIBUTIONS

The law requires that any distributions paid directly to you, other than regular monthly pension payments or distributions required because you have reached the age of 70 1/2, will be subject to a mandatory 20% withholding requirement (of your total distribution less any after tax employee contributions). This requirement cannot be waived.

However, “distributees” (as defined below) can avoid the requirement by having the taxable portion of any lump sum distribution directly “rolled over” into an IRA or another qualified retirement plan.

A “distributee,” for purposes of the Plan, includes an employee or former employee, the employee or former employee’s surviving spouse or former spouse who is the alternate payee under a “qualified domestic relations order” (as defined in Code Section 414(p)). A distributee also generally includes a non-spouse beneficiary of a deceased Participant who is either an individual or an irrevocable trust, but only if the eligible rollover distribution is transferred in a direct trustee-to-trustee transfer.

This means that although you still have 60 days to roll the distribution over if you wish, you would have only the 80% that was paid to you. You would have to pay the other 20% from other sources if you wished to roll over the full 100%. Also, if you rolled over only the 80%, the other 20% would be subject to federal income tax now.

To sum up, if you want to avoid paying current taxes on your distribution, you should have your money rolled over directly to an IRA or another retirement plan. We can describe how to set this up if you desire. The minimum amount that can be transferred is $200. Regular monthly pension payments cannot be rolled over.

You will receive comprehensive tax information and an explanation of your tax alternatives at the time you receive any distribution from the Plan that is eligible to be rolled over. Nevertheless, we strongly advise you to consult your own tax advisor regarding the tax consequences of any distribution you receive from the Plan.

(4) SMALL BENEFITS

Should the net benefit payable to any Participant or Beneficiary be less than $50 per month, payable immediately, payment shall be made in a single sum cash settlement. This eliminates all future rights under the Plan.

SECTION IX
MISCELLANEOUS
(Continued)

(5) TAXATION OF BENEFITS

Since January 1, 1986, your employee contributions have been made on a before- tax basis, as allowed under Section (414)(h) of the Code, so that if they are paid to you or a Beneficiary as a lump sum distribution, they are fully taxable. The portion of the benefit provided by your contributions before January 1, 1986, is not taxable. MARTA will provide the breakdown into taxable and non-taxable amounts for you.

SECTION X
DEFERRED RETIREMENT OPTION PROGRAM

The Deferred Retirement Option Program (DROP) allows an eligible Participant to defer receipt of normal retirement benefits while continuing employment with MARTA without loss of any other employee benefits. Credited Service and Average Monthly Plan Compensation become frozen for purposes of determining pension benefits. Additional service beyond the date of entry into the DROP will not accrue any additional pension benefits.

The deferred monthly retirement benefits under the DROP plus interest will accumulate in the Plan on your behalf for the specified period of DROP participation. Upon termination of employment, you will receive the total DROP benefits in the form you select and will also begin to receive the previously determined monthly normal retirement benefits.

(1) ELIGIBILITY: All Participants may elect to participate in the DROP if they meet the requirements described in this Section X.

(a) An eligible Participant must elect to participate in the DROP within the specified time limits. Thereafter, the DROP election is not available.

(b) Election to participate must be made within 90 days of the date on which you first become eligible for unreduced normal retirement benefits after completion of 30 Years of Credited Service, attainment of age 62 with five Years of Credited Service, or attainment of 80 Points. If you fail to make an election within 90 days, you will forfeit all rights to participate in the DROP.

(2) PARTICIPATION IN THE DROP.

(a) You may elect to participate in the DROP for a fixed period not to exceed 60 months.

If you reach eligibility for unreduced normal retirement benefits and fail to make an election within 90 days, you will forfeit all rights to participate in the DROP.

(b) The beginning date of your DROP participation will begin on the first pensioner pay period after the first day of January, April, July or October subsequent to the date of your election to participate, or as soon as administratively practical thereafter. Your DROP participation will cease at the end of the period you elected (not to exceed 60 months).

(c) Upon electing to participate in the DROP, you must submit forms required by the Committee indicating the dates your DROP will begin and end.

(d) Election to participate in the DROP, once approved by the Committee, is irrevocable. You may terminate employment at any time but must retire by the date you elect.

(e) If you transferred to the Plan from the Union Plan, you may not participate in the DROP for a period of 12 months following the transfer.

(3) BENEFITS PAYABLE UNDER THE DROP.

(a) Effective with the date of your DROP participation, your initial normal retirement benefit, including Credited Service, Average Monthly Plan Compensation, and your effective date of retirement is fixed. You will not accrue additional Credited Service or Average Monthly Plan Compensation for purposes of calculating your benefit under the Plan after your participation in the DROP begins. Your normal retirement benefit, together with any cost of living adjustments, and 1% annual interest, will accrue monthly in the Plan for your benefit.

(b) The normal retirement benefit and interest thereon will continue to accrue in the DROP until the end of your DROP period, or until you terminate employment, become disabled, or die, if earlier.

(c) At the conclusion of your DROP period and termination of your employment with MARTA, the Committee will distribute your total accumulated DROP benefits in accordance with the payment form you elect. You may elect to have your DROP benefits (plus interest) paid in the following forms as long as the form complies with the minimum distribution requirements in Section 401(a)(9) of the Code:

(i) A lump sum (less withholding taxes);

(ii) A rollover directly to an eligible retirement plan (such as another qualified plan or an individual retirement account (IRA));

(iii) A partial lump sum, whereby a portion of the DROP benefits are paid in a lump sum (less withholding taxes) and the remaining benefits are either rolled over to an eligible retirement plan or paid in monthly, quarterly or semiannual installments (less withholding taxes); or

(iv) In monthly, quarterly or semiannually installments (less withholding taxes).

If you elect a partial lump sum with installment payments or monthly, quarterly or semiannual installments you have the option to change your election and accelerate the installment payments to a lump sum.

If you or your beneficiary fails to elect a payment form within 30 days of your termination of participation in the DROP, your DROP benefits will be paid in a lump sum (less withholding taxes).

Additional details about the DROP and the DROP payment forms will be provided in your DROP election form and related documents.

(d) DROP participants are not eligible for disability retirement benefits under the Plan.

(4) DEATH BENEFITS UNDER THE DROP.

If you die while participating in the DROP, contributions to the DROP will cease and your surviving spouse (or other Beneficiary) is entitled to apply for and receive your accrued benefits in the DROP. In addition, a 50%, actuarially reduced, survivor benefit will be paid to your surviving spouse as long as you and your spouse were married for at least one year prior to the earlier of the date you began participating in the DROP or the date of your death. The survivor benefit will be paid to your surviving spouse, unless your spouse consents to an alternative recipient in a notarized writing. If you are single, divorced or married less than one year, the life annuity that was payable during your participation in the DROP will cease with no survivor benefit payable after your death, unless you elected an optional payment form within 90 days prior to your participation in the DROP.

(5) CONTRIBUTIONS.

Employee contributions plus interest that accrued while you were an active employee of MARTA may be placed in the DROP, and any annuity deposits will be reduced actuarially. Once you become a DROP Participant, however, your employee contributions (currently, 7.0%) will cease.

SECTION XI
TERMINATION OF THE PLAN

(1) **DURATION OF THE PLAN** - MARTA intends to continue its sponsorship of the Plan and the payment of contributions indefinitely. However, MARTA reserves the right to amend, partially terminate, or completely terminate the Plan at any time if such action is advisable.

No amendment will be adopted which will reduce any benefits you have already accrued unless the reduction is required to comply with the Code or any Federal or State law.

(2) **PLAN TERMINATION** - If the Plan is terminated you will become fully vested in your Accrued Retirement Benefit to the extent funded. The amount of benefit you will receive as a result of the Plan termination will depend on the amount of assets available for benefits as of the date of the Plan's termination.

(3) **ALLOCATION OF ASSETS UPON PLAN TERMINATION** - If the Plan is terminated, Plan assets will be used first to cover expenses and then to provide for monthly retirement payments. It is possible that there may not be enough Plan assets available upon termination to fully provide benefits for all Participants. For this reason, priority categories have been established. The assets will be used to provide benefits to all Participants in the first category before going on to provide benefits to the Participants in the second category, and so on.

Priority categories are as follows:

First Priority - All Participants' contributions with interest payable under the Plan to date of termination of the Plan.

Second Priority - All Participants who, prior to termination of the Plan, have retired or died and who (or their Beneficiaries) are already receiving or are qualified to receive benefits, and all Participants who are continuing employment under the Delayed Retirement provisions.

Third Priority - All Participants who, prior to termination of the Plan, were eligible for Early or Normal but not Delayed Retirement Benefits.

Fourth Priority - All Participants who, prior to termination of the Plan, were 100% vested in their benefits.

Fifth Priority - All remaining Participants with Accrued Retirement Benefits.

Sixth Priority - All contingent beneficiaries entitled to death benefits only upon the deaths of Participants who are living at the time the Plan is terminated.

SECTION XI
TERMINATION OF THE PLAN
(Continued)

If it is not possible to provide all benefits under all of the priority categories because there are not enough assets, beginning with the first priority, a proportionate share of each Participant's benefit under the applicable priority category will be provided to the extent possible.

If any assets remain after providing full benefits under all priority categories, they will be returned to MARTA.

SECTION XII
YOUR RIGHT TO FILE A CLAIM

(1) PROCEDURE FOR FILING A CLAIM

To receive your benefit you should submit a written application to the Plan Administrator. This written application is considered your claim for a benefit. Within 90 days, the Plan Administrator will notify you, in writing, that:

- Your claim for a benefit has been accepted by the Committee, or
- Your claim for a benefit has been denied, or
- Additional information is needed to reach a decision on your claim, or
- Additional time is needed to reach a decision on your claim.

If you are not contacted by the Plan Administrator within 90 days after you file your claim for benefits, you should consider your claim denied and you can then request a review of the denial.

Should your claim for a benefit be denied, the Plan Administrator will state the specific reasons for the denial and will reference the Plan provisions upon which the denial is based. The Plan Administrator will also describe the steps you may take to request a review of the Committee's decision.

Should additional information be needed to reach a decision on your claim, the Plan Administrator will list the items which you must provide. The Plan Administrator will also indicate why the additional information is necessary.

Should additional time be needed to reach a decision on your claim, the Plan Administrator will let you know why more time is needed. The Plan Administrator will also indicate when the Committee anticipates it will arrive at a decision. The Committee must, however, reach a decision within 180 days of the date you initially submitted your claim for a benefit.

(2) PROCEDURES FOR REQUESTING A REVIEW

If your claim for a benefit is denied by the Committee, you can ask it to reconsider its decision. To do so, you or your authorized representative must submit, to the Plan Administrator, a written request for a review of this decision. This written request must be made within 60 days of the Committee's denial of your claim. You or your authorized representative can examine any of the documents that relate to your claim and can submit written comments. Within 60 days of your request for a review, the Plan Administrator will notify you, in writing, that:

SECTION XII
YOUR RIGHT TO FILE A CLAIM
(Continued)

- A review has been made and your claim for a benefit has been accepted, or
- A review has been made and your claim for a benefit has been denied, or
- Additional time is needed to review the decision on your claim.

If you are not contacted by the Plan Administrator within 60 days of your request for a review, you should consider your request denied.

If, after reviewing its decision, the Committee decides to deny your claim, it will state the specific reasons for its denial. It will also state the specific Plan provisions upon which its decision is based.

If the Committee needs more time to review its decision, it will state the reasons its review requires more time. Under no circumstances, however, will it take more than 120 days to complete the review.

Any questions concerning the filing of a claim or requesting a review should be directed to the attention of:

Plan Administrator
MARTA Non-Represented Pension Plan
2424 Piedmont Road, N.E. Atlanta, Georgia 30324
Telephone (404) 848-5393
Fax (404) 848-5519

(3) ARBITRATION

If your claim is denied after review, your exclusive remedy is to submit your claim to arbitration pursuant to the Plan's arbitration procedure. Any request for arbitration must be submitted in writing to the Plan Administrator within 90 days after you received notice that your claim has been denied following review.

THIS BOOKLET IS ONLY A SUMMARY OF THE PLAN. IN THE EVENT OF ANY CONFLICT BETWEEN THE CONTENT OF THIS BOOKLET AND THE CONTENT OF THE PLAN AND THE RELATED TRUST AGREEMENT, THE TERMS OF THE PLAN AND THE TRUST AGREEMENT WILL CONTROL. IF YOU HAVE ANY QUESTIONS ABOUT THE PLAN AFTER READING THIS BOOKLET, CONTACT THE PLAN ADMINISTRATOR. COPIES OF THE PLAN AND THE TRUST AGREEMENT ARE ON FILE WITH THE PLAN ADMINISTRATOR AND MAY BE INSPECTED UPON REQUEST.