

**THE BOARD OF BENEFITS SERVICES OF THE
REFORMED CHURCH IN AMERICA, INC.**

Reformed Church in America 403(b) Retirement Program

Plan Document 72433



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ARTICLE I INTRODUCTION

1.1 Establishment of Plan. The Reformed Church in America 403(b) Retirement Program ("Plan") was initially established effective January 1, 2001, in order to provide retirement security to its ministers and other eligible employees. The Plan was subsequently amended and then amended and restated effective as of January 1, 2022. The Board of Benefits Services of the Reformed Church in America, Inc. is responsible for maintaining the Plan. The Plan is hereby amended and restated with the provisions of the Plan to be effective April 1, 2023, except as otherwise provided herein.

The Plan is intended to be a retirement income account program described in section 403(b)(9) of the Internal Revenue Code of 1986, as amended (the "Code"). The Plan is also intended to be a "church plan" within the meaning of section 414(e) of the Code and section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA").

The Plan is therefore exempt from ERISA. It is intended that the Plan shall be interpreted to comply with the applicable provisions of the Code and all applicable regulations and rulings issued under the Code. Should it come to the attention of the Board that any term of the Plan, or its operation, is inconsistent with these Code provisions, the Board shall have the power to make such corrections in the form or administration of the Plan as it may deem necessary, in its absolute discretion, to remedy the inconsistencies.

This Plan document reflects the terms and conditions that apply with respect to assets held in the Code section 403(b)(9) retirement income account program administered by the Board. To the extent that an Adopting Employer enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by the Board, the terms of such other agreements shall not alter or apply to the terms of this Plan document or to assets held by the Trustees under this Plan and will not be taken into account as contracts available under the Plan. However, such annuity contracts, custodial accounts, or retirement income accounts are treated as purchased under a single contract for purposes of satisfying the requirements of Code section 403(b) and the related regulations and for purposes of satisfying the limitations of under Code sections 402(g) and 415.

1.2 Employer's Adoption of Plan. This Plan is intended to be used by Adopting Employers to establish a Code section 403(b)(9) retirement income account program. Each Adopting Employer shall be permitted to adopt this Plan in such manner as may be approved by the Board from time to time. Each Adopting Employer, by adopting this Plan, shall establish a separate Code section 403(b)(9) plan, independent from the plan of any other Employer.

Collectively, each Adopting Employer's plan is comprised of this Plan document, the Adoption Agreement, and such list(s), policies or procedures, or other written document(s), which, when properly executed or otherwise put into effect, are hereby incorporated by reference and made a part of the Adopting Employer's plan as may be necessary or required by law.

ARTICLE II DEFINITIONS

As used in this Plan the following terms shall have the following meanings unless a different meaning is plainly required by the context:

2.1 Account. The term "Account" shall mean the bookkeeping account or accounts established for the purpose of separately accounting for a Participant's interest in the commingled assets of the Plan. A Participant's Account may include any of the following accounts:

(a) A Salary Reduction Contributions Account which includes any Salary Reduction Contributions made pursuant to Section 4.1, and any earnings thereon.

(b) An Employer Basic Contributions Account which includes Employer Basic Contributions made on behalf of a Participant pursuant to Section 4.2, and any earnings thereon.

(c) An Employer Matching Contributions Account which includes any Employer Matching Contributions made pursuant to Section 4.3, and any earnings thereon.

(d) A Foreign Missionary Employer Contributions Account which includes any Employer Contributions made by an Adopting Employer on behalf of a Foreign Missionary pursuant to Section 4.4, and any earnings thereon.

(e) A Foreign Missionary Employee Contributions Account which includes those voluntary salary deferrals paid by the Adopting Employer to the Plan at the election of a Participant who is a Foreign Missionary, pursuant to Section 4.4, and any earnings thereon.

(f) An After-Tax Account which includes Participant Payments described in Section 4.5, and any earnings thereon.

(g) A Rollover Contributions Account which includes Rollover Contributions made pursuant to Section 4.6, and any earnings thereon.

(h) A Transfer Contributions Account which includes any Transfer Contributions made pursuant to Section 4.7, and any earnings thereon.

(i) A Roth Contributions Account which includes any Roth Contributions made pursuant to Section 4.8, and any earnings thereon.

(j) A Roth Rollover Contributions Account which includes any Roth Rollover Contributions made pursuant to Section 4.6, and any earnings thereon.

(k) An In-Plan Roth Rollover Account which includes any In-Plan Roth Rollovers made pursuant to Section 7.11, and any earnings thereon. To the extent necessary, a sub-account may be established based on the source of the In-Plan Roth Rollover.

(l) An In-Plan Roth Transfer Account which includes any In-Plan Roth Transfers made pursuant to Section 7.11, and any earnings thereon. To the extent

necessary, a sub-account may be established based on the source of the In-Plan Roth Transfer.

(m) A Special Contributions Account which includes any Special Contributions made pursuant to Section 4.10 and any earnings thereon.

2.2 Adopting Employer. The term "Adopting Employer" shall mean any Employer that has adopted this Plan by execution of an Adoption Agreement (or by evidencing its participation in the Plan by way of such other means or method as is acceptable to the Board). Subject to the approval of the Board, the term "Adopting Employer" shall also include an organization that is not an Employer and that is compensating a Minister who is performing services in the exercise of his/her ministry, but only with respect to the participation in this Plan by such Minister. The term "Adopting Employer" shall also include a self-employed Minister who is making contributions to this Plan.

2.3 Adoption Agreement. The term "Adoption Agreement" shall mean the agreement under which an Employer adopts this Plan for the benefit of its Employees and which contains provisions unique to such Employer, or such other form of document that may be acceptable to the Board for such purpose. The Adoption Agreement is hereby incorporated by reference and made a part of the Employer's plan.

2.4 After-Tax Contributions. The term "After-Tax Contributions" shall mean those Participant Payments described in Section 4.5.

2.5 Beneficiary. The term "Beneficiary" shall mean the individual(s) or entity (ies), including a trust, charitable organization or estate, designated by a Participant in such form as the Plan Administrator may prescribe to receive any death benefit that may be payable hereunder if such person or persons survive the Participant; provided, however, that the Spouse of a married Participant must consent to a designation of a Beneficiary other than such Spouse. A Participant may revoke a Beneficiary designation in accordance with any rules and procedures adopted by the Plan Administrator for such purpose. Section 14.5 shall apply if no Beneficiary survives the Participant or if no Beneficiary has been effectively named.

2.6 Board. The term "Board" shall mean The Board of Benefits Services of the Reformed Church in America, Inc. along with any committees as may be appointed by the Board that are necessary to carry on its work pursuant to the terms of the Bylaws.

2.7 Bylaws. The term "Bylaws" shall mean the Bylaws of The Board of Benefits Services of the Reformed Church in America, Inc. as amended from time to time.

2.8 Code. The term "Code" shall mean the Internal Revenue Code of 1986, as amended.

2.9 Compensation. The term "Compensation" shall mean the total amount of base salary, wages or other payments paid to an Employee by the Adopting Employer, including the salary reduction contributions made pursuant to written salary reduction agreements with the Adopting Employer and which are not includable in the gross income of the Employee under Code section 403(b), 401(k), 125 or 457. In the case of an Employee who is a Minister, Compensation also includes either (a) any portion of base salary, wages or other payments that is designated

by the Adopting Employer as clergy housing allowance or (b) to the extent that such Employee is furnished the free use of a residence, a percentage of the base salary, wages or other payments paid to such Employee, such percentage to be defined by the Board from time to time. The term "Compensation" shall not include any office allowance, auto allowance, tax grant compensation paid to lay Employees, other special allowances, Christmas bonus, self-employment bonus, non-cash taxable fringe benefits, taxable expenditure reimbursements, overtime pay and other irregular payments. In the case of a self-employed Minister within the meaning of Code section 414(e)(5)(A)(I)(i), "Compensation" shall mean such Minister's net earnings from self-employment.

2.10 Disabled or Disability. The term "Disabled" or "Disability" shall mean a total and presumably permanent disability such that the Participant is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration. Proof of Disability must be made upon the forms and in the manner provided by the Plan Administrator and shall include certification of a competent physician as to such Disability.

2.11 Effective Buying Power per Household or EBPH. The term "Effective Buying Power per Household" or "EBPH" shall mean an amount established by and annually approved by the Board as the minimum amount of Employer Basic Contributions which should be made on behalf of Ministers (including Ministers who are Foreign Missionaries).

2.12 Elective Deferrals. The term "Elective Deferrals" means the contributions made to the Plan at the election of the Participant in lieu of receiving cash compensation pursuant to a Salary Reduction Agreement and shall include both Salary Reduction Contributions and Roth Contributions. The term "Elective Deferrals" also includes any additional elective contributions made by a Participant who is or will be age 50 or older in a taxable year, in accordance with, and subject to, Code section 414(v).

2.13 Eligible Employee. The term "Eligible Employee" shall mean any Employee who meets the eligibility requirements described in Section 3.1.

2.14 Employee. The term "Employee" shall mean (a) a Minister, including a Minister under call or contract, and (b) any other person who is directly employed by an Employer. The term "Employee" also includes a Minister described in Code Sections 414(e)(5)(A)(ii)(I) and (II), including a Minister serving a non-RCA church or affiliate and a self-employed Minister. The term "Employee" expressly excludes residents of Canada serving within the Regional Synod of Canada Inc. of the Reformed Church in America, in the capacity as ordained or installed Minister of Word and Sacrament and any other individual so employed, and participating in the Revised Pension Plan for the Employees of the Regional Synod of Canada Inc. of the Reformed Church in America or any other retirement plans sponsored thereby.

2.15 Employee Contributions. The term "Employee Contributions" shall mean any Elective Deferrals, After-Tax Contributions, Rollover Contributions, Roth Rollover Contributions, Transfer Contributions or Foreign Missionary Employee Contributions made to this Plan on behalf of any Participant.

2.16 Employer. The term "Employer" shall mean the General Synod Council, all regional synods, all classes, each consistory (as defined in the Book of Church Order), and such

other agencies or institutions that are controlled by or associated with (as defined for purposes of Code section 414(e)) the RCA or one of its assemblies, but only upon the Board's written consent to the participation of such agencies or institutions in the Plan. The term "Employer" shall also include a Formula of Agreement partner church that elects to contribute to this Plan on behalf of a Minister employed by such church, but only with respect to the participation in the Plan by such Minister. Notwithstanding the foregoing, the term "Employer" shall not include the Regional Synod of Canada, Inc. of the Reformed Church in America or any of its classes, consistories or affiliated agencies and institutions.

2.17 Employer Basic Contributions. The term "Employer Basic Contributions" shall mean those contributions paid by the Adopting Employer to the Plan pursuant to Section 4.2.

2.18 Employer Contributions. The term "Employer Contributions" shall mean any Employer Basic Contributions, Employer Matching Contributions and Foreign Missionary Employer Contributions made to this Plan on behalf of any Participant.

2.19 Employer Matching Contributions. The term "Employer Matching Contributions" shall mean those contributions paid by the Adopting Employer to the Plan pursuant to Section 4.3.

2.20 Foreign Missionary. The term "Foreign Missionary" shall mean an Employee of General Synod Council, who is an individual described in Code section 415(c)(7)(B) performing services outside the United States. A Foreign Missionary may be a Minister or a lay Employee.

2.21 Foreign Missionary Employee Contributions. The term "Foreign Missionary Employee Contributions" shall mean those voluntary salary deferrals paid to the Plan by the Adopting Employer pursuant to Section 4.4 at the election of a Participant who is a Foreign Missionary.

2.22 Foreign Missionary Employer Contributions. The term "Foreign Missionary Employer Contributions" shall mean those Employer Contributions made by an Adopting Employer on behalf of a Foreign Missionary pursuant to Section 4.4.

2.23 General Synod Council. The term "General Synod Council" shall mean General Synod Council of the Reformed Church in America, a New York not-for-profit corporation.

2.24 In-Plan Roth Rollover Contributions. The term "In-Plan Roth Rollover Contributions" shall mean those contributions made to the Plan pursuant to an In-Plan Roth Rollover in accordance with the provisions of Section 7.11.

2.25 In-Plan Roth Transfer Contributions. The term "In-Plan Roth Transfer Contributions" shall mean those contributions made to the Plan pursuant to an In-Plan Roth Transfer in accordance with the provisions of Section 7.11.

2.26 Investment Option. The term "Investment Option" shall mean any investment fund selected by the Board as an investment option under the Plan as provided in Section 5.1. The Board shall have the sole discretion to select and terminate the use of such investment funds as it shall deem appropriate.

2.27 Minister. The term "Minister" shall mean an ordained minister of Word and Sacrament in the Reformed Church in America.

2.28 Participant. The term "Participant" shall mean an individual who has satisfied the requirements for eligibility and participation under Article III. A Participant shall continue to be a Participant until all Plan benefits payable on his/her behalf have been paid.

2.29 Participant Payments. The term "Participant Payments" shall mean those payments that were credited to Participant Payment Accounts held under the prior RCA Church Annuity Fund which are held under this Plan, as provided in Section 4.5.

2.30 Plan. The term "Plan" shall mean the retirement plan as set forth herein. However, as described in Section 1.2, each Adopting Employer adopts this Plan as a separate plan, independent from the plan of any other Adopting Employer.

2.31 Plan Administrator. The term "Plan Administrator" shall mean the Board, or any other person or entity designated by the Board to administer the Plan in accordance with the provisions of Article IX.

2.32 Plan Year. The term "Plan Year" shall mean the calendar year (January 1 to December 31), notwithstanding that the Board may utilize a fiscal year, based on a consecutive twelve-month period other than the calendar year, for financial reporting purposes.

2.33 RCA. The term "RCA" shall mean the denomination commonly known as the Reformed Church in America, which consists of a number of separate corporations, including but not necessarily limited to the corporations of the Reformed Church in America, its assemblies, institutions and agencies. Notwithstanding the foregoing, the term "RCA" shall not include the Regional Synod of Canada Inc. of the Reformed Church in America or any of its consistories, classes, or related agencies and institutions.

2.34 Retired. The term "Retired" shall mean the commencement of Retirement.

2.35 Retirement. The term "Retirement" shall mean the relinquishment by an Employee of any or all salaried relationships, as may be defined by the Board from time to time, in connection with any service to an Employer together with (a) in the case of a lay Employee (including a Foreign Missionary who is not a Minister), the filing by such person with the Board of a written declaration that he or she has retired, or (b) in the case of a Minister (including a Foreign Missionary who is a Minister), (i) the filing by such Minister with the Board of a written declaration that he or she has retired together with (ii) receipt by the Board of evidence satisfactory to it that the classis of which such Minister is a member has declared such Minister retired.

2.36 Rollover Contributions. The term "Rollover Contributions" shall mean the direct transfer of an eligible rollover distribution to the Plan pursuant to Section 4.6, not including any Roth Rollover Contributions.

2.37 Roth Contributions. The term "Roth Contributions" shall mean those voluntary salary deferrals designated by the Participant as Roth Contributions in accordance with the provisions of Section 4.8.

2.38 Roth Rollover Contributions. The term "Roth Rollover Contributions" shall mean the amount of Roth elective deferrals, within the meaning of Code section 402A, which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.6.

2.39 Salary Reduction Agreement. The term "Salary Reduction Agreement" shall mean a legally binding written agreement between an Employee and the Adopting Employer, made in accordance with the requirements of Section 4.1(b).

2.40 Salary Reduction Contributions. The term "Salary Reduction Contributions" shall mean those voluntary salary deferrals paid by the Employer to the Plan at the election of a Participant pursuant to Section 4.1.

2.41 Special Contributions. The term "Special Contributions" shall mean those Employer contributions paid by to the Plan pursuant to Section 4.10.

2.42 Spouse. The term "Spouse" shall mean the legal current spouse of the Participant.

2.43 Transfer Contributions. The term "Transfer Contributions" shall mean those contributions made to the Plan pursuant to Section 4.7.

2.44 Trust Agreement. The "Trust Agreement" shall mean the written document establishing the Trust Fund.

2.45 Trust Fund. The term "Trust Fund" shall mean all assets of this Plan held by the Trustees pursuant to the terms of the Trust Agreement.

2.46 Trustees. The term "Trustees" shall mean the corporation, individual or individuals as may from time to time be designated by the Board to hold the assets of the Plan in trust for Participants. The appointment, removal, and terms and conditions of employment of the Trustees shall be determined by the Board.

2.47 Valuation Date. The term "Valuation Date" shall mean the last business day of each month or such other date as may be selected by the Plan Administrator in its sole discretion.

Use of Terms. Any words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

**ARTICLE III
ELIGIBILITY AND PARTICIPATION**

3.1 Eligibility.

(a) Eligibility for Elective Deferrals. An Employee who is employed by an Adopting Employer is eligible to make Salary Reduction Contributions or Roth Contributions to the Plan immediately upon the date he/she is employed by the Adopting Employer.

(b) Eligibility for Employer Basic Contributions.

(1) Ministers. Except as otherwise provided in an applicable Adoption Agreement or in any eligibility materials communicated to and accepted by the Plan Administrator, an Employee who is a Minister (including a Foreign Missionary who is a Minister) shall be eligible to receive the Employer Basic Contributions described in Section 4.2(a), immediately upon his/her employment by the Adopting Employer.

(2) Lay Employees. Each Adopting Employer shall designate in its Adoption Agreement those lay Employees (including any Foreign Missionaries who are lay Employees) who are eligible to receive the Employer Basic Contributions described in Section 4.2(b), along with the effective date for their entitlement to such contributions.

(c) Eligibility for Employer Matching Contributions. Each Adopting Employer shall indicate in its Adoption Agreement which Employees shall be eligible to receive the Employer Matching Contributions described in Section 4.3, if any, along with the effective date for their entitlement to such contributions.

3.2 Participation. An Employee who meets the eligibility requirements set forth in Section 3.1 shall become a Participant in the Plan as of the date that Employer Contributions or Elective Deferrals are first made to this Plan on his/her behalf pursuant to Sections 4.1, 4.2 or 4.8.

ARTICLE IV CONTRIBUTIONS

4.1 Salary Reduction Contributions.

(a) Each Eligible Employee who meets the eligibility requirements of Section 3.1(a) may elect to defer a specified dollar amount or a percentage of his/her Compensation which would have been received in the Plan Year except for the deferral election. Such contributions shall also include any additional elective contributions made by a Participant who is age 50 or older in accordance with, and subject to, Code Section 414(v). The Adopting Employer shall forward such Salary Reduction Contributions within a period that is no longer than is reasonable for the proper administration of the Plan, but in any event, no later than the last day of the month following the month in which the deferral was made.

(b) A Participant's deferral election shall be made pursuant to a written, legally binding Salary Reduction Agreement between the Participant and the Adopting Employer, which satisfies the requirements of Code section 403(b). A Salary Reduction Agreement shall apply only with respect to Compensation for services rendered to the Adopting Employer by the Participant which is not currently available prior to the effective date of the Salary Reduction Agreement. Subject to the limitations in the preceding sentence, a Participant may enter into more than one Salary Reduction Agreement each year. A Salary Reduction Agreement may be terminated at any time with respect to future Compensation not currently available.

(c) An Adopting Employer shall forward Salary Contributions to the Plan within a period which is no longer than reasonable for the proper administration of the Plan. All such contributions shall be credited to the Participant's Salary Reduction Contributions Account. The balance in each Participant's Salary Reduction Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.2 Employer Basic Contributions. An Adopting Employer shall make Employer Basic Contributions on behalf of all Eligible Employees who meet the requirements of Section 3.1(b) in accordance with the following provisions:

(a) Ministers. Except as otherwise provided in an applicable Adoption Agreement or in any eligibility materials communicated to and accepted by the Plan Administrator, an Adopting Employer shall make Employer Basic Contributions on behalf of each full-time Employee who meets the requirements of Section 3.1(b)(1). Such contribution must be at least the amount of the EBPH or eleven percent (11%) of Compensation, whichever is greater. An Adopting Employer shall make Employer Basic Contributions on behalf of each part-time Employee who meets the requirements of Section 3.1(b)(1) in the amount of at least eleven percent (11%) of Compensation, without regard to the EBPH; provided, however, that the foregoing requirement regarding Employer Basic Contributions on behalf of part-time Ministers shall not apply in any circumstance where the class in which the Minister is a member determines that the Minister is serving the Employer part-time and that circumstances warrant that the Employer be exempt from this requirement, in which case the amount of any Employer Basic Contributions for such part-time Minister shall be established in the Adoption

Agreement or in any eligibility materials communicated to and accepted by the Plan Administrator. An Adopting Employer shall continue to make Employer Basic Contributions on behalf of each Minister who is Disabled until such Participant attains the age of sixty-five (65); provided, however, that the Board, in its sole discretion, may make such Basic Contributions on behalf of the Adopting Employer.

(b) Lay Employees. An Adopting Employer may make Employer Basic Contributions on behalf of each Participant who meets the eligibility requirements of Section 3.1(b)(2) in such amount or such percentage of Compensation as the Adopting Employer shall designate in its Adoption Agreement.

(c) Timing for Forwarding Contributions. An Adopting Employer shall forward Employer Basic Contributions to the Plan within thirty (30) days following the end of each calendar quarter, or at such other time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. All such contributions shall be credited to the Participant's Employer Basic Contributions Account. The balance in each Participant's Employer Basic Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.3 Employer Matching Contributions. An Adopting Employer may, in its sole discretion, make Employer Matching Contributions on behalf of any Participant who is eligible to receive such Employer Matching Contributions under the terms of the Adopting Employer's Adoption Agreement. The amount of any such Employer Matching Contributions shall be established pursuant to the Adoption Agreement. If specified in the Adoption Agreement, an Adopting Employer can elect not to make Employer Matching Contributions for part-time Ministers, even if such Ministers make Salary Reduction Contributions to the Plan.

The Adopting Employer shall forward any such Employer Matching Contributions to the Plan within thirty (30) days following the end of each calendar quarter, or at such other time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. All Employer Matching Contributions shall be credited to the Participant's Employer Matching Contributions Account, provided, however, that Employer Matching Contributions made on behalf of Foreign Missionaries shall be credited in accordance with the provisions in Section 4.4. All Employer Matching Contributions shall vest in accordance with the terms of the Employer's Adoption Agreement.

4.4 Foreign Missionary Contributions. Any contributions made pursuant to Section 4.2 or 4.3 on behalf of an Eligible Employee who is a Foreign Missionary (whether lay or Minister) shall be credited to the individual Participant's Foreign Missionary Employer Contributions Account. In addition, any Salary Reduction Contributions made pursuant to Section 4.1 on behalf of a Foreign Missionary shall be credited to the individual Participant's Foreign Missionary Employee Contributions Account. The Adopting Employer shall forward all such Foreign Missionary Contributions to the Plan on a monthly basis, or at such other time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. The balance in each Participant's Foreign Missionary Employer Contributions Account and Foreign Missionary Employee Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.5 After-Tax Contributions. Participant Payment Accounts held under the prior RCA Church Annuity Fund will be held in the Participant's After-Tax Account. No further Participant Payments shall be made to this Plan. The balance in each Participant's Participant Payment Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.6 Rollover Contributions.

(a) Subject to the approval of the Plan Administrator, a Participant may roll over part or all of the following types of distributions, provided the distribution is paid over to the Plan as a direct rollover:

(1) a distribution from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account;

(2) a distribution from an individual retirement account or annuity described in Code section 408(a) or 408(b);

(3) a distribution from a qualified trust described in Code section 401(a)

(4) a distribution from an annuity plan described in Code section 4013a); or

(5) a distribution from an eligible deferred compensation plan described in Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A).

(b) Notwithstanding the provisions of Section 4.6(a), any amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be accepted by the Plan Administrator as a Rollover Contribution only if such amounts are paid over to the Plan as a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

(c) To effect a Rollover Contribution, the Employee shall complete such forms and provide such information to the Plan Administrator as the Plan Administrator deems necessary to ensure that all applicable conditions of the Code are satisfied. Amounts rolled over to the Plan pursuant to Section 4.6(a) shall be credited to the Participant's Rollover Contributions Account. Amounts rolled over to the Plan pursuant to Section 4.6(b) shall be credited to the Participant's Roth Rollover Contributions Account. The balance in a Participant's Rollover Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.7 Transfer Contributions. Subject to any limitations imposed by applicable law, amounts may be transferred to the Plan on behalf of a Participant who is an Employee or former Employee of the Adopting Employer (or the Participant's Beneficiary, if the Participant is deceased) directly from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account that provides for the direct transfer of the Participant's or Beneficiary's interest therein to the Plan, provided the

transfer is made in accordance with the requirements of section 1.403(b)-10(b)(3) of the Treasury Regulations and the following rules and procedures:

(a) The transfer shall be made in accordance with rules and procedures established by the Board including, without limitation, the establishment of minimum amounts for such transfers. The Board may also require such documentation from the other plan as it deems necessary to effectuate the transfer in accordance with Treasury Regulation § 1.403(b)-10(b)(3) and to confirm that the other plan is a plan that satisfies section 403(b) of the Code.

(b) All contributions made pursuant to this Section 4.7, other than automatic transfers described in Section 7.13(a), shall be credited to the Participant's Transfer Contributions Account, so that the Participant or Beneficiary whose assets are being transferred has an accumulated benefit immediately after the transfer at least equal to the accumulated benefit with respect to that Participant or Beneficiary immediately before the transfer. The balance in a Participant's Transfer Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(c) Automatic transfers made pursuant to Section 7.13(a) shall be allocated to the same contributions accounts from which they were transferred.

(d) If the transfer does not constitute a complete transfer of the Participant's or Beneficiary's interest in the other plan, the Plan shall treat the amount transferred as a continuation of a pro rata portion of the Participant's or Beneficiary's interest in the transferor plan (e.g., a pro rata portion of the Employee's or former Employee's interest in any after-tax employee contributions), to the extent that the needed information regarding pro rata portions is provided by the transferring vendor.

(e) The amount transferred shall be held, accounted for, administered and otherwise treated in the same manner as an elective deferral by the Participant or Beneficiary under the Plan, except that (1) to the extent any amount transferred is subject to any distribution restrictions required under section 403(b) of the Code, the amounts so transferred shall be subject to restrictions on distributions that are not less stringent than those imposed on the transferor plan and (2) the transferred amount shall not be considered an elective deferral under the Plan in determining the maximum deferral applicable to a Participant under Article VI.

4.8 Roth Contributions.

(a) Effective January 1, 2006, an Eligible Employee, including an Eligible Employee who is a Foreign Missionary, may elect to defer a specified dollar amount or percentage of his/her Compensation as a Roth Contribution. Such elective deferrals must be designated irrevocably as Roth Contributions in a Salary Reduction Agreement which satisfies the requirements of Section 4.1(b) and shall be treated by the Adopting Employer as not excludible from the Participant's income at the time the Participant would have received that amount in cash if the Participant had not executed such Salary Reduction Agreement. Such amount may also include any contributions made by a Participant who is age 50 or older in accordance with, and subject to, Code section 414(v).

(b) An Adopting Employer shall forward Roth Contributions to the Plan within a period which is no longer than reasonable for the proper administration of the Plan but in any event, no later than the last day of the month following the month in which the deferral was made. All such deferrals shall be credited to the Participant's Roth Contributions Account and no contributions other than Roth elective deferrals and properly attributable earnings shall be credited to a Participant's Roth Contributions Account at any time. A Participant's Roth Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(c) Roth Contributions shall be subject to the requirements of Code section 402A and shall further be subject to any regulatory guidance issued by the Internal Revenue Service with respect to Code section 402A.

4.9 Protection of Persons Who Serve in Uniformed Service. An Eligible Employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) is eligible to make the following contributions to the Plan upon resumption of employment with the Adopting Employer:

(a) An Eligible Employee described in this Section 4.9 may elect to make additional Elective Deferrals equal to the maximum Elective Deferrals that such Employee could have elected during that period of qualified military service if the Employee's employment with the Adopting Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(b) An Eligible Employee described in this Section 4.9 shall be eligible to receive Employer Basic Contributions equal to the amount of Employer Basic Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Adopting Employer had continued (at the same level of Compensation) without interruption or leave, reduced by the Employer Basic Contributions, if any, actually made for the Employee during the period or interruption of leave. In addition, to the extent the Employee makes up Elective Deferrals as described in Section 4.9(a), the Adopting Employer will make up any Employer Matching Contributions to which the Employee would be entitled pursuant to Section 4.3.

4.10 Special Contributions. An Adopting Employer may, in its sole discretion, make Special Contributions on behalf of any Participant who is eligible to receive such Special Contributions; provided, however, that the Board, in its sole discretion, may make such Special Contributions on behalf of the Adopting Employer. The Adopting Employer's decision to make Special Contributions and the amount of such contributions must be reflected in the terms of such Adopting Employer's Adoption Agreement or in such other form of document that may be acceptable to the Board for such purpose. If provided in the Adoption Agreement or pursuant to such other form of document that may be acceptable to the Board, an Employer may elect to make Special Contributions for a Participant who has terminated employment; provided, however, that no Special Contributions may be made following the end of the fifth Plan Year which follows

a Participant's termination from employment. All Special Contributions shall be credited to the Participant's Special Contributions Account. All such contributions shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.11 Vesting. All Employee Contributions, Employer Basic Contributions and Foreign Missionary Employer Contributions shall be 100% vested. The Adopting Employer may elect, in its Adoption Agreement, to apply a vesting schedule to any Employer Matching Contributions. All Employer Matching Contributions subject to such a vesting schedule shall be subject to Code section 403(c), and not Code section 403(b), until such time as the contributions are vested.

ARTICLE V INVESTMENTS

5.1 Investment Options. The Board, in its sole discretion, shall select the investment funds or other types of investments in which the Plan assets shall be invested; provided, however that the Board may appoint a committee or investment advisor to assist in the selection of Investment Options. The Board, or its designee, may periodically add or eliminate Investment Options.

5.2 Investment of Contributions. Subject to the provisions of Section 5.6, each Participant may elect, in accordance with Section 5.4, to have his/her Account invested in such increments as may be selected by the Plan Administrator in any one or more Investment Options. In the absence of such an election, the Participant's Account shall be invested in such default Investment Option as the Board may from time to time designate.

5.3 Investment Transfers. Subject to the provisions of Section 5.6, with respect to the balance in a Participant's Account, each Participant may elect to have such Account transferred to any one or more other Investment Option(s). Any such transfer shall be made in accordance with procedures from time to time established by the Plan Administrator for such purpose. The Plan Administrator, in its sole discretion, may limit the frequency of such transfers. Any transfer made pursuant to this Section 5.3 shall become effective at such time as may be established by the Plan Administrator.

5.4 Investment Procedures. Subject to the provisions of Section 5.6, each Participant shall specify in his/her Salary Reduction Agreement, or in any other form as may be provided by the Plan Administrator, the manner in which any Employee Contributions and Employer Contributions made to the Plan on his/her behalf are to be invested. A Participant may change the manner in which such contributions are to be invested in a signed writing delivered to the Plan Administrator, or may make the election described in Section 5.2 by filing an election form with the Plan Administrator. A Participant shall be entitled to change the manner in which his/her contributions are invested, subject to any rules or procedures established by the Plan Administrator in its sole discretion. Any such change in investment election under this Section 5.4 shall become effective as soon as administratively feasible. The Plan Administrator may authorize alternative methods for making investment elections, including electronic or telephonic communications, to be effective as soon as administratively feasible. The use of any such alternative method of making investment elections shall be considered to have been "filed" with the Plan Administrator. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.

5.5 Transfer of Assets. The Plan Administrator shall direct the Trustees to transfer moneys or other property from the appropriate Investment Options to the other Investment Options as may be necessary to carry out the aggregate transfer transactions after the Plan Administrator has caused the necessary entries to be made in the Participant's Accounts, in accordance with uniform rules established by the Plan Administrator or its delegate for such purpose.

5.6 Processing Investment Elections. The processing of investment elections shall be subject to any rules, regulations or procedures which the Plan Administrator, in its sole discretion, considers necessary or convenient for the efficient administration of the Plan.

ARTICLE VI
LIMITATIONS ON CONTRIBUTIONS

6.1 Maximum Contributions. The following limitations on contributions shall apply to this Plan:

(a) The contributions for any Plan Year on behalf of a Participant (not including any additional elective contributions described under Code section 414(v) or any contributions made pursuant to Sections 4.6 and 4.7) shall not exceed the Participant's Defined Contribution Limit. A Participant's Defined Contribution Limit shall for any Plan Year be an amount equal to the lesser of:

(1) 100% of the Participant's "includible compensation" as defined under Code section 403(b)(3), or

(2) The applicable dollar amount specified in Code section 415(c)(1)(A) (\$66,000 in 2023), as adjusted under Code section 415(d)(1)(B).

(b) Notwithstanding any provision of subsection (a) to the contrary, the Defined Contribution Limit shall be determined as follows:

(1) The Participant's Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.1(a) if contributions on behalf of the Participant meet the requirements of Code section 415(c)(7)(A) and are not in excess of \$10,000. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this subsection (b)(1) for all years may not exceed \$40,000.

(2) In the case of an individual described in Code section 415(c)(7)(B) who is performing services outside the United States, the Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.1(a) if contributions with respect to such Participant are not in excess of the greater of \$3,000, provided the Participant's adjusted gross income for such taxable year (determined separately and without regard to community property laws) does not exceed \$17,000.

(c) Excess annual additions, if any, for a Participant shall be deemed to be maintained at all times in a separate account subject to Code section 403(c) and, while such amounts remain unallocated, the Adopting Employer shall not be permitted to make additional Employer Contributions to the Plan. The unallocated amounts will be credited as Employer Contributions as soon as administratively practicable, in accordance with rules and procedures adopted by the Board for such purpose.

(d) Effective for Plan Years beginning after December 31, 2015, the amount of a Participant's "includible compensation" for purposes of determining the annual addition limit under Code section 415(c)(1)(B) is increased by the amount of "difficulty of care payments" the Employer makes to the Participant. For this purpose, a "difficulty of care payment" is a payment described in Code section 131(c)(1) made in connection with qualified foster individuals. Pursuant to Code section 415(c)(8)(B), any contribution by

the Participant which is allowable due to such increase (to the extent such contribution is permitted under the terms of the Plan) shall be treated as an after-tax contribution.

6.2 Limits on Elective Deferrals.

(a) Elective Deferral Limit. Except as provided in Section 6.2(b), the maximum amount of a Participant's Elective Deferrals under the Plan for any calendar year shall not exceed the applicable dollar amount established under Code section 402(g)(1)(B) (\$22,500 for 2023). This limitation shall be adjusted for cost-of-living in accordance with Code section 402(g)(4). To the extent that the contribution limitation under Code section 402(g) is violated, such violation will affect only the individual Participant with respect to whom the excess contribution is made and shall affect no other Participant.

(b) Age 50 Catch-up Elective Deferral Contributions. An Employee who is a Participant who will attain age 50 or more by the end of the calendar year is permitted to elect to make an additional catch-up contribution in accordance with and subject to the limitations of Code section 414(v). The maximum dollar amount of the age 50 catch-up elective deferral limit for a year is \$7,500 for 2023, and is adjusted for cost-of-living after 2023 to the extent provided under the Code. Such catch-up contributions shall not be taken into account for purposes the limits described in Section 6.1 or 6.2(a).

(c) Special Rule for a Participant Covered by Another Plan. For purposes of this Section 6.2, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 6.2. For this purpose, the Board shall take into account any other such plan for which the Board receives from the Participant sufficient information concerning his/her participation in such other plan.

(d) Distribution of Excess Employee Elective Deferrals. Notwithstanding any other provisions of the Plan, Excess Deferrals and income allocable thereto shall be distributed no later than April 15 to Participants who claim such Excess Deferrals for the preceding calendar year, subject to the following:

(1) For purposes of this Section 6.2(d), Excess Deferrals means the amount of Elective Deferrals for a calendar year that exceed the dollar limitation imposed under Code section 402(g).

(2) A Participant shall notify the Board of the amount of any Excess Deferrals for the preceding calendar year by submitting a written claim to the Board no later than March 1. The claim shall include the individual's written statement that if such amounts are not distributed, such Excess Deferrals, when added to the amount deferred under other plans or arrangements described in Code section 401(k), 403(b) or 408(k), exceed the limit imposed on the individual by Code section 402(g) for the year in which the deferral occurred.

(3) A Participant who has Excess Deferrals and who has not notified the Board pursuant to subsection (2) shall be deemed to have designated the distribution to the extent the Participant has Excess Deferrals for the taxable year

calculated by taking into account Elective Deferrals under this Plan and elective deferrals under other plans or arrangements described in Code section 401(k), 403(b) or 408(k) maintained by the same Employer.

(4) Excess Deferrals distributed to a Participant with respect to a calendar year shall be adjusted to include any income or loss up to the date of distribution, in accordance with the particular method for such adjustment permitted under the Code, as selected by the Board.

(5) For any Plan Year in which a Participant may make both Salary Reduction Contributions and Roth Contributions, the Board operationally may implement an ordering rule procedure for the distribution of excess contributions. Such ordering rules may specify whether the Salary Reduction Contributions or Roth Contributions are distributed first, to the extent such type of Elective Deferrals were made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

**ARTICLE VII
PAYMENTS OF BENEFITS TO PARTICIPANTS**

7.1 Retirement Benefits. A Participant (whether a Minister or a lay Employee) is eligible to receive his/her Employee Contributions and Employer Contributions immediately following his/her Retirement in one of the forms of benefits described in Section 8.1. Such Participant may request a distribution of all or a portion of his/her Account by filing a written election on a form provided by the Plan Administrator which shall designate the manner and time for payment of benefits as permitted under Article VIII. Distributions pursuant to this Section 7.1 shall be paid as soon as administratively feasible following the Plan Administrator's receipt of such written election, along with the required written consent of the Participant's Spouse to such distribution.

7.2 Pre-Retirement Termination Benefits. A Participant who ceases to be employed by an Employer prior to Retirement shall be entitled to pre-retirement termination benefits in accordance with the following provisions:

(a) Pre-Retirement Termination Benefits for Ministers. Except as provided in Section 7.2(b) below (in the case of a Minister who is demitted, deposed or excommunicated), a Participant who is a Minister (including a Foreign Missionary who is a Minister) shall not be entitled to receive his/her Employee Contributions or Employer Contributions until he/she has Retired, and such Employee Contributions or Employer Contributions shall be distributed only in accordance with the provisions of Section 7.1.

(b) Pre-Retirement Termination Benefits for Lay Employees and for Ministers Who Are Demitted, Deposed or Excommunicated. A Participant who is a Minister and who is demitted, deposed or excommunicated and no longer employed by an Employer prior to Retirement, or a lay Employee (including a Foreign Missionary who is a lay Employee) who no longer is employed by an Employer prior to Retirement shall be entitled to receive the total amount in his/her Account, determined as of the Valuation Date, in one of the forms of benefits described in section 8.1. For purposes of this Section 7.2(b), the term "Employer" includes an employer that has ceased to be eligible to make future contributions to the Plan pursuant to Section 12.3.

(c) Payment of Pre-Retirement Termination Benefits. Pre-retirement termination benefits shall be paid as soon as administratively feasible following the Plan Administrator's receipt of a written election filed pursuant to this Section 7.2, along with the required written consent of the Participant's Spouse to such distribution.

7.3 Pre-Retirement Death Benefits.

(a) Spousal Beneficiary. If a Participant dies prior to the commencement of payment of benefits under Section 7.1 or 7.2, the Participant's surviving Spouse shall be entitled to a benefit equal to the Participant's Account balance, payable as if the Spouse were receiving benefits as a retired Participant. The surviving Spouse will be entitled to receive benefits immediately in accordance with the provisions of Section 7.1. For Participants who attained (or who would have attained age 70½) prior to January 1, 2020, the Participant's surviving Spouse may elect to postpone distribution of the Participant's Account until the date upon which the Participant would have reached age 70½. For

Participants who attain (or who would have attained) age seventy and one-half (70½) on or after January 1, 2020, Participant's surviving Spouse may elect to postpone distribution of the Participant's Account until the date upon which the Participant would have reached age 72.

(b) No Spousal Beneficiary. If there is no surviving Spouse, benefits paid pursuant to this Section 7.3 shall be paid in installments, as described in Section 8.1(a), or a single lump sum, as described in Section 8.1(b), to the Participant's designated Beneficiary. If the Participant fails to designate a Beneficiary, or if no Beneficiary survives the Participant, the death benefits, if any, will be paid in accordance with the provisions of Section 14.5.

7.4 Disability Benefits. In the event a Participant becomes Disabled, before payment of benefits have commenced pursuant to Section 7.1 or 7.2, the Participant (whether a Minister or a lay Employee) may elect to receive a distribution of his/her entire Account in accordance with Section 7.1. Disability benefits shall be paid as soon as administratively feasible following the Plan Administrator's receipt of a written election filed pursuant to this Section 7.4, along with the required written consent of the Participant's Spouse to such distribution.

7.5 In-Service Withdrawals. A Participant shall be entitled to receive an in-service withdrawal in accordance with the following provisions. To receive distributions pursuant to this Section 7.5, a Participant must file a written election on a form provided by the Plan Administrator. Distributions pursuant to this Section 7.5 shall be paid as soon as administratively feasible following the Plan Administrator's receipt of a written election filed pursuant to this Section 7.5, along with the required written consent of the Participant's Spouse to such distribution.

(a) In-Service Withdrawals of Employee Contributions. A Participant who has attained age 59½ may, at any time, request a withdrawal of all or a portion of his/her Employee Contributions and any earnings thereon.

(b) In-Service Withdrawals of Rollover Contributions and Roth Rollover Contributions. A Participant may, at any time and regardless of such Participant's age, request a withdrawal of all or a portion of his/her Rollover Contributions and Roth Rollover Contributions and any earnings thereon.

(c) No In-Service Withdrawals of Employer Contributions. A Participant shall not be entitled to receive a distribution of any Employer Contributions while still employed by an Adopting Employer.

7.6 Limitation on Distribution of Elective Deferrals. Notwithstanding any other provisions in the Plan to the contrary, except as permitted in the case of excess elective deferrals, termination of the Plan, or as otherwise may be provided by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, in no event shall a Participant be entitled to a distribution of any amounts attributable to his/her Salary Reduction Contributions unless the Participant has attained age 59½, had a severance from employment, dies or becomes Disabled, or in the case of hardship, as provided under Section 7.9.

7.7 Designation of Housing Allowance. Each year the Board shall designate the amount of payments to be made to a retired Participant during the following calendar year which is eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Participant who is a minister of the gospel within the meaning of Code section 107 may be designated as housing allowance under this Section 7.7.

7.8 Cash-Out of Small Accounts. Notwithstanding any other provision of this Plan, the Plan Administrator may, in its sole discretion, require payment in a lump sum of the value of the Account of any Participant who is entitled to a distribution under the Plan if the Account balance as of the date of his/her separation from service is less than five thousand dollars (\$5,000). Any such distribution shall comply with the requirements of Code section 401(a)(31)(B) (relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000).

7.9 Hardship Withdrawals. A Participant who has not begun to receive benefits under Section 7.1 or 7.2 above may make a hardship withdrawal of all or a portion of his/her Employer Contributions and Employee Contributions (excluding any interest credits or earnings attributable to any Elective Deferrals). For purposes of this Section 7.9, a hardship distribution must be made on account of an immediate and heavy financial need and must be necessary to satisfy the financial need.

(a) Immediate and Heavy Financial Need. A distribution will be considered to be on account of an immediate and heavy financial need only if the distribution is for —

(1) expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d) (determined without regard to the limitation in Code section 213(a) relating to the applicable percentage of adjusted gross income) incurred by the Participant, or the Participant's spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B)), or, effective January 1, 2022, the Participant's primary Beneficiary under the Plan;

(2) costs directly related to the purchase of a principal residence of the Participant (excluding mortgage payments);

(3) payment of tuition, related educational fees, and room and board expenses, for up to the next 12 months of post-secondary education for the Participant, or the Participant's spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B)) or, effective January 1, 2022, the Participant's primary Beneficiary under the Plan;

(4) payments necessary to prevent the eviction of the Participant from the Participant's principal residence or foreclosure on the mortgage on that residence;

(5) payments for burial or funeral expenses for the Participant's deceased parent, spouse, children or dependents (as defined in Code section 152, without regard to Code section 152 (d)(1)(B)) or, effective January 1, 2022, a Participant's deceased primary Beneficiary under the Plan;

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income and, effective January 1, 2018, without regard to Code section 165(h)(5));

(7) effective January 1, 2022, expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency (FEMA) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

(8) other circumstances as established by the Secretary of Treasury or pursuant to applicable Treasury Regulations that are deemed immediate and heavy financial needs with respect to elective contributions.

For purposes of this Section 7.9(a), a "primary beneficiary under the Plan" is an individual who is named as a Beneficiary under the Plan and has an unconditional right, upon the death of the Employee, to all or a portion of the Employee's account balance under the Plan.

(b) Distribution of Amount Necessary to Meet Need. A distribution will be treated as necessary to satisfy an immediate and heavy financial need of a Participant only if the following requirements are met:

(1) The Participant has obtained all other distributions (including prior to January 1, 2019, any nontaxable loans) currently available under this Plan, if any, and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Adopting Employer.

(2) The amount of the distribution must not be in excess of the amount required to satisfy the financial need of the Participant (including any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution); and

(3) Effective January 1, 2020, the Participant has provided to the Plan Administrator a representation in writing (including by using an electronic medium if permitted by the Plan Administrator), or in such form as may be prescribed by applicable guidance, that the Participant has insufficient cash or other liquid assets reasonably available to meet the need, and the Plan Administrator does not have actual knowledge that is contrary to such representation.

In addition to the foregoing requirements, the Plan Administrator may, as a condition to receiving a hardship distribution, require that a Participant complete the Plan's application process and provide required documentation to substantiate the immediate and heavy financial need.

A Participant who received a hardship distribution under this Section 7.9 prior to January 1, 2019 was not permitted to make any Elective Deferrals under this Plan and elective contributions and employee contributions under any other plan of his/her Employer (including all qualified and nonqualified deferred compensation plans maintained by such employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for six (6) months following receipt of the hardship distribution. Effective for hardship distributions received on or after January 1, 2019, the 6-month suspension requirement was eliminated. For Participants who received a hardship distribution within the 6 months prior to January 1, 2019, the suspension applied for the full 6 months.

(c) Payment of Hardship Distribution. As soon as practicable after the Plan Administrator's determination that an immediate and heavy financial need exists with respect to the Participant, the Plan Administrator will pay to the Participant the amount requested by the Participant that is necessary to meet the need created by the hardship. A Participant shall not be entitled to receive a distribution pursuant to this Section 7.9 if the amount necessary to meet the immediate and heavy financial need is less than one thousand dollars (\$1,000.00).

(d) Exchange of Information. To the extent that the Adopting Employer enters into agreements with providers of annuity contracts (as defined in Code Section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code Section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code Section 403(b)(9)) that are not administered by the Board, the Adopting Employer shall be responsible for ensuring that the terms of such other agreements provide for the exchange of information among the Employer, the Board and such other providers to the extent necessary to comply with the requirements of the Code and applicable Treasury Regulations.

7.10 Direct Rollovers.

(a) Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 7.10, a distributee may elect at the time and in the manner prescribed by the Plan Administrator, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Notice of Rollover Rights. The Plan Administrator shall be responsible for providing, within a reasonable time period before making an eligible rollover distribution, an explanation to the Participant of his or her right to elect a direct rollover and the income tax withholding consequences of not electing a direct rollover.

(c) Definitions. For purposes of this Section 7.10, the following terms shall have the following meanings:

(1) Eligible rollover distribution: An "eligible rollover distribution" is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that

is one of a series of substantially equal periodic payments made (not less frequently than annually) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under Code section 401(a)(9); any distribution which is made upon the hardship of the Participant pursuant to Section 7.9; and any other distribution which is not an eligible rollover distribution under applicable law.

The maximum amount which may be transferred in an eligible rollover distribution shall not exceed the maximum amount as defined in Code section 402(c)(2). A portion of a distribution shall not fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may be transferred only to either: (i) a qualified defined contribution plan described in Code section 401(a) or 403(a), or an annuity contract described in Code section 403(b) (including a Code section 403(b)(7) custodial account and a Code section 403(b)(9) retirement income account) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible; (ii) an individual retirement account or annuity described in Code section 408(a) or (b); or (iii) a Roth IRA described in Code section 408A.

(2) Eligible retirement plan: An "eligible retirement plan" includes any of the following to the extent that it accepts the distributee's eligible rollover distribution: an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); a Roth IRA described in Code section 408A, an annuity contract described in Code section 403(b) (including custodial accounts described in Code section 403(b)(7) and retirement income accounts described in Code section 403(b)(9)); a qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); an eligible deferred compensation plan described under Code section 457(b) which is maintained by an eligible employer described in Code section 457(e)(1)(A); and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a Code section 403(b) plan.

Notwithstanding the foregoing, in the case of an eligible rollover distribution to a Beneficiary who, at the time of Participant's death, was neither the Participant's surviving Spouse or the Participant's Spouse or former Spouse who is the alternate payee, an eligible retirement plan is an individual retirement account or individual retirement annuity (IRA) that has been established on behalf of the Beneficiary as an inherited IRA (within the meaning of section 408(d)(3)(C) of the Code).

(3) Distributee: A "distributee" includes the following:

(A) a Participant who is an Employee or former Employee;

(B) the Employee's or former Employee's surviving Spouse with regard to the interest of the surviving Spouse;

(C) the Employee' or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), with regard to the interest of the Spouse or former Spouse; and

(D) a Beneficiary who, at the time of Participant's death, was neither the Participant's surviving Spouse nor the Participant's Spouse or former Spouse who is an alternate payee.

(4) Direct rollover: A "direct rollover" is a payment by the Plan to the eligible retirement plan specified by the distributee. A direct rollover of a distribution from a Participant's Roth Contributions Account will only be made to another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) or a Roth IRA described in Code section 408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

7.11 In-Plan Roth Rollovers/Transfers.

(a) Right to Elect In-Plan Roth Rollover/Transfer. A Participant may elect to transfer amounts to an In-Plan Roth Rollover Account or In-Plan Roth Transfer Account. Salary Reduction Contributions, Employer Basic Contributions, Employer Matching Contributions, Foreign Missionary Employer Contributions, Foreign Missionary Employee Contributions, After-Tax Contributions, Rollover Contributions and Transfer Contributions are available for In-Plan Roth Transfers and In-Plan Roth Rollovers. A Participant loan that is transferred (without changing the loan repayment schedule) to a Participant's In-Plan Roth Rollover or In-Plan Roth Transfer Account is not treated as a new loan.

(b) Participant Includes Certain Alternate Payees. For purposes of eligibility for an In-Plan Roth Rollover or In-Plan Roth Transfer, the Plan will treat a Participant's alternate payee spouse or former spouse as a Participant.

(c) Withdrawal of In-Plan Roth Rollover/Transfer. A Participant may withdraw amounts from his In-Plan Roth Rollover Account or In-Plan Roth Transfer Account only when the Participant is eligible for a distribution from the source of the In-Plan Roth Rollover or In-Plan Roth Transfer. An In-Plan Roth Rollover or In-Plan Roth Transfer does not accelerate or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Rollover or In-Plan Roth Transfer.

(d) Definitions. The following definitions apply for purpose of this Section 7.11:

(1) In-Plan Roth Rollover. An In-Plan Roth Rollover means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Account, into an In-Plan Roth Contributions Account, in accordance with Code section 402(c)(4)(E). An In-Plan Roth Rollover may only be made with respect to amounts that are distributable under the terms of the Plan. In-Plan Roth Rollovers

will be administered as provided by IRS guidance and the Plan provisions. In-Plan Roth Rollovers will be credited to the Participant's In-Roth Plan Rollover Account.

(2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than from a designated Roth Contributions Account, into an In-Plan Roth Transfer Account, in accordance with Code section 402(c)(4)(E). An In-Plan Roth Transfer may be made only with respect to amounts that are not distributable under the terms of the Plan nor is there a distributable right under the Code. In-Plan Roth Transfers will be administered as provided by IRS guidance and the Plan provisions. In-Plan Roth Transfers will be credited to the Participant's In-Plan Roth Transfer Account.

7.12 Loans. Each Participant may borrow amounts from his/her Account. All such loans shall be subject to such written rules and guidelines as the Plan Administrator shall prescribe from time to time, including procedures for applying for such loans and administrative fees for handling such loans and loan repayments. A loan to a Participant must, at a minimum, meet the following requirements:

(a) Amount of Loan. The minimum amount of any loan must be at least one thousand dollars (\$1,000.00). The maximum principal amount of any loan balance owed by a Participant to this Plan shall not exceed the lesser of:

(1) fifty thousand dollars (\$50,000.00) reduced by the aggregate of the highest outstanding balances of such loans during the immediately preceding twelve-month period; and

(2) the greater of fifty percent (50%) of the Participant's vested Account or ten thousand dollars (\$10,000.00).

The Plan Administrator is authorized to adopt rules which either reduce the maximum principal amount available for a loan or provide a different minimum amount which may be loaned to a Participant.

(b) Maximum Term. The repayment term of any loan may not exceed five (5) years from the date on which the loan is made (fifteen (15) years in the case of a loan used to purchase the principal residence of the Participant).

(c) Interest Rate. Each loan shall bear a rate of interest equal to one percent (1%) above the prime rate, as determined by the Plan Administrator.

(d) Repayment. Except as provided in regulations under Code section 72(p)(2)(C), any loan shall provide for substantially level amortization of the loan over the term of the loan. All loans under this Plan must be paid by ACH (bank draft), with payments to be made not less frequently than monthly; provided, however, that loan repayments may be made by payroll deduction, subject to the approval of the Plan Administrator.

(e) Collateral. A Plan loan shall be secured by up to fifty percent (50%) of the Participant's Account.

(f) Notes. All loans shall be evidenced by a collateral promissory note containing such terms and conditions as the Plan Administrator shall require.

(g) Frequency. A Participant shall be permitted to have only one Plan loan outstanding at any one time.

(h) Exchange of Information with Vendors. To the extent that the Adopting Employer enters into agreements with providers of annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, or custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or with providers of other retirement income accounts (as defined in Code section 403(b)(9)) that are not administered by the Board, the Adopting Employer shall be responsible for ensuring that the terms of such other agreements provide for the exchange of information among the Adopting Employer, the Board and such other providers to the extent necessary to comply with the requirements of the Code and applicable Treasury Regulations. To minimize the instances in which Participants have taxable income as a result of loans from the Plan, the Adopting Employer shall take such steps as may be appropriate to ensure that all Plan loans comply with the limitations on loans set forth in Subsection (a), including, for example, the collection of information from other providers, and transmission of information requested by any other provider concerning the outstanding balance of any loans made to a Participant under the Plan or any other plan of the Adopting Employer. The Adopting Employer shall also take such steps as may be appropriate to collect information from providers and transmit information to any provider, concerning any failure by the Participant to timely repay any loans made to a Participant under the Plan or any other plan of the Adopting Employer.

7.13 Plan to Plan Transfers.

(a) Automatic Transfer. A Participant who terminates (or has terminated) employment with an Adopting Employer and who is subsequently employed by another Adopting Employer shall have his/her entire Account, if any, automatically transferred to such other Adopting Employer's Plan immediately upon commencement of employment with such other Adopting Employer. Any such transfer shall comply with the requirements of Treasury Regulation § 1.403(b)-10(b)(3).

(b) No Other Transfers Permitted. Except as provided in Section 7.10 and Section 7.13(a), the Plan does not permit transfers of a Participant's Account held by the Trustees to be transferred to another plan described in Code section 403(b) or any other retirement plan.

**ARTICLE VIII
FORMS OF BENEFIT PAYMENT**

8.1 Benefit Options. Subject to the provisions of Article VII, a Participant may elect in writing to receive a benefit payable under one of the options described below. Any such election described in Section 8.1(b) or (c) below shall be irrevocable after benefit payments commence under the Plan.

(a) Installment Form. The installment form shall provide installment payments for a designated number of years specified by the Participant. Subject to the provisions of Section 8.2, the payment of benefits under the installment form shall commence as of the date specified by the Participant and approved by the Plan Administrator. If a Participant dies prior to receiving all of the installment payments to which he/she is entitled, benefits will continue to be paid in the same time and manner to his/her surviving Spouse. If the Participant's designated Beneficiary is not his/her surviving Spouse, such Beneficiary shall receive the Participant's remaining Account balance in the form of a lump sum distribution.

(b) Lump Sum. The lump sum form of payment shall provide a single distribution on a date specified by the Participant equal to the value of all or a portion of the Participant's Account. Subject to the provisions of Section 8.2, a lump sum payment shall be paid on the date specified by the Participant and approved by the Plan Administrator.

(c) Annuity. A Participant may elect to have all or a portion of the balance of his/her Account, as determined on the Valuation Date, used by the Board to purchase a single premium commercial annuity from an organization selected by the Participant which issues such annuities, payable in a form selected by the Participant. If a Participant selects an annuity form of payment, the decision to receive benefits in such form, and the selection of the annuity provider, shall be that of the Participant only, and neither the Board, the Plan Administrator nor the Trustees shall have any responsibility for, or liability with respect to, such decision and selection. If any portion of the Participant's Account is distributed as an annuity, the distribution periods described in this Article VIII cannot exceed the periods specified in Treasury Regulations 1.401(a)(9)-6. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A-1 and Q&A-4 of Treasury Regulation 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Treasury Regulation 1.401(a)(9)-6.

8.2 Required Beginning Date. For Participants who attained (or who would have attained age 70½) prior to January 1, 2020, the entire interest of each Participant will be distributed beginning no later than April 1 following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires. For Participants who attain (or who would have attained) age seventy and one-half (70½) on or after January 1, 2020, the entire interest of each Participant will be distributed beginning no later than April 1 following the later of the calendar year in which the Participant attains age 72 or the calendar year in which the Participant retires.

It is intended that this Section 8.2 and Section 8.3 reflect compliance with the provisions of Section 401 of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the

"SECURE Act") and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent.

8.3 Minimum Distribution Requirements.

(a) Notwithstanding any other provisions in this Plan, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, the Plan shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder in accordance with this Section 8.3. The provisions of this Section 8.03 shall override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9).

(b) Required Minimum Distributions. Distribution of the Participant's Account shall be distributed beginning no later than the Required Beginning Date, over (1) the life of the Participant, (2) the lives of the Participant and Spouse, or a Designated Beneficiary if there is no Spouse, or (3) a period certain not extending beyond the life expectancy of the Participant or the joint and survivor expectancy of the Participant and Spouse, or Designated Beneficiary if there is no Spouse.

(1) If the Participant's Account is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 72 or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Account, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of his/her birthday in the year. (For Participants who attained (or would have attained) age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.) However, if the Participant's sole Designated Beneficiary is his/her surviving Spouse and such Spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages of the Participant and the Spouse's birthdays in the year.

(2) If the Participant's Account is distributed as an annuity, the distribution periods described above cannot exceed the period specified in section 1.401(a)(9)-6 of the Treasury Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

(3) The required minimum distribution for the year the Participant attains age 72 or retires (or the first required annuity payment) can be made as late as the Required Beginning Date. The required minimum distribution (or required annuity payment) for any other year, including the year that contains the Required Beginning Date, must be made by the end of such year. (For Participants

who attained age 70½ prior to January 1, 2020, the reference to age 72 in this subsection shall be replaced with age 70½.)

(c) Death Before the Required Beginning Date or Date Required Annuity Payments Begin. If the Participant dies before the Required Beginning Date (or the date required payments begin, in the case of any annuity), the Participant's entire interest will be distributed at least as rapidly as follows:

(1) If the Participant's Designated Beneficiary is someone other than the Participant's surviving Spouse, the entire interest will be distributed, starting by the end of the calendar year immediately following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his/her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(2) If the Participant's surviving Spouse is the Participant's sole Designated Beneficiary, the entire interest will be distributed starting by the end of the calendar year immediately following the calendar year of the Participant's death (or by the end of the calendar year in which the Participant would have attained age 72, if later) over the surviving Spouse's life, or, if elected, in accordance with paragraph (3) below. (For Participants who attained (or would have attained age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.) If the surviving Spouse dies before distributions are required to begin, the remaining interest will be distributed starting by the end of the calendar year following the calendar year of the Spouse's death, over the Spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of his/her birthday in the year following the death of the Spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving Spouse dies after distributions are required to begin, any remaining interest will be distributed under the contract option chosen, in the case of an annuity, or over the Spouse's remaining life expectancy determined using the Spouse's age as of his/her birthday in the year of the Spouse's death.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the Participant's entire interest, to the extent required by regulations, will be distributed by the end of the calendar year containing the fifth anniversary of the Participant's death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph (2) above).

(d) Death on or After Required Beginning Date or Date Required Annuity Payments Begin. If the Participant's Account is distributed as an annuity and the Participant dies on or after required payments begin, the remaining portion of the Participant's interest will continue to be distributed under the contract option chosen. If the Participant's Account is not distributed as an annuity and the Participant dies on or after the Required Beginning Date, the remaining interest shall be distributed at least as rapidly as follows:

(1) If the Beneficiary is someone other than the Participant's surviving Spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his/her birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below, if longer.

(2) If the Participant's sole Designated Beneficiary is the Participant's surviving Spouse, the remaining interest will be distributed over the Spouse's life or over the period described in paragraph (3) below, if longer. Any interest remaining after the Spouse's death will be distributed over the Spouse's remaining life expectancy determined using the Spouse's age as of his/her birthday in the year of the Spouse's death, or, if the distributions are being made over the period described in paragraph (3) below, over such period.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the remaining interest will be distributed over the Participant's remaining life expectancy determined in the year of the Participant's death.

(4) The amount to be distributed each year under paragraphs (1), (2) or (3), beginning with the calendar year following the calendar year of the Participant's death, is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving Spouse as the sole Designated Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to such Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Beneficiary's or Participant's age in the year specified in paragraphs (1), (2) or (3), and reduced by one for each subsequent year.

(e) Except in the case of a distribution as an annuity, the amount to be distributed each year under Section 8.3(c)(1) or 8.3(c)(2) is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving Spouse as the Designated Beneficiary, the Spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the Spouse's age in the year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in Section 8.03(c)(1) or (2) and reduced by one for each subsequent year. The "value" of the Account or the "interest" in the annuity includes the amount of any outstanding rollovers and transfers and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

(f) For purposes of Sections 8.3(c) and 8.3(d) above, the required annuity payments are considered to begin on the Participant's Required Beginning Date or, if

applicable, on the date distributions are required to begin to the surviving Spouse under Section 8.3(c)(1) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Contract meeting the requirements of section 1.401(a)(9)-6 of the Treasury Regulations, or under a Retirement Income Account meeting the requirements of section 1.403(b)-6(e)(5) of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date.

(g) **Definitions.** For purposes of this Section 8.3, the following terms shall have the following meanings:

(1) **Designated Beneficiary.** The individual who is designated as the Beneficiary under Section 2.5 and is the “designated beneficiary” under Code section 401(a)(9) and Treasury Regulations § 1.401(a)(9)-4.

(2) **Required Beginning Date.** The term Required Beginning Date is defined in Section 8.2.

(h) **Deaths Occurring After December 31, 2019.**

(1) **Applicability.** This Section 8.3(h) applies to Participants who die after December 31, 2019 and shall supersede any contradictory provisions of Section 8.3 with respect to such Participants except as otherwise provided in this Section 8.3(h). If a Participant dies before January 1, 2020 and the Participant’s Designated Beneficiary dies after January 1, 2020, the provisions of this Section 8.3(h) shall apply to distributions to the beneficiary of the Participant’s Designated Beneficiary. The intent of this Section 8.3(h) is to reflect compliance with the provisions of Section 401 of the Setting Every Community Up for Retirement Enhancement Act of 2019 (the “SECURE Act”) and guidance thereunder and shall be interpreted and applied in a manner consistent with such intent.

(2) **No Designated Beneficiary.** If there is no Designated Beneficiary, the deceased Participant’s entire interest will be distributed in accordance with the rules described in Sections 8.3(c)(3) and 8.3(d)(3), as applicable.

(3) **Non-Eligible Designated Beneficiary.** If the distributee of a deceased Participant’s interest is a Designated Beneficiary who is not an Eligible Designated Beneficiary, the deceased Participant’s entire interest will be distributed by December 31 of the calendar year containing the tenth anniversary of the Participant’s death.

(4) **Eligible Designated Beneficiary.** If the distributee is a Designated Beneficiary who is an Eligible Designated Beneficiary:

(A) the deceased Participant’s interest will be distributed in accordance with the rules described in Section 8.3(c), provided that an Eligible Designated Beneficiary may elect, instead of utilizing the life expectancy method of distribution described in Code section 401(a)(9)(B)(iii), to have the Participant’s entire interest distributed to the

Eligible Designated Beneficiary by December 31 of the calendar year containing the tenth anniversary of the Participant's death; and

(B) if the Eligible Designated Beneficiary dies before receiving distribution of the Eligible Designated Beneficiary's entire interest in the Participant's account, the Plan will distribute the remainder of such interest in full by December 31 of the calendar year containing the tenth anniversary of the Eligible Designated Beneficiary's death.

(5) Definition of Eligible Designated Beneficiary.

(A) An individual is an "Eligible Designated Beneficiary" of a Participant if the individual qualifies as a Designated Beneficiary and is:

(1) the Participant's surviving spouse;

(2) the Participant's child who has not reached the age of majority (as defined for purposes of Code section 401(a)(9)(F), subject to the provisions of Section 8.3(f)(5)(b);

(3) an individual who is disabled, as defined in Code section 72(m)(7);

(4) a chronically ill individual, as defined in Code section 401(a)(9)(E)(ii)(IV); and

(5) an individual not described in (1) – (4) above who is not more than 10 years younger than the Participant.

(B) An individual who is the Participant's child shall cease to be an Eligible Designated Beneficiary as of the date the individual reaches the age of majority (as defined for purposes of Code section 401(a)(9)(F)) and the remainder of such individual's interest shall be distributed within 10 years after such date.

(C) The determination of whether a Designated Beneficiary is an Eligible Designated Beneficiary shall be made as of the date of death of the Participant.

(6) Trust. In the case of an applicable multi-beneficiary trust, as such term is defined in Code section 401(a)(9)(H)(v), the provisions of Code section 401(a)(9)(H)(iv) shall be applied to determine the application of the rules described in this Section 8.3(h) with respect to such trust.

(7) Qualified Annuity. This Section 8.3(h) shall not apply to any "qualified annuity," as such term is defined in Section 401(b)(4)(B) of the SECURE Act, that was a binding annuity contract in effect on December 20, 2019 and at all times thereafter, or to any annuity or similar distribution method that is excluded from the application of Section 401(b)(4)(B) of the SECURE Act by subsequent

regulation or guidance. Such qualified annuity shall be subject to the rules otherwise provided in this Section 8.3.

8.4 Trusts as Designated Beneficiaries. References in this Plan to the life expectancies or lives of designated Beneficiaries who are individuals shall include individuals who are beneficiaries of a trust which is designated as a Beneficiary, provided that the trust is an "eligible trust." A trust is an "eligible trust" if all of the following conditions are met:

(a) The trust is a valid trust under state law, or would be but for the fact that there is no corpus.

(b) The trust is irrevocable or, if revocable, will become irrevocable upon the Participant's death.

(c) The beneficiaries of the trust who are beneficiaries with respect to the trust's interest in the Participant's benefit are identifiable from the trust instrument within the meaning of Treasury Regulations § 1.401(a)(9)-4, Q&A 5.

(d) The Participant provides the Plan Administrator with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement, and certifies that, to the best of the Participant's knowledge, this list is correct and complete and that all the other requirements listed in subsections (a) through (c) above have been met. In addition, the Participant must provide the Plan Administrator with a copy of the trust on request.

If a trust meets the foregoing requirements, the relevant life expectancy of the designated Beneficiary for purposes of calculating distributions shall be the life expectancy of the trust beneficiary who has the shortest life expectancy. A trust that does not meet the foregoing requirements will be treated as having no life expectancy, but still may be designated as a Participant's Beneficiary.

**ARTICLE IX
PLAN ADMINISTRATION**

9.1 Plan Administrator. Except as provided in Section 13.3(a), the Board shall serve as the administrator of the Plan and shall administer the Plan in accordance with its terms. The Board may appoint such other persons or entities to assist it in discharging its duties described in Section 9.2.

9.2 Powers and Duties of the Plan Administrator. The Plan Administrator shall have such other duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:

(a) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder;

(b) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits;

(c) to prepare and distribute, in such manner as the Plan Administrator deems to be appropriate, information explaining the Plan;

(d) to receive from the Adopting Employer and from Participants such information as shall be necessary for the proper administration of the Plan;

(e) to furnish the Participant or the Adopting Employer, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(f) to appoint or employ individuals to assist in the administration of the Plan and any other agents it deems advisable, including legal and actuarial counsel;

(g) to make all determinations as to the right of any person to a benefit pursuant to Article VII; and

(h) to exchange information with Adopting Employers to the extent necessary to administer the Plan and comply with the requirements of Code section 403(b) and the applicable regulations.

9.3 Rules and Decisions. The Plan Administrator may adopt such rules as it deems necessary, desirable, or appropriate in administering the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished by a Participant or Beneficiary.

9.4 Application and Forms for Distributions. The Plan Administrator may require a Participant or Beneficiary to complete and file with the Plan Administrator an application for distributions and all other forms approved by the Plan Administrator and to furnish all pertinent information requested by the Plan Administrator. The Plan Administrator may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

**ARTICLE X
CLAIMS PROCEDURE**

10.1 Filing of Claim. A Plan Participant or Beneficiary shall make a claim for Plan benefits by filing a written request with the Plan Administrator upon a form to be furnished to him/her for such purpose. All claims shall be filed and processed in accordance with rules and procedures adopted by the Plan Administrator for such purposes.

10.2 Denial of a Claim. If a claim is wholly or partially denied, the Plan Administrator shall furnish the Participant or Beneficiary with written notice of the denial within a reasonable time after the original claim was filed. This notice of denial shall provide:

- (a) The specific reason or reasons for denial;
- (b) A specific reference to pertinent Plan provisions on which denial is based;
- (c) A description of any additional information needed to perfect the claim and an explanation of why such information is necessary; and
- (d) An explanation of the Plan's claim procedures.

10.3 Review of Denial. The Participant or Beneficiary shall have sixty (60) days from receipt of the denial notice in which to make written application for review by the Plan Administrator.

10.4 Decision upon Review. The Plan Administrator shall issue a decision on such review within a reasonable time after receipt of an application for review as provided in Section 10.3. The decisions of the Plan Administrator shall be binding on all parties and shall be afforded the maximum deference permitted by law.

**ARTICLE XI
THE TRUST FUND AND TRUSTEE**

11.1 Existence of Trust. The Board has entered into a Trust Agreement with the Trustees to hold the funds accumulated under the provisions of this Plan.

11.2 Exclusive Benefit Rule. The Trust Fund shall be received, held in trust, and disbursed by the Trustees in accordance with the provisions of the Trust Agreement and this Plan. Subject to Code section 414(p), no part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. No person shall have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement, or both.

11.3 Appointment and Removal of the Trustees. The appointment, removal, and terms and conditions of employment of the Trustees shall be determined by the Board.

11.4 Powers of Trustees. The Trustees shall have such powers to hold, invest, reinvest, or to control and disburse assets of the Trust Fund as set forth in the Trust Agreement or this Plan. The Trustees shall also have the authority to make allocations with respect to individual Participant's Accounts and to notify Participants of the amount of their Account balances at least annually.

11.5 Integration of Trust. The Trust Agreement shall be deemed to be a part of this Plan, and all rights of Participants or others under this Plan shall be subject to the provisions of the Trust Agreement.

11.6 Delegation of Authority. The Trustees may authorize any agent or agents to carry out their duties, and may employ such counsel, auditors, and other specialists and such clerical, actuarial and other services as it may require in carrying out the provisions of this Plan.

**ARTICLE XII
AMENDMENT AND TERMINATION**

12.1 Right to Amend. The Board, or any such committee that it shall appoint as may be necessary to carry on its work, may amend the Plan at any time; provided that:

(a) No modification or amendment shall make it possible for assets of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries, other than such part as may be required to pay taxes, if any, or administrative expenses of the Plan.

(b) No modification or any amendment shall reduce the Account of any Participant, or the Beneficiary of any deceased Participant.

12.2 Right to Terminate.

(a) While it is expected that the Plan will be continued indefinitely, the Board reserves the right to reduce, suspend or discontinue contributions to the Plan or to terminate the Plan at any time, in accordance with the Bylaws. In the event of such termination of the Plan, the amounts maintained in accounts of affected Participants shall, unless the Board exercises its right pursuant to Section 12.2(c), remain to be used by the board to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan.

(b) In the event of termination of the Plan pursuant to subsection (a), all Salary Reduction Agreements of affected Participants shall be terminated automatically. The Board shall, notwithstanding anything in this Plan to the contrary, have the right, in its sole discretion, to make a single sum payment to each affected Participant or Beneficiary with benefit rights under the Plan in lieu of making the benefit payments otherwise provided for herein, thereby fully discharging the Plan and the Board of all liability with respect thereto; provided, however, that in the event of such distribution, the Adopting Employer shall not make contributions to an alternative Code section 403(b) contract that is not part of the Plan during the period beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted in the applicable Treasury Regulations.

(c) In the event of any termination of the Plan pursuant to this Section 12.2, the Accounts of all Participants shall become fully vested and nonforfeitable.

12.3 Cessation of Participation

(a) In the event an Adopting Employer no longer meets the criteria for participation in this Plan, the Adopting Employer shall immediately notify the Plan Administrator of such fact and shall promptly discontinue future contributions to the Plan. Until such time as the Adopting Employer provides such notice, the Plan shall be permitted to accept contributions from such Adopting Employer.

(b) The Plan Administrator shall have the right to terminate an Adopting Employer's eligibility to make future contributions to the Plan at any time the Plan

Administrator determines that the Adopting Employer is ineligible to continue participation in the Plan, is not timely supplying the information required by the Plan Administrator to administer the Plan, is not timely remitting contributions or is otherwise not complying with applicable requirements under the Plan or the procedures established by the Plan Administrator.

(c) In the event an Adopting Employer ceases to be eligible to make future contributions to the Plan pursuant to Sections 12.3(a) or (b):

(1) Except as provided subsection (2), the amounts maintained in Accounts of affected Participants with respect to such Adopting Employer shall remain in the Trust Fund to pay benefits to or on behalf of the affected Participants in accordance with the applicable provisions of the Plan.

(2) The Plan Administrator, in its sole discretion, may transfer the Accounts of those Participants who are currently employed by the Adopting Employer directly to a retirement plan that is eligible to receive such a transfer under the provisions of the Code and any applicable Treasury Regulations promulgated thereunder. To effect such a transfer, the affected Participants or the Employer shall complete such forms as the Plan Administrator deems necessary to ensure that the applicable requirements of the Code related to such transfer are satisfied. Any such transfer must comply, to the extent applicable, with the requirements of Treasury Regulations section 1.403(b)-10(b)(3) and/or, to the extent applicable, the requirements of Code section 414(z) and any Treasury Regulations promulgated thereunder, as well as with any rules and procedures established by the Plan Administrator for such purposes. The Accounts of Participants who are former Employees of the Employer will not be transferred pursuant to this Section.

(d) In all events, the Adopting Employer shall take all reasonable steps requested by the Plan Administrator to preserve the status of the Plan as a Code section 403(b)(9) church retirement income account program and a church plan as defined in Code section 414(e) and ERISA section 3(33).

ARTICLE XIII
NON-QUALIFIED CHURCH CONTROLLED ORGANIZATIONS

13.1 Non-Qualified Church-Controlled Organizations. Notwithstanding any provisions of the Plan to the contrary, the provisions of this Article XIII shall apply to any Adopting Employer that is a Nonqualified Church-Controlled Organization.

13.2 Establishment of Plan. To the extent permitted by applicable law, Treasury Regulations and other guidance, an Adopting Employer described in Section 13.1 intends that any annuity contracts issued by an insurance company or mutual funds provided by a regulated investment company will be investments of this Plan and will not be subject to the requirements of either Code section 403(b)(1) or 403(b)(7), and instead will be subject to the requirements of Code section 403(b)(9).

13.3 Multiple Vendor Requirements. The following provisions apply to an Employer described in Section 13.1 that establishes a plan pursuant to this Plan document and utilizes multiple Funding Vehicles under its Plan.

(a) Plan Administrator. Notwithstanding the provisions of Article IX, the Adopting Employer shall be responsible for the administration of its Plan and coordinating compliance with respect to all Vendors and Funding Vehicles under its Plan.

(b) Current and Former Vendors. To the extent required by applicable law, regulations and other guidance, each Adopting Employer shall maintain a list of all Vendors included under the Plan. Such list is hereby incorporated as part of the Plan as required by Code section 403(b), the applicable Treasury regulations and other guidance. Each Vendor and the Adopting Employer shall exchange such information as may be necessary to satisfy Code section 403(b) or other requirements of applicable law. In the case of a Vendor that has ceased to be a Vendor eligible to receive contributions under the Plan or a Vendor holding assets under the Plan pursuant to a contract exchange described under Treasury Regulation § 1.403(b)-10(b)(2), the Adopting Employer shall keep the Vendor informed of the name and contact information of the Adopting Employer in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

(c) Relationship of Plan to Vendor Contracts. The Adopting Employer shall be responsible for ensuring that there is no inconsistency between the terms of this Plan and the terms of any Vendor Contract(s) used to provide Funding Vehicles under the Plan. In the event there is any inconsistency, the terms of this Plan document shall control.

(d) Exchange of Information. To the extent that an Adopting Employer enters into agreements with one or more Vendors in addition to the Board, the Adopting Employer shall be responsible for ensuring that the terms of all Vendor Contracts provide for the exchange of information among the Adopting Employer, the Board and such other Vendors to the extent necessary to comply with the requirements of the Code and applicable Treasury Regulations. Such exchange of information shall include:

(1) Information from the Adopting Employer as to whether the Participant has had a severance from employment (for purposes of the distribution restrictions under Code section 403(b)(11);

(2) the Vendor providing information to the Adopting Employer or other Vendors concerning the Participant's or Beneficiary's Code section 403(b) contracts, custodial accounts, or retirement income accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any rollover accounts that are available to satisfy the financial need under the hardship withdrawal rules (pursuant to Treasury Regulation § 1.401(k)- 1(d)(3)(iii)(B)); and

(3) information necessary in order for the Adopting Employer to satisfy other tax requirements, including the following: (i) the amount of any plan loan that is outstanding to the Participant in order for a Vendor to determine whether an additional plan loan satisfies the loan limitations of Section 7.12(a) so that any such additional loan is not a deemed distribution under Code section 72(p)(1); (ii) information concerning the Participant's or Beneficiary's after-tax employee contributions in order for a Vendor to determine the extent to which a distribution is includible in gross income; and (iii) information relating to any Roth Contributions (including the time upon which such contributions were first received by the Vendor) necessary to determine the extent to which a distribution is a qualified distribution within the meaning of Code section 402A(d)(2).

(e) Changes in Investments and Contract Exchanges.

(1) Contributions Invested Under Funding Vehicle Provided by Board. All contributions to the retirement income accounts administered by the Board under the Plan shall be invested in accordance with the provisions of Article V. No investment exchanges or contract exchanges with any other Vendor, regardless of whether the Vendor is eligible to receive contributions under the Plan, shall be permitted with respect to such contributions.

(2) Contributions Investment Under Funding Vehicles Provided by Vendors Other than Board. To the extent provided in the Vendor Contracts, a Participant may make changes in the investment of his Account balance among Vendors under the Plan. Further, to the extent provided in the Vendor Contracts, the Adopting Employer may elect to allow each Participant to transfer the investment of his Account balance from a Vendor approved to receive contributions under the Plan to a vendor that is not eligible to receive contributions under the Plan. Any such exchange or transfer must be made in accordance with the requirements of Treasury Regulation § 1.403(b)-10(b)(2).

(f) Plan to Plan Transfers. To the extent provided in a Vendor Contract, the Employer may allow a Participant to transfer the investment of his Account balance to be transferred to another Code section 403(b) plan. Any such transfer must be made in accordance with the requirements of Treasury Regulation § 1.403(b)-10(b)(3).

(g) Vendor Contracts Control Investment, Distribution and Claims. The terms of the individual Vendor Contract shall control the investment, distributions of, and loans

made with respect to all Contributions made pursuant to such Vendor Contract, as well as the resolution of any claims relating to such Contributions.

13.4 Nondiscrimination Requirements. Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of a Participant by an Adopting Employer described in Section 13.1 must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A), including the following requirements:

(a) Salary Reduction Contributions. To the extent required by applicable law and at least once during each Plan Year, the Adopting Employer must provide each Employee with notice of the Employee's effective opportunity to enter into a Salary Reduction Agreement with the Employer.

(b) Contribution Percentage.

(1) For each Plan Year, the Average Contribution Percentage ("ACP") of Highly Compensated Employees must bear a relationship to the ACP for Non-Highly Compensated Employees which satisfies either of the following tests for nondiscrimination:

(A) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 1.25; or

(B) The ACP for Participants who are Highly Compensated Employees is not more than the ACP for Participants who are Non-Highly Compensated Employees multiplied by 2, and the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who are Non-Highly Compensated Employees by more than two (2) percentage points.

(2) If neither of the requirements of subsection (1)(A) or (1)(B) is satisfied, then the Excess Contributions with respect to Highly Compensated Employees shall be distributed, notwithstanding any other provisions of the Plan. Such Excess Contributions, including any income allocable thereto, shall be distributed beginning with the contributions made on behalf of Participants with the highest dollar amount of contributions, to the extent necessary to meet the requirements of subsections (1)(A) or (1)(B), whichever is met first. Any reduction in contributions shall be made from Employer Matching Contributions.

(3) Income or losses allocable to Excess Contributions in the Matching Contributions Account shall be determined based on a method of adjustment as selected by the Board and as permitted under the Code.

(4) Distributions under this Section 13.4(b) shall be made no later than the last day of each Plan Year to the Participants on whose behalf such Excess Contributions were made for the preceding year.

(5) At any time during the Plan Year, the Employer may make an estimate of the amount of Matching Contributions that will be permitted under this Section 13.4(b) and may reduce the maximum permitted contributions for Highly Compensated Employees under Section 4.3 to the extent the Employer determines in its sole discretion is necessary to satisfy at least one of the requirements of subsection (b)(1).

13.5 Definitions. For purposes of this Article XIII, the following definitions shall apply:

(a) Average Contribution Percentage means the average of the Contribution Percentages of the Eligible Participants in a group (calculated separately for each Participant in the group).

(b) Contribution Percentage means the ratio (expressed as a percentage) of the Participant's Contribution Percentage Amounts to the Participant's Compensation for the Plan Year (whether or not the Employee was a Participant for the entire Plan Year).

(c) Contribution Percentage Amount means the amount of Employer Matching Contributions made under the Plan on behalf of the Participant for the Plan Year.

(d) Eligible Participant means any Participant who is otherwise authorized under the terms of the Plan to make a contribution to the Plan during the Plan Year.

(e) Excess Contributions shall mean the amount by which After-Tax Contributions and Matching Contributions must be reduced under Section 13.4(b)(2) for any individual.

(f) Funding Vehicle shall mean the annuity contracts issued by an insurance company qualified to issue annuities, as defined in Code section 403(b)(1), the custodial accounts issued by a regulated investment company, as defined in Code section 403(b)(7), and the retirement income accounts, as defined in Code section 403(b)(9), utilized for funding benefits payable under the Plan and specifically approved by the Employer for use under the Plan.

(g) Highly Compensated Employee. The term "Highly Compensated Employee" includes highly compensated active Employees and highly compensated former Employees.

(1) A highly compensated active Employee includes any Employee who performs service for the Eligible Employer during the Plan Year and who, during the calendar year immediately preceding the Plan Year received Compensation from the Eligible Employer in excess of \$150,000 (as adjusted by the Secretary of the Treasury for cost of living increases for years after 2023, in accordance with Code section 414(q)).

(2) For purposes of determining who is a Highly Compensated Employee, the term Compensation shall mean compensation within the meaning of section 415(c)(3) of the Code.

(3) A highly compensated former Employee includes any Employee who terminated employment (or was deemed to have terminated employment) prior to the Plan Year, performs no service for the Eligible Employer during the Plan Year, and was a highly compensated active Employee for either the service termination year or any Plan Year ending on or after the Employee's fifty-fifth (55th) birthday.

(4) The determination of who is a Highly Compensated Employee, including the determinations of the number and identity of employees in the top-paid group, will be made in accordance with Code section 414(q) and the regulations thereunder.

(h) Non-Highly Compensated Employee means any Employee who is not a Highly Compensated Employee.

(i) Non-QCCO or Nonqualified Church-Controlled Organization shall mean a church-controlled tax-exempt organization that is neither a "church" within the meaning of Code section 3121(w)(3)(A) and nor a "qualified church-controlled organization" within the meaning of Code section 3121(w)(3)(B).

(j) Vendor shall mean the Board and any other provider of a Funding Vehicle under the Plan.

(k) Vendor Contract shall mean an agreement between a Vendor and an Adopting Employer or a Participant that constitutes or governs an annuity contract, custodial account, or retirement income account utilized as a Funding Vehicle under the Plan. No separate Vendor Contract shall be necessary with regard to an agreement with the Board in the case of an Adopting Employer that remits contributions to the Board pursuant to this Plan.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.1 Prohibition Against Diversion. Subject to Code section 414(p), there shall be no diversion of any portion of the assets of the Plan other than for the exclusive benefit of Participants and their Beneficiaries. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to an Employer. No person shall have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement or both.

14.2 Responsibilities of Parties. The Plan Administrator shall be responsible for the administration and management of the Plan, and the Trustees shall have responsibility for the management and control of the assets of the Plan.

14.3 Fees and Expenses. The expenses and fees of the Plan shall be payable from the assets of, or contributions to, the Plan, or the earnings thereon. The Plan Administrator shall have complete discretion to allocate expenses of administration to individual Accounts on any basis established by the Plan Administrator and uniformly applied to all Accounts.

14.4 Notification of Mailing Address. Each Participant and other person entitled to benefits hereunder shall register from time to time with the Plan Administrator in writing, such person's post office address and change of post office address. Any check representing any payment due hereunder, and any communication forwarded to a Participant or Beneficiary at the last known address as indicated by the records of the Plan Administrator, shall constitute adequate payment or communication to such person and be binding on such person for all purposes of the Plan. The Plan Administrator shall not be under any obligation to search for or ascertain the whereabouts of any such person.

14.5 Unclaimed Benefits. If any benefits payable to, or on behalf of, a Participant are not claimed within a reasonable period of time from the date of entitlement, as determined by the Plan Administrator, and if the Participant cannot be located at his/her last provided mailing address, such Participant shall be presumed dead, and the post-death benefits, if any, under this Plan shall be paid to his/her Beneficiary if he/she is then living and can be located. If the Participant's Beneficiary is not then living or cannot be located, or if no Beneficiary was effectively named, the Participant's Account shall be paid in a form as determined by the Plan Administrator, to the person or persons in the first of the following classes of beneficiaries with one or more members of such class then surviving: (a) the Participant's Spouse; (b) the Participant's natural and adopted children and children of deceased children, per stirpes; (c) the Participant's parents in equal shares; (d) the Participant's brothers and sisters, and nephews and nieces who are children of deceased brothers or sisters, per stirpes; and (e) the Participant's estate. Should two or more individuals who may be entitled to benefits die under circumstances in which the order of death is in dispute, the Plan Administrator shall have complete discretion to determine the order in which death shall be deemed to have occurred.

14.6 Nonalienation of Benefits. Benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary (except as may be provided pursuant to a court order regarding alimony or other payments for the support of a spouse, former spouse, or other relative of a Participant, to the extent permitted under Code

section 414(p)) prior to actually being received by the person entitled to the benefits under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The amounts from time to time contributed to the Plan hereunder shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

14.7 Facility of Payment. Whenever, in the Plan Administrator's opinion, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Plan Administrator may, to the extent permitted by law, make payments directly to the person, to the person's legal representative, or to a relative or friend of the person to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Plan Administrator deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 14.7 shall completely discharge the obligation for making such payment under the Plan.

14.8 Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with Code section 414(u). In the case of a Participant who dies while performing qualified military service (as defined in Code section 414(u)) on or after January 1, 2007, the survivors of the Participant are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan had the Participant resumed and then terminated employment on account of death.

14.9 Governing Law. This Plan shall be administered, and its validity, construction, and all rights hereunder shall be governed by the laws of the State of New York. If any provision of the Plan shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

14.10 Headings Not Part of Agreement. Headings of sections and subsections of the Plan are inserted for convenience of reference. They do not constitute any part of the Plan and are not to be considered in the construction thereof.

14.11 Limitations on Liability. The Plan Administrator shall not be liable to any person or entity for any of its acts carried out hereunder in good faith and based upon the information available at the time.

14.12 Nonguarantee of Employment. Nothing contained in this Plan shall be construed as a contract of employment between the Employer and any Employee, or as a right of any Employee to be continued in the employment of the Employer, or as a limitation of the right of the Employer to discharge any of its employees, with or without cause.

14.13 Exclusions and Separability. Each provision hereof shall be independent of each other provision hereof, and if any provision of this Plan proves to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and not part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the other provisions or terms thereof.

14.14 Electronic Form. Notwithstanding anything to the contrary in the Plan, to the extent permitted in the discretion of the Plan Administrator (or its designee, to the extent applicable) and permitted under applicable law, certain prescribed forms or written instruments with respect to the Plan may be provided or completed by using an electronic medium.

14.15 Domestic Relations Orders and Qualified Domestic Relations Orders. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a Spouse or former Spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account shall be paid in the manner and to the person or persons so directed in the domestic relations order. Such payment shall be made without regard to whether the Participant is eligible for the distribution of benefits under the Plan. The Plan Administrator shall establish reasonable procedures for determining the status of any such decree or order and for effectuating distribution pursuant to the domestic relations order.

14.16 CARES Act Appendix. The CARES Act Appendix attached hereto, which reflects the Plan's implementation of certain provisions under the Coronavirus Aid, Relief, and Economic Security Act, is incorporated by reference.

IN WITNESS WHEREOF, the Plan has been amended and restated as of the 1st day of April, 2023, effective as set forth herein.

**THE BOARD OF BENEFITS SERVICES OF THE
REFORMED CHURCH IN AMERICA, INC.**



By:

Name: Kelly Oliveira

Title: Executive Director of Benefits Services

REFORMED CHURCH IN AMERICA 403(b) RETIREMENT PROGRAM

CARES ACT APPENDIX

ARTICLE I CONSTRUCTION AND DEFINITIONS

1.1 Effective Date. This CARES Act Appendix is effective as of March 27, 2020 and shall be interpreted and applied to comply with the Coronavirus Aid, Relief, and Economic Security Act and applicable Internal Revenue Service regulations and guidance.

1.2 Inconsistent Provisions. This CARES Act Appendix supersedes the provisions of the Plan to the extent those provisions are inconsistent with the provisions of this CARES Act Appendix.

1.3 Definitions. Except as otherwise provided in this CARES Act Appendix, terms defined in the Plan document will have the same meaning in this CARES Act Appendix. The following definitions apply specifically to this CARES Act Appendix:

(a) A "Coronavirus-Related Distribution" means a distribution to a Qualified Individual during the period beginning January 1, 2020 and ending December 30, 2020. The total amount of Coronavirus-Related Distributions to a Qualified Individual pursuant to this CARES Act Appendix from all plans maintained by the Adopting Employer or any Related Employer shall not exceed \$100,000. The Coronavirus-Related Distributions from the Plan to a Qualified Individual were not permitted to exceed the amount of the individual's vested Account balance.

(b) Qualified Individual.

(1) A "Qualified Individual" means any individual who meets one or more of the following criteria:

(A) the individual was diagnosed with COVID-19 by an approved test;

(B) the individual's spouse or dependent (as defined in Code section 152) was diagnosed with COVID-19 by an approved test;

(C) the individual has experienced adverse financial consequences as a result of:

(1) the individual or the individual's spouse, or a member of the individual's household was quarantined, furloughed or laid off, or had work hours reduced due to COVID-19;

(2) the individual, the individual's spouse, or a member of the individual's household was unable to work due to lack of childcare due to COVID-19;

(3) closing or reducing hours of a business owned or operated by the individual, the individual's spouse, or a member of the individual's household due to COVID-19; or

(4) the individual, the individual's spouse, or a member of the individual's household had a reduction in pay (or self-employment income) due to COVID-19 or had a job offer rescinded or start date for a job delayed due to COVID-19; or

(D) the individual satisfied any other criteria determined by the Department of the Treasury or the IRS.

(2) The Plan Administrator or its designee could rely on an individual's certification that the individual satisfied the criteria to be a Qualified Individual unless the Plan Administrator or its designee had actual knowledge to the contrary. The requirement that the Plan Administrator or its designee not have actual knowledge that is contrary to an individual's certification does not mean that the Plan Administrator or its designee had an obligation to inquire into whether an individual had satisfied one of more of the criteria to be a Qualified Individual.

(3) For purposes of this Appendix Section:

(A) "COVID-19" means either the virus SARS-CoV-2 or coronavirus disease 2019;

(B) "an approved test" means a test approved by the Centers for Disease Control and Prevention (including a test authorized under the Federal Food, Drug, and Cosmetic Act); and

(C) a "member of the individual's household" means someone who shares the individual's principal residence.

(c) A "Related Employer" means any entity which is under common control with the Adopting Employer under Code section 414(b), (c), (m) and (o). The Adopting Employer shall determine which entities are Related Employers based on a reasonable, good faith standard and taking into account the special rules applicable under IRS Notice 89-23, 1989-1 C.B. 654 and any subsequent legislative and regulatory guidance issued by the IRS.

ARTICLE II CORONAVIRUS-RELATED DISTRIBUTIONS

2.1 Coronavirus-Related Distribution. A Participant who was a Qualified Individual was permitted to take one or more Coronavirus-Related Distributions. The provisions of this Appendix Section apply notwithstanding any limitation in the Plan on partial distributions or any otherwise applicable Plan or administrative limits on the number of allowable distributions. Qualified Individuals were permitted to request and obtain Coronavirus-Related Distributions in accordance with procedures established by the Plan Administrator or its designee including the requirement to obtain spousal consent.

2.2 Repayment of Distribution. A Participant who received a Coronavirus-Related Distribution (from this Plan or another Eligible Retirement Plan, as defined in Section 7.10 of the Plan) may make 1 or more contributions to the Plan, as a rollover contribution, in an aggregate amount not to exceed the amount of such Coronavirus-Related Distribution, provided that any such repayment must occur during the 3-year period beginning on the day after the date of receipt of the Coronavirus-Related Distribution.

ARTICLE III PARTICIPANT LOAN RELIEF

3.1 Extension of Certain Repayments. Notwithstanding Section 7.12 of the Plan, this Appendix Section 3.1 applies to Qualified Individuals who had an outstanding loan from the Plan on or after March 27, 2020.

(a) For loan repayments that would otherwise be due between March 27, 2020 and December 31, 2020, a Qualified Individual's obligation to repay such loan was permitted to be deferred under the Plan if requested by the Qualified Individual in accordance with the procedures established by the Plan Administrator or its designee. The deferment applied from the election date of deferment (as established in accordance with the procedures of the Plan Administrator or its designee) through December 31, 2020 (the "Deferment Period"). Loan payments were required to resume in January 2021 after the end of the Deferment Period.

(b) The term of the loan for which a deferment was permitted was extended by the length of the Deferment Period even if such extension caused the term of the loan to extend beyond 5 years. Interest accruing during the Deferment Period was added to the remaining principal of the loan.

(c) A loan for which deferment was permitted was reamortized and shall be repaid in substantially level installments over the remaining period of the loan, taking into account the extension described in Appendix Section 3.1(b) and the interest accrued during the Deferment Period.

(d) Qualified Individuals were permitted to utilize this relief in accordance with procedures established by the Plan Administrator or its designee.

3.2 Increased Loan Limit. This Appendix Section 3.2 applies to Qualified Individuals who requested a loan under the Plan during the time period beginning March 27, 2020 and ending September 22, 2020. Notwithstanding Section 7.12(a) of the Plan and the loan limitation that otherwise would apply, the Plan will determine the loan limit under Code section 72(p)(2)(A) for a loan to a Qualified Individual, made solely during the period beginning March 27, 2020 and ending September 22, 2020, by substituting "\$100,000" for "\$50,000," in Section 7.12(a)(1) of the Plan and by substituting "one hundred percent (100%)" for "fifty percent (50%)" in Section 7.12(a)(2) of the Plan.

3.3 Increased Loan Frequency. This Appendix Section 3.3 applies to Qualified Individuals who requested a loan under the Plan during the time period beginning March 27, 2020 and ending September 22, 2020. Notwithstanding Section 7.12(g) of the Plan and the loan frequency and number of loan limits that otherwise would apply, a Qualified Individual that is a

Participant with one Plan loan outstanding during March 27, 2020 through September 22, 2020 is permitted to request and obtain one additional Plan loan during such time period.

ARTICLE IV WAIVER OF 2020 REQUIRED MINIMUM DISTRIBUTIONS

4.1 Waiver of 2020 Required Minimum Distributions. Notwithstanding Section 8.3 of the Plan document, a Participant or Beneficiary who would have been required to receive required minimum distributions in 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs"), and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs did not receive those distributions for 2020 unless the Participant or Designated Beneficiary chose to receive such distributions, except that: (i) a Participant whose required beginning date was April 1, 2020 and who had not taken a required minimum distribution in 2019 did receive a 2019 required minimum distribution; and (ii) a Participant or Beneficiary who had elected to receive one or more payments (that include the 2020 RMDs) in a series of substantially equal distributions made at least annually and expected to last for the life (or life expectancy) of the Participant, the joint lives (or joint life expectancy) of the Participant and the Participant's Designated Beneficiary, or for a period of at least 10 years ("Extended 2020 RMDs") continued to receive such distributions unless the Participant or Designated Beneficiary chose not to receive such distributions. For purposes of the direct rollover provisions of the plan, 2020 RMDs and Extended 2020 RMDs were treated as eligible rollover distributions in 2020.