Amendment and Restatement of the

COOPERATIVE BAPTIST FELLOWSHIP 403(b)(9) PLAN

A Volume Submitter Plan

January 1, 2021

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INTRODUCTION

The purpose of the Plan is to provide retirement income benefits to certain clergy and lay employees of a convention or association of churches. The Plan is intended to be a church Retirement Income Account described in section 403(b)(9) of the Internal Revenue Code of 1986, as amended (the "Code") and a church plan within the meaning of Code section 414(e) and section 3(33) of the Employee Retirement Income Security Act of 1974, as amended (the "Act") which has not made an election under Code section 410(d). The Plan is also intended to be a section 403(b) volume submitter plan administered by the The Church Benefits Board, Inc. of the Cooperative Baptist Fellowship, Inc. The terms of this Plan applicable to a Participant shall be the terms of this Plan as in effect on the date such Participant terminated employment with a Participating Employer.

ARTICLE I
DEFINITIONS

1.1 Terms. As used in this Plan, the following terms shall have the meanings set forth below:

(1) "Account" means the total of the subaccounts holding Investment Arrangements maintained by the applicable Funding Agent(s) to record the interest of a Participant or Beneficiary in the Plan, including the Employer Contribution Account and the Elective Deferral Account. Amounts (i) contributed attributable to services performed as a foreign missionary pursuant to Section 3.4, (ii) Nonelective Contributions and earnings thereon and (ii) Matching Contributions and earnings thereon, shall be subaccounts of the Employer Contribution Account.

(2) "Account Balance" means the total benefit to which a Participant or the Participant's Beneficiary is entitled under Investment Arrangements, taking into account all contributions made to the Investment Arrangements and all earnings or losses (including expenses) that are allocable to the Participant's Account, any rollover contributions or transfers held under the Participant's Account, and any distribution made to the Participant, the Participant's Beneficiary, or any alternate payee under a qualified domestic relations order, as defined in Code section 414(p). The Account Balance includes any part of the Participant's Account that is treated under the Plan as a separate contract to which Code section 403(c) (or another applicable provision of the Code) applies.

(3) "Accumulated Benefit" means the sum of a Participant's or Beneficiary's Account Balances under all Investment Arrangements under the Plan.

(4) "Administrator" means The Church Benefits Board, Inc. of the Cooperative Baptist Fellowship, Inc. or its delegates or successor.

(5) "Annual Additions" means the following amounts credited to a Participant under the Plan or any plan of a Related Employer aggregated with the Plan under Section 3.11.

(a) Nonelective employer contributions pursuant to Section 3.1;

(b) Elective Deferrals made pursuant to Section 3.2(a), other than age 50 catch-up contributions described in Code section 414(v) and Section 3.2(b), and contributions that have been distributed to the Participant as Excess Elective Deferrals;

(c) After-tax employee voluntary contributions for foreign missionaries pursuant to Section 3.4;

(d) Forfeitures, if any, allocated to the Participant's Account;

(e) Amounts allocated to an individual medical account, as defined in Code section 415(l)(2), which is part of a pension or annuity plan, and amounts derived from contributions paid or accrued which are attributable to post-retirement medical benefits, allocated to the separate account of a key employee, as defined in Code section 419A(d)(3), under a welfare benefit fund, as defined in Code section 419(e); and

(f) Allocations under a simplified employee pension.

Amounts described in (a), (b), (c), (d) and (f) are Annual Additions for purposes of both the Dollar Limit under Article 1, Section 1.1(21)(a) and the Percentage Limit under Article 1, Section 1.1(21)(b). Amounts described in (e) are annual additions solely for purposes of the Dollar Limit under Article 1, Section 1.1(21)(a).

(6) "Beneficiary" means the person or persons designated as such from time to time by a Participant by written notice filed with the Funding Agent in the form and manner prescribed by it (or if the Participant fails to make such designation, the Participant's surviving Spouse, if any, or if none, the Participant's estate). If a married Participant desires to designate anyone other than his or her Spouse as the Beneficiary of his or her Account, such designation shall require the consent (in accordance with the provisions of Section 5.5 hereof) of the Participant's Spouse.

(7) "Board" means the The Church Benefits Board, Inc. of the Cooperative Baptist Fellowship as appointed by or elected under the Cooperative Baptist Fellowship, Inc. from time to time or its delegates or successors.

(8) "Church" means an organization described in Code section 3121(w)(3)(A) and the Treasury Regulations thereunder, and generally refers to a church, a convention or association of churches, or an elementary, secondary school or seminary that is controlled, operated, or principally supported by a church or a convention or association of churches.

(9) "Code" means the Internal Revenue Code of 1986, as amended from time to time. All references to any section of the Code shall be deemed to refer not only to such section but also to any amendment thereof and any successor statutory provision.

(10) "Compensation" means all of each Participant's wages, tips, and other compensation as reported on Form W-2. Except as provided elsewhere in this Plan, Compensation shall include only that compensation which is actually paid to the Participant during the Plan Year. In the case of a minister who is self-employed, Compensation shall have the same meaning as "participant's compensation" determined for a self-employed individual in accordance with Code section 414(c)(3)(B). To the extent required by Code sections 403(b)(12)(A) and 401(a)(17), the annual Compensation of each Participant taken into account in determining allocations shall not exceed $265,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B). Compensation shall not include compensation paid after severance from

employment except as may be permitted by Treasury Regulation. section 1.403(b)-3(b)(4) or other applicable guidance.

To the extent permitted by the applicable Code provisions and Treasury Regulations, Compensation shall include pay received by a Participant from the Employer while performing Qualified Military Service, but only to the extent the pay does not exceed the amounts the Participant would have received if the Participant had continued to perform services for the employer rather than entering Qualified Military Service.

(11) "Denominational Service" means a person's completed years and months in the paid employment of a church or convention or association of churches with which the Participating Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code section 501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church.

(12) "Disability" means a Termination of Employment as a result of sickness or injury to the extent the Employee is prevented from engaging in any substantial, gainful activity and is eligible for and receives a disability benefit under Title II of the Federal Social Security Act.

(13) "Elective Deferral" means the Employer contributions made to the Plan at the election of the Participant in lieu of Compensation as defined in Section 3.2(a).

(14) "Elective Deferral Account" means the sub-account of a Participant with respect to contributions made by a Participating Employer on behalf of such Participant pursuant to an Elective Deferral Agreement executed by such Participant in accordance with Section 3.2 hereof, including earnings thereon.

(15) "Elective Deferral Limit" shall mean the dollar limit under Code section 402(g)(1), which is $18,000, the applicable dollar amount established under Code section 402(g)(1)(B), as adjusted for cost-of-living to the extent provided under Code section 402(g)(4).

In the event that during the calendar year the Participant also electively deferred any amounts pursuant to an elective deferral or salary reduction agreement under any qualified cash or deferred arrangement (as defined in Code section 401(k)), Simplified Employee Pension Plan, SIMPLE plan or other Section 403(b) Plan maintained by an Employer, the Elective Deferral Limit under this Plan shall be reduced by any elective deferral for such calendar year to any such plan.

(16) "Eligible Employee" means any Employee.

(17) "Employee" means any common law employee of the Employer. "Employee" shall also include a self-employed minister described in section 414(e)(5)(A)(i)(I) of the Code or a minister described in section 414(e)(5)(A)(i)(II) provided that the minister is a duly ordained, commissioned or licensed minister engaged in the exercise of his or her ministry.

Notwithstanding the foregoing, an Employee shall not include any lay individual

who is not recorded as an employee on the employment and payroll records of a Participating Employer, including any person who is subsequently reclassified as an employee by a court of law or regulatory body as a common law employee of a Participating Employer. A lay employee shall only be an Employee for purposes of participation in this Plan for the period during which his or her employer is a Participating Employer.

(18) "Employer" means the Church which has adopted this Plan and any Participating Employer. In accordance with Code section 414(e)(5)(A), in the case of an Employee who is a minister who is a self-employed individual described in Code section 414(e)(5)(A)(i)(I) and approved by the Board to be a Participant in the Plan, such minister shall be treated as employed by a Participating Employer described in Code section 501(c)(3) and exempt from tax under Code section 501(a). The Board shall maintain a written record of the Employers eligible to participate in the Plan which shall be Appendix B to the Plan.

(19) "Employer Contribution Account" means the sub-account of a Participant with respect to Nonelective Contributions, Matching Contributions and contributions on behalf of foreign missionaries under Section 3.4 made by a Participating Employer on behalf of such Participant in accordance with Section 3.1(a) or (b), and earnings thereon.

(20) "Excess Annual Addition" means the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Section 3.11 over the 415 Contribution Limit for the Limitation Year.

(21) "415 Contribution Limit" means the limit on Annual Additions under Code section 415(c), including any adjustments as a result of any elections made by the Participant under the provisions of Code section 415(c)(7). The 415 Contribution Limit for any calendar year shall be based on (i) the Limitation Year, which shall be the Plan Year, and (ii) Includable Compensation.

The maximum Annual Addition that may be contributed or allocated to a Participant's account under the Plan for any Limitation Year shall not exceed the lesser of:

(a) $53,000, as adjusted for increases in the cost-of-living under Code section 415(d) for periods after 2015 (the "Dollar Limit"), or

(b) 100 percent of the Participant's Includible Compensation for the Limitation Year (the "Percentage Limit").

A Participant's Annual Additions shall not be treated as exceeding the 415 Contribution Limit if contributions and other additions with respect to the Participant meet the requirements of Code section 415(c)(7)(A) and are not in excess of $10,000, provided that the total amount of contributions with respect to any Participant which may be taken into account under this sentence for all years may not exceed $40,000.

In the case of a Participant described in Code section 415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions shall not be treated as exceeding the 415 Contribution Limit if the contributions and other additions with respect to the Participant are not in excess of $3,000, provided the Participant's adjusted gross income for the taxable year (determined

separately and without regard to community property laws) does not exceed $17,000.

The Percentage Limit referred to in above (22)(b) shall not apply to any contribution for medical benefits after separation from service (within the meaning of Code sections 401(h) or 419A(f)(2)) which is otherwise treated as an Annual Addition.

(22) "Funding Agent" means the mutual fund complex or family or the provider of a Retirement Income Account from which the Board arranges for the purchase of Investment Arrangements under this Plan or with which the Board or its agents enters into an agreement to fund benefits hereunder. A list of Funding Agents with which such agreements are currently effective shall be maintained and made available to Participants.

(23) "Highly Compensated Employee" means any Employee who for the preceding year had compensation, as defined in Code section 415(c)(3), from the Employer in excess of $120,000, adjusted by the Secretary of the Treasury for cost-of-living increases after 2015, in accordance with Code section 414(q). For this purpose, the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year. A former employee is a Highly Compensated Employee based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with Treasury Regulation section 1.414(q)-1T, A-4 and IRS Notice 97-45. In determining who is a Highly Compensated Employee the Employer makes the top-paid group election. The effect of this election is that an Employee with compensation in excess of $120,000 (as adjusted for periods after 2015) for the look-back year is a Highly Compensated Employee only if the Employee was in the top-paid group for the look-back year.

(24) "Includible Compensation" for purposes of the 415 Contribution Limit means an Employee's compensation received from the Employer that is includible in the Participant's gross income for Federal income tax purposes (computed without regard to Code section 911, relating to United States citizens or residents living abroad), including differential wage payments under Code section 3401(h) for the most recent period that is an Includible Year. Includible Compensation for a minister who is self-employed means the minister's earned income as defined in Code section 401(c)(2) (computed without regard to Code section 911). Includible Compensation also includes any Elective Deferral or other amount contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code sections 125, 132(f)(4), 402(e)(3), 402(h)(1)(B), 402(k), or 457(b) of the Internal Revenue Code. Includible Compensation does not include any compensation received during a period when the Employer was not an eligible employer within the meaning of Treasury Regulation section 1.403(b)-2(b)(8). If the Employer is not a Church, the amount of Includible Compensation is determined without regard to any community property laws. To the extent required by Code sections 403(b)(12)(A) and 401(a)(17), the amount of Includible Compensation of each Participant taken into account in determining contributions shall not exceed $265,000, as adjusted for cost-of- living increases in accordance with Code section 401(a)(17)(B) for periods after 2015. For purposes of applying the 415 Contribution Limit to employer contributions under Section 3.1(a) or (b), Includible Compensation for a Participant who has a Disability is the Compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of

compensation paid immediately before commencing a Disability. Includible Compensation for a Limitation Year shall only include compensation paid after severance from employment with the Employer if it is paid by the later of 2 ½ months after an employee's severance from employment with the Employer or the end of the limitation year that includes the date of the employee's severance from employment with the employer maintaining the plan, and if: (a) the payment is regular compensation for services during the employee's regular working hours, or compensation for services outside the employee's regular working hours (such as overtime or shift differential), commissions, bonuses, or other similar payments, and, absent a severance from employment, the payments would have been paid to the employee while the employee continued in employment with the employer; (b) the payment is for unused accrued bona fide sick, vacation or other leave that the employee would have been able to use if employment had continued; or (c) the payment is received by the employee pursuant to a nonqualified unfunded deferred compensation plan and would have been paid at the same time if employment had continued, but only to the extent includible in gross income. A Participant is deemed to have monthly Includible Compensation for the period through the end of the taxable year in which he or she ceases to be an Employee and through the end of the next 5 taxable years. Except as provided in Treasury Regulation section 1.403(b)-4(d), the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during his or her most recent Includible Year. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant had a Termination of Employment. Solely for purposes of the Section 415 Limit, Includible Compensation in the case of a minister shall exclude housing allowance excludable from income under Code section 107.

(25) "Includible Years" for purposes of determining Includible Compensation or the Elective Deferral Limit means each full year during which the individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. The Employee must be credited with a full Includible Year for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee's number of Includible Years equals the aggregate of the annual work periods during which the Employee is employed by the Employer. The work period is the Employer's annual work period. Such determinations shall be made in accordance with Code section 403(b) and Treasury Regulation section 1.403(b)-1(f) or any successor guidance thereto. Notwithstanding the foregoing, in accordance with Code section 403(b)(2)(C), all periods of Denominational Service shall be considered in determining Includible Years

(26) "Investment Arrangement" means a Mutual Fund or a Retirement Income Account that satisfies the requirements of Treasury Regulation section 1.403(b)-9(a)(2), including a commingled fund described in Section 3.14(g) that satisfies the requirements of Treasury Regulation section 1.403(b)-9(a)(2), and that is issued or established for funding amounts held under the Plan. A list of Funding Agents of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, shall be maintained in Appendix C to the Plan.

(27) "Limitation Year" means the calendar year. However, if the Participant is in

control of an Employer, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code sections 401(a) or 403(a), a Section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).

(28) "Matching Contributions" means a contribution made pursuant to Section 3.1(b) as a result of a contribution made pursuant to an Elective Deferral Agreement under Section 3.2.

(29) Matching Contribution Account means the sub-account of a Participant with respect to Matching Contributions made by a Participating Employer on behalf of such Participant including earnings thereon.

(30) "Mutual Fund" means a regulated investment company or companies with which the Sponsoring Employer enters into an agreement to fund benefits under the Plan.

(31) "Non-Highly Compensated Employee" means an employees of an Employer who is not a Highly Compensated Employee.

(32) "Non-Qualified Church-Controlled Organization" means a church-controlled, tax-exempt organization described in Code section 501(c)(3) that does not meet the definition of a Qualified Church-Controlled Organization. A church or a convention or association of churches which is exempt from tax under Code section 501 shall be deemed the employer of any (i) duly ordained, commissioned, or licensed minister of a church in the exercise of his ministry, regardless of the source of his compensation; (ii) employee of an organization, whether a civil law corporation or otherwise, which is exempt from tax under Code section 501 and which is controlled by or associated with a church or a convention or association of churches; and (iii) individual described in Code section 414(e)(3)(E).

(33) "Participant" means any individual for whom contributions are currently being made or for whom contributions have previously been made under the Plan. An Employee shall cease to be a Participant at such time as he or she no longer has any interest in Accounts hereunder.

(34) "Participating Employer" means the Sponsoring Employer or any other Related Employer that elects to participate in this Plan provided that the participation of such Related Employer is approved by the Board. A list of Participating Employers as approved from time to time by the Board shall be attached hereto as Appendix B.

(35) "Plan" means this plan, as named on the signature page hereto.

(36) "Plan Year" means the calendar year.

(37) "Qualified Church-Controlled Organization" means an organization described in Code section 3121(w)(3)(B) and the Treasury Regulations thereunder, and generally refers to any church controlled, tax-exempt organization described in Code section 501(c)(3), other than an organization which (a) offers goods, services, or facilities for sale, other than on an incidental basis, to the general

public, other than goods, services, or facilities which are sold at a nominal charge which is substantially less than the cost of providing such goods, services, or facilities; and (b) Normally receives more than 25% of its support from either: (1) governmental sources, or (2) receipts from admissions, sales of merchandise, performance of services, or furnishing of facilities, in activities which are not unrelated trades or businesses, or both.

(38) "Qualified Military Service" means any service in the uniformed service (as defined in Chapter 43 of Title 38 of the United States Code) by any individual if such individual is entitled to reemployment rights under such Chapter with respect to such service.

(39) Nonelective Contributions means contributions made by a Participating Employer under Section 3.1(a).

(40) "Related Employer" means any entity which is under common control with the Church that is the Sponsoring Employer under Code section 414(b), (c), (m) or (o) and that is eligible to participate in the Plan under Treasury Regulation section 1.403(b)-2(b)(8) and through which Participants are eligible to accrue Denominational Service. The Board shall determine which entities are Related Employers based on a reasonable, good faith standard.

(41) "Retirement Date" means the Participant's attainment of age 59 ½.

(42) "Retirement Income Account" means a defined contribution program established or maintained by a church, or a convention or association of churches, including an organization described in Code section 414(e)(3)(A) to provide benefits under Code section 403(b) for its Employees or their Beneficiaries as described in Treasury Regulation section 1.403(b)-9.

(43) "Elective Deferral Agreement" means an agreement between a Participating Employer and an Employee under the terms of which the Participating Employer agrees to make certain contributions on the Employee's behalf to be applied toward the purchase of a Investment Arrangement for him or her under the Plan and the Employee agrees his or her salary not currently made available on the date of such agreement will be reduced by the amount of the contribution.

(44) "Section 401(a) Plan" means a plan qualified under Code section 401(a).

(45) "Section 401(k) Plan" means a cash or deferral arrangement that meets the requirements of Code section 401(k).

(46) "Section 403(b) Plan" means a plan that satisfies the requirements of Code section 403(b).

(47) "Sponsoring Employer" means the Church adopting this Plan, the primary Employer responsible for the maintenance and administration of the Plan. For purposes of Section 11.02 of Revenue Procedure 2013-22, the Board is the volume submitter practitioner.

(48) "Spouse" means a Participant's legal spouse as defined in Treasury Regulation section 301.7701-18.

(49) "Termination of Employment" occurs when the Employee ceases to be employed by the Sponsoring Employer or a Related Employer that is eligible to maintain a Code section 403(b) Plan under Treasury Regulation section 1.403(b)-2(b)(8) of

the Regulations (an "eligible employer"), even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible employer or (b) the Employee is employed in a capacity that is not employment with an eligible employer. Notwithstanding the foregoing, in the case of an Employee who is a duly ordained, commissioned or licensed minister accepted by the Cooperative Baptist Fellowship, Inc. and either is a self-employed individual described in Code section 414(e)(5)(A)(i)(I) or is employed by an organization other than an organization described in Code section 501(c)(3), and with respect to which the minister shares common religious bonds as described in Code section 414(e)(5)(A)(i)(II), such minister shall only be deemed to have a Termination of Employment when such minister ceases to be accepted as a Cooperative Baptist Fellowship minister as determined by the Board in its discretion. An Employee who is a duly ordained, commissioned or licensed minister accepted by the Cooperative Baptist Fellowship, Inc. and who is employed by a church associated with the Cooperative Baptist Fellowship, Inc. shall not be deemed to have a Termination of Employment from a church associated with the Cooperative Baptist Fellowship, Inc. with which the minister was previously employed unless otherwise determined by the Board in its discretion.

(50) "Value" means the net value of all assets, earned or accrued, allocated to a Participant's Account.

ARTICLE II
ELIGIBILITY

2.1 Eligibility. Each Employee shall become eligible to become a Participant on the first day the Employee has an hour of service with a Participating Employer or becomes an Employee, if later.

2.2 Enrollment. Once eligible, to commence participation in the Plan, an Employee shall sign and provide to the Administrator such enrollment forms as the Administrator or the Funding Agent prescribes including an Elective Deferral Agreement, when applicable, and shall furnish such other data as the Administrator or the Funding Agent deems necessary. An Employee's election will be effective as soon as administratively practicable. In the case of a Participating Employer that is a Non-Qualified Church-Controlled Organization, the Participating Employer shall provide notice to its Employees of the right to defer no later than 30 days after commencement of employment, and allow the Employee to make an election up to 30 days after notice is provided.

2.3 Cessation of Eligibility. An Employee shall cease to be an Employee when he or she has a Termination of Employment and thereupon the benefits under this Plan shall be paid in the manner and at such times as provided under Article V hereof.

2.4 Reemployment after Termination of Employment. A former Participant who is reemployed by a Participating Employer following a Termination of Employment shall become a Participant as though a new Employee in accordance with Section 2.1.

ARTICLE III
CONTRIBUTIONS

3.1 Nonelective and Matching Contributions for Eligible Employees.

(a) Nonelective Contributions. Subject to the limitations of Section3.7, a Participating Employer may make Nonelective Contributions to the Sponsoring Employer for transmittal to the applicable Funding Agents for the Accounts of Participants who are Eligible Employees. Such Nonelective Contributions shall be allocated to a Participant as a percentage of Plan Year Compensation or a specified dollar amount for the Plan Year.

(b) Matching Contributions. Subject to the limitations of Sections 3.7 and 3.8, a Participating Employer may make Matching Contributions to the Sponsoring Employer for transmittal to the applicable Funding Agents for the Accounts of Participants who are Eligible Employees. Such Matching Contributions shall be allocated to a Participant as a percentage of Elective Deferrals not to exceed a percentage of Compensation.

(c) The Sponsoring Employer shall pay such contributions, less, if the Sponsoring Employer so determines, reasonable administrative expenses of the Sponsoring Employer or the Administrator with respect to the administration or operation of the Plan, to the Funding Agents on behalf of Participating Employers. Nonelective contributions for a Plan Year must be made to the Plan no later than the 15th day of the tenth calendar month following the end of the Plan Year and the Participating Employer shall designate at the time of contribution the date in the Plan Year as of which such contributions are to be allocated and such contributions shall be treated as credited to the Participant's Account for the Limitation Year that includes such date (iii)

(d) Nonelective Contributions and Matching Contributions are profit-sharing contributions at the discretion of the Participating Employer and a Participating Employer shall not be required to make a Nonelective Contribution or Matching Contribution for a Plan Year.

(e) In the case of a Participating Employer that is not a church within the meaning of Code section 403(b)(12)(B), any contributions must satisfy the nondiscrimination requirements of Code section 403(b)(12)(A).

3.2 Elective Contributions by Employees.

(a) Elective Deferrals. An Employee elects to participate by executing a Elective Deferral Agreement to reduce his or her Compensation (and have that amount contributed as an Elective Deferral on his or her behalf to one or more Investment Arrangements) and filing it with the Administrator or its designated agent. The Employee's elections with respect to Investment Arrangements and allocations (and reallocations) among Accounts, if not included in the Compensation Reduction Election, shall be included in other records maintained under the Plan. This Elective Deferral Agreement shall be made through an agreement provided by the Administrator or its designated agent under which the Employee agrees to be bound by all the terms and conditions of the Plan. The annual minimum

deferral amount is $200. Each Participant shall provide at the time of initial enrollment, and later if there are any changes, any information necessary or advisable for the administration of the Plan, including any information required under the terms governing the Investment Arrangement. Any such election shall remain in effect until a new election is filed. The election shall take effect as soon as administratively practicable following the date indicated under the Employee's election. For purposes of the Elective Deferral Agreement, "Compensation" means all cash compensation for services to the Employer, including salary, wages, fees, commissions, bonuses and overtime pay, that is includible in the Employee's gross income for the calendar year and amounts that would be cash compensation includible in gross income but for a reduction election under Code sections 125, 132(f), 401(k), 403(b), or 457(b) (including a Salary Reduction Agreement under the Plan). In no event shall the amount of contributions made pursuant to an Elective Deferral Agreement for any Participant for any calendar year be in excess of the Elective Deferral Limit, except as provided in Section 3.2(b) The Participating Employer shall withhold the amount required pursuant to the Salary Reduction Agreement from the Compensation of the Participant and shall pay such monies to the Sponsoring Employer for contribution of such amounts to the Funding Agent(s) on behalf of the Participant. No contributions may be made by any Participant other than pursuant to an Elective Deferral Agreement. Contributions pursuant to this Section 3.2 shall be considered to be pre-tax. This Section 3.2(a) shall also apply to contributions made by ministers treated as Participating Employers pursuant to Section 1.1(17). The Participating Employer or the Board may prescribe rules for the making of Salary Reduction Agreements. Contributions to the Plan must be transferred to the Investment Fund within 15 business days following the month in which the amounts would have been paid to the Employee. Unless an Elective Deferral Agreement is otherwise revised, if an Employee is absent from work by leave of absence, Elective Deferral contribution under the Plan shall continue to the extent that Compensation continues. Participants shall have the right to change their Elective Deferrals no less than once per year. Subject to the terms governing the applicable Investment Arrangement, a Participant may change his or her Elective Deferral Agreement, choice of Investment Arrangements, and designated Beneficiary, and such change shall take effect as of the date provided on a uniform basis for all Employees.

(b) Age 50 Catch-Up 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 an additional amount of Elective Deferrals, up to the maximum age 50 catch-up Elective Deferrals for the year. The maximum dollar amount of the age 50 catch-up Elective Deferrals for a year is $6,000, and is adjusted for cost-of-living to the extent provided under the Code for periods after 2015. Such catch-up contributions shall not be taken into account for purposes of the 415 Contribution Limit or the Elective Deferral Limit.

(c) Special Rule for a Participant Covered by Another Section 403(b) Plan. For purposes of the Elective Deferral Limit, 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 Code section 402(g)), then this Plan and all such other plans shall be considered as one plan for purposes of applying the Elective Deferral Limit. For this purpose, the Administrator shall take into account any other such plan maintained by any Related Employer and shall also take into account any other such plan for which the Administrator receives from

the Participant sufficient information concerning his or her participation in such other plan.

(d) Correction of Excess Elective Deferrals. If the Elective Deferrals on behalf of a Participant for any calendar year under this Plan exceed the Elective Deferral Limit when combined with other amounts deferred by the Participant under another plan of the Employer under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g) for which the Participant provides information that is accepted by the Administrator), then the Elective Deferrals, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto through the end of the applicable calendar year) shall be distributed to the Participant.

3.3 Chaplains and Self-Employed Ministers. Notwithstanding any other provision of this Plan, in the case of Eligible Employees who are ministers described in Code section 414(e)(5), contributions may be made by such ministers and their employers in accordance with and subject to the limitations of Code section 404(a)(10).

3.4 Foreign Missionaries. Notwithstanding any other provision of this Plan, amounts contributed that are attributable to services performed as a foreign missionary (within the meaning of Code section 403(b)(2)(D)(iii) as in effect before the enactment of the Economic Growth and Tax Relief Reconciliation Act of 2001) and that would be excludible from the gross income of the Participant pursuant to Code section 911 if paid to the Participant, shall be treated by the Plan as investment in the contract for purposes of Code section 72(c)(1) (that is, as though such contributions were voluntary contributions).

3.5 Investment Arrangement and Accounting for Contributions

(a) Investment Arrangement. The methods and amounts by which the Sponsoring Employer, Participating Employers, and Participants may make contributions to Investment Arrangements under this Plan may be determined from time to time by the Board.

(b) Accounting for Contributions. Each Participating Employer shall advise the Funding Agent at the time of a contribution as to the amount and type of any contribution to the Plan. The Sponsoring Employer may prescribe such administrative rules for making contributions by a Participating Employer as it may deem necessary or advisable.

3.6 Excess Elective Deferrals. Except as provided in Section 3.2(b), contributions in excess of the Elective Deferral Limit of Code section 402(g) are prohibited. In the event the Participant had elective deferrals for the calendar year under a Section 403(b) Plan or Section 401(k) Plan of another employer, or for any other reason the limitation on exclusion from income for elective deferrals under Code section 402(g) is exceeded:

(a) not later than the first March 1 following the close of the calendar year, the Participant may allocate the amount of such excess deferrals among this Plan and the other plans under which the deferrals were made and may notify this Plan and each other plan of the portion allocated to it; and

(b) not later than April 15 following the close of the calendar year, the Plan shall distribute to the individual the amount allocated to it under (a) above and any income allocable to such amount.

3.7 Limitations on Contributions. The sum of the contributions made for any Participant for any calendar year pursuant to Sections 3.1 and 3.2 hereof shall not exceed the Participant's 415 Contribution Limit.

3.8 Actual Contribution Percentage. (a) For each Participating Employer that is a not a church within the meaning of Code section 403(b)(12)(B) the Actual Contribution Percentage ("ACP") for a Plan Year for Participants who are Highly Compensated Employees for each Plan Year and the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year must satisfy one of the following tests:

(a) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 1.25; or

(i) The ACP for a Plan Year for Participants who are Highly Compensated Employees for the Plan Year shall not exceed the prior year's ACP for Participants who were Non-Highly Compensated Employees for the prior Plan Year multiplied by 2, provided that the ACP for Participants who are Highly Compensated Employees does not exceed the ACP for Participants who were Non-Highly Compensated Employees in the prior Plan Year by more than 2 percentage points.

(ii) For the first Plan Year this Plan permits any Participant to make Elective Deferrals, provides for Matching Contributions or both, and this is not a successor plan, for purposes of the foregoing tests, the prior year's Non-Highly Compensated Employees' ACP shall be 3 percent.

(b) Special Rules.

(i) A Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Participant is a Non-Highly Compensated Employee for a particular Plan Year if he or she does not meet the definition of a Highly Compensated Employee in effect for that Plan Year.

(ii) For purposes of this section, the Contribution Percentage for any Participant who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to his or her account under two or more plans or arrangements described in Code sections 401(a) or 403(b) that are maintained by the Employer, shall be determined as if the total of such Contribution Percentage Amounts was made under each plan and arrangement. If a Highly Compensated Employee participates in two or more such plans or arrangements that have different plan years, all Contribution Percentage Amounts made during the Plan Year under all such plans and arrangements shall be aggregated. Notwithstanding the foregoing, certain plans shall be treated as separate if mandatorily disaggregated under regulations under Code section 401(m).

(c) In the event that this Plan satisfies the requirements of Code sections 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this section shall be applied by determining the ACP of Employees as if all such plans were a single plan. If more than 10 percent of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in Treasury Regulation section 1.401(m)-2(c)(4), then any adjustments to the Non-Highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations,

(d) Matching Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

(e) Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than 12 months after a Plan Year to Participants to whose accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. If such Excess Aggregate Contributions are distributed more than 2 1/2 months after the last day of the Plan Year in which such excess amounts arose, a 10-percent excise tax will be imposed on the Employer maintaining the Plan with respect to those amounts. Excess Aggregate Contributions shall be treated as Annual Additions under the Plan even if distributed.

(f) Determination of Income or Loss. Excess Aggregate Contributions shall be adjusted for any income or loss. The income or loss allocable to Excess Aggregate Contributions allocated to each Participant is the income or loss allocable to the Participant's Elective Deferral Account and Matching Contributions held in the Matching Contribution Account for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Aggregate Contributions for the year and the denominator is the Participant's Accumulated Benefit(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.

(g) Accounting for Excess Aggregate Contributions. Excess Aggregate Contributions allocated to a Participant shall be distributed on a pro-rata basis from the Participant's Elective Deferral Account, and Matching Contribution Account.

(h) Definitions.

(A) "Actual Contribution Percentage" ("ACP") means, for a specified group of Participants (either Highly Compensated Employees or Non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants 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.

(C) "Contribution Percentage Amounts" means the sum of the Elective Deferrals and Matching Contributions made under the Plan on behalf of the Participant for the Plan Year.

(D) "Eligible Participant" means any Employee who is eligible to make an Elective Deferral or to receive a Matching Contribution.

(E) "Excess Aggregate Contributions" means, with respect to any Plan Year, the excess of:

(i) The aggregate Contribution Percentage Amounts taken into account in computing the numerator of the Contribution Percentage actually made on behalf of Highly Compensated Employees for such Plan Year, over

(ii) The maximum Contribution Percentage Amounts permitted by the ACP test (determined by hypothetically reducing contributions made on behalf of Highly Compensated Employees in order of their Contribution Percentages beginning with the highest of such percentages).

Such determination shall be made after first determining Excess Elective Deferrals. In computing the Actual Contribution Percentage, the Employer shall

take into account, and include as Contribution Percentage Amounts, All determinations and procedures with regard to the matters covered by this Section 3.8 shall be made in accordance with Code section 401(m) and applicable Treasury Regulations.

3.9 Application of Contributions. All contributions by a Participant and by the Employee's Participating Employer on his or her behalf and all Rollovers as defined in Section 3.12 shall be applied to the Account of such Participant, and shall be allocated to separate subaccounts thereunder. The contributions shall be allocated among the various Investment Arrangements as elected from time to time by the Participants in accordance with the rules established by the Board and the Funding Agent(s). In the event that the Participants fails to elect a manner in which to invest contributions, the Administrator shall invest such contributions in a qualified default investment alternative satisfying the requirements of Labor Regulation §2550.404c-5(e) as determined from time to time by the Board at its sole discretion.

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

3.11 415 Contribution Limit.

(a) Coordination of Limitation on Annual Additions Where Employer Has Another Section 403(b) Plan or the Participant is in Control of Employer. The Annual Additions which may be credited to a Participant under this Plan for any Limitation Year will not exceed the 415 Contribution Limit, reduced by the Annual Additions credited to the Participant under any other Section 403(b) Plans of the Employer in addition to this Plan and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and Section 403(b) Plans of any other employers. Contributions to the Participant's Accounts under this Plan will be reduced to the extent necessary to prevent this limitation from being exceeded. Solely for purposes of this section 3.11, "Employer" means the employer that has adopted the Plan and any employer required to be aggregated with that employer under section 414(b) and (c) (taking into account Code section 415(h)), (m), and (o) and Treasury Regulation section 1.414(c)-5.

(b) Excess Annual Additions.

(i) General Limitation on Annual Additions. A Participant's Annual Additions under the Plan for a Limitation Year may not exceed the 415 Contribution Limit.

(ii) If a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Section 3.11(d) and (e), result in an Excess Annual Addition for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension maintained by an employer

controlled by the Participant will be deemed to have been credited first.

(iii) If an Excess Annual Addition is credited to a Participant under this Plan and another Section 403(b) Plan of the Employer on the same date, the Excess Annual Addition attributable to this Plan will be the product of:

(A) the total Excess Annual Addition credited as of such date, times

(B) the ratio of (i) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Section 403(b) Plans of the Employer.

(c) Correction of Excess Annual Additions. Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in this Section 3.11(c). A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions which will be maintained by the Funding Agent until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which Code section 403(c) (or another applicable Code provision) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

(d) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any Section 403(b) Plans of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan and such other Section 403(b) Plans may not exceed the 415 Contribution Limit.

(e) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any Participating Employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other Section 403(b) Plans of the Employer, any defined contribution plans maintained by controlled employers, and any Section 403(b) Plans of any other Employers may not exceed the 415 Contribution Limit. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c), and 415(h); and a defined contribution plan means a defined contribution plan that is qualified under Code sections 401(a) or 403(a), a Section 403(b) Plan, or a simplified employee pension within the meaning of Code section 408(k). The Administrator or its delegate will provide written or electronic notice to Participants that explains this Section 3.11(e) in a manner calculated to be understood by the average Participant and informs Participants of their responsibility to provide information to the Administrator that is necessary to satisfy this section 3.11(e). The notice will advise Participants that the application of the limitations in this section 3.11(e) will take into account information supplied by the Participant and that failure to provide necessary and correct information to the Administrator could result in adverse tax consequences to the Participant, including the inability to exclude contributions to the Plan under Code section 403(b). The notice will be provided annually, beginning no later than the year in which the Employee becomes a Participant.

3.12 Rollover into and From the Plan.

(a) Rollovers into This Plan. Any Participant who receives an Eligible Rollover Distribution as defined below may, to the extent permitted by paragraph (b), the terms of the applicable Investment Arrangement, and applicable law, rollover all or part of such distribution to a Rollover Account under this Plan (a "Rollover"). A Rollover Account established hereunder shall be treated as a separate part of a Participant's Elective Deferral Account and shall be subject to the limits and other rules on distribution that apply to such Account. Rollovers of Roth elective deferrals are not permitted.

(b) Eligible Rollover Distributions from This Plan.

(1) Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 3.12, a Distributee may elect, at the time and in the manner prescribed by the Board, to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover.

(2) Definitions.

(A) Eligible Rollover Distribution: An Eligible Rollover Distribution is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a period of 10 years or more; any distribution to the extent such distribution is required under Code section 401(a)(9) (other than amounts that would have been required but for a statutory waiver of the Code section 401(a)(9) requirements); any hardship distribution; the portion of any other distribution(s) that is not includible in gross income (determined without regard to the exclusion for net unrealized appreciation with respect to employer securities); any distribution(s) that is reasonably expected to total less than $200 during a year; any corrective distribution of excess amounts under Code sections 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; any loans that are treated as deemed distributions pursuant to Code section 72(p); dividends paid on employer securities as described in Code section 404(k); the costs of life insurance coverage (P.S. 58 costs); prohibited allocations that are treated as deemed distributions pursuant to Code section 409(p); and a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code section 414(w). 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 (i) an individual retirement account or annuity described in Code section 408(a) or 408(b), respectively, or (ii) a qualified plan described in Code section 401(a) or 403(a) or a tax-sheltered annuity described in Code section 403(b) 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.

(B) Eligible Retirement Plan: An Eligible Retirement Plan is an individual retirement account described in Code section 408(a), an individual

retirement annuity described in Code section 408(b), a tax sheltered annuity plan described in Code section 403(b) or a qualified plan described in Code sections 401(a) or 403(a) that accepts the Distributee's Eligible Rollover Distribution, and any eligible plan under Code section 457(b) maintained by a state, a political subdivision of a state, or an agency or instrumentality of a state or a political subdivision of a state and that agrees to separately account for amounts transferred into such plan from this Plan. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse, or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code section 414(p).

(C) Distributee: A Distributee includes an Employee or former Employee. In addition, the Employee's or former Employee's surviving Spouse and the Employee's or former Employee's Spouse or former Spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p), are Distributees with regard to the interest of the Spouse or former Spouse. Effective January 1, 2010, a Distributee also includes the Participant's nonspouse designated Beneficiary. In the case of a nonspouse Beneficiary, the direct rollover may be made only to a an individual retirement account or annuity described in Code section 408(a) or 408(b) that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of section Code section 402(c)(11).

(D) Direct rollover: A Direct Rollover is a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

3.13 Exchanges between Funds within the Plan.

Subject to the rules of the applicable Funding Agents and the Board, a Participant may exchange all or any portion of his or her Accounts from one Funding Agent under this Plan to another Funding Agent under this Plan. Any such transfer shall be made in accordance with applicable Treasury Regulations and guidance.

(a) Exchanges between Investment Arrangements are permitted to the extent of and subject to any specific rules or charges of the applicable Funding Agent.

(b) No exchange of any amounts from Accounts shall be permitted at any time except among available Investment Arrangements.

(c) Amounts held under Investment Arrangements that the Board has determined will not be Investment Arrangements eligible to receive future contributions under the Plan may be exchanged at the sole discretion of the Board to another Funding Agent in accordance with applicable Treasury Regulations or other guidance. In such event, the Participant or Beneficiary must have an Accumulated Benefit immediately after the exchange that is at least equal to the Accumulated Benefit of that Participant or Beneficiary immediately before the exchange (taking into account the Accumulated Benefit of that Participant or Beneficiary under both Code section 403(b) contracts or custodial accounts immediately before the exchange), the exchanged amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed on the transferor plan, and the Employer enters into an information sharing agreement with the receiving Funding Agent for the other contract or

custodial account under which the Employer and the Funding Agent will from time to time in the future provide each other with the following information: (1) Information necessary for the resulting contract or custodial account, or any other contract or custodial accounts to which contributions have been made by the employer, to satisfy Code section 403(b), including the following: (i) the Employer providing information as to whether the Participant's employment with the Employer is continuing, and notifying the Funding Agent when the Participant has had a Termination of Employment (for purposes of the distribution restrictions in Section 7.1(e)); (ii) the Funding Agent notifying the Employer of any hardship withdrawal if the withdrawal results in a 6-month suspension of the Participant's right to make Elective Deferrals under the Plan; and (iii) the Funding Agent providing information to the Employer or other Funding Agents concerning the Participant's or Beneficiary's Code section 403(b) contracts or custodial accounts or qualified employer plan benefits (to enable a Funding Agent to determine the amount of any plan loans and rollover accounts that are available to the Participant under the Plan in order to satisfy the financial need under the hardship withdrawal rules); and information necessary in order for the resulting contract or custodial account and any other contract or custodial account to which contributions have been made for the Participant by the 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 Funding Agent to determine whether an additional plan loan satisfies the loan limitations, so that any such additional loan is not a deemed distribution under Code section 72(p)(1); and (ii) information concerning the Participant's or Beneficiary's after-tax Employee contributions in order for a Funding Agent to determine the extent to which a distribution is includible in gross income. If any Funding Agent ceases to be eligible to receive Elective Deferrals under the Plan, the Employer will enter into an information sharing agreement as described above to the extent the Employer's contract with the Funding Agent does not provide for the exchange of such information.

3.14 Transfers to the Plan. The Administrator may accept a transfer of assets to the Plan for a Participant or Beneficiary only if –

(a) The transferor plan provides for direct transfers of assets;

(b) The Participant is an Employee or former Employee of the Employer;

(c) 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; and

(d) The transferred amounts are subject to statutory restrictions on distributions that are not less stringent than those imposed under the transferor plan.

3.15 Transfers from the Plan. Except as provided in Section 8.4, plan to plan transfers from the Plan to another plan within the meaning of Treasury Regulation section 1.403(b)-10(b)(3) are not permitted.

3.15 Investment of Contributions.

(a) All Elective Deferrals or other amounts contributed to the Plan, all property and rights purchased with such amounts under the Investment Arrangements, and all income attributable to such amounts, property, or rights shall be held and invested in a Retirement Income Account. Investment performance shall be based on gains and losses of the underlying investments of the Retirement Income Account.

(b) Subject to such conditions as may reasonably be imposed by any Funding Agent or the Administrator, a Participant may direct that contributions made on his or her behalf be invested with more than one Investment Arrangement or with more than one Funding Agent. A Participant may allocate contributions made on his or her behalf among Investment Arrangements or Funding Agents in such proportions as the Participant shall desire, provided that any such allocation shall be in whole percentages only.

(c) A Participant may elect in writing filed with the Sponsoring Employer, the Administrator or the Funding Agent, as directed by the Sponsoring Employer (or, if permitted by the Sponsoring Employer and Funding Agent, by electronic or telephonic direction), the manner in which such Participant's Accounts and future contributions made on his or her behalf are to be invested. A Participant may change the manner in which his or her Account Values and future contributions made on his or her behalf shall be invested, provided that any such change shall be in such manner, at such time and with such effective date as permitted by the Sponsoring Employer, the Administrator and the applicable Funding Agent. All elections and transfers shall be subject to the rules of the Sponsoring Employer, the Administrator and the applicable Funding Agent.

(d) Each Funding Agent and the Administrator 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 Funding Agent which is not eligible to receive Elective Deferrals under the Plan (including a Funding Agent which has ceased to be a Funding Agent eligible to receive Elective Deferrals under the Plan and a Funding Agent holding assets under the Plan), the Administrator or the Participating Employer shall keep the Funding Agent informed of the name and contact information of the Administrator in order to coordinate information necessary to satisfy Code section 403(b) or other requirements of applicable law.

(e) If, for any reason, a Participant fails to make an election in writing as to the investment of his or her Account, the Administrator shall invest such Account in balanced, "life-cycle" or "targeted-retirement-date" funds available under the Plan as determined from time to time by the Board at its sole discretion. Neither the Sponsoring Employer, the Board, any Participating Employer, the Administrator, nor any member of the Board shall be liable or responsible for any loss or lack of earnings by reason of the investment of Plan contributions, by whoever directed.

(f) The Board has the authority to change from time to time the Investment Arrangements and Funding Agents made available to Plan Participants. The Board, in execution of its rights and duties hereunder, may from time to time cease to permit Participants to invest in certain Investment Arrangements or Funding Agents made available under the Plan, with respect to past contributions, future contributions, or both. The Board has the authority to direct Plan assets, including past and future contributions and earnings, and whether or not such funds have been otherwise invested pursuant to Participant instruction, to be

invested as the Board deems appropriate. As a condition of participating in the Plan, the Participating Employers and the Plan Participants consent to and acknowledge the right of the Board to execute such investment authority.

(g) Notwithstanding any other provision of this Plan, prior to the payment of amounts to any Funding Agent, the assets of this Plan may be commingled in a common fund with other amounts devoted exclusively to Church purposes, if that part of the common fund that equitably belongs to the Plan is separately accounted for and cannot be used for or directed to purposes other than for the exclusive benefit of Employees and their Beneficiaries.

(h) Reasonable administrative expenses of the Sponsoring Employer or the Administrator with respect to the administration and operation of the Plan may be charged against the Plan. Such costs include but are not limited to the costs associated with informing employees and employers of the availability of the Plan.

ARTICLE IV
VESTING

4.1 Vesting. A Participant's interest in the entirety of his or her Accounts shall be at all times nonforfeitable. The foregoing shall in no way limit the deduction from such Accounts of such fees and charges as may be imposed by the Funding Agent(s) or administrative expenses of the Sponsoring Employer or the Administrator pursuant to Section 3.14.

ARTICLE V
BENEFITS

5.1 Benefit Payments. Benefits provided by the Plan to each Participant shall be payable to such Participant as elected by the Participant subject to the terms of this Plan in the amount determined by the amount in his or her Account, and shall, subject to the provisions of this Article V and Article VII hereof, commence on the first day of the month coinciding with or next following the Retirement Date or such later date as elected by the Participant. Payments made from any Funding Agent shall be paid in such forms of payment as established and permitted under the rules of such Funding Agent.

5.2 Incidental Benefit Requirements. All distributions to a Participant or his or her Beneficiary shall only be made in accordance with the incidental benefit requirements of Code section 401(a)(9)(G) and the Treasury Regulations thereunder.

5.3 Limitation on Payments. Notwithstanding anything else in the Plan to the contrary, the payment of benefits shall be in accordance with the requirements of Code section 401(a)(9) and the regulations thereunder, and the requirements of Treasury Regulation section 1.408-8 except as provided in Treasury Regulation section 1.403(b)-6(e). In no event shall the payment of benefits under any optional form of benefit elected by a Participant or a Beneficiary extend over a period that exceeds the longest of:

(a) the life expectancy of the Participant; or

(b) the joint life expectancies of the Participant and his or her designated Beneficiary, if any.

5.4 Required Commencement of Benefits. Benefits shall commence not later than the April 1st following the later of (i) the end of the calendar year in which the Participant attains age 72 (age 70½ if you reached age 70½ prior to January 1, 2020) or (ii) the end of the calendar year in which the Participant retires. Retirement for this purpose shall include a Termination of Employment on or after the Employee's Retirement Date.

5.5 Consent of Spouse. Whenever the terms of the applicable Funding Agent or Section 6.1(a) of this Plan require the consent of a Participant's Spouse be obtained, such consent shall be valid only if it is in writing, if applicable, designates a beneficiary (or a form of benefits) that may not be changed without spousal consent (unless the consent of the spouse expressly permits designation by the Participant without any requirement of further consent by the Spouse), contains an acknowledgment by such Spouse of the effect of such consent, and is witnessed either by a representative of the Plan or by a notary public; provided, however, that the consent of a Participant's Spouse shall not be required in the event that the Participant establishes to the satisfaction of the Plan representative that he or she has no Spouse or that such Spouse cannot be located, or under such other circumstances as may be permitted by the Administrator. Any consent of a Participant's Spouse obtained in accordance with the provisions of this Section 5.5 shall be irrevocable. Unless a qualified domestic relations order within the meaning of Code section 414(p) requires otherwise (applying the definition of Spouse set forth in Article 1 hereof), a Spousal consent shall not be required (and, hence, shall for purposes of this Plan be deemed given) if the Participant is legally separated or the Participant has been abandoned (within the meaning of local law) and the Participant has a court order to such effect.

5.6 Distribution on Termination of Employment.

(a) Upon a Participant's Termination of Employment, the Participant may elect to receive the amount of the Participant's Accumulated Benefit in a lump sum or such other form as may be permitted by a Funding Agent, as soon as practicable after his or her Termination of Employment or at any time thereafter upon written notice to the Board or the Administrator. If the amount of the Participant's Accumulated Benefit is one thousand dollars ($1,000) or less (five thousand dollars ($5,000) or less if the Participant has attained age 65), the Administrator may, but is not required to, distribute such amount to the Participant in a lump sum as soon as administratively practical after his or her Termination of Employment without the Participant's consent. If the amount of a Participant's Account is zero upon a Termination of Employment, the Participant shall cease to be a Participant.

(b) Subject to (a) above and Section 5.4 hereof, upon a Participant's Termination of Employment, his or her Accumulated Benefit shall be maintained under the Plan and left on deposit with the Funding Agent until the Participant elects to commence to receive benefits in accordance with Section 5.1 hereof, (a) above or is required to receive benefits under the terms of the Plan or the law.

5.7 Multiple Forms of Benefits. To the extent permitted by law, and the Funding Agent(s) and subject to the limitation and consents set forth in this Article V, a Participant may elect to receive his or her benefits in different forms under different Funding Agents.

5.8 Housing Allowance Designation. By adoption of this Plan, the Board designates as minister's housing allowance any and all payments under this Plan to a Participant who is a minister when the payment is from employer contributions or employee pre-tax contributions, including the rollover or transfer of such contributions to the Plan, made on behalf of that minister in relation to services performed by that minister in the exercise of his or her ministry, and earnings thereon. A Participant who is the minister must provide such information regarding the minister's housing allowance as the Board may deem necessary or advisable.

5.9 Qualified Domestic Relations Orders. Benefits payable under this 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, prior to actually being received by the person entitled to the benefit under the terms of the Plan except in the case of a qualified domestic relations order as defined in Code section 414(p), except that for purposes of determining the spouse of the Participant or Beneficiary, the definition of Spouse under Article 1 shall apply and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder, except in the case of a qualified domestic relations order shall be void. In the case of a qualified domestic relations order, the portion of the participant's interest in the Plan designated for the benefit of the alternate payee shall be distributed to such alternate payee as soon as practicable after the qualification of the order. Notwithstanding any other provisions of the Plan, partial withdrawals and rollovers from other plans or from rollover individual retirement accounts shall not be available to an alternate payee. The Administrator shall establish reasonable procedures to determine the qualified status of domestic relations orders and to administer distributions under such qualified orders.

5.10 Written Explanation of Right to Direct Rollover. The payor shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Participant that satisfies the requirements of Code section 402(f).

ARTICLE VI
DEATH

6.1 Death Prior to Commencement of Benefits. If a Participant dies prior to the date as of which Plan benefits begin to be paid to the Participant and has not elected otherwise, such Participant's benefits will be paid as follows:

(a) Married Participants. If such Participant is married at the time of his or her death, the amount of the Participant's Accounts shall be paid to the Spouse in a lump sum; provided, however, that the Spouse may elect to receive such amount in any other form permitted by the Funding Agent(s). The foregoing shall not apply if the Participant had, prior to his or her death, designated, with the consent of his or her Spouse at the time of the Participant's death, a Beneficiary to receive that portion of his or her Account that would otherwise be payable to his or her Spouse. In such event, the Participant's Accounts shall be distributed to such Beneficiary in accordance with paragraph (b) below.

(b) Unmarried Participants. If such Participant is not married at the time of his or her death, the amount of such Participant's Account shall be distributed to the Beneficiary or Beneficiaries of the Participant in such proportion as designated by the Participant. Each such Beneficiary shall receive the portion of such Participant's Account that is payable to such Beneficiary in the form of a lump sum, or, if the Beneficiary elects, in any of the forms permitted by the Funding Agent(s).

6.2 Death After Commencement of Benefits. In the event that a Participant dies on or after the date Plan Benefits begin to be paid to the Participant, his or her surviving Spouse or Beneficiary shall receive such benefits, if any, as are provided pursuant to the form of benefit being received by the Participant at the time of his or her death.

6.3 Minimum Distribution Rules Relating to Payment of Death Benefits. Notwithstanding anything herein to the contrary, the payment of benefits with respect to a deceased Participant, shall meet the minimum required distribution rules and the incidental death benefit rules of Code sections 401(a)(9) and 403(b)(10) and the Treasury Regulations thereunder, the provisions of which are incorporated herein by reference.

6.4 Rules Relating to Designation of Beneficiaries.

(a) Unless any election made hereunder specifies a secondary Beneficiary, if the designated Beneficiary predeceases the Participant, the election shall be null and void and a new election shall be required to be made in order to elect a Beneficiary other than a Participant's Spouse. If a Participant's Spouse at the time of the Participant's death is not the same as the Spouse who consented to an election of non-spousal Beneficiary, such consent shall be null and void.

(b) An election of a Beneficiary is revocable by the Participant at any time before the Participant's death, subject to the provisions of Section 6.1(a) hereof.

(c) Assets Left on Deposit; Qualified Domestic Relations Orders. In the event any Beneficiary or Spouse is entitled to benefits hereunder upon the death of a Participant and pursuant to his or her rights under the Plan, if any, leaves assets in the Plan for later distribution, such Beneficiary or Spouse, subject to any limits at

law, shall have the rights of a Participant hereunder with regard to allocation and investment of such assets, but in no event shall have the right to make any additional contributions. A qualified domestic relations order, as such term would be defined in Code section 414(p) subject to the definition of Spouse under Article 1 hereof, may grant a person thereunder rights similar to those of a Beneficiary under the preceding sentence.

ARTICLE VII
WITHDRAWALS; LOANS

7.1 Withdrawals. A Participant may not receive in-service withdrawals prior to a Termination of Employment from his or her Account except as provided hereinafter.

a. Amounts accruing in the Elective Deferral Account, excluding amounts held in a Rollover Account as a part of the Elective Deferral Account as described in Section 3.12, may be withdrawn by a Participant after attaining age 59 and ½.

b. Amounts in a Rollover Account may be withdrawn at any time.

c. Withdrawals are permitted from the Employer Contribution Account prior to a Termination of Employment after attaining age 59 and ½ and in any form permitted by the Plan Administrator.

d. In addition to and not in limitation of the foregoing, and notwithstanding any other provision of this Plan, amounts that have been transferred to this Plan and earnings thereon that are restricted pursuant to Code section 403(b)(7) may not be withdrawn prior to the date the Participant attains age 59 ½, has a Termination of Employment, dies, or has a Disability.

e. Hardship Distributions. The Administrator, at the election of the Participant, shall direct the distribution to any Participant in any one Plan Year of up to the lesser of 100% of the value of the Participant's Elective Deferral Account or the amount necessary to satisfy the immediate and heavy financial need of the Participant. Any distribution made pursuant to this Section shall reduce the Participant's Elective Account. Withdrawal under this Section is deemed to be on account of an immediate and heavy financial need of the Participant only if the withdrawal if for:

(1) Medical expenses described in Code section 213(d) incurred by the Participant, the Participant's spouse, or any of the Participant's dependents (as defined in Code section 152) or necessary for these persons to obtain medical care as described in Code section 213(d);

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

(3) Payment of tuition, related educational fees, and room and board expenses for the next twelve (12) months of post-secondary education for the Participant, and the Participant's spouse, children, or dependents;

(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 other dependents; or

(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).

No distribution shall be made pursuant to this Section unless the Administrator, based upon the Participant's representation and such other facts as are known to the Administrator, determines that all of the following conditions are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need of the Participant. The amount of the immediate and heavy financial need may include any amounts necessary to pay any federal, state, or local income taxes or penalties reasonably anticipated to result from the distribution;

(2) The Participant has obtained all distributions, other than hardship distributions, and all nontaxable (at the time of the loan) loans currently available under all plans maintained by the Employer;

(3) The Plan, and all other plans maintained by the Employer, provide that the Participant's Elective Deferrals will be suspended for at least six (6) months after receipt of the hardship distribution or, the Participant, pursuant to a legally enforceable agreement, will suspend his Elective Deferrals to the Plan and all other plans maintained by the Employer for at least six (6) months after receipt of the hardship distribution; and

(4) The Plan, and all other plans maintained by the Employer, provide that the Participant may not make elective deferrals for the Participant's taxable year immediately following the taxable year of the hardship distribution in excess of the applicable limit under Code section 402(g) for such next taxable year less the amount of such Participant's elective deferrals for the taxable year of the hardship distribution.

7.2 Limitation. In no event will a withdrawal for less than two hundred fifty dollars ($250) or such other amount as the Administrator shall determine from time to time, be permitted.

7.3 Withdrawal Charges. In the event of any withdrawal by a Participant pursuant to Section 7.1 hereof, such Participant's Account shall be reduced by the charges, if any, that may from time to time be imposed by the Funding Agent upon such withdrawal, including, but not limited to, market value adjustments, and subject to any Funding Agent suspension of guaranteed annuity or other rates.

7.4 Loans.

(a) To the extent permitted under the terms of the applicable Investment Arrangement, loans are permitted upon the application of any Participant or Beneficiary.

(b) Loans made pursuant to this Section (when added to the outstanding balance of all other loans made by the Plan to the Participant) shall be limited to the lesser of:

(1) $50,000 reduced by the excess (if any) of the highest outstanding balance of loans from the Plan to the Participant during the one year period ending on the day before the date on which such loan is made, over the outstanding balance of loans from the Plan to the Participant on the date on which such loan was made, or

(2) one-half (½) of the present value of the non-forfeitable accrued benefit of

the Participant under the Plan.

For purposes of this limit, all plans of the Employer shall be considered one plan.

(c) Loans shall provide for level amortization with payments to be made not less frequently than quarterly over a period not to exceed five (5) years. However, loans used to acquire any dwelling unit which, within a reasonable time, is to be used (determined at the time the loan is made) as a "principal residence" of the Participant shall provide for periodic repayment over a reasonable period of time that may exceed five (5) years. For this purpose, a "principal residence" has the same meaning as a "principal residence" under Code Section 1034. Loan repayments may be suspended under this Plan as permitted under Code Section 414(u)(4). Loans shall not be made available to Highly Compensated Employees in an amount greater than the amount made available to other employees. Loans must be adequately secured and bear a reasonable interest rate. No participant loan shall exceed the present value of the participant's vested accrued benefit. In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs in the plan. Loan repayments will be suspended under this Plan as permitted under Code section 414(u)(4).

(d) Any loans granted or renewed shall be made pursuant to a Participant loan program. Such loan program shall be established in writing and must include, but need not be limited to, the following:

(1) the identity of the person or persons authorized to administer the Participant loan program;

(2) a procedure for applying for loans;

(3) the basis on which loans will be approved or denied;

(4) limitations, if any, on the types and amounts of loans offered;

(5) the procedure under the program for determining a reasonable rate of interest;

(6) the types of collateral which may secure a Participant loan; and

(7) the events constituting default and the steps that will be taken to preserve Plan assets.

(e) Notwithstanding anything in this Plan to the contrary, if a Participant or Beneficiary defaults on a loan made pursuant to this Section, then the loan default will be a distributable event to the extent permitted by the Code and Regulations.

ARTICLE VIII
AMENDMENT OR TERMINATION OF PLAN; MERGER, CONSOLIDATION OR TRANSFER OF ASSETS

8.1 Amendment. The Sponsoring Employer reserves the right by action of the Board to amend the Plan, retroactively or prospectively, from time to time as it may deem advisable; provided, however, that the Administrator shall have the right to adopt on behalf of the Board any amendment which (i) does not substantially increase the cost of the Plan to any Participating Employer; (ii) is necessary to ensure that the Plan remains a Retirement Income Account and a church plan within the meaning of Code section 414(e); or (iii) is to amend the Plan for changes in or conformance to the Code, Treasury Regulations, revenue rulings, or other guidance published by the Internal Revenue Service. Such amendments shall apply to all Participating Employers. Participating Employers shall be notified of any amendment to the Plan made by the Sponsoring Employer. All Participating Employers shall be deemed to consent to and adopt any amendment approved by the Sponsoring Employer and no other Participating Employer shall have any right to individually amend the Plan. If the Sponsoring Employer amends the Plan so it is not substantially similar to an approved specimen Code Section 403(b) plan, it will be considered to be an individually designed plan rather than a pre-approved plan. The Plan will not be considered substantially similar to an approved specimen Code section 403(b) Plan if the IRS determines (for example, during an examination of the plan) that differences between the terms of the Plan as so amended, and the terms of the approved specimen plan are so extensive or complex as to be incompatible with the pre-approved plan program. The Board shall be responsible for amending the Plan, and the Participating Employers shall be deemed to consent to such amendment, as necessary for the Plan to retain its approved status if any provisions herein fail to meet the requirements of Code section 403(b) as a result of a change in the Code, regulations, revenue rulings, or other guidance published by the Internal Revenue Service. The Board shall inform the Participating Employers of any amendments made to the Plan and will notify the Participating Employers of any discontinuance or abandonment of the Plan.

8.2 Termination. The Plan is purely voluntary on the part of the Sponsoring Employer, and the Sponsoring Employer reserves the right, by action of the Board, to terminate the Plan and to discontinue contributions completely at any time. Upon termination of the Plan, all Accounts will be distributed, provided that the Employer and any Related Employer on the date of termination do not make contributions to an alternative Code section 403(b) contract or account that is not part of the Plan during the period beginning on the date of plan termination and ending 12 months after the distribution of all assets from the Plan, except as permitted by Treasury Regulations.

8.3 Termination of Contributions. The Employer has no obligation or liability whatsoever to maintain the Plan for any specific length of time and may discontinue contributions under the Plan at any time without any liability hereunder for any such discontinuance.

8.4 Withdrawal by Participating Employer. Participation in the Plan is voluntary on the part of each Participating Employer. A Participating Employer may withdraw by ceasing to contribute to the Plan on behalf of all its Employees and notifying the Sponsoring Employer in writing of such withdrawal. A Participating Employer that withdraws from participation in the Plan may request a merger or transfer of assets and liabilities of the Plan attributable to its Employees to another 403(b) plan, provided that the employer provides adequate evidence that such other plan complies with Section 403(b) of the Code and the merger or transfer meets the applicable requirements of Treasury Regulations. Such merger or transfer is subject to approval of the Board, in its sole discretion. The employees of such Participating Employers shall not be considered to have a Termination of Employment solely by reason of such withdrawal.

ARTICLE IX
GENERAL PROVISIONS

9.1 Administrator. The Administrator shall be responsible for administering and interpreting the Plan on behalf of the Sponsoring Employer. All decisions and actions of the Administrator shall be afforded the maximum deference permitted by law. The Administrator may adopt administrative rules and procedures to assist in the administration and interpretation of the Plan. The Administrator shall have the power and duty to take all action and to make all decisions necessary or proper to carry out the provisions of the Plan and to determine the eligibility of any Employee to participate herein, including, but not limited to the following:

(1) Determining whether an employee is eligible to participate in the Plan.

(2) Determining whether contributions comply with the applicable limitations.

(3) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.

(4) Determining that any transfers, rollovers, or purchases of service credit comply with applicable requirements and limitations.

(5) Determining that the requirements of the Plan and Code section 403(b) are properly applied.

(6) Determining the status of domestic relations orders or qualified domestic relations orders.

(7) Determining when a bona fide Termination of Employment has occurred.

Administrative functions, including functions to comply with Code section 403(b) and other tax requirements, may be allocated among various persons pursuant to service agreements or other written documents. However, in no case shall administrative functions be allocated to Participants (other than permitting Participants to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Administrator.

If the Administrator delegates any administrative functions under the Plan to comply with the requirements of Code section 403(b) and other tax requirements, such delegation shall be in writing and the Administrator shall keep a list identifying such delegatees and functions as Appendix D to the Plan. The Administrator shall also maintain a list all of all of the Funding Agents of Investment Arrangements approved for use under the Plan, including sufficient information to identify the approved Investment Arrangements, which list shall also be Appendix C to the Plan. Changes to such appendices shall not require amendment to the Plan.

9.2 No Right of Employment. Nothing contained herein shall be deemed to give any Employee the right to be retained in employment or to interfere with the rights of any Employer to discharge him or her at any time.

9.3 Inalienability of Benefits. The rights or interests of any person under the Plan may not be assigned or alienated, and, to the extent permitted by law, no benefit payments under the Plan shall be subject to legal process or attachment for the payment of any claims against any person entitled to receive the same. The foregoing shall not apply to a domestic relations order as described in Section 5.9.

9.4 Expenses. All administrative expenses of the Plan shall be paid out of the assets of Plan unless paid by the Participating Employers, except that any loan, withdrawal, contribution, benefit, taxes applicable to a contribution or other charges by a Funding Agent may be paid out of the assets held by the applicable Funding Agent and charged to the applicable Accounts.

9.5 Responsibilities.

(a) The Board may delegate its duties among its own members and the Board and the Administrator may designate other persons to carry out any of their responsibilities under the Plan.

(b) The Administrator, any member of the Board, or any person whom the Administrator or the Board has designated pursuant to Section 9.5(a), may employ one or more persons to render advice with regard to any fiduciary responsibility he, she or it may have under the Plan.

(c) To the full extent permitted by applicable law, the Sponsoring Employer shall indemnify each member of the Board and of the Administrator, and may indemnify any person designated by the Board or the Administrator in accordance with Section 9.5(a), against all liabilities and expenses, not covered by insurance, including attorneys' fees, reasonably incurred by such person in connection with any actual or threatened legal action to which such person may or might be a party by reason of his or her status or alleged status with respect to the Plan, except with regard to any matters as to which he shall be adjudged in such action to be liable for gross negligence or willful misconduct in the performance of his or her duties.

9.6 Claims Procedure. Any claim by a Participant or Beneficiary with respect to eligibility, participation, contributions, benefit or other aspects of the operation of the Plan shall be made in writing to a person designated by the Administrator for such purpose. If the designated person receiving a claim believes that the claim should be denied, that person shall notify the claimant in writing of the denial of the claim within ninety (90) days after his receipt thereof (this period may be extended an additional ninety (90) days in special circumstances). Such notice shall (a) set forth the specific reason or reasons for the denial, making reference to the pertinent provisions of the Plan or of Plan documents on which the denial is based, (b) describe any additional material or information necessary to perfect the claim, and explain why such material or information, if any, is necessary, and (c) inform the Participant or Beneficiary making the claim of his or her right pursuant to this Section 9.6 to request review of the decision of the Administrator. Any such person may appeal the denial of a claim to the Administrator by submitting a written request for review to the Administrator within sixty (60) days after the date on which such denial is received. Such period may be extended by the Administrator for good cause shown. The person making the request for review or such person's duly authorized representative

may discuss any issues relevant to the claim, may review pertinent documents and may submit issues and comments in writing. The Administrator shall decide whether or not to grant the claim within sixty (60) days after receipt of the request for review, but this period may be extended by the Administrator for up to an additional sixty (60) days in special circumstances (and the Participant or Beneficiary shall be notified of the delay). The decision of the Administrator shall be in writing, shall include specific reasons for the decision and shall refer to pertinent provisions of the Plan or of Plan documents on which the decision is based. Claims and review of claims pertaining to benefits under a Investment Arrangement (including claims relating to the terms, conditions and interpretations thereof) should be sent to the Administrator but will be determined by the applicable Funding Agent under its own procedures. Any claim not decided upon in the required time period shall be deemed denied. All interpretations, determinations and decisions of the Administrator or any Funding Agent with respect to any claim shall be made in the sole discretion of the Administrator or the Funding Agent, as the case may be, based upon the Plan and the Plan documents, and shall be final, conclusive and afforded the maximum deference permitted by law. In the event of any conflict between the terms of this Plan and any Investment Arrangement, the Administrator shall follow the terms of the Plan. No claim for benefits under this Plan relating to contributions which were made or allegedly should have been made to this Plan shall be considered timely made or may be paid under this Plan if such claim is made to the Administrator later than the last day of the second year following the year in which the contribution was made or allegedly should have been made. The Board may exercise any of the duties of the Administrator with respect to claims at its sole discretion.

9.7 USERRA. 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 addition, the survivors of any Participant who dies on or after January 1, 2007, while performing Qualified Military Service, are entitled to any additional benefits (other than benefit accruals relating to the period of Qualified Military Service) that would have been provided under the Plan had the Participant resumed employment and then terminated employment on account of death.

9.8 Law Applicable. The Plan shall be governed by and construed in accordance with the governing documents of the Cooperative Baptist Fellowship, Inc. To the extent that state law applies, the provisions of the Plan will be construed, enforced and administered according to the laws of the State of Georgia. Anything in the Plan or any amendment hereof to the contrary notwithstanding, no provision of the Plan shall be construed so as to violate the requirements of the Code necessary for the Plan to be a church plan with the meaning of Code section 414(e) and a Retirement Income Account.

9.9 Usages. The masculine construction pronoun where appearing in this Plan shall be deemed to include the feminine gender, unless the context clearly indicates to the contrary. Where appropriate, words used in the singular include the plural and the plural includes the singular. The words “hereof,” “herein,” “hereunder” and other similar compounds of the word “here” shall mean and refer to this entire Plan, not to any particular provision or section.

9.10 Volume Submitter Plan Status. The Plan is intended to be a Code section 403(b) volume submitter plan sponsored by the Board on behalf of the Sponsoring Employer, a Church, without regard to the number of eligible employers participating in the Plan. For purposes of Section 11.02 of Revenue Procedure 2013-22, the Board is the volume submitter practitioner. The Sponsoring Employer and the Board shall have established offices in the United States where they are accessible during every business day.

9.11 Exclusive Benefit; Separate Accounting, Use of Assets. The Plan is intended to be a Retirement Income Account that satisfies the requirements of Code section 403(b)(9) and any Treasury Regulations thereunder. It shall be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Retirement Income Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries. There shall be separate accounting for the Retirement Income Account's interest in the underlying assets in order for it to be possible at all times to determine the Retirement Income Account's interest in the underlying assets and to distinguish that interest from any interest that is not part of the Retirement Income Account. Ownership or use by a Participant or Beneficiary of any asset in the Retirement Income Account shall be treated as a distribution to that Participant or Beneficiary. Direct or indirect loans or extensions of credit to an Employer are prohibited.

9.12 Investment and Plan Terms. The Plan incorporates by reference the terms of the Investment Arrangements under the Plan. In the event of a conflict between the terms of this Plan and the terms of any Investment Arrangements under the Plan, the terms of the Plan will govern.

9.13 IRS Levy. The Administrator may pay from a Participant's or Beneficiary's Accumulated Benefit the amount that the Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

Name of Sponsoring Employer, a Church: Cooperative Baptist Fellowship, Inc.

Name of this Plan: Cooperative Baptist Fellowship 403(b)(9) Plan

Effective Date of this Amended and Restated Plan: January 1, 2021

Previously Amended and Restated Effective: January 1, 2009

Original Effective Date of Prior Plan: January 1, 2008

The Church Benefits Board Inc.

By:

ROBERT FOX

Name (Print)

CBB PRESIDENT

Title

Date: 9/21/2021

APPENDIX A

Participating Employer Election Form

[Name of Related Employer]: _____ hereby elects to become a Participating Employer in the Cooperative Baptist Fellowship 403(b)(9) Plan effective as of [Date]: _____ and agrees to all provisions on the Plan.

1. The Participating Employer is: [Check one]

[ ] A tax exempt organization descried in Code section 501(c)(3) which is exempt from tax under Code section 501(a) and that is a Church permitted to participate in a Retirement Income Account for employees of a church-related organization in accordance with Treasury Regulation sections 1.403(b)-2, 1.403(b)-9, and other applicable guidance. The tax exempt organization is (check one):

[ ] a Church
[ ] a Qualified Church-Controlled Organization
[ ] a Non-Qualified Church-Controlled Organization

[ ] An employer of minister(s) described in Code section 414(e)(5)(A)(i)(II) (generally, minister(s) employed by an employer other than a 501(c)(3) organization with respect to which the minister shares common religious bonds). (In accordance with Code section 414(e)(3)(B)(i), such a minister is considered an employee of the Church.)

[ ] A minister described in Code section 414(e)(5)(A)(i)(I) (a self-employed minister). (In accordance with Code section 414(e)(5)(A)(ii) the case of a self-employed minister, the minister is considered the minister's own employer which is an organization described in section 501(c)(3) and exempt from tax under Code section 501(a).)

The Participating Employer agrees to the provisions of the Plan as a Volume Submitter plan and acknowledges that it has no right to individually amend the Plan.

2. Effective Date Information:

Effective Date of Participation if a New Participating Employer:_____

Effective Date if a New Cash or Deferred Arrangement for the Participating Employer:_____

[Note: For each of the above Effective Dates, the Effective Date may not be earlier than the later of the (1) first day of the initial Plan Year, (2) January 1, 2009, or (3) in the case of a newly established cash or deferred arrangement, the date a cash or deferred arrangement is first adopted.]

3. Employer Contributions [This provision may be amended by the Participating Employer at any time]:

□ Option 1. For each Participant for which a Nonelective Contribution is made, the contribution shall be allocated as follows: [choose one or more]

□ Option 1A: Percentage of Compensation: ____% of the eligible Participant's Compensation as defined in the Plan.

□ Option 1B: Dollar Amount: _____ for each eligible Participant

□ Option 1C: Matching Contribution: _____% (not to exceed 100%) of the eligible Participant's Elective Deferrals under the Plan not in excess of ___% of Compensation, determined on a [choose one]: □ payroll-by-payroll basis or □ annual basis.

Compensation for this purpose shall include the parsonage/housing allowance.

□ Option 2: Our church will not make Nonelective Employer contributions to the Plan on behalf of our employee(s)

On behalf of the Participating Employer:

_____
Signature

_____
Name [type or print]

_____
Title

_____
Date:

Approved by the Church Benefits Board:

_____
Name [type or print]

_____
Title

_____
Date:

APPENDIX B

List of Participating Employers

Sponsoring Employer: Cooperative Baptist Fellowship, Inc.

The current list of Participating Employers can be obtained from the Board upon request.

APPENDIX C

A current list of available Investment Arrangements can be obtained by participants and beneficiaries from the Administrator upon request.

APPENDIX D

List of Delegatees of Administrative Functions under the Plan as of March 31, 2020.