

**CHURCH BENEFITS BOARD, INC.
403(b)(9) PLAN AND TRUST**

PLAN DOCUMENT

Effective as of October 1, 2022

**CHURCH BENEFITS BOARD, INC.
403(b)(9) PLAN AND TRUST**

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**CHURCH BENEFITS BOARD, INC.
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**ARTICLE I
INTRODUCTION**

1.01 Establishment of the Plan. The Church Benefits Board, Inc. 403(b)(9) Plan and Trust (formerly called the Cooperative Baptist Fellowship 403(b)(9) Plan) (“Plan”) was established to provide retirement benefits to Employees of eligible Employers participating in the Plan.

(a) Collectively, the Plan is comprised of the Plan document and the Adoption Agreement.

(b) An Employer shall evidence its adoption of this Plan through an Adoption Agreement. Each Employer, by adopting this Plan, shall establish a separate Code section 403(b)(9) plan, independent from the plan of any other Employer.

(c) The Plan is intended to be a church retirement income account program described in section 403(b)(9) of the Internal Revenue Code of 1986, as amended (the “Code”) and Treasury Regulation section 1.403(b)-9(a)(2). The Plan is also intended to be a “church plan” within the meaning of section 414(e) of the Code and section 3(33) of the Employee Retirement Income Security Act of 1974 (“ERISA”). The Plan is therefore exempt from ERISA. It is intended that the Plan will be interpreted to comply with the applicable provisions of the Code and all applicable regulations and rulings issued under the Code.

1.02 Effective Date. The Plan was established on January 1, 2008 as the Cooperative Baptist Fellowship 403(b)(9) Plan. From January 1, 2009 through September 30, 2022, the Plan used a pre-approved volume submitter document. The Effective Date of the amendment and restatement of the Plan using this individually designed Plan document and the renaming of the Plan as the Church Benefits Board, Inc. 403(b)(9) Plan and Trust is October 1, 2022.

ARTICLE II DEFINITIONS

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

2.01 Account. The term “Account” means the bookkeeping account or accounts established for the purpose of separately accounting for a Participant’s interest in the commingled assets of the Plan. A Participant’s Account may include any of the following sub-accounts:

- (a) An Employee Elective Deferral Contributions Account which includes any Employee Elective Deferral Contributions made pursuant to Section 4.01 and any earnings thereon.
- (b) A Roth Contributions Account which includes any Participant Roth Contributions made pursuant to Section 4.02 and any earnings thereon.
- (c) An Employer Basic Contributions Account which includes any Basic Contributions made by an Employer pursuant to Section 4.03 and any earnings thereon.
- (d) A Matching Contributions Account which includes any Matching Contributions made by an Employer pursuant to Section 4.04 and any earnings thereon.
- (e) A Foreign Missionary Contributions Account which includes any contributions made pursuant to Section 4.05 and any earnings thereon.
- (f) A Rollover Contributions Account which includes Rollover Contributions made pursuant to Section 4.06 and any earnings thereon.
- (g) A Roth Rollover Contributions Account which includes Roth Rollover Contributions made pursuant to Section 4.06(d) and any earnings thereon.
- (h) A Merger/Transfer Contributions Account which includes Account Balances transferred to this Plan from another plan of the Employer made pursuant to Section 4.07 and any earnings thereon.
- (i) A Roth Transfer Contributions Account which includes any Roth Transfer Contributions made pursuant to Section 4.07 and any earnings thereon.
- (j) An In-Plan Roth Rollover/Transfer Account which includes any In-Plan Roth Rollovers or Transfers made pursuant to Section 8.10(a), and any earnings thereon. To the extent necessary, a sub-account may be established based on the source of the In-Plan Roth Rollover or Transfer.

CBB reserves the right, in its sole discretion, to establish additional sub-accounts as it may deem necessary or appropriate.

2.02 Account Balance. The term “Account Balance” means the total benefit to which a Participant or the Participant’s Beneficiary is entitled under the Plan, taking into account all contributions made to the Plan 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 distributions made to the Participant, the Participant’s Beneficiary, or any alternate payee.

2.03 Adoption Agreement. The term “Adoption Agreement” means the separate 403(b)(9) agreement under which any Employer adopts this Plan for the benefit of its Employees and which contains provisions unique to such Employer. The Adoption Agreement is hereby incorporated by reference and made part of the Plan.

2.04 Beneficiary. The term “Beneficiary” means the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant in such form as CBB may prescribe, to receive any death benefit that may be payable hereunder if such person or persons survive the Participant. A Beneficiary designation may be revoked or changed at any time in similar manner and form.

A married Participant must name his or her spouse as Beneficiary unless the spouse has given appropriate written consent to the designation of another Beneficiary in accordance with procedures designated by CBB. A divorce will automatically revoke the designation of the divorced spouse as a Participant’s Beneficiary. A Participant may designate a divorced spouse as his or her Beneficiary, but, to do so, the Participant must complete a new Beneficiary form dated after the date of the divorce decree, naming the former spouse as Beneficiary. In the event a new form is not filed, and a former spouse is named as Beneficiary, the designation of the former spouse as Beneficiary is void, and the Participant’s non-spousal Beneficiaries become primary. If the Participant’s Beneficiary is not living or cannot be located, or if no Beneficiary was effectively named, the Participant’s Account Balance shall be paid in a lump sum or in periodic installments, as determined by CBB, to the person or persons in the first of the following classes of beneficiaries with one or more members of such class then surviving: the Participant’s (a) spouse, (b) children, (c) parents, (d) brothers and sisters, or (e) executors and administrators. Should two or more individuals who may be entitled to benefits die when the order of death is in dispute, CBB shall have complete discretion to determine the order in which death shall be deemed to have occurred.

2.05 Church. The term “Church” means an organization described in Code section 3121(w)(3)(A) that is exempt from tax under Code section 501(c)(3) and is eligible to participate in a “church plan” as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time.

2.06 Church Association. The term “Church Association” means a convention or association of churches that falls under the definition of a church described in Code section 3121(w)(3)(A) that is exempt from tax under Code section 501(c)(3) and is eligible to participate in a “church plan” as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time.

2.07 Code. The term “Code” means the Internal Revenue Code of 1986, as amended.

2.08 Compensation. The term “Compensation” means the amounts reportable as wages, tips or other income in box 1 of IRS Form W-2. In the case of a self-employed minister, "Compensation" shall mean such minister’s net earnings from self-employment. In the case of Participants who are ordained, commissioned or licensed ministers, Compensation shall include clergy housing allowance which is excludable from income pursuant to Code section 107.

2.09 Disabled. The term “Disabled” means the permanent incapacity of a Participant, because of physical or mental illness, to perform his or her usual duties for the Employer, resulting in termination of service. The existence of a Disability shall be determined by the Employer in a uniform and nondiscriminatory manner after consideration of such evidence as it may require, which shall include a report of such physician or physicians as it may designate.

2.10 Effective Date. The term “Effective Date” shall have the meaning provided in Section 1.02.

2.11 Elective Deferrals. The term “Elective Deferrals” means the contributions made to the Plan made at the election of the Participant in lieu of receiving cash compensation pursuant to a Salary Reduction Agreement described in Sections 4.01(b) and 4.02(c). Elective Deferrals include both Employee Elective Deferral Contributions described in Section 4.01 and Roth Contributions described in Section 4.02. The term “Elective Deferrals” also includes any additional elective contributions made by a Participant who is or will be age 50 or older in a taxable year, in accordance with, and subject to, Code section 414(v).

2.12 Eligible Employee. The term “Eligible Employee” means an Employee who meets the eligibility and participation requirements of Section 3.01.

2.13 Employee.

(a) The term “Employee” means an individual who is a common-law employee of an Employer and is receiving remuneration for services rendered to that Employer, or a minister of the Cooperative Baptist Fellowship who is (i) self-employed within the meaning of Code section 414(e)(5)(A)(i)(I), or (ii) performing services in the exercise of his or her ministry for an organization that is unrelated to the Cooperative Baptist Fellowship within the meaning of Code section 414(e)(5)(A)(i)(II).

(b) For purposes of this Plan, the term “Employee” shall not include the following individuals:

(1) Employees who are nonresident aliens with no U.S. source income;

(2) employees who are students performing services described in Code section 3121(b)(10);

(3) leased employees;

(4) independent contractors; or

(5) employees covered by a collective bargaining agreement, provided that retirement benefits were the subject of good faith bargaining between the Employer and the union, and the exclusion of such employees occurs as a result of such good faith bargaining over retirement benefits.

Notwithstanding the foregoing, the exclusion of any individual from participation in the Plan shall be subject to the provisions of any applicable employment law requiring such individual’s participation.

2.14 Employee Elective Deferral Contributions. The term “Employee Elective Deferral Contributions” means voluntary pre-tax salary deferrals paid by the Employer to the Plan at the election of Participants pursuant to Section 4.01(b).

2.15 Employer. The term “Employer” means a Church, Church Association, Qualified Church-Controlled Organization, or Nonqualified Church-Controlled Organization, and any Related Employers or organizations sharing common religious bonds and convictions with the Cooperative Baptist Fellowship that are eligible to participate in a church plan and adopt the Plan.

Subject to the approval of CBB, the term “Employer” shall also include an organization paying a salary to a Church minister who is performing services in the exercise of his or her ministry within the meaning of Code section 414(e)(5)(A)(i)(II), but only with respect to the participation in this Plan by such minister. The term “Employer” shall also include a Church self-employed minister within the meaning of Code section 414(e)(5)(A)(i)(I) who has adopted this Plan by execution of an Adoption Agreement.

2.16 Employer Basic Contributions. The term “Employer Basic Contributions” means those contributions paid by the Employer to the Plan pursuant to Section 4.03.

2.17 ERISA. The term “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

2.18 Foreign Missionary Contributions. The term “Foreign Missionary Contributions” means those contributions made pursuant to Section 4.05 of this Plan by or on behalf of a Participant who is a foreign missionary.

2.19 Highly Compensated Employee.

(a) The term “Highly Compensated Employee” includes highly compensated active Employees and highly compensated former Employees. The determination of who is a Highly Compensated Employee will be made in accordance with Code section 414(q) and the regulations thereunder.

(b) A highly compensated active Employee means any Employee who for the preceding year had compensation from the Employer in excess of \$135,000 (as adjusted by the Secretary of the Treasury for cost of living increases after 2022, 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.

(c) For purposes of determining who is a Highly Compensated Employee, the term “compensation” shall mean compensation within the meaning of section 415(c)(3) of the Code, as described in Section 7.04 of the Plan.

(d) The determination of a Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with section 1.414(q)-1T, A-4 of the Treasury Regulations and IRS Notice 97-45.

2.20 Investment Option. The term “Investment Option” means any investment fund established by CBB as an investment option for the Plan. CBB shall maintain a list of the Investment Options under the Plan, and such list is hereby incorporated by reference and made part of the Plan. CBB shall have the discretion to establish and terminate such investment funds as it shall from time to time deem appropriate for the Plan.

2.21 IRA. The term “IRA” means an individual retirement account described in Code section 408(a).

2.22 Matching Contributions. The term “Matching Contributions” means those contributions paid by the Employer to the Plan pursuant to Section 4.04.

2.23 Merger/Transfer Contributions. The term “Merger/Transfer Contributions” means those contributions transferred to this Plan as a result of a merger or transfer from another church 401(a) or 403(b) plan maintained by an Employer pursuant to Section 4.07.

2.24 Non-Highly Compensated Employee. The term “Non-Highly Compensated Employee” means any Employee who is not a Highly Compensated Employee.

2.25 Non-Qualified Church-Controlled Organization. The term “Non-Qualified Church-Controlled Organization” or “Non-QCCO” means a church-controlled tax-exempt organization described in Code section 501(c)(3) that is neither a “church” within the meaning of Code section 3121(w)(3)(A) nor a “qualified church-controlled organization” within the meaning of Code section 3121(w)(3)(B), and that is eligible to participate in a “church plan” as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time.

2.26 Participant. The term “Participant” means an Employee who has satisfied the requirements for participation in this Plan under Article III. A Participant shall continue to be a Participant until all Plan benefits payable on his or her behalf have been paid.

2.27 Plan. The term “Plan” means the Church Benefits Board, Inc. 403(b)(9) Plan and Trust (formerly called the Cooperative Baptist Fellowship 403(b)(9) Plan). The Plan adopted by each Employer is a separate plan, independent from the plan of any other Employer.

2.28 Plan Administrator. The term “Plan Administrator” means The Church Benefits Board, Inc., except as otherwise provided. Functions of the Plan Administrator, including those described in the Plan, may be performed by vendors, designated agents of the Plan Administrator, or others (including Employees a substantial portion of whose duties is administration of the Plan) pursuant to the terms of written service agreements or other documents under the Plan.

2.29 Plan Year. The term “Plan Year” means the calendar year.

2.30 Qualified Church-Controlled Organization. The term “Qualified Church-Controlled Organization” or “QCCO” 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) that is eligible to participate in a “church plan” as defined under Section 3(33) of ERISA and Code section 414(e), as amended from time to time, 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.

2.31 Related Employer. The term “Related Employer” means any entity which is under common control with the Employer as described in Code section 414 and any subsequent statutory or regulatory guidance issued by the IRS.

2.32 Rollover Contributions. The term “Rollover Contributions” means the amount of contributions which are directly transferred to the Plan in an eligible rollover distribution made in accordance with the requirements of Section 4.06.

2.33 Roth Contributions. The term “Roth Contributions” means voluntary after-tax elective salary deferrals paid by the Employer to the Plan at the election of Participants pursuant to Section 4.02.

2.34 Roth Rollover Contributions. The term “Roth Rollover Contributions” means the amount of Roth elective deferrals, within the meaning of Code section 402A, which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.06.

2.35 Salary Reduction Agreement. The term “Salary Reduction Agreement” means a legally binding agreement between the Participant and his or her Employer which satisfies the requirements of Code section 403(b), and includes an electronic deferral election made through the Plan’s third-party administrator or an agreement made in such other manner as prescribed by CBB in accordance with the requirements of Sections 4.01(b) or 4.02(c).

2.36 Severance From Employment. “Severance From Employment” occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a 403(b) plan under section 1.403(b)-2(b)(8) of the regulations, 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.

2.37 The Church Benefits Board, Inc. The Church Benefits Board, Inc., or “CBB” is the Plan Administrator of the Plan.

2.38 Trust Fund. The term “Trust Fund” means all assets of the Plan held by the Trustee pursuant to the terms of the Trust provisions of the Plan document.

2.39 Trustee. The term “Trustee” means the corporation, individual or individuals as may from time to time be designated by CBB to serve as such. The appointment, removal, and terms and conditions of employment of the Trustee shall be determined by CBB. If no Trustee is named, CBB shall be the Trustee.

2.40 Valuation Date. The term “Valuation Date” means each day the New York Stock Exchange is open for business or such other dates as may be designated by CBB, on which date the fair market value of the Trust assets shall be determined.

ARTICLE III
ELIGIBILITY AND PARTICIPATION

3.01 Eligibility for Participation.

- (a) Any Employee that is not excluded from under Section 2.13(b) who:
 - (1) has attained age eighteen,
 - (2) is scheduled to work the minimum amount of hours (if any) specified in the Employer's Adoption Agreement, and
 - (3) has completed the length of service (if any) specified in the Employer's Adoption Agreement

shall become a Participant in this Plan and shall become eligible to receive any Employer Basic or Matching Contributions upon the Effective Date or as soon as administratively practicable following the date on which the Employee meets the eligibility requirements described above.

(b) If an Employee participating in the Plan becomes ineligible to participate in the Plan, any allocation of Employer Basic or Matching Contributions for the Plan Year in which the Employee becomes an excluded Employee shall be based exclusively on Compensation received while the Participant is not subject to the exclusion. If an Employee subject to the exclusion ceases to be subject to such exclusion, the Employee shall actively participate in the Plan as of the date on which he or she ceases to be an excluded Employee described in Section 2.13(b) and meets the participation requirements described in Section 3.01(a). Allocation of Employer Basic or Matching Contributions for the Plan Year in which the Employee becomes an active Participant shall be based exclusively on Compensation received while the Participant is not subject to the exclusion.

3.02 Elective Deferrals by Ineligible Employees. An Employee who is employed by an Employer and is not excluded from participating under Section 2.13(b), but who is not eligible to participate under Section 3.01 of this Plan, shall be eligible to make Employee Elective Deferral Contributions and/or Roth Contributions to the Plan pursuant to the provisions of Section 4.01 or 4.02, as applicable; provided, however, that the amount of Employee Elective Deferral Contributions and/or Roth Contributions for such Employee in any Plan Year must be at least \$200. An Employee who makes Employee Elective Deferral Contributions and/or Roth Contributions pursuant to this Section 3.02 shall become a Participant in the Plan effective upon the election of such contributions; provided, however, that no Employer Basic Contributions, Matching Contributions or Foreign Missionary Contributions shall be made on behalf of any such Employee.

3.03 Reemployment. A former Participant who is reemployed by an Employer following a Severance from Employment shall become a Participant as though a new Employee in accordance with Section 3.01(a).

3.04 Termination of Participation. A Participant shall cease to be a Participant as of the date the Participant receives a total distribution of the interest in his or her Account.

ARTICLE IV CONTRIBUTIONS

4.01 Employee Elective Deferral Contributions.

(a) Employee Elective Deferral Contributions. Subject to the limitations in Article VII, each Participant may elect to defer a specified percentage of his or her Compensation which would have been received in the Plan Year except for the deferral election. Such amount may also include any age 50 catch-up contributions made pursuant to Code section 414(v). All such contributions shall be credited to the Participant's Employee Elective Deferral Contributions Account provided, however, that Employee Elective Deferral Contributions made by a Participant who is a foreign missionary shall be credited to such Participant's Foreign Missionary Account.

(b) Salary Reduction Agreement.

(1) A Participant's deferral election shall be made pursuant to a legally binding Salary Reduction Agreement between the Participant and his or her Employer which satisfies the requirements of Code section 403(b) and includes a written or electronic deferral election made through the Plan's third-party administrator or an agreement made in such other manner as prescribed by CBB. A Salary Reduction Agreement shall apply only with respect to Compensation as defined in paragraph (2) below. The Salary Reduction Agreement shall take effect as soon as administratively practicable following the date indicated in such agreement. Subject to the limitations in the preceding sentence, a Participant may enter into more than one Salary Reduction Agreement each year; provided, however, an Employer can, at its option, limit the number of Salary Reduction Agreements that can be entered into each year. A Participant shall have the opportunity to enter into or change a Salary Reduction Agreement at least once each year. A Salary Reduction Agreement may be terminated at any time with respect to future Compensation not currently available and shall remain in effect until a new Salary Reduction Agreement is filed.

(2) For purposes of the Salary Reduction Agreement, "Compensation" means Compensation as defined in Section 2.08 for services rendered to the Employer by the Participant which is not currently available prior to the effective date of the Salary Reduction Agreement.

4.02 Roth Contributions.

(a) Effective as of January 1, 2023, and subject to the limitations in Article VII, each Participant, including a Participant who is a foreign missionary, may elect to defer a specified percentage of his or her Compensation as a Roth Contribution. Any Roth Contributions shall be allocated to a separate Account maintained under the Plan for such contributions. Unless specifically stated otherwise, any Roth Contributions shall be treated as Elective Deferrals for all purposes under the Plan. Roth Contributions shall be subject to the requirements of Code section 402A and shall further be subject to any regulatory guidance issued by the Internal Revenue Service with respect to Code section 402A.

(b) Separate Accounting.

(1) Contributions and withdrawals of Roth Contributions shall be credited and debited to the Roth Contributions Account maintained for the Participant under the Plan.

(2) A record of the amount of Roth Contributions in each Roth Contributions Account shall be maintained.

(3) Gains, losses, and other credits or charges must be separately allocated on a reasonable and consistent basis to each Participant's Roth Contributions Account and the Participant's other Accounts.

(4) No contributions other than Roth Contributions and properly attributable earnings shall be credited to a Participant's Roth Contributions Account.

(c) Definition of Roth Contribution. A "Roth Contribution" means an elective deferral that is:

(1) Designated irrevocably by the Participant on the Salary Reduction Agreement as a Roth Contribution that is being made in lieu of all or a portion of the pre-tax Elective Deferrals the Participant is otherwise eligible to make under the Plan; and

(2) Treated by the Employer as includible in the Participant's income at the time the Participant would have received that amount in cash if the Participant had not made a salary reduction election.

4.03 Employer Basic Contributions. Each Employer may make Employer Basic Contributions on behalf of any Employee who is eligible to receive such Employer Basic Contributions under the terms of the Employer's Adoption Agreement. The amount of any such Employer Basic Contributions shall be established pursuant to the Employer's Adoption Agreement. An Employer may elect to make additional Employer discretionary contributions for a Participant who has terminated employment; provided, however, that no such contributions may be made following the end of the fifth Plan Year which follows a Participant's termination from employment. Employer Basic Contributions shall be credited to the Participant's Employer Basic Contributions Account.

4.04 Matching Contributions. Each Employer may make Matching Contributions on behalf of any Participant who is eligible to receive such Matching Contributions under the terms of the Employer's Adoption Agreement. The amount of any such Matching Contributions shall be established pursuant to the Employer's Adoption Agreement. Matching Contributions shall be credited to the Participant's Matching Contributions Account.

4.05 Foreign Missionary Contributions. Any Employer Basic Contributions or Matching Contributions made on behalf of any Participant who is a foreign missionary and who is eligible to receive contributions shall be treated as Foreign Missionary Contributions. All such Foreign Missionary Contributions shall be credited to the Participant's Foreign Missionary Account and shall be treated in accordance with the provisions of Code section 72(f). The Employer shall forward any such Foreign Missionary Contributions to the Plan at such time as the Plan Administrator may require and which is consistent with the requirements of the Code pertaining to such contributions. For purposes of this

Section 4.05, a foreign missionary shall mean an individual described in Code section 415(c)(7)(C), who is performing services outside the United States.

4.06 Rollover Contributions. The Plan will accept Rollover Contributions as provided in this Section 4.06. Except in the case of a direct rollover from another Roth elective deferral account under a retirement plan described in Code section 402A(e)(1), Rollover Contributions shall be credited to the Participant's Rollover Contributions Account.

(a) **Eligible Rollover Contributions.** A Participant may, subject to any limitations imposed under the Code, roll over to the Plan all or part of any Eligible Rollover Distribution from an Eligible Retirement Plan, provided the distribution is paid over to the Plan as a direct rollover or within sixty (60) days following receipt of the distribution by the Participant, or such later date as may be permitted under the Code. Such Rollover Contributions shall be made in the form of cash only. The Plan Administrator may require such documentation from the distributing plan as is necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an Eligible Retirement Plan.

(b) **Eligible Rollover Distribution.** For purposes of this Section 4.06, an Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of ten (10) years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9).

(c) **Eligible Retirement Plan.** For purposes of this Section 4.06, an Eligible Retirement Plan" includes: (i) a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account; (ii) an individual retirement account described in Code section 408(a); (iii) a qualified trust described in Code section 401(a); and (iv) an eligible deferred compensation plan described in Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(d) **Roth Rollovers.** Notwithstanding the foregoing provisions of this Section 4.06, the Plan will accept rollovers of Roth elective deferrals only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c). Such amounts shall be credited to the Participant's Roth Rollover Contributions Account and shall be fully vested at all times and nonforfeitable. A rollover of an Eligible Rollover Distribution that includes Roth Contributions will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis under Code section 72 in the amount rolled over.

(e) **Separate Accounts.** Separate accounts shall be established and maintained for the Participant for any Eligible Rollover Distribution paid to the Plan.

4.07 Mergers or Transfers from Another Plan of the Employer. At CBB's sole discretion, the Plan may merge with or accept transfers from another church 401(a) or 403(b) plan maintained by the Employer. A Participant's or Beneficiary's total accrued benefit immediately after the merger or transfer must be equal to or greater than the Participant's or Beneficiary's total accrued benefit immediately before the merger or transfer (except for market changes during the period when accrued benefits are

being transferred or merged), and such total accrued benefit must be nonforfeitable after the merger or transfer. Such amounts merged or transferred from another plan of an Employer to this Plan shall be credited to the Participant's Merger/Transfer Contributions Account.

4.08 Timing of Payment of Contributions.

(a) Timing for Elective Deferrals. All Employee Elective Deferral Contributions and all Roth Contributions shall be forwarded to the Plan not later than the 15th day of the month following the month in which the deferral was made, or at such other time as the Plan Administrator may require, but in no event later than what is reasonable for the proper administration of the Plan.

(b) Timing for Employer Basic Contributions and Matching Contributions. The Employer shall forward Employer Basic Contributions and Matching Contributions to the Plan not later than 15 days following the end of each pay period upon which such contribution was based, or at such other time as the Plan Administrator may require, but in no event later than what is reasonable for the proper administration of the Plan.

4.09 Correction of Errors. 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 Plan 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 Plan Administrator, to the Employer. For purposes of this Section 4.09, a good-faith mistake of fact includes an arithmetical or typographical error.

ARTICLE V
VESTING

5.01 Vesting. All contributions to the Plan, including employee contributions and employer contributions, shall be immediately 100% vested.

ARTICLE VI INVESTMENTS

6.01 Manner of Investment. All Elective Deferrals and other amounts contributed to the Plan, all property and rights purchased with such amounts, and all income attributable to such amounts, property, or rights shall be held and invested in the Investment Options available under the Plan.

6.02 Exclusive Benefit. Each Account shall provide for it to 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 Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

6.03 Participant Investment Direction Under the Plan. The Participant (or Beneficiary) shall be entitled to direct Plan investments only among Investment Options approved by CBB.

(a) Investment Options. CBB shall, in its discretion, select Investment Options in which the Trust will purchase unit shares pursuant to Participant investment instructions provided in accordance with this Section 6.03. CBB, in its discretion, may from time to time change the Investment Options, delete Investment Options or offer additional Investment Options.

(b) Investment of Contributions. Each Participant may elect to have his or her future contributions to this Plan invested in increments of one percent (1%) (totaling 100 percent), in any one or more of the Investment Options. In the absence of an election, CBB shall invest a Participant's Account in the default investment option, as selected by CBB in its sole discretion.

(c) Investment Transfers. With respect to the balance in a Participant's Account, each Participant may elect to have his or her assets already invested in one or more Investment Options transferred to any other Investment Option(s), in such allocation among funds as the Participant shall select (in increments of one percent, totaling 100 percent). An election to transfer investments pursuant to this Section 6.03(c) may be made at any time, to be effective as soon as administratively feasible after the end of a month, or at any other time as may be established by CBB.

(d) Investment Procedures. Each Participant may make the election described in Sections 6.03(b) and (c) by filing an election form with the Plan Administrator or its authorized agent. A Participant may change any investment election at any time to be effective as soon as administratively feasible. The Plan Administrator or its authorized agent may authorize alternative methods for making changes in investment elections, including electronic or telephonic communications, to be effective as soon as administratively feasible, in lieu of a written election form. The use of any such alternative method of making investment elections shall be considered to have been "filed" with the Plan Administrator or its authorized agent. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.

(e) Transfer of Assets. The Plan Administrator or its authorized agent shall transfer moneys or other property from the appropriate Investment Options to the other Investment Options as may be necessary to carry out the aggregate transfer transactions after the Plan Administrator has caused the necessary entries to be made in the Participants' Accounts in the

Investment Options and has reconciled offsetting transfer elections, in accordance with uniform rules therefore established by the Plan Administrator or its authorized agent.

(f) Processing Investment Choices Subject to Rules, Regulations and Procedures of CBB. The processing of investment choices shall be subject to any rules, regulations or procedures which CBB, in its sole discretion, considers necessary or convenient for the efficient administration of the Plan.

ARTICLE VII
LIMITATIONS ON CONTRIBUTIONS

7.01 Section 415 Maximum Contribution Limitations. Except to the extent permitted by Code section 414(v), a Participant's Annual Additions for a Limitation Year shall not exceed the Maximum Annual Addition as set forth in Section 7.01(a) below.

(a) Maximum Annual Addition.

(1) General Rule. The Annual Additions that may be contributed or allocated to a Participant's Account for any Limitation Year shall not exceed the lesser of:

(A) The applicable dollar amount specified in Code section 415(c)(1)(A) (\$61,000 in 2022), as adjusted for cost of living increases under Code section 415(d)(1)(B), or

(B) 100% of the Participant's Includible Compensation.

(2) Alternate 415 Limitations. Notwithstanding any provision of subsection (a)(1) to the contrary, a Participant's Annual Addition shall not be treated as exceeding the limitation of Section 7.01(a)(1) 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. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this subsection (a)(2) for all years may not exceed \$40,000.

(3) Foreign Missionary Limitation. In the case of Participant described in Code section 415(c)(7)(B) who is performing services outside the United States, the Participant's Annual Additions for any Plan Year shall not be treated as exceeding the limitation of subsection 7.01(a) if the contributions and other additions with respect to such Participant are not in excess of the greater of \$3,000, provided the Participant's adjusted gross income for such taxable year (determined separately and without regard to community property laws) does not exceed \$17,000.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plan 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 of the Employer may not exceed the limit as set forth in Section 7.01(a).

(c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any 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 controlled group employers may not exceed the maximum Annual Addition as set forth in Sections 7.01(a). For purposes of this paragraph, a Participant will be considered to be in control of an employer based upon the rules of Code section 414(c)(2), and a "defined contribution plan"

means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).

(d) Excess Annual Additions.

(1) If a Participant's Annual Additions under the Plan, or under this Plan and plans aggregated with this Plan under this Section 7.01, exceed the limit imposed by Code section 415 for a Limitation Year, such Excess Annual Additions shall be corrected in accordance with procedures and other guidance of the Internal Revenue Service. Excess Annual Additions 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.

(2) 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 the Plan to (ii) the total Annual Additions credited to the Participant for the Limitation Year as of such date under the Plan and all other Section 403(b) plans of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 7.01(e).

(e) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year shall be 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 created to hold such Excess Annual Additions, which will be maintained until the Excess Annual Additions are distributed. This separate account will be treated as a separate contract to which section 403(c) (or other applicable provisions of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan.

7.02 Limits on Elective Deferrals.

(a) Basic Elective Deferral Limit. Except as provided in Section 7.02(b) below, the maximum amount of a Participant's Elective Deferrals under the Plan for any calendar year shall not exceed the applicable dollar amount established under Code section 402(g)(1)(B) (\$20,500 for 2022). This limitation shall be adjusted for cost-of-living in accordance with Code section 402(g)(4) for periods after 2022. The total amount of Elective Deferrals for a year cannot exceed the Participant's Compensation for the year.

(b) Age 50 Catch-up Elective Deferral Contributions. A Participant who is eligible to make Elective Deferrals under the Plan and who will attain age 50 or more by the end of the calendar year is permitted to elect to make an additional catch-up contribution in accordance with and subject to the limitations of Code section 414(v). The maximum dollar amount of the age 50 catch-up elective deferral limit for a year is \$6,500 for 2022 and shall be adjusted for cost-of-living after 2022 to the extent provided under the Code. Such catch-up contributions shall not be taken into account for purposes the limits described in Section 7.01 or 7.02(a).

(c) Special Rule for a Participant Covered by Another Plan. For purposes of this Section 7.02, if the Participant is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 7.02. For this purpose, the Plan 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 Plan Administrator receives from the Participant sufficient information concerning his or her participation in such other plan.

(d) Correction of Excess Elective Deferrals.

(1) Notwithstanding any other provisions of the Plan, if the Elective Deferrals on behalf of a Participant for any calendar year exceed the limitations described above, or the Elective Deferrals on behalf of a Participant for any calendar year exceed the limitations described above when combined with other amounts deferred by the Participant under another Code section 403(b) plan of the Employer (and any other plan that permits elective deferrals under Code section 402(g) for which the Participant provides information that is accepted by the Plan 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. Corrective distributions are generally required to be made by April 15 of the year following the year in which the Excess Elective Deferrals were made.

(2) With respect to the correction of excess Elective Deferrals, the following additional provisions shall apply:

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

(B) A Participant who has Excess Deferrals and who has not notified the Employer pursuant to subsection (A) shall be deemed to have requested the distribution to the extent the Participant has Excess Deferrals for the taxable year calculated by taking into account Elective Deferrals under this Plan and elective

deferrals under other plans or arrangements described in Code section 401(k), 403(b) or 408(k) maintained by the same Employer.

(C) Excess Deferrals distributed to a Participant with respect to a calendar year shall be adjusted to include any income or loss allocable thereto, but not for the gap period between the end of such Plan Year and the date of distribution, in accordance with the particular method for such adjustment permitted under the Code, as selected by the Employer

(D) For any Plan Year in which a Participant makes both Employee Elective Deferral Contributions and Roth Contributions, the Employer operationally may implement an ordering rule procedure for the distribution of excess contributions. Such ordering procedure may specify whether the Employee Elective Deferral Contributions or Roth Contributions are distributed first, to the extent such type of Elective Deferrals was made for the year. Furthermore, such procedure may permit the Participant to elect which type of Elective Deferrals shall be distributed first.

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

(a) An Employee described in this Section 7.03 may elect to make additional Elective Deferrals equal to the maximum Elective Deferrals that the Employee could have elected during that period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(b) To the extent the Employee makes up Elective Deferrals as described in Section 7.03(a), the Employer will make up any Matching Contributions to which the Employee would be entitled pursuant to Section 4.04.

(c) An Employee described in this Section 7.03 may elect to make additional Elective Deferrals upon resumption of employment with the Employer equal to the maximum Elective Deferrals that the Employee could have elected during that period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Elective Deferrals, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(d) An Employee described in this Section 7.03 shall be eligible to receive Employer Basic Contributions upon resumption of employment with the Employer equal to the amount of

Employer Basic Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Employer had continued (at the same level of Compensation) without the interruption or leave, reduced by the Employer Basic Contributions, if any, actually made for the Employee during the period or interruption of leave. In addition, to the extent the Employer in its Adoption Agreement elects to make Matching Contributions, if the Employee makes up the contributions as described in Section 7.03(a), the Employer will make up any such Matching Contributions.

7.04 Definitions. For purposes of this Article VII, the following definitions shall apply:

(a) Annual Additions. The term "Annual Additions" means the sum of the following amounts credited to a Participant's Account under the Plan or any other plan aggregated with the Plan under Section 7.01 during the Plan Year:

- (1) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in Code section 414(v) and contributions that have been distributed to the Participant as Excess Elective Deferrals as defined in Section 7.02(d));
- (2) After-tax contributions; and
- (3) Allocations under a simplified employee pension.

Amounts described in paragraphs (1), (2), and (3) above shall be treated as annual additions for purposes of both the dollar limitation under Section 7.01(a)(1)(A) and the percentage of compensation limitation under Section 7.01(a)(1)(B). Rollover Contributions are not included in Annual Additions.

(b) Employer. Solely for the purposes of Sections 7.01 and 7.02, the term "Employer" means the employer that is contributing to the Plan and any employer required to be aggregated with that employer under Code section 414(c)(2).

(c) Excess Annual Additions. The term "Excess Annual Additions" shall mean 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 7.01 over the maximum Annual Addition permitted under Section 7.01(a) for the Limitation Year.

(d) Includible Compensation.

- (1) "Includible Compensation" shall mean an Employee's compensation received from the Employer which 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 a Year of Service. 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 section 911 of the Code). Includible Compensation includes any Elective Deferrals or other amounts 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 section 402(e)(3), 402(h)(1)(B), 402(k),

125, 132(f)(4), or 457(b). Includible Compensation does not include compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-2(b)(8) of the Treasury Regulations. Includible Compensation is determined without regard to community property laws.

(2) For Non-QCCOs, self-employed ministers and chaplains, the amount of Includible Compensation for each Participant taken into account in determining contributions shall not exceed \$305,000, as adjusted for cost-of-living increases in accordance with Code section 401(a)(17)(B) for periods after 2022.

(3) For purposes of Section 4.03, 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 five taxable years. Except as provided in section 1.403(b)-4(d) of the Treasury Regulations, the amount of the monthly Includible Compensation is equal to one-twelfth of the Participant's Includible Compensation during his or her most recent Year of Service. No contribution shall be made after the end of the Participant's fifth taxable year following the year in which the Participant terminated employment.

(4) For purposes of applying the limitations on Annual Additions pursuant to Code section 415(c), Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)) shall be 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 becoming permanently and totally disabled.

(e) Limitation Year. The term "Limitation Year" means the calendar year. However, if the Participant under the Plan is in control of an Employer as described in Section 7.01(c) above, the Limitation Year shall be the limitation year of the defined contribution plan controlled by the Participant.

(f) Year of Service. For purposes of determining Includible Compensation, the term "Year of Service" means each full year during which an 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 Year of Service 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 Years of Service shall equal the aggregate of the annual work periods during which the Employee is employed by the Employer. For purposes of this subsection, the term "work period" shall mean the Employer's annual work period.

ARTICLE VIII
PAYMENTS OF BENEFITS TO PARTICIPANTS

8.01 Retirement Benefits. A Participant shall be entitled to a distribution of retirement benefits under this Plan following attainment of age 59½. A Participant may elect to receive payment of his or her retirement benefits in a form described in Section 9.01.

8.02 Pre-Retirement Termination Benefits. A Participant who separates from service with an Employer shall be entitled to his or her entire Account Balance in the Plan distributed in a form described in Section 9.01. Pre-retirement termination benefits shall be paid or transferred as soon as administratively feasible following the Employer's receipt of an election filed pursuant to this Section 8.02.

8.03 Pre-Retirement Death Benefits. If a Participant dies prior to the commencement of payment of retirement benefits under Section 8.01 or pre-retirement termination benefits under Section 8.02, the Participant's Beneficiary shall be entitled to a benefit equal to the Participant's Account Balance, payable in a form described in Section 9.01. If the Beneficiary is the Participant's surviving spouse, he or she may elect to postpone distribution of the Participant's Account until the date upon which the Participant would have reached age 72 (age 70½ for a Participant who attained age 70½ before January 1, 2020). If the Participant fails to designate a Beneficiary, if no Beneficiary survives the Participant or if the Beneficiary cannot be located, the death benefits, if any, shall be paid in accordance with Section 2.04 of this Plan.

8.04 Disability Benefits. A Participant who, prior to retirement is determined, under Title II or XVI of the Social Security Act, to be Disabled, shall be entitled to receive a distribution of his or her entire Account Balance in a form described in Section 9.01. Notwithstanding anything contained herein to the contrary, a Participant shall not be entitled to receive as a disability benefit under this Section 8.04 of any portion of his or her Account Balance attributable to Employee Elective Deferral Contributions and Roth Contributions unless he or she suffers a total and presumably permanent Disability such that he/she is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death or to be of long-continued and indefinite duration.

8.05 Cash-Out of Small Accounts. Notwithstanding any other provision of this Plan, the Plan Administrator may, in its sole discretion, require payment in a lump sum of the total value of the Account of any Participant or Beneficiary, without the consent of such Participant or Beneficiary, if the total amount of the Account (determined without regard to any Rollover Account amounts) is below five thousand dollars (\$5,000). Any such distribution shall comply with the requirements of Code section 401(a)(31) relating to automatic distribution as a direct rollover to an individual retirement plan for distributions in excess of \$1,000.

8.06 In-Service Distributions. Notwithstanding the foregoing provisions of this Article VIII, upon application to the Plan Administrator (or its designee), a Participant may elect to receive a distribution described in subsection (a) or (b) below, whether or not the Participant has terminated from service with the Employer.

(a) A Participant who has attained age 59½ may elect at any time to receive all or a portion of his or her entire Account Balance.

(b) A Participant who has not attained age 59½ may elect at any time to receive all or a portion of his or her Rollover Contributions Account, including any earnings attributable to such contributions.

8.07 Hardship Withdrawals. A distribution of up to 100% of the Participant's Employee Elective Deferral Contributions and Roth Contributions (excluding any interest or earnings on Elective Deferrals) may be made to a Participant in the event of hardship. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to meet the immediate and heavy need.

(a) Immediate and Heavy Financial Need. The following are the only financial needs considered immediate and heavy:

(1) expenses incurred or necessary for medical care, described in Code section 213, of the Participant, the Participant's spouse or dependents (as defined in Code section 152);

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

(3) the payment of tuition and related educational fees for the next 12 months of post-secondary education for the Participant, or the Participant's spouse 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 or dependents;

(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 Code section 165(h)(5) and without regard to whether the loss exceeds ten percent (10%) of adjusted gross income);

(7) expenses and losses (including loss of income) incurred by the Participant on account of a disaster declared by the Federal Emergency Management Agency ("FEMA"), provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster; or

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

(b) Distribution of Amount Necessary to Meet Need. A distribution is considered necessary to satisfy an immediate and heavy financial need of a Participant only if all of the following requirements are satisfied:

(1) The distribution is not in excess of the amount of the immediate and heavy financial need (including 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 other distributions, other than hardship distributions, from this Plan and any other plans maintained by the Participant's Employer (except to the extent that such actions would be counterproductive to alleviate the financial need).

(3) The Participant has provided the Plan Administrator or its designee a representation in writing (including by electronic media) that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Plan Administrator does not have actual knowledge that is contrary to the representation provided.

8.08 Direct Rollovers.

(a) Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 8.08, a Distributee may elect at the time and in the manner prescribed by the Plan Administrator to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover

(b) Definitions. For purposes of this Section 8.08, the following terms shall have the following meanings:

(1) Eligible Rollover Distribution. An "Eligible Rollover Distribution" is any distribution of all or any portion of the balance to the credit of the Distributee, except that an Eligible Rollover Distribution does not include:

(A) any distribution that is one of a series of substantially equal periodic payments made (not less frequently than annually) for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee's designated beneficiary, or for a specified period of ten years or more;

(B) 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 the statutory waiver of the Code section 401(a)(9) requirements);

(C) any hardship distribution made pursuant to Section 8.07;

(D) the portion of any other distribution(s) that is not includible in gross income;

(E) any distribution(s) that is reasonably expected to total less than \$200 during a year;

(F) any corrective distribution of excess amounts under Code sections 402(g), 401(m), and/or 415(c) and income allocable thereto;

(G) any loans that are treated as deemed distributions pursuant to Code section 72(p); and

(H) any other distribution that is ineligible to be treated as an Eligible Rollover Distribution under applicable law.

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

(2) Eligible Retirement Plan. An “Eligible Retirement Plan” includes any of the following to the extent that it accepts the Distributee’s Eligible Rollover Distribution: an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); a Roth IRA described in Code section 408A, an annuity contract described in Code section 403(b) (including custodial accounts described in Code section 403(b)(7) and retirement income accounts described in Code section 403(b)(9)); a qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. 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).

(3) Distributee. A “Distributee” includes an Employee or former Employee. In addition, the Employee’s or former Employee’s surviving spouse and the Employee’s or former Employee’s spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in section 414(p) of the Code, are Distributees with regard to the interest of the spouse or former spouse. A Distributee also includes the Participant’s nonspouse Beneficiary. In the case of a nonspouse Beneficiary, the Direct Rollover may be made only to an individual retirement account or annuity described in Code section 408(a) or 408(b) that is established on behalf of the nonspouse Beneficiary and will be treated as an inherited IRA pursuant to the provisions of Code section 402(c)(11). Also, in this case, the determination of any required minimum distribution under Code section 401(a)(9) that is ineligible for rollover shall be made in accordance with IRS Notice 2007-7, Q&A-17 and 18, 2007 I.R.B. 395.

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

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

8.09 Transfers from the Plan.

(a) Transfers from the Plan. Transfers from the Plan are not allowed except in accordance with Sections 8.09(b) and (c) below.

(b) Plan to Plan Transfers. Employers who discontinue participation in the Plan may request a plan to plan transfer of all their employees’ accounts in the Plan to another plan of the Employer.

(c) Automatic Transfer. A Participant who terminates (or has terminated) employment with an Employer and who is subsequently employed by another Employer that participates in this Plan, shall have his or her entire Account, if any, automatically transferred to such other Employer’s Plan immediately upon commencement of employment with such other Employer. Automatic transfers made pursuant to Section 8.09(c) will be allocated to the same contributions accounts from which they were transferred.

8.10 In-Plan Roth Rollovers/Transfers.

(a) Definitions. The following definitions apply for purpose of this Section 8.10:

(1) In-Plan Roth Rollover. An In-Plan Roth Rollover means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Rollover Account, in accordance with Code section 402A. An In-Plan Roth Rollover may be made with respect to amounts that are distributable under the Code, whether or not such amounts are eligible for distribution under the terms of the Plan. In-Plan Roth Rollovers will be administered as provided by IRS guidance and the provisions of this Section 8.10.

(2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Transfer Account, in accordance with Code section 402A. An In-Plan Roth Transfer may be made only with respect to amounts that are not distributable under the terms of the Plan nor is there a distributable right under the Code. To the extent necessary, sub-accounts may be established based on the source of the In-Plan Roth Transfer. In-Plan Roth Transfers will be administered as provided by IRS guidance and the provisions of this Section 8.10.

(b) Right to elect In-Plan Roth Rollover/Transfer. Effective as of January 1, 2023, a Participant may make an In-Plan Roth Rollover and/or an In-Plan Roth Transfer from all or a portion of his or her Account.

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

8.11 Designation of Housing Allowance. Each year the Plan Administrator (or a qualifying organization) shall designate the amount of payments to be made to a Participant during the following calendar year which are eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Participant who is a minister of the gospel within the meaning of Code section 107 may be designated as housing allowance under this Section 8.11.

8.12 Loans. A Participant who is actively employed by an Employer may borrow amounts on a pro rata basis from all contribution sources in her/his Account pursuant to the provisions of this Section 8.12. Loans shall be made available to all Participants of an Employer on a reasonably equivalent basis. All loans shall be subject to such written rules and guidelines as the Plan Administrator or its agent shall prescribe from time to time, including procedures for applying for such loans. In addition, a loan to a Participant must, at a minimum, meet the following requirements:

(a) Amount of Loan. The minimum amount of any loan must be at least one thousand dollars (\$1,000). The maximum principal amount of any loan balance owed by a Participant to this Plan shall not exceed the lesser of:

(1) Fifty thousand dollars (\$50,000) reduced by the outstanding balance of such loan during the immediately preceding twelve-month period; and

(2) Fifty percent (50%) of the amount of the Participant's Account on the date the loan is made.

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

(b) Maximum Term. The repayment term of any loan may not exceed five (5) years from the date on which the loan is made. If such loan is used to acquire a dwelling unit which within a reasonable time (determined at the time the loan is made) will be used as the principal residence of the Participant, the repayment period shall not extend beyond 15 years from the date of the loan.

(c) Interest Rate. Each loan shall bear a reasonable rate of interest as determined by the Plan Administrator. Until a further determination is made by the Plan Administrator, each loan shall bear interest at a rate equal to one percent (1%) above the prime rate, as determined by the Plan Administrator.

(d) Collateral. A Plan loan shall be secured by up to fifty percent (50%) of the Participant's Account, and such other collateral as the Plan Administrator may require from time to time. The Plan Administrator may release any portion of such collateral that it determines is not required to adequately secure the repayment of such loan.

(e) Repayment. Except as provided in regulations under Code § 72(p)(2)(C), any loan shall provide for substantially level amortization of the loan over the term of the loan. A Plan loan shall be repaid by automatic clearing house (ACH) deductions from the Participant's personal bank account over its term in level installment payments.

(f) Default. In the event of default, foreclosure on the note and attachment of security will not occur until a distributable event occurs under the Plan. For purposes of this Plan, a Participant shall be deemed to be in default on a loan if she/he fails to make any installment payment by the last day of the calendar quarter in which the payment was due.

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

(h) Denial of Plan Loan. The Plan Administrator shall deny a request for a loan if such loan fails to meet the requirements of this Section 8.12. In addition, the Plan Administrator may deny a loan request if the Participant has had a prior default on a Plan loan.

(i) Frequency. On and after October 1, 2022, a Participant shall not be permitted to request a loan if he or she has another outstanding loan from this Plan. Prior to October 1, 2022, Participants were permitted to have two outstanding loans.

(j) There may be an administrative charge imposed on a new loan in an amount determined by the Plan Administrator.

(k) In the event of the death of a Participant, the unpaid balance of any outstanding loan to such Participant, together with accrued interest, shall be immediately due and payable and shall be satisfied out of the Participant's Account prior to distribution if not satisfied by payment in full prior to such distribution.

(l) If a Participant who has an outstanding loan incurs a leave of absence, ceases loan repayment, and her/his rate of pay (after income and employment tax withholding) is not sufficient to meet the required payment under the terms of the loan, then the Plan Administrator shall not deem a default has occurred for a period equal to the lesser of (1) the length of the leave of absence, or (2) one year. In this instance, when the Participant returns from the leave of absence, her/his loan payments shall be reamortized over the remaining period of scheduled repayments.

Notwithstanding the preceding provisions, loan repayments during a period of qualified military service will be suspended under this Plan as permitted under Code § 414(u)(4).

8.13 Withdrawals for Birth or Adoption of a Child.

(a) Explanation of Distribution. A Participant may request a distribution of up to \$5,000 (per child or Eligible Adoptee) as a Qualified Birth or Adoption Distribution from the Participant's Account. This \$5,000 limit shall be reduced by Qualified Birth or Adoption Distributions to the Participant made with respect to the same child or Eligible Adoptee by other plans maintained by the Employer. A Qualified Birth or Adoption Distribution is a distribution described in Code section 72(t)(2)(H)(iii). A Qualified Birth or Adoption Distribution must be made during the 1-year period beginning on the date on which a child of the Participant is born or on which the legal adoption of an Eligible Adoptee by the Participant is finalized. An "Eligible Adoptee" is an individual, other than a child of the Participant's spouse, who has not attained age 18 or is physically or mentally incapable of self-support. An individual is considered physically or mentally incapable of self-support if that individual is unable to engage in any substantial gainful activity by reason of any medically determinable physical or mental impairment that can be expected to result in death or to be of long-continued and indefinite duration. This provision shall be applied in a manner consistent with Part D of IRS Notice 2020-68.

(b) Rollover. A Participant who received one or more Qualified Birth or Adoption Distributions from this Plan may, if the Plan then permits the Participant to make Rollover Contributions, make one or more contributions in an aggregate amount not to exceed the amount of such Qualified Birth or Adoption Distributions. The Plan will treat such a contribution as a Rollover Contribution made by direct trustee-to-trustee transfer within 60 days of distribution.

(c) Reliance. The Plan Administrator may rely on an individual's reasonable representation that the individual is eligible to receive a Qualified Birth or Adoption Distribution unless the Plan Administrator has actual knowledge to the contrary.

(d) Status of Distribution. A Qualified Birth or Adoption Distribution is not an eligible rollover distribution for purpose of the obligation to permit a direct rollover under Code section 401(a)(31), the notice requirement of Code section 402(f), or the mandatory withholding rules of Code section 3405(c)(1).

ARTICLE IX
FORMS OF BENEFIT PAYMENT

9.01 Benefit Option. A Participant must elect in a form required by the Plan Administrator to receive his or her retirement benefits, and shall receive payment from the Plan in one or more of the following forms:

- (a) single or partial lump sums; or
- (b) installments.

Subject to the provisions of Section 9.02, distribution of a Participant's Account shall be made upon a date elected by the Participant.

A Participant may also receive a distribution in the form of a direct rollover in accordance with the provisions of Section 8.08.

9.02 Minimum Distribution Requirements.

(a) General Rules Regarding Minimum Distribution Requirements. Notwithstanding any other provisions in this Plan, unless and to the extent otherwise permitted by law and in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, the Plan shall comply with the minimum distribution requirements of Code section 401(a)(9) and the regulations thereunder in accordance with this Section 9.02. The distribution requirements of this Section 9.02 generally apply to a Participant's entire Account. To the extent permitted under § 1.403(b)-6(e)(7) of the Treasury Regulations, or under the Plan and other section 403(b) plans in which the Participant participates as an Employee, amounts may be aggregated and the minimum distribution requirements satisfied by distribution from any one or more of the plans. The provisions of this Section 9.02 shall thus override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9).

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

(1) The amount to be distributed each year, beginning with the calendar year the Participant attains age 72 (age 70½ for a Participant who attained age 70½ before January 1, 2020) or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Account, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of his or her birthday in such year. However, if the Participant's sole Designated Beneficiary is his or her surviving spouse and such spouse is more than 10 years younger than the Participant, then the distribution period is

determined under the Joint and Survivor Table in Q&A-3 of section 1.401(a)(9)-9, using the ages of the Participant and the spouse's birthdays in such year.

(2) The required minimum distribution for the year the Participant attains age 72 (age 70½ for a Participant who attained age 70½ before January 1, 2020) or retires can be made as late as the Required Beginning Date. The required minimum distribution for any other year, including the year that contains the Required Beginning Date, must be made by the end of such year.

(c) Death Before the Required Beginning Date. If the Participant dies before the Required Beginning Date, the Participant's entire interest will be distributed at least as rapidly as follows:

(1) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the entire interest will be distributed starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, or by December 31 of the calendar year in which the Participant would have attained age 72 (age 70½ for a Participant who attained age 70½ before January 1, 2020), if later. If the surviving spouse dies before distributions are required to begin, the remaining interest will be distributed starting by the end of the calendar year following the calendar year of the spouse's death, over the spouse's Beneficiary's remaining life expectancy determined using the Beneficiary's age as of his or her birthday in the year following the death of the spouse, or, if elected, will be distributed in accordance with paragraph (3) below. If the surviving spouse dies after distributions are required to begin, any remaining interest will be distributed over the spouse's remaining life expectancy determined using the spouse's age as of his or her birthday in the year of the spouse's death.

(2) If the Participant's Designated Beneficiary is someone other than the Participant's surviving spouse, the entire interest will be distributed, starting by December 31 of the calendar year immediately following the calendar year of the Participant's death, over the remaining life expectancy of the Designated Beneficiary, with such life expectancy determined using the age of the Designated Beneficiary as of his or her birthday in the year following the year of the Participant's death, or, if elected, in accordance with paragraph (3) below.

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the Participant's entire interest, to the extent required by regulations, will be distributed by December 31 of the calendar year containing the fifth anniversary of the Participant's death (or of the spouse's death in the case of the surviving spouse's death before distributions are required to begin under paragraph (1) above).

(d) Death On or After Required Beginning Date. If the Participant dies on or after the Required Beginning Date, the remaining interest shall be distributed at least as rapidly as follows:

(1) If the Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his or

her birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below, if longer.

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

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

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

(e) The amount to be distributed each year under Section 9.02(c)(1) or 9.02(c)(2) is the quotient obtained by dividing the value of the Account as of the end of the preceding year by the remaining life expectancy specified in such paragraph. Life expectancy is determined using the Single Life Table in Q&A-1 of section 1.401(a)(9)-9 of the Treasury Regulations. If distributions are being made to a surviving spouse as the Designated Beneficiary, the spouse's remaining life expectancy for a year is the number in the Single Life Table corresponding to the spouse's age in such year. In all other cases, remaining life expectancy for a year is the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in Section 9.02(c)(1) or (2) and reduced by one for each subsequent year.

(f) Definitions. For purposes of this Section 9.02, the following terms shall have the following meanings:

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Article II of the Plan and is the "designated beneficiary" under Code section 401(a)(9) and Treasury Regulations § 1.401(a)(9)-4.

(2) Required Beginning Date. A Participant's Required Beginning Date is April 1 following the later of the calendar year in which the Participant attains age 72 (age 70½ for a Participant who attained age 70½ before January 1, 2020) or the calendar year in which the Participant retires.

(g) For Deaths Occurring After December 31, 2019.

(1) 10-year Rule. If the distributee of a deceased Participant's account is a "Designated Beneficiary" (defined in subsection 3 below) who is not an "Eligible Designated Beneficiary" (defined in subsection 3 below), then the Plan will distribute the account in full no later than December 31 of the tenth (10th) year following the year of the Participant's death.

(2) Beneficiary Death. If an Eligible Designated Beneficiary dies before receiving distribution of the beneficiary's entire interest in the Participant's Account, the Plan will distribute that interest in full no later than December 31 of the tenth (10th) year following the year of the Eligible Designated Beneficiary's death. Similarly, if a Participant died before January 1, 2020, the limitations of this subsection (g) shall apply to distributions to the beneficiary of the Participant's Designated Beneficiary if the Designated Beneficiary died on or after January 1, 2020.

(3) Definitions.

(A) A distributee is a "Designated Beneficiary" if the individual is described under Treasury Regulation section 1.401(a)(9)-4.

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

(i) The Participant's spouse;

(ii) The Participant's child who has not reached the age of majority (as defined for purposes of Code section 401(a)(9)(F);

(iii) an individual not more than 10 years younger than the Participant;

(iv) a disabled individual (as defined in Code section 72(m)(7); or

(v) an individual who is chronically ill (as defined in Code section 7702B(c)(2)) for a reasonably lengthy period or indefinitely.

Certain trusts may be treated as Eligible Designated Beneficiaries pursuant to Code section 401(a)(9)(H)(iv) and (v). When a child of the Participant reaches the age of majority, the Plan will distribute the child's account in full no later than 10 years after that date.

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

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

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

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

(d) The Participant provides the Employer with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement; and certifies that, to the best of the Participant’s knowledge, such list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met; provided, however, the Participant must provide the Employer with a copy of the trust instrument on request.

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

ARTICLE X
PLAN ADMINISTRATION

10.01 Plan Administration. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Code. The Plan administration provisions include but are not limited to:

- (a) Determining whether an Employee is eligible to participate in the Plan.
- (b) Determining whether contributions comply with the applicable limitations.
- (c) Determining whether hardship withdrawals and loans comply with applicable requirements and limitations.
- (d) Determining whether transfers or rollovers comply with applicable requirements and limitations.
- (e) Determining that the requirements of the Plan and Code section 403(b) properly applied, including whether the Employer is a member of a controlled group.
- (f) Determining the status and acceptability of domestic relations orders or qualified domestic relations orders under Code section 414(p).

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 Employees (other than permitting Employees to make investment elections for self-directed accounts). Any administrative functions not allocated to other persons are reserved to the Plan Administrator.

10.02 Role of CBB. CBB shall serve as the administrator with respect to assets held in the Plan and shall administer the Plan in accordance with its terms.

- (a) Powers and Duties of CBB. CBB shall have such other duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:
 - (1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder that are payable from the Plan;
 - (2) to reviews and process any appeals of denials of claims for benefits under the Plan and any Plan interpretation requests;
 - (3) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits with respect to benefits payable from the Plan;

(4) to prepare and distribute, in such manner as CBB determines to be appropriate, information explaining the Plan;

(5) to provide reports to each Participant on an annual (or more frequent) basis on the contributions made to each Participant's Account in the Plan (including the date on which such contributions are received) and on the performance of individual Investment Options in which each Participant's Account is invested;

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

(7) to furnish the Participants or the Employers, upon request, such annual reports with respect to the administration of the Plan as are reasonable and appropriate;

(8) to receive, review and keep on file (as it deems convenient or proper) financial reports received from the Trustee;

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

(10) to make all determinations as to the right of any person to a benefit that is payable from the Plan pursuant to Article VIII;

(11) to establish rules for the administration of the Plan and the transaction of its business;

(12) to maintain a list of Employers who are eligible to participate in the Plan;

(13) to delegate from time to time, any of its powers and duties as it deems appropriate for the effective administration of the Plan;

(14) to designate payments made to a retired Participant and reported on IRS Form 1099-R as eligible to be treated as housing allowance under Code section 107; and

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

10.03 Application and Forms for Benefits. CBB may require a Participant or Beneficiary to complete and file an application for retirement benefits, pre-retirement termination benefits, and all other forms approved by CBB, and to furnish all pertinent information requested. CBB and Employer may rely upon all such information so furnished it, including the Participant's or Beneficiary's current mailing address.

ARTICLE XI CLAIMS PROCEDURE

11.01 Filing of Claim. A claim for benefits from the Plan shall be made in accordance with the requirements of this Section 11.01. A Plan Participant or Beneficiary shall make a claim for Plan benefits by filing a written request with CBB. CBB shall have complete and sole discretion in considering whether to accept or deny a claim for Plan benefits.

11.02 Denial of a Claim. A denial of a claim for benefits from the Plan shall be made in accordance with the following provisions:

(a) Denial of a Claim. If a claim is wholly or partially denied, CBB shall furnish the Participant or Beneficiary with written notice of the denial within sixty (60) days of the date the original claim was filed. This notice of denial shall provide:

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

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

(c) Decision upon Review. CBB shall issue a decision on such review within sixty (60) days after receipt of an application for review as provided in Section 11.02(b). The decisions of CBB shall be binding on all parties.

ARTICLE XII
THE TRUST FUND AND TRUSTEE

12.01 Establishment of Trust, Trust Fund.

(a) Establishment. CBB and the Trustees hereby establish a Trust Fund for the purpose of providing certain retirement benefits to Participants and Beneficiaries under the Plan. All sums of money and all securities and other property acceptable to the Trustees and received by them to be held in trust hereunder, as evidenced by their receipts, from whatever source received, together with all investments made therewith, the proceeds thereof, and all earnings and accumulations thereon, and the part thereof from time to time remaining, shall be held and administered by the Trustees as the Trust, in accordance with the terms and provisions hereof. The Trust Fund shall constitute a single trust fund.

(b) Exclusive Purpose. Except as permitted by law and specifically provided in the Plan, and in accordance with the requirements of Code Section 403(b)(9) and any guidance issued thereunder, no part of the Trust Fund shall be used for, or diverted to, any purposes other than for the exclusive benefit of Participants and their Beneficiaries at any time prior to the satisfaction of all rights and liabilities with respect to Participants and their Beneficiaries under the Plan, either by the operation of the Plan or this Trust Agreement or by the amendment, revocation, or termination thereof.

(c) Nonalienation. No interest in the Trust Fund shall be assignable in anticipation of payment, either by voluntary or involuntary act or by operation of law, or be liable in any way for the debts or defaults of any Participant or Beneficiary, and every attempt at assignment or other disposition of any cash or property in this Trust Fund or any part thereof, except as herein authorized, shall be void. The Trustees shall not pay any money or assign any property, which may be payable or distributable to or standing to the credit of any Participant or Beneficiary, or to any assignee or creditor of such Participant or Beneficiary. The preceding will also apply to the creation, assignment or recognition of a right to any benefit payable with respect to a Participant or Beneficiary pursuant to a domestic relations order, unless such order is determined to be a qualified domestic relations order, as defined in Section 414(p)(1)(A) of the Code.

12.02 Administration of the Trust.

(a) Administration of the Trust. The Trustees shall be responsible for the administration of the Trust Fund and shall administer the Trust Fund in accordance with the Plan and the Trust Agreement insofar as such provisions are consistent with laws and regulations affecting church retirement income accounts described under Code Section 403(b)(9). CBB has delegated day-to-day Trust administration duties to the Plan Administrator.

(b) Custody of Assets. The Trustees will not hold the assets, a custodian shall hold the assets of the Trust Fund.

(c) Contributions and Transfers to Trust Fund. The Trust shall consist of (1) contributions to the Plan as shall from time to time be made to the Trustees by Employers or Participants for the purposes of the Plan, (2) such contributions to the Trust Fund as may, with the approval of CBB, be made by other than the Employers, and (3) all investments thereof and

all earnings, profits, increments, additions and appreciation thereto and thereon accruing from time to time. The Trustees shall be accountable for all contributions so received, but the Trustees shall have no duty to see that such contributions comply with the provisions of the Plan, nor shall the Trustees be obliged or have any right to enforce or collect any contribution from the Employers or to otherwise see that the funds are deposited according to the provisions of the Plan. From time to time, the assets held under the Plan may be invested under another funding arrangement(s) maintained under the Plan for the purposes of providing benefits under the Plan. CBB may from time to time direct that Plan assets held under such other funding arrangement be transferred to the Trustees to be held as part of the Trust Fund. CBB may also from time to time direct the Trustees to transfer Trust Fund assets to such other funding arrangements maintained under the Plan. CBB shall provide the Trustees with specific written instructions with respect to the contributions to or the transfer of any contributions or assets to or from the Trust Fund, including instructions as to how the contributions or assets are to be allocated or charged under the Trust Fund. For purposes of the Trust Agreement, the term “contributions” shall also include any funds delivered to the Trustees as a transfer of all or any portion of the beneficial interest of a Participant or Beneficiary under the Plan from any other funding arrangement providing for benefits under the Plan, and the term “transfers” shall include rollover contributions that are acceptable under the terms of the Plan.

(d) Payment of Benefits. Payments of benefits under the Plan shall be made from the Trust Fund by the Trustees to or on behalf of Participants and Beneficiaries under the Plan, in such manner, at such times and in such amounts as CBB may from time to time direct by written instrument. The Trustees shall be fully protected in making payments out of the Trust Fund in accordance with such written direction, and the Trustees need not inquire as to whether any Participant is entitled to any payment so directed. If any payment of benefits directed to be made from the Trust Fund is not claimed, the Trustees shall promptly notify CBB and redeposit such amount in the Trust Fund. The Trustee shall have no obligation to search for or ascertain the whereabouts of any payee or distributee from the Trust Fund.

12.03 Investment of Trust Fund.

(a) Funding Policy. CBB shall determine the funding policy for the Trust Fund, establish investment guidelines and directions in an investment policy statement as it deems appropriate, and monitor and evaluate investment policy and performance. The Trustees shall not be responsible for determining the funding policy for the Trust Fund.

(b) Appointment of Investment Managers. CBB may from time to time appoint one or more Investment Managers to manage the investment and reinvestment of any portion of the Plan assets and, with respect to such portion, to direct the Trustees with respect to effecting investment transactions and exercising such other powers as may be granted to Investment Managers by CBB. CBB shall give prompt written notice to the Trustees of any such appointment, upon which the Trustees shall rely until it receives from CBB written notice of the termination of such appointment. In each case where such an appointment is made, CBB will determine the Plan assets to be managed by the Investment Manager from time to time and will issue appropriate instructions to the Trustees with respect thereto. The Trustees shall have no duty to question any direction of the Investment Manager with respect to the portion of the Plan assets managed by such Investment Manager, to review any Plan assets held in such portion, to make suggestions with respect to the investment or reinvestment of such portion, or to evaluate the performance

of any Investment Manager, and to the extent permitted under applicable law, the Trustees shall be fully protected in acting in accordance with the directions of an Investment Manager or for failing to act in the absence of such directions.

(c) Investment Funds. The Trustees shall establish or purchase separate funds (herein sometimes referred to as "Investment Funds") in accordance with directions given by CBB or the Investment Manager, if so authorized. Each of these separate Investment Funds shall be subject to the terms of this Trust Agreement unless otherwise modified by CBB. CBB or the Investment Manager, if so authorized by CBB, will direct the Trustees regarding the current investment policy and certain specific investment decisions for each of the Investment Funds selected. The assets of any Investment Fund cannot be used to satisfy the liabilities of any other Investment Fund as determined in accordance with the provisions of the Plan.

(d) Participant Investment Direction. To the extent permitted under the Plan, the Trustees shall permit individual Participants to direct the investment of contributions into specified Investment Funds established pursuant to the provisions of Section 6.03. Neither the Trustees, CBB, any Employer, nor any other person shall be under a duty to question any such direction of a Participant, to make any suggestions or recommendations to the Participant in connection therewith, and the Trustees shall have no responsibility or liability for the making, retention or disposition of such investment other than to comply promptly with the direction of the Participant as is practical and reasonable in the particular situation presented.

(e) Investments by Trustees. Because this Trust is intended to create a directed trustee relationship between CBB and the Trustees, the Trustees have no responsibility for investing the assets of the Trust Fund except pursuant to instruction by CBB or the Participants pursuant to Section 6.03, or by an Investment Manager, if so authorized by CBB under Section 12.03(b). However, if no such instruction is given, the Trustees may invest the assets of the Trust Fund in:

- (1) common or preferred stocks, or options to purchase such stocks, bonds, debentures, notes or other evidences of indebtedness or ownership, or other securities, in any corporation, mutual investment fund, or other investment company, or business trust;
- (2) bonds or other obligations or securities issued by the United States of America or any State or governmental subdivision or instrumentality thereof;
- (3) shares in any common trust fund operated by the Trustees;
- (4) individual or group annuity contracts or any other insurance contracts;
- (5) real and personal property interests of all kinds, including leaseholds on improved and unimproved real estate, fee ownership, mortgages, and real estate investment trusts ("REITs"); and
- (6) such other property, real or personal, as the Trustees may deem advisable.

The Trustees may hold in cash, without liability for interest, such portion of the Trust Fund as is necessary to pay current expenses.

12.04 Powers and Duties of Trustees.

(a) General Powers. This Trust is intended to create a directed trustee relationship between CBB, the Plan Participants, and the Trustees. However, subject to the provisions of Sections 4.01 and 4.02, and in addition to and not in modification or limitation of all of any common law and statutory authority, the Trustees are authorized and empowered to:

(1) invest and reinvest the principal and income of the Trust Fund, and keep the same invested without distinction between principal and income;

(2) at such time and from time to time as determined by the Trustees, sell, distribute or dispose of assets of the Trust Fund; and

(3) cause any security or other property from time to time held to be registered either in their names in their fiduciary capacity, in their names in their individual capacity or in the name of the nominee, without disclosure of the existence of the Trust Fund, or they may retain them unregistered and in a form permitting transferability by delivery, but the books and records of the Trust shall at all times show that all such investments are parts of the Trust Fund;

(4) exercise voting rights pertaining to any security at any time held in the Trust Fund or otherwise consent to or request any action on the part of the issuer of any security, to give general or special proxies or powers of attorney without power of substitution and to participate in amalgamations, reorganizations, recapitalizations, consolidations, mergers, liquidations and similar transactions with respect to such securities and accept and hold any security issued in connection therewith;

(5) deposit securities in any voting trust or with any protective or like committee or with a trustee or with depositories designated thereby and may exercise any subscription rights and conversion privileges;

(6) abandon, collect and receipt for, arbitrate, compromise, compound and settle any debt or obligation, reduce the rate of interest on, or extend or otherwise modify or foreclose upon default, or otherwise enforce any such security;

(7) sell either at private sale or public auction and for cash or credit or partly for cash and partly for credit, as the Trustees may deem best, exchange, mortgage, pledge, lease, convey, transfer or dispose of and grant options with respect to any part of the Trust Fund, whether real or personal;

(8) make, execute, acknowledge and deliver any and all deeds, leases, assignments, bills of sale or other instruments with respect to any real or personal property;

(9) retain, manage, operate, repair and improve any real or personal property and to exercise generally any of the powers of an owner with respect to securities or other property held in the Trust Fund;

(10) to employ attorneys, agents, actuaries and expert assistants from time to time and delegate to such agents and expert assistances such ministerial and discretionary duties as the Trustees see fit; to rely and act upon information and advice furnished by such attorneys, agents, actuaries, expert assistants and other persons; and to delegate to such attorneys, agents, actuaries, experts or other persons any or all of the discretionary powers granted to the Trustees under the terms of this Trust. The Trustees shall not be liable for any act or omission of any such attorneys, agents, actuaries, experts or other persons, including those who have been delegate authority to exercise discretionary powers, provide that the Trustees have exercised due care in the selection of such attorneys, agents, actuaries, experts or other persons;

(11) to pay and disburse from the Trust Fund all such expenses; including, without limitation, the reasonable costs of the Trustees, the reasonable charges of their attorneys, agents, actuaries, and expert assistants, clerical and office expenses, and costs and expenses of litigation, real and personal property taxes, income and other taxes of any and all kinds whatsoever that may be assessed under existing or future laws in any jurisdiction upon or in respect to the Trust hereby created or the Trust Fund or any money, properties, or securities forming a part thereof; and

(12) in addition to the enumerated powers herein, do all other acts not prohibited by the terms of the Trust Agreement or under federal law, which in their judgment are necessary or desirable for the proper administration of the Trust Fund.

(b) Fiduciary Standards. Each fiduciary shall discharge her/his duties with respect to the Trust in accordance with the following requirements:

(1) for the exclusive purpose of providing benefits to Participants in the Plan and their Beneficiaries as required under Code Section 403(b)(9) and defraying reasonable expenses of administering the Trust,

(2) with the care, skill, prudence, and diligence under the circumstances then prevailing that a prudent person acting in a like capacity and familiar with such matters would use in the conduct of an enterprise of a like character and with like aims, and

(3) in accordance with the provisions of this Trust Agreement and the Plan.

Nothing herein shall be construed or applied to require the Trustees to diversify the investments of the Trust except to the extent specifically directed by CBB. Further, nothing herein shall be construed or applied to restrict or prohibit the Trustees from administering any Investment Fund, in accordance with the investment objectives and policies from time to time established for such Investment Fund, and the Trustees shall not be liable to CBB or any Employer, Participant or other person solely by reason of their adherence to such investment objectives and policies. To the extent permitted by law, the Trustees shall not be liable for any act of commission or omission by any other fiduciary if responsibility with respect to such act has been allocated to such other

fiduciary under the Plan or the Trust. Further, nothing herein shall be construed or applied to limit the availability of Participant investment direction as provided under the Plan.

12.05 Accounting.

(a) Accounts and Records. The Trustees shall keep accurate and detailed records and accounts of investments, receipts, disbursements, and other transactions as shall be necessary to determine the cost and fair market value of the assets of the Trust Fund.

(b) Trust Fund Statements. On an annual basis, the Trustees shall file with CBB a report showing receipts and disbursements and other transactions during each calendar year or other period. The statements and reports shall be in the form agreed to by the Trustees and CBB. CBB and the Trustees shall establish such guidelines and procedures as they may deem necessary for the preparation, content and review of any account or statement of the Trustees, including procedures relating to the settlement of objections and the final approval of such accountings or statements. Notwithstanding the preceding provisions of this Section 12.05, so long as the Trustees are members of CBB, the requirement of the provision of a trust fund statement shall be deemed to be satisfied through the Plan recordkeeping reports from time to time provided to CBB.

(c) Inspection of Records. The results of the annual report of the Trust Fund shall at all reasonable times be open to inspection by any person designated by CBB or an Employer.

12.06 Appointment and Change in Trustees.

(a) Appointment of Trustees. CBB shall appoint the Trustees of this Trust.

(b) Resignation. If any Trustee of this Trust resigns from his position as Trustee, CBB shall appoint a new Trustee of this Trust.

(c) Removal. A Trustee of this Trust may be removed by CBB.

(d) Successor. In the event a Trustee ceases to serve as a Trustee hereunder, for any reason, CBB shall appoint and designate a successor trustee. If no appointment of a successor is made within a reasonable time after resignation or removal of all Trustees, any court of competent jurisdiction may appoint a successor, after such notice to the resigning or removed Trustee or Trustees as a court may deem proper and suitable. The resigning or removed Trustee or Trustees shall be furnished with written notice from CBB of the appointment of the successor, and shall also be furnished with written evidence of the successor's acceptance of the trusteeship. Only upon the furnishing of such written notice and evidence shall the resigning or removed Trustee or Trustees cease to be Trustees.

(e) Duties on Succession. No predecessor Trustee shall have any right, title, or interest in the Trust Fund except as hereinafter provided in the case of the replacement of all Trustees. If all Trustees are being replaced, such Trustees shall, upon the appointment and acceptance of a successor Trustee, transfer and deliver the assets of the Trust to the successor, after reserving such reasonable amount as such Trustees shall deem necessary to provide for fees and expenses and any sums chargeable against the Trust Fund for which such Trustees may have

responsibility. Any predecessor Trustee shall do all acts necessary to vest title of record in the successor Trustee.

Every successor Trustee accepting a trusteeship under this Trust Agreement after signing appropriate documents showing such acceptance shall have all the rights, powers, duties, discretions, immunities and limitations of the predecessor Trustee hereunder. No person or entity becoming a Trustee hereunder shall be in any way liable or responsible for anything done or omitted to be done by any Trustee prior to such person's or entity's acceptance of the trusteeship, nor shall such person or entity have any duty to examine the administration of the Trust prior to such acceptance.

12.07 Miscellaneous.

(a) Direction and Instructions. All directions and instructions to the Trustees from CBB or an Investment Manager appointed by CBB shall be in writing; provided that the Trustees may, in their discretion, accept oral directions subject to confirmation in writing, and the Trustees shall be fully protected in acting in accordance with such directions and instructions or for failing to act in absence thereof, unless the Trustees know or should know that such directions are not made in accordance with the terms of the Trust Agreement or would be a violation of the provisions of any applicable law. CBB shall certify to the Trustees the names and specimen signatures of those individuals who are authorized to provide directions or instructions to the Trustees, and CBB shall identify the scope of the directions and instructions such individuals are authorized to provide the Trustees. Written directions to the Trustees from an Investment Manager shall be signed by an officer (or partner) of the Investment Manager or by a person specifically designated to act for the Investment Manager by an officer (or partner) thereof. Notwithstanding the preceding provisions of this Section 12.07, so long as the Trustees serving hereunder are members of CBB, written direction shall not be required.

(b) Bonding. The Trustees shall not be required to maintain any bond.

(c) Compensation and Expenses of the Trustees. The Trustees shall not be entitled to compensation for services rendered hereunder. The Trustees shall be entitled to receive payment of reasonable expenses incurred in and about the administration of the Trust Fund. Such Trustee and other administrative expenses shall be paid from the assets of the Plan, to the extent not paid by CBB or any Employer. No cost or expense incurred by the Trustees in the defense of a suit against the Trustees for breach of a fiduciary duty may be charged against the Trust Fund. Any such expenses shall be borne by the Trustees.

(d) Indemnification of Trustees. CBB shall, to the extent permitted by law, indemnify and hold harmless the Trustees from any and all expenses and liabilities that the Trustees may incur as a result of their administration of the Trust Fund, unless arising from a Trustee's own negligence, misconduct or breach of the Trustee's fiduciary duties and responsibilities in administering the Trust Fund.

(e) Distribution on Termination. Upon termination of the Trust Fund, CBB shall direct the Trustees as to the manner and form of the distribution of the Trust Fund assets. If at the time of the termination of the Trust Fund, the Plan is to continue in existence, CBB shall direct the Trustees as to the transfer of the Trust Fund assets to another trust fund or other funding

arrangement maintained pursuant to the Plan to provide benefits under the Plan. If the Plan is terminated at the time of the termination of the Trust Fund, CBB shall direct the Trustees as to the distribution of the Trust Fund assets to pay benefits to Participants and Beneficiaries under the Plan, either as to direct payments from the Trust Fund or through a transfer to another funding arrangement maintained pursuant to the Plan to provide for such benefits. Following the termination of the Plan and Trust Fund, any assets that remain after payments, allocations or transfers to satisfy all benefit liabilities to Participants and Beneficiaries under the Plan shall be returned to the Employers or CBB, as directed by CBB.

ARTICLE XIII
AMENDMENT AND TERMINATION

13.01 Right to Amend. CBB may amend the Plan document at any time. No modification or amendment shall make it possible for assets of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries. No amendment to the Plan shall be adopted if it would operate either directly or indirectly to reduce the value of a Participant's nonforfeitable interest in the amounts in his or her Account as of the time of the amendment. Employers shall be periodically notified of amendments made to the Plan.

The CBB president shall have the right to approve Plan amendments required by law. Amendments approved by the president shall be reported to the CBB board of directors on a periodic basis. The CBB board of directors shall approve all other amendments to the Plan.

13.02 Right to Terminate the Plan.

(a) CBB may terminate the Plan at any time. Employers shall be notified of any Plan termination.

(b) In accordance with rules and procedures from time to time established by the Plan Administrator, an Employer may terminate participation in this Plan upon ceasing all future contributions to this Plan and providing 60 days written notice to the Plan Administrator. The Employer can request that amounts maintained in the Accounts of affected Participants be transferred to another plan of the Employer in a plan to plan transfer described in Section 8.09(b) of this Plan. Otherwise, such Accounts shall remain to be used by the Trustee to pay benefits to or on behalf of such affected Participants in accordance with applicable provisions of the Plan.

13.03 Distribution upon Termination of the Plan. In the event of termination of the Plan pursuant to Section 13.02, the following provisions shall apply:

(a) With respect to amounts invested in the Plan, CBB, in its sole discretion, shall have the authority to distribute amounts maintained in Participant Accounts in the form of a single lump sum payment.

(b) If an Employer terminates its participation in this Plan, the Employer is prohibited from making contributions to an alternative section 403(b) contract that is not part of the Plan beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted in the applicable Treasury Regulations.

**ARTICLE XIV
MISCELLANEOUS PROVISIONS**

14.01 Exclusive Benefit Rule. The Plan is intended to be a retirement income account Plan that satisfies the requirements of Code section 403(b)(9) and any Treasury Regulations thereunder. Subject to the provisions in Section 14.02 and Code section 414(p) relating to qualified domestic relations orders, all property and funds of the Plan, along with any earnings (or losses) thereon from investments, will be retained for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to an Employer. No person will have any interest in, or right to assets in this Plan, except as specifically provided for in this Plan.

14.02 Domestic Relations Orders and Qualified Domestic Relations Orders. If a judgment, decree, or order (including approval of a property settlement agreement) that relates to the provision of child support, alimony payments, or the marital property rights of a spouse or former spouse, child, or other dependent of a Participant is made pursuant to the domestic relations law of any state ("domestic relations order"), then the amount of the Participant's Account awarded to an alternate payee (within the meaning of Code section 414(p)(8)) shall be paid only if such domestic relations order is determined by the Plan Administrator to be a qualified domestic relations order as defined in Code section 414(p).

14.03 Responsibilities of Parties. CBB and Employers shall be responsible for the administration and management of the Plan. The Trustee shall have responsibility for the management and control of the assets of the Plan.

14.04 Fees and Expenses. The Trustee is authorized to deduct from the Plan's funds, contributions, and/or earnings thereon, the expenses and fees necessary or appropriate to the administration of the Plan, including but not limited to, expenses and fees attributable to each Participant's Account. The Trustee shall have complete discretion to allocate expenses of administration to individual accounts on any basis established by the Trustee and uniformly applied to all Accounts.

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

14.06 Unclaimed Benefits. If any benefits under the Plan that are payable to, or on behalf of, a Participant are not claimed within three (3) years from the date of entitlement, and if the Participant cannot be located at his or her last provided mailing address, such Participant's Account Balance held in the Plan may be escheated to the state of residence on file or may be paid in a lump sum or rolled to an eligible retirement plan, as determined by CBB, or as described in Section 2.04 of this Plan.

14.07 Nonalienation of Benefits. Except as provided under Section 14.02, benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary prior to actually being received by the person entitled to the benefits under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The amounts from time to time contributed to the Plan hereunder shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

14.08 Facility of Payment. Whenever, in the Plan Administrator's opinion, based on such medical evidence as may be required by CBB, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Plan Administrator may, to the extent permitted by law, and in its sole and complete discretion, make payments directly to the person, to the person's legal representative, or to a relative or friend of the person to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Plan Administrator deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 14.08 shall completely discharge the obligation for making such payment under the Plan.

14.09 Military Service. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and service credit with respect to qualified military service will be provided in accordance with section 414(u) of the Code. In addition, in the case of a Participant's death occurring on or after January 1, 2007, if the Participant dies while performing qualified military service (as defined by section 414(u) of the Code), the survivors of the Participant 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 and then terminated employment on account of death.

14.10 IRS Levy. Notwithstanding Section 14.07, the Plan Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Plan 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.

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

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

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

14.14 Interpretation.

(a) Savings Clause. Each provision hereof shall be independent of each other provision hereof, and, if any provision of this Plan proves to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and no part of this Plan; but such invalidation of any such provision shall not otherwise impair or affect this Plan or any of the provisions or terms thereof.

(b) Use of Terms. Any words herein used in the masculine shall be read and be construed in the feminine where they would so apply. Words in the singular shall be read and construed as though used in the plural in all cases where they would so apply.

(c) Headings Not Part of Agreement. Headings of sections and subsections of the Plan are inserted for convenience of reference. They shall not constitute part of the Plan and are not to be considered in the construction thereof.

ARTICLE XV
NONDISCRIMINATION REQUIREMENTS FOR NON-QCCOs

Notwithstanding any provisions of the Plan to the contrary, the provisions of this Article XIII shall only apply to (i) Non-QCCOs, (ii) self-employed ministers described in Code section 414(e)(5)(A)(i)(I), and (iii) ministers described in Code section 414(e)(5)(A)(i)(II) serving outside of the Church in exercise of ministry ("Affected Participants").

15.01 Nondiscrimination Requirements.

(a) Basic Requirements. Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of an Affected Participant must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

(b) Employee Elective Deferral Contributions. The Plan shall provide notice to Affected Participants of their right to defer no later than 30 days after commencement of employment and shall allow Affected Participants to make an election up to 30 days after notice is provided. The Affected Participant's election will be effective as soon as administratively practicable after receipt. To the extent required by applicable law and at least once during each Plan Year, the Employer must provide each Affected Participant with notice of the Employee's effective opportunity to enter into a Salary Reduction Agreement with the Employer.

15.02 Limitations on Matching Contributions.

(a) Current Year Testing. The Actual Contribution Percentage (ACP) for a Plan Year for each Plan Year and the ACP for Affected Participants who are Non-Highly Compensated Employees for the Plan Year must satisfy one of the following tests:

(1) 1.25 test. The ACP for a Plan Year for Affected Participants who are Highly Compensated Employees shall not exceed the ACP for Affected Participants who are Non-Highly Compensated Employees during that year, multiplied by 1.25; or

(2) 2 percent test. The ACP for a Plan Year for Affected Participants who are Highly Compensated Employees for the Plan Year shall not exceed the ACP for Affected Participants who are Non-Highly Compensated Employees for that Plan Year multiplied by two, provided that the ACP for Affected Participants in who are Highly Compensated Employees does not exceed the ACP for Affected Participants who are Non-Highly Compensated Employees in the Plan Year by more than two percentage points.

(b) Special Rules.

(1) An Affected Participant is a Highly Compensated Employee for a particular Plan Year if he or she meets the definition of Highly Compensated Employee in effect for that Plan Year. Similarly, an Affected 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.

(2) For purposes of this section, the Contribution Percentage for any Affected Participant who is an 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 section 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 an 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).

(3) 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 ten percent (10%) of the Employer's Non-Highly Compensated Employees are involved in a plan coverage change as defined in section 1.401(m)-2(c)(4) of the Treasury Regulations, then any adjustments to the Non-Highly Compensated Employees' ACP for the prior year will be made in accordance with such Regulations. Plans may be aggregated in order to satisfy Code section 401(m) only if they have the same Plan Year and use the same ACP testing method.

(4) For purposes of the ACP test, Matching Contributions and Qualified Nonelective 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.

(c) Distribution of Excess Aggregate Contributions.

(1) Notwithstanding any other provisions in the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than twelve months after a Plan Year to Affected 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 two and one half (2½) months after the last day of the Plan Year in which such excess amounts arose, a ten percent (10%) excise tax will be imposed on the Employer maintaining the Plan with respect to those amounts. Excess Aggregate Contributions will be treated as Annual Additions (as defined in Section 7.01(a)) under the Plan even if distributed.

(2) 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 Affected Participant is the income or loss allocable to the Affected Participant's Employer Matching Contributions Account, and, if applicable,

Qualified Nonelective Contribution account for the Plan Year multiplied by a fraction, the numerator of which is such Affected Participant's Excess Aggregate Contributions for the year and the denominator is the Affected Participant's Accumulated Benefit(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.

(3) Accounting for Excess Aggregate Contributions. Excess Aggregate Contributions allocated to an Affected Participant shall be distributed on a pro-rata basis from the Affected Participant's Employer Matching Contributions Account and, if applicable, the Affected Participant's Qualified Nonelective Contribution account.

(d) Qualified Nonelective Contributions.

(1) If allowed by the Plan Administrator, the Employer may make Qualified Nonelective Contributions under the Plan on behalf of Employees.

(2) In addition, in lieu of distributing Excess Aggregate Contributions, and to the extent allowed by the Plan Administrator, the Employer may make Qualified Nonelective Contributions on behalf of Affected Participants that are sufficient to satisfy the ACP Test.

(3) Qualified Nonelective Contributions will be allocated to Affected Participants who are Non-Highly Compensated Employees, in the ratio which each such Affected Participant's Compensation for the Plan Year bears to the total Compensation of all such Affected Participants for such Plan Year.

(e) Definitions. For purposes of this Article XV, the following definitions shall apply:

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

(2) "Compensation" has the same meaning as defined in Section 7.04(d)(1), subject to the limit imposed by section 401(a)(17)(B) of the Code.

(3) "Contribution Percentage" means the ratio (expressed as a percentage) of the Affected Participant's Contribution Percentage Amounts to the Affected Participant's Compensation for the Plan Year.

(4) "Contribution Percentage Amounts" means the sum of Matching Contributions made under the Plan on behalf of the Affected Participant for the Plan Year. Pursuant to election procedures approved by the Plan Administrator, the Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.

(5) "Eligible Affected Participant" means any Affected Participant who is otherwise authorized under the terms of the Plan to receive a Matching Contribution.

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

(A) 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

(B) 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).

(C) Such determination shall be made after first determining Excess Elective Deferrals as provided in Section 7.02(d).


(7) “Highly Compensated Employee” means any Employee who, during the calendar year immediately preceding the Plan Year received Compensation from the Employer in excess of \$135,000 (as adjusted by the Secretary of the Treasury for cost of living increases after 2022, in accordance with Code section 414(q)). For purposes of this definition, the applicable year of the Plan for which a determination is made is called the look-back year. The determination of a Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with section 1.414(q)-1T, A-1 of the Treasury Regulations and IRS Notice 97-45. For purposes of this section, the term “Employer” means the employer that is contributing to the Plan and any employer required to be aggregated with that employer under Code sections 414(b) and (c) (taking into account Code sections 415(h), (m) and (o) and section 1.414(c)-5 of the Treasury Regulations).

(8) “Non-Highly Compensated Employee” means any Employee who is not a Highly Compensated Employee. “Matching Contribution” means an Employer contribution made to this Plan on behalf of an Affected Participant on account of an Affected Participant’s Elective Deferral under a plan maintained by the Employer.

(9) “Qualified Nonelective Contributions” means contributions (other than Matching Contributions) made by the Employer and allocated to Affected Participants’ Accounts that the Affected Participants may not elect to receive in cash until distributed from the Plan, that are nonforfeitable when made, and that are distributable only in accordance with the distribution provisions (other than for hardships) applicable to Elective Deferrals.

Executed as of the date below, and effective as of the date provided in Section 1.02.

THE CHURCH BENEFITS BOARD, INC.

By: 

Its: PRESIDENT

Date: SEPTEMBER 20, 2022