

CHURCHES OF GOD

403(b)(9) CONTRIBUTORY RESERVE PENSION PLAN

**CHURCHES OF GOD
403(b)(9) CONTRIBUTORY RESERVE PENSION PLAN**

TABLE OF CONTENTS

	<u>Page</u>
ARTICLE I	
INTRODUCTION.....	1
1.01 Establishment of Plan	1
1.02 Eligible Employer’s Adoption of Plan.....	1
ARTICLE II	
DEFINITIONS	2
2.01 Account	2
2.02 Administrative Council.....	2
2.03 Annuity Benefit.....	2
2.04 Beneficiary	3
2.05 Board.....	3
2.06 Church.....	3
2.07 Code	3
2.08 Compensation	3
2.09 Custodian	3
2.10 Elective Deferrals.....	3
2.11 Eligible Employer	3
2.12 Employee	3
2.13 Employer Contributions.....	3
2.14 Investment Option.....	4
2.15 Minister	4
2.16 Member	4
2.17 Operating Fund	4
2.18 Plan	4
2.19 Plan Year.....	4
2.20 Reserve Fund	4
2.21 Retirement.....	4
2.22 Rollover Contributions.....	4
2.23 Roth Contributions.....	4
2.24 Roth Rollover Contributions.....	4
2.25 Salary Reduction Agreement	4
2.26 Salary Reduction Contributions.....	5
2.27 Sponsoring Conference.....	5
2.28 Spouse	5
2.29 Surviving Spouse	5
2.30 Transfer Contributions	5
ARTICLE III	
ELIGIBILITY AND PARTICIPATION	
3.01 Eligibility	5

3.02	Participation	6
ARTICLE IV	CONTRIBUTIONS.....	6
4.01	Salary Reduction Contributions.....	6
4.02	Employer Contributions.....	6
4.03	Recommended Minimum Contributions.....	6
4.04	Rollover Contributions.....	7
4.05	Transfer Contributions.....	7
4.06	Roth Contributions.....	8
4.07	Vesting.....	8
ARTICLE V	INVESTMENTS	8
5.01	Investment Options	8
5.02	Investment of Contributions	8
5.03	Investment Transfers.....	8
5.04	Processing Investment Choices Subject to Rules, Regulations and Procedures of Board	9
5.05	Investment Education.....	9
5.06	Risk of Loss	9
5.07	Statement on Account.....	9
ARTICLE VI	LIMITATIONS ON CONTRIBUTIONS.....	9
6.01	Maximum Contributions.....	9
6.02	Limits on Elective Deferrals	11
6.03	Distribution of Excess Contributions.....	12
6.04	Protection of Persons Who Serve in Uniformed Service.....	13
6.05	Return of Contributions	13
ARTICLE VII	PAYMENTS OF BENEFITS TO MEMBERS	14
7.01	Retirement Benefits	14
7.02	Disability Benefits	14
7.03	Pre-Retirement Termination Benefits	15
7.04	Pre-Retirement Death Benefits	15
7.05	Time for Benefit Payments	15
7.06	Cash-Out of Small Accounts	15
7.07	Hardship Withdrawals	15
7.08	Direct Rollovers	17
7.09	Limitation on Distribution of Elective Deferrals	18
7.10	Transfer to Another 403(b) Account.....	19
7.11	Designation of Housing Allowance.....	19
ARTICLE VIII	FORMS OF BENEFIT PAYMENT	19
8.01	Reserve Fund	19
8.02	Forms of Payment.....	19
8.03	Death Prior to Distribution of Account.....	20
8.04	Required Beginning Date.....	20

8.05	Minimum Distribution Requirements	20
8.06	Trusts As Designated Beneficiaries	23
ARTICLE IX	PLAN ADMINISTRATION	24
9.01	Plan Administrator	24
9.02	Powers and Duties of the Board.....	24
9.03	Rules and Decisions	25
9.04	Application and Forms for Pension	25
ARTICLE X	CLAIMS PROCEDURE	25
10.01	Filing of Claim.....	25
10.02	Denial of a Claim	25
10.03	Review of Denial	26
10.04	Decision upon Review	26
ARTICLE XI	AMENDMENT AND TERMINATION	27
11.01	Right to Amend.....	27
11.02	Right to Terminate	27
11.03	Cessation of Participation	27
11.04	Distribution upon Termination	27
ARTICLE XII	MISCELLANEOUS PROVISIONS.....	28
12.01	Prohibition Against Diversion	28
12.02	Responsibilities of Parties.....	28
12.03	Fees and Expenses	28
12.04	Notification of Mailing Address	28
12.05	Unclaimed Benefits.....	28
12.06	Nonalienation of Benefits	28
12.07	Facility of Payment	29
12.08	Governing Law	29
12.09	Headings Not Part of Agreement.....	29
12.10	Limitations on Liability	29
12.11	Nonguarantee of Employment.....	29
12.12	Exclusions and Separability.....	29
12.13	Military Service	30

**CHURCHES OF GOD
403(B)(9) CONTRIBUTORY RESERVE PENSION PLAN**

ARTICLE I

INTRODUCTION

1.01 Establishment of Plan.

The Churches of God, General Conference established the Board of Pensions, effective June 1971, in order to provide retirement security to its participating pastors and other eligible church workers. Effective on that same date, the Board of Pensions established a retirement plan (the “Plan”) in order to implement this intent of the Church. The provisions of this Plan are and shall at all times be kept in harmony with the Constitution and By Laws of the Church. The Plan is hereby amended and restated effective January 1, 2013.

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

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

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

1.02 Eligible Employer’s Adoption of Plan. This Plan is intended to be used by Eligible Employers to establish a Code section 403(b)(9) retirement income account program. Each participating Eligible Employer establishes this Plan for the exclusive benefit of and in order to provide retirement income security to its Employees. Each Eligible Employer, by adopting this

Plan, shall establish a separate Code section 403(b)(9) plan, independent from the plan of any other Eligible Employer. Collectively, the Plan is comprised of this document and such other list(s), policies or procedures, or written document(s), which, when properly executed or otherwise put into effect, are hereby incorporated by reference and made a part of the Plan as may be necessary or required by law.

ARTICLE II

DEFINITIONS

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

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

(a) A Salary Reduction Contributions Account which includes any Salary Reduction Contributions made pursuant to Section 4.01 and any earnings thereon.

(b) An Employer Contributions Account which includes any Employer Contributions made pursuant to Section 4.02 and any earnings thereon.

(c) A Rollover Contributions Account which includes any Rollover Contributions made pursuant to Section 4.04 and any earnings thereon.

(d) A Transfer Contributions Account which includes any Transfer Contributions made pursuant to Section 4.05 and any earnings thereon.

(e) A Roth Contributions Account which includes any Roth Contributions made pursuant to Section 4.06 and any earnings thereon.

(f) A Roth Rollover Contributions Account which includes any Roth Rollover Contributions made pursuant to Section 4.04(b) and any earnings thereon.

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

2.02 Administrative Council. The term “Administrative Council” shall mean the Administrative Council of the Churches of God, General Conference.

2.03 Annuity Benefit. The term “Annuity Benefit” shall mean the fixed benefit provided from the Retirement Reserve Fund for a retired Member or Surviving Spouse (or Beneficiary).

2.04 Beneficiary. The term “Beneficiary” shall mean the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Member pursuant to, and in accordance with, the rules and procedures established by the Board. The Member’s Spouse shall be the primary beneficiary unless such Spouse waives that right in writing. When a Member designates more than one Beneficiary, such designation shall, unless otherwise specified, be conclusively presumed to be in the alternative, in the order named, and payment by the Board to the first named entitled Beneficiary shall completely discharge the Plan’s obligation hereunder. Members shall have the right to change, delete from or add to their designated Beneficiaries at any time; provided, however, that any such change, deletion or addition shall become effective only when the written designation thereof is received by the Board.

2.05 Board. The term “Board” shall mean the Board of Pensions of the Churches of God.

2.06 Church. The term “Church” shall mean the Churches of God, General Conference.

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

2.08 Compensation. The term “Compensation” shall mean the total amount of base salary, wages or other payments paid to Member by the Eligible Employer for personal services rendered, including (a) the fair rental value of a parsonage and estimated housing expenses, or (b) the actual value of a housing allowance. The term “Compensation” shall not include reimbursement for direct expenses or other non-taxable allowances. In the case of a self-employed Minister, “Compensation” shall mean such Minister’s net earnings from self-employment.

2.09 Custodian. The term “Custodian” shall mean the service provider employed by the Board to manage one or more of the Investment Options offered to Members.

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

2.11 Eligible Employer. The term “Eligible Employer” shall mean any Congregation of the Churches of God, any other agency, organization or institution of the Church. In addition, subject to the approval of the Board, the term “Eligible Employer” shall also include an organization unrelated to the Church to the extent that a Minister provides services to such other organization in connection with the exercise of his ministry.

2.12 Employee. The term “Employee” shall mean any person who is employed by an Eligible Employer.

2.13 Employer Contributions. The term “Employer Contributions” shall mean those contributions paid by the Eligible Employer to the Plan pursuant to Section 4.02.

2.14 Investment Option. The term “Investment Option” shall mean any investment fund selected by the Board for the investment of Plan assets. The Board shall have the discretion to select and eliminate such funds as it shall deem appropriate.

2.15 Minister. The term “Minister” shall mean a certified, licensed, ordained, or specially credentialed minister of the Church who provides services to an Eligible Employer or who is a self-employed minister described in Code section 414(e)(5)(A)(i)(I).

2.16 Member. The term “Member” shall mean an Employee who has satisfied the requirements for participation under Article III and has been enrolled in the Plan. A Member shall continue to be a Member until all Plan benefits payable on his behalf have been paid.

2.17 Operating Fund. The term “Operating Fund” shall mean the fund from which the Plan’s operating expenses are paid.

2.18 Plan. The term “Plan” shall mean the Churches of God Contributory Reserve Pension Plan as set forth herein and as from time to time amended. However, as described in, each Eligible Employer adopts this Plan as a separate plan, independent from the plan of any other Eligible Employer. All section references within the Plan are to sections of this Plan unless the context clearly indicates otherwise.

2.19 Plan Year. The term “Plan Year” shall mean the calendar year.

2.20 Reserve Fund. The term “Reserve Fund” shall mean the separate fund managed by the Board from which annuity benefits are paid.

2.21 Retirement. The term “Retirement” shall mean the Member’s termination of employment from active service with all Eligible Employers for reason other than death after a Member has attained age 62. Notwithstanding the foregoing, a Minister is not considered to be Retired unless his Sponsoring Conference provides a certification of retirement.

2.22 Rollover Contributions. The term “Rollover Contributions” shall mean the direct transfer of an eligible rollover distribution to the Plan pursuant to Section 4.03, not including any Roth Rollover Contributions.

2.23 Roth Contributions. The term “Roth Contributions” shall mean those voluntary salary deferrals designated by the Member as Roth Contributions in accordance with the provisions of Section 4.06.

2.24 Roth Rollover Contributions. The term “Roth Rollover Contributions” shall mean the amount of Roth elective deferrals, within the meaning of Code section 402A, which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.04(b).

2.25 Salary Reduction Agreement. The term “Salary Reduction Agreement” shall mean a written, legally binding agreement between an Employee or Minister and the Eligible Employer, made in accordance with the requirements of Section 4.01. The effective date of a Salary Reduction Agreement must be on or after the first day of the month following the first day of employment for such Employee or Minister.

2.26 Salary Reduction Contributions. The term “Salary Reduction Contributions” shall mean those voluntary salary deferrals paid by the Eligible Employer to the Plan at the election of a Member pursuant to Section 4.01.

2.27 Sponsoring Conference. The term “Sponsoring Conference” shall mean the employer or judicatory of the Church providing credentials for a minister.

2.28 Spouse. The term “Spouse” shall mean the person of the opposite sex to whom the Member is married at the relevant time by a religious or civil ceremony effective under the laws of the state in which the marriage was contracted.

2.29 Surviving Spouse. The term “Surviving Spouse” shall mean the person of the opposite sex who is legally married to a Member on the date that the Member’s benefit payments under the Plan commence and who survives the death of the Member.

2.30 Transfer Contributions. The term “Transfer Contributions” shall mean those amounts contributed to the Plan pursuant to Section 4.05.

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.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.01 Eligibility.

(a) Subject to the provisions of Section 3.01(c), the following employees shall be eligible for membership in the Plan immediately upon their date of hire by an Eligible Employer.

(1) Ministers.

(2) Commissioned home or foreign missionaries of the Church.

(3) Administrative employees of the General Conference, local conference staff and lay employees working for an Eligible Employer.

(b) Subject to the approval of the Administrative Council, the Board may declare other persons or groups of persons to be eligible to participate in the Plan.

(c) Each Eligible Employer shall determine which of its Employees or Ministers are eligible to participate in the Plan. The Eligible Employer’s eligibility conditions and enrollment requirements shall be set forth in written policies, procedures or other documents and are hereby incorporated by reference and made part of the Plan.

3.02 Participation. An Employee or Minister who meets the eligibility requirements in Section 3.01 shall become a Member in the Plan by submitting to the Board an enrollment form and Beneficiary designation form, or any other form required by the Board for such purpose.

ARTICLE IV

CONTRIBUTIONS

4.01 Salary Reduction Contributions.

(a) Subject to the limitations in Article VI, an Employee or Minister who meets the eligibility requirements of Section 3.01 may elect to defer a specified dollar amount or a percentage of his Compensation which would have been received in the Plan Year except for the deferral election. Such contributions shall also include any additional elective contribution amounts made by a Member who is age 50 or older in accordance with the requirements of Code section 414(v). The Eligible Employer shall forward such Salary Reduction Contributions within a period that is no longer than is reasonable for the proper administration of the Plan. All such contributions shall be credited to the Member's Salary Reduction Contributions Account and shall be fully vested at all times and shall not be subject to forfeiture for any reason.

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

4.02 Employer Contributions. An Eligible Employer may make Employer Contributions to the Plan on behalf of a Employee or Minister who is eligible to receive such contributions pursuant to Section 3.01 in such amount as the Eligible Employer may from time to time determine. The Eligible Employer shall establish the amount of any Employer Contributions in written policies, procedures or other documents, which are hereby incorporated by reference and made part of the Plan.

All such contributions shall be paid directly to the Plan by the Eligible Employer. Employer Contributions shall be forwarded to the Plan at such time as the Plan Administrator shall require, but in no event later than is reasonable for the proper administration of the Plan. All such contributions shall be credited to the Member's Employer Contributions Account. All such Employer Contributions shall be fully vested when made.

4.03 Recommended Minimum Contributions. The recommended minimum contribution to this Plan shall be a total contribution (including both Employer Contributions and Elective Deferrals) equal to twelve percent (12%) of such Member's Compensation.

4.04 Rollover Contributions.

(a) A Member may, in accordance with procedures established by the Board and subject to any limitations imposed under the Code, roll over all or part of any 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 Member, or such later date as may be permitted under the Code. For purposes of this Section 4.04, an “eligible retirement plan” includes:

- (1) A Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account;
- (2) An individual retirement account or annuity described in Code section 408(a) or 408(b);
- (3) A qualified trust described in Code section 401(a);
- (4) An annuity plan described in Code section 403(a); and
- (5) An eligible deferred compensation plan described in 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.

(b) Notwithstanding the provisions of Section 4.04(a), any amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be accepted by the Board as a Rollover Contribution only if such amounts are paid over to the Plan as a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c).

(c) To effect a Rollover Contribution, the Member shall complete such forms and provide such information to the Board as the Board deems necessary to ensure that all applicable conditions of the Code are satisfied. All contributions made pursuant to Section 4.04(a) shall be credited to the Member’s Rollover Contributions Account. All contributions made pursuant to Section 4.04(b) shall be credited to the Member’s Roth Rollover Contributions Account. The balance in a Member’s Rollover Contributions Account and Roth Rollover Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.05 Transfer Contributions. Subject to the approval of the Board, amounts may be transferred to the Plan on behalf of a Member (with respect to amounts attributable to the Member) directly from a Code section 403(b)(1) annuity contract, a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account. To effect a Transfer Contribution, the Member shall complete such forms and provide such information to the Plan Administrator as the Board deems necessary to ensure that the applicable conditions of the Code are satisfied. Any such transfer must be made in accordance the requirements of Treasury Regulation section 1.403(b)-10(b)(3), and with rules and procedures established by the Plan Administrator including, without limitation, the establishment of minimum amounts for such transfers. All amounts transferred to the Plan pursuant to this Section 4.05, other than automatic transfers described in Section 7.10(a), shall be credited to the Member’s Transfer Contributions Account. Automatic

Transfers made pursuant to Section 7.10(a) will be allocated to the same contributions accounts from which they were transferred. The balance in a Member's Transfer Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

4.06 Roth Contributions. An Employee or Minister who meets the eligibility requirements of Section 3.01 may elect to defer a specified dollar amount or percentage of his Compensation as a Roth Contribution. Such elective deferrals must be designated irrevocably as Roth Contributions in a Salary Reduction Agreement that satisfies the requirements of Section 4.01(b) and shall be treated by the Eligible Employer as includible in the Employee's income at the time such Employee or Minister would have received the amount in case had he not executed such Salary Reduction Agreement. Such amount may also include any contributions made by a Member who is age 50 or older in accordance with the requirements of Code section 414(v). The Eligible Employer shall forward such Roth Contributions to within a period that is no longer than is reasonable for the proper administration of the Plan. All such deferrals shall be credited to the Member's Roth Contributions Account. The balance in each Member's Roth Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason. Roth Contributions shall be subject to the requirements of Code section 402A and shall further be subject to any regulatory guidance issued by the Internal Revenue Service with respect to Code section 402A.

4.07 Vesting. All contributions made to a Member's Account will be 100% vested and nonforfeitable at all times.

ARTICLE V

INVESTMENTS

5.01 Investment Options. Each Member Account shall be invested in Investment Options selected by the Board in its sole discretion. The Board may periodically add or eliminate Investment Options.

5.02 Investment of Contributions. Each Member shall specify in his Salary Reduction Agreement, or in any other form as may be provided by the Board, the manner in which any contributions made by to the Plan on his behalf are to be invested. A Member may change the manner in which contributions are to be invested by submission of proper written or voice instructions. If a Participant fails to designate an Investment Fund or Funds as authorized above, the Board shall invest such Participant's contributions in the Plan's default Investment Option, as selected by the Board in their sole discretion.

5.03 Investment Transfers. With respect to the balance in a Member's Account, each Member may elect to have such Account balance transferred to any one or more other Investment Option(s), or change the manner in which such Account balance is allocated among the Investment Options. A Member shall be entitled to elect a transfer pursuant to this Section 5.03. Any such transfer shall become effective as of any month end, or at any other time as may be established by the Board.

5.04 Processing Investment Choices Subject to Rules, Regulations and Procedures of Board. The processing of investment choices shall be subject to any rules, regulations or procedures which the Board, in its sole discretion, considers necessary or convenient for the efficient administration of the Plan. The Board may authorize alternative methods for making changes in investment elections, including electronic or telephonic communications. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Members.

5.05 Investment Education. The Board may provide Members with a risk assessment guide or such other investment education materials as it deems appropriate to help guide the Member in selecting Investment Options. Such materials are intended only for investment education and are not intended as investment recommendations or advice.

5.06 Risk of Loss. Participation in the Plan is entirely voluntary, and each Member assumes all investment risks connected with the Investment Options held for his Plan Account. No representative of the Board or any Eligible Employer is authorized to make any recommendation or provide any advice to any Member concerning which Investment Options available under the Plan best suit the Member's particular circumstances.

5.07 Statement of Account. A statement of each Member's Account shall be made available no less often than quarterly. Such statement shall show the part thereof which represents the Member's contributions, and any earnings thereon, and the part derived from all other sources. In lieu of printed statements, the Board, in its discretion, may make statements required under this Section 5.07 available in electronic format, or by other alternative methods of dissemination.

ARTICLE VI

LIMITATIONS ON CONTRIBUTIONS

6.01 Maximum Contributions.

(a) Except as provided in subsection 6.01(b) below, the contributions for any Plan Year on behalf of a Member (not including any additional elective contributions described under Code section 414(v) or any contributions made pursuant to Section 4.04 and 4.05) shall not exceed the Member's Defined Contribution Limit. A Member's Defined Contribution Limit for any Plan Year shall be an amount equal to the lesser of:

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

(2) The applicable dollar amount under Code section 415(c)(1)(A) (\$50,000 in 2012), as adjusted under Code section 415(d)(1)(B).

(b) The Member's Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.01(a) if contributions on behalf of the Member 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 Member which may be taken into account for purposes of this subsection (b) for all years may not exceed \$40,000.

(c) In the case of Member described in Code section 415(c)(7)(B), who is performing services outside the United States, the Defined Contribution Limit for any Plan Year shall not be treated as exceeding the limitation of subsection 6.01(a) if the contributions with respect to such Member are not in excess of the greater of \$3,000 or the Member's includible compensation, as defined under Code section 403(b)(3).

(d) If the annual additions for a Member for any Plan Year shall exceed the limitations in this Section 6.01, then the Plan may correct such excess in accordance with the Employee Plans Compliance Resolution System as set forth in Revenue Procedure 2008-50 or any superseding guidance, including, but not limited to, the preamble of the final regulations issued under Code section 415. Excess annual additions, if any, for a Member shall be deemed to be maintained at all times in a separate account subject to Code section 403(c).

(e) When determining a Member's 'includible compensation' for purposes of the limitation set forth in Section 6.01(a)(1), the following provisions shall apply:

(1) Compensation for a limitation year shall include amounts earned but not paid during the limitation year solely because of the timing of pay periods and pay dates, provided: (A) the amounts are paid during the first few weeks of the next limitation year; (B) the amounts are included on a uniform and consistent basis with respect to all similarly situated Members; and (C) no compensation is included in more than one limitation year;

(2) In the case of a Member who terminates employment during the Plan Year, compensation shall include amounts paid after such termination of employment if such amounts: (A) are paid by the later of: (i) two and one-half (2½) months after termination of employment, and (ii) the end of the Plan Year that includes the date of termination of employment; and (B) are payments of regular compensation for services performed during the Member's regular working hours or outside of such working hours, such as overtime, commissions, bonuses, and other similar payments that would have been paid to the Member prior to termination of employment if the Member had continued in employment with the Eligible Employer.

(3) Compensation shall include leave cashouts if those amounts would have been included in the definition of compensation if they were paid prior to the Member's termination of employment, the amounts are payment for unused accrued bona fide sick, vacation or other leave, but only if the Member would have been able to use the leave if employment had continued. In addition, deferred compensation shall be included in compensation if the compensation would have been included in the definition of compensation if it had been paid prior to the Member's termination of employment, and the compensation is received pursuant to a nonqualified unfunded deferred compensation plan, but only if the payment would have been paid at the same time if the Member had continued in employment with the Eligible Employer and only to the extent that the payment is includible in the Member's gross income.

(4) Compensation shall include payments to an individual who does not currently perform services for the Eligible Employer by reason of qualified military service (as that term is defined in Code section 414(u)(1)) to the extent those payments do not exceed the amounts the individual would have received if the individual had continued to perform services for the Eligible Employer rather than entering qualified military service.

6.02 Limits on Elective Deferrals.

(a) Elective Deferral Limit. Except as provided in Sections 6.02(b) and (c), the maximum amount of a Member's contributions under a Salary Reduction Agreement for any calendar year shall not exceed the applicable dollar limit under Code section 402(g)(1)(B) (\$17,000 for 2012). This limitation shall be increased to the extent permitted by Code section 402(g)(7) and shall be adjusted for cost-of-living in accordance with Code section 402(g)(4). To the extent that the contribution limitation under Code section 402(g) is violated, such violation will affect only the individual Member with respect to whom the excess contribution is made and shall not affect any other Member.

(b) Special Section 403(b) Catch-up Limitation for Employees with 15 Years of Service. A Member's limit under Section 6.02(a) for any calendar year may be increased to the extent permitted by Code section 402(g)(7) to permit a "qualified employee" to make a special Code section 403(b) catch-up contribution equal to the least of:

(1) \$3,000;

(2) The excess of:

(A) \$15,000, over

(B) The total special 403(b) catch-up elective deferrals made for the Member by any Eligible Employers for prior years; or

(3) The excess of:

(A) \$5,000 multiplied by the number of years of service of the Member with all Eligible Employers, over

(B) The total Elective Deferrals made for the qualified employee by all Eligible Employers for prior years.

For purposes of this Section 6.02(b), a “qualified employee” means an employee who has completed at least 15 years of service with all Eligible Employers.

(c) Age 50 Catch-up Elective Deferral Contributions. A Member 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 \$5,500 for 2012, and is adjusted for cost-of-living to the extent provided under the Code. Such catch-up contributions shall not be taken into account for purposes the limits described in Section 6.01 or 6.02(a).

(d) Coordination. Amounts in excess of the limitation set forth in subsection 6.02(a) shall be allocated first to the special 403(b) catch-up contribution under Section 6.02(b) and next as an age 50 catch-up contribution under Section 6.02(c). However, in no event can the amount of the Elective Deferrals for a year be more than the Member’s taxable compensation for the year.

(e) Special Rule for a Member Covered by Another Plan. For purposes of this Section 6.02, if the Member is or has been a participant in one or more other plans under Code section 403(b) (and any other plan that permits elective deferrals under section 402(g) of the Code), then this Plan and all such other plans shall be considered as one plan for purposes of applying the foregoing limitations of this Section 6.02. For this purpose, the Board shall take into account any other such plan for which the Board receives from the Member sufficient information concerning his participation in such other plan.

6.03 Distribution of Excess Contributions. Notwithstanding any other provisions of the Plan, Excess Deferrals and income allocable thereto shall be distributed no later than April 15 to Members who claim such Excess Deferrals for the preceding calendar year, subject to the following:

(a) For purposes of this Section 6.03 Excess Deferrals means the amount of Elective Deferrals for a calendar year that exceed the dollar limitation imposed under Code section 402(g), 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 Eligible Employer.

(b) A Member shall notify the Board of the amount of any Excess Deferrals for the preceding calendar year by submitting a written claim to the Board no later than March 1. The claim shall include the individual’s written statement that, if such amounts are not distributed, such Excess Deferrals, when added to 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.

(c) A Member who has Excess Deferrals and who has not notified the Board pursuant to subsection (b) shall be deemed to have notified the Board of the Excess Deferrals and to have requested a distribution, to the extent the Board has knowledge that the Member has Excess Deferrals for the taxable year.

(d) Excess Deferrals distributed to a Member 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 calendar year and the date of distribution, in accordance with the particular method for such adjustment permitted under the Code, as selected by the Plan Administrator.

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

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

(a) An Employee or Minister described in this Section 6.04 may elect to make additional Elective Deferrals equal to the maximum Elective Deferrals that such Employee or Minister could have elected during that period of qualified military service if the individual's employment with the Eligible 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 individual during the period of the interruption or leave. Except to the extent provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if a lesser period of time, for a period equal to three times the period of the interruption or leave).

(b) An Employee or Minister described in this Section 6.04 shall be eligible to receive Employer Contributions equal to the amount of Employer Contributions to which such Employee or Minister would have been entitled during that period of qualified military service if the individual's employment with the Eligible Employer had continued (at the same level of Compensation) without interruption or leave, reduced by the Employer Contributions, if any, actually made for the individual during the period or interruption of leave.

6.05 Return of Contributions. The Eligible Employer applicable contributes to this Plan on the condition that such contributions are not made due to a good faith mistake of fact. If a contribution is made to the Plan by a good faith mistake of fact, the Board, upon request from the Eligible Employer, will return to the Eligible Employer or Member (whichever is applicable as determined by the Board) (or allocate to the appropriate Account) the amount of the contributions along with any earnings (or losses) on account of a good faith mistake of fact.

The Board may require the Eligible Employer to furnish whatever evidence the Board deems necessary to confirm that the amount the Eligible Employer has requested to be returned is properly returnable under this Section 6.05.

ARTICLE VII

PAYMENTS OF BENEFITS TO MEMBERS

7.01 Retirement Benefits.

(a) A Member shall be entitled to withdraw his entire Account in accordance with the provisions of Article VIII upon his Retirement.

(b) A Member who has become eligible to receive unreduced Social Security benefits shall be entitled to withdraw all or a portion of his Account in accordance with the provisions of Article VIII, whether or not he has Retired.

(c) A Member who has become entitled to retirement benefits under this Section 7.01 shall file a written election on a form provided by the Board which shall designate the manner and time for payment of benefits as permitted under Article VIII. All benefit elections must be approved by the Board before payment will be made. Retirement benefits shall be paid as soon as administratively feasible following the Board's receipt of the written election filed pursuant to this Section 7.01.

7.02 Disability Benefits. A Member shall be entitled to a distribution of all or a portion of his Account if he incurs a disability which renders him incapable of performing his usual and customary duties; provided, however, that distribution shall not include any Elective Deferrals unless such Member incurs a disability within the meaning of Code section 72(m)(7) or has a severance from employment. Proof of disability must be made upon the forms and in the manner provided by the Board. The Board shall have the right to require proof of continued disability and certification as to earnings and occupation, if any, from time to time, but at intervals of not less than a period of one year.

A Member who is entitled to disability benefits as provided under this Section 7.02, shall file a written election on a form provided by the Board which shall designate the manner and time for payment of benefits as permitted under Article VIII. Disability benefits shall be paid as soon as administratively feasible following the Board's determination of disability and its receipt of the written election in accordance with the provisions in this Section 7.02.

7.03 Pre-Retirement Termination Benefits. The following Members shall be entitled to withdraw his Account balance before attaining age 62:

(a) A credentialed minister of the Church who has surrendered his credentials and who is no longer employed by an Eligible Employer, and

(b) An Employee who has a severance from employment with any and all Eligible Employers prior to attaining age 62.

A Member who is eligible to a benefit under this section 7.03 shall be entitled to withdraw his Account balance in accordance with the provisions of Article VIII. Benefits shall be paid as soon as administratively feasible following the Board's receipt of the written election filed pursuant to this Section 7.03.

7.04 Pre-Retirement Death Benefits. If a Member dies prior to the commencement of payment of retirement benefits under Section 7.01, the Member's Beneficiary shall be entitled to a benefit equal to the Member's Account balance. Benefits under this Section 7.04 shall be payable only upon proper written request, proof of death and the authority of the party or representative requesting such payment being duly presented to the Board. The Beneficiary may, within one year after the death of the Member, request in writing that benefits paid pursuant to this Section 7.04 be paid to the Beneficiary in installments in accordance with the provisions of Section 8.01(a). If the Beneficiary dies before receiving all funds payable under this Section 7.04, any amount remaining shall be paid to the Beneficiary's estate.

If the Member fails to designate a Beneficiary, or if no Beneficiary survives the Member, the benefits payable pursuant to this Section 7.04, if any, will be paid in accordance with the provisions of Section 12.05.

7.05 Time for Benefit Payments. The Board, if deemed necessary or appropriate by it, shall be entitled to make any payment hereinabove required within 90 days from the date a benefit payment would otherwise be due under the Plan, and, further, to postpone the beginning of such 90-day period until such time as the Member, or his Beneficiary or personal representative, as the case may be, has complied fully with such reasonable requirements as the Board may establish regarding the furnishing of legal proof of identity, death, or disability and authority or entitlement to receive such payment and thereby validly discharge the Board from additional obligation.

7.06 Cash-Out of Small Accounts. Notwithstanding any other provision of this Plan, the Board may, in its sole discretion, require payment in a lump sum of the value of the Account of any Member who has a severance from employment if the Account balance as of the date of his severance from employment (including any Rollover Contributions, Roth Rollover Contributions and Transfer Contributions) does not exceed five thousand dollars (\$5,000.00) or such other amount as may be determined by the Board, in its discretion. In the event the Member's Account exceeds \$1,000.00, if the Member does not elect to have such distribution paid directly to the Member or to an eligible retirement plan specified by the Member in a direct rollover or to receive the distribution directly, then the Board will pay the distribution in a direct rollover to an individual retirement plan designated by the Board. Such payment will extinguish all rights of the Member to benefits under this Plan.

7.07 Hardship Withdrawals.

(a) Immediate And Heavy Financial Need. A Member who has not yet begun to receive benefits under Section 7.01 above may make a hardship withdrawal of all or a portion of his Salary Reduction Contributions Account and Roth Contributions Account (excluding any interest credits or earnings attributable thereto) and his vested Employer Contributions, in the event of an immediate and heavy financial need arising from:

- (1) uninsured medical expenses described in Code section 213 and Treasury Regulations § 1.213-1 (as in effect for the year of withdrawal) incurred by the Member, the Member's spouse or any of the Member's dependents (as defined in Code section 152);
- (2) costs directly related to the purchase of a principal residence of the Member (excluding mortgage payments);

(3) the amount of tuition and related education fees for the next 12 months of post-secondary education for the Member, or the Member's spouse, children or dependents (as defined in Code Section 152);

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

(5) payments for burial or funeral expenses for the Member's deceased parent, spouse, children or dependents (as defined in Code section 152, without regard to Code sections 152(b)(1), (b)(2) and (d)(1)(B));

(6) expenses for the repair of damage to the Member's principal residence that would qualify for the casualty deduction under Code section 165 (determined without regard to whether the loss exceeds 10% of adjusted gross income); or

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

As soon as practicable after the Board's determination that an immediate and heavy financial need exists with respect to the Member by means of substantive documentation provided by the Member, the Board will pay to the Member the amount requested by the Member that is necessary to meet the need created by the hardship.

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

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

(2) the Member must have obtained all other distributions and nontaxable loans currently available under this Plan, if any, or any other plans maintained by his Eligible Employer.

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

7.08 Direct Rollovers.

(a) General Rule. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 7.08, 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; provided, however, that with respect to tax years beginning on or before December 31, 2009, a distributee may not elect to make a direct rollover to a Roth IRA, as defined under Code Section 408A, if for the taxable year to which such contribution relates (i) the distributee's adjusted gross income exceeds One Hundred Thousand Dollars (\$100,000), or (ii) the distributee is a married individual filing a separate return.

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

(c) Definitions. For purposes of this Section 7.08, 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: any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution which is made upon hardship of the employee; and any distribution to the extent such distribution is required under Code section 401(a)(9) as made applicable by Code section 403(b)(10).

The maximum amount which may be transferred in an eligible rollover distribution shall not exceed the maximum amount as defined in Code section 402(c)(2). A portion of the 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. Notwithstanding the provisions of subsection 8.11(c)(2) below, such portion may only be transferred: (i) in a direct rollover to a qualified trust described in Code section 401(a) or to an annuity plan described in Code section 403(b), which 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) to an individual retirement account or annuity described in Code section 408(a) or 408(b); or (iii) a Roth IRA described in Code section 408A.

(2) Eligible retirement plan: An eligible retirement plan is 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 a custodial account described in Code section 403(b)(7) and a retirement income account described in Code section 403(b)(9)); a

qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); an eligible 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; and any other plan or arrangement determined to be, under applicable law, an eligible retirement plan with respect to a distribution from a Code section 403(b) plan.

(3) Distributee: A distributee includes a Member, the Member's surviving spouse and the Member's spouse or former spouse who is the alternate payee under a qualified domestic relations order, as defined in Code section 414(p).

(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 Member'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).

(d) Rights of Nonspouse Beneficiaries. A nonspouse Beneficiary may elect, at the time and in the manner the Board prescribes, to have his death benefit distribution from the Plan paid directly to an individual retirement account or individual retirement annuity ("IRA") that has been established on behalf of the nonspouse Beneficiary as an inherited IRA within the meaning of Code section 408(d)(3)(C).

7.09 Limitation on Distribution of Elective Deferrals. Notwithstanding any other provisions in the Plan to the contrary, in no event shall a Member be entitled to a distribution of any amounts attributable to his Elective Deferrals unless the Member has attained age 59½, had a severance from employment, died or become disabled within the meaning of Code section 72(m)(7), or in the case of hardship, as provided under Section 7.07.

7.10 Transfer to Another 403(b) Account.

(a) Automatic Transfer. A Member who terminates (or has terminated) employment with an Eligible Employer and who is subsequently employed by another Eligible Employer that has adopted this plan as administered by the Board, shall have his entire Account, if any, automatically transferred to such other Eligible Employer's Plan immediately upon commencement of employment with such other Eligible Employer. Any such transfer shall comply with the requirements of Treasury Regulation section 1.403(b)-10(b)(3).

(b) No Other Transfers Permitted. Except as permitted under Section 7.08 and Section 7.10(a), the Plan does not permit transfers of any portion of a Member's Account to be transferred to another plan described in Code section 403(b) or any other retirement plan.

7.11 Designation of Housing Allowance. Each year the Board shall designate the amount of payments to be made to a Member during the following calendar year which is eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Member who was a minister of the gospel (within the meaning of Code section 107) at the time contributions were made to this Plan may be designated as housing allowance under this Section 7.11.

ARTICLE VIII

FORMS OF BENEFIT PAYMENT

8.01 Reserve Fund. The Board shall maintain a Reserve Fund which will consist of that amount set aside to provide a benefit to those Members who retired before December 31, 2017 and elected to receive Annuity Benefits. The Reserve Fund will be invested in equities and fixed income assets, and actively managed at the direction of the Board by one or more professional asset managers. If the actuarial present value of the Reserve Fund drops below the amount needed to pay benefits, the Board may transfer additional assets into the Reserve Fund from the Operating Fund.

8.02 Forms of Payment. A Member may elect in writing to receive a retirement benefit payable under one of the options described below; provided, however, that a Member who is married must first provide the written consent of his Spouse:

(a) Single Sum. Single sum payment of total Account balance.

(b) Installments for a Fixed Period. The Member will receive a retirement benefit for a period of years specified by the Member, not to exceed the life expectancy of the Member as measured by actuarial tables approved by the Board. If the Member dies before the end of the fixed period, the remaining benefits will be continued to the Surviving Spouse (if applicable) or Beneficiary until the end of the fixed period. If there is no Surviving Spouse and no Beneficiary is named, or living, the Actuarial Equivalent of the remaining benefits will be paid as provided under Section 12.05.

(c) Fixed Installment. The Member will receive a dollar amount specified by the Member until the Member's interest has been completely paid out. The amount of the installment to be distributed each year must be at least equal to the amount required under Section 8.05 and the requirements of Code section 401(a)(9). If the Member dies prior to complete distribution, the remaining benefits will be continued to the Surviving Spouse (if applicable) or Beneficiary until the end of the fixed period. If there is no Surviving Spouse and no Beneficiary is named, or living, the Actuarial Equivalent of the remaining benefits will be paid as provided under Section 12.05.

(d) Annuity. A Member may elect to receive a retirement benefit in the form of an annuity payable over a period not to exceed the life of the Member or the joint life expectancy of the Member and the Member's spouse. A Member who elects to receive an annuity form of payment must also select the licensed insurance company that will provide the annuity, as well as the amount to be withdrawn from the Member's Account to purchase the annuity. Neither the Board, the Member's Employer nor any other person or individual shall have any responsibility or liability for the selection of the annuity provider, such selection to be made by the Member in the Member's complete and sole discretion. Annuity contracts purchased pursuant to this Section 8.02(d) shall be purchased in the name of the Trustees of the Plan on behalf of the Plan, but only upon the instruction of the Member.

(e) Other Benefit Forms. The Board shall have discretion to permit payment of retirement benefits in any other form not specifically described in this Article VIII. Any such form

of payment must satisfy the requirements of Sections 8.04 and 8.05 and any other requirements of Code section 401(a)(9) and applicable Treasury Regulations.

8.03 Death Prior to Distribution of Account. In the event the Member dies prior to complete distribution of the assets in his Account, all assets remaining in his Account shall be paid to Member's Beneficiary in a lump sum payment, installments or in the form of a single life annuity benefit payable by means of a separate annuity policy purchased by the Board from a licensed insurance company. If benefits are paid pursuant to this Section 8.03 to the Surviving Spouse and the Surviving Spouse does not designate a Beneficiary, any amount remaining upon the death of the Surviving Spouse will be distributed to the Member's children (if any); if the Member has no children, the remainder will be paid to the Surviving Spouse's estate.

8.04 Required Beginning Date. The entire interest of each Member will be distributed beginning no later than April 1 following the later of the calendar year in which the Member attains age 70½ or the calendar year in which the Member retires.

8.05 Minimum Distribution Requirements. Notwithstanding any provision in this Plan to the contrary, all distributions under this Plan will be made in accordance with the applicable Treasury regulations under Code Section 401(a)(9).

(a) General Rule. A Member's benefits will be distributed, beginning not later than the required beginning date described in Section 8.04 over the life of the Member or over the lives of such Member and his designated Beneficiary, or over a period not extending beyond the life expectancy of such Member or the life expectancy of such Member and his designated Beneficiary.

(b) Amount of Required Minimum Distribution. The minimum amount distributed each calendar year from a Member's Account under this Plan shall be the amount determined in accordance with the Treasury regulations promulgated under Code section 401(a)(9). If a Member's benefit is to be distributed in other than a lump sum and other than through the purchase of an annuity purchased from an insurance company, then the amount to be distributed each year must, in accordance with section 401(a)(9) of the Code and the regulations thereunder, be at least an amount equal to the quotient obtained by dividing the Member's entire interest by the applicable distribution period described in Treasury Regulation section 1.401(a)(9).

(c) Distributions On or After Required Beginning Date. If the distribution of a Member's benefits has begun and the Member dies after the required beginning date but before the Member's entire interest in the Plan has been distributed, the remaining portion of the Member's benefits will be distributed at least as rapidly as under the method of distribution in effect at the date of the Member's death in accordance with Treasury Regulation section 1.401(a)(9)-5.

(d) Death of Member Before Distributions Begin. If the Member dies before distributions begin, the Member's entire interest will be distributed as follows:

(1) If the Member's surviving spouse is the Member's sole designated Beneficiary, then distributions to the surviving spouse shall begin by December 31 of the calendar year immediately following the calendar year in which the Member died, or by

December 31 of the calendar year in which the Member would have attained age 70½, if later.

(2) If the Member's Surviving Spouse is not the Member's sole designated Beneficiary, then distributions to the designated Beneficiary shall begin by December 31 of the calendar year immediately following the calendar year in which the Member died.

(3) If there is no designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(4) If the Member's surviving spouse is the Member's sole designated Beneficiary and the surviving spouse dies after the Member but before distributions to the surviving spouse begin, this Section 8.05 (except for subsection (d)(1)) shall be applied as if the surviving spouse were the Member.

(e) Required Minimum Distributions During Member's Lifetime.

(1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Member's lifetime, the minimum amount that will be distributed for each distribution calendar year is the lesser of:

(A) The quotient obtained by dividing the Member's Account balance by the distribution period in the Uniform Lifetime Table set forth in Treasury regulations section 1.401(a)(9)-9, using the Member's age as of the Member's birthday in the distribution calendar year; or,

(B) If the Member's sole Designated Beneficiary for the distribution calendar year is the Member's spouse, the quotient obtained by dividing the Member's Account balance by the number in the Joint and Last Survivor Table set forth in Treasury Regulations section 1.401(a)(9)-9, using the Member's and spouse's attained ages as of the Member's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Member's Death. Required minimum distributions will be determined under this Section 8.05(e) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Member's date of death.

(f) Required Minimum Distributions After Member's Death.

(1) Death On or After Date Distributions Begin.

(A) Member Survived By Designated Beneficiary. If the Member dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's Account balance by the longer of the remaining life expectancy of the Member or

the remaining life expectancy of the Member's Designated Beneficiary, determined as follows:

(i) The Member's remaining life expectancy is calculated using the age of the Member in the year of death, reduced by one for each subsequent year.

(ii) If the Member's Surviving Spouse is the Member's sole Designated Beneficiary, the remaining life expectancy of the Surviving Spouse is calculated for each distribution calendar year after the year of the Member's death using the Surviving Spouse's age as of the spouse's birthday in that year. For distribution calendar years after the year of the Surviving Spouse's death, the remaining life expectancy of the Surviving Spouse is calculated using the age of the Surviving Spouse as of the spouse's birthday in the calendar year of the spouse's death, reduced by one for each subsequent calendar year.

(iii) If the Member's Surviving Spouse is not the Member's sole Designated Beneficiary, the Designated Beneficiary's remaining life expectancy is calculated using the age of the Designated Beneficiary in the year following the year of the Member's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Member dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the year after the year of the Member's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's Account balance by the Member's remaining life expectancy calculated using the age of the Member in the year of death, reduced by one for each subsequent year.

(2) Death Before Date Distributions Begin.

(A) Member Survived by Designated Beneficiary. If the Member dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each distribution calendar year after the year of the Member's death is the quotient obtained by dividing the Member's Account balance by the remaining life expectancy of the Member's Designated Beneficiary, determined as provided in Section 8.05(f)(1).

(B) No Designated Beneficiary. If the Member dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, distributions of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

(C) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Member dies before the date distributions begin, the Member's Surviving Spouse is the Member's sole Designated

Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse as provided under Section 8.05(d)(1), this section 8.05(f) will apply as if the Surviving Spouse were the Member.

(g) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.04 of the Plan and is the Designated Beneficiary under Code section 401(a)(9) and Treasury Regulation section 1.401(a)(9)-4.

(2) Distribution calendar year. A calendar year for which a minimum distribution is required. For distributions beginning before the Member's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Member's Required Beginning Date. For distributions beginning after the Member's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 8.04. The required minimum distribution for the Member's first distribution calendar year will be made on or before the Member's Required Beginning Date. The required minimum distribution for other distribution calendar years, including the required minimum distribution for the distribution calendar year in which the Member's Required Beginning Date occurs, will be made on or before December 31 of that distribution calendar year.

(3) Life expectancy. Life expectancy as computed by use of the Single Life Table in Treasury Regulations section 1.401(a)(9)-9.

(4) Member's Account balance. The value of the Member's Account as of the last valuation date in the calendar year immediately preceding the distribution calendar year (valuation calendar year) increased by the amount of any contributions made and allocated or forfeitures allocated to the Account balance as of dates in the valuation calendar year after the valuation date and decreased by distributions made in the valuation calendar year after the valuation date. The Account balance for the valuation calendar year includes any amounts rolled over or transferred to the Plan either in the valuation calendar year or in the distribution calendar year if distributed or transferred in the valuation calendar year.

8.06 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 death of the Member.

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

(d) The Member provides the Board 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 related to their entitlement, and certifies that, to the best of the Member's knowledge, this list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met. In addition, the Member must provide the Board with a copy of the trust on request.

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

ARTICLE IX

PLAN ADMINISTRATION

9.01 Plan Administrator. The Board is charged with the administration and operation of this Plan shall serve as the administrator of the Plan.

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

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

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

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

(d) to receive from Members such information as shall be necessary for the proper administration of the Plan;

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

(f) to appoint or employ individuals to assist in the recordkeeping and other administrative activities of the Plan along with any other agents it deems advisable, including actuaries, auditors and legal counsel;

(g) to appoint or employ a Custodian or other service provider to manage one or more of the Investment Options offered under the Plan;

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

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

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

9.03 Rules and Decisions. The Board may adopt such rules as it deems necessary, desirable, or appropriate. All rules and decisions of the Board shall be uniformly and consistently applied to all Members in similar circumstances. When making a determination or calculation, the Board shall be entitled to rely upon information furnished by a Member or Beneficiary.

9.04 Application and Forms for Pension. The Board may require a Member or Beneficiary to complete and file with the Board an application for benefits under this Plan and all other forms approved by the Board and to furnish all pertinent information requested by the Board. The Board may rely upon all such information so furnished it, including the Member's or Beneficiary's current mailing address.

ARTICLE X

CLAIMS PROCEDURE

10.01 Filing of Claim. A Plan Member or Beneficiary shall make a claim for Plan benefits by filing a written request with the Board upon a form to be furnished to him for such purpose.

10.02 Denial of a Claim. If a claim is wholly or partially denied, the Board shall furnish the Member 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:

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

10.03 Review of Denial. The Member or Beneficiary shall have sixty (60) days from receipt of a denial notice in which to make written application for review by the Administrative Council.

10.04 Decision upon Review. The Administrative Council shall issue a decision on such review within sixty (60) days after receipt of an application for review as provided in Section 10.03. All decisions of the Board and the Administrative Council shall be afforded the maximum deference permitted by law.

ARTICLE XI

AMENDMENT AND TERMINATION

11.01 Right to Amend. This Plan may be amended by the Church at any General Conference Session provided that such amendment shall have been proposed (a) by the Board, (b) by the Administrative Council, or (c) by written petition presented at the preceding General Conference Session and signed by at least twenty-five (25) delegates thereof, and provided further, that the text of such amendment and the names of its sponsor or sponsors shall have been published in an official Church organ at least thirty (30) days prior to the General Conference session at which action thereon is taken.

Any amendment which, in the judgment of the Administrative Council, should be adopted before the next General Conference Session may be adopted *ad interim* by the Administrative Council upon recommendation of the Board and any amendment so adopted shall be presented for ratification at the next General Conference Session of the Church after similar advance publication in the official Church organ.

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 Members and their Beneficiaries, nor shall any amendment reduce the Account of any Member, or the Beneficiary of any deceased Member.

11.02 Right to Terminate. While it is expected that the Plan will be continued indefinitely, the Board may terminate the Plan at any time, subject to the ratification at the next General Conference Session of the Church after advance publication in the official Church organ as provided in Section 11.01. In the event of such termination of the Plan, the amounts maintained in accounts of affected Members shall, unless the Board exercises its right pursuant to Section 11.04, remain to be used by the Board to pay benefits to or on behalf of the affected Members in accordance with applicable provisions of the Plan.

11.03 Cessation of Participation. An Eligible Employer may withdraw from this Plan or cease all future contributions to this Plan, upon proper written direction to the Board. Unless the Board exercised the right to require payment of all benefits as provided in Section 11.04, the amounts maintained in Accounts of affected Members shall remain to be used by the Board to pay benefits to or on behalf of the affected Members in accordance with applicable provisions of the Plan.

11.04 Distribution upon Termination. In the event of termination of the Plan or the Eligible Employer's cessation of participation, the amounts maintained in Accounts shall, unless the Board exercises the right reserved in the next succeeding sentence, remain to be used to pay benefits to or on behalf of the Members in accordance with the applicable provisions of the Plan. The Board specifically reserves the right, in the event of termination of this Plan, to require payment of all benefits under this Plan in the form of lump sum distributions, notwithstanding any elections of benefits that have been made and approved by the Board (whether or not in pay status) under any other provision of this Plan. In the event of such distribution, the Eligible Employers shall not make contributions to an alternative Code section 403(b) contract that is not part of the Plan during the prior 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 XII

MISCELLANEOUS PROVISIONS

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

12.02 Responsibilities of Parties. The Board shall be responsible for the administration and management of the Plan.

12.03 Fees and Expenses. The expenses and fees of the Plan shall be payable from the assets of the Operating Fund. The Operating Fund shall be funded by means of a deduction taken annually from each Member's Account and from the Reserve Fund; provided, however, that such deduction shall not exceed one percent (one hundred basis points) in any one year.

In the case of expenses and fees related to a particular Investment Option, in accordance with the provisions of the contracts or agreements related to a particular Investment Option, or as may otherwise be agreed upon by the Board and the sponsor of a particular Investment Option.

12.04 Notification of Mailing Address. Each Member and other person entitled to benefits hereunder shall register from time to time with the Board, 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 Member or Beneficiary at the last known address as indicated by the records of the Board shall constitute adequate payment to such person and be binding on such person for all purposes of the Plan. The Board shall not be under any obligation to search for or ascertain the whereabouts of any such person.

12.05 Unclaimed Benefits. If any benefits payable to, or on behalf of, a Member are not claimed within a reasonable period of time from the date of entitlement, as determined by the Board, and if the Member cannot be located at his last provided mailing address, such Member shall be presumed dead, and the post-death benefits, if any, under this Plan shall be paid to his Beneficiary if he is then living and can be located. If the Member's Beneficiary is not then living or cannot be located, or if no Beneficiary was effectively named, the Member's Account shall be paid in a form as determined by the Board, to the Member's estate.

12.06 Nonalienation of Benefits. Benefits payable under the Plan shall not be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, charge, garnishment, execution or levy of any kind, either voluntary or involuntary (except as may be

provided pursuant to a court order regarding alimony or other payments for the support of a spouse, former spouse, or other relative of a Member, to the extent permitted under Code section 414(p) prior to actually being received by the person entitled to the benefits under the terms of the Plan. Any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, charge or otherwise dispose of any right to benefits payable hereunder shall be void. The amounts from time to time contributed to the Plan hereunder shall not in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements or torts of any person entitled to benefits under the Plan.

12.07 Facility of Payment. Whenever, in the Board's opinion, a person entitled to receive any payment of a benefit under the Plan is under a legal disability or is incapacitated in any way so as to be unable to manage such person's financial affairs, the Board may, to the extent permitted by law, make payments directly to the person, to the person's legal representative, or to a relative or friend of the person, to be used exclusively for such person's benefit, or apply any such payment for the benefit of the person in such manner as the Board deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 12.07 shall completely discharge the obligation for making such payment under the Plan.

12.08 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 Pennsylvania. If any provision of the Plan shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

12.09 Headings Not Part of Agreement. Headings of sections and subsections of the Plan are inserted for convenience of reference. Such headings shall not constitute part of the Plan and shall not be considered in the construction thereof.

12.10 Limitations on Liability. The Board 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. Only the assets and properties of the Plan shall be liable for the debts, obligations, and liabilities under this Plan, and in no event shall the Church, or any of its properties or assets, or any Church, or any other Eligible Employer, be liable for or subject to any debts or claims of any kind arising under the Plan.

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

12.12 Exclusions and Separability. Each provision hereof shall be independent of each other provision hereof, and if any provision of this Plan proves to be void or invalid as to any Member or group of Members, 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 other provisions or terms thereof.

14.13 Military Service. Notwithstanding any provisions 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 the case of a death occurring on or after January

1, 2007, if a Member dies while performing qualified military service (as defined by section 414(u) of the Code), the survivors of the Member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the Plan as if the Member had resumed and then terminated employment on account of death.

IN WITNESS WHEREOF, the Plan has been amended and restated this 30th day of August, 2012, effective January 1, 2013.

April 8, 2019
Churches of God 403(b) Plan.docx