

EDER RETIREMENT PLAN

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EDER RETIREMENT PLAN

ARTICLE I INTRODUCTION

1.01 Establishment and Restatement of the Plan.

Eder Financial, Inc. (“Eder”), formerly the Church of the Brethren Benefit Trust, Inc. has established the Eder Retirement Plan (the “Plan”), formerly the Church of the Brethren Pension Plan, to provide retirement benefits to ministers and other eligible employees of units of the Church of the Brethren and other employers that share common religious bonds and convictions with the Church of the Brethren that are eligible to participate in a church plan and that are approved by Eder to participate in the Plan. The Plan was and 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”). Effective December 1, 2022, Eder amends and restates the Plan as provided herein. This Plan is intended to be used by eligible Employers to establish a Code section 403(b)(9) retirement income account program.

This Plan document reflects the terms and conditions that apply with respect to amounts contributed to the retirement income accounts administered by Eder under the Plan. To the extent that an 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 Eder, the terms of such other agreements shall not alter or apply to the terms of this Plan document or to assets held by Eder 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 under Code sections 402(g) and 415.

1.02 Adoption of Plan.

Each eligible Employer shall be permitted to adopt this Plan by executing an Adoption Agreement or, subject to the approval of Eder, such other written document that evidences the Employer’s intent to participate in the Plan. Each Employer, by adopting this Plan, shall establish a separate Code section 403(b)(9) plan, independent from the plan of any other Employer.

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

1.03 Church Plan Status.

The Plan is intended to be a “church plan” within the meaning of Code section 414(e) which has not made the election under Code section 410(d). The Plan is also intended to be a “church plan” within the meaning of section 3(33) of the Employee Retirement Income Security

Act of 1974 (“ERISA”). The Plan is therefore not subject to the terms 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 formal regulations and rulings issued under the Code.

Should it come to the attention of Eder that the terms or operation of the Plan is inconsistent with these Code provisions, Eder shall have the power to make such corrections in the form or administration of the Plan as may be necessary, in its absolute discretion, to remedy the inconsistencies.

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 accounts, and any such other accounts or subaccounts that Eder determines to be necessary for the administration of a Participant’s interest in the Plan:

(a) A Tax-Sheltered Contributions Account which includes any Tax-Sheltered Contributions made pursuant to Section 4.01, and any earnings thereon.

(b) A Roth Contributions Account which includes any Roth Contributions made pursuant to Section 4.02, and any earnings thereon.

(c) A Tax-Paid Contributions Account which includes any Tax-Paid Contributions made on behalf of a Participant pursuant to Section 4.03, and any earnings thereon.

(d) An Employer Basic Contributions Account which includes any Employer Basic Contributions made on behalf of a Participant pursuant to Section 4.05(a), and any earnings thereon.

(e) An Employer Matching Contributions Account which includes any Employer Matching Contributions made on behalf of a Participant pursuant to Section 4.05(b) and Section 14.07(e), and any earnings thereon.

(f) A Qualified Non-Elective Contributions Account which includes any Qualified Non-Elective Contributions made on behalf of a Participant pursuant to Section 4.05, and any earnings thereon.

(g) A Rollover Contributions Account which includes any Rollover Contributions made pursuant to Section 4.06, and any earnings thereon.

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

(i) A Transfer Contributions Account which includes any Transfer Contributions made pursuant to Section 4.07, and any earnings thereon.

(j) A Safe Harbor Contributions Account which includes any Safe Harbor Nonelective Contributions and Safe Harbor Matching Contributions made on behalf of a Participant pursuant to Section 14.07(d), and any earnings thereon. A Safe Harbor Contributions Account may contain subaccounts for Safe Harbor Nonelective Contributions and Safe Harbor Matching Contributions.

2.02 Adoption Agreement. The term “Adoption Agreement” means the separate document described in Section 3.03 that sets forth the eligibility, participation and contributions provisions and any other additional requirements applicable to an Employer participating in this Plan. The term “Adoption Agreement” shall apply to and include any “Supplement” or other similar document utilized by an Employer to reflect its participation in the Plan and the terms of such participation. Each Adoption Agreement is incorporated by reference and made part of this Plan.

2.03 Alternate Payee. The term “Alternate Payee” means any spouse, former spouse, child, or other dependent of a Participant who is recognized by a domestic relations order as having a right to receive all or a portion of the benefits payable to the Participant from the Plan.

2.04 Annuity Participant. The term “Annuity Participant” means a person who is receiving a benefit under this Plan and has ceased to be an active Participant hereunder.

2.05 Beneficiary.

(a) The term “Beneficiary” means the individual(s) or entity(ies), including a trust, charitable organization or estate, designated by a Participant to receive any death benefit that may be payable hereunder if such person or persons survive the Participant. Each Participant may designate, upon such forms as shall be provided for that purpose by Eder, a Beneficiary or Beneficiaries who are to receive the Participant’s interest in the Plan in the event of the Participant’s and the Participant’s spouse’s death, but the designation of a Beneficiary or Beneficiaries shall not be effective for any purpose unless and until it has been filed by the Participant with Eder during the Participant’s lifetime on a form provided by Eder. A Participant may, from time to time, on a form provided by and filed with Eder during the Participant’s lifetime, change the Beneficiary or Beneficiaries.

(b) The Beneficiary of each Participant who is married shall automatically be the surviving spouse of such Participant, unless such spouse has provided a notarized written consent to the designation of another Beneficiary or Beneficiaries. A married Participant may, from time to time, change his or her designation of a Beneficiary or Beneficiaries; provided, however, that the Participant may not change such designation without the notarized written consent of his or her Spouse (unless the original consent expressly permits subsequent designations by the Participant without any requirement of further consent by the spouse). The spousal consent described in this paragraph shall not be required if the Participant establishes to the satisfaction of Eder that such consent may not be obtained because there is no spouse or because the spouse cannot be located.

(c) In the event that a Participant does not designate a Beneficiary in the manner heretofore stated, or if for any reason such designation shall be legally ineffective, or if such Beneficiary predeceases the Participant, and such Participant does not have a surviving spouse, then the Beneficiary shall be deemed to be one of the following in the order of precedence as indicated:

(1) The surviving natural or legally adopted child or children in equal shares if more than one. The share of each such child who is under age 18 years or otherwise legally incompetent shall be paid to the guardian of such child.

(2) The estate of the deceased Participant.

The foregoing default rules in this Section 2.05(c) shall also apply to a Beneficiary who becomes entitled to a benefit under the Plan and does not designate a Beneficiary in the manner heretofore stated, or if for any reason such designation shall be legally ineffective, or if a designated Beneficiary predeceases the Beneficiary.

(d) In the event a Beneficiary (a surviving spouse or other individual) becomes entitled to a benefit under the Plan, such Beneficiary may designate a Beneficiary in the manner and subject to the conditions described in this Section 2.05; provided, however, that Section 2.05(b) shall not apply to such designation. Thus, a Beneficiary's surviving spouse shall not automatically be the Beneficiary of a Beneficiary, and spousal consent shall not be required for a Beneficiary to name a non-spouse Beneficiary.

(e) Notwithstanding anything in this Section to the contrary, if a Participant or a Beneficiary has designated his or her spouse as a Beneficiary, then a divorce decree that relates to such spouse shall automatically revoke a Participant's or Beneficiary's designation of the spouse as his or her Beneficiary under the Plan unless: (i) the divorce decree or a qualified domestic relations order (as described in Section 13.09) provides otherwise; (ii) such automatic revocation is prohibited under state law; or (iii) the Participant or Beneficiary enters into a new Beneficiary designation naming the prior spouse as Beneficiary. The automatic revocation described in this paragraph does not apply to a surviving spouse contingent annuitant with respect to an annuity that has commenced.

2.06 Benefit Trust. The term "Benefit Trust" means the Church of the Brethren Benefit Trust, Inc.

2.07 Church. The term "Church" means an organization described in Code section 3121(w)(A) and the applicable Treasury regulations, and generally shall refer to a church, convention or association of churches, or an elementary or secondary school which is controlled, operated, or principally supported by a church or a convention or association of churches.

2.08 Church Plan. The term "Church Plan" means a plan within the meaning of Code section 414(e) and ERISA section 3(33) that is exempt from the provisions of the Code and ERISA that are not applicable to church plans.

2.09 Code. The term "Code" means the Internal Revenue Code of 1986, as amended.

2.10 Disability and Disabled. The term “Disability” and “Disabled” means that a Participant is determined by the Social Security Administration to be disabled for purposes of section 223(d)(1) of the Social Security Act; provided, however, that for purposes of (a) the restrictions on distribution of Tax-Sheltered and/or Roth Contributions described in Section 8.05; and (b) determining Disability of a Participant who has opted out of Social Security, “Disability” and “Disabled” shall be based on the definition provided in Code section 72(m)(7), which requires that a Participant shall be considered to be disabled if he or 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. If it is necessary to make a separate determination of Disability for purposes of Code section 72(m)(7), Eder shall make such determination on the basis of medical evidence submitted by the Participant or by a physician or physicians appointed by Eder.

2.11 Employee. The term “Employee” shall mean the following individuals:

- (a) Any common law employee of an Employer; and
- (b) At the discretion and subject to the approval of Eder, a minister of a Church 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 ministry for an organization that is unrelated to the Church within the meaning of Code section 414(e)(5)(A)(i)(II).

2.12 Employer. The term “Employer” means, at the discretion and subject to the approval of Eder:

- (a) any unit of the Church of the Brethren participating in this Plan including, but not limited to, any local church, college, conference, board, district, agency, organization, or affiliate related thereto eligible to participate in a Church Plan;
- (b) a self-employed minister within the meaning of Code section 414(e)(5)(A)(i)(I);
- (c) an organization paying a salary to a minister 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; and
- (d) an organization that is exempt from tax under Code section 501(c)(3), shares common religious bonds and convictions with the Church of the Brethren, and which has determined itself to be eligible to participate in a Church Plan (including an organization that is not a unit of the Church of the Brethren); provided that, if Eder determines that such organization is not eligible to qualify as an “Employer” under this Section 2.12(d), Eder’s determination and any corresponding actions shall be determinative with respect to this Plan.

2.13 Employer Basic Contributions. The term “Employer Basic Contributions” means those contributions paid by the Employer to the Plan pursuant to Section 4.05(a).

2.14 Employer Contributions. The term “Employer Contributions” means Employer Basic Contributions, Employer Matching Contributions and Qualified Non-Elective Contributions.

2.15 Employer Account. The term “Employer Account” means the separate account evidencing the value of the Employer Basic Contributions, Employer Matching Contributions and/or Qualified Non-Elective Contributions which have been credited to a Participant pursuant to Section 4.05, including any earnings thereon.

2.16 Employer Matching Contributions. The term “Employer Matching Contributions” means those contributions made pursuant to Section 4.05(b) as a result of eligible Tax-Sheltered Contributions and Roth Contributions.

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

2.18 Funding Vehicle. The term “Funding Vehicle” means one or more nontransferable group or individual annuity contracts (as defined in Code section 403(b)(1)) issued by an insurance company qualified to issue annuities in a state, custodial accounts (as defined in Code section 403(b)(7)) issued by a regulated investment company, or retirement income accounts (as defined in Code section 403(b)(9)) utilized for funding benefits payable under the Plan and specifically approved by the Employer for use under the Plan.

2.19 Hours of Service.

(a) Except as otherwise provided in an Adoption Agreement, an Employee shall receive credit for “Hours of Service” for purposes of the Plan, as follows:

(b) One hour for each hour for which he/she is paid, or entitled to payment, by the Employer for the performance of duties during the applicable computation period for which his/her Hours of Service are being determined under the Plan.

(c) One hour for each hour, in addition to the hours in Subsection 2.19(a)(1), for which he/she is directly or indirectly paid, or entitled to payment, by the Employer on account of a period of time during which no duties are performed due to vacation, holiday, illness, disability, layoff, jury duty, military duty, or leave of absence. Not more than 501 hours shall be credited under this Subsection 2.19(a)(2) on account of any single continuous period during which he/she performs no duties.

(d) One hour for each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by an Employer; provided, however, that the same hours of service shall not be credited both under subsections (1) or (2), as the case may be, and under this subsection (3).

(e) Hours of Service shall be credited in accordance with the rules of Department of Labor regulations section 2530.200(b)-2(b) and (c), which are incorporated herein by reference. The inclusion of this reference to Department of Labor regulations is

for administrative purposes only and shall not be construed or interpreted to imply that the Plan is subject to ERISA.

2.20 Investment Fund. The term “Investment Fund” means any investment fund established by Eder as an investment medium for contributions made to the retirement income accounts maintained by Eder. Eder shall have the discretion to establish and terminate such funds as it shall deem appropriate.

2.21 Non-Qualified Church-Controlled Organization or Non-QCCO. The term “Non-Qualified Church-Controlled Organization” (or “Non-QCCO”) means an organization described in Code section 3121(w)(B) and Treasury regulations thereunder, and generally shall refer to any church-controlled, tax-exempt organization described in Code section 501(c)(3), that:

(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.

2.22 Participant. The term “Participant” means an Employee who meets the eligibility requirements of the Plan, as set forth in Article III hereof, and who has been accepted and enrolled in the Plan. The term “Participant” shall include an Annuity Participant and a Vested Former Participant. A Participant shall continue to be a Participant until all Plan benefits payable on his/her behalf have been paid.

2.23 Personal Account. The term “Personal Account” means the sum of a Participant’s Tax-Paid Contributions Account, Roth Contributions Account, Tax-Sheltered Contributions Account, Rollover Contributions Account, Roth Rollover Contributions Account and Transfer Contributions Account, and any earnings thereon.

2.24 Plan. The term “Plan” shall mean the retirement plan described herein and as from time to time amended. However, as described in Section 1.02, each Employer adopts this Plan as a separate plan, independent from the plan of any other Employer.

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

2.26 Qualified Non-Elective Contribution. The term “Qualified Non-Elective Contribution” means a fully vested Employer Contribution to the Plan that is made pursuant to Section 14.04 and that is used to satisfy the limitation on contributions described in Section 14.03. A Qualified Non-Elective Contribution shall be subject to the distribution restrictions on Tax-Sheltered Contributions contained in Section 8.05.

2.27 Retirement Benefit Reserve. The term “Retirement Benefit Reserve” means that portion of the Trust Fund established and maintained pursuant to the provisions of Section 10.03.

2.28 Rollover Contributions. The term “Rollover Contributions” shall mean the amount of contributions which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.06, but not including any Roth Rollover Contributions.

2.29 Roth Contributions. The term “Roth Contributions” shall mean those voluntary salary deferrals paid by the Employer to the Plan at the election of a Participant pursuant to Section 4.02.

2.30 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 4.06.

2.31 Salary. In the case of any Employer, unless otherwise provided in an applicable Adoption Agreement and except as otherwise provided herein, the term “Salary” means the actual gross taxable compensation found in Box 1 of the Participant’s IRS Form W-2, increased by: (a) in the case of a minister, any housing allowance (including utilities); and (b) a Participant’s elective salary deferral contributions under a salary reduction agreement to a 403(b) or 401(k) plan, and a cafeteria plan described in section 125 of the Code. Salary includes taxable fringe benefits and the cost of group term life insurance in excess of \$50,000. Salary excludes deductible moving expenses and nontaxable fringe benefits, reimbursements and expense allowances. In the case of a Participant who is a minister of the gospel and who is provided with the free use of a parsonage, housing allowance shall be deemed to be the annual fair rental value of the parsonage. In the case of a self-employed minister, “Salary” shall mean such minister’s net earnings from self-employment. For purposes of calculating Employer Contributions, the annual Salary of (a) a self-employed minister described in Code section 414(e)(5)(A)(i)(I) or a minister described in Code section 414(e)(5)(A)(i)(II) or (b) an employee of a Non-QCCO shall not exceed \$305,000, as adjusted for cost of living increases in accordance with Code section 401(a)(17) for periods after 2022.

In the case of a Participant who terminates employment during the Plan Year, Salary 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, (b) would have been included in the definition of Salary if they were paid prior to the Employee’s termination of employment, and

(1) are payments of regular compensation for services performed during the Participant’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 Participant prior to termination of employment if the Participant had continued in employment with the Employer; or

(2) are payments for unused accrued bona fide sick, vacation or other leave, but only if the Participant would have been able to use the leave if employment had continued.

Any payment that is not described in (1) or (2) above, such as severance pay, is not considered Salary if paid after termination of employment.

Salary shall include payments to an individual who does not currently perform services for the 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 Employer rather than entering qualified military service.

An Employer that is a Non-QCCO and that seeks to utilize the safe harbor option described in Section 14.07 shall be subject to the restrictions on Salary described in Section 14.07(g).

2.32 Salary Reduction Agreement. The term “Salary Reduction Agreement” means a legally binding written agreement between an employee and his/her Employer, made in accordance with the requirements of Section 4.01(b).

2.33 Tax-Sheltered Contributions. The term “Tax-Sheltered Contributions” means those voluntary pre-tax salary deferrals paid by the Employer to the Plan at the election of a Participant pursuant to Section 4.01.

2.34 Tax-Paid Contributions. The term “Tax-Paid Contributions” means those voluntary after-tax contributions paid to the Plan at the election of Participants pursuant to Section 4.03. Effective January 1, 2019, Participants can no longer make Tax-Paid Contributions to the Plan.

2.35 Transfer Contributions. The term “Transfer Contributions” means those contributions made to the Plan pursuant to Section 4.07 by means of a transfer that meets the requirements of Treasury Regulation section 1.403(b)-10(b)(3).

2.36 Trust. The term “Trust” means any agreement or declaration in the nature of a trust established to hold and invest contributions made to the retirement income accounts administered by Eder under the Plan, and from which benefits will be distributed.

2.37 Trustee. The term “Trustee” means the corporation, and/or persons, acting as trustee under any Trust at any time of reference. The Trustee shall be a fiduciary under the Trust.

2.38 Trust Fund. The term “Trust Fund” means the assets of every kind and description held under any Trust forming the retirement income accounts administered by Eder as a part of the Plan.

2.39 Valuation Date. The term “Valuation Date” means the last business day of each month and any other day on which the Investment Funds are revalued.

2.40 Vested Former Participant. The term “Vested Former Participant” means a person who is no longer an active Participant in the Plan for reasons other than retirement hereunder, death, or Disability, and who is entitled to a benefit under this Plan upon the attainment of the age set forth in the Plan.

2.41 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) Eligibility Determined Under Applicable Adoption Agreement. An individual shall be eligible to be a Participant in the Plan in accordance with the provisions of an applicable Adoption Agreement, as described in Section 3.03.

(b) Entry Dates.

(1) An Employee who is eligible to make Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions, shall be eligible to commence such contributions as soon as administratively practicable following commencement of employment.

(2) An Employee who is eligible to receive Employer Contributions shall be eligible to receive such contributions as of the entry date described in the Adoption Agreement.

(c) Eligibility Restrictions Applicable to a Non-QCCO.

(1) Notwithstanding any provisions of the Plan to the contrary, contributions made on behalf of a Participant by an Employer that is a Non-QCCO must meet the applicable nondiscrimination rules imposed by Code section 403(b)(12)(A).

(2) An Employer that is a Non-QCCO shall be subject to the universal availability requirements of Code section 403(b)(12) and the applicable Treasury regulations. The limitations on exclusions permitted with respect to eligibility for Tax-Sheltered Contributions and Roth Contributions are described in Section 14.02.

(d) Service Crediting.

(1) Except as otherwise provided in an Adoption Agreement, the term “Year of Service” for eligibility purposes shall mean a 12-consecutive month period beginning on an Employee’s date of hire or on a subsequent anniversary of the Employee’s date of hire during which the Employee is credited with at least 1,000 Hours of Service with the Employer.

(2) Except as otherwise provided in an Adoption Agreement:

(A) If an Employee terminates employment with any vested interest in any portion of his/her Employer Account and then returns to employment with the same Employer, all service prior to the Employee’s reemployment will be taken into account for purposes of determining eligibility after the Employee’s reemployment.

(B) If Section 3.01(d)(2)(A) is not applicable and an Employee terminates employment and then returns to employment with the same Employer prior to the 5-year anniversary of his/her termination date, all service prior to the Employee's reemployment will be taken into account for purposes of determining eligibility after the Employee's reemployment.

(C) If Section 3.01(d)(2)(A) is not applicable and an Employee terminates employment and then returns to employment with the same Employer after the 5-year anniversary of his/her termination date, all service prior to the Employee's reemployment will be disregarded for purposes of determining eligibility after the Employee's reemployment.

3.02 Participation. An Employee who meets the eligibility requirements in Section 3.01 shall submit such enrollment, Beneficiary designation and other forms as approved by and required by Eder to commence participation in the Plan.

3.03 Adoption Agreement. Each Employer's participation in this Plan shall be subject to the terms of an Adoption Agreement which sets forth certain requirements for eligibility, contribution amounts, benefit qualifying age and vesting applicable with respect to the Employer's participation. An Adoption Agreement may modify provisions of the Plan unique to applicable Employers and/or Employees. Each such Adoption Agreement is hereby incorporated by reference and, to the extent it conflicts or is inconsistent with provisions of the Plan, takes precedence over such provisions.

The following additional provisions shall apply to the Adoption Agreements:

(a) Bethany Theological Seminary, Church of the Brethren Benefit Trust, Church of the Brethren, Inc., On Earth Peace Assembly or any Employer that is a Non-Qualified Church-Controlled Organization may participate in this Plan only upon entering into a written Adoption Agreement to the Plan, subject to the written approval of Eder.

(b) Local churches, districts and camps engaged in the ministry that have not otherwise executed an Adoption Agreement but are making contributions to the Plan are subject to the provisions of a written Ministers Group Supplement to the Plan adopted and approved by Eder, which shall provide for participation by all employees of local churches, districts and camps (including duly ordained ministers engaged in the ministry), subject to any eligibility restrictions described in the Ministers Group Supplement.

ARTICLE IV **CONTRIBUTIONS**

4.01 Tax-Sheltered Contributions.

(a) Each employee who is eligible to participate in the Plan pursuant to the provisions in Article III may elect to defer a specified dollar amount or a percentage of his/her Salary which would have been received in the Plan Year except for the deferral election. Such contributions shall also include any additional elective contributions made by a Participant who is age 50 or older in accordance with, and subject to, Code section

414(v). Participant Tax-Sheltered Contributions shall be transferred to the Plan in the manner and according to the timing requirements established by Eder, which shall be within a period of time that is reasonable for the proper administration of the Plan. All such contributions shall be credited to the Participant's Tax-Sheltered Contributions Account. A Participant's Tax-Sheltered Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(b) A Participant's election to make Tax-Sheltered Contributions must be made pursuant to Salary Reduction Agreement between the Participant and the Employer that applies only with respect to Salary for services rendered to the Employer by the Participant which is not currently available prior to the effective date of his/her Salary Reduction Agreement. Subject to the limitations in the preceding sentence, a Participant may enter into more than one Salary Reduction Agreement each year. A Salary Reduction Agreement may be terminated at any time with respect to future Salary not currently available.

4.02 Roth Contributions. Effective as of a date established by Eder, an Employer may elect, in the manner required by Eder, to permit an employee who is eligible to participate in the Plan pursuant to the provisions in Article III to defer a specified dollar amount or percentage of his/her Salary as a Roth Contribution. Such elective deferrals must be designated irrevocably as Roth Contributions in a Salary Reduction Agreement which satisfies the requirements of Section 4.01(b) and shall be 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 executed such Salary Reduction Agreement. Such amount may also include any contributions made pursuant to Code section 414(v). Roth Contributions shall be transferred to the Plan in the manner and according to the timing requirements established by Eder, which shall be within a period of time that is reasonable for the proper administration of the Plan. All such deferrals shall be credited to the Participant's Roth Contributions Account and no contributions other than Roth elective deferrals and properly attributable earnings shall be credited to a Participant's Roth Contributions Account at any time. A Participant's Roth Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason. 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.

4.03 Tax-Paid Contributions. Prior to January 1, 2019, Employees who were eligible to participate in the Plan pursuant to the provisions in Article III could make voluntary Tax-Paid Contributions to the Plan in such amounts and at such time as determined by such Employee. A Participant's Tax-Paid Contributions were credited to the Participant's Tax-Paid Contributions Account and shall be fully vested at all times and nonforfeitable. Effective January 1, 2019, Participants can no longer make Tax-Paid Contributions to the Plan.

4.04 Eligible Automatic Contribution Arrangement.

(a) Employer Election of EACA Option. If the Employer has elected the EACA option, the provisions of this Section 4.04 shall apply for the Plan Year and, to the extent that any other provision of the Plan is inconsistent with the provisions of this Section 4.04, the provisions of this Section shall govern.

(b) Default Tax-Sheltered Contributions. Default Tax-Sheltered Contributions will be made on behalf of Covered Employees selected by the Employer in the Adoption Agreement. The amount of Default Tax-Sheltered Contributions made for a Covered Employee each pay period is equal to the Default Percentage specified in the Adoption Agreement multiplied by the Covered Employee's Salary for that pay period. If the adopting Employer has so elected in the Adoption Agreement, a Covered Employee's Default Percentage will increase by one percentage point each Plan Year, beginning with the second Plan Year that begins after the Default Percentage first applies to the Covered Employee. The increase will be effective beginning with the first pay period that begins in such Plan Year or at an alternate time selected by the Employer in the Adoption Agreement.

(c) Right to Make Affirmative Election. A Covered Employee will have a reasonable opportunity after receipt of the notice described in Subsection 4.04(f) to make an affirmative election regarding Tax-Sheltered and, if permitted pursuant to Section 4.02, Roth Contributions (either to have no Tax-Sheltered or Roth Contributions made or to have a different amount of Tax-Sheltered or Roth Contributions made) before Default Tax-Sheltered Contributions are made on the Covered Employee's behalf. Default Tax-Sheltered Contributions being made on behalf of a Covered Employee will cease as soon as administratively feasible after the Covered Employee makes an affirmative election to not have Tax-Sheltered Contributions made or to have a different amount of Tax-Sheltered Contributions or Roth Contributions made.

(d) Definitions.

(i) EACA. AN "EACA" is an Automatic Contribution Arrangement that satisfies the uniformity requirement in Subsection 4.04(e) and the notice requirement in Subsection 4.04(f).

(ii) Automatic Contribution Arrangement. An "Automatic Contribution Arrangement" is an arrangement under which, in the absence of an affirmative election by a Covered Employee, a certain percentage of the Covered Employee's Salary will be contributed to the Plan as a Tax-Sheltered Contribution in lieu of being included in the Covered Employee's pay.

(iii) Covered Employee. A "Covered Employee" is a Participant identified in the Adoption Agreement as being covered under the EACA.

(iv) Default Tax-Sheltered Contribution. "Default Tax-Sheltered Contributions" are the Tax-Sheltered Contributions contributed to the Plan under the EACA on behalf of Covered Employees subject to the Default Percentage.

(v) Default Percentage. The "Default Percentage" is the percentage of a Covered Employee's Salary contributed to the Plan as a Default Tax-Sheltered Contribution for the Plan Year. The Default Percentage is specified in the election form completed by the adopting Employer.

(e) Uniformity Requirement.

(i) Non-increasing Default Percentage. Except as provided in paragraph (ii) below, or if the Employer has elected an increasing Default Percentage in the Adoption Agreement, the same percentage of Salary will be withheld as Default Tax-Sheltered Contributions from all Covered Employees subject to the Default Percentage.

(ii) Required Reduction or Cessation of Default Tax-Sheltered Contributions. Default Tax-Sheltered Contributions will be reduced or stopped to meet the limitations under Code sections 401(a)(17), 402(g), and 415 and to satisfy any suspension period required after a distribution.

(f) Notice Requirement.

(i) Timing of Notice. At least thirty (30) days but not more than ninety (90) days before the beginning of the Plan Year, the Employer will provide each Covered Employee with a notice of the Covered Employee's rights and obligations under the EACA as described in paragraph (ii) below, written in a manner calculated to be understood by the average Covered Employee. If an Employee becomes a Covered Employee after the ninetieth (90th) day before the beginning of the Plan Year and does not receive the notice for that reason, the notice will be provided no more than ninety (90) days before the Employee becomes a Covered Employee but not later than the date the Employee becomes a Covered Employee.

(ii) Content of Notice. The notice must accurately describe:

(A) The amount of Default Tax-Sheltered Contributions that will be made on the Covered Employee's behalf in the absence of an affirmative election;

(B) The Covered Employee's right to elect to have no Tax-Sheltered Contributions made on his/her behalf or to have a different amount of Tax-Sheltered or, if permitted pursuant to Section 4.02, Roth Contributions made;

(C) How the Default Tax-Sheltered Contributions will be invested in the absence of the Covered Employee's investment instructions; and

(D) The Covered Employee's right under Subsection 4.04(g) below to make a withdrawal of Default Tax-Sheltered Contributions and the procedures for making such a withdrawal.

(g) Withdrawal of Default Tax-Sheltered Contributions.

(i) 90-Day Withdrawal Period. No later than ninety (90) days after a Covered Employee's pay is first reduced by Default Tax-Sheltered Contributions,

the Covered Employee may request a distribution of his/her Default Tax-Sheltered Contributions. No spousal consent is required for a withdrawal under this Subsection 4.04(g).

(ii) Amount of Withdrawal. The amount to be distributed from the Plan upon the Covered Employee's request is equal to the amount of Default Tax-Sheltered Contributions made through the earlier of (A) the pay date for the second payroll period that begins after the Covered Employee's withdrawal request and (B) the first pay date that occurs after thirty (30) days after the Covered Employee's request, plus attributable earnings and losses through the date of distribution. Any fee charged to the Covered Employee for the withdrawal may not be greater than any other fee charged for a cash distribution.

(iii) Effect of Withdrawal on Tax-Sheltered Contributions. Unless the Covered Employee affirmatively elects otherwise, any withdrawal request will be treated as an affirmative election to stop having Tax-Sheltered Contributions made on the Covered Employee's behalf as of the date specified in paragraph (ii) above.

(iv) Treatment of Withdrawn Amounts. Default Tax-Sheltered Contributions distributed pursuant to this Section 4.04(g) are not counted towards the dollar limitation on Tax-Sheltered Contributions and Roth Contributions contained in Code section 402(g). Employer Matching Contributions that might otherwise be allocated to a Covered Employee's Account on behalf of Default Tax-Sheltered Contributions will not be allocated to the extent the Covered Employee withdraws such Tax-Sheltered Contributions pursuant to this Subsection 4.04(g)(iv) and any optional Employer Matching Contributions already made on account of Default Tax-Sheltered Contributions that are later withdrawn pursuant to this Subsection 4.04(g)(iv) will be forfeited.

(h) Special Rule for Distribution of Excess Aggregate Contributions. If the adopting Employer has elected on the Adoption Agreement that all Participants are Covered Employees, then the Plan has until six (6) months (rather than 2½ months) after the end of the Plan Year to distribute Excess Aggregate Contributions and avoid the Code section 4979 ten percent (10%) excise tax. Such distributions are described in Section 14.04(a).

4.05 Employer Contributions. To the extent required under an applicable Adoption Agreement, each Employer shall make Employer Contributions on behalf of any employee who is eligible to receive such Employer Contributions. Except as otherwise provided in an Adoption Agreement, all Employer Contributions shall be calculated on a payroll period basis (thus no true-up matching contributions shall be required). Employer Contributions shall be transferred to the Plan in the manner and according to the timing requirements established by Eder. In the case of any change in Salary during a period for which remittance has been made, adjustment shall be made in the succeeding remittance.

Employer Contributions may be either Employer Basic Contributions or Employer Matching Contributions as provided below:

(a) Employer Basic Contributions. An Employer may elect to make Employer Basic Contributions in such fixed amount or percentage of salary as shall be provided in the applicable Adoption Agreement (or may elect the option to make discretionary Employer Basic Contributions in an amount to be determined and documented by the Employer). An Employer (or a district or similar organization) may also make discretionary Employer Basic Contributions at any time, in addition to those provided for in the applicable Adoption Agreement (if any), in an amount to be determined and documented by the Employer (or the district or similar organization). In addition, if specified in an Adoption Agreement, an Employer (or a district or similar organization) may elect to make Employer Contributions for a Participant who has terminated employment; provided, however, that no Employer Contributions may be made following the end of the fifth Plan Year which follows a Participant's termination from employment. All Employer Basic Contributions shall be credited to the Participant's Employer Basic Contributions Account and shall vest in accordance with the provisions of Section 7.02.

(b) Employer Matching Contributions. An Employer may elect to make Employer 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 Employer Matching Contributions shall be established pursuant to the Employer's Adoption Agreement. All Employer Matching Contributions shall be credited to the Participant's Employer Matching Contributions Account and shall vest in accordance with the provisions of Section 7.02.

In addition to the Employer Basic Contributions and Employer Matching Contributions described in this Section 4.05, the Plan permits Qualified Non-Elective Contributions as defined in Section 2.26. A Qualified Non-Elective Contribution allocable to a Plan Year shall be paid no later than the end of the 12-month period beginning on the day after the close such Plan Year. The Plan also permits Safe Harbor Nonelective Contributions and Safe Harbor Matching Contributions as described in Section 14.07.

4.06 Rollover Contributions. To the extent permitted under procedures established by Eder and subject to any limitations imposed under the Code, the Plan will accept Rollover Contributions as provided in this Section 4.06.

(a) Eligible Rollover Contributions. A Participant may, subject to any limitations imposed under the Code, roll over 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. Eder may require such documentation from the distributing plan as it deems necessary to effectuate the rollover in accordance with Code section 402 and to confirm that such plan is an Eligible Retirement Plan.

(b) Roth Rollovers. Notwithstanding the provisions of Section 4.06(a), any amounts that constitute Roth elective deferrals, within the meaning of Code section 402A, shall be accepted by Eder only if the Employer has elected in the Adoption Agreement to

permit Roth Contributions. The Rollover Contribution will be accepted 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). A rollover made pursuant to this Section 4.06(b) that includes Roth elective deferrals will only be accepted if Eder obtains information regarding the Participant's tax basis under Code section 72 in the amount rolled over.

(c) Eligible Retirement Plan. For purposes of this Section 4.06, "Eligible Retirement Plan" means: (i) 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; (ii) an individual retirement account described in Code section 408(a); (iii) an individual retirement annuity described in Code section 408(b); (iv) a qualified trust described in Code section 401(a); (v) an annuity plan described in Code section 403(a); and (vi) 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) 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 (i) any installment payment for a period of ten (10) years or more, (ii) any distribution made upon hardship, or (iii) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9). The Plan will not accept rollover of after-tax contributions (other than Roth elective deferrals as described in Section 4.06(b)).

(e) Administrative Procedures. To affect a Rollover Contribution or Roth Rollover Contribution, the Participant shall complete such forms as Eder deems necessary to ensure that all applicable conditions of the Code are satisfied. All contributions made pursuant to Section 4.06(a) shall be credited to the Participant's Rollover Contributions Account. All contributions made pursuant to Section 4.06(b) shall be made to the Participant's Roth Rollover Contributions Account. The balance in a Participant'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.

4.07 Transfer Contributions. Subject to any limitations imposed by applicable law, amounts may be transferred to the Plan on behalf of a Participant (or the Participant's Beneficiary, if the Participant is deceased, with respect to amounts attributable to the Participant) 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, provided that the transfer is made in accordance with the rules and procedures established by Eder for such purposes, including, without limitation, the establishment or minimum amounts for such transfers. All Transfer Contributions shall comply with the requirements of Treasury Regulation section 1.403(b)-10(b)(3). All amounts transferred to the Plan pursuant to this Section 4.06, other than automatic transfers described in Section 8.10(a), shall be credited to the Participant's Transfer Contributions Account. Automatic transfers

made pursuant to Section 8.10(a) will be allocated to the same contributions accounts from which they were transferred.

4.08 Mistake of Fact. Notwithstanding anything herein to the contrary, upon an Employer's request, a contribution which was made by a mistake of fact may be returned to the Employer within one year of such mistake. Eder may require the Employer to furnish whatever evidence Eder deems necessary to enable Eder to confirm that the amount the Employer has requested to be returned meets the requirements of this Section 4.08.

4.09 Protection of Persons Who Serve in a Uniformed Service. Notwithstanding any provision in this Plan to the contrary, the following provisions apply to any employee whose employment is interrupted by qualified military service under Code section 414(u) or who is on a leave of absence for qualified military service under Code section 414(u) and who resumes employment with the Employer

(a) **Employer Contributions.** Each Employee described in this Section 4.09 shall be eligible to receive Employer Contributions upon resumption of employment with the Employer equal to the amount of Employer Contributions that the Employee would have been entitled to receive during that period if the Employee's employment with the Employer had continued (at the same level of Salary) without interruption or leave, reduced by the Employer Contributions, if any, actually made for the Employee during the period of the interruption or leave. In addition, to the extent the Employer Contributions are conditioned on the Employee making Tax-Sheltered Contributions or Roth Contributions, if the employee makes up the Tax-Sheltered Contributions or Roth Contributions as described in Section 4.09(b), the Employer will make up any Employer Matching Contributions.

(b) **Tax-Sheltered Contributions and/or Roth Contributions.** Each Employee described in this Section 4.09 may elect to make additional Tax-Sheltered Contributions or, if permitted pursuant to Section 4.02, Roth Contributions upon resumption of employment with the Employer equal to the maximum Tax-Sheltered Contributions or Roth Contributions that the Employee could have elected during that period if the Employee's employment with the Employer had continued (at the same level of Salary) without the interruption or leave, reduced by the Tax-Sheltered Contributions and/or Roth Contributions, if any, actually made for the Employee during the period of the interruption or leave. Except to the extent otherwise provided under Code section 414(u), this right applies for five years following the resumption of employment (or, if sooner, for a period equal to three times the period of the interruption or leave).

ARTICLE V **INVESTMENTS**

5.01 Investment Funds. Eder, in its sole discretion, shall select the investment funds or other types of investments in which the assets held in the retirement income account administered by Eder shall be invested. Eder may periodically add or eliminate Investment Funds, in its sole discretion. All such Investment Funds shall be selected in accordance with any investment guidelines adopted by Eder. Eder reserves the right to provide Investment Funds that

follow social screens applied in conjunction with Church of the Brethren Annual Conference statements. Eder may also provide unscreened Investment Funds. An organization described in Section 2.12(d) that is determined by Eder not to share common religious bonds and convictions with the Church of the Brethren shall be subject to limitations on available Investment Funds and such other restrictions or limitations as determined by Eder to be necessary or appropriate.

5.02 Investment Procedures. Subject to the provisions of Section 5.05, each Participant shall specify in his/her Salary Reduction Agreement, or in any other form as may be provided by Eder, the manner in which any contributions made to the Plan on his/her behalf are to be invested. Each Participant may elect to have all contributions to his/her Account invested in such increments as may be selected by Eder in any one or more Investment Funds. A Participant may change the manner in which such contributions are to be invested, or may make the initial investment election described above, by filing a signed election form with Eder, or pursuant to any other rules or procedures established by Eder in its sole discretion. Any such investment election or change in investment election under this Section 5.02 shall become effective as soon as administratively feasible. Eder may authorize alternative methods for making investment elections, including electronic or telephonic communications, to be effective as soon as administratively feasible. The use of any such alternative method of making investment elections shall be considered to have been “filed” with Eder. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.

5.03 Investment Transfers. Subject to the provisions of Section 5.05, with respect to the balance in a Participant’s Account, each Participant may elect to have such Account transferred to any one or more Investment Fund(s). Any such transfer shall be made in accordance with the procedures from time to time established by Eder for such purpose. Eder, in its sole discretion, may limit the frequency of such transfers. Any transfer made pursuant to this Section 5.03 shall become effective as of any month, or at any other time as may be established by Eder.

5.04 Transfer of Assets. Eder shall transfer moneys or other property from the appropriate Investment Funds to the other Investment Funds as may be necessary to carry out the aggregate transfer transactions after Eder has caused the necessary entries to be made in the Participant’s Accounts in the Investment Funds and has reconciled offsetting transfer elections, in accordance with uniform rules which are established by Eder for such purpose.

5.05 Processing Investment Choices Subject to Rules, Regulations and Procedures of Eder. The processing of investment choices shall be subject to any rules, regulations or procedures which Eder, in its sole discretion, considers necessary or convenient for the efficient administration of the Plan, including any rules limiting the amount that may be contributed to any Investment Fund.

5.06 Valuation and Allocation of Earnings and Losses. As of each Valuation Date, Eder, with the assistance of the Trustee, shall

- (a) determine the fair market value of each fund in the Investment Fund after first deducting any expenses in accordance with Section 11.04, and

(b) allocate the net earnings and gains or losses of each fund in the Investment Fund since the preceding Valuation Date to each Participant's Employer and Personal Accounts in the same ratio that the portion of the Participant's Employer and Personal Accounts invested in such Investment Fund bears to the total portions of all Employer and Personal Accounts of all Participants invested in such Investment Fund; and, for this purpose, Eder shall adopt uniform rules which conform to generally accepted accounting practices.

5.07 Additional Investment Provisions. There shall be separate accounting for the underlying assets of the Plan for it to be possible at all times to determine a Participant's interest in the underlying assets and to distinguish that interest from any other Participant's interest in the Plan. Investment performance shall be based on gains and losses of the underlying assets. Ownership or use of any Plan asset by a Participant or Beneficiary shall be treated as a distribution to such Participant or Beneficiary.

ARTICLE VI **LIMITATIONS ON CONTRIBUTIONS**

6.01 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 described in Section 6.01(a) below.

(a) Maximum Annual Additions.

(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, as adjusted for cost of living increases under Code section 415(d)(1)(B) for periods after 2022, or

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

(2) Alternative 415 Limitations. The Participant's Annual Additions for any Plan Year shall not be treated as exceeding the limitation of subsection 6.01(a) 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 6.01(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 may not exceed the Maximum Annual Addition as set forth in Section 6.01(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 employers may not exceed the maximum Annual Addition as set forth in Section 6.01(a) above. For purposes of this paragraph, a Participant is in control of an employer based upon the rules of Code sections 414(b), 414(c) and 415(h), and a defined contribution plan means a defined contribution plan that is qualified under Code 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) Coordination of limitation on Annual Additions where Employer has another Code section 403(b) plan or Participant is in control of Employer. Unless otherwise provided in the Sponsoring Employer's administrative procedures and applied uniformly to all Participants, the Annual Additions which may be credited to a Participant under any other Code section 403(b) plan(s) of the Employer (and, if the Participant is in control of an employer, any defined contribution plans maintained by controlled employers and Code section 403(b) plan(s) of any other employers) for any Limitation Year will not exceed the maximum Annual Addition under Section 6.01(a), reduced by the Annual Additions credited to the Participant under this Plan. Contributions to the Participant's accounts under other plan(s) of the Employer will be reduced to the extent necessary to prevent this limitation from being exceeded. However, the Sponsoring Employer may elect to reduce Contributions under this Plan in order to prevent this limitation from being exceeded.

(e) Excess Annual Additions.

(1) If, notwithstanding Sections 6.01(a) through 6.01(d), a Participant's Annual Additions under this Plan, or under this Plan and plans aggregated with this Plan under Sections 6.01(b) and (c), result in an "Excess Annual Addition" for a Limitation Year, the Excess Annual Addition will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension plan 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 Code 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 (1) the Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan to (2) the total Annual Additions credited to the Participant for the Limitation Year as of such date under this Plan and all other Code section 403(b) plan(s) of the Employer.

(3) Any Excess Annual Addition attributable to this Plan will be corrected in the manner described in Section 6.01(f).

(f) Correction of Excess Annual Additions. A Participant's Excess Annual Additions for a taxable year are includible in the Participant's gross income for that taxable year. A Participant's Excess Annual Additions attributable to this Plan will be credited in the year of the excess to a separate account under the Plan for such Excess Annual Additions, which will be maintained by Eder 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 provision of the Code) applies. Amounts in the separate account may be distributed at any time, notwithstanding any other provisions of the Plan. Notwithstanding any provisions of the Plan to the contrary, if the Annual Additions are exceeded for any Participant, then the Sponsoring Employer may also correct such excess in accordance with the Employee Plans Compliance Resolution System (EPCRS) as set forth in Revenue Procedure 2021-30 or any superseding guidance. In such case, and in accordance with EPCRS as set forth in Revenue Procedure 2021-30 or any superseding guidance, Excess Annual Additions attributable to Employer Contributions may also be credited to a separate account and used to reduce future Employer Contributions.

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

(1) "Annual Additions" shall mean the sum of the following amounts credited to a Participant's Account under the Plan or any other plan aggregated with the Plan under Sections 6.01(b) and (c) during the Plan Year:

(A) 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 described in Section 6.03;

(B) After-tax contributions;

(C) Forfeitures allocated to the Participant's Account;

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

(E) Allocations under a simplified employee pension.

Amounts described in paragraphs (1), (2), (3) and (5) above are annual additions for purposes of both the dollar limitation under Section 6.01(a)(1)(A) and the percentage of compensation limitation under Section 6.01(a)(1)(B). Amounts described in (4) above are annual additions solely for purposes of the dollar limitation under Section 6.01(a)(1)(A). Rollover Contributions and Transfer Contributions are not included in Annual Additions.

(2) Solely for the purposes of Sections 6.01, “Employer” means the employer that has adopted 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.

(3) Includible Compensation.

(A) “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). 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 increased by differential wage payments under Code section 3401(h) for the most recent period that is a Year of Service and difficulty of care payments under Code section 131(c)(1)(A) that are otherwise excludible from income. Includible Compensation is determined without regard to community property laws.

(B) For (a) a self-employed minister described in Code section 414(e)(5)(A)(i)(I) or a minister described in Code section 414(e)(5)(A)(i)(II) and (b) an employee of an Employer that is a Non-QCCO, 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.

(C) 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)) is the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

(D) For purposes of Section 6.01(a), 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 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) "Limitation Year" shall mean the calendar year. However, if the Participant under the Plan is in control of an Employer pursuant to Section 6.01(c) above, the Limitation Year shall be the Limitation Year in the defined contribution plan controlled by the Participant.

6.02 Limits on Elective Deferrals.

(a) Elective Deferral Limit. Except as provided in Sections 6.02(b) and (c), the maximum amount of Tax-Sheltered Contributions and Roth Contributions (in the aggregate) 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 and \$22,500 for 2023). This limitation shall be adjusted for cost-of-living in accordance with Code section 402(g)(4). To the extent that the contribution limitation under Code section 402(g) is violated, such violation will affect only the individual Participant with respect to whom the excess contribution is made and shall affect no other Plan Participant.

(b) Age 50 Catch-up Elective Deferral Contributions. An employee who is eligible to make Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions who will attain age 50 or more by the end of the calendar year is permitted to elect an additional amount of Tax-Sheltered Contributions and Roth Contributions (in the aggregate), up to the maximum age 50 catch-up elective deferral limit for the year. The maximum dollar amount of the age 50 catch-up elective deferral limit for a year is \$6,500 for 2022 and \$7,500 for 2023, and is adjusted for cost-of-living to the extent provided under the Code.

(c) Special Rule for a Participant Covered by Another Plan. For purposes of this Section 6.02, 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 Code section 402(g)), 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, Eder shall take into account any other such plan for which Eder receives from the Participant sufficient information concerning his/her participation in such other plan. Notwithstanding the foregoing, another plan maintained by a Related Employer shall be taken into account for purposes of this Section 6.02 only if the other plan is a section 403(b) plan.

(d) Correction of Excess Elective Deferrals. If the Tax-Sheltered Contributions and Roth Contributions made on behalf of a Participant for any calendar year, in the aggregate, exceeds the limitations described above, or the Tax-Sheltered Contributions and Roth Contributions on behalf of a Participant for any calendar year, in the aggregate, exceeds the limitations described above when combined with other amounts deferred by the Participant under another plan of the Employer under Code section 403(b) (and any other plan that permits elective deferrals under Code section 402(g)), then the Tax-Sheltered Contributions and/or Roth Contributions, to the extent in excess of the applicable limitation (adjusted for any income or loss in value, if any, allocable thereto for such calendar year, but not for the gap period between the end of such calendar year and the date of distribution), may be distributed to the Participant in accordance with the rules and procedures adopted by Eder for such purposes. For any Plan Year in which a Participant may make both Tax-Sheltered Contributions and Roth Contributions, Eder operationally may implement an ordering rule procedure for the distribution of excess contributions. Such ordering rules may specify whether the Tax-Sheltered Contributions or Roth Contributions are distributed first, to the extent such type of contributions were made for the year. Furthermore, such procedure may permit the Participant to elect which type of contributions shall be distributed first.

ARTICLE VII

VESTING

7.01 Vesting on Employee Contributions. All Tax-Sheltered Contributions, Roth Contributions, Tax-Paid Contributions, Transfer Contributions, Rollover Contributions and Roth Rollover Contributions, and any earnings thereon, shall be 100% vested at all times and nonforfeitable.

7.02 Vesting on Employer Contributions. The Employer must elect in its Adoption Agreement whether or not it will apply a vesting schedule to Employer Contributions (both Employer Basic Contributions and Employer Matching Contributions). Employer Contributions shall become vested in accordance with such provisions in the Employer's Adoption Agreement; provided, however, that: (i) Qualified Non-Elective Contributions shall be 100% vested at all times and nonforfeitable; (ii) a Participant who is determined to be Disabled while employed by the Employer or whose termination of employment is a result of his or her Disability shall become 100% vested in such Participant's Employer Contributions; and (iii) a Participant who dies while employed by the Employer shall become 100% vested in such Participant's Employer Contributions.

If the Employer elects to apply a vesting schedule to Employer Contributions, then at all times all Employer Contributions subject to the vesting schedule shall be deemed to be subject to Code section 403(c) and not Code section 403(b), until such time as the Employer Contributions are fully vested. On or after the date on which the Participant's interest becomes nonforfeitable, the contract shall be treated as subject to Code section 403(b) if: (a) no election has been made under Code section 83(b); (b) the Participant's interest in the deemed Code section 403(c) portion of his or her account has been subject to a substantial risk of forfeiture before becoming nonforfeitable; (c) contributions subject to different vesting schedules have been deemed to be separately subject to Code section 403(c); and (d) at all times the requirements of Code section 403(b) have been satisfied except for the nonforfeitability requirement in Code section 403(b)(1)(C).

If only a portion of the Participant's interest becomes nonforfeitable in a year, then that portion of the contract will be considered subject to Code section 403(b) and the remaining forfeitable portion will be considered subject to Code section 403(c) (or another applicable provision of the Internal Revenue Code). Each contribution (and earning thereon) that is subject to a different vesting schedule must be accounted for separately for the Participant.

7.03 Forfeitures.

(a) The interest of a Participant in his/her Employer Account which is not vested shall be forfeited after the Participant terminates employment with the Employer.

(b) Any amounts that are forfeited pursuant to Section 7.03(a) shall be placed in a suspense account to be used by the Employer to make future Employer Contributions.

(c) If an Employee terminates employment and then returns to employment with an Employer, any amounts forfeited pursuant to Section 7.03(a) shall not be restored.

7.04 Service Crediting.

(a) Except as otherwise provided in an Adoption Agreement, the term "Year of Service" for vesting purposes shall mean each 365-day period of employment with the Employer, calculated using the elapsed time method. For purposes of determining Years of Service for vesting purposes, an Employee shall receive credit for the aggregate period of time worked for the Employer commencing with the Employee's first day of employment (or reemployment, if applicable) and ending on the date the Employee begins a period of severance which lasts at least 12 consecutive months. In calculating an Employee's aggregate period of service, an employee who severs from service and is reemployed receives credit for any period of severance of less than 12 consecutive months. A period of severance is a continuous period of time during which the Employee is not employed by the Employer. The continuous period begins on the date the Employee retires, quits, or is discharged, or if earlier, the 12-month anniversary of the date on which the Employee otherwise was absent from service for any other reason.

(b) Except as otherwise provided in an Adoption Agreement:

(1) If an Employee terminates employment with any vested interest in any portion of his/her Employer Account and then returns to employment with the same Employer, all service prior to the Employee's reemployment will be taken into account for purposes of determining vesting of Employer Contributions allocated after the Employee's reemployment.

(2) If Section 7.04(b)(1) is not applicable and an Employee terminates employment and then returns to employment with the same Employer prior to the 5-year anniversary of his/her termination date, all service prior to the Employee's reemployment will be taken into account for purposes of determining vesting of Employer Contributions allocated after the Employee's reemployment.

(3) If Section 7.04(b)(1) is not applicable and an Employee terminates employment and then returns to employment with the same Employer after the 5-year anniversary of his/her termination date, all service prior to the Employee's reemployment will be disregarded for purposes of determining vesting of Employer Contributions allocated after the Employee's reemployment.

ARTICLE VIII
PAYMENTS OF BENEFITS TO PARTICIPANTS

8.01 In-Service and Employment Termination Distributions.

(a) In-Service Distributions. A Participant who has not terminated employment with his or her Employer shall be entitled to receive payment of all or a portion of his or her Personal Account or Employer Account (or both) upon attaining age 59½. Payment of a Participant's Personal Account under this subsection (a) shall, at the election of the Participant, be made in a lump sum pursuant to the provisions of Section 8.04(a) or in the form of periodic payments pursuant to the provisions of Section 8.04(c). Payment of a Participant's Employer Account under this subsection (a) shall be made in the form of periodic payments pursuant to the provisions of Section 8.04(c). Notwithstanding the forgoing provisions of this subsection (a), a Participant who has not terminated employment with his or her Employer and who attained age 65 shall be permitted to have all or a portion of his or her Personal Account and Employer Account paid in the form of an annuity pursuant to the provisions of Section 8.04(b) (subject to Section 8.01(c)), provided that a Participant's Personal Account must be annuitized at the same time as the Participant's Employer Account; it cannot be annuitized separately. A distribution pursuant to this Section 8.01(a) shall be subject to the spousal consent requirement described in Section 8.04.

A Participant who is eligible to receive an annuity distribution described in Section 8.04(b) may make written application to Eder to begin receiving annuity payments prior to age 65. Requests for early annuity payments under this paragraph shall only be approved by Eder when the Participant making the request is facing a significant financial hardship which early payment will help alleviate. The determination of whether a significant

financial hardship exists and whether such request shall be granted shall be made by Eder in its sole discretion.

(b) Distributions following Termination of Employment.

(1) If a Participant has terminated employment with all Employers who sponsor this Plan, all or a portion of the Participant's Personal Account may be distributed to the Participant following such termination. Payment of such account shall, at the election of the Participant, be paid in a lump sum pursuant to the provisions of Section 8.04(a), in periodic payments pursuant to the provisions of Section 8.04(c), or, when the Participant attains age 59½, in annuity payments made pursuant to the provisions of Section 8.04(b) (subject to Section 8.01(c)) provided that a Participant's Personal Account must be annuitized at the same time as the Participant's Employer Account; it cannot be annuitized separately. All or a portion of a Participant's Employer Account may be distributed under this subsection (b) following termination of employment when the Participant attains age 59½. Payment of a Participant's Employer Account pursuant to this subsection (b) shall, at the election of the Participant, be paid in annuity payments made pursuant to the provisions of Section 8.04(b) (subject to Section 8.01(c)) or in periodic payments made pursuant to the provisions of Section 8.04(c).

(2) A Participant who has terminated employment prior to age 59½ who would like to receive payment of his or her Employer Account prior to attaining that age may make written application to Eder to receive all or a portion of his or her Accounts prior to that date, in a form permitted for that Participant by the Plan. For this purpose, a Participant on a pastoral placement list shall be deemed not to have terminated employment. A Participant who is eligible to receive an annuity distribution described in Section 8.04(b) may also make written application to Eder to begin receiving annuity payments prior to age 59½. Requests for early payment and requests for early annuity payments under this subsection shall only be approved by Eder when the Participant making the request is facing a significant financial hardship which early payment will help alleviate. The determination of whether a significant financial hardship exists and whether such request shall be granted shall be made by Eder in its sole discretion.

(3) Notwithstanding any other provision of this Plan, if a Participant has a severance from employment, Eder may, in its sole discretion and in accordance with the administrative procedure established by Eder or its designee, require payment in a lump sum of the entire value of the Participant's Account if the vested amount in the Participant's Account as of the date of the severance from employment is less than five thousand dollars (\$5,000.00). In the event the balance in such Participant's Account exceeds one thousand dollars (\$1,000.00), if the Participant does not elect to have such distribution paid directly to an eligible retirement plan specified by the Participant in a direct rollover or to receive the distribution directly, then Eder will pay the distribution in a direct rollover to an individual retirement plan designated by Eder. If the severance from employment is caused by the death of the Participant (and the Participant's Account as of the

date of the severance from employment is less than five thousand dollars (\$5,000.00)), the Participant's Account will be distributed to the Participant's Beneficiary in accordance with the foregoing procedure.

(4) A distribution pursuant to this Section 8.01(b), other than a mandatory distribution pursuant to Section 8.01(b)(3), shall be subject to the spousal consent requirement described in Section 8.04.

(c) Non-QCCO Election not to Permit Annuity Payments. A Non-QCCO Employer shall be permitted to elect that the annuity payment option described in section 8.04(b) shall not be available as a form of distribution to its Participants under the Plan. In the event such election is made, the Participants employed by such Employer shall be entitled to receive a lump sum distribution of all or a portion of his or her Employer Account at age 59½ under subsections (a) and (b) above, in addition to having the option to receive such payment in the form of periodic payments described in Section 8.04(c).

(d) Application for Benefits. A Participant who has become entitled to Plan benefits under this Section 8.01 shall file a written election on a form provided by Eder which shall designate the manner and time for payment of such benefits. Plan benefits shall be paid as soon as administratively feasible following Eder's receipt of the written election filed pursuant to this Section 8.01, but in no event later than the date set forth in Section 9.01.

(e) Additional Accumulations to Participant Accounts After Annuity Commences.

(1) If contributions are made on behalf of a Participant who has already begun to receive annuity benefits pursuant to this Section 8.01 and who is either re-employed by an Employer or who has not yet retired or separated from service with the Employer, after such Participant's subsequent retirement or separation from service with the Employer, he/she shall be entitled to elect to have any such additional contributions (and the earnings thereon) distributed in accordance with the provisions of this Section 8.01, such distributions to be calculated and paid separately from such other annuity benefits which the Participant has already begun to receive.

(2) In the case of any additional contributions made on behalf of a Participant who has already begun to receive annuity benefits pursuant to this Section 8.01 and who is not employed by an Employer at the time such additional contributions are received by Eder, as soon as administratively practical, the Participant shall be entitled to elect to have any such additional contributions distributed in accordance with the provisions of this Section 8.01, such distributions to be calculated and paid separately from such other annuity benefits which the Participant has already begun to receive.

(f) Distribution of Rollover Contributions Account and Roth Rollover Contributions Account. A Participant may at any time elect to receive a payment of all or

a portion of his or her Rollover Contributions Account and Roth Rollover Contributions Account. Payment of such accounts pursuant to this Section 8.01(f) shall be made in the form of a lump sum (or partial lump sum) pursuant to the provisions of Section 8.04(a) or periodic payments pursuant to the provisions of Section 8.04(c), and shall not be made in the form of annuity payments if payment could not otherwise be made in the form of annuity payments pursuant to another provision of this Article VIII. A distribution pursuant to this Section 8.01(f) shall be subject to the spousal consent requirement described in Section 8.04.

8.02 Pre-Retirement Death Benefits. Upon the death of a Participant or Vested Former Participant prior to beginning to receive benefits from the Plan in accordance with Section 8.01 (and subject to the provisions of Section 8.01(b)(3)), the Participant's surviving spouse (if any) shall be entitled to receive the Participant's entire Account (including the Participant's Employer Account and Personal Account). The provisions of this Section 8.02 shall be subject to the provisions of Section IX and the requirements of Code section 401(a)(9).

(a) A surviving spouse must take a distribution of the Participant's Employer Account in the form of periodic payments pursuant to the provisions of Section 8.04(c) or a single life annuity that is the actuarial equivalent of the Participant's Employer Account (and the Participant's Personal Account, if the surviving spouse elects to annuitize the Participant's Personal Account) at the date of death or the date application is made, whichever is later; provided, however, if the deceased Participant's Employer was a Non-QCCO that has elected not to make annuity payments available to its Participants, the surviving spouse shall be permitted to elect payment in a form described in Section 8.04(a) (lump sum) or 8.04(c) (periodic payments).

(b) The surviving spouse may also elect to take a distribution of the Participant's Personal Account in a lump sum payment described in Section 8.04(a) instead of in the form of Periodic Payments or a single life annuity described in Section 8.04(b) (subject to Section 8.01(c)).

(c) Payments under this section may begin at any time after the Participant's date of death, subject to Eder receiving appropriate application forms in good order (except as provided in Section 8.02(d) with respect to non-spouse Beneficiaries).

(d) If there is no surviving spouse, the Participant's entire Account shall be paid to the Participant's non-spouse Beneficiary in a lump sum, or at the written election of the non-spouse Beneficiary, in five substantially equal installments. If the non-spouse Beneficiary does not make an affirmative distribution election in accordance with the administrative procedure established by Eder or its designee, then Eder will pay the entire Account to the non-spouse Beneficiary in a lump sum without the non-spouse Beneficiary's consent in accordance with the administrative procedure.

8.03 Disability Benefits.

(a) Upon the Disability of a Participant prior to becoming eligible for benefits in accordance with the provisions of Section 8.01, a Participant shall be eligible to receive

a disability benefit (subject to the limitations described in Section 8.05). Disability benefits paid from a Participant's Employer Account under this Section 8.03 shall be paid as either periodic payments pursuant to the provisions of Section 8.04(c) or as an annuity benefit described in Section 8.04(b); provided, however, if the Participant's Employer is a Non-QCCO that has elected not to make annuity payments available to its Participants, the Employer Accounts of disabled Participants employed or formerly employed by it shall be paid in a form described in Section 8.04(a) or Section 8.04(c). Disability benefits paid from the Participant's Personal Account may be paid in any form of benefit described in Section 8.04 (subject to Section 8.01(c)), provided that, if an annuity form of distribution is elected, a Participant's Personal Account must be annuitized at the same time as the Participant's Employer Account; it cannot be annuitized separately. A distribution pursuant to this Section 8.03(a) shall be subject to the spousal consent requirement described in Section 8.04.

(b) If a Participant returns to work prior to the age at which the Participant is eligible for benefits as provided for in Section 8.01, periodic payments described in Section 8.04(c) or annuity payments described in Section 8.04(b) shall continue in the form selected by the Participant. Any additional contributions (and the earnings thereon) shall be distributed in accordance with the provisions of Section 8.01, with such distributions to be calculated and paid separately from such other periodic payments or annuity benefits which the Participant has already begun to receive.

8.04 Forms of Benefit. A Participant who is eligible for benefits pursuant to Section 8.01 or 8.03 shall have the right to receive benefits in accordance with the following provisions. The availability of a certain form of benefit shall be subject to the terms of Sections 8.01 and 8.03, as applicable, and all forms of benefit shall be subject to the requirements of Article IX. A Participant must provide Eder with written spousal consent prior to receiving a distribution in any form of benefit described in this Section 8.04 (including any such distribution taken in the form of a direct rollover); provided, however, that spousal consent shall not be required if the Participant establishes to the satisfaction of Eder that such consent may not be obtained because there is no spouse or because the spouse cannot be located. A Beneficiary receiving a distribution pursuant to Section 8.02 shall not be required to provide spousal consent to such distribution.

(a) **Lump Sum Benefit.** Lump Sum distributions under the Plan must be made in accordance with the requirements of Article IX. A Participant who has not received his/her entire Account shall have a right to receive payment of the remainder of his/her Account as a lump sum benefit in accordance with the payment options available to such Participant under the Plan.

(b) **Annuity Benefit.**

(1) Unless a Participant is employed by a Non-QCCO that has elected to make only the lump sum benefit of Section 8.04(a) and periodic payment benefit of subsection Section 8.04(c) available to its Participants and except as provided in Section 12.03(c), a Participant shall be entitled to receive his/her Employer Account and all or a portion of his/her Personal Account (excluding amounts in a Participant's Rollover Contributions Account or Roth Rollover Contributions

Account) at the time provided in Section 8.01 and under any of the options described in Section 8.04(b)(2). A Participant's Personal Account must be annuitized at the same time as the Participant's Employer Account; it cannot be annuitized separately. Subject to any limitations established by Eder, a Participant who elects to annuitize all or a portion of his/her Personal Account will be permitted to select the sources (e.g., Tax-Sheltered Contributions, Roth Contributions, Tax-Paid Contributions) which will be annuitized, and will be required to make a separate distribution election for any amounts that are not annuitized.

(2) A Participant may elect in writing to receive a retirement benefit payable under one and only one of the following actuarially equivalent benefit forms with the Participant as the primary annuitant. The Participant shall notify Eder in writing on such forms as it shall require concerning the annuity option selected. All options must be elected prior to the effective date of annuity benefit payments.

(A) Joint and 50% Survivor Life Annuity. A life annuity benefit, with 50% to the surviving spouse contingent annuitant.

(B) Single Life Annuity. An annuity benefit for as long as the Participant lives. No payments will be made after the Participant's death. If the Participant is married, the Participant's spouse must consent to the election of a single life annuity.

(C) Joint and 100% Survivor Life Annuity. A life annuity benefit, with 100% to the surviving spouse contingent annuitant.

(D) Joint and 75% Survivor Life Annuity. A life annuity benefit, with 75% to the surviving spouse contingent annuitant.

(3) All annuity payments shall be made in monthly installments on the fifteenth of the month. In the event account accumulations are not sufficient to provide an annuity of at least \$20 per month, Eder may make quarterly payments or make a settlement in cash in lieu of monthly payments. Annuity payments shall not vary with respect to market value of investments; however, special distributions to increase all annuities or to correct inequities among annuities may be declared by Eder and administered in accordance with established policies. Eder may also readjust annuities or other benefits where such changes are deemed by Eder to be necessary to protect and preserve the actuarial and financial solvency of the Plan. Once monthly annuity payments have begun, they cannot be changed or stopped by the Participant, even if the Participant is later reemployed by an Employer participating in this Plan.

(4) The amount of any monthly benefit provided for under Article VIII which is to be based upon the Participant's Account (or the applicable portion thereof) shall be the actuarial equivalent of such Account (or the applicable portion thereof), determined on the basis of the mortality table and rate of interest adopted

by Eder for such purpose, which are hereby incorporated by reference. Upon an Account (or the applicable portion thereof) being converted to an annuity, the portion of such Account that has been converted to an annuity shall be closed and the annuity shall become an obligation of the Trust, to the extent assets are available to provide such annuity.

(5) If annuity payments do not equal or exceed the Participant's Personal Account at the death of the later to die of the Participant and the Participant's spouse, the excess shall be paid in a lump sum payment to the contingent Beneficiary named by the Participant at the time the annuity was established.

(c) Periodic Payment Benefit.

(1) A Participant shall be entitled to receive all or a portion of his/her Personal Account and Employer Account at the time provided in Section 8.01 or Section 8.03, as applicable, in monthly, quarterly, semi-annual, or annual payments with no minimum distribution period; provided however, that distributions must be made in accordance with the requirements of Article IX and that distributions of a Participant's Employer Account must be made over a minimum distribution period of ten (10) years.

(2) A Participant who has not received his/her entire Employer or Personal Account shall have a right to annuitize the remainder of his/her Employer or Personal Account (excluding amounts in a Participant's Rollover Contributions Account or Roth Rollover Contributions Account) pursuant to Section 8.04(b). If a Participant elects to annuitize the remainder of his/her Personal Account pursuant to the preceding sentence, the Participant will be required to make a new distribution election with respect to amounts in a Participant's Rollover Contributions Account and Roth Rollover Contributions Account, as such amounts are not eligible to be annuitized.

(3) If a Participant dies prior to receiving all periodic payments owing to such Participant, the Participant's Beneficiary shall receive any remaining payments at the time and in the amount that such payments would have been made to the Participant; provided however, that distributions must be made in accordance with the requirements of Article IX.

(d) Until benefit payments commence under either Section 8.01 or 8.03, the Participant may reject any prior election of a form of benefit under this Section 8.04, and may also make another election under this Section.

8.05 Limitation on Distribution of Tax-Sheltered Contributions and Roth Contributions. Notwithstanding any other provisions in the Plan to the contrary, except as permitted in the case of excess elective deferrals, amounts rolled into the Plan, a distribution made in the event of hardship, as provided under Section 8.06, a qualified reservist distribution as defined in Code section 72(t)(2)(G), termination of the Plan, or as may otherwise be provided by law and

in regulations or other rules of general applicability published by the Department of the Treasury or the Internal Revenue Service, distributions of any amounts attributable to a Participant's Tax-Sheltered Contributions or Roth Contributions (or any portion of his/her Transfer Contributions Account that is subject to distribution restrictions pursuant to Treasury Regulation section 1.403(b)-10(b)(3)) may not be made earlier than the date on which the Participant attains age 59½, has a severance from employment (within the meaning of Treasury Regulation section 1.403(b)-2(b)(19)), dies or become disabled (within the meaning of Code section 72(m)(7)).

For purposes of this Section 8.05, a Participant shall be treated as having a severance from employment during any period the Participant is performing service in the uniformed services described in Code section 3401(h)(2)(A). A Participant who elects to receive a distribution pursuant to the preceding sentence may not make a Tax-Sheltered Contribution or Roth Contribution during the 6-month period beginning on the date of the distribution.

8.06 Hardship Withdrawals. The provisions of this Section 8.06 shall be effective as of January 1, 2019. A Participant who has not begun to receive benefits under Section 8.01 above may make a hardship withdrawal of all or a portion of the Participant's Personal Account (excluding any interest credits or earnings attributable to any contributions made pursuant to a Salary Reduction Agreement). For purposes of this Section 8.06, a hardship distribution must be made on account of an immediate and heavy financial need and must be necessary to satisfy the financial need. A Participant must provide Eder with written spousal consent prior to receiving a hardship withdrawal; provided, however, that spousal consent shall not be required if the Participant establishes to the satisfaction of Eder that such consent may not be obtained because there is no spouse or because the spouse cannot be located.

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

(1) expenses for (or necessary to obtain) medical care that would be deductible under Code section 213(d), determined without regard to the limitations in Code section 213(a) (relating to that applicable percentage of adjusted gross income and the recipients of the medical care);

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

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

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

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

(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 whether the loss exceeds 10% of adjusted gross income); or

(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) under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, Public Law 100-707, provided that the Participant's principal residence or principal place of employment at the time of the disaster was located in an area designated by FEMA for individual assistance with respect to the disaster.

(b) Distribution of Amount Necessary To Meet Need. A distribution will be deemed necessary to satisfy the immediate and heavy financial need if the following requirements are satisfied:

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

(2) The Participant has obtained all other distributions currently available under this Plan, if any, and all other plans of deferred compensation, whether qualified or nonqualified, maintained by the Participant's Employer; and

(3) The Participant has provided to the Eder or its designee a representation in writing (including by using an electronic medium if permitted by the Employer), that the Participant has insufficient cash or other liquid assets reasonably available to satisfy the need, and the Eder does not have actual knowledge that is contrary to the representation.

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

A Participant who received a hardship withdrawal under this Section 8.06 before January 1, 2019 was prohibited from making any contributions to either his/her Tax-Sheltered Account, Roth Contributions Account, and/or Tax-Paid Contributions Account under this Plan, and any elective contributions and employee contributions under any other plan of his/her Employer (including all qualified and nonqualified deferred compensation plans maintained by such Employer, but not including health or welfare benefit plans or the mandatory employer contribution portion of any defined benefit plan) for six (6) months following receipt of the hardship withdrawal. This suspension period was eliminated with respect to hardship withdrawals received on or after January 1,

2019. For Participants who received a hardship withdrawal within six (6) months of January 1, 2019, the suspension period ended as soon as administratively practicable following January 1, 2019.

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

8.07 Direct Rollovers.

(a) General Provisions. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a distributee's election under this Section 8.07, a distributee may elect, at the time and in the manner prescribed by Eder, to have any portion of an eligible rollover distribution paid directly to an eligible retirement plan specified by the distributee in a direct rollover.

(b) Notice. Eder shall be responsible for providing, within a reasonable time period before making an initial Eligible Rollover Distribution, an explanation to the employee of his/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 8.07, the following terms shall have the following meanings:

(1) Eligible rollover distribution: An eligible rollover distribution is any distribution of all or any portion of the balance to the credit of the distributee, except that an eligible rollover distribution does not include: any distribution that is one of a series of substantially equal periodic payments made (not less frequently than annually) for the life (or life expectancy) of the distributee or the joint lives (or joint life expectancies) of the distributee and the distributee's designated beneficiary, or for a specified period of ten years or more; any distribution to the extent such distribution is required under section 401(a)(9) of the Code; any distribution which is made upon the hardship of the Participant; the portion of any other distribution(s) that is not includible in gross income; any corrective distribution of excess amounts under Code sections 402(g), 401(k), 401(m), and/or 415(c) and income allocable thereto; any loans that are treated as deemed distributions pursuant to Code section 72(p); a distribution that is a permissible withdrawal from an eligible automatic contribution arrangement within the meaning of Code section 414(w); and any other distribution which is not an eligible rollover distribution under applicable law. The maximum amount which may be transferred in an eligible rollover distribution shall not exceed the maximum amount as defined in Code section 402(c)(2). A portion of a distribution shall not

fail to be an eligible rollover distribution merely because the portion consists of after-tax employee contributions which are not includible in gross income. However, such portion may only be transferred: (i) in a direct rollover to a qualified plan described in Code sections 401(a) or 403(a) or an annuity contract described in Code section 403(b), and such plan or contract 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; or (ii) to an individual retirement account or annuity described in Code section 408(a) or 408(b).

(2) Eligible retirement plan: An eligible retirement plan is a qualified plan described in Code section 401(a), an annuity plan described in Code section 403(a), an annuity contract described in Code section 403(b), an individual retirement account or annuity described in Code section 408(a) or 408(b), a Roth IRA, as described in Code section 408A, or an eligible plan under Code section 457(b) which is maintained by a State and which agrees to separately account for amounts transferred into such plan from this Plan, that accepts the distributee's eligible rollover distribution. 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 Code section 414(p), are distributees with regard to the interest of the spouse or former spouse. A distributee also includes the Participant's nonspouse designated Beneficiary. In the case of a nonspouse Beneficiary, the direct rollover may be made only to an individual retirement account or annuity described in Code sections 408(a) or 408(b) that is established on behalf of the Beneficiary and that will be treated as an inherited IRA pursuant to the provisions of 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.

(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 and/or Roth Rollover Contribution 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).

8.08 Designation of Housing Allowance. Eder shall designate the amount of payments to be made to a Participant from the Plan which is eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Participant who is a minister of the gospel within the

meaning of Code section 107 and only amounts contributed to the retirement income account administered by Eder may be designated as housing allowance under this Section 8.08.

8.09 Loans. Effective as of a date established by Eder (and to the extent permitted in the applicable Adoption Agreement), each Participant who is actively employed by an Employer who has elected to permit loans may borrow amounts from his/her Personal Account. Except as otherwise provided in the applicable Adoption Agreement or in a separate loan policy, Employees of churches, districts and camps may only take a loan for costs directly related to the purchase of a principal residence for the Participant (excluding mortgage payments). Employees of other Employers may take a loan for any reason. All such loans shall be subject to such rules and guidelines as Eder shall prescribe from time to time, including procedures for applying for such loans. A Participant must provide Eder with written spousal consent prior to receiving a loan from any portion of his/her Personal Account; provided, however, that spousal consent shall not be required if the Participant establishes to the satisfaction of Eder that such consent may not be obtained because there is no spouse or because the spouse cannot be located.

(a) Principal Amount. 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 excess (if any) of the Participant's highest outstanding balance of loans during the one year period ending on the day before the loan is made, over the outstanding balance of loans from the Plan on the date the loan is made, or (2) fifty percent (50%) of a Participant's Personal Account. For purposes of this limit, all plans of the Employer shall be considered one plan. All loans shall be made effective as of the Valuation Date following the receipt of a properly filed loan application, and loan funds shall be disbursed by the Trustee as soon as practicable thereafter. Eder is authorized to adopt rules which either reduce the maximum principal amount of a loan or provide a 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, unless the loan principal is used to acquire any dwelling unit which within a reasonable time (determined at the time the loan is made) is to be used as a principal residence of the Participant, in which case the maximum term shall not exceed fifteen (15) years.

(c) Interest Rate. Each loan shall bear a reasonable rate of interest as determined by Eder.

(d) Repayment. A Plan loan shall be repaid by payroll withholding over its term in level installment payments. As a condition precedent to approval of the loan, the Participant shall be required to authorize irrevocably payroll withholding in the amount of each installment, unless this requirement is waived by Eder.

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

(f) Distribution of Accrued Benefit. If the Participant's Personal Account balance is to be distributed prior to the Participant's payment of all principal and accrued

interest on any loan to such Participant, the distribution shall include, as an offset, the amount of unpaid principal and accrued interest on the loan as of the date of such distribution.

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

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

8.10 Transfers Out of Plan

(a) Automatic Transfer. A Participant who terminates or has terminated employment with an Employer and who is subsequently employed by another Employer that has adopted the Code section 403(b)(9) retirement income account program administered by Eder under this Plan shall have his/her entire Account balance (which shall be limited to the vested amount of the Account balance resulting from the original Employer's Plan), if any, automatically transferred to the new Employer's Plan immediately upon commencement of employment with such other Employer, subject to the written approval of Eder. 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 8.07, Section 8.10(a), Section 12.03, and Section 13.14, the Plan does not permit transfers of any portion of a Participant's Account held by the Trustee to be transferred to another plan described in Code section 403(b) or any other retirement plan.

8.11 CARES Act

(a) Coronavirus-Related Distributions. The Plan did not provide for coronavirus-related distributions as such term is defined in Section 2202(a)(4)(A) of the Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act").

(b) Loan Relief. The Plan did not provide for the loan relief described in Section 2202(b) of the CARES Act.

ARTICLE IX **MINIMUM DISTRIBUTION REQUIREMENTS**

9.01 Required Beginning Date. Notwithstanding any other provision in the Plan to the contrary, the entire interest of each Participant will be distributed, or begin to be distributed, beginning no later than April 1 following the later of the calendar year in which the Participant attains age 72 (except as provided in the following sentence) or the calendar year in which the Participant retires. For Participants who attain age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½. Except as otherwise provided herein, this Article IX shall be effective as of January 1, 2010.

9.02 Minimum Distribution Requirements. Notwithstanding any other provisions in this Plan, all distributions under this Plan will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations thereunder. The provisions of this Section 9.02 shall override any distribution options in the Plan inconsistent with the requirements of Code section 401(a)(9). Spousal consent shall not be required for a distribution that is made solely to comply with the requirements of Code § 401(a)(9).

Except as provided in Sections 9.02(a)(1) and 9.02(i), this Section 9.02 reflects the requirements of Code section 401(a)(9) and Treasury regulations thereunder as in effect prior to passage of the Setting Every Community Up for Retirement Enhancement Act of 2019 (“SECURE Act”) and the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”). The Plan shall be amended to reflect the provisions of the SECURE Act and the CARES Act, as applicable to this Section 9.02, within the time period for such amendments permitted under the SECURE Act and the CARES Act, respectively. Prior to such amendment, the Plan shall be operated in accordance with the applicable provisions of the SECURE Act and the CARES Act (and subsequent applicable guidance) governing required minimum distributions.

(a) Death of Participant Before Distributions Begin. If the Participant dies before distributions begin, the Participant’s entire interest will be distributed, or begin to be distributed, no later than as follows:

(1) If the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary, distributions to the surviving spouse will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died, or by December 31 of the calendar year in which the Participant would have attained age 72 (except as provided in the following sentence), if later. For Participants who would have attained age 70½ prior to January 1, 2020, the reference to age 72 in the preceding sentence shall be replaced with age 70½.

(2) If the Participant’s surviving spouse is not the Participant’s sole Designated Beneficiary, distributions to the Designated Beneficiary will begin by December 31 of the calendar year immediately following the calendar year in which the Participant died.

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

(4) If the Participant’s surviving spouse is the Participant’s sole Designated Beneficiary and the surviving spouse dies after the Participant but before distributions to the surviving spouse begin, Section 9.02(a), other than Section 9.02(a)(1) will apply as if the surviving spouse were the Participant.

(5) For purposes of Section 9.02(a) and for purposes Section 9.02(e), unless Section 9.02(a)(4) applies, distributions are considered to begin on the

Participant's Required Beginning Date. If Section 9.02(a)(4) applies, distributions are considered to begin on the date distributions are required to begin to the surviving spouse under Section 9.02(a)(1).

(b) Forms of Distribution. Unless the Participant's interest is distributed in the form of a lifetime benefit, fixed period benefit or in a single sum in a manner to satisfy the requirements of Code section 401(a)(9) and the Treasury Regulations, distributions will be made in accordance with Sections 9.02(d) and 9.02(e). If the Participant's interest is distributed in the form of a lifetime or fixed period benefit, distributions thereunder will be made in accordance with the requirements of Code section 401(a)(9) and the Treasury Regulations.

(c) Any Annuity Payments. Required annuity payments are considered to begin on the Participant's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving spouse under Section 9.02(a)(1) or (4) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an annuity contract meeting the requirements of Treasury Regulations section 1.401(a)(9)-6 or under the Plan, then required annuity payments are considered to begin on the annuity starting date. If any portion of the Participant's Account is distributed as an annuity, the distribution periods described in this Section 9.02 cannot exceed the periods specified in Treasury Regulations section 1.401(a)(9)-6. Payments must be made in periodic payments at intervals of no longer than 1 year and must be either non-increasing or they may increase only as provided in Q&A-1 and Q&A-4 of Treasury Regulations section 1.401(a)(9)-6. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of Treasury Regulations section 1.401(a)(9)-6.

(d) Required Minimum Distributions During Participant's Lifetime.

(1) Amount of Required Minimum Distribution For Each Distribution Calendar Year. During the Participant'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 Participant's Account balance by the distribution period in the Uniform Lifetime Table set forth in Q&A-2 of Treasury Regulations Section 1.401(a)(9)-9, using the Participant's age as of the Participant's birthday in the distribution calendar year; or,

(B) If the Participant's sole Designated Beneficiary for the distribution calendar year is the Participant's spouse, the quotient obtained by dividing the Participant's Account balance by the number in the Joint and Last Survivor Table set forth in Q&A-3 of Treasury Regulations section 1.401(a)(9)-9, using the Participant's and spouse's attained ages as of the Participant's and spouse's birthdays in the distribution calendar year.

(2) Lifetime Required Minimum Distributions Continue Through Year of Participant's Death. Required minimum distributions will be determined under this Section 9.02(d) beginning with the first distribution calendar year and up to and including the distribution calendar year that includes the Participant's date of death.

(e) Required Minimum Distributions After Participant's Death.

(1) Death On or After Date Distributions Begin.

(A) Participant Survived By Designated Beneficiary. If the Participant 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 Participant's death is the quotient obtained by dividing the Participant's Account balance by the longer of the remaining life expectancy of the Participant or the remaining life expectancy of the Participant's Designated Beneficiary, determined as follows:

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

(ii) If the Participant's surviving spouse is the Participant's sole Designated Beneficiary, the remaining life expectancy of the surviving spouse is calculated for each distribution calendar year after the year of the Participant'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 Participant's surviving spouse is not the Participant'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 Participant's death, reduced by one for each subsequent year.

(B) No Designated Beneficiary. If the Participant 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 Participant's death, the minimum amount that will be distributed for each distribution calendar year after the year of the Participant's death is the quotient obtained by dividing the Participant's Account balance by the Participant's remaining life

expectancy calculated using the age of the Participant in the year of death, reduced by one for each subsequent year.

(f) Death Before Date Distributions Begin.

(1) Participant Survived by Designated Beneficiary. If the Participant 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 Participant's death is the quotient obtained by dividing the Participant's Account balance by the remaining life expectancy of the Participant's Designated Beneficiary, determined as provided in Section 9.02(e)(1).

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

(3) Death of Surviving Spouse Before Distributions to Surviving Spouse are Required to Begin. If the Participant dies before the date distributions begin, the Participant's surviving spouse is the Participant's sole Designated Beneficiary, and the surviving spouse dies before distributions are required to begin to the surviving spouse as provided under Section 9.02(a)(1), this section 9.02(f) will apply as if the surviving spouse were the Participant.

(g) Definitions.

(1) Designated Beneficiary. The individual who is designated as the Beneficiary under Section 2.05 and is the Designated Beneficiary under Code section 401(a)(9) and Treasury Regulations 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 Participant's death, the first distribution calendar year is the calendar year immediately preceding the calendar year which contains the Participant's Required Beginning Date. For distributions beginning after the Participant's death, the first distribution calendar year is the calendar year in which distributions are required to begin under Section 9.02(a). The required minimum distribution for the Participant's first distribution calendar year will be made on or before the Participant'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 Participant'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) Participant's Account balance. The Account balance 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.

(5) Required Beginning Date. The date specified in Section 9.01.

(h) 2009 Temporary Waiver of Minimum Distribution Requirements.

(1) In accordance with the Worker, Retiree, and Employer Recovery Act of 2009, notwithstanding any provisions of this Section 9.02, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2009 but for the enactment of Code section 401(a)(9)(H) ("2009 RMDs") was permitted to elect to suspend such distribution for the 2009 distribution calendar year.

(2) A 2009 RMD described in subsection 9.02(h)(1) shall be treated as an eligible rollover distribution in accordance with the provisions of Section 8.15; provided, however, that the 2009 RMD shall not be treated as an eligible rollover distribution for purpose of the notice and written explanation of the direct rollover requirement or for the mandatory income tax withholding requirement under Code section 3504(c).

(3) Notwithstanding any other provision in this Plan to the contrary, future minimum distribution requirements will be administered in accordance with any applicable relief provided by the Internal Revenue Service.

(i) 2020 Temporary Waiver of Minimum Distribution Requirements.

(1) In accordance with the Coronavirus Aid, Relief, and Economic Security (CARES) Act, notwithstanding any provisions of this Section 9.02, a Participant or Beneficiary who would have been required to receive required minimum distributions for 2020 (or paid in 2021 for the 2020 calendar year for a Participant with a required beginning date of April 1, 2021) but for the enactment of Code section 401(a)(9)(I) ("2020 RMDs") and who would have satisfied that requirement by receiving distributions that are equal to the 2020 RMDs received such distribution (without the requirement of spousal consent) unless the Participant or Beneficiary chose not to receive the distribution. Payment of Extended 2020 RMDs (one or more payments (that include the 2020 RMDs) in a series of substantially equal periodic payments made at least annually and expected to last for the life (or life expectancy) of the participant, the joint lives (or joint life expectancies) of the participant and the participant's designated beneficiary, or for

a period of at least 10 years) was governed by the terms of the Plan without regard to the CARES Act waiver.

(2) For purposes of the direct rollover provisions of the Plan, 2020 RMDs were treated as eligible rollover distributions in 2020; provided, however, that the 2020 RMDs were not treated as eligible rollover distributions for purpose of the notice and written explanation of the direct rollover requirement or for the mandatory income tax withholding requirement under Code section 3504(c).

(3) Notwithstanding any other provision in this Plan to the contrary, future minimum distribution requirements will be administered in accordance with any applicable relief provided by the Internal Revenue Service.

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

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

ARTICLE X **TRUST FUND AND TRUSTEES**

10.01 Establishment of Trust. Eder shall maintain a Trust as part of the Plan in order to implement and carry out the provisions of the Plan and to finance the benefits under portion of the Plan that constitutes the retirement income accounts administered by Eder. The Trustees shall be appointed by Eder.

10.02 Transactions by Trustee. All contributions under the retirement income accounts administered by Eder will be paid to the Trustee. The Trustee is authorized to hold, invest, reinvest or control and disburse assets of the Trust Fund as set forth in the Trust or this Plan. The Trustee may, in its own discretion, maintain in cash such part of the Trust Fund as the Trustee shall deem necessary for the proper administration of the Plan. Any cash in the Trust Fund may, pending the disposition or investment of such cash for the purposes of the Plan, be temporarily invested in short-term securities. Such short-term securities may from time to time be sold by the Trustee to provide cash for purposes of the Plan. Purchases and sales of investments for the Trust Fund may be made by the Trustee in accordance with the investment policy of Eder. Brokerage commissions, transfer taxes, and other charges and expenses in connection with the purchase and sale of securities held in the Trust Fund and other related expenses as determined by Eder shall be charged to the Trust Fund. Any income or other taxes payable shall likewise be charged to the Trust Fund.

10.03 Retirement Benefit Reserve. Eder shall establish and maintain a Retirement Benefit Reserve under the Trust which shall include that portion of the assets in the Plan which is necessary to fund the benefit obligations to Participants and Beneficiaries who are currently entitled to receive payments from the Plan pursuant to Sections 8.01, 8.02 or 8.03. At no time shall any of the assets in the Retirement Benefit Reserve be used for any purpose other than exclusively to provide benefit payments under Sections 8.01, 8.02 or 8.03 to such Participants and Beneficiaries.

10.04 Records and Reports. The Trustee shall keep full books of account in accordance with rules and procedures it prescribes. The Trustee shall, at least once during each calendar year, issue a report on the Trust Fund, which shall include a list of the investments comprising such Trust Fund at the end of the period covered by the report, showing the valuation placed on each item on such list by the Trustee at the end of such period, and the total of such valuations. Each Participant shall be advised from time to time, at least once during each Plan Year, as to the status of the Participant's Employer and Personal Accounts.

10.05 Exclusive Benefit Rule. All property and funds of the Trust, including income from investments and from all other sources, will be retained for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. No person will 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, or both.

ARTICLE XI

PLAN ADMINISTRATION

11.01 Benefit Trust. Eder shall administer the retirement income account portion of this Plan.

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

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

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

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

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

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

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

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

(h) 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.

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

11.04 Expenses. All costs and expenses incurred in connection with the general administration of the retirement income accounts administered by Eder shall be allocated among the funds in the Investment Fund in the proportion in which the amount invested in each such fund bears to the amount invested in all funds as of the appropriate Valuation Date. However, Eder has the right to determine that all costs and expenses directly identifiable to one fund be allocated to such fund.

11.05 Filing of Claim. A Plan Participant or Beneficiary shall make a claim for Plan benefits by filing a written request with Eder upon a form to be furnished to him for such purpose.

11.06 Denial of a Claim. If a claim is wholly or partially denied, Eder shall furnish the Employer and the Participant (or Beneficiary) with written notice of the disposition of a claim within thirty (30) days after all required forms and materials related to the application have been filed. In the event the claim is denied, Eder shall provide:

(a) The specific reason or reasons for denial;

(b) Specific references to pertinent Plan provisions on which denial is based;
and

(c) A description of any additional information needed to perfect the claim and an explanation of why such information is necessary.

11.07 Review of Denial. The Participant or Beneficiary shall have ninety (90) days from receipt of denial notice in which to make written application for review by Eder.

11.08 Decision upon Review. Eder shall notify the Participant (or Beneficiary) and the Employer within ten (10) days after a decision has been reached on appeal. The decisions of Eder shall be binding on all parties and shall be afforded the maximum deference permitted by law.

ARTICLE XII

AMENDMENT AND TERMINATION

12.01 Right to Amend. Eder shall have the right to amend this Plan at any time, provided, however, that the President of Eder shall have the authority to amend the Plan to the extent that such amendment is required to comply with statutory or regulatory requirements, or to make minor changes that do not have a financial impact on employers or employees participating in the Plan. 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, nor shall any amendment reduce the Account of any Participant, or the Beneficiary of any deceased Participant.

12.02 Right to Terminate. The Annual Conference expects the Plan to be ongoing, but since future conditions affecting the Plan cannot be anticipated or foreseen, Eder is authorized to terminate the Plan at any time; provided, however, that any such termination is subject to ratification by the Annual Conference.

12.03 Cessation of Participation.

(a) An Employer may withdraw from this Plan or cease all future contributions to this Plan upon proper written direction to Eder. Unless Eder exercises its right to require payment of all benefits as provided in Section 12.04 in the event of the complete termination of the Plan, or except as provided in subsection(b), the amounts maintained in Accounts of affected Participants shall remain to be used by Eder to pay benefits to or on behalf of the affected Participants in accordance with applicable provisions of the Plan.

(b) If an Employer withdraws from the Plan in accordance with the provisions of Section 12.03(a), Eder, in its sole and absolute discretion, may transfer the Accounts of the Participants who are currently employed by that Employer directly to a retirement plan that is eligible to receive such a transfer under the provisions of the Code and any applicable Treasury Regulations promulgated thereunder. To effect such a transfer, the affected Participants or the Employer shall complete such forms as Eder deems necessary to ensure that the applicable requirements of the Code related to such transfer are satisfied. Any such transfer must comply, to the extent applicable, with the requirements of Treasury Regulations section 1.403(b)-10(b)(3) and/or, to the extent applicable, the requirements of Code section 414(z) and any Treasury Regulations promulgated thereunder, as well as with any rules and procedures established by the Benefits Trust for such purposes. The Accounts of Participants who are former Employees of the Employer will not be transferred pursuant to this Section.

(c) Effective upon receipt of an Employer's direction that it is withdrawing from participation in the Plan, the Accounts of Participants shall be applied or distributed in accordance with the provisions of the Plan which are applicable at the time of such direction; provided, however, unless the Benefits Trust expressly consents in writing, Participants who are then currently employed by the withdrawing Employer shall, as of such date, no longer be entitled to elect to have their Plan Accounts paid in the form of an annuity pursuant to Section 8.04(b). In addition, the withdrawing Employer shall not be permitted to amend its Adoption Agreement on or after the date of such direction without the express written consent of the Benefits Trust.

12.04 Distribution Upon Termination. In the event of termination of the Plan, the amounts maintained in Accounts shall become nonforfeitable and, unless Eder exercises the right reserved in the next succeeding sentence, remain to be used to pay benefits to or on behalf of the Participants in accordance with the applicable provisions of the Plan. Eder 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 Eder (whether or not in pay status) under any other provision of this Plan; provided, however, that any such distribution shall comply with the requirements of Treasury Regulation section 1.403(b)-10(a).

ARTICLE XIII **MISCELLANEOUS PROVISIONS**

13.01 Prohibition Against Diversion. Subject to Code section 414(p) and Section 13.09, there shall be no diversion of any portion of the assets of the Plan other than for the exclusive benefit of Participants and their Beneficiaries; provided, however, that this Section 13.01 shall not prevent the payment to Eder of the reasonable costs of administering the Plan in accordance with the provisions of Section 11.04. The Employer shall have no right, title, or interest in the contributions made to the Trust Fund under the Plan and no part of the Trust Fund shall revert to the Employer except as provided in Section 4.08. For this purpose, assets are treated as diverted to the Employer if there is a loan or other extension of credit from assets in the Trust Fund to the Employer.

13.02 Responsibilities of Parties. Eder shall be responsible for the administration and management of the portion of the Plan that constitutes the retirement income accounts, and shall have responsibility for the management and control of the assets in such retirement income accounts.

13.03 Notification of Mailing Address. Each Participant and other person entitled to benefits hereunder shall register from time to time with Eder 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 Eder shall constitute adequate payment to such person and be binding on such person for all purposes of the Plan. Eder shall not be under any obligation to search for or ascertain the whereabouts of any such person.

13.04 Unclaimed Benefits. If any benefits payable to, or on behalf of, a Participant are not claimed within a period of five (5) years following the date payment is due', and if the Participant's whereabouts is unknown to Eder after such Benefit Trust has sent a registered letter to the last known address and has made inquiry of the known applicable Employer, Eder may dispose of or use the benefit in such a way as Eder deems appropriate, fully discharging the Plan and Eder of all liability with respect thereto.

13.05 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 Qualified Domestic Relations Order described in Section 13.09, 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.

13.06 Facility of Payment. Whenever, in Eder'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, Eder 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 Eder deems advisable. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 13.06 shall completely discharge the obligation for making such payment under the Plan.

13.07 Limitations on Liability. Eder 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. All benefits hereunder are contingent upon and payable solely from such contributions as shall be received by the retirement income account administered by Eder under the Plan and investment results on those contributions. No financial obligations, other than those which can be met by the contributions actually received and the investment results, shall be assumed by Eder. The members of Eder shall not be personally responsible or otherwise liable for the payment of any benefits hereunder.

13.08 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.

13.09 Qualified Domestic Relations Orders. Upon the direction in a qualified domestic relations order ("QDRO") issued by a court of competent jurisdiction, Eder shall segregate the amounts in a Participant's Plan Account for the purpose of making benefit payments in accordance with Article VIII and this Section 13.09. Where appropriate and with the consent of the Participant, Eder shall provide to the parties involved data related to such accounts and assist them or the court in interpreting this data. Any expense incurred by Eder related to this procedure shall,

to the extent permitted by law, be deducted from the Plan account of the Participant. The amounts directed or assigned to the Participant and to the Participant's spouse or former spouse shall not exceed the value of the Participant's Plan accounts as of the date of the domestic relations order. For purposes of this Plan, a QDRO means any judgment, decree, or order (including approval of a property settlement agreement) which clearly identifies the Plan and Account to which it applies, and which

(a) relates to the provision of child support, alimony payments, or marital property rights to an Alternate Payee;

(b) is made pursuant to a state domestic relations law (including a community property law);

(c) creates or recognizes the existence of an Alternate Payee's rights to all or a portion of the Participant's account or benefit; and

(d) clearly specifies the name and last known address of the Participant and each Alternate Payee, the amounts or percentages of the Account to be paid to each Alternate Payee, and the number of payments or period for which the order applies.

Notwithstanding any other provision of this Plan, for an Alternate Payee whose sole interest under the Plan is the amounts directed or assigned to such individual pursuant to a QDRO, such Alternate Payee shall not be permitted to receive payment of benefits in the forms described in Section 8.06(b), regardless of such Alternate Payee's marital status.

If an individual has an Account under the Plan as a result of contributions made pursuant to Article IV, the distribution of any amounts directed or assigned to such individual pursuant to a QDRO shall be subject to the elections made by such individual pursuant to Article VIII with respect to his/her Account.

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

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

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

13.13 Exclusions and Separability. Each provision hereof shall be independent of each other provision hereof, and if any provision of this Plan proves to be void or invalid as to any Participant or group of Participants, such provision shall be disregarded and shall be deemed to be null and void and 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.

13.14 Church Plan Transfers and Mergers.

(a) Eder shall have the authority to: (i) permit and provide for the transfer of accrued benefits between church plans and annuity contracts and the merger of church plans as described in Code section 414(z); and (ii) accept the direct transfer of plan assets, or to transfer plan assets, as a party to any such transfer or merger, pursuant to the requirements of Code section 414(z). Any merger or transfer pursuant to this Section 13.14 shall be subject to the following requirements:

(1) The plans involved in such transfer or merger are maintained by the same church or convention or association of churches within the meaning of Code section 414(e) (including an organization described in Code sections 414(e)(3)(A) or (B)(ii)); and

(2) A Participant's or Beneficiary's account balance in the recipient or surviving plan immediately after such transfer or merger must be equal to or greater than the Participant's or Beneficiary's account balance(s) immediately before the transfer or merger, and such total accrued benefit must be 100% nonforfeitable after the transfer or merger;

(b) Eder shall have the authority to establish such sub-accounts as are necessary to recordkeep and administer any transferred or merged-in contribution sources that are not able to be added to an existing sub-account under the Plan.

(c) Eder may require such documentation from the other plan as it deems necessary to effectuate the transfer or merger in accordance with requirements of this section and Code section 414(z).

(d) For purposes of this section, the term "accrued benefit" means the balance of the Participant's or Beneficiary's account under the plan.

ARTICLE XIV
SPECIAL PROVISIONS APPLICABLE TO NON-QCCOs

14.01 Applicability of Article XIV. This Article XIV shall apply only to any Employer that is a Non-Qualified Church-Controlled Organization, except to the extent a substitute provision for a specific subsection of this Article XIV is set forth in an applicable Adoption Agreement.

14.02 Eligibility.

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

(b) Subject to the permitted exclusions described in Section 14.02(c), if elected in an applicable Adoption Agreement, all employees of the Employer, whether or not covered under the provisions of Subsection 14.02(a), may make voluntary Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions pursuant to a Salary Reduction Agreement, provided, however, that any such employee is not entitled to receive any additional contributions from the Employer because of such voluntary Tax-Sheltered Contributions or Roth Contributions (unless otherwise eligible for such additional contributions under the terms of an applicable Adoption Agreement). The Employer must provide each employee with an effective opportunity to make Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions, including effective notice of the right to make such contributions.

(c) For purposes of determining eligibility to make Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions, an Employer shall be permitted to impose the following exclusions but shall not be permitted to impose any other exclusions:

(1) Employees who are eligible under another Code section 403(b) plan of the Employer which permits an amount to be contributed or deferred at the election of the Employee.

(2) Employees who are eligible to make a cash or deferred election (as defined at Treasury Regulations section 1.401(k)-1(a)(3)) under a Code section 401(k) plan of the Employer.

(3) Employees who are nonresident aliens described in Code section 410(b)(3)(C).

(4) Employees who are students performing services described in Code section 3121(b)(10).

(5) Employees who normally work fewer than 20 hours per week. An Employee normally works fewer than 20 hours per week if, for the 12-month period beginning on the date the Employee's employment commenced, the Employer reasonably expects the Employee to work fewer than 1,000 Hours of Service in

such period, and, for each Plan Year ending after the close of that 12-month period, the Employee has worked fewer than 1,000 Hours of Service in the preceding 12-month period. Under this provision, an Employee who works 1,000 or more Hours of Service in a Plan Year ending after the close of the 12-month period beginning on the date the Employee's employment commenced shall then be eligible to make Tax-Sheltered Contributions (and, if permitted pursuant to Section 4.02, Roth Contributions) to the Plan with respect to the next following Plan Year. Effective January 1, 2019, pursuant to the relief provided in Internal Revenue Service Notice 2018-95, once an Employee becomes eligible to have Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions, made on his or her behalf under the Plan under this standard, the Employee cannot be excluded from eligibility to have Tax-Sheltered Contributions and, if permitted pursuant to Section 4.02, Roth Contributions, made on his or her behalf in any later year under this standard.

In addition to the foregoing exclusions, Eder may establish an annual minimum deferral amount no higher than \$200 and may change such minimum to a different amount (but not in excess of \$200) from time to time.

14.03 Additional Limitation on Contributions. In addition to the limitations on contributions contained in Article VI, to the extent required under the provisions of Code section 403(b)(12)(A)(i) and Treasury Regulations thereunder, Employer Matching Contributions made in any Plan Year will be limited to the extent necessary so that, for each Plan Year, the limitations of this Section 14.12 are satisfied. Tax-Paid Contributions, if permitted under the Plan, are required to be taken into account for purposes of ACP testing and corrections. (Sections 14.03 and 14.04 do not reference Tax-Paid Contributions because they are not currently permitted under the Plan. In the event that Tax-Paid Contributions are permitted under the Plan, Sections 14.03 and 14.04 must be applied in a manner that takes such contributions into account for purposes of ACP testing and corrections.)

(a) **Current Year Testing.** The current Plan Year's ACP for Participants who are Highly Compensated Employees for each Plan Year and the current Plan Year's ACP for Participants who are Non-Highly Compensated Employees must satisfy one of the following tests:

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

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

(b) Prior Year Testing. If elected by the Employer in the Adoption Agreement, the ACP tests in Section 14.03(a) above will instead be applied by comparing the current Plan Year's ACP for Participants who are Highly Compensated Employees for each Plan Year and the prior Plan Year's ACP for Participants who are Non-Highly Compensated Employees, subject to the restrictions described in this Section 14.03(b). An Employer that has used current year testing may only elect prior year testing for a Plan Year if: (1) the Plan has used current year testing in each of the preceding five (5) Plan Years (or, if less, the number of Plan Years the Employer's Plan has been in existence); or (2) as a result of a merger or acquisition described in Code section 410(b)(6)(C), the Employer maintains both a plan using prior year testing and a plan using current year testing and the change is made within transition period described in Code section 410(b)(6)(C)(ii). If prior year testing is elected, for the first Plan Year this Plan provides for Employer Matching Contributions or permits a Participant to make Tax-Paid Contributions, or both, and this is not a successor plan, for purposes of the ACP tests in Section 14.03(a), the prior year's Non-Highly Compensated Employees' ACP shall be three percent unless the Employer has elected in the Adoption Agreement to use the Plan Year's ACP for these Participants.

(c) Special Rules.

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

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

(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. 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, Tax-Paid Contributions are considered to have been made in the Plan Year in which contributed to the Plan. Employer

Matching Contributions and Qualified Non-elective 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.

(d) Definitions.

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

(2) “Contribution Percentage” means the ratio (expressed as a percentage) of the Participant’s Contribution Percentage Amounts to the Participant’s compensation for the Plan Year. For this purpose, the definition of compensation must satisfy Code section 414(s) and Treasury Regulation § 1.414(s)-1 (which require that such definition be nondiscriminatory). The Employer may elect any alternative definition of compensation permitted under Code section 414(s) and Treasury Regulation § 1.414(s)-1 for purposes of applying the limitations described in this Section 14.03 and the corrections described in Section 14.04.

(3) “Contribution Percentage Amounts” means the sum of the Tax-Paid Contributions and Employer Matching Contributions made under the Plan on behalf of the Participant for the Plan Year. The Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.

(4) “Eligible Participant” means any Employee who is eligible to make Tax Paid Contribution, or to receive an Employer Matching Contribution.

(5) “Highly Compensated Employee” means an Employee described in Code section 414(q) of the Code, and includes any Employee who (1) for the preceding year had Includible Compensation (as defined in Section 6.01) from the Employer in excess of \$135,000, as adjusted by the Secretary of the Treasury pursuant to Code section 415(d); and (2) if the Employer elects the application of this clause for such preceding year, was in the top 20% of Employees of the Employer ranked by compensation for such preceding year. 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 Treasury Regulations section 1.414(q)-1T, A-4 and IRS Notice 97-45.

(e) Notwithstanding anything in this Section 14.03, if the Employer elects to apply Section 14.07, then the requirements of Section 14.07 apply.

(f) Notwithstanding anything in this Section 14.03 or Section 14.04 to the contrary, to the extent required under the provisions of Code section 403(b)(12), the limitations described in this subsection shall be determined in accordance with Code section 401(m) and Treasury Regulations thereunder.

14.04 Correction of Excess Aggregate Contributions. To the extent required by applicable law, contributions which exceed the limitations of Section 14.03 will be corrected at the election of the Employer by either (a) or (b) below, or a combination thereof:

(a) Distribution. Notwithstanding any other provision of the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than 12 months after a Plan Year to Participants to whose accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the Highly Compensated Employees with the largest Contribution Percentage taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. Except as provided in Section 4.04(h), if such Excess Aggregate Contributions are distributed more than 2½ months (or such other period as described in Section 4.04(h) or as otherwise permitted by applicable regulations) 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 with respect to those amounts. Excess Aggregate Contributions shall be treated as Annual Additions under the Plan even if distributed.

(1) Determination of Income or Loss. Excess Aggregate Contributions shall be adjusted for any income or loss. The income or loss allocable to Excess Aggregate Contributions allocated to each Participant is the income or loss allocable to the Participant's Employer Matching Contributions Account, and, if applicable, Qualified Non-elective Contributions Account for the Plan Year multiplied by a fraction, the numerator of which is such Participant's Excess Aggregate Contributions for the year and the denominator is the Participant's accumulated benefit(s) attributable to Contribution Percentage Amounts without regard to any income or loss occurring during such Plan Year.

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

(b) Qualified Non-Elective Contributions. In lieu of reducing Employer Matching Contributions made by or for Highly Compensated Employees, the Employer may make Qualified Non-Elective Contributions on behalf of Participants who are not Highly Compensated Participants in an amount to be determined by the Employer, for the purpose of satisfying the limitation in Section 14.03(a). Qualified Non-Elective Contributions will be allocated to Participants who are not Highly Compensated Participants in the ratio which each such Participant's compensation (as determined under Code section 414(s)) bears to the total compensation of all such Participants for such Plan Year.

14.05 Allocation of Responsibility. Eder shall not be liable for any assessments, penalties, or taxes of any kind imposed by any Federal authority because of the failure of the

Employer to satisfy the requirements of Code section 403(b)(12). It is the responsibility of the Employer to take all action necessary to determine whether the requirements of Code section 403(b)(12) are met.

14.06 Multiple Vendor Requirements. The following provisions apply to an Employer described in Section 14.01 that establishes a plan pursuant to this Plan document and utilizes multiple Funding Vehicles under its Plan.

(a) Establishment of Plan. To the extent permitted by applicable law, Treasury Regulations and other guidance, an Employer intends that any Funding Vehicles utilized under this Plan will be investments of this Plan and will not be subject to the requirements of either Code section 403(b)(1) or 403(b)(7), and instead will be subject to the requirements of Code section 403(b)(9).

(b) Plan Administrator. Notwithstanding the provisions of Section 11.01, the Employer shall be responsible for the administration of its Plan and coordinating compliance with respect to all Funding Vehicles under its Plan.

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

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

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

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

(2) the Vendor providing information to the Employer or other Vendors concerning the Participant's or Beneficiary's Code section 403(b) contracts,

custodial accounts, or retirement income accounts or qualified employer plan benefits (to enable a Vendor to determine the amount of any rollover accounts that are available to satisfy the financial need under the hardship withdrawal rules (pursuant to Treasury Regulation section 1.401(k)-1(d)(3)(iv)(E)); and

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

(f) Changes in Investments and Contract Exchanges.

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

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

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

(h) Vendor Contracts Control Investment, Distribution and Claims. The terms of the individual Vendor Contract shall control the investment, distributions of, and loans made with respect to all Contributions made pursuant to such Vendor Contract, as well as the resolution of any claims relating to such Contributions.

(i) Definitions. For purposes of this Section 14.06, the following definitions shall apply:

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

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

14.07 Safe Harbor Option.

(a) Definitions. For purposes of this Section 14.07, the following definitions apply:

(1) The term “Elective Deferrals” means the Tax-Sheltered Contributions and Roth Contributions made on behalf of an Eligible Employee.

(2) The term “Eligible Employee” means any Employee who is eligible to make Tax-Sheltered Contributions or Roth Contributions under the Plan for any part of the Plan Year or who would be eligible to make Tax-Sheltered Contributions or Roth Contributions but for a statutory limitation. Any alteration in an Adoption Agreement to the definition of Eligible Employee must be approved by Eder and must not cause the Employer’s Plan to cease to be a safe harbor plan.

(3) The term “Highly Compensated Participant” means an Eligible Employee who is a Highly Compensated Employee as defined in Section 14.03.

(4) The term “Non-Highly Compensated Participant” means an Eligible Employee who is not a Highly Compensated Participant.

(b) Effect of Election and Operational Compliance. If the Employer has elected the Employer Safe Harbor Contribution or Employer Safe Harbor Matching Contribution options in an Adoption Agreement for a Plan Year and operationally satisfies the safe harbor provisions of this Section 14.07 for the Plan Year, the provisions of this Section 14.07 shall apply for the Plan Year and any provisions relating to the actual contribution percentage test described in Section 14.07 and in Code section 401(m)(2) shall not apply for the Plan Year.

(c) Notice Requirement. Within a reasonable period before the beginning of the Plan Year (or, in the year an employee becomes eligible, within a reasonable period before the employee becomes eligible), the Employer must provide each Eligible Employee a notice of the Eligible Employee’s rights and obligations under the Plan, which is sufficiently accurate and comprehensive to inform the Eligible Employee of the Eligible Employee’s rights and obligations under the Plan and is written in a manner calculated to

be understood by the average Eligible Employee. The timing requirement for providing such notice shall be deemed to be satisfied if notice is given to each Eligible Employee at least 30 days, but not more than 90 days, before the beginning of the Plan Year. If an employee becomes eligible after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the timing requirement is deemed to be satisfied if the notice is provided no more than 90 days before the employee becomes eligible but not later than the date the employee becomes eligible. If it is not practicable for the notice to be provided on or before the date specified in the Plan that an employee becomes eligible, the notice will nonetheless be treated as provided timely if it is provided as soon as practicable after that date and the employee is permitted to elect to defer from all types of Salary that may be deferred under the Plan earned beginning on the date the employee becomes eligible.

(d) Contribution Requirements. The Employer must satisfy one of the following contribution requirements:

(1) Safe Harbor Nonelective Contribution. The Employer must make a fixed nonelective Employer Contribution equal to 3% of an Employee's Salary on behalf of each Eligible Employee without regard to whether such Eligible Employee makes Elective Deferrals. All such contributions shall be credited to the Participant's Safe Harbor Contributions Account.

(2) Safe Harbor Matching Contribution. The Employer must make either a Basic Safe Harbor Matching Contribution described in Section 14.07(d)(2)(A) or an Enhanced Safe Harbor Matching Contribution described in Section 14.07(d)(2)(B). All such contributions shall be credited to the Participant's Safe Harbor Contributions Account.

(A) Basic Safe Harbor Matching Contribution. A Basic Safe Harbor Matching Contribution is an Employer Matching Contribution in an amount equal to 100% of an Eligible Employee's Elective Deferrals which do not exceed 3% of Salary, plus 50% of Elective Deferrals which exceed 3%, but do not exceed 5% of Salary.

(B) Enhanced Safe Harbor Matching Contribution. If permitted by Eder as a plan design option, an Enhanced Safe Harbor Matching Contribution is an Employer Matching Contribution made in accordance with a formula the Employer elects in an Adoption Agreement under which: (i) at any rate of Elective Deferrals, a Participant receives an Employer Matching Contribution that is at least equal to the Employer Matching Contribution the Participant would receive under the Basic Matching Contribution formula; and (ii) each of the requirements described in Section 14.07(e)(1), (2) and (4) are satisfied. (An Enhanced Safe Harbor Matching Contribution formula may not be discretionary.)

A Participant's Safe Harbor Contributions Account shall be 100% vested at all times. Subject to any other distribution restrictions described in the Plan, a Participant's

Safe Harbor Contributions Account and Safe Harbor Matching Contributions Account may not be distributed earlier than the Participant's severance from employment, attainment of age 59½, death, or disability (within the meaning of Code section 72(m)(7)), or termination of the Plan without the establishment or maintenance of another defined contribution plan.

(e) Additional Matching Contributions. If permitted by Eder as a plan design option and an Employer elects in an Adoption Agreement to make Employer Matching Contributions that are in addition to the Safe Harbor Matching Contribution described in Section 14.07(d)(2), such additional Employer Matching Contributions shall be subject to the following requirements:

(1) The rate of Employer Matching Contributions on behalf of an Eligible Employee must not increase as the rate of an Eligible Employee's Elective Deferrals increase.

(2) Employer Matching Contributions must not be made with respect to Elective Deferrals that exceed 6% of the Eligible Employee's Salary.

(3) Employer Matching Contributions that are discretionary must not exceed 4% of the Eligible Employee's Salary.

(4) The ratio of Employer Matching Contributions on behalf of a Highly Compensated Participant to that Highly Compensated Participant's Elective Deferrals for that Plan Year must be no greater than the ratio of Employer Matching Contributions to Elective Deferrals that would apply with respect to any Non-Highly Compensated Participant for whom the Elective Deferrals are the same percentage of Salary.

Such additional Employer Matching Contributions shall be credited to the Participant's Employer Matching Contributions Account and shall vest in accordance with the provisions of Section 7.02.

(f) Timing of Contributions. If the Employer elects to compute any Employer Matching Contributions under this Section 14.07 (whether a Safe Harbor Matching Contribution under Section 14.07(d)(2) and/or an Additional Matching Contributions under Section 14.07(e)) on a time period which is less than the Plan Year, the Employer must contribute such Employer Matching Contributions no later than the end of the Plan Year quarter which follows the quarter in which the Elective Deferral that gave rise to the Employer Matching Contributions was made. If the time period for computing the Employer Matching Contributions is the Plan Year, the Employer must contribute the Employer Matching Contributions to the Plan no later than twelve months after the end of the Plan Year to which the Employer Matching Contributions are allocated.

(g) Salary. For purposes of allocating any Employer Matching Contributions under this Section 14.07 (whether a Safe Harbor Matching Contribution under Section 14.07(d)(2) and/or an Additional Matching Contribution under Section 14.07(e)), if any, the definition of Salary must satisfy Code section 414(s) and Treasury Regulation § 1.414(s)-1 (which require that such definition be nondiscriminatory). The Employer in its

Adoption Agreement may not elect to limit Non-Highly Compensated Participant Salary to a specified dollar amount, except as required under Code section 401(a)(17).

(h) No Allocation Conditions. The Plan must provide for allocation of any contribution described in this Section 14.07 to all Eligible Employees. The Plan may not condition an Eligible Employee's receipt of any contribution described in this Section 14.07 on completion of a certain number of hours during the Plan Year or on employment on a certain day during the Plan Year.

(i) Additional Restrictions Under the Safe Harbor Plan Rules. The requirements of Treasury Regulation § 1.401(m)-3, as applicable to the Plan, shall apply to an Employer's election to apply the safe harbor provisions of this Section 14.07 and are hereby incorporated by reference.

IN WITNESS WHEREOF, the Plan has been amended and restated this 27th day of December 2022, effective December 1, 2022.

EDER FINANCIAL, INC.

By: *Donna M. Rhodes*
Donna M. Rhodes (Dec 27, 2022 09:08 EST)

Title: Board Chair







2022 Eder LPD Restatement_Clean_for Signature

Final Audit Report

2022-12-27

Created:	2022-12-24
By:	Michelle Kilbourne (mkilbourne@eder.org)
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-  Document created by Michelle Kilbourne (mkilbourne@eder.org)
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