

Approved by the Board of Trustees 5.12.23

**THE UNITED CHURCH OF CHRIST
LIFETIME RETIREMENT INCOME PLAN**

Amended and Restated
Effective as of September 1, 2023



Table of Contents

	Page
ARTICLE I DEFINITIONS	1
Section 1.01 “Account”	1
Section 1.02 “Accumulations”	1
Section 1.03 “ACP”	1
Section 1.04 “Active Member”	1
Section 1.05 “Adoption Agreement”	2
Section 1.06 “After-Tax Contribution”	2
Section 1.07 “Alternate Payee”	2
Section 1.08 “Annuitant”	2
Section 1.09 “Annuitant Member”	2
Section 1.10 “Annuity”	2
Section 1.11 “Annuity Starting Date”	2
Section 1.12 “Association”	2
Section 1.13 “Balanced Benefit Annuity”	2
Section 1.14 “Basic Annuity”	2
Section 1.15 “Beneficiary”	3
Section 1.16 “Board of Trustees”	3
Section 1.17 “Catch-Up Contributions”	3
Section 1.18 “CDC”	3
Section 1.19 “Church”	3
Section 1.20 “Church Plan”	4
Section 1.21 “Code”	4
Section 1.22 “Compensation”	4
Section 1.23 “Conference”	4
Section 1.24 “Contributions”	4
Section 1.25 “Contribution Percentage”	4
Section 1.26 “Contribution Percentage Amounts”	4
Section 1.27 “CRD”	4
Section 1.28 “Designated Beneficiary”	4
Section 1.29 “Designated Roth Account”	5
Section 1.30 “Designated Roth Contribution”	5

Section 1.31	“Differential Wage Payment”	6
Section 1.32	“Direct Rollover”	6
Section 1.33	“Disability”	6
Section 1.34	“Disability Annuity”	6
Section 1.35	“Distributee”	6
Section 1.36	“Distribution Calendar Year”	7
Section 1.37	“Early Retirement Age”	7
Section 1.38	“Eligible Adoptee”	7
Section 1.39	“Effective Date”	7
Section 1.40	“Elective Deferral”	7
Section 1.41	“Eligible Church”	7
Section 1.42	“Eligible Non-Ministerial Member”	7
Section 1.43	“Eligible Retirement Plan”	7
Section 1.44	“Eligible Rollover Distribution”	8
Section 1.45	“Emergency Personal Expense Distribution”	8
Section 1.46	“Employee”	9
Section 1.47	“Employer”	9
Section 1.48	“Employer Contribution”	9
Section 1.49	“Equity Benefit Annuity”	10
Section 1.50	“ERISA”	10
Section 1.51	“Final Appeal Decision”	10
Section 1.52	“Forfeiture”	10
Section 1.53	“HEART Act”	10
Section 1.54	“Herring-Stark Forfeiture Account”	10
Section 1.55	“Herring-Stark Fund Account”	10
Section 1.56	“Herring-Stark Fund Contribution”	10
Section 1.57	“Highly Compensated Employee”	10
Section 1.58	“Inactive Member”	11
Section 1.59	“Includible Compensation”	11
Section 1.60	“In-Plan Roth Conversion”	11
Section 1.61	“In-Plan Roth Conversion Account”	11
Section 1.62	“Investment Fund”	11
Section 1.63	“Leased Employee”	11

Section 1.64	“Life Expectancy”	11
Section 1.65	“Matching Contribution”	11
Section 1.66	“Member”	11
Section 1.67	“Member’s Account Balance”	11
Section 1.68	“Minister”	12
Section 1.69	“Ministerial Member”	12
Section 1.70	“NGLI Contribution”	12
Section 1.71	“NGLI Contribution Account”	12
Section 1.72	“NGLI Contribution Forfeiture Account”	12
Section 1.73	“NGLI Program”	12
Section 1.74	“Non-Ministerial Member”	12
Section 1.75	“Non-QCCO”	12
Section 1.76	“Normal Retirement Age”	12
Section 1.77	“Notice”	12
Section 1.78	“Participating Annuity”	12
Section 1.79	“Pension Boards”	12
Section 1.80	“Plan”	13
Section 1.81	“Plan Year”	13
Section 1.82	“Present Value”	13
Section 1.83	“Pre-Tax Contribution”	13
Section 1.84	“Prior Plan”	13
Section 1.85	“Provisional Member”	13
Section 1.86	“QDRO”	13
Section 1.87	“Qualified Birth or Adoption Distribution”	13
Section 1.88	“Required Beginning Date”	14
Section 1.89	“Reserves for Annuitants”	14
Section 1.90	“Retirement Savings Account”	14
Section 1.91	“Retirement Savings Account Contribution”	14
Section 1.92	“Rollover Contribution”	14
Section 1.93	“Rollover Contribution Account”	14
Section 1.94	“Roth Rollover Contribution Account”	14
Section 1.95	“Roth Rollover Contribution”	14
Section 1.96	“Salary Reduction Agreement”	14

Section 1.97	“Service”	15
Section 1.98	“Severance Date”	15
Section 1.99	“Special Employer Contribution”	15
Section 1.100	“Spouse”	15
Section 1.101	“Surviving Spouse”	16
Section 1.102	“Taxable Year”	16
Section 1.103	“Ten Year Certain Beneficiary”	16
Section 1.104	“Terminated Member”	16
Section 1.105	“Transfer Contribution”	16
Section 1.106	“Transfer Contribution Account”	16
Section 1.107	“Trust”	16
Section 1.108	“Trust Agreement”	16
Section 1.109	“Trustee”	16
Section 1.110	“UCBMA”	16
Section 1.111	“United Church of Christ”	16
Section 1.112	“Valuation Date”	17
Section 1.113	“Vested”	17
ARTICLE II PARTICIPATION IN PLAN		17
Section 2.01	Eligibility	17
Section 2.02	Change In Employee Status.....	18
Section 2.03	Duration Of Participation	18
Section 2.04	Special Participation Rules.....	19
ARTICLE III CONTRIBUTIONS INTO AND LIMITATIONS OF THE PLAN		19
Section 3.01	Employer Contribution Types	19
Section 3.02	Member Contribution Types	21
Section 3.03	Transfer Contributions.....	22
Section 3.04	Rollover Contribution.....	23
Section 3.05	Time Of Payment Of Contributions	24
Section 3.06	Vesting.....	24
Section 3.07	Limits On Contributions.....	24
Section 3.08	Nondiscrimination in Matching Contributions.....	27
Section 3.09	Determination and Distribution of Excess Contributions	28
Section 3.10	Return Of Contributions	29

Section 3.11	In-Plan Roth Conversions.....	29
ARTICLE IV DISTRIBUTION OF BENEFITS.....		30
Section 4.01	Commencement of Retirement Benefits	30
Section 4.02	Manner Of Payment of Benefits.....	30
Section 4.03	Form of Benefit Payments.....	31
Section 4.04	Rules Applicable to Annuity Benefits.....	32
Section 4.05	Lump Sum Distributions of Small Balances	33
Section 4.06	Required Minimum Distributions.....	34
Section 4.07	Death Benefits	38
Section 4.08	Disability Benefits	40
Section 4.09	Distributions to Alternate Payees	41
Section 4.10	In-Service Distribution of Rollover and After-Tax Contributions	42
Section 4.11	Distribution of Retirement Savings Account	42
Section 4.12	Distribution Upon Severance Date.....	42
Section 4.13	Withdrawals for Certain Emergency Expenses	42
Section 4.14	Transfers Out of the Plan.....	43
Section 4.15	Hardship Distributions.....	43
Section 4.16	Distribution Of Transfer Contributions	43
Section 4.17	Eligible Rollover Distributions.....	43
Section 4.18	Ordering Rules For Distributions	44
Section 4.19	Loans	45
Section 4.20	Cares Act Distributions	45
Section 4.21	Designation Of Housing Allowance.....	45
Section 4.22	Qualified Birth Or Adoption Distributions.....	45
ARTICLE V INVESTMENT OF CONTRIBUTIONS & VALUATION OF ACCOUNTS		46
Section 5.01	Investment Funds.....	46
Section 5.02	Individual Accounts And Records.....	46
Section 5.03	Appointment Of Investment Manager.....	46
Section 5.04	Investment Of Members' Accounts.....	46
Section 5.05	Responsibility For Investments	47
Section 5.06	Limitations Imposed By Contract, Prospectus Or Other Documents Of Similar Import	47
Section 5.07	Investment Performance	47

Section 5.08	Quarterly Statements	48
ARTICLE VI ADMINISTRATION.....		48
Section 6.01	Duties of the Pension Boards	48
Section 6.02	Duties Of The United Church Of Christ And Its Conferences And Associations	49
Section 6.03	Duties Of A Church Or Employer.....	49
Section 6.04	Limitations On Obligations Of Pension Boards.....	50
Section 6.05	Exclusive Claims Procedure.....	50
Section 6.06	Delegation Of Authority.....	50
Section 6.07	Reliance on Data.....	51
Section 6.08	Deemed Acceptance of Acts or Omissions by the Pension Boards	51
Section 6.09	Facility Of Payment.....	51
Section 6.10	Fees And Expenses.....	52
Section 6.11	Limitation On Liability.....	52
Section 6.12	Persons Who Cannot Be Located and Forfeiture	52
Section 6.13	Ownership.....	52
Section 6.14	Retirement Income Account Status	52
ARTICLE VII MEMBER ADMINISTRATIVE PROVISIONS		53
Section 7.01	Address For Notification	53
Section 7.02	Beneficiary Designation	53
Section 7.03	No Beneficiary Designation	55
Section 7.04	Member Data Furnished To The Pension Boards	55
Section 7.05	Salary Reduction Agreement.....	55
ARTICLE VIII MISCELLANEOUS		56
Section 8.01	Adoption of Plan.....	56
Section 8.02	Employment Not Guaranteed.....	56
Section 8.03	Erroneous Payments	56
Section 8.04	No Assignment Or Alienation	56
Section 8.05	Notice, Designation, Election, Consent And Waiver	57
Section 8.06	Mandatory Arbitration.....	57
Section 8.07	Governing Law; Judicial Venue; Restriction on Class Actions	58
Section 8.08	Uniform Services Employment And Reemployment Rights Act Of 1994, As Amended (USERRA) And HEART Act Of 2008 Provisions.....	59

Section 8.09	Word Usage	60
Section 8.10	Disaster Relief	60
Section 8.11	IRS Levy.....	60
ARTICLE IX AMENDMENT, FREEZING, TERMINATION		60
Section 9.01	Amendment Of Plan Document	60
Section 9.02	Freezing Of Plan.....	61
Section 9.03	Plan Continuation By Successor	61
Section 9.04	Plan Merger Or Consolidation.....	61
Section 9.05	Termination Of Plan.....	61

**THE UNITED CHURCH OF CHRIST
LIFETIME RETIREMENT INCOME PLAN**

**Amended and Restated
Effective as of September 1, 2023**

The Pension Boards - United Church of Christ, Inc. adopts this Plan as an amendment and restatement of the Annuity Plan for The United Church of Christ most recently amended and restated effective as of February 18, 2022 and its predecessor plans. The Plan is intended to provide retirement income security to eligible Ministers and Employees consistent with the mission of the United Church of Christ. The Plan is intended to qualify as a Church Plan and a program of retirement income accounts under Code Section 403(b)(9).

The provisions of this Plan, as amended and restated, apply solely to Ministers, Employees, and deferred Vested Members as of and after the Effective Date. The rights and benefits of individuals who became entitled to benefits and received their entire benefit pursuant to the Prior Plan remain subject to the terms and conditions of the Prior Plan. The provisions set forth in this Plan are applicable only to those persons who meet the requirements for participation in Article II and Beneficiaries of former Members who are receiving or are entitled to receive benefits as of the Effective Date, including without limitation, contingent Annuitants, Beneficiaries, and Alternate Payees.

**ARTICLE I
DEFINITIONS**

Section 1.01 “Account” means the separate Account or Accounts that the Pension Boards maintains under the Plan for a Member, Beneficiary, or Alternate Payee and includes sub-Accounts created with respect to the Contributions described in Section 1.23.

Section 1.02 “Accumulations” means the total benefit to which a Member, Beneficiary, or Alternate Payee is entitled under the Plan.

Section 1.03 “ACP” means, for a specified group of Members (either Highly Compensated Employees or non-Highly Compensated Employees) for a Plan Year, the average of the Contribution Percentages of the Members who are eligible to make After-Tax Contributions and/or to receive Matching Contributions.

Section 1.04 “Active Member” means a Member:

- (A) Who
 - (1) has authorization for ministry in an Association or in a Conference acting as an Association of the United Church of Christ or as described in certain resolutions adopted by the Board of Trustees, or
 - (2) is an Employee of a Church or an Employer, and

- (B) Who is participating in the Plan by paying Contributions to the Plan or with respect to whom Contributions are being paid to the Plan as provided in Article III.

Section 1.05 “Adoption Agreement” means the written Adoption Agreement under which a Church or Employer adopts this Plan for the benefit of its Members and which contains provisions unique to such Church or Employer. The Adoption Agreement is hereby incorporated by reference and made a part of the Church’s or Employer’s Plan, and may, with the Pension Boards’ consent, modify the terms of the Plan with respect to the Church or Employer.

Section 1.06 “After-Tax Contribution” means a Contribution made by a Member on an after-tax basis and which is not a Designated Roth Contribution and that is made pursuant to a Salary Reduction Agreement.

Section 1.07 “Alternate Payee” means a person entitled to receive payments of benefits under the Plan pursuant to a QDRO.

Section 1.08 “Annuitant” means a Member, Beneficiary, or Alternate Payee who is receiving benefits from the Plan in the form of an Annuity.

Section 1.09 “Annuitant Member” means a Member who has begun receiving payments as an Annuitant.

Section 1.10 “Annuity” means the monthly benefit payments made by the Pension Boards to a Member or a Beneficiary either as a Basic Annuity or Participating Annuity (or a Balanced Benefit Annuity or an Equity Benefit Annuity elected under the Prior Plan), and in a form of Annuity payment described in Section 4.02 or Section 4.03(A).

Section 1.11 “Annuity Starting Date” means the first day of the first period for which an amount is paid as an Annuity or any other form following a Member’s retirement or other termination of employment.

Section 1.12 “Association” means an Association recognized by a Conference of the United Church of Christ or by the United Church of Christ and identified as such in the Yearbook of the United Church of Christ.

Section 1.13 “Balanced Benefit Annuity” means the monthly payments adjusted semi-annually by the Pension Boards and based on the Member’s Accumulations that have been transferred to the Reserve for Annuitants prior to April 1, 2006 for the payment of a Balanced Benefit Annuity (after adjustment for amounts transferred to or from any of the Member’s other Accounts pursuant to Section 4.03(A)) to provide for such Annuity. No Member annuitizing their Plan benefit could elect the Balanced Benefit Annuity on or after April 1, 2006.

Section 1.14 “Basic Annuity” means the monthly payments based on the Member’s Accumulations that have been transferred to the Reserve for Annuitants for the payment of a

Basic Annuity (after adjustment for amounts transferred to or from any of the Member's other Accounts pursuant to Section 4.03(A)) to provide for such Annuity.

Section 1.15 "Beneficiary" means an individual, or entity, including a trust, charitable organization or estate, which the Member designates in accordance with Section 7.02 or in the event a Member fails to designate a Beneficiary, or is assigned in accordance with Section 7.03, and who is or may become entitled to a benefit under the Plan. A Beneficiary who becomes entitled to a benefit under the Plan remains a Beneficiary under the Plan until the Pension Boards has fully distributed to the Beneficiary their Plan benefit. A Beneficiary's right to (and the Pension Boards' duty to provide to the Beneficiary) information and/or data concerning the Plan does not arise until the Beneficiary first becomes entitled to receive a benefit under the Plan. A Beneficiary and an Alternate Payee under a QDRO may also designate a Beneficiary in accordance with Section 7.02. Beneficiary also means the person designated as such to receive death benefits if surviving the Member. The term Beneficiary shall also mean the joint-life Annuitant named by the Member, when electing a joint-life and survivor Annuity to receive a life income if the joint-life Annuitant survives the Member.

Section 1.16 "Board of Trustees" means the Board of Trustees of the Pension Boards.

Section 1.17 "Catch-Up Contributions" means the Elective Deferrals made to the Plan pursuant to Section 3.02(B) which are permitted under Code Section 414(v) (as described in Treasury Regulation § 1.403(b)-4(c)(2)). The determination of whether any Contribution constitutes a Catch-Up Contribution for a Plan Year shall be determined as of the end of such Plan Year, in accordance with Code Sections 403(b) and 414(v).

Section 1.18 "CDC" means the Centers for Disease Control and Prevention.

Section 1.19 "Church" means the United Church of Christ, any United Church of Christ church, any United Church of Christ Conference, any United Church of Christ Association, or any other United Church of Christ organization that the United Church of Christ, a United Church of Christ Conference, or a United Church of Christ Association determines should be treated as a Church for purposes of participation in this Plan. Provided, however, such organization must be a "church" (as defined in Code Section 3121(w)(3)(A)) or "qualified church-controlled organization" (as defined in Code Section 3121(w)(3)(B)) and must also be an organization described in Code Section 501(c)(3). With respect to a particular Member, the term shall refer to the current Church a Member is serving, either through ministerial Service or non-ministerial Service. An organization shall cease to be a Church when the Pension Boards receives Notice, in accordance with procedures established by the Pension Boards, that the organization is either no longer a United Church of Christ church, or is no longer an organization

that the United Church of Christ, a United Church of Christ Conference, or a United Church of Christ Association determines is to be treated as a Church.

Section 1.20 “Church Plan” means a plan within the meaning of Code Section 414(e) and ERISA Section 3(33) that is exempt from the requirements of ERISA.

Section 1.21 “Code” means the Internal Revenue Code of 1986, as amended, from time to time and unless the context otherwise provides, the regulations promulgated thereunder.

Section 1.22 “Compensation” means the sum of the Member’s annual cash salary or wages plus amounts that would be cash compensation for services to the Employer includible in the Member’s gross income for the calendar year but for a compensation reduction election under Code Sections 125, 132(f), 401(k), 403(b), or 457(b) (including an election under this Plan to reduce compensation in order to make Elective Deferrals under this Plan), plus housing allowance, if any, or plus the fair rental value of the residence including furnishings and utilities if a residence is furnished free of charge by the Employer.

Section 1.23 “Conference” means a Conference recognized by the United Church of Christ and identified as such in the Yearbook of the United Church of Christ.

Section 1.24 “Contributions” means the Contributions that may be made to the Plan as specified in Article III, and may include Pre-Tax Contributions, Designated Roth Contributions, After-Tax Contributions, Employer Contributions, Matching Contributions, Rollover Contributions, Roth Rollover Contributions, Transfer Contributions, Retirement Savings Account Contributions, Herring-Stark Fund Contributions, NGLI Contributions, Special Employer Contributions, and In-Plan Roth Conversions, and all other contributions permitted by this Plan.

Section 1.25 “Contribution Percentage” means the ratio (expressed as a percentage) of the Member’s Contribution Percentage Amounts to the Member’s Compensation for the Plan Year.

Section 1.26 “Contribution Percentage Amounts” means the sum of the After-Tax Contributions and Matching Contributions made under the Plan on behalf of the Member for the Plan Year.

Section 1.27 “CRD” means a coronavirus-related distribution to a Member who satisfied one or more of the following requirements: the Member is an individual (1) who has been diagnosed by a test approved by CDC with COVID-19, (2) whose Spouse or dependent has been diagnosed by a test approved by the CDC with COVID-19, (3) who has experienced adverse financial consequences as a result of being quarantined, furloughed, laid off, or having their hours reduced as a result of COVID-19, (4) who is unable to work due to lack of child care resulting from COVID-19, (5) who owns or operates a business that is closed (or has experienced a reduction in hours) as a result of COVID-19, or (6) who satisfies other factors as determined by the United States Secretary of the Treasury.

Section 1.28 “Designated Beneficiary” means, solely for purposes of calculating required minimum distributions as described in Section 4.05, the individual who is designated as

the Beneficiary under the Plan and is the Designated Beneficiary under Code Section 401(a)(9) and Treasury Regulation § 1.401(a)(9)-4, Q&A-1.

References in this Plan to the Life Expectancy or lives of Designated Beneficiaries who are individuals include individuals who are beneficiaries of a trust which is designated as a Designated 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 Member’s death.
- (C) The beneficiaries of the trust who are beneficiaries with respect to the trust’s interest in the Member’s benefit are identifiable from the trust instrument within the meaning of Q&A 5 of Treasury Regulation § 1.401(a)(9)-4.
- (D) The Member provides the Pension Boards 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, in accordance with the applicable rules, regulations or procedures adopted by the Pension Boards, that, to the best of the Member’s knowledge, the list is correct and complete and that all the other requirements listed in Section 1.25(A)-(C) have been met; provided, however, the Member must provide the Pension Boards with a copy of the trust instrument on request.

If a trust meets the above requirements, the relevant Life Expectancy of the Designated Beneficiary for purposes of calculating distributions under Section 4.05 shall be the Life Expectancy of the trust Beneficiary who has the shortest Life Expectancy. A trust that does not meet the above requirements will be treated as having no Life Expectancy, but still may be named as a Member’s Designated Beneficiary.

Section 1.29 “Designated Roth Account” means a separate Account maintained for a Member to which Designated Roth Contributions may be made by a Member in lieu of Pre-Tax Contributions and that satisfies the requirements of Treasury Regulation § 1.403(b)-3(c), along with any earnings or losses.

Section 1.30 “Designated Roth Contribution” means an Elective Deferral:

- (A) That is designated irrevocably by the Member in their Salary Reduction Agreement at the time of the election as a Designated Roth Contribution that is being made in lieu of all or a portion of the Elective Deferrals the Employee is otherwise eligible to make under the Plan;

- (B) That is treated by the Church or Employer as includible in the Member's gross income at the time the Member would have received the amount in cash if the Member had not made the election (such as by treating the contributions as wages subject to applicable withholding requirements);
- (C) That is maintained in a Designated Roth Account (within the meaning of Treasury Regulation § 1.401(k)-1(f)(2)); and
- (D) Satisfies the requirements of Treasury Regulation § 1.403(b)-6(d) and is subject to Code Section 401(a)(9)(A) and (B) and Treasury Regulation § 1.403(b)-6(e).

A Member's Designated Roth Contributions will be separately accounted for, along with any earnings or losses. The Plan will maintain a record of a Member's Designated Roth Contributions and any distributions of such amounts. Designated Roth Contributions are not considered After-Tax Contributions for Plan purposes. Designated Roth Contributions may include any additional elective Catch-Up Contributions.

Section 1.31 "Differential Wage Payment" means, pursuant to the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended, and with respect to Plan Years beginning after December 31, 2008, any payment which: (i) is made by a Church or Employer to a Member with respect to any period during which the Member is performing services in the uniformed services described in Code Section 3401(h)(2)(A) while on active duty for a period of more than 30 days; and (ii) represents all or a portion of the wages that the individual would have received from the Church or Employer if the Member were performing services for the Church or Employer.

Section 1.32 "Direct Rollover" means a payment by the Plan to the Eligible Retirement Plan specified by the Distributee.

Section 1.33 "Disability" means the inability 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 or indefinite duration. A Member will not be considered to have a Disability unless they furnish evidence satisfactory to the Pension Boards that they have a Disability.

Section 1.34 "Disability Annuity" means an Annuity being paid under Section 4.08 to a Member who incurs a Disability.

Section 1.35 "Distributee" means an Employee or former Employee. The Employee's or former Employee's Surviving Spouse and the Employee's or former Employee's Spouse or former spouse who is an Alternate Payee 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 Member's non-spouse designated Beneficiary. In the case of a non-spouse designated 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 individual retirement account pursuant to the provisions of Code Section 402(c)(11).

Section 1.36 “Distribution Calendar Year” means the calendar year for which a minimum distribution is required under Section 4.05. For distributions beginning before the Member’s death, the first Distribution Calendar Year is the calendar year immediately preceding the calendar year which contains the Member’s Required Beginning Date. For distributions beginning after the Member’s death, the first Distribution Calendar Year is the calendar year in which the distributions are required to begin under Section 4.05(B)(2). The required minimum distribution for the Member’s first Distribution Calendar Year will be made on or before the Member’s Required Beginning Date. The required minimum distribution for other Distribution Calendar Years, including the required minimum distribution for the Distribution Calendar Year in which the Member’s Required Beginning Date occurs, will be made on or before December 31 of that Distribution Calendar Year.

Section 1.37 “Early Retirement Age” means age 55.

Section 1.38 “Eligible Adoptee” means any individual who has not attained age 18 or is Disabled.

Section 1.39 “Effective Date” means as of September 1, 2023 which is the effective date of this amended and restated Plan; however, the original effective date of the Prior Plan was as of April 24, 1914.

Section 1.40 “Elective Deferral” means either a Pre-Tax Contribution or a Designated Roth Contribution made pursuant to a Salary Reduction Agreement.

Section 1.41 “Eligible Church” means the United Church of Christ, any United Church of Christ church, any United Church of Christ Conference, any United Church of Christ Association, or any other United Church of Christ organization that the United Church of Christ, a United Church of Christ Conference or a United Church of Christ Association determines should be treated as an Eligible Church for purposes of participation in this Plan. An organization shall cease to be an Eligible Church when the Pension Boards receives Notice, in accordance with procedures established by the Pension Boards, that the organization is either no longer a United Church of Christ church, or is no longer an organization that the United Church of Christ, a United Church of Christ Conference or a United Church of Christ Association determines is to be treated as a Church.

Section 1.42 “Eligible Non-Ministerial Member” means a Non-Ministerial Member who is employed at an Eligible Church or Employer.

Section 1.43 “Eligible Retirement Plan” means 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), or an eligible plan under Code Section 457(b), which is maintained by a state of the United States 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 QDRO as defined in Code Section 414(p).

Section 1.44 “Eligible Rollover Distribution” means any distribution of all or any portion of an Account, except that an Eligible Rollover Distribution does not include:

- (A) any distribution that is one of a series of substantially equal periodic payments (not less frequently than annually) made for the life (or life expectancy) of the Distributee or the joint lives (or joint life expectancies) of the Distributee and the Distributee’s designated beneficiary, or for a period of 10 years or more;
- (B) any distribution to the extent such distribution is required under Code Section 401(a)(9);
- (C) any hardship distribution;
- (D) the portion of any other distribution(s) that is not includible in gross income;
- (E) any distribution(s) that is reasonably expected to total less than \$200 during a year;
- (F) any corrective distribution of excess amounts under Code Sections 402(g), 401(m), and/or 415(c) and income allocable thereto;
- (G) any loans that are treated as deemed distributions pursuant to Code Section 72(p); and
- (H) prohibited allocations that are treated as deemed distributions pursuant to Code Section 409(p).

A portion of a distribution shall not fail to be an Eligible Rollover Distribution merely because the portion consists of After-Tax Contributions which are not includible in gross income. However, such portion may be transferred only to (i) an individual retirement account or annuity described in Code Section 408(a) or 408(b) or a Roth individual retirement account or annuity described in Code Section 408A, or (ii) a qualified plan or annuity described in Code Sections 401(a) or 403(a), or a tax-sheltered annuity described in Code Section 403(b) that agrees to separately account for amounts so transferred, including separately accounting for the portion of such distribution which is includible in gross income and the portion of such distribution which is not so includible.

Section 1.45 “Emergency Personal Expense Distribution” means any distribution from the Plan for purposes of meeting unforeseeable or immediate financial needs relating to necessary personal or family emergency expenses. The Pension Boards shall rely on a written

certification that the Employee satisfies the conditions of the preceding sentence in determining whether any distribution is an Emergency Personal Expense Distribution.

Section 1.46 “Employee” means any person employed by an Employer as a common law employee who receives Compensation other than a pension benefit payment, severance pay, retainer, or fee under contract but excluding:

- (A) any Leased Employee,
- (B) any person on the payroll of a third party with whom the Employer has contracted for the provision of such person’s services,
- (C) except as expressly provided in Section 2.01(C) with respect to self-employed Ministers and chaplains, any person classified as an independent contractor or consultant by the Employer, (regardless of the status of the individual for income tax withholding or other purposes) for any period during which they are so classified even if such classification is later changed by a court, administrative agency, or prospectively by the Employer.

Section 1.47 “Employer” means an organization, whether a civil law corporation or otherwise, that is controlled by or associated with the United Church of Christ. An organization, whether a civil law corporation or otherwise, is associated with the United Church of Christ if it shares common religious bonds and convictions with the United Church of Christ. Notwithstanding the foregoing or any other provision of this Plan, the term “Employer” includes an organization or entity that is a “qualified church-controlled organization” within the meaning of Code Section 3121(w)(3)(B). The controlled group rules of Treasury Regulation § 1.414(c)-5 apply to this Plan to the extent that regulation is applicable to the Employer. The Code provisions related to a controlled group of corporations (as defined in Code Section 414(b)) which includes the Employer, any trade or business (whether or not incorporated) which is under common control (as defined in Code Section 414(c)) with the Employer, any organization (whether or not incorporated) which is a Member of an affiliated service group (as defined in Code Section 414(m)) which includes the Employer, and any other entity required to be aggregated with the Employer pursuant to Code Section 414(o) apply to this Plan to the extent such Code provisions are applicable to the Employer. Notwithstanding the foregoing, for purposes of identifying the annual additions limits under Section 3.07, the definitions in Code Section 414(b) shall be modified by substituting the phrase “more than 50 percent” for the phrase “at least 80 percent” each place it appears in Code Section 1563(a)(1).

For purposes of participation of a Minister only, the term “Employer” includes any organization not described that is an organization described in Code Section 501(c)(3) and with respect to which the Minister shares common religious bonds.

Section 1.48 “Employer Contribution” means a Contribution made by a Church or Employer, a Special Employer Contribution, and/or other Contribution, made in accordance with the Plan, for a Member that is not a Contribution made pursuant to a Salary Reduction Agreement, a Contribution made on an after-tax basis, a Rollover Contribution, a Roth Rollover

Contribution, a Matching Contribution, a Transfer Contribution, a Retirement Savings Account Contribution or a Contribution that is otherwise treated by this Plan as an Elective Deferral or a Contribution by an Employee. Equity

Section 1.49 “Equity Benefit Annuity” means the monthly payments adjusted semi-annually by the Pension Boards and based on the Member’s Accumulations that have been transferred to the Reserve for Annuitants prior to April 1, 2006 for the payment of an Equity Benefit Annuity (after adjustment for amounts transferred to or from any of the Member’s other Accounts pursuant to Section 4.02(A)) to provide for such Annuity. No Member annuitizing their Plan benefit could elect the Equity Benefit Annuity on or after April 1, 2006.

Section 1.50 “ERISA” means the Employee Retirement Income Security Act of 1974, as amended.

Section 1.51 “Final Appeal Decision” shall mean the final written decision of the Pension Boards in adjudicating an appropriate, timely, and written appeal of a claim that was denied or partially denied under Section 6.05.

Section 1.52 “Forfeiture” means the non-Vested portion, if any, of a Member’s Account created as a result of a termination of employment or other severance from employment by the Member prior to becoming 100% Vested in the Account. Vesting applies only to Herring-Stark Fund Accounts and NGLI Contribution Accounts. All other Accounts are 100% Vested at all times. All Accounts are non-forfeitable when 100% Vested and are nontransferable.

Section 1.53 “HEART Act” means the Heroes Earnings Assistance and Relief Tax Act of 2008, as amended.

Section 1.54 “Herring-Stark Forfeiture Account” means the Account maintained by the Pension Boards for the receipt of Forfeitures from Herring-Stark Fund Accounts the Contributions to which fail to become Vested.

Section 1.55 “Herring-Stark Fund Account” means the separate Account maintained for a person which is credited with Herring-Stark Fund Account Contributions made on behalf of the person, along with any earnings or losses.

Section 1.56 “Herring-Stark Fund Contribution” means a Contribution to a Herring-Stark Fund Account made in accordance with the provisions of the Herring-Stark Fund and rules established from time to time by the Pension Boards. Herring-Stark Fund Contributions are subject to a vesting schedule as specified in Section 3.01(C).

Section 1.57 “Highly Compensated Employee” means, except as otherwise elected in the Adoption Agreement:

- (A) Any Employee who for the preceding Plan Year had compensation from the Employer in excess of the dollar limited contained in Code Section 414(q)(1)(B)(i) and as may be adjusted pursuant to Code Section 414(q)(1) from time to time; and

- (B) Any former Employee who was a Highly Compensated Employee for the year they separated from service or at any time after attaining age 55.

Section 1.58 “Inactive Member” means a Member who has been, but no longer is, an Active Member, but who has Accumulations in the Plan.

Section 1.59 “Includible Compensation” means a member’s “includible” compensation as defined in Code Section 403(b)(3) and Treasury Regulation § 1.403(b)-2(b)(11).

Section 1.60 “In-Plan Roth Conversion” means a contribution made to the Plan in accordance with Code Section 402A(c)(4) by a Member to their In-Plan Roth Conversion Account consisting of a distribution from a Member’s Account other than a Member’s Designated Roth Account and a Member’s Roth Rollover Contribution Account.

Section 1.61 “In-Plan Roth Conversion Account” means the separate Account maintained under the Plan to account for a Member’s In-Plan Roth Conversion, along with any earnings or losses.

Section 1.62 “Investment Fund” means the separate investment vehicles in which Contributions to the Plan along with any earnings or losses are invested in accordance with Article V.

Section 1.63 “Leased Employee” means a person who performs services for, but is not employed by, an Employer pursuant to an agreement between such Employer and a leasing organization where such services are performed under the primary direction or control of the employer.

Section 1.64 “Life Expectancy” means, solely for purposes of calculating required minimum distributions as described in Section 4.06, life expectancy as computed by use of the applicable tables in Treasury Regulation § 1.401(a)(9)-9.

Section 1.65 “Matching Contribution” means, a Church or Employer Contribution made to this Plan on behalf of a Member on account of Elective Deferrals or After-Tax Contributions made by such Member.

Section 1.66 “Member” means an eligible person who participates in the Plan in accordance with Article II. There are four classes of Members: Active Members, Inactive Members, Annuitant Members, and Terminated Members. A Provisional Member is not a Member.

Section 1.67 “Member’s Account Balance” means, solely for the purpose of calculating required minimum distributions in Section 4.06, the Account balance resulting from Contributions made by or on behalf of a Member 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 Rollover Contributions, Roth Rollover Contributions

or Transfer Contributions either in the valuation calendar year or in the Distribution Calendar Year if distributed or transferred in the valuation calendar year.

Section 1.68 “Minister” means a person who has authorization for ministry in an Association of the United Church of Christ or in a Conference acting as an Association of the United Church of Christ, and certain Congregational Christian ministers specified by the Board of Trustees.

Section 1.69 “Ministerial Member” means a Member who is a Minister.

Section 1.70 “NGLI Contribution” means a contribution to a Minister’s NGLI Contribution Account made in accordance with the NGLI Program. NGLI Contributions are subject to a vesting schedule specified in Section 3.01(E)(2).

Section 1.71 “NGLI Contribution Account” means a separate Account maintained for a Minister, which is credited with NGLI Contributions made on behalf of the Minister, along with any earnings or losses.

Section 1.72 “NGLI Contribution Forfeiture Account” means the Account maintained by the Pension Boards for the receipt of Forfeitures from NGLI Contribution Accounts of Ministers the contributions for whom fail to become Vested.

Section 1.73 “NGLI Program” means the Next Generation Leadership Initiative of UCBMA.

Section 1.74 “Non-Ministerial Member” means any Member who is not a Ministerial Member.

Section 1.75 “Non-QCCO” means a church-controlled tax-exempt organization described in Code Section 501(c)(3) that is neither a Church nor a “qualified church-controlled organization” within the meaning of Code Section 3121(w)(3)(B).

Section 1.76 “Normal Retirement Age” means age 65.

Section 1.77 “Notice” means information provided by the Church, Employer or Member in writing or electronically transmitted to the Pension Boards, as specified for a particular purpose or purposes by the Pension Boards.

Section 1.78 “Participating Annuity” means the monthly payments adjusted annually by the Pension Boards and based on the Member’s Accumulations that have been transferred to the Reserve for Annuitants for the payment of a Participating Annuity (after adjustment for amounts transferred to or from any of the Member’s other Accounts pursuant to Section 4.03(A)) to provide such Annuity.

Section 1.79 “Pension Boards” means The Pension Boards - United Church of Christ, Inc., or its successor or successors, if any, from time to time. The Pension Boards is a nonprofit corporation incorporated under New Jersey law. The Pension Boards is a church benefits board

whose authority is based, in part and in addition to New Jersey law, on Code Section 414(e) and ERISA Section 3(33) and other applicable state and federal laws.

Section 1.80 “Plan” means The United Church of Christ Lifetime Retirement Income Plan as set forth in this document, formerly known as the Annuity Plan for the United Church of Christ, and as amended from time to time. The Plan is intended to be a Church Plan and a program of retirement income accounts under Code Section 403(b)(9) and as defined in Treasury Regulation § 1.403(b)-9(a)(2).

Section 1.81 “Plan Year” means January 1 through December 31 of a calendar year.

Section 1.82 “Present Value” means the single sum value of a monthly Annuity computed in accordance with the rate of interest assumed and, when life contingencies are involved, the Annuitant mortality table or tables adopted by the Board of Trustees and in force at the time the benefit payment is calculated. The rate of interest assumed and the Annuitant mortality table adopted by the Board of Trustees are hereby incorporated by reference into this Plan from Appendix A as if fully set out herein.

Section 1.83 “Pre-Tax Contribution” means a Contribution the Church or Employer makes to the Plan pursuant to a Member’s Salary Reduction Agreement that satisfies the requirements of Code Section 403(b) and Section 7.05. Pre-Tax Contribution also includes any additional elective Catch-Up Contributions made by a Member who is or will be age 50 or older in a Taxable Year, in accordance with, and subject to Code Section 414(v) and Section 3.02(B). Pre-Tax Contributions may only be made with respect to amounts that are compensation within the meaning of Code Section 415(c)(3) and Treasury Regulation § 1.415(c)-2.

Section 1.84 “Prior Plan” means, collectively, the Annuity Plan for The United Church of Christ and the Rules of the Annuity Fund - United Church of Christ, Inc., and their respective predecessors as each were previously amended and restated as of various effective dates, which were sponsored and maintained by the Pension Boards prior to the Effective Date and under which benefits are payable by the Trustee. This Plan is an amendment and restatement of the Prior Plan.

Section 1.85 “Provisional Member” means an individual who is not a Member until their Herring Stark Account becomes Vested under Section 3.01(E)(1)(b). A Provisional Member does not have voting rights.

Section 1.86 “QDRO” means a qualified domestic relations order as defined in Code Section 414(p) that is issued with respect to the Plan that the Pension Boards determines is valid and satisfies the Plan’s QDRO procedures.

Section 1.87 “Qualified Birth or Adoption Distribution” means a distribution of up to \$5,000 from the Plan to a Member if made during the one year period beginning on the date the child of the Member is born or the legal adoption by the Member of an Eligible Adoptee is finalized. A distribution of up to \$5,000 for each child can be made with respect to multiple

births and adoptions if the distribution is made within the 1-year period following the date on which the children are born, or the adoptions are finalized.

Section 1.88 “Required Beginning Date” means the April 1 of the calendar year following the later of: (1) the calendar year in which the Member attains age 72, or (2) the calendar year in which the Member retires or such other date under Code Section 401(a)(9) by which required minimum distributions must commence.

Section 1.89 “Reserves for Annuitants” means those funds designated to provide for Annuity payments to Annuitant Members pursuant to the terms of this Plan or procedures established by the Pension Boards.

Section 1.90 “Retirement Savings Account” means a separate Account maintained for a Member that is credited with Retirement Savings Account Contributions made by or on behalf of the Member, along with any earnings or losses.

Section 1.91 “Retirement Savings Account Contribution” means a Contribution made to this Plan by the Member, the Church, or the Employer pursuant to Section 3.01(A) and Section 3.02(E).

Section 1.92 “Rollover Contribution” means the amount that the Code permits a Member to rollover directly or indirectly into this Plan from a retirement plan described in Code Section 402(c)(8)(B). A Rollover Contribution includes net income, gain or loss attributable to the Rollover Contribution. This Section 1.92 is not intended to be more or less restrictive than applicable law.

Section 1.93 “Rollover Contribution Account” means a separate Account maintained for a Member that is credited with Rollover Contributions made by the Member, along with any earnings or losses.

Section 1.94 “Roth Rollover Contribution Account” means a separate Account maintained for a Member that is credited with Roth Rollover Contributions made by the Member, along with any earnings or losses

Section 1.95 “Roth Rollover Contribution” means the amount that the Code permits a Member to rollover directly or indirectly into this Plan from a retirement plan described in Code Section 402A(e)(1), and only to the extent the rollover is permitted under Code Section 402(e). A Roth Rollover Contribution includes net income, gain or loss attributable to the Roth Rollover Contribution. This Section 1.95 is not intended to be more or less restrictive than applicable law.

Section 1.96 “Salary Reduction Agreement” means a legally enforceable written agreement, that is between a Member and the Church or an Employer, that satisfies the requirements of Code Section 403(b) and Section 7.05, and by which the Member elects:

- (A) a reduction in taxable compensation not available to the Member as of the date of the election and which is contributed by the Church or Employer as a Pre-Tax Contribution to the Member’s Account; or

- (B) Designated Roth Contributions that are includible in the Member's gross income (as defined in the regulations) at the time deferred and have been irrevocably designated as Designated Roth Contributions by the Member.

A Contribution made pursuant to an Employee's one-time irrevocable election made on or before the Employee's first becoming eligible to participate under the Church's or Employer's plans or a Contribution made as a condition of employment that reduces the Employee's Compensation is not an Elective Deferral made pursuant to a Salary Reduction Agreement.

Section 1.97 "Service" means a Member's total elapsed time in completed years and months in paid ministerial or non-ministerial employment with any and all Churches and Employers.

Section 1.98 "Severance Date" means, with respect to the Member's employment with the Church or Employer, the earlier of the date of:

- (A) a Member's Service or employment terminates for any reason; or
- (B) the last day of an authorized leave of absence, or if later, the first anniversary of the date on which a Member is first absent from Service, with or without pay, for any reason such as vacation, sickness, disability, layoff, or leave of absence.

Severance Date is synonymous with "severance from employment," as defined in Treasury Regulation § 1.403(b)-2(b)(19) and Treasury Regulation § 1.403(b)-6(h). For purposes of distributions from this Plan, a Severance Date occurs on any date on which the Member ceases to be employed by an (i) Eligible Church or Employer, or (ii) employer that is eligible to maintain a Code Section 403(b) plan, even though the Member may continue to be employed by an entity that is part of the same controlled group but that is not an employer eligible to maintain a Code Section 403(b) plan. A Severance Date includes the following situations: (i) transfer of an Employee from a Code Section 501(c)(3) organization to a for-profit subsidiary of the Code Section 501(c)(3) organization, and (ii) an individual employed as a minister for an entity that is neither a state of the United States nor a Code Section 501(c)(3) organization ceasing to perform services as a minister, but continuing to be employed by the same entity (for example, a chaplain who ceases to serve as a chaplain in a for-profit hospital, but continues to work for the same entity).

Section 1.99 "Special Employer Contribution" means a discretionary Employer Contribution made on behalf of a Member as determined by the Church or the Employer and as further described in Section 3.01, regardless of whether they satisfy the eligibility conditions in the Plan.

Section 1.100 "Spouse" means the person to whom the Member is married at the relevant time by a religious or civil ceremony effective under the laws of the state in which the

marriage was contracted, including a person legally separated but not under a decree of absolute divorce.

Section 1.101 “Surviving Spouse” means a Spouse who is legally married to the Member at the time of the Member’s death and who survives the Member.

Section 1.102 “Taxable Year” means January 1 through December 31 of a calendar year.

Section 1.103 “Ten Year Certain Beneficiary” means the Beneficiary named pursuant to an Annuity selected by a Member or Beneficiary under Section 4.03(C), Section 4.03(E), Section 4.03(G), or Section 4.06(B)(2) to receive the balance of the 120 guaranteed payments if neither the Annuitant Member nor the joint-life Annuitant survives to receive a total of 120 payments.

Section 1.104 “Terminated Member” means a Member who no longer has authorization for ministry or who has had a Severance Date with the Church or an Employer and, therefore, is no longer an Active Member.

Section 1.105 “Transfer Contribution” means amounts transferred to this Plan from another plan, which is made in accordance applicable law and Section 3.03.

Section 1.106 “Transfer Contribution Account” means a separate Account maintained for a Member, which is credited with Transfer Contributions made on behalf of the Member, along with any earnings or losses.

Section 1.107 “Trust” the trust established to hold and invest contributions made under the Plan, and from which benefits will be distributed.

Section 1.108 “Trust Agreement” means the separate document created and established under the Plan. The Trust Agreement provides that the Pension Boards holds the assets of the Plan under the Trust for the benefit of Members and their Beneficiaries.

Section 1.109 “Trustee” means the Pension Boards, as named in the Trust Agreement.

Section 1.110 “UCBMA” means the United Church Board for Ministerial Assistance, Inc.

Section 1.111 “United Church of Christ” means the denomination formed on June 25, 1957, by the union of the Evangelical and Reformed Church and The General Council of the Congregational Christian Churches of the United States to express more fully the oneness in

Christ of the churches composing it, to make more effective their common witness in Jesus Christ, and to serve God's realm.

Section 1.112 "Valuation Date" means the last day of each quarter or such other day as specified by the Pension Boards.

Section 1.113 "Vested" means the portion of a Member's Account that is not subject to a Forfeiture based on a vesting schedule, if any, or as otherwise set forth in Section 3.06.

ARTICLE II PARTICIPATION IN PLAN

Section 2.01 Eligibility.

- (A) Any person who is an Employee of a Church or an Employer participating in the Plan is eligible to become a Member immediately upon employment with the Church or Employer unless the Church or Employer, through the execution of an Adoption Agreement, specifies which of its Ministers and Employees are eligible to become a Member and when such Minister or Employee shall become a Member. Any such Adoption Agreements executed by a Church or Employer are incorporated by reference into this Plan as if fully set out herein.
- (B) An Employee of a church or convention or association of churches, which is exempt from tax under Code Section 501(c)(3), who previously had been an Active Member of the Plan or the Prior Plan, may be an Active Member of the Plan with respect to such employer if such church or convention or association of churches, with the consent of the Pension Boards, makes regular contributions to the Plan on behalf of such Member. A church or convention or association of churches so contributing shall be deemed a "Church."
- (C) A self-employed Minister or a chaplain who is a Minister is eligible to participate in this Plan as provided in this Section 2.01(C).
 - (1) Certain ministers may participate:
 - (a) In general, a Minister may participate in this Plan if, in connection with the exercise of their ministry, the Minister:
 - (i) is a self-employed individual (within the meaning of Code Section 401(c)(1)(B)); or
 - (ii) is employed by an organization other than an organization which is described in Code Section

501(c)(3) and with respect to which the Minister shares common religious bonds.

- (b) Treatment as Employer and Employee. For purposes of this Plan and Code Sections 403(b)(1)(A) and 404(a)(10), a Minister, as described in Section 2.01(C)(1)(a)(i), shall be treated as employed by the Minister's own Employer which is an organization described in Code Section 501(c)(3) and exempt from tax under Code Section 501(a).
- (2) Special rules for applying Code Section 403(b) to self-employed Ministers. In the case of a Minister described in Section 2.01(C)(1)(a)(i):
 - (a) The Minister's includible compensation under Code Section 403(b)(3) shall be determined by reference to the Minister's earned income (within the meaning of Code Section 401(c)(2)) from such ministry rather than the amount of compensation which is received from an Employer, and
 - (b) The years (and portions of years) in which such Minister was a self-employed individual (within the meaning of Code Section 401(c)(1)(B)) with respect to such ministry shall be included for purposes of Code Section 403(b)(4).

Section 2.02 Change In Employee Status. A Church or Employer is responsible for determining when a Member is no longer eligible to participate in the Plan based on any rules and procedures established by the Church or Employer and/or the Pension Boards from time to time.

Section 2.03 Duration Of Participation.

- (A) A person eligible under Section 2.01 to become a Member becomes a Member effective as of when the Member meets the application and enrollment requirements as set forth in the Adoption Agreement and the rules and procedures established from time to time by the Church or Employer and/or by the Pension Boards, respectively. Each Employee who was a Member in the Plan on the day before the Effective Date continues to be a Member in the Plan only if they are eligible to participate in this Plan.
- (B) A person who becomes a Member will continue to be a Member for purposes of making, or having made on their behalf contributions to the Plan until the person no longer meets the eligibility requirements of the Church or Employer and/or the Pension Boards or has a Severance Date. A person will continue to be a Member for purposes of having benefit rights and for purposes of making a Rollover Contribution, Roth Rollover

Contribution or Transfer Contribution into the Plan pursuant to Section 3.03 and Section 3.04 until the person is no longer entitled to receive any benefits under the Plan. To the extent permitted by law and this Plan, a person shall continue during Disability to be a Member for purposes of receiving Employer Contributions to the Plan, if the Church or Employer elects to make such Contributions or if such Contributions are provided pursuant to a Disability insurance arrangement.

Section 2.04 Special Participation Rules. Unless prohibited by applicable law, an Inactive Member may become an Active Member by making a Rollover Contribution, Roth Rollover Contribution, or Transfer Contribution into the Plan pursuant to Section 3.03 or Section 3.04. To the extent permitted by applicable law, a Member may include a former Employee for purposes of Special Employer Contributions, as the Church or Employer determines, in accordance with the rules and procedures established from time to time by the Church or Employer and/or by the Pension Boards.

ARTICLE III CONTRIBUTIONS INTO AND LIMITATIONS OF THE PLAN

Section 3.01 Employer Contribution Types.

- (A) Employer Contribution. Subject to applicable limitations under the Code, a Church, or an Employer may make Contributions into the Plan on behalf of a Member who is an Employee of the Church or the Employer in such amounts as the Church or the Employer may from time to time determine. Upon receipt by the Pension Boards, Church, or Employer, Contributions shall be allocated to the Member's Employer Contributions Account, unless the Contributions are required to be allocated to the Member's, Beneficiary's, or Alternate Payee's Retirement Savings Account in accordance with Section 3.02(E).
- (B) Retirement Savings Account Contribution. Any Contributions made on behalf of a Member by a Church or Employer after a Member, Beneficiary, or Alternate Payee has begun receiving an Annuity pursuant to Section 4.01, Section 4.07, or Section 4.08 shall be treated as Retirement Savings Account Contributions for all purposes, including the commencement and distribution of benefits, under this Plan.
- (C) Matching Contributions. If elected by the Church or Employer in the Adoption Agreement, the Church or Employer will make Matching Contributions to the Plan.
- (D) Special Employer Contribution. The Plan permits Special Employer Contributions, in such amounts, at such times and for such purposes as determined by the Church or Employer, including post-termination Contributions permitted under Code Section 403(b)(3) and Treasury Regulation § 1.403(b)-4(d). Unless specified by the Church or Employer

at the time such contributions are made as being subject to the Plan's or some other vesting schedule. Special Employer Contributions shall be fully Vested. Special Employer Contributions shall be fully Vested if used for post-termination contributions described in Code Section 403(b)(3). Post-termination Contributions shall be made in accordance with the provisions of Treasury Regulation § 1.403(b)-4(d).

(E) Other Contributions Treated as Employer Contributions. For purposes of the Plan, Contributions described in this Section 3.01(E) are treated as Employer Contributions.

(1) Herring-Stark Fund Contribution.

(a) Contributions may be made into the Plan on behalf of a Church by the Herring- Stark Fund to a Herring-Stark Fund Account in accordance with the provisions of the Herring-Stark Fund and procedures established from time to time by the Pension Boards. Herring-Stark Fund Contributions are subject to a vesting schedule whereby 100% of the Herring-Stark Fund Contributions and the gains and losses thereon become Vested (i) after five years of Service in a local church setting by the person on whose behalf Herring-Stark Fund Contributions are made; and (ii) after five years of Contributions that are not less than 14% of Compensation. Notwithstanding the foregoing or any other provision of this Plan, Herring-Stark Fund Contributions shall be 100% Vested upon the death or Disability of the Member on whose behalf the Herring-Stark Fund Contributions have been made. Forfeitures in the Herring-Stark Forfeiture Account shall be invested, to the extent practicable, by the Pension Boards in accordance with the investment goals and objectives of the Herring-Stark Fund, and shall be used as a source of, and as an offset to, Herring-Stark Fund Contributions that would otherwise be made to the Plan.

(b) A person on whose behalf Contributions are made to a Herring-Stark Account and whose only Account under the Plan is a Herring-Stark Account is a Provisional Member. When their Herring-Stark Account becomes 100% Vested, the person ceases to be a Provisional Member and becomes a Member.

(2) NGLI Contribution.

(a) Contributions may be made into the Plan on behalf of a Church to a Minister's NGLI Contribution Account in accordance with the NGLI Program. NGLI Contributions

are subject to a vesting schedule whereby if accepted in 2018 or after, 50% of the NGLI Contribution and the gains and losses thereon become Vested at the end of the fourth year and fully Vested at the end of the sixth year. If accepted prior to 2018, 50% of the NGLI Contribution and the gains and losses thereon become Vested at the end of the fourth year and fully Vested at the end of the tenth year. Solely for the purpose of calculating the vesting of NGLI Contributions, Service begins, and is counted from, the date on which the Minister is accepted into the NGLI Program. A Minister may take an approved hiatus or absence from the NGLI Program for up to one year with the possibility of re-entry; however, a hiatus or absence of more than one year ends participation in the NGLI Program. Notwithstanding the foregoing or any other provision of this Plan, NGLI Contributions shall be 100% Vested upon the death or Disability of the Member on whose behalf the NGLI Contributions have been made.

- (b) Forfeitures in the NGLI Contribution Forfeiture Account shall be used, to the extent practicable, by the Pension Boards as a source of, and as an offset to, NGLI Contributions that would otherwise be made to the Plan. If no further NGLI Contributions are payable to the Plan, any amount remaining in the NGLI Contribution Forfeiture Account may be returned to UCBMA or reallocated on a per capita basis to all other NGLI Contribution Accounts then existing in the Plan, as directed by UCBMA.

Section 3.02 Member Contribution Types.

- (A) **Pre-Tax Contributions.** While an Employee of a Church or an Employer, a Member may make Pre-Tax Contributions to the Plan, if permitted in the Church's or Employer's rules and procedures.
- (B) **Age 50 Catch-up Contributions.** All Members who are eligible to make Pre-Tax Contributions under this Plan and who have attained age 50 or older before the end of the Plan Year may make Catch-Up Contributions into this Plan in accordance with, and subject to the limitations of, Code Section 414(v). Catch-Up Contributions will not be taken into account for purposes of the provisions of this Plan implementing the required limitations of Code Sections 402(g) and 415.
- (C) **Roth Elective Deferrals.** If elected by the Church or Employer in an Adoption Agreement, a Member may make Designated Roth Contributions to this Plan.

- (D) After-Tax Contributions. A Member who is an Employee of a Church or an Employer may make After-Tax Contributions into this Plan, if permitted in the Church's or Employer's rules and procedures. A self-employed Minister or chaplain described in Section 2.01(C) may make After-Tax Contributions into this Plan.
- (E) Retirement Savings Account Contributions. At the time a Member elects an Annuity pursuant to Sections 4.03(B) through (G), the Member may have all or a portion of the Accumulations amounts that could be paid in a lump sum to the Member pursuant to Sections 4.03(A) transferred to a Retirement Savings Account. After such a transfer, the amount in the Retirement Savings Account and any gains or losses on that amount shall be treated as Retirement Savings Account Contributions for all purposes under this Plan.

Section 3.03 Transfer Contributions.

- (A) General Provisions.
 - (1) The Plan permits Transfer Contributions into the Plan with the Pension Boards approval, subject to any limitations imposed by applicable law. The Transfer Contributions must be transferred directly from a Church Plan.
 - (2) To the extent any amount transferred into this Plan is subject to any distribution restrictions under Treasury Regulation § 1.403(b)-6, this Plan imposes restrictions on distributions to the Employee, Member or Beneficiary of the assets transferred into this Plan that are not less restrictive than those imposed by the transferor plan and applicable law.
 - (3) If a Transfer Contribution does not constitute a complete transfer of the Member's or Beneficiary's interest in the transferor plan, this Plan shall treat the amount transferred as a continuation of a pro rata portion of the Member's or Beneficiary's interest in the transferor plan (for example, a pro rata portion of the Member's or Beneficiary's interest in any after-tax Employee contributions).
- (B) Operational Administration. Individual amounts may be transferred into the Plan on behalf of a Member (or the Member's surviving Beneficiary) directly from a Church Plan that is a Code Section 403(b)(1) Annuity contract, a Code Section 403(b)(7) custodial Account, a Code Section 403(b)(9) retirement income account, or a Code Section 401(a) plan provided that the Transfer Contribution is made in accordance with Code rules and regulations and procedures established by this Plan and by the Pension Boards.

- (C) Pre-Participation Transfer. A Minister or an Employee may make Transfer Contributions into the Plan in accordance with this Section 3.03 prior to satisfying the Church's or Employer's eligibility conditions. A Minister or an Employee who makes a pre-participation Transfer Contribution does not share in the Plan's allocation of any Church or Employer Contributions and may not make Pre-Tax Contributions, After-Tax Contributions, Designated Roth Contributions or other Employee Contributions permitted by this Plan until eligibility conditions are met.
- (D) Separate Accounting. Transfer Contributions will be allocated to the Member's Transfer Contribution Account.
- (E) Requirements for Transfers Contributions. A Transfer Contribution under this Section 3.03 from a transferor Code Section 403(b) plan to the Plan is permitted if the foregoing requirements of Section 3.03(A), (B), (C), and (D) are met and if each of the following conditions is met:
 - (1) In the case of a Transfer Contribution, the Member is an Employee or former Employee of the Church or Employer for the receiving plan (i.e., this Plan).
 - (2) In the case of a Transfer Contribution for a Beneficiary of a deceased Member, the Member was an Employee or former Employee of the Church or Employer for the receiving plan (i.e., this Plan).
 - (3) The transferor plan provides for plan-to-plan transfers.
 - (4) The Member or Beneficiary whose assets are being transferred into the Plan has Accumulations immediately after the Transfer Contribution at least equal to the Accumulations of that Member or Beneficiary immediately before the transfer. The condition in this Section 3.03(E)(4) is satisfied if the Transfer Contribution would satisfy Code Section 414(l)(1).

Section 3.04 Rollover Contribution. The Plan will accept Rollover Contributions as follows:

- (A) Eligible Rollover Contribution. A Member who is entitled to receive an Eligible Rollover Distribution from another Eligible Retirement Plan may request to have all or a portion of the Eligible Rollover Distribution paid to the Plan. Such rollover contributions shall be made in the form of cash only. The Pension Boards may require such documentation from the distributing plan as it deems necessary or desirable to effectuate the rollover in accordance with Code Section 402 and to confirm that such plan is an Eligible Retirement Plan.
- (B) Roth Rollovers.

- (1) The Plan will accept Roth Rollover Contributions only from Members whose applicable Church or Employer has elected to permit Roth Elective Deferrals in the Adoption Agreement.
 - (2) The Plan will accept a rollover contribution to a Roth Rollover Contribution Account only if it is a Direct Rollover from another Roth account under an applicable retirement plan described in Code Section 402A(e)(1) and only to the extent the rollover is permitted under Code Section 402(c).
- (C) Informational Reporting Member Basis Required. A rollover of an Eligible Rollover Distribution that includes after-tax employee contributions or Roth Rollover Contributions can only be accepted if the Pension Boards or its delegate obtains information regarding the Member's tax basis under Code Section 72 in the amount rolled over.
 - (D) Separate Accounts. Rollover Contributions to the Plan will be allocated to the Member's Rollover Contribution Account. Roth Rollover Contributions to the Plan will be allocated to the Member's Roth Rollover Contribution Account.

Section 3.05 Time Of Payment Of Contributions. Elective Deferrals will be paid to the Plan by the Church or Employer within a period that is not longer than is reasonable for the proper administration of the Plan in accordance with Treasury Regulation § 1.403(b)-8(b). Employer Contributions, if any, will be paid to the Plan by the Church or Employer no later than fifteenth day of the tenth calendar month following the end of the Plan Year with respect to which the Contributions relate.

Section 3.06 Vesting. All Contributions made to a Member's Account will be 100% Vested, unless otherwise specified in this Plan. Herring-Stark Fund Contributions are subject to a vesting schedule and vest in accordance with the provisions of Section 3.01(E)(1). NGLI Contributions are subject to a vesting schedule and vest in accordance with the provisions of Section 3.01(E)(2).

Section 3.07 Limits On Contributions.

- (A) Annual Additions Limitation provided in Code Section 415(c) and Treasury Regulation § 1.403(b)-4(b).
 - (1) The annual additions to a Member's Accounts for any Plan Year, which shall be considered the "limitation year" for purposes of Code Section 415, when added to the Member's annual additions for that Plan Year to any other qualified plan or Code Section 403(b) defined contribution plan of the Church or Employer, shall not exceed an amount determined under Code Section 415(c) and Treasury Regulation § 1.403(b)-4(b), which is equal to the lesser of:

- (a) 100% of the Member's Includible Compensation, or
 - (b) the dollar limit contained in Code Section 415(c)(1)(A), as may be adjusted pursuant to Code Section 415(d) from time to time.
- (2) For purposes of this Section 3.07(A), the "annual additions" to a Member's Accounts under this Plan or any other qualified plan or Code Section 403(b) defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) maintained by the Church or Employer shall be determined in accordance with the following:
- (a) The annual additions shall include all of the following amounts that have been allocated to the Member's Accounts under this Plan or any other qualified defined contribution plan (including a deemed qualified defined contribution plan under a qualified defined benefit plan) or Code Section 403(b) plan maintained by the Church or Employer:
 - (i) The total Employer Contributions and Matching Contributions made on the Member's behalf by the Church or Employer, including any Contributions distributed or forfeited under the provisions of this Plan;
 - (ii) All Elective Deferrals and After-Tax Contributions, including Elective Deferrals and After Tax Contributions distributed under the provisions of this Plan;
 - (iii) Forfeitures, if any and if applicable; and
 - (iv) Solely for purposes of the dollar limit under Section 3.07(A), amounts described in Code Sections 415(c)(1) and 419A(d)(2) allocated to the Member.
 - (b) The annual additions shall not include:
 - (i) Rollover Contributions, Roth Rollover Contributions or Transfer Contributions;
 - (ii) Excess deferrals timely distributed from the Plan; and
 - (iii) Catch-Up Contributions.

- (3) Notwithstanding any other provision of this Section 3.07(A) to the contrary, and as permitted by Code Section 415(c)(7)(A) and Treasury Regulation § 1.415(c)-1(d)(1), Contributions and other additions to the Accounts of a Member who is an Employee of a church or convention or association of churches, when expressed as annual additions to such Member's Accounts, shall be treated as not exceeding the limitation of Code Section 415(c) and Treasury Regulation § 1.403(b)-4(b) if such annual additions are not in excess of \$10,000. The total amount of additions with respect to any Member which may be taken into account for purposes of this Section 3.07(A)(3) for all years may not exceed \$40,000, in the aggregate. For purposes of this Section 3.07(A)(3), the terms "church" and "convention or association of churches" have the same meaning as when used in Code Section 414(e).
- (4) Notwithstanding any other provision of this Section 3.07(A) to the contrary, and as permitted by Code Section 415(c)(7)(C) and Treasury Regulation § 1.415(c)-1(d)(3), in the case of a Member:
- (a) who is an Employee of a church or of a convention or association of churches, including an organization described in Code Section 414(e)(3)(B)(ii);
 - (b) who is performing any services for the Church outside the United States during the limitation year; and
 - (c) whose adjusted gross income for such Taxable Year, determined separately and without regard to community property law, does not exceed \$17,000; annual additions to such Member's Accounts shall be treated as not exceeding the limitation of Code Section 415(c) and Treasury Regulation § 1.403(b)-4(b) if such annual additions for the year do not exceed \$3,000. For purposes of this Section 3.07(A)(4), the terms "church" and "convention or association of churches" have the same meaning as when used in Code Section 414(e).
- (B) The amount of a Member's Elective Deferrals for any Plan Year may not exceed the amount permitted for any Taxable Year under Code Section 402(g) and Treasury Regulation § 1.403(b)-4(c).
- (C) To the extent that either or both of the contribution limitations under Code Section 415, Treasury Regulation § 1.403(b)-4(b), Code Section 402(g) or Treasury Regulation § 1.403(b)-4(c) are violated, the violation shall affect only the individual Member with respect to whom the excess contribution is made and shall not affect any other Member.

- (D) The sum of any Elective Deferrals described under Code Section 414(v) (Catch-Up Contributions) for a Plan Year may not exceed the contribution limit under Code Section 414(v) (as described in Treasury Regulation § 1.403(b)-4(c)(2)); provided, however, Code Section 414(v) Elective Deferrals are not subject to the annual additions limit under Code Section 415(c) or the Elective Deferral limit under Code Section 402(g).
- (E) The limitations set forth in this Section 3.07 will be interpreted and administered in a manner consistent with the Code and applicable law in effect for the relevant Plan Year or other appropriate time period.

Section 3.08 Nondiscrimination in Matching Contributions. The nondiscrimination testing described in this Section 3.08 applies only to Employers who are Non-QCCOS and that do not elect in the Adoption Agreement to make safe harbor contributions. Unless otherwise elected in the Adoption Agreement, the current year testing method described under Section 3.08(A) shall be utilized for each Employer subject to this Section 3.08.

- (A) Current Year Testing. The ACP for a Plan Year for Members who are Highly Compensated Employees for each Plan Year and the ACP for Members who were non-Highly Compensated Employees for such Plan Year must satisfy one of the following tests:
 - (1) The ACP for a Plan Year for Members who are Highly Compensated Employees for the Plan Year shall not exceed the ACP for Members who were non-Highly Compensated Employees for such Plan Year multiplied by 1.25; or
 - (2) The ACP for a Plan Year for Members who are non-Highly Compensated Employees for the Plan Year shall not exceed the ACP for Members who were Highly Compensated Employees for such Plan Year multiplied by two, provided that the ACP for Members who are Highly Compensated Employees does not exceed the ACP for Members who were non-Highly Compensated Employees in the prior Plan Year by more than two percentage points.
- (B) Prior Year Testing. If elected by the Employer in the Adoption Agreement, the ACP tests in Section 3.01(E)(1) and (2), will be applied by comparing the current Plan Year's ACP for Members who are Highly Compensated Employees for each Plan Year with the prior Plan Year's ACP for Members who are non-Highly Compensated Employees. Once made, the Employer can elect prior year testing for a Plan Year only if the Employer has used current year testing for each of the preceding five Plan Years or as otherwise permitted under the Code.
- (C) Special Rules.

- (1) A Member is a Highly Compensated Employee for a particular Plan Year if they meet the definition of a Highly Compensated Employee in effect for that Plan Year. Similarly, a Member is a non-Highly Compensated Employee for a particular Plan Year if they do 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 Member who is a Highly Compensated Employee and who is eligible to have Contribution Percentage Amounts allocated to their 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).

Section 3.09 Determination and Distribution of Excess Contributions. The Pension Boards will distribute any Contributions that exceed any of the limits described in Section 3.07. The Pension Boards will advise Members of any limitations on Contributions due to the applicability of Section 3.07.

- (A) Plan Aggregation. If the Church or Employer administers more than one plan required to be aggregated under Code Sections 401(m), 402(g), or 403(b), the Church or Employer must aggregate all such plans in determining whether any Member has excess Contributions.
- (B) Individual Limitation. A Member may attribute to this Plan any Elective Deferrals in excess of the limits in Code Section 402(g) made during a Taxable Year of the Member by notifying the Pension Boards in writing not later than March 1 following such Taxable Year of the amount of the excess Elective Deferrals to be assigned to the Plan.
- (C) Distribution of Excess Contributions. To the extent required by applicable law. Contributions that exceed the limitations of Section 3.07 and Section 3.08 will be corrected by refunding the excess Contributions under this Plan, subject to any rules and procedures established by the Pension Boards and in accordance with applicable law. In particular, excess Elective Deferrals will be distributed to the Member, with allocable net income, no later than April 15 of the following Taxable Year or otherwise in accordance with Code Section 402(g), and excess Matching Contributions will be distributed to the Member, with allocable net

income, no later than December 31 of the following Plan year or otherwise in accordance with Code Section 401(m).

- (D) Distributions Attributable to Roth Elective Deferrals. For any Plan Year in which a Member may make both Pre-Tax Contributions and Roth Elective Deferrals, the Pension Boards operationally may implement an ordering rule procedure for the distribution of excess Contributions pursuant to Code Section 402(g), and excess annual additions pursuant to Code Section 415. Such ordering rules may specify whether the Pre-Tax Contributions or Designated Roth Contributions are distributed first, to the extent such type of Elective Deferrals were made for the Plan Year. Furthermore, such procedure may permit the Member to elect which type of Elective Deferrals shall be distributed first.

Nothing in this Section 3.09 is intended to be more or less restrictive than applicable law.

Section 3.10 Return Of Contributions.

- (A) A Minister and a Church or an Employer, as applicable, contributes to this Plan on the condition that Contributions are not made due to a mistake of fact. If a Contribution is made to the Plan by a mistake of fact, the Pension Boards, upon request from the Minister, Church, or Employer, will return to the Minister, Member, Church, Employer or Member (whichever is applicable as determined by the Pension Boards) or allocate to the appropriate Account the amount of the Contributions made because of a mistake of fact. Notwithstanding the foregoing, any refund of contributions required because of Code Section 402(g) shall be made in accordance with Code Section 402(g).
- (B) The Pension Boards may require the Member, Church, or Employer to furnish whatever evidence the Pension Boards deems necessary or desirable to confirm that the amount the Member, Church, or Employer has requested to be returned is properly returnable under this Section 3.10.

Section 3.11 In-Plan Roth Conversions.

- (A) In General. If a Member is employed by a Church or Employer that permits Designated Roth Contributions, they may elect to convert all or a portion of their Vested Accumulations (including all earnings thereon) into Roth accounts by effecting an In-Plan Roth Conversion of those amounts into an In-Plan Roth Conversion Account. A Member may elect an In-Plan Roth Conversion without regard to whether the Member satisfies the requirements for distribution under Article IV. In-Plan Roth Conversions Accounts shall comply with Code Section 402A(c)(4)(e).
- (B) Eligibility. For purposes of determining eligibility for an In-Plan Roth Conversion only, the Plan will treat a Member's Surviving Spouse or

Alternate Payee as a Member. A non-spouse Beneficiary may not make an In-Plan Roth Conversion.

- (C) Loans. In-Plan Roth Conversions may include a Plan loan if there is no change in the loan's repayment schedule and the loan is not treated as a new loan. Loan amounts included in an In-Plan Roth Conversion are subject to Section 4.17 and the Plan's loan policy.
- (D) Treatment of In-Plan Roth Conversions. Notwithstanding anything in the Plan to the contrary, an In-Plan Roth Conversion is not a Rollover Contribution. A Member's In-Plan Roth Conversion Account shall retain the same "distribution restrictions, withdrawal rights and characteristics that applied to those funds prior to the In-Plan Roth Conversion.

ARTICLE IV DISTRIBUTION OF BENEFITS

Section 4.01 Commencement of Retirement Benefits.

- (A) Commencement of Normal Retirement Age Benefits. After attainment of Normal Retirement Age (regardless of a Member's prior Severance Date), a Member may elect to receive Plan benefits under this Section 4.01. Currently, at the time the Member elects to commence receiving an Annuity, the Member must elect to transfer their Accumulations either to the Reserve for Annuitants for the payment of a Basic Annuity or to the Reserve for Annuitants for the payment of a Participating Annuity.
- (B) Commencement of Early Retirement Benefits. After attainment of Early Retirement Age and with a Severance Date, a Member may elect to receive Plan benefits under this Section 4.01. A Member who has attained Early Retirement Age and who works 20 hours or less per week may also elect to receive an Early Retirement Age Annuity benefit, but if the Member has not attained age 59 ½, then such Annuity shall be funded solely from Contributions that are not Pre-Tax Contributions or Designated Roth Contributions. Upon attainment of age 59 ½, the Member may apply their Pre-Tax Contributions and Designated Roth Contributions to supplement their Early Retirement Age Annuity benefit. Currently, at the time the Member elects to commence receiving an Annuity, the Member must elect to transfer their Accumulations either to the Reserve for Annuitants for the payment of a Basic Annuity or to the Reserve for Annuitants for the payment of a Participating Annuity.

Section 4.02 Manner Of Payment of Benefits. Except as provided in Section 4.05(B), Section 4.06 and Section 4.07, benefit payments hereunder will not be payable until the Member, Beneficiary, Alternate Payee or other authorized person requests commencement of benefit payments on a form approved by the Pension Boards. Benefits which are payable in a single sum distribution will be paid as soon as administratively feasible in accordance with rules and

procedures determined by the Pension Boards. Unless otherwise provided when the benefit payments are established, benefits which are not payable in a single sum distribution will be payable in monthly installments on the first day of each calendar month or such other date during the month as may be established by the Pension Boards. Such benefits will cease to be paid after the benefit payment for the month of the date of death of the person then entitled to receive such benefits, or upon such other termination date provided for in the Plan.

Section 4.03 Form of Benefit Payments. Except as otherwise provided in an Adoption Agreement, a Member shall elect the form of distribution of the Member's Account from among the following forms of benefit payments:

- (A) A single lump sum payment or periodic installment payments from a Member's Account, provided however, that such payment shall be limited to:
 - (1) 100% of the Member's Accumulations derived from Pre-Tax Contributions, After-Tax Contributions, Designated Roth Contributions, and Rollover Contributions well as investment gains and losses on all such Contributions, and
 - (2) 20% of the Member's Accumulations derived from Employer Contributions (including Employer Contributions, Matching Contributions, Vested Herring-Stark Fund Contributions, Vested NGLI Contributions, Special Employer Contributions, and any other type of Contribution that this Plan requires be treated as Employer Contributions) and investment gains and losses on such Contributions and not derived from Pre-Tax Contributions, After-Tax Contributions, Designated Roth Contributions, Rollover Contributions and Rollover Roth Contributions and investment gains and losses on those Contributions.

Any lump sum distribution made to a Member prior to annuitization of the Member's Employer Contributions (including Matching Contributions) shall reduce the amount of any lump sum distribution that is available to the Member at the time of annuitization of the Member's Accumulations. If the Member elects to receive the lump sum payment provided in this Section 4.03(A), the Annuity payable under Section 4.03(B) through (G) shall be an amount having a Present Value equal to the remaining Accumulations after such lump sum payment.

- (B) A single life annuity payable monthly for the life of the Annuitant Member;
- (C) A single life annuity payable monthly for the life of the Annuitant Member, with 120 payments guaranteed. If the Member dies before receiving 120 payments, the remaining payments shall be made to the designated Ten Year Certain Beneficiary until a total of 120 payments have been made;

- (D) A joint and survivor annuity payable as a monthly annuity for the life of the Annuitant Member and, after the Member's death, 66 2/3% of the Member's monthly benefit payment shall continue during the life of the surviving joint-life Annuitant designated by the Member when electing the Annuity;
- (E) A joint and survivor annuity payable as a monthly annuity for the life of the Annuitant Member and, after the Member's death, 66 2/3% of the Member's monthly benefit payment shall continue during the life of the surviving joint-life Annuitant designated by the Member when electing the Annuity, and in the event that the Member and the Member's surviving joint-life Annuitant do not receive a total of 120 payments, payments shall be continued to the designated Ten Year Certain Beneficiary until a total of 120 payments have been made.
- (F) A joint and survivor annuity payable as a monthly annuity for the life of the Annuitant Member and after the Member's death, 100% of the Member's monthly benefit payment shall continue during the life of the surviving joint-life Annuitant designated by the Member when electing the Annuity;
- (G) A joint and survivor annuity payable as a monthly annuity for the life of the Annuitant Member and after the Member's death 100% of the Member's monthly benefit payment shall continue during the life of the surviving joint-life Annuitant designated by the Member when electing the Annuity, and in the event that the Member and the Member's surviving joint-life Annuitant do not receive a total of 120 payments, payments shall be continued to the designated Ten Year Certain Beneficiary until a total of 120 payments have been made.

Section 4.04 Rules Applicable to Annuity Benefits. The following rules apply to the Basic Annuity, Participating Annuity, Balanced Benefit Annuity, and Equity Benefit Annuity:

- (A) The same optional benefit form of Annuity elected by the Member under Sections 4.03(B) through (G) shall be applied to the Member's entire Account (after adjustment for amounts transferred to or from any of the Member's other Accounts pursuant to Section 4.16). Irrevocable notarized consent of a Member's Spouse is required for election by the Member of any of the following options:
 - (1) Single lump sum or installment payments under Section 4.03(A).
 - (2) Single life annuity or single life annuity with 120 payments guaranteed under Section 4.03(B) and Section 4.03(C).
 - (3) Other benefit options under Section 4.03 if the Member's Spouse is not designated as the joint-life Annuitant under the elected option.

- (B) For the forms of payments described in Section 4.03(B) through (G), Section 4.07(B)(2) and (3), and Section 4.07(C)(1) and (2), the Pension Boards shall calculate the monthly benefit amount to be paid to a Member (or as applicable, Beneficiary or Ten Year Certain Beneficiary) based on the applicable interest rate and mortality table utilized by the Pension Boards at the time benefits commence and the rules of Section 4.04 shall apply.
- (C) Annuity benefits are provided subject to actuarial determination and other rules and procedures of the Pension Boards including, without limitations, rules and procedures applicable to adjustments to Annuity payments and the rules contained in Treasury Regulation Section § 1.403(b)-9(a)(5). Once Annuity benefit payments commence under the Plan, the form of Annuity benefit cannot be changed by the Member or the Beneficiary, and a Member, contingent Annuitant or Beneficiary, as applicable, cannot surrender the right to such payments and receive a single sum payment. In accordance with Treas. Reg. § 1.403(b)-9(a)(5), an Annuity paid pursuant to this Plan shall have a Present Value, at the Annuity Starting Date, equal to the Member's or Beneficiary's Accumulations, based on reasonable actuarial assumptions, including assumptions regarding interest and mortality, and the Pension Boards, as the sponsor of this Plan, guarantees benefits in the event that a payment is due that exceeds the Member's or Beneficiary's Accumulations.

Section 4.05 Lump Sum Distributions of Small Balances.

- (A) Member Election. Notwithstanding any provision in the Plan to the contrary, if an Inactive Member's total Accumulations in the Plan is less than \$15,000 (which shall, effective as of January 1, 2027, increase to \$20,000), such Member may elect to receive a single lump sum payment from the Plan and is not required to receive any benefit payments in the form of an Annuity. Upon payment of a lump sum to such Member, Beneficiary or Alternate Payee, such Member, Beneficiary or Alternate Payee shall cease to be a Member, Beneficiary or Alternate Payee of the Plan and shall have no further claim upon the Plan.
- (B) Force-out of Small Balances. Notwithstanding any provision in the Plan to the contrary, if an Inactive Member's total Accumulations in the Plan is less than \$5,000, the Pension Boards shall make a single lump sum payment to the Member, Beneficiary, or Alternate Payee from the Plan. If the amount of the lump sum payment exceeds \$1,000 and the Member, Beneficiary, or Alternate Payee does not elect (i) to have the distribution rolled over to an Eligible Retirement Plan in a Direct Rollover, or (ii) to receive the distribution directly, the Pension Boards shall direct the Trustee to distribute the total Accumulations in a Direct Rollover to an individual retirement account or annuity described in Section 408(a) or 408(b) of the Code. Upon payment (or as applicable, rollover) of the

current value of the Accumulations to such Member, Beneficiary or Alternate Payee, such Member, Beneficiary or Alternate Payee shall cease to be a Member, Beneficiary or Alternate Payee of the Plan and shall have no further claim to benefits under the Plan.

Section 4.06 Required Minimum Distributions. The Pension Boards will not distribute the Member's Account, nor may the Member elect any distribution of their Account, under a method of payment which, as of the Required Beginning Date, does not satisfy the minimum distribution requirements of Code Section 401(a)(9) as applied to Code Section 403(b) plans in accordance with Code Section 403(b)(10) and Treasury Regulation § 1.403(b)-6(e).

(A) General Rules.

(1) Precedence. The requirements of this Section 4.06 will take precedence over any inconsistent provisions of the Plan.

(2) Incorporation of Treasury Regulations Requirements.

(a) All distributions required under this Section 4.06 will be determined and made in accordance with Code Section 401(a)(9) as applied to Code Section 403(b) plans in accordance with Code Section 403(b)(10) and Treasury Regulation § 1.403(b)-6(e).

(b) For purposes of applying the distribution rules of Code Section 401(a)(9) to Code Section 403(b) plans, the minimum distribution rules applicable to individual retirement annuities described in Code Section 408(b) and individual retirement accounts described in Code Section 408(a) apply to Code Section 403(b) plans. Except as otherwise provided in Treasury Regulation § 1.403(b)-6(e)(3) through (e)(5), the Code Section 401(a)(9) distribution rules are applied to Code Section 403(b) plans in accordance with the provisions in Treasury Regulation § 1.408-8 for purposes of determining required minimum distributions.

(c) As provided in Treasury Regulation § 1.403(b)-6(e)(5), for purposes of Treasury Regulation § 1.401(a)(9)-6, A-4 relating to annuity contracts, Annuity payments provided with respect to retirement income Accounts under this Plan do not fail to satisfy the requirements of Code Section 401(a)(9) merely because the payments are not made under an annuity contract purchased from an insurance company so long as the requirements of Treasury Regulation § 1.403(b)-9(a)(5) for Annuities payable from retirement income Accounts are met.

(B) Time and Manner of Distribution.

- (1) Required Beginning Date. The Member's entire interest will be distributed, or begin to be distributed, to the Member no later than the Member's Required Beginning Date.
- (2) Death of Member Before Distribution Begins. If the Member dies before distributions begin, the Member's entire interest will be distributed, or begin to be distributed, no later than as follows:
 - (a) *Spouse Designated Beneficiary*. If the Member's Surviving Spouse is the Member'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 Member dies, or by December 31 of the calendar year in which the Member would have attained age 72, if later.
 - (b) *Non-Spouse Designated Beneficiary*. If the Member's Surviving Spouse is not the Member'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 Member died.
 - (c) *No Designated Beneficiary*. If there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, the Member's entire interest will be distributed by December 31 of the calendar year containing the fifth anniversary of the Member's death.

For purposes of this Section 4.06, distributions are considered to begin on the Member's Required Beginning Date. If distributions under a lifetime or fixed period benefit commence to the Member before the Member's Required Beginning Date (or to the Member's Surviving Spouse before the date distributions are required to begin to the Surviving Spouse under Section 4.06(B)(2)(a)), the date distributions are considered to begin is the date distributions actually commence.

- (3) Forms of Distribution. Unless the Member'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), including Treasury Regulation § 1.403(b)-6(e), distributions will be made in accordance with Section 4.06(C) and Section 4.06(D). If the Member's interest is distributed in the form of a lifetime or fixed period benefit, distributions will be made in accordance with the requirements of Code Section 401(a)(9), including Treasury Regulation § 1.403(b)-6(e).

- (C) Required Minimum Distributions During Member's Lifetime.
- (1) Amount of Required Minimum Distribution for Each Distribution Calendar Year. During the Member's lifetime, the minimum amount that will be distributed for each Distribution Calendar Year is the lesser of:
- (a) *Uniform Lifetime Table.* The quotient obtained by dividing the Member's Account Balance by the number of the uniform lifetime table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Member's attained age as of the Member's birthday in the Distribution Calendar Year; or
- (b) *Spouse 10 Years Younger than Member.* If the Member's sole Designated Beneficiary for the Distribution Calendar Year is the Member's Spouse, the quotient obtained by dividing the Member's Account Balance by the number in the joint and last survivor table set forth in Treasury Regulation § 1.401(a)(9)-9, using the Member's and Spouse's attained ages as of the Member's and Spouse's birthdays in the Distribution Calendar Year.
- (2) Lifetime Required Minimum Distributions Continue through Year of Member's Death. Required minimum distributions will be determined under this Section 4.06(C) beginning with the first Distribution Calendar Year and up to and including the Distribution Calendar Year that includes the Member's date of death.
- (D) Required Minimum Distributions after Member's Death.
- (1) Death on or after Distributions Begin.
- (a) *Member survived by Designated Beneficiary.* If the Member dies on or after the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Member's death is the quotient obtained by dividing the Member's Account Balance by the longer of the remaining Life Expectancy of the Member or the remaining Life Expectancy of the Member's Designated Beneficiary, determined as follows:
- (i) *Member's Life Expectancy.* The Member's remaining Life Expectancy is calculated using the attained age of the Member as of the Member's birthday in the calendar year of death, reduced by one for each subsequent calendar year.

- (ii) **Spouse's Life Expectancy.** If the Member's Surviving Spouse is the Member's sole Designated Beneficiary, the remaining Life Expectancy of the Surviving Spouse is calculated for each Distribution Calendar Year after the year of the Member's death using the Surviving Spouse's age as of the Spouse's birthday in that year. For Distribution Calendar Years after the year of the Surviving Spouse's death, the remaining Life Expectancy of the Surviving Spouse is calculated using the attained 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) **Non-Spouse's Life Expectancy.** If the Member's Surviving Spouse is not the Member's sole Designated Beneficiary, the Designated Beneficiary's remaining Life Expectancy is calculated using the attained age of the Beneficiary as of the Beneficiary's birthday in the calendar year following the calendar year of the Member's death, reduced by one for each subsequent calendar year.
 - (b) *No Designated Beneficiary.* If the Member dies on or after the date distributions begin and there is no Designated Beneficiary as of September 30 of the calendar year after the calendar year of the Member's death, the minimum amount that will be distributed for each Distribution Calendar Year after the calendar year of the Member's death is the quotient obtained by dividing the Member's Account Balance by the Member's remaining Life Expectancy calculated using the attained age of the Member as of the Member's birthday in the calendar year of death, reduced by one for each subsequent calendar year.
- (2) Death before Date Distributions Begin.
 - (a) *Member survived by Designated Beneficiary.* If the Member dies before the date distributions begin and there is a Designated Beneficiary, the minimum amount that will be distributed for each Distribution Calendar Year after the year of the Member's death is the quotient obtained by dividing the Member's Account Balance by the remaining Life Expectancy of the Member's Designated Beneficiary, determined as provided in Section 4.06(D)(1).

- (b) *No Designated Beneficiary*. If the Member dies before the date distributions begin and there is no Designated Beneficiary as of September 30 of the year following the year of the Member's death, distribution of the Member's entire interest will be completed by December 31 of the calendar year containing the fifth anniversary of the Member's death.
- (3) Death of Surviving Spouse before Distributions to Surviving Spouse are Required to Begin. If the Member dies before the date distributions begin, the Member's Surviving Spouse is the Member's sole Designated Beneficiary, and the Surviving Spouse dies before distributions are required to begin to the Surviving Spouse under Section 4.06(B)(2)(a), this Section 4.06(D)(3) will apply as if the Surviving Spouse were the Member.

Section 4.07 Death Benefits.

- (A) Upon receipt of satisfactory proof of the death of an Active or Inactive Member, the Beneficiary may elect to receive their death benefit in accordance with this Section 4.07.
- (B) If the Beneficiary named by the Member had attained age 50 at the time of the Member's death, the Beneficiary may elect to receive:
 - (1) if the Beneficiary is (i) not the Member's Surviving Spouse, a dependent of the Member, or a guardian or trustee for such Surviving Spouse or dependent or (ii) the Member's estate, a single lump sum payment from the Member's Account.
 - (2) If the Beneficiary is the Surviving Spouse, a dependent of the Member, or a guardian or trustee for such Surviving Spouse or dependent, or if the Beneficiary is the Member's estate, the single lump sum payment shall, except as otherwise provided in an Adoption Agreement, be equal to:
 - (a) 100% of the Member's Accumulations derived from Pre-Tax Contributions, After-Tax Contributions and Designated Roth Contributions, Rollover Contributions, Roth Rollover Contributions as well as investment gains and losses on all such Contributions; and
 - (b) 20% of the Member's Accumulations derived from Employer Contributions including Matching Contributions, Vested Herring-Stark Fund Contributions, Vested NGLI Contributions, Special Employer Contributions, and any other type of Contribution that this Plan requires be treated

as Employer Contributions and investment gains and losses on such Contributions.

Any lump sum distribution made to a Member or Beneficiary prior to annuitization of the Member's Employer Contributions and/or Matching Contributions shall reduce the amount of any lump sum distribution that is available to the Beneficiary at the time of annuitization of the Member's Accumulations. If the Beneficiary elects to receive the lump sum payment under this Section 4.07(B)(4), the Annuity payable to the Beneficiary shall be an amount having a Present Value equal to the remaining Accumulations after such lump sum payment;

- (3) a single life annuity payable monthly for the life of the Annuitant Beneficiary; or
- (4) a single life annuity payable monthly for the life of the Annuitant Beneficiary, with 120 payments guaranteed. If the Beneficiary dies before receiving 120 payments, the remaining payments shall be made to the Beneficiary's beneficiary.

(C) If the Beneficiary named by the Member has not attained age 50, the Beneficiary may elect to receive either:

- (1) If the Beneficiary is not the Surviving Spouse, a dependent of the Member, or a guardian or trustee for such Surviving Spouse or dependent, or if the Beneficiary is the Member's estate, the Beneficiary may elect to receive a single payment equal to the Member's Accumulations under this Plan. Any lump sum distribution made to a Member or Beneficiary prior to annuitization of the Member's Employer Contributions and/or Matching Contributions shall reduce the amount of any lump sum distribution that is available to the Beneficiary at the time of annuitization of the Member's Accumulations. If the Beneficiary elects to receive the lump sum payment provided in this Section 4.07(C)(1), the Annuity payable to the Beneficiary shall be an amount having a Present Value equal to the remaining Accumulations after such lump sum payment;
- (2) A Single Life Annuity payable monthly for the life of the Annuitant Beneficiary; or
- (3) Installment payments elected by the Beneficiary from among alternative periods established by the Pension Boards, a specified number of payments, the Present Value of the payments of the amount initially determined shall be equal to the value of the Member's Accumulations, provided that, if the Member's Beneficiary dies before the end of such period, a single payment shall be made to the named beneficiary of the Member's Beneficiary equal to the Present Value of the balance of such

specified payments at the amount being paid per payment on the Member's Beneficiary's date of death, shall be made to the named beneficiary of the Member's Beneficiary equal to the Present Value of the balance of such specified payments at the amount being paid per payment on the Member's Beneficiary's date of death.

- (D) If there is no named Beneficiary and no Surviving Spouse, the Plan shall make a single lump sum payment to the Member's estate equal to the Present Value of all Accumulations in the Plan at the time of such payment.
- (E) Notwithstanding any other provision of the Plan to the contrary, a Beneficiary who becomes eligible to receive death benefits as an Annuity pursuant to this Section 4.07 may elect to receive a Basic Annuity or Participating Annuity (or, prior to April 1, 2006, a Balanced Benefit Annuity or an Equity Benefit Annuity elected under the Prior Plan).
- (F) If the Member's Beneficiary defers electing an Annuity, the deceased Member's Accumulations shall continue to be credited with gains and losses in the same manner as Active Members. The Member's Beneficiary shall have the right to direct investments of the deceased Member's Accumulations in the same manner as an Active Member.
- (G) In no event will the Pension Boards commence distributions, nor will the Beneficiary elect to have distributions commence, later than the Required Beginning Date, or under a method that does not satisfy Section 4.06.

Section 4.08 Disability Benefits.

- (A) Disability. Upon furnishing evidence satisfactory to the Pension Boards that a Member has experienced a Disability, such Member shall be entitled to a Disability Annuity. Disability Annuities payable pursuant to this Section 4.08 shall be calculated in the same manner as described in Section 4.04. Notwithstanding the foregoing or any other provision of this Plan to the contrary, a Member who is receiving or is entitled to receive disability income benefits under the Life and Disability Income Benefit Plan, as amended from time to time, maintained by the Pension Boards shall not receive a Disability Annuity under this Section 4.08, even if otherwise entitled to receive such Disability benefits.
- (B) Type and Form of Disability Annuity. A Member who becomes eligible to receive a Disability Annuity pursuant to this Section 4.08 may elect a Basic Annuity or a Participating Annuity (or, prior to April 1, 2006, a Balanced Benefit Annuity or an Equity Benefit Annuity elected under the Prior Plan) and may select one of the optional forms of an Annuity, as provided in Section 4.03. The Member's Disability Annuity shall be the

amount having a Present Value equal to the Member's Accumulations at the date the Member elects the Disability Annuity (after adjustment for amounts transferred to or from any of the Member's other Accounts pursuant to Section 4.03(A)).

- (C) Recovery from Disability. If a Member with a Disability recovers from such Disability, the Disability Annuity may be terminated prior to age 65 at the option of the Member or the Pension Boards. In the event of such termination, the then Present Value of the Disability Annuity shall be credited to the Member's Account, as elected by the Member and shall be treated for all purposes under this Plan as Member Accumulations. If the Member has authorization for ministry, or is an Employee, Contributions on behalf of the Member may be resumed.

Section 4.09 Distributions to Alternate Payees. The Pension Boards will comply with the terms of a QDRO as defined in Code Section 414(p) issued with respect to the Plan that the Pension Boards determines is valid and satisfies the Plan's QDRO procedures.

- (A) QDRO Procedures. The Pension Boards shall establish reasonable procedures to determine the qualified status of a QDRO. Upon receiving a draft QDRO, the Pension Boards promptly shall notify the Member and any proposed alternate payee named in the QDRO, in writing, of the receipt of the QDRO and the Plan's procedures for determining the QDRO meets the Pension Boards' requirements. Within a reasonable period of time after receiving the QDRO, the Pension Boards will determine the status of the QDRO and shall notify the Member and each proposed alternate payee, in writing, of the Pension Boards' determination. The Pension Boards will provide notice under this paragraph by mailing to the Member and to each proposed alternate payee at the proposed alternate payee's address specified in the QDRO. If the Pension Boards determines the order is valid, the Pension Boards will assign any amounts in accordance with the QDRO. If the Pension Boards determines the order not to be valid, the parties will be provided 18 months to obtain an amended order to qualify as a valid QDRO. No QDRO is valid if it: (a) requires any type or form of benefit, payment or option not permitted by the Plan, (b) requires the acceleration of any benefit payment hereunder, (c) requires the Plan to provide benefits in excess of the amount credited to the Member's Account, or (d) requires the payment of benefits which already are being paid to another Alternate Payee pursuant to a previous QDRO. Under no other circumstances will an Alternate Payee be entitled to receive any benefits under this Plan.
- (B) Accounting. If any portion of the Member's Account is payable to an Alternate Payee under the QDRO during the period the Pension Boards is making its determination of the qualified status of the QDRO, the Pension Boards may, but is not required to, maintain a separate accounting of the

amounts payable. The Pension Boards may segregate the QDRO amount in the Member's Account.

- (C) Time and Method of Payment. An Alternate Payee is treated as a Member under this Plan and may take distributions from the Plan at the same time and in the same forms as a Member. Nothing in this Section 4.09 or any other provision of this Plan gives an Alternate Payee or a Member a right to receive a distribution at a time the Plan otherwise does not permit or authorizes the Alternate Payee to receive a form of payment the Plan does not permit. The Pension Boards will make any payments or distributions required under this Section 4.09 by separate benefit checks or other separate distribution to the Alternate Payee.

Section 4.10 In-Service Distribution of Rollover and After-Tax Contributions. A Member has the right to receive a distribution of all or a portion of their Rollover Contribution Account, Roth Rollover Contribution Account, and After-Tax Account at any time.

Section 4.11 Distribution of Retirement Savings Account. A Member who has begun receiving Annuity benefits in accordance with Section 4.01 or Section 4.08 may receive a single lump sum payment of their Retirement Savings Account at any time, provided however, that a Member may not receive any amounts attributable to Pre-Tax Contributions or Designated Roth Contributions under this Section 4.11 unless the Member has attained age 59½ or is no longer an Active Member and has a Severance Date.

Section 4.12 Distribution Upon Severance Date. A Member who is no longer an Active Member may receive a distribution of all or a portion of their Accounts derived from Pre-Tax Contributions and Designated Roth Contributions as well as investment gains and losses on all such Contributions at any time after their Severance Date.

Section 4.13 Withdrawals for Certain Emergency Expenses. Effective as of January 1, 2024, an individual may receive up to one Emergency Personal Expense Distribution per calendar year. The amount which may be treated as an Emergency Personal Expense Distribution shall not exceed the lesser of \$1,000 and the Member's Vested Accumulations (including all earnings thereon). An individual who receives an Emergency Personal Expense Distribution may, at any time during the three year period beginning on the day after the date on which distribution was received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution. If an individual receives an Emergency Personal Expense Distribution in any calendar year, they shall not be permitted to receive an additional Personal Expense Distribution from the Plan during the immediately following three calendar years, unless such previous distribution is fully repaid to the Plan or the aggregate of the amount of the total Contributions made to the Plan subsequent to such previous Personal Expense

Distribution is at least equal to the amount of such previous distribution which has not been so repaid.

Section 4.14 Transfers Out of the Plan. A Member may not transfer their Account or any portion thereof out of the Plan to another plan except with the express written consent of the Pension Boards in its sole and absolute discretion.

Section 4.15 Hardship Distributions. Except to the extent permitted under an Adoption Agreement, hardship distributions are not permitted under the Plan.

Section 4.16 Distribution Of Transfer Contributions.

- (A) Account. The Pension Boards at the direction of the Member (or as applicable, Beneficiary or Alternate Payee) will distribute to a Member (or Beneficiary or Alternate Payee):
 - (1) Following the Member's Severance Date, death, or Disability, all or a portion of the Member's Transfer Contribution Account attributable to the Church or Employer with whom the Employee no longer has an employment relationship; and
 - (2) All or a portion of the Member's Transfer Contribution Account that is attributable to contributions pursuant to a Salary Reduction Agreement (within the meaning of Code Section 402(g)(3)(C)), and earnings after December 31, 1988, following the Member's attainment of age 59½, eligibility to receive a qualified reservist distribution as defined in Code Section 72(t)(2)(G), death, or Disability.
- (B) Transfer Contributions attributable to Contributions made by a Church or an Employer (contributions that are not made pursuant to a Salary Reduction Agreement) will be subject to the same distribution restrictions as Employer Contributions. The Member's Severance Date will be based on the termination of employment with the Church or Employer that made the Employer Contributions.
- (C) Notwithstanding the foregoing, Transfer Contributions attributable to contributions made by an employer (non-elective contributions) previously held in a Code Section 403(b)(7) custodial account may not be distributed unless the Member attains age 59½, has a Severance Date, dies, or has a Disability.

Section 4.17 Eligible Rollover Distributions.

- (A) Direct Rollovers. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election, a Distributee may elect, at the time and in the manner prescribed by the Pension Boards, to have any portion of an Eligible Rollover Distribution that is equal to at

least \$500 paid directly to an Eligible Retirement Plan specified by the Distributee in a direct rollover. If an Eligible Rollover Distribution is less than \$500, a Distributee may not make the election described in the preceding sentence to roll over only a portion of the Eligible Rollover Distribution.

- (B) Written Explanation of Right to Direct Rollover. The Plan shall provide, within a reasonable time period before making an Eligible Rollover Distribution, a written explanation to the Member that satisfies the requirements of Code Section 402(f).
- (C) Roth Elective Deferrals.
 - (1) A Direct Rollover of a distribution from a Designated Roth Account or a Roth Rollover Contribution Account under the Plan will only be made to another designated Roth account under an applicable retirement plan described in Code Section 402A(e)(1), or to a Roth Individual Retirement Account described in Code Section 408A, and only to the extent the rollover is permitted under Code Section 402(c).
 - (2) The Plan will not provide for a Direct Rollover (including an automatic rollover) for distributions from a Member's Designated Roth Account if the amounts of the distributions that are Eligible Rollover Distributions are reasonably expected to total less than \$200 during a year. Any distribution from a Member's Designated Roth Account is not taken into account in determining whether distributions from a Member's other Accounts are reasonably expected to total less than \$200 during a year.
 - (3) Amounts distributed from the Member's Designated Roth Account are not included for purposes of a Member's election of a Direct Rollover of only a portion of an Eligible Rollover Distribution but only if the amount rolled over is at least \$500 and is applied by treating any amount distributed from the Member's Designated Roth Account as a separate distribution from any amount distributed from the Member's other Accounts in the Plan, even if the amounts are distributed at the same time.

Section 4.18 Ordering Rules For Distributions. The Pension Boards operationally may implement an ordering rule procedure for distributions (including, but not limited to, hardship or other in- service distributions) from a Member's Accounts attributable to After-Tax Contributions, Pre-Tax Contributions, Designated Roth Contributions, Rollover Contributions, or Roth Rollover Contributions. Such ordering rules may specify whether the Pre-Tax Contributions, After-Tax Contributions, Designated Roth Contributions, Rollover Contributions,

or Roth Rollover Contributions are distributed first. Furthermore, such procedure may permit the Member to elect which type of Elective Deferrals will be distributed first.

Section 4.19 Loans. Except to the extent permitted under an Adoption Agreement, loans are not permitted under the Plan:

Section 4.20 Cares Act Distributions. The Pension Boards, at the direction of a Member, will distribute to the Member a CRD pursuant to this Section 4.20.

- (a) The Pension Boards may rely on a Member's certification that the Member satisfies one or more requirements of an affected individual eligible for a CRD.
- (b) The CRD is a lump sum distribution made on or after January 1, 2020 and before December 31, 2020. A CRD shall be available only from a Member's Pre-Tax Contributions, After-Tax Contributions, and Designated Roth Contributions and investment gains and losses on such Contributions. The maximum CRD amount for a Member is the lesser of (i) 50% of the Member's current balance in the Contributions Accounts above, or (ii) \$100,000.
- (c) A CRD shall not be treated as an Eligible Rollover Distribution and therefore is not subject to mandatory 20% federal withholding. A CRD is subject to a default federal withholding rate of 10%, unless elected otherwise by the Member.
- (d) A Member who receives a CRD may repay up to 100% of the CRD to the Plan. Such repayment must be made within the three-year period following the date the CRD is made to the Member.

Section 4.21 Designation Of Housing Allowance. The entire amount of benefit payments received during any Taxable Year by a Member who is an ordained minister of the gospel as defined in Code Section 107 is hereby designated as a housing allowance prior to the Member's receipt of the benefit payments, provided that all Contributions to the Member's Account related to the Member's compensation as an ordained minister of the gospel is eligible for housing allowance under Code Section 107.

Section 4.22 Qualified Birth Or Adoption Distributions. If elected by the Church or Employer Church in the Adoption Agreement, a Member's Elective Deferrals may be distributed on or after the date specified in the Adoption Agreement as a Qualified Birth or Adoption Distribution. An individual who receives a Qualified Birth or Adoption Distribution may, at any time during the three year period beginning on the day after the date on which distribution was

received, make one or more contributions to the Plan in an aggregate amount not to exceed the amount of such distribution.

ARTICLE V INVESTMENT OF CONTRIBUTIONS & VALUATION OF ACCOUNTS

Section 5.01 Investment Funds.

- (a) All assets of the Plan shall be invested by the Pension Boards in accordance with the terms of the Trust Agreement (as well as any other contract or agreement entered into by the Pension Boards or its delegate with respect to the investment of the Plan's assets).
- (b) The Pension Boards, or its delegate may from time to time establish additional Investment Funds of the same or different types or modify, cease to offer or eliminate any existing Investment Funds. Anything contained in this Section 5.01 to the contrary notwithstanding, all or any part of the Plan may be held and invested by one or more investment manager appointed by the Pension Boards or under one or more pooled or commingled funds maintained by a bank or insurance company.
- (c) A portion of the Plan assets, as determined by the Pension Boards, may be held in the form of uninvested cash or in a liquid asset account for temporary periods pending reinvestment or distribution.

Section 5.02 Individual Accounts And Records. The Pension Boards will maintain a separate Account or Accounts in the name of each Member, Beneficiary or Alternate Person to reflect the value of the Member's, Beneficiary's or Alternate Person's Account(s) and to maintain records of each Account's transactions and activities.

Section 5.03 Appointment Of Investment Manager. Notwithstanding anything contained herein to the contrary, the Pension Boards may segregate any portion or portions of the assets held by the Pension Boards under the Plan into a separate investment account or separate investment accounts for custodial purposes. The Pension Boards may appoint an investment manager or managers to direct the investment and reinvestment of any such investment accounts.

Section 5.04 Investment Of Members' Accounts. A Member will have the right to direct the investment or reinvestment of the assets comprising the Member's Account, as provided in this Article V. All Member investment and reinvestment elections shall be subject to rules and procedures established from time to time by the Pension Boards, including without limitation, rules and procedures concerning the method in which such investment elections are made, the permitted frequency of investment elections, the effective date of investment elections, minimum amounts or percentages for such investment elections, and any other requirement,

process or procedure which the Pension Boards deems necessary or desirable in administration and implementation of Member investment elections.

A Member shall make one investment or reinvestment election covering their Accounts in accordance with one of the following options:

- (a) 100% in one of the available Investment Funds;
- (b) in more than one of the available Investment Fund allocated in multiples of 1%.

Any allocation or reallocation shall be effective as soon as administratively practicable following receipt of the investment or reinvestment election. If no investment election is made, any Contributions made on the Member's behalf shall be invested in an Investment Fund as determined by the Pension Boards.

Section 5.05 Responsibility For Investments. Each Member is solely responsible to direct the investment or reinvestment of the assets comprising the Member's Account. The Board of Trustees, the Pension Boards, the Church, the Employer, and the officers, supervisors, and other employees of the Pension Boards, the Church or the Employer shall not provide investment advice and are not empowered to advise a Member as to the manner in which their Accounts shall be invested.

Section 5.06 Limitations Imposed By Contract, Prospectus Or Other Documents Of Similar Import. Notwithstanding anything in this Article V to the contrary, any amounts invested in a fund of guaranteed investment contracts or an investment fund covered by a prospectus or other investments documents shall be subject to any and all terms of such contracts, prospectus or other documents including any limitations therein placed on the exercise of any rights otherwise granted to a Member under any other provisions of this Plan with respect to such amounts in Member Accounts.

Section 5.07 Investment Performance. The investment performance of a Member's Account shall be the investment performance of the Investment Fund(s) to which such Member's Account is allocated, reduced by a prorated amount of all permissible described in Section 6.09. Each Member's Account shall be credited on each Valuation Date with investment gains (or losses) attributable to the Investment Fund(s) in which such Member's Account(s) are allocated since the previous Valuation Date, if applicable. The Pension Boards will adjust each Member's Accounts to reflect income, gain or loss, net of fees and expenses, subject to any distributions

and in accordance with any rules or procedures established by the Board of Trustees or the Pension Boards, until the Member's Account is fully distributed.

Section 5.08 Quarterly Statements. At least quarterly, each Member shall be furnished with a statement setting forth the value of their Accounts and, if applicable, the Vested portion of their Accounts.

ARTICLE VI ADMINISTRATION

Section 6.01 Duties of the Pension Boards. The Pension Boards shall be the administrator or the Plan and, unless otherwise delegated in Section 6.06, shall have the following rights and duties with respect to the Plan:

- (A) To enroll Churches, Employers, and Members in the Plan;
- (B) To provide Members with information regarding their rights and obligations under the Plan;
- (C) To receive Contributions remitted by a Church, a United Church of Christ Conference, a United Church of Christ Association, the United Church of Christ, the Employer and the Member;
- (D) To invest Contributions in accordance with investment elections applicable to such Contributions or, if no such election has been made, in accordance with policies and procedures adopted by the Pension Boards;
- (E) To maintain all Accounts in the Plan, and to properly credit Contributions to each such Account.
- (F) To determine administrative, investment management, Plan administration, and expense charges and the methods for allocating and collecting such charges from the Accounts;
- (G) To adopt actuarial assumptions and methods for use in determining benefits under the Plan;
- (H) To use Contributions made under the Plan and the earnings thereon to pay benefits due under the Plan, with such benefits to be paid in accordance with the particular payment options available to and elected by a Member, Beneficiary, or Alternate Payee, as applicable;
- (I) To construe and interpret the terms Plan, to decide all claims for benefits (including deciding all issues of fact necessary or desirable for deciding claims for benefits), to make administrative rules or procedures which are necessary or desirable to the administration of the Plan, and to resolve or otherwise decide matters not specifically covered by the terms and

provisions of the Plan, with any decision made in the exercise of its sole and absolute discretion being final, conclusive and binding;

- (J) To determine all questions, including factual determinations, arising in the administration, interpretation and application of the Plan, with any such determination being final, conclusive and binding upon any affected person;
- (K) To administer the Plan in accordance with the Code;
- (L) To maintain all reports and records of the Plan; and
- (M) To furnish the United Church of Christ with annual financial reports regarding the ongoing operation of the Plan.

Section 6.02 Duties Of The United Church Of Christ And Its Conferences And Associations. The United Church of Christ and its Conferences and Associations shall be responsible to:

- (A) To promote participation in the Plan by current and prospective Churches, Employers and Members;
- (B) To remit Contributions for its Employees to the Pension Boards, as applicable;
- (C) To determine whether, and notify the Pension Boards that, an organization should, or should no longer be, treated as a Church or Eligible Church under the Plan;
- (D) To determine whether, and notify the Pension Boards that, persons employed by an Eligible Church are, or no longer are, Ministerial Members or Non-Ministerial Members; and
- (E) To determine whether, and notify the Pension Boards that, a Non-Ministerial Member is, or is no longer, an Eligible Non-Ministerial Member and to determine whether Contributions shall be made for Eligible Non-Ministerial Members.

Section 6.03 Duties Of A Church Or Employer. A Church or Employer will assume, and by virtue of making Contributions to the Plan and/or executing an Adoption Agreement specifying such duties, agrees to assume, the following duties with respect to the Plan:

- (A) To provide the Pension Boards with the data, including employment information, necessary or desirable for the Pension Boards to discharge its duties under the Plan;
- (B) To provide Employees with information about the Plan and to promote participation in the Plan;

- (C) To timely enroll eligible persons in the Plan;
- (D) To timely remit Contributions to the Plan;
- (E) To notify the Pension Boards in writing if the Church or Employer elects to terminate its participation in the Plan; and
- (F) To notify the Pension Boards if a Non-Ministerial Member becomes an Eligible Non-Ministerial Member.

Section 6.04 Limitations On Obligations Of Pension Boards. The Pension Boards shall not have liability nor any authority or responsibility for matters other than as delegated to it under this Plan, under the Trust Agreement, or by operation of law. The Pension Boards shall in no event be liable for breach of fiduciary responsibility or obligation by a Church, Employer, or another fiduciary if the responsibility or authority of the act or omission deemed to be a breach was not within the scope of the Pension Boards' authority or delegated responsibility.

Section 6.05 Exclusive Claims Procedure. Any Member, Beneficiary, Alternate Payee or other individual who intends to make a claim for any Plan benefit that has not been paid, must exclusively make such a claim by filing a written request with the Pension Boards. After due consideration of any such properly filed written claim, the Pension Boards, within 60 days of receipt of the claim, shall accept, deny, or partially accept and partially deny such claim and notify the individual in writing of the decision of the Pension Boards. If the decision is a denial or partial denial, the Pension Boards shall state the specific reasons for the denial, identify the pertinent Plan provisions on which the denial is based, describe any additional material or information necessary for the individual (or their representative) to perfect the claim, and explain why such material or information is necessary. If the Pension Board denies or partially denies the claim, the individual (or their representative) may, within 60 days following receipt by the individual (or their representative) of such denial or partial denial, submit a written appeal of the decision to the Pension Boards. If the individual (or their representative) does not submit a written appeal to the Pension Boards within 60 days of the decision, the decision will become final, binding and conclusive on all parties and subject to no further appeal or review in any court or arbitral proceeding or through any other alternative dispute resolution procedure. If the Pension Boards receive an appropriate, timely and written appeal, the Pension Boards shall, within 60 days following receipt of such an appeal, render a Final Appeal Decision to the individual (or their representative) stating the specific reasons for such decision. Any Final Appeal Decision will be final, binding and conclusive upon all parties.

Any individual (or their representative) may challenge a Final Appeal Decision only through the mandatory binding arbitration provisions set forth in Section 8.06, and only after the individual (or their representative) completed and exhausted the entire claim and appeal process described in this Section 6.05 resulting in a Final Appeal Decision. Any filing of an arbitration demand must be made within 24 months of the issuance of the Final Appeal Decision, or otherwise any right to invoke arbitration or further appeal of any kind will be deemed waived.

Section 6.06 Delegation Of Authority. The Pension Boards may delegate, in writing, all or a portion of its authorities and duties under the Plan to: (i) its Executive Committee or its

Benefits Committee, (ii) the President and Chief Executive Officer of the Pension Boards, and (iii) any third party or agent in the Pension Boards' sole and absolute discretion. The Pension Boards may employ such counsel, auditors, clerical staff, actuaries, and other specialists as it deems necessary or desirable in the administration of the Plan.

Section 6.07 Reliance on Data. The Pension Boards may rely on any certificate, notice or direction, whether oral, written, or electronically transmitted, purporting to have been signed or communicated on behalf of a Church, Employer, Member or any other person which the Pension Boards believes to have authority to act on behalf of such entity or person. The Pension Boards may reasonably rely on the truth, accuracy and completeness of all data provided by a Church, Employer, Member, Beneficiary, or Alternate Payee. Furthermore, the Pension Boards, the Trustee and all fiduciaries with respect to the Plan may reasonably rely on all consents, elections and designations filed with the Plan or those associated with the operation of the Plan and the Trust by any Member, Spouse, Beneficiary, Alternate Payee, or the representatives of such persons without duty to inquire into the genuineness of any such consent, election or designation. The Pension Boards shall not be responsible for any loss caused by its acting upon any Notice, direction or certification of a Church, Employer, Member, Beneficiary, Alternate Payee, or any other person which the Pension Boards reasonably believes to be genuine and communicated by an authorized person.

Section 6.08 Deemed Acceptance of Acts or Omissions by the Pension Boards. If the Pension Boards or an individual or entity with authority delegated by the Pension Boards, acts or fails to act with respect to a Member or a Member's Account and the Member, Beneficiary or Alternate Payee or their representatives have direct or indirect knowledge of such act or failure to act, the failure of the Member, Beneficiary, or Alternate Payee, as applicable, to notify the Pension Boards within a reasonable period of time that such act or failure to act was incorrect or inconsistent with the election or intent of the Member, Beneficiary, or Alternate Payee shall be deemed to be an acceptance and ratification of the Pension Boards' (or the Pension Boards' delegate's) act or failure to act.

Section 6.09 Facility Of Payment. When the Pension Boards believes that a person entitled to receive benefits under the Plan is incapacitated or is otherwise unable to manage such person's financial affairs, or is a minor, the Pension Boards may communicate with, and make benefit payments to, such person's guardian, legal representative or authorized agent in such manner as the Pension Boards deems advisable in its sole and absolute discretion. The Pension Boards may require any guardian, legal representative or authorized agent to agree to indemnify the Plan and Pension Boards for any payments made to the guardian, legal representative or authorized agent. The decision of the Pension Boards, in each such case, will be final, binding, and conclusive upon all persons having any rights under the Plan to the payments. The Pension Boards shall have no obligation to confirm the proper application or expenditure of any such payments. Any benefit payment (or installment thereof) made in accordance with the provisions of this Section 6.09 will completely discharge the obligation for making such payment under the Plan. Notwithstanding the foregoing, nothing in this Section 6.09 shall be interpreted or

construed as creating a duty or obligation by the Pension Boards to make an inquiry as to the competence of any person entitled to receive payments under the Plan.

Section 6.10 Fees And Expenses. The Pension Boards is authorized to deduct from the Accounts of Members, Beneficiaries, Alternate Payees, and the Plan's general assets the expenses and fees incurred in the investment of Plan assets and the administration of the Plan, including an allocable share of the Pension Boards' administrative fees and operating expenses, including brokerage fees, investment management fees and expenses, custodial fees, and transfer taxes applicable to purchases and sales for Investment Funds, each as reasonably determined by the Pension Boards and in accordance with rules and procedures established by the Pension Boards and the Board of Trustees.

Section 6.11 Limitation On Liability. The Pension Boards will not be liable to any person or entity for any of its acts, omissions, or failures to act which is done in good faith and based upon the relevant information provided to the Pension Boards. The Pension Boards shall not be liable for the failure of a Church or Employer to contribute to this Plan on behalf of its Employees. All benefits hereunder are contingent upon and payable solely from the assets of the Plan. No financial obligations other than those which can be satisfied by the Plan assets shall be assumed by the Pension Boards. The Board of Trustees, officers, employees of the Pension Boards will not be personally responsible or otherwise liable for the payment of any benefits under the Plan.

Section 6.12 Persons Who Cannot Be Located and Forfeiture. If after reasonable investigation, the Pension Boards is unable to locate a Member, Beneficiary, or Alternate Payee for a period of at least two years, the Member, Beneficiary, or Alternate Payee shall forfeit their benefit to the Plan, provided, however, that such benefit shall be reinstated (without interest, earnings or back payments) if a claim is made by the Member, Beneficiary, Alternate Payee or authorized person for the forfeited benefit and such claim is approved by the Pension Boards.

Section 6.13 Ownership. The Pension Boards has adopted the Trust Agreement as amended from time to time to hold the assets of the Plan. The Plan incorporates by reference the provisions of the Trust Agreement as if fully set forth herein.

Section 6.14 Retirement Income Account Status.

- (A) This Plan is intended to be, and shall be administered as, a program of retirement income accounts pursuant to Code Section 403(b)(9) and Treasury Regulation § 1.403(b)-9(a)(2).
- (B) This Plan shall maintain sufficient separate accounting for each retirement income Account's interest in the underlying Plan assets so that it is possible at all times to determine the retirement income Account's interest in the underlying Plan assets and to distinguish that interest from any interest that is not part of the retirement income Account.
- (C) The assets held in retirement income accounts under this Plan may not be used for, or diverted to, purposes other than for the exclusive benefit of Members or their Beneficiaries. For this purpose, assets are treated as

diverted to the Church or Employer if there is a loan or other extension of credit from the assets in the Account to the Church or Employer. Any asset of a retirement income Account that is owned or used by a Member, Beneficiary or Alternate Payee is treated as having been distributed or available for distribution to that Member, Beneficiary or Alternate Person.

ARTICLE VII MEMBER ADMINISTRATIVE PROVISIONS

Section 7.01 Address For Notification. Each Member and each Beneficiary of a deceased Member is responsible to file their address and any change of address with the Pension Boards. Any communication, statement or notice addressed to a Member or Beneficiary at their last address filed with the Pension Boards, or as shown on the records of the Church or Employer, is deemed to bind the Member or Beneficiary for all purposes of this Plan.

Section 7.02 Beneficiary Designation.

- (A) Subject to the spousal consent requirements of Section 7.02(D), a Member may designate, in writing, any person or persons (including a trust or other entity), contingently or successively, to whom the Pension Boards will pay the Member's Account in the event of the Member's death. Designation of a Beneficiary shall be made in writing on a form supplied by, and filed with, the Pension Boards. The designation shall specify the Beneficiary by name and relationship. A Beneficiary designation which states a relationship only, and not the name of the individual, shall not be valid. Upon the Member's executing and filing a Beneficiary designation with the Pension Boards, such designation will revoke all designations filed prior to that date by the Member. Marriage revokes all previous Beneficiary designations, and a valid divorce decree under state law invalidates the Member's designation, if any, of their former Spouse as their Beneficiary under the Plan.
- (B) Upon the Member's death, a Beneficiary may designate a subsequent Beneficiary for the Member's Account. Spousal consent is not be required for a surviving Beneficiary or an Alternate Payee to designate a Beneficiary other than their spouse. If the Member dies before commencement of Annuity benefits, any Beneficiary who thereby becomes entitled to a death benefit may, with respect to such benefit, designate or change a Beneficiary or Beneficiaries at any time prior to the commencement of Annuity benefits.
- (C) A Member may designate a Beneficiary or Beneficiaries or change such designated Beneficiary or Beneficiaries at any time prior to the commencement of Annuity benefits. A Member or Beneficiary who has elected an Annuity that includes a Ten Year Certain Beneficiary may, at any time, designate or change a Beneficiary or Beneficiaries to receive any

balance of the 120 months payments provided as a death benefit under that form of payment.

- (D) A married Member shall automatically be deemed to have designated their Spouse as Beneficiary. Upon the death of a married Member, the Surviving Spouse shall be deemed to be the designated Beneficiary unless, prior to the Member's death, the Member designated a non-spousal Beneficiary and the Member's Surviving Spouse consented to such designation (which consent must be on a notarized form prescribed by the Pension Boards and filed with the Pension Boards prior to the Member's death). In the event a married Member provides the Pension Boards with a court-ordered decree of legal separation or with evidence satisfactory to the Pension Boards their Spouse cannot be located, the notarized consent of the Member's Spouse will not be required for the Member to designate a non-Spouse Beneficiary.
- (E) Nothing in this Plan shall prevent the Member from filing a Beneficiary designation required to be filed by an order or decree of a court of competent jurisdiction.
- (F) If the Member who has elected to receive an Annuity benefit under joint-life and survivor options with a Ten Year Certain Beneficiary dies after commencement of Annuity benefits and is survived by the joint-life Annuitant, such surviving Annuitant may designate or change the Ten Year Certain Beneficiary or Beneficiaries previously designated.
- (G) A Ten Year Certain Beneficiary receiving a death benefit may designate or change a Beneficiary to receive any benefit payable under such Annuity after the death of such Beneficiary.
- (H) Except as provided in this Section 7.02, a Beneficiary or Beneficiaries may not be designated or changed with respect to any Annuity benefit after the commencement of that Annuity benefit.
- (I) Subject to the spousal consent requirement set forth in this Section 7.02, and any requirements of Code Section 401(a)(9) and by Section 4.06, a Member may name a trust as a Beneficiary of the Member's Account provided that the (i) only Beneficiaries of such trust are natural persons and (ii) only Beneficiaries of such trust during the life of the Surviving Spouse are such Spouse and persons who are dependents of the Member. In such event, the only elections and Beneficiary designations that may be made with respect to the account shall be those that could be made if the designated Beneficiary were the Surviving Spouse.
- (J) During the lifetime of the Member, no Beneficiary or other person (other than a Spouse) shall have any claim with respect to the Member's right in the Plan.

Section 7.03 No Beneficiary Designation. If a Member fails to name a Beneficiary in accordance with Section 7.02, or if the Beneficiary named by a Member predeceases the Member, then the Pension Boards will pay the Member's Account in accordance with Article IV in the following order of priority, to:

- (1) The Member's Surviving Spouse; and
- (2) The Member's estate.

If a Beneficiary survives the Member, but dies prior to distribution of the entire Member's Account, the Pension Boards will distribute the remaining Member's Account to the Beneficiary's estate.

Section 7.04 Member Data Furnished To The Pension Boards. Each Member, Beneficiary, and Alternate Payee must furnish to the Pension Boards such documents or information as the Pension Boards considers necessary or desirable for the purpose of administering the Plan.

Section 7.05 Salary Reduction Agreement.

- (A) General. A Member may elect, on a Salary Reduction Agreement form provided by the Pension Boards, to make Pre-Tax Contributions and/or Designated Roth Contributions to the Member's Account.
- (B) Election Timing. A Member's Salary Reduction Agreement may not take effect earlier than the first day the Member executes the Salary Reduction Agreement and will apply only with respect to compensation paid or made available after the effective date of the Salary Reduction Agreement. Salary Reduction Agreements are subject to the following requirements:
 - (1) Amounts Must Not be Currently Available. A Salary Reduction Agreement can only be made with respect to an amount that is not currently available to the Employee on the date of the agreement.
 - (2) Contribution May Not Precede Election or the Performance of Services. Contributions made pursuant to a Salary Reduction Agreement shall only be valid if the Salary Reduction Agreement is entered into before: (i) the Employee's performance of service with respect to which the Contributions are made; and (ii) the contribution is made to the Plan.
- (C) Modification of Salary Reduction Agreement. A Member's Salary Reduction Agreement remains in effect until a Member modifies it by executing a new Salary Reduction Agreement or the Member ceases to be eligible to participate in the Plan.

**ARTICLE VIII
MISCELLANEOUS**

Section 8.01 Adoption of Plan

- (A) Adoption by Employer. Any Employer which desires to become a party to the Plan by adopting the Plan for the benefit of eligible persons employed by the Employer does so by signing documents (including an Adoption Agreement) and remitting Contributions, as required by the Pension Boards. If Contributions are made to the Plan by or for a person employed by an Employer, the Employer will be deemed to have adopted the Plan with respect to such Contributions (and any earnings or losses thereon), and, if requested, the Employer will further evidence such adoption in the manner determined by the Pension Boards from time to time.

- (B) Adoption by Church. If Contributions are made to the Plan by or for a person in paid ministerial or non-ministerial Service with a Church, the Church will be deemed to have adopted the Plan with respect to such Contributions (and any earnings or losses thereon), and, if requested, the Church will further evidence such adoption in the manner determined by the Pension Boards from time to time.

Section 8.02 Employment Not Guaranteed. Nothing contained in this Plan, or any modification or amendment to the Plan, or in the creation of any Account, or the payment of any benefit, gives any Employee, Member, or Beneficiary any right to continue employment with an Employer or the Pension Boards, any legal or equitable right against the Church, the Employer, the Pension Boards, any other employee of the Church, or any agents thereof.

Section 8.03 Erroneous Payments. The Plan has a right of reimbursement against any person who receives or holds a payment from the Plan in excess of the amount to which a Member, Spouse, Beneficiary or Alternate Payee is entitled under the terms of the Plan. The Plan's right to recover overpayments from any Member, Spouse, Beneficiary or Alternate Payee exists regardless of the error, event or other circumstances giving rise to the overpayment and shall not be conditioned upon or mitigated by the behavior of any involved party. The Member, Spouse, Beneficiary or Alternate Payee shall not be permitted to raise reliance, estoppel or other legal or equitable defenses in response to any action by the Plan to recover an overpayment. The Plan's right to recovery is an equitable lien by agreement, and the Pension Boards or Trustee may recover the amount overpaid, in any manner determined by the Pension Boards or Trustee to be in the best interests of the Plan, including, but not limited to, by legal action against the recipient and/or holder of the overpayment or by offset against other or future benefits payable to or with respect to the Member, Spouse, Beneficiary, or Alternate Payee under the Plan, regardless of whether the overpaid amounts remain in their possession. The provisions of this Section 8.03 are intended to clarify existing rights of the Plan and apply to all past or future overpayments.

Section 8.04 No Assignment Or Alienation. Except as provided in Section 4.09, neither a Member, Beneficiary nor Alternate Payee shall have the right to sell, assign, pledge, transfer,

or otherwise convey or encumber the Member's, Beneficiary's or Alternate Payee's rights or benefits under the Plan or Trust and the Pension Boards will not recognize any such attempted anticipation, assignment, or alienation. Furthermore, a Member's, Beneficiary's, or Alternate Payee's interest in the Plan is not subject to attachment, garnishment, levy, execution or other legal or equitable process, except as otherwise permitted by law. Disclaimers of a Member's, Beneficiary's or Alternate Payee's rights or benefits under the Plan are permitted under this Plan, but such disclaimers must be in accordance with the policies and procedures established by the Pension Boards.

Section 8.05 Notice, Designation, Election, Consent And Waiver. All Notices under the Plan and all Member, Beneficiary or Alternate Payee designations, elections, consents or waivers must be in writing and made in a form the Pension Boards specifies or otherwise approves. To the extent permitted by applicable law, any Plan Notice, election, consent or waiver may be electronically transmitted by the Pension Boards. Any person entitled to Notice under the Plan may waive notice or shorten the notice period except as otherwise required by the Code.

Notice shall be addressed to the Pension Boards at the following address (or such other address as the Pension Boards may designate in writing from time to time):

Administrator of The United Church of Christ
Lifetime Retirement Plan Income
The Pension Boards – United Church of Christ, Inc.
475 Riverside Drive, Room 1020
New York, NY 10115
Attn: President and Chief Executive Officer
Attn: General Counsel

Section 8.06 Mandatory Arbitration. **This Section 8.06 requires mandatory binding arbitration and a class action waiver. In particular, it requires that any reviews of a Final Appeal Decision and any dispute arising out of, related to or connected in any way to the Plan or the relationship between the Pension Boards and a Member, Beneficiary or Alternate Payee be exclusively resolved through binding arbitration rather than a jury trial and be resolved on an individual basis rather than on a class, consolidated, representative or collective or private attorney general basis, collectively referred to as a “class action.”**

Churches, Employers, and individuals who are or claim to be a Member, Beneficiary, or Alternate Payee in the Plan agree by participating in the Plan to be bound by the mandatory arbitration provisions of this Section 8.06, in consideration for the Pension Boards also agreeing to be bound by such provisions. Any dispute regarding the formation, validity, or enforceability of this Section 8.06 shall be governed by the Federal Arbitration Act and exclusively determined by an arbitrator who is selected as described in this Section 8.06. If any portion of this Section 8.06 is determined to be invalid or unenforceable, that portion shall be severed and the remainder of this Section 8.06 shall be enforced.

Any further review of a Final Appeal Decision rendered under Section 6.05, or any other dispute that arises out of, is related to, or is connected in any way to the Plan or the relationship between the Pension Boards and a Member, Beneficiary, or Alternate Payee must exclusively be resolved

through binding arbitration under this Section 8.06. A party seeking further review of a Final Appeal Decision through arbitration must, as set out in Section 6.05, file a valid arbitration demand within 24 months of the issuance of the Final Appeal Decision. A party seeking to arbitrate any other dispute that arises out of, is related to, or is connected in any way to the Plan or the relationship between the Pension Boards and a Member, Beneficiary, or Alternate Payee must file a valid arbitration demand within 24 months of the date of the facts giving rise to the dispute. Any failure to file an arbitration demand within the required timeframes set out in Section 6.05 and this Section 8.06 will constitute an irrevocable waiver of the right to invoke arbitration or any further appeal of any kind.

Any claim, review or dispute brought in arbitration under this Section 8.06 must be brought on an individual basis only and not on a class, consolidated, representative or collective or private attorney general basis, collectively referred to as a “class action.” The arbitrator shall have no authority to consolidate claims of different Churches, Employers, Members, Beneficiaries, or Alternate Payees into one proceeding or to allow any claim to asserted as a class action. The arbitrary and capricious standard will be used by the arbitrator in reviewing any Final Appeal Decision under the claims and appeals procedures of Section 6.05. The location of the arbitration will be the offices of the Pension Boards set forth in Section 8.05 or such other location agreed to by the Pension Boards. The award of the arbitrator will be final, binding, and conclusive upon all parties. Judgment upon the award rendered may be entered in court pursuant to the requirements of Section 8.07. The fees and costs of arbitration will be allocated to the parties by the arbitrator.

Section 8.07 Governing Law; Judicial Venue; Restriction on Class Actions.

- (A) The Plan and each of its provisions shall be construed and their validity determined by the laws of the State of New York, without giving effect to its conflict of laws or choice of law principles, as the situs of the Trust and this Plan.
- (B) If any party seeks to enforce, challenge or address an arbitration award rendered under the procedures set out in Section 8.06, the party must exclusively do so in the United States District Court for the Southern District of New York or, if that Court has no jurisdiction, the Supreme Court of New York County in New York, New York. Such party waives any objection to the laying of venue in the courts stated above.
- (C) As set out in Section 8.06, any and all reviews of a Final Appeal Decision rendered under Section 6.05, or any dispute that arises out of, is related to, or is connected in any way to the Plan or the relationship between the Pension Boards and a Member, Beneficiary, or Alternate Payee must exclusively be resolved through binding arbitration under Section 8.06. If any party believes that it has a claim, suit, action or other proceeding of any type that falls outside the reach of Section 6.05 and Section 8.06, that party must exclusively file such claim, suit, action or proceeding of any type in the United States District Court for the Southern District of New York or, if that Court has no jurisdiction, the Supreme Court of New York

County in New York, New York. Such party waives any objection to the laying of venue in the courts stated above. Any party to such proceeding may seek to have the proceeding dismissed in favor of, or seek to have the proceedings transferred to, the binding arbitration procedure set out in Section 8.06, and the courts stated above should dismiss the proceeding in favor of, or transfer the proceeding to, the binding arbitration procedure set out in Section 8.06 if the claim, suit action or proceeding comes within the reach of Section 8.06.

- (D) **Any claim filed in court under this Section 8.07 must be filed on an individual basis only, and Churches, Employers, Members, Beneficiaries, Alternate Payees, and the Pension Boards waive the right to initiate or participate in a class, consolidated, representative, collective or private attorney general bases, collectively known as a “class action.”**

Section 8.08 Uniform Services Employment And Reemployment Rights Act Of 1994, As Amended (USERRA) And HEART Act Of 2008 Provisions.

- (A) USERRA. Notwithstanding any provision of this Plan to the contrary, contributions, benefits and Service credit with respect to qualified military service will be provided in accordance with Code Section 414(u).
- (B) HEART Act.
- (1) In the case of a Member who dies while performing qualified military service (as defined in Code Section 414(u)), the survivors of the Member are entitled to any additional benefits (other than benefit accruals relating to the period of qualified military service) provided under the plan had the Member resumed and then terminated employment on account of death.
 - (2) For all purposes under this Plan:
 - (3) A Member who is receiving a Differential Wage Payment is treated as an Employee of the Church or Employer making the payment, and
 - (4) The Differential Wage Payment shall be treated as Compensation.
 - (5) A Member is treated as having experienced a Severance Date during any period the Member is performing services in the uniformed services described in Code Section 3401(h)(2)(A) while on active duty for a period of more than 30 days for purposes of the limitation on in-service distributions with respect to amounts attributable to a Salary Reduction Agreement under this Plan, a Code Section 403(b) tax-sheltered Annuity or a custodial account described in Code Section 403(b)(7). Such Members are not

prohibited from receiving distributions on account of not severing employment. If a distribution is made to a Member pursuant to the foregoing provisions of this Section 8.08(B)(2)(b), such Member is not permitted to make Elective Deferrals, including After-Tax Contributions, to this Plan during the six-month period beginning on the date of the distribution. For purposes of applying this Section 8.08(B)(5), the provisions of Code Sections 410(b)(3), (4) and (5) apply.

Section 8.09 Word Usage. Words used in the masculine will apply to the feminine where applicable and vice versa, and wherever the context of the Plan dictates, the plural will be read as the singular and the singular as the plural.

Section 8.10 Disaster Relief. Notwithstanding any provision of this Plan to the contrary, Contributions, distributions, and loans may, at the Pension Boards' sole and absolute discretion, be provided in accordance with applicable relief related to disasters for which the United States Internal Revenue Service authorizes such disaster relief. The Pension Boards will require the Employer or Member to furnish evidence the Pension Boards requires to confirm that the Employer or Member has validly requested such benefit be provided under this Section 8.10.

Section 8.11 IRS Levy. The Pension Boards may pay from a Member's Beneficiary's, or Alternate Payee's Account the amount that the Pension Boards determines is lawfully demanded under a levy issued by the United States Internal Revenue Service with respect to that Member, Beneficiary or Alternate Payee or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Member, Beneficiary, or Alternate Payee.

ARTICLE IX AMENDMENT, FREEZING, TERMINATION

Section 9.01 Amendment Of Plan Document. The provisions of the Plan may be amended at any time and from time to time by the Pension Boards, provided, however that:

- (A) no amendment shall increase the duties or liabilities of the Pension Boards or of the Trustee without the consent of that party;
- (B) no amendment shall deprive any Member, Beneficiary, or Alternate Payee of any of the benefits to which they are entitled under the Plan immediately prior to the amendment;
- (C) except as may be specifically authorized by applicable law, no amendment shall provide for the use of funds or assets to provide benefits under the Plan other than: (i) for the benefit of Members, Beneficiaries or Alternate Payees, and (ii) to pay or reimburse the Pension Boards for the investment management and administrative expenses of the Plan.

Each amendment shall be approved by the Board of Trustees, its Executive Committee, or its Benefits Committee, by resolution or by written instrument executed by its duly appointed delegate.

Each Church and Employer by its adoption of the Plan, delegates to the Board of Trustees and the President and Chief Executive Officer of the Pension Boards, or their duly appointed delegate, the full power and authority to amend the Plan on its behalf.

Section 9.02 Freezing Of Plan. The Board of Trustees may, at any time, cease (freeze) further Contributions to the Plan. Upon freezing of the Plan, the provisions of the Plan (other than provisions permitting continued Contributions) remain operative until distribution of all Accounts to the Members.

Section 9.03 Plan Continuation By Successor. In the event of the dissolution, merger, consolidation, or reorganization of the United Church of Christ, provision may be made for a continuation of the Plan by any successor with the consent of the Pension Boards, provided such successor is eligible to maintain a Church Plan. In such event, the successor shall assume upon the effectiveness of its appointment, the Plan liabilities and have all the powers, duties and responsibilities under the Plan.

Section 9.04 Plan Merger Or Consolidation. In the event of a merger or consolidation with, or transfer of assets or liabilities to any other plan, each Member will receive a benefit immediately after such merger, etc. (if the Plan then terminated) which is at least equal to the benefit the Member was entitled to immediately before such merger, etc. (if the Plan had terminated).

Section 9.05 Termination Of Plan.

- (A) The Pension Boards and a Church or Employer may agree, at any time, to terminate the Plan with respect to the Church or Employer. In the event of such termination of the Plan, the amounts maintained in Accounts of affected Members shall, unless the Pension Boards exercises its right pursuant to Section 9.05(B) remain to be used by the Pension Boards to pay benefits to or on behalf of the affected Members in accordance with applicable provisions of the Plan or any Prior Plan.
- (B) In the event the Plan is terminated under this Section 9.05, the Pension Boards shall, notwithstanding anything in this Plan to the contrary, have the right to make a single sum payment to each affected Member, Beneficiary or Alternate Payee with benefit rights under the Plan in lieu of making the benefit payments otherwise provided for herein, thereby fully discharging the Plan, the Pension Boards, Board of Trustees and employees of the Pension Boards of all liability with respect thereto.
- (C) Any termination of the Plan, any elimination of future contributions to the Plan for existing Members, or any limitation of participation in the Plan to existing Members shall be done only in accordance with the provisions of Treasury Regulation § 1.403(b)-10(a).

Appendix A

Actuarial Assumptions For Determining Benefits (Section 1.82)

Except as otherwise specifically provided in the Plan, the actuarial assumptions used to determine Present Value or other actuarially equivalent benefits, whenever such benefits are calculated under the Plan, shall be:

- Mortality: 2012 Individual Annuity Mortality Period Table
- Interest Rate: 4%
- Projection Scale: G2
- Projection Years: Current valuation year minus 2012
- Both the Mortality Table and Projection Scale are sex distinct

The above assumptions are subject to amendment under Section 9.01.

Formula for Calculating Semi-annual Adjustments of Monthly Benefit Payments for Balanced Benefit Annuities and Equity Benefit Annuities (Section 1.13 and Section 1.49)

Except as otherwise specifically provided in the Plan or as may be modified by Resolutions of the Benefits Committee or Board of Trustees, from time to time:

Monthly benefit payments from the Plan for Balanced Benefit Annuities and Equity Benefit Annuities shall be adjusted semi-annually based on the net performance after fees of their respective separate underlying investment funds. The percentage net investment performance after fees are reported by the Plan's securities custodian for the then immediately preceding July 1 to December 31 or January 1 to June 30 (each a "Performance Period"). The monthly benefit payments for the Balanced Benefit Annuities and Equity Benefit Annuities shall be adjusted for the immediately succeeding six-month periods commencing April 1 or October 1 (each an "Adjustment Period"), based on the performance of their respective separate underlying investment funds for the applicable Performance Period.

The percentage adjustment to the monthly benefit payments for the Balanced Benefit Annuities and Equity Benefit Annuities for each Adjustment Period based on the applicable Performance Period is calculated by subtracting 1.96% from the net investment performance after fees to exclude the embedded annual growth assumption in the initial annuitization calculation.