

**GUAM-MICRONESIA MISSION OF SEVENTH-DAY ADVENTISTS
RETIREMENT PLAN**

PLAN DOCUMENT

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**GUAM-MICRONESIA MISSION OF SEVENTH-DAY ADVENTISTS
RETIREMENT PLAN**

ARTICLE I

INTRODUCTION

1.01 Establishment of the Guam-Micronesia Mission of Seventh-day Adventists Retirement Plan. The North American Division of the General Conference of Seventh-day Adventists has established this Guam-Micronesia Mission of Seventh-day Adventists Retirement Plan in order to provide retirement income security to Employees of Participating Employers.

1.02 Establishment of Plan.

(a) Collectively, the Plan is comprised of the Plan Document, the participation agreement and the Administrative Appendix.

(b) A Participating Employer shall evidence its adoption of this Plan through a participation agreement. Each Participating Employer, by adopting this Plan, shall establish a separate Code section 403(b)(9) plan, independent from the plan of any other Participating Employer.

(c) The Plan is intended to be a retirement income account program described in section 403(b)(9) of the Internal Revenue Code of 1986, as amended (the "Code") and Treasury Regulation section 1.403(b)-9(a)(2)(ii). The Plan is also intended to be a "church plan" within the meaning of section 414(e) of the Code and section 3(33) of the Employee Retirement Income Security Act of 1974 ("ERISA"). The Plan is therefore exempt from ERISA. It is intended that the Plan will be interpreted to comply with the applicable provisions of the Code and all applicable regulations and rulings issued under the Code. References to the Code and the Internal Revenue Service ("IRS") shall also incorporate the corresponding provisions of the Guam Code Annotated, the Guam Department of Taxation and Revenue, the Northern Marianas Territorial Income Tax and the Saipan Department of Revenue and Taxation, respectively.

(d) The Guam-Micronesia Mission of Seventh-day Adventist 401(k) Profit Sharing Plan was merged into this Plan on January 1, 2018.

1.03 Effective Date. The Effective Date for each Participating Employer's Plan shall be the date specified in the participation agreement. The Effective Date of the establishment of this Plan is January 1, 2018.

ARTICLE II

DEFINITIONS

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

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

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

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

(c) A Basic Contributions Account which includes any Basic Contributions made by a Participating Employer pursuant to Section 4.03 and any earnings thereon.

(d) A Matching Contributions Account which includes any Matching Contributions made by a Participating Employer pursuant to Section 4.04 and any earnings thereon.

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

(f) A Roth Rollover Contributions Account which includes Roth Rollover Contributions made pursuant to Section 4.05 and any earnings thereon.

(g) An In-Plan Roth Rollover Contributions Account which includes In-Plan Roth Rollovers made pursuant to Section 8.11(a)(1) and any earnings thereon.

(h) An In-Plan Roth Transfer Contributions Account which includes In-Plan Roth Transfers made pursuant to Section 8.11(a)(2) and any earnings thereon.

(i) A Merger/Transfer Contributions Account which includes Account Balances transferred to this Plan from another plan of the Participating Employer made pursuant to Section 4.06 and any earnings thereon.

2.02 Account Balance. The term “Account Balance” means the total benefit to which a Participant or the Participant’s Beneficiary is entitled under the Plan, taking into account all contributions made to the Plan and all earnings or losses (including expenses) that are allocable to the Participant’s Account, any Rollover Contributions or transfers held under the Participant’s Account, and any distribution made to the Participant, the Participant’s Beneficiary, or any alternate payee. The Account Balance includes any part of the Participant’s Account that is treated

under the Plan as a separate contract to which section 403(c) (or another applicable provision of the Code) applies.

2.03 Administrative Appendix. The term “Administrative Appendix” shall mean the separate appendix described in Section 10.04, which identifies the persons to whom Plan administrative functions have been allocated.

2.04 Basic Employer Contributions. The term “Basic Employer Contributions” means the contributions made to the Plan by a Participating Employer as described in Section 4.03.

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

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

2.06 Board. The term “Board” shall mean the Adventist Retirement Plan Board, or a committee delegated by the Board to be responsible for the management and administration of the Plan as provided in Article X.

2.07 Break in Service. The term “Break in Service” shall mean a period of at least one year commencing on the Employee’s Severance From Employment date during which an Employee fails to perform an Hour of Service.

2.08 Church. The term “Church” shall mean the Seventh-day Adventist Church.

2.09 Code. The term “Code” shall mean the Internal Revenue Code of 1986, as amended, and the corresponding provisions of the Guam Code Annotated and the Northern Marianas Territorial Income Tax, respectively.

2.10 Compensation. The term “Compensation” shall mean amounts reportable as wages, tips or other income on IRS Form W-2, including salary reduction amounts to 401(k) or 403(b) plans and amounts not includible in the Employee’s income pursuant to Code sections 125 (cafeteria plan) and 132(f)(4) (transportation plan), and automobile, gas and child allowances. Compensation shall exclude severance payments, payments for unused accrued sick, vacation or other leave, reimbursements or other expense allowances, fringe benefits (cash and noncash), Christmas bonuses, moving expenses, deferred compensation and welfare benefits. In the case of Participants who are ordained, commissioned or licensed ministers, Compensation shall exclude clergy housing allowance which is excludable from income pursuant to Code section 107.

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

2.12 Effective Date. The term “Effective Date” shall have the meaning provided in Section 1.03.

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

2.14 Eligible Employee. The term “Eligible Employee” shall mean an Employee who meets the eligibility and participation requirements of Section 3.01.

2.15 Employee.

(a) The term “Employee” shall mean an individual who is a common-law employee of a Participating Employer and is receiving remuneration for services rendered to that Participating Employer.

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

- (1) a Temporary Employee;
- (2) a Student Employee;
- (3) a nonresident alien with no U.S. source income (other than an individual who is also an Interdivision Employee);
- (4) a leased employee;

- (5) an independent contractor;
- (6) an Interdivision Employee of the NAD;
- (7) an auxiliary employee;
- (8) an adjunct professor; or
- (9) employees covered by a collective bargaining agreement, provided that retirement benefits were the subject of good faith bargaining between the Employer and the union, and the exclusion of such Employees occurs as a result of such good faith bargaining over retirement benefits.

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

2.16 Employer. The term "Employer" shall mean Guam-Micronesia Mission of Seventh-day Adventists and Related Employers that adopt the Plan. Unless the context of the Plan clearly indicates to the contrary, the term "Employer" shall be deemed to include each Participating Employer described in Section 2.34.

2.17 ERISA. The term "ERISA" shall mean the Employee Retirement Income Security Act of 1974, as amended.

2.18 Forfeiture. The term "Forfeiture" shall mean a Forfeiture as described in Section 5.02.

2.19 General Conference. The term "General Conference" shall mean the General Conference of Seventh-day Adventists.

2.20 Highly Compensated Employee.

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

(b) A highly compensated active Employee means any Employee who for the preceding year had compensation from the Employer in excess of \$120,000, (as adjusted by the Secretary of the Treasury for cost of living increases after 2018, in accordance with Code section 414(q)). For this purpose, the applicable year of the Plan for which a determination is being made is called a determination year and the preceding 12-month period is called a look-back year.

(c) The determination of a Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for

that determination year, in accordance with section 1.414(q)-1T, A-4 of the Treasury Regulations and IRS Notice 97-45.

For purposes of determining who is a Highly Compensated Employee, the term “compensation” shall mean Compensation as defined in Section 2.10.

2.21 Hour of Service. The term “Hour of Service” shall mean each hour for which an Employee is paid, or entitled to payment, for performance of duties for the Employer.

2.22 In-Plan Roth Rollover Contributions. The term “In-Plan Roth Rollover Contributions” shall mean those contributions made to the Plan pursuant to an In-Plan Roth Rollover in accordance with the provisions of Section 8.11(a)(1).

2.23 In-Plan Roth Transfer Contributions. The term “In-Plan Roth Transfer Contributions” shall mean those contributions made to the Plan pursuant to an In-Plan Roth Transfer in accordance with the provisions of Section 8.11(a)(2).

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

2.25 Interdivision Employee. The term “Interdivision Employee” shall mean an individual based in the United States, or serving in the United States and based in another country, who has been voted by the General Conference Appointees Committee to serve in other than his or her base division under the terms of the General Conference Working Policy for Interdivision Employees.

2.26 IRA. The term “IRA” shall mean an individual retirement account described in Code section 408(a).

2.27 Matching Contributions. The term “Matching Contributions” shall mean those contributions paid by the Participating Employer to the Plan pursuant to Section 4.04.

2.28 Merger/Transfer Contributions. The term “Merger/Transfer Contributions” shall mean those contributions transferred to this Plan as a result of a merger or transfer from another church 401(a) or 403(b) plan maintained by a Participating Employer pursuant to Section 4.06.

2.29 NAD. The term “NAD” shall mean the North American Division of the General Conference of Seventh-day Adventists.

2.30 NADCOM. The term “NADCOM” shall mean the Committee for the North American Division of the General Conference of Seventh-day Adventists.

2.31 Non-Highly Compensated Employee. The term “Non-Highly Compensated Employee” shall mean any Employee who is not a Highly Compensated Employee.

2.32 Non-Qualified Church-Controlled Organization. The term “Non-Qualified Church Controlled Organization” or “Non-QCCO” shall mean a church-controlled tax-exempt organization described in Code section 501(c)(3) that is that is neither a “church” within the meaning of Code section 3121(w)(3)(A) nor a “qualified church-controlled organization” within the meaning of Code section 3121(w)(3)(B).

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

2.34 Participating Employer. The term “Participating Employer” shall mean an Employer which is deemed to have adopted this Plan in such manner as may be approved by the Board from time to time and by virtue of making contributions required of Participating Employers hereunder.

2.35 Plan. The term “Plan” shall mean the retirement plan established by the Participating Employer. The Plan adopted by each Participating Employer is a separate plan, independent from the plan of any other Participating Employer.

2.36 Plan Document. The term “Plan Document” shall mean the Guam-Micronesia Mission of Seventh-day Adventists Retirement Plan as set forth in this document.

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

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

2.39 Related Employer. The term “Related Employer” means any entity which is under common control with the Participating Employer as described in Code section 414(c)(2) and any subsequent statutory or regulatory guidance issued by the IRS.

2.40 Rollover Contributions. The term “Rollover Contributions” shall mean the amount of contributions which are directly transferred to the Plan in an eligible rollover distribution made in accordance with the requirements of Section 4.05, but not including any Roth Rollover Contributions.

2.41 Roth Contributions. The term “Roth Contributions” shall mean voluntary after-tax salary deferrals paid by the Participating Employer to the Plan at the election of Participants pursuant to Section 4.02.

2.42 Roth Rollover Contributions. The term “Roth Rollover Contributions” shall mean the amount of Roth elective deferrals, within the meaning of Code section 402A, which are directly transferred to the Plan in an eligible rollover distribution made pursuant to Section 4.05.

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

2.44 Salary Reduction Contributions. The term “Salary Reduction Contributions” shall mean those voluntary pre-tax salary deferrals paid by the Participating Employer to the Plan at the election of Participants pursuant to Section 4.01(b), or pursuant to automatic enrollment or automatic escalation provisions described in Section 4.01(c).

2.45 Severance From Employment. “Severance From Employment” occurs when an Employee ceases to be employed by the Employer maintaining the Plan or a Related Employer that is eligible to maintain a 403(b) plan under section 1.403(b)-2(b)(8) of the regulations, even if the Employee remains employed with another entity that is a Related Employer where either (a) such Related Employer is not an eligible Employer or (b) the Employee is employed in a capacity that is not employment with an eligible Employer.

2.46 Spouse. The term “Spouse” shall mean a Participant’s spouse, as determined under the policies of the Participating Employer or parent organization that employed the Participant.

2.47 Student Employee. The term “Student Employee” shall mean an employee whose work in a NAD educational institution or an affiliated industry is classified as student labor by the Participating Employer.

2.48 Temporary Employee. The term “Temporary Employee” shall mean a person who is employed in a job position that is not expected to last longer than five months at the time such person’s employment commences.

2.49 Trust Fund. The term “Trust Fund” shall mean all assets of the Plan held by the Trustee pursuant to the terms of the Trust Agreement.

2.50 Trustee. The term “Trustee” shall mean the corporation, individual or individuals as may from time to time be designated by the Board to serve as such. The appointment, removal, and terms and conditions of employment of the Trustee shall be determined by the Board.

2.51 Valuation Date. The term “Valuation Date” shall mean each day the New York Stock Exchange is open for business or such other dates as may be designated by the Board, on which date the fair market value of the Trust assets shall be determined. The designation of a special date by the Board for valuation purposes shall not change the Valuation Date from each business day and shall be in addition to such date, unless otherwise determined by the Board.

2.52 Year of Service. The term “Year of Service” means the number of whole years of the Employee’s total periods of service. If a non-vested Employee has a Break in Service of five (5) or more years, his or her period of service before such Break in Service shall not be taken into account when computing his or her Years of Service for purposes of eligibility or vesting. For purposes of vesting, Years of Service shall include all Years of Service with any other division of the Seventh-day Adventist Church.

ARTICLE III

ELIGIBILITY AND PARTICIPATION

3.01 Participation.

(a) Any Employee that is not excluded from participating under Section 2.15(b) who has attained age twenty (20) and completed the earlier of (i) 3 months of service with the Participating Employer (for which the Employee completes at least 83 Hours of Service in each month) or (ii) one Year of Service with the Participating Employer, shall become a Participant in this Plan upon the Effective Date or upon the next pay period following the date on which the Employee meets the eligibility requirements described above.

(b) If an Employee participating in the Plan becomes ineligible to participate in the Plan, the Employee shall be credited with Years of Service for vesting purposes in the same manner as if he or she were not an excluded Employee. However, allocation of Employer contributions and Forfeitures for the Plan Year in which the Employee becomes an excluded employee shall be based exclusively on Compensation received while the Participant is not subject to the exclusion. If an employee subject to the exclusion ceases to be subject to such exclusion, the Employee shall actively participate in the Plan as of the date on which he or she ceases to be an Excluded Employee and meets the participation requirements described in Section 3.01(a). Allocation of Employer contributions and Forfeitures for the Plan Year in which the Employee becomes an active Participant shall be based exclusively on Compensation received while the Participant is not subject to the exclusion.

3.02 Elective Deferrals by Ineligible Employees. An individual who is employed by a Participating Employer but who is not eligible to participate under Section 3.01 of this Plan shall be eligible to make Salary Reduction Contributions and/or Roth Contributions to the Plan pursuant to the provisions of Section 4.01 or 4.02, as applicable; provided, however, that the amount of Salary Reduction Contributions and/or Roth Contributions for such individual in any Plan Year must be at least \$200. An individual who makes Salary Reduction Contributions and/or Roth Contributions pursuant to this Section 3.02 shall become a Participant in the Plan effective with the receipt of such contributions; provided, however, that no Basic Contributions or Matching Contributions shall be made on behalf of any such individual.

3.03 Break in Service Rules and Reemployment. The interest of a former Employee or Participant under the Plan upon reemployment shall be governed by the following provisions:

(a) Employee Not Previously Eligible. In general, a former Employee who did not satisfy the requirements of Section 3.01(a) as of the date of his or her termination from service shall become a Participant in the Plan after reemployment with a Participating Employer as if he or she were a new Employee, pursuant to the participation requirements set forth in Section 3.01(a).

A former Employee who did not become a Participant in the Plan before he or she terminated employment but who satisfied the service requirement of Section 3.01(a) as of

the date of his or her termination, and who does not incur five consecutive one-year Breaks in Service, shall retain credit for his or her service before termination. Accordingly, if the Employee met the eligibility requirements of Section 3.01(a) but terminated before his or her entry date, he or she shall become a Participant in the Plan as of his or her reemployment date with the Participating Employer.

(b) Vested Participant. A former Employee who maintains a vested interest in his or her Account as of the date of termination of employment shall become an active Participant in the Plan effective as of the date of reemployment with the Participating Employer. All Years of Service shall be considered for purposes of determining his or her vested interest in his or her Account under Article V.

(c) Non-Vested Participant. A Participant who does not maintain a vested interest in his or her Account on the date of termination of employment and who does not incur five consecutive one-year Breaks in Service shall become a Participant in the Plan effective as of the date of reemployment with the Participating Employer. All Years of Service shall be considered for purposes of determining his or her vested interest in his or her Account under Article V.

However, if such former Employee incurs five consecutive one-year Breaks in Service, only his or her Years of Service after reemployment shall be considered for eligibility and vesting purposes and accordingly, he or she shall become a Participant in the Plan after reemployment with the Participating Employer pursuant to the eligibility requirements of Section 3.01(a).

Similarly, if a Participant who does not have a vested interest in his or her Account incurs five consecutive one-year Breaks in Service, Years of Service before such five consecutive one-year Breaks in Service shall not be considered for vesting or eligibility purposes.

3.04 Termination of Participation. A Participant shall cease to be a Participant as of the date the Participant receives a total distribution of the vested interest in his or her Account. For purposes of this Section 3.04, a Participant with a zero percentage (0%) vested interest in his or her Account shall be deemed to receive a total distribution of the vested interest in his or her Account as of the date of the Participant's Severance From Employment.

ARTICLE IV
CONTRIBUTIONS

4.01 Salary Reduction Contributions.

(a) Salary Reduction Contributions. Subject to the limitations in Article VII, each Participant may elect to defer a specified percentage of his or her Compensation which would have been received in the Plan Year except for the deferral election. Such amount may also include any age 50 catch-up contributions made pursuant to Code section 414(v). A Participant that has elected to defer Compensation who is receiving sick or disability pay from his or her Participating Employer shall have Salary Reduction Contributions made from those sources of income without making a separate deferral election. All such contributions shall be credited to the Participant's Salary Reduction Contributions Account.

(b) Salary Reduction Agreement.

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

(2) For purposes of the Salary Reduction Agreement, "Compensation" means Compensation as defined in Section 2.10 for services rendered to the Participating Employer by the Participant which is not currently available prior to the effective date of the Salary Reduction Agreement.

(c) Automatic Enrollment and Automatic Escalation of Salary Reduction Contributions.

(1) Automatic Enrollment. Notwithstanding the provisions of this Section 4.01 set out above, a Participating Employer shall automatically deduct Salary Reduction Contributions in the amount of three percent (3%) from the Compensation of each of its Employees and each newly hired Employee who is

eligible to participate in the Plan pursuant to Section 3.01 but who is not making Salary Reduction Contributions or Roth Contributions in the amount of at least three percent (3%) of Compensation, and automatically credit such amounts to a Salary Reduction Contributions Account established for each such Employee, unless such Employee specifically requests, in the manner prescribed by the Board, pursuant to Section 4.01(c)(3)(B), that such salary reduction shall not occur.

(2) Automatic Escalation. Beginning July 1, 2019, all eligible Employees who are not making Salary Reduction Contributions or Roth Contributions of at least seven percent (7%) of Compensation will have their Salary Reduction Contributions increased by one percent (1%) each July 1 until their Salary Reduction Contributions reach seven percent (7%) of Compensation. The one percent (1%) increase will be effective beginning with the first pay period that begins on or after July 1 of each year.

(3) The following requirements apply to automatic enrollment and automatic escalation contributions pursuant to this Section 4.01(c):

(A) Contributions made under the automatic enrollment provision shall be credited to the Investment Option(s) selected for this purpose by the Plan Administrator.

(B) This Section 4.01(c) shall not apply to the extent an Employee files an election for a different percentage reduction or elects to have no Compensation reduction. An Employee must specifically request each year that he or she does not want automatic escalation to occur.

(C) Any Employee subject to the provisions of this Section 4.01(c) shall receive at least 30 days, but not more than 90 days, before the beginning of the Plan Year, a notice that describes the Employee's rights and obligations under this Section 4.01(c) (including the information in this Section 4.01(c) and identification of how the Employee can file an election or make a designation as described in subsection 4.01(c)(3)(B), and the refund right under Section 4.01(c)(3)(D), including the specific name and location of the person with whom any such election or designation may be filed), and how the contributions under this Section 4.01(c) will be invested. If an Employee becomes subject to the provisions of this Section 4.01(c) after the 90th day before the beginning of the Plan Year and does not receive the notice for that reason, the notice shall be provided no more than 90 days before the Employee becomes subject to the provisions of this Section 4.01(c) but not later than the date the Employee becomes subject to this Section 4.01(c).

(D) An Employee who has been automatically enrolled under Section 4.01(c)(1) may elect to withdraw all of the contributions made on his or her behalf under Section 4.01(c)(1), including earnings thereon, to the date of the withdrawal. This withdrawal right is available only if the withdrawal election is made within 90 days after the date of the first contribution made under Section 4.01(c)(1). The amount to be distributed from the Plan upon the

Employee's request shall be equal to the amount of Salary Reduction Contributions made pursuant to the automatic enrollment provisions of Section 4.01(c)(1) through the earlier of (i) the pay date for the second payroll period that begins after the Employee's withdrawal request and (ii) the first pay date that occurs after 30 days after the Employee's withdrawal request, and shall include attributable earnings through the date of distribution. Unless the Employee affirmatively elects otherwise, any withdrawal request shall be treated as an affirmative election to stop having Salary Reduction Contributions made to the Plan on the Employee's behalf as of such date. Any contributions distributed pursuant to this Section 4.01(c)(3)(D) shall not be counted towards the dollar limit on Salary Reduction Contributions contained in Code section 402(g). Any fee charged to the Employee for the withdrawal shall not be greater than any other fee charged for a cash distribution.

(E) Salary Reduction Contributions made pursuant to this Section 4.01(c) shall be reduced or stopped to meet the limitations under Code sections 402(g) and 415 and to satisfy any suspension period required after a hardship distribution.

(F) Automatic payroll deductions made pursuant to this Section 4.01(c) must comply with requirements that may be established by the Internal Revenue Service with respect thereto.

4.02 Roth Contributions.

(a) Subject to the limitations in Article VII, each Participant may elect to defer a specified percentage of his Compensation as a Roth Contribution.

(b) A Participant that has elected to defer Compensation as Roth Contributions who is receiving sick or disability pay from his or her Participating Employer shall have Roth Contributions made from those sources of income without making a separate deferral election. Unless specifically stated otherwise, Roth Contributions shall be treated as Salary Reduction Contributions for all purposes under the Plan.

(c) Separate Accounting.

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

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

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

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

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

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

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

4.03 Basic Contributions.

(a) Subject to the limitations in Article VII, a Participating Employer shall contribute Basic Contributions each pay period for each Employee who is eligible for Basic Contributions, based on Compensation earned after the Employee becomes eligible for such contributions. All Participating Employers except for the Guam Seventh-day Adventist Clinic shall make Basic Contributions in an amount equal to five percent (5%) of each eligible Employee's Compensation. The Guam Seventh-day Adventist Clinic shall make Basic Contributions in an amount equal to three percent (3%) of each eligible Employee's Compensation.

(b) A Participating Employer shall contribute Basic Contributions on behalf of each individual who is eligible for Basic Contributions under Section 4.03(a), including each individual who is eligible for Basic Contributions that is receiving sick or disability payments from the Participating Employer.

(c) All Basic Contributions shall be credited to the Participant's Basic Contributions Account.

4.04 Matching Contributions. Subject to the limitations in Article VII, a Participating Employer shall contribute Matching Contributions each pay period for each Employee who is eligible for Matching Contributions. All Participating Employers except for the Guam Seventh-day Adventist Clinic shall make Matching Contributions in an amount up to three percent (3%) of a Participant's Elective Deferral Contributions. Participants who are Employees of the Guam Seventh-day Adventist Clinic shall not receive Matching Contributions. All Matching Contributions shall be credited to the Participant's Matching Contributions Account.

4.05 Rollover Contributions. The Plan will accept Rollover Contributions as provided in this Section 4.05. Except in the case of a direct rollover from another Roth elective deferral account under a retirement plan described in Code section 402A(e)(1), Rollover Contributions shall be credited to the Participant's Rollover Contributions Account. Notwithstanding any of the provisions of this Section 4.05, a Participant or former Participant who is a minister that rolled all

or a portion of his or her Account into an Eligible Retirement Plan may roll such amounts back into this Plan in accordance with procedures established by the Board, as long as such rollover is a direct rollover of a distribution from an Eligible Retirement Plan.

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

(b) Eligible Rollover Distribution. For purposes of this Section 4.05, an Eligible Rollover Distribution means any distribution of all or any portion of a Participant's benefit under another Eligible Retirement Plan, except that an Eligible Rollover Distribution does not include (1) any installment payment for a period of ten (10) years or more, (2) any distribution made upon hardship, or (3) for any other distribution, the portion, if any, of the distribution that is a required minimum distribution under Code section 401(a)(9).

(c) Eligible Retirement Plan. For purposes of this Section 4.05, an Eligible Retirement Plan" includes: (i) a Code section 403(b)(7) custodial account or a Code section 403(b)(9) retirement income account; (ii) an individual retirement account described in Code section 408(a); (iii) a qualified trust described in Code section 401(a); and (iv) an eligible deferred compensation plan described in Code section 457(b) that is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state.

(d) Roth Rollovers. Notwithstanding the foregoing provisions of this Section 4.05, the Plan will accept rollovers of Roth elective deferrals only if it is a direct rollover from another Roth elective deferral account under an applicable retirement plan described in Code section 402A(e)(1) and only to the extent the rollover is permitted under the rules of Code section 402(c). Such amounts shall be credited to the Participant's Roth Rollover Contributions Account and shall be fully vested at all times and nonforfeitable.

(e) Information Regarding Participant Basis Required. A rollover of an Eligible Rollover Distribution that includes Roth Contributions will only be accepted if the Plan Administrator obtains information regarding the Participant's tax basis under Code section 72 in the amount rolled over.

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

4.06 Mergers or Transfers from Another Plan of the Participating Employer. At the Plan's sole discretion, the Plan may merge with or accept transfers from another church 401(a) or 403(b) plan maintained by a Participating Employer. A Participant's or Beneficiary's total accrued benefit immediately after the merger or transfer must be equal to or greater than the

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

4.07 Payment of Contributions. All Elective Deferrals, Basic Contributions and Matching Contributions made under this Plan shall be due the Plan by the end of the week following the week the payroll was completed with respect to which such contributions are withheld or determined, and shall be credited pursuant to procedures established by the Plan Administrator from time to time.

4.08 Correction of Errors. If any contribution (or any portion of a contribution) is made to the Plan by a good faith mistake of fact then, within one year after the payment of the contribution, and upon receipt in good order of a proper request approved by the Plan Administrator, the amount of the mistaken contribution (adjusted for any income or loss in value, if any, allocable thereto) shall be returned directly to the Participant or, to the extent required or permitted by the Plan Administrator, to the Employer. For purposes of this Section 4.08, a good-faith mistake of fact includes an arithmetical or typographical error.

ARTICLE V

VESTING

5.01 Vesting.

(a) All amounts held in a Participant's Salary Reduction Contributions Account, Roth Contributions Account, Rollover Contributions Account and Merger/Transfer Contributions Account shall be fully vested at all times and shall not be subject to forfeiture for any reason.

(b) Amounts in a Participant's Basic Contributions Account and Matching Contributions Account shall be fully vested and nonforfeitable upon the occurrence of any of the following events:

- (1) Death while employed by the Participating Employer;
- (2) Disability while employed by the Participating Employer;
- (3) Attainment of age 65; or
- (4) Termination of the Plan.

(c) Vesting Schedule. Except as otherwise provided above, a Participant's interest in the balance of his or her Basic Contributions Account and Matching Contributions Account shall become vested in accordance with the following schedule:

<u>Years of Service</u>	<u>Vested Percentage</u>
Less than 1	0%
1	20%
2	40%
3	60%
4	80%
5 or more	100%

(d) Amendment of Vesting Schedule. A Participant's vested interest in his or her Basic Contributions Account and Matching Contributions account shall not be reduced as a result of any future direct or indirect amendment to this section 5.01.

5.02 Forfeitures.

(a) General. Any portion of a Participant's Account that is not vested under the provisions of this Article V shall constitute a forfeiture as of the earlier of the date of the complete distribution of the Participant's vested account after termination of employment or the last day of the Plan Year in which the Participant incurs five consecutive one-year Breaks in Service. For purposes of this section 5.02, a Participant whose vested interest in

his or her Account is zero (0) shall be deemed to receive a total distribution of his or her vested interest in the Account as of the date of the Participant's termination of employment.

(b) Reemployment after Forfeiture.

(1) Restoration of Forfeiture. If a Participant is reemployed before incurring five consecutive one-year Breaks in Service, the amount of the Forfeiture incurred shall be fully restored as provided in section 5.02(b)(2) below if the Participant repays the full amount of the prior distribution (if any) before the earlier of (A) the date which is five years after he or she is reemployed by the Participating Employer or (B) the date on which he incurs five consecutive one-year Breaks in Service. If the Participant does not make full repayment of the prior distribution by such date, the amount of the Forfeiture shall not be restored. Partial repayment of a prior distribution of a Participant's vested interest in his or her Account is not permitted.

(2) Source of Restored Amounts. The amount of any Forfeiture to be restored for any Plan Year may be restored from Forfeitures occurring during the Plan Year for which the restoration is required, from additional Employer contributions for such Plan Year, or from Trust income, as the Board may determine.

(3) No Restoration after Five Consecutive One-Year Breaks in Service. If a Participant is reemployed after incurring five consecutive one-year Breaks in Service, no portion of his or her nonvested Account constituting a Forfeiture shall be restored, and any undistributed vested interest in his or her Account shall be maintained as a separate fully vested Account.

(c) Allocation of Forfeitures. Forfeitures attributable to Matching Contributions and Basic Contributions during a Plan Year which are not used to restore Participants' Accounts as of the last day of such Plan year shall first be applied to Trustee and administrative fees incurred by the Plan. To the extent that Forfeitures exceed the amount applied to Trustee and administrative fees, the remaining Forfeitures shall offset and apply against any required Basic or Matching Contributions for such Plan Year.

ARTICLE VI

INVESTMENTS

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

6.02 Exclusive Benefit. Each Account shall provide for it to be impossible, prior to the satisfaction of all liabilities with respect to Participants and their Beneficiaries, for any part of the assets and income of the Account to be used for, or diverted to, purposes other than for the exclusive benefit of Participants and their Beneficiaries.

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

(a) Investment Options. The Board shall, in its discretion, select Investment Options in which the Trust will purchase unit shares pursuant to Participant investment instructions provided in accordance with this Section 6.03. The Board, in its discretion, may from time to time change the Investment Options, delete Investment Options or offer additional Investment Options. The Board reserves the right to provide Investment Options that are screened to reflect the faith and belief of the Seventh-day Adventist Church, and to apply those screens to the default Investment Option. The Board will also provide unscreened Investment Options.

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

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

(d) Investment Procedures. Each Participant may make the election described in Sections 6.03(b) and (c) by filing an election form with the Board or its authorized agent. A Participant may change any investment election at any time to be effective as soon as administratively feasible. The Board or its authorized agent may authorize alternative methods for making changes in investment elections, including electronic or telephonic communications, to be effective as soon as administratively feasible, in lieu of a written election form. The use of any such alternative method of making investment elections shall

be considered to have been “filed” with the Board or its authorized agent. The availability of any such alternative investment election method (including all applicable rules, procedures, and limitations applicable thereto) shall be communicated to Participants.

(e) Transfer of Assets. The Board or its authorized agent shall transfer moneys or other property from the appropriate Investment Options to the other Investment Options as may be necessary to carry out the aggregate transfer transactions after the Board has caused the necessary entries to be made in the Participants’ Accounts in the Investment Options and has reconciled offsetting transfer elections, in accordance with uniform rules therefore established by the Board or its authorized agent.

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

ARTICLE VII

LIMITATIONS ON CONTRIBUTIONS

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

(a) Maximum Annual Addition.

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

(A) The applicable dollar amount specified in Code section 415(c)(1)(A) (\$55,000 in 2018), as adjusted for cost of living increases under Code section 415(d)(1)(B), or

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

(2) Alternate 415 Limitations. Notwithstanding any provision of subsection (a)(1) to the contrary, a Participant's Annual Addition shall not be treated as exceeding the limitation of Section 7.01(a)(1) if contributions and other additions with respect to the Participant meet the requirements of Code section 415(c)(7)(A) and are not in excess of \$10,000. The total amount of contributions with respect to any Participant which may be taken into account for purposes of this subsection (a)(2) for all years may not exceed \$40,000.

(b) Aggregation of Section 403(b) Plans of the Employer. If Annual Additions are credited to a Participant under any section 403(b) plan of the Employer in addition to this Plan for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, and such other section 403(b) plans of the Employer may not exceed the limit as set forth in Section 7.01(a).

(c) Aggregation Where Participant is in Control of Any Employer. If a Participant is in control of any employer for a Limitation Year, the sum of the Participant's Annual Additions for the Limitation Year under this Plan, any other section 403(b) plans of the Employer, any defined contribution plans maintained by controlled employers, and any section 403(b) plans of any other controlled group employers may not exceed the maximum Annual Addition as set forth in Sections 7.01(a). For purposes of this paragraph, a Participant will be considered to be in control of an employer based upon the rules of Code section 414(c)(2), and a "defined contribution plan" means a defined contribution plan that is qualified under Code section 401(a) or 403(a), a section 403(b) plan, or a simplified employee pension within the meaning of Code section 408(k).

(d) Excess Annual Additions.

(1) If a Participant's Annual Additions under the Plan, or under this Plan and plans aggregated with this Plan under this Section 7.01, exceed the limit imposed by Code section 415 for a Limitation Year, such Excess Annual Additions shall be corrected in accordance with procedures and other guidance of the Internal Revenue Service. Excess Annual Additions will be deemed to consist of the Annual Additions last credited, except Annual Additions to a defined contribution plan qualified under Code section 401(a) or a simplified employee pension maintained by an employer controlled by the Participant will be deemed to have been credited first.

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

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

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

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

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

7.02 Limits on Elective Deferrals.

(a) Basic Elective Deferral Limit. Except as provided in Section 7.02(b) below, the maximum amount of a Participant's Elective Deferrals under the Plan for any calendar year shall not exceed the applicable dollar amount established under Code section 402(g)(1)(B) (\$18,500 for 2018). This limitation shall be adjusted for cost-of-living in accordance with Code section 402(g)(4) for periods after 2018. The total amount of Elective Deferrals for a year cannot exceed the Participant's Compensation for the year.

(b) Age 50 Catch-up Elective Deferral Contributions. A Participant who is eligible to make Elective Deferrals under the Plan and who will attain age 50 or more by the end of the calendar year is permitted to elect to make an additional catch-up contribution in accordance with and subject to the limitations of Code section 414(v). The

maximum dollar amount of the age 50 catch-up elective deferral limit for a year is \$6,000 for 2018, and shall be adjusted for cost-of-living after 2018 to the extent provided under the Code. Such catch-up contributions shall not be taken into account for purposes the limits described in Section 7.01 or 7.02(a).

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

(d) Correction of Excess Elective Deferrals.

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

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

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

(B) A Participant who has Excess Deferrals and who has not notified the Board pursuant to subsection (A) shall be deemed to have requested the distribution to the extent the Participant has Excess Deferrals for the taxable year calculated by taking into account Elective Deferrals under this Plan and elective deferrals under other plans or arrangements described in Code section 401(k), 403(b) or 408(k) maintained by the same Employer.

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

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

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

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

(b) An Employee described in this Section 7.03 shall be eligible to receive Basic Contributions equal to the amount of Basic Contributions to which such Employee would have been entitled during that period of qualified military service if the Employee's employment with the Participating Employer had continued (at the same level of Compensation) without interruption or leave, reduced by the Basic Contributions, if any, actually made for the Employee during the period or interruption of leave. In addition, to the extent the Employee makes up Elective Deferrals as described in Section 7.03(a), the Participating Employer will make up any Matching Contributions to which the Employee would be entitled pursuant to Section 4.04.

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

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

(1) Employer contributions, including Elective Deferrals (other than age 50 catch-up contributions described in Code section 414(v) and contributions that have been distributed to the Participant as Excess Elective Deferrals as defined in Section 7.02(d));

(2) After-tax contributions;

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

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

(5) Allocations under a simplified employee pension.

Amounts described in paragraphs (1), (2), (3) and (5) above shall be treated as annual additions for purposes of both the dollar limitation under Section 7.01(a)(1)(A) and the percentage of compensation limitation under Section 7.01(a)(1)(B). Amounts described in paragraph (4) above shall be treated as annual additions solely for purposes of the dollar limitation under Section 7.01(a)(1)(A). Rollover Contributions are not included in Annual Additions.

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

(c) Excess Annual Additions. The term "Excess Annual Additions" shall mean the excess of the Annual Additions credited to the Participant for the Limitation Year under the Plan and plans aggregated with the Plan under Section 7.01 over the maximum Annual Addition permitted under Section 7.01(a) for the Limitation Year.

(d) Includible Compensation.

(1) The term "Includible Compensation" means an Employee's compensation received from the Employer which is includible in the Participant's gross income for federal income tax purposes (computed without regard to Code section 911, relating to United States citizens or residents living abroad), including differential wage payments under Code section 3401(h), for the most recent period that is a Year of Service. Includible Compensation includes any Elective Deferrals or other amounts contributed or deferred by the Employer at the election of the Employee that would be includible in gross income but for the rules of Code section 402(e)(3), 402(h)(1)(B), 402(k), 125, 132(f)(4), or 457(b). Includible Compensation shall not include compensation received during a period when the Employer was not an eligible employer within the meaning of section 1.403(b)-

2(b)(8) of the Treasury Regulations. Includible Compensation shall be determined without regard to community property laws.

(2) For purposes of applying the limitations on Annual Additions pursuant to Code section 415(c), Includible Compensation for a Participant who is permanently and totally disabled (as defined in Code section 22(e)(3)) shall be the compensation such Participant would have received for the Limitation Year if the Participant had been paid at the rate of compensation paid immediately before becoming permanently and totally disabled.

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

(f) Year of Service. For purposes of determining Includible Compensation, the term “Year of Service” means each full year during which an individual is a full-time Employee of the Employer, plus fractional credit for each part of a year during which the individual is either a full-time Employee of the Employer for a part of a year or a part-time Employee of the Employer. Years of Service include years of Denominational Service. The Employee must be credited with a full Year of Service for each year during which the Employee is a full-time Employee and a fraction of a year for each part of a work period during which the Employee is a full-time or part-time Employee of the Employer. An Employee’s number of Years of Service shall equal the aggregate of the annual work periods during which the Employee is employed by the Employer. For purposes of this subsection, the term “work period” shall mean the Employer’s annual work period. For purposes of this subsection, the term “Denominational Service” shall mean a person’s completed years and months in the paid employment of a church or convention or association of churches with which the Employer is associated, and/or in the paid employment of an agency or organization that is exempt from tax under Code section 501 and that is controlled by or associated with the church or convention or association of churches with which the Employer is associated. Denominational Service also includes all years of service by a duly ordained, commissioned, or licensed minister of a church.

ARTICLE VIII

PAYMENTS OF BENEFITS TO PARTICIPANTS

8.01 Retirement Benefits. A Participant shall be entitled to a distribution of vested retirement benefits under this Plan following attainment of age 59½, death, disability, or other termination of employment. A Participant, with the written consent of his or her Spouse, may elect to receive payment of his or her retirement benefits in the form of a lump sum in accordance with the provisions of Section 9.01; provided, however, that the Plan Administrator in its sole discretion may waive this spousal consent requirement.

8.02 Pre-Retirement Termination Benefits. A Participant who separates from service with a Participating Employer shall be entitled to his or her entire vested Account Balance in the Plan distributed in the form of a lump sum in accordance with the provisions of Section 9.01. Pre-retirement termination benefits shall be paid or transferred as soon as administratively feasible following the Board's receipt of a written election filed pursuant to this Section 8.02, along with the required written consent of his or her Spouse to such distribution; provided, however, that the Board in its sole discretion may waive this spousal consent requirement.

8.03 Pre-Retirement Death Benefits. If a Participant dies prior to the commencement of payment of retirement benefits under Section 8.01 or pre-retirement termination benefits under Section 8.02, the Participant's Beneficiary shall be entitled to a benefit equal to the Participant's Account Balance, payable in the form of a lump sum in accordance with the provisions of Section 9.01. If the Beneficiary is the Participant's surviving Spouse, he or she may elect to postpone distribution of the Participant's Account until the date upon which the Participant would have reached age 70½. If the Participant fails to designate a Beneficiary, if no Beneficiary survives the Participant or if the Beneficiary cannot be located, the death benefits, if any, shall be paid in accordance with Section 2.05 of this Plan.

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

8.05 Cash-Out of Small Accounts. Notwithstanding any other provision of this Plan, in the case of a Participant who separates from service prior to attaining age 59½, the Plan Administrator may, in its sole discretion, require payment in a lump sum of the total value of the

Account of any such Participant if the total amount of the Participant's Account is no greater than five hundred dollars (\$500).

8.06 In-Service Distributions and Withdrawals. Notwithstanding the foregoing provisions of this Article VIII, upon application and after receipt of a written spousal consent by the Plan Administrator, a Participant may elect to receive a distribution described in subsection (a) or (b) below, whether or not the Participant has terminated from service with a Participating Employer. The Plan Administrator in its sole discretion may waive the spousal consent requirements described in this Section 8.06.

(a) A Participant who has attained age 59½ may elect at any time to receive all or a portion of his or her entire Salary Reduction Contributions Account, Roth Contributions Account, Rollover Contributions Account, Merger/Transfer Contributions Account, vested Basic Contributions Account, and vested Matching Contributions Account in the Plan.

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

8.07 Hardship Withdrawals. A distribution of a Participant's Salary Reduction Contributions Account and Roth Contributions Account, if any, may be made to a Participant in the event of hardship. A hardship distribution may only be made on account of an immediate and heavy financial need of the Participant and where the distribution is necessary to meet the immediate and heavy need.

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

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

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

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

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

(5) payments for burial or funeral expenses for the Participant's deceased parent, Spouse, children or dependents;

(6) expenses for the repair of damage to the Participant's principal residence that would qualify for the casualty deduction under Code section 165

(determined without regard to whether the loss exceeds ten percent (10%) of adjusted gross income); or

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

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

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

(2) The Participant has obtained all other distributions, other than hardship distributions, and nontaxable loans currently available under this Plan, if any, or any other plans maintained by the Participant's Participating Employer (except to the extent that such actions would be counterproductive to alleviated the financial need).

(3) All plans maintained by the Participating Employer must provide that the Participant's Elective Deferrals will be suspended for six (6) months following receipt of the hardship distribution.

8.08 Loans. A Participant or Beneficiary may obtain loans under this Plan only for the purchase of a principal residence or on the account of a hardship incurred by the Participant which imposes immediate and heavy financial needs which may not be reasonably met by the Participant's other resources. Such loan shall not exceed the amount required to meet the immediate financial need created by the hardship. For purposes of this section 8.08, a hardship shall be deemed to be an immediate heavy and financial need if it is on account of (1) medical expenses incurred by the Participant or his or her Spouse or other dependents; (2) the purchase of the Participant's principal residence; (3) the payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary expenses for the Participant or his or her Spouse or dependents; (4) the need to prevent the eviction from or the foreclosure on the mortgage of the Participant's principal residence, and (5) such other needs as may be approved by the Board.

(a) Provisions Applicable to Loans. The following provisions apply to any loans from the Plan:

(1) Eligibility. A Participant who is actively employed by a Participating Employer may, with the written consent of his or her Spouse, borrow amounts from his or her entire Salary Reduction Contributions Account and Roth Contributions Account, if any. All such loans shall be subject to such rules and guidelines as the Board shall prescribe from time to time, including procedures for applying for such loans. A Participant must provide the Board with the required written spousal

consent prior to receiving a loan from any portion of his or her elective deferral accounts; provided, however, that the Board may in its discretion waive this spousal consent requirement.

(2) Principal Amount. No loan can be made to the extent that such loan, when added to the outstanding balance of all other loans to the Participant, would exceed the lesser of: (1) fifty thousand dollars (\$50,000) reduced by the excess (if any) of the Participant's highest outstanding balance of loans during the one-year period ending on the day before the loan is made, over the outstanding loan balance on the date the loan is made, or (2) fifty percent (50%) of the present value of the nonforfeitable accrued benefit of the Participant, whether or not such amount is less than ten thousand dollars (\$10,000). The Board is authorized to adopt rules which either reduce the maximum principal amount of a loan or provide a minimum amount which may be loaned to a Participant. For purposes of this limit, all plans of the Participating Employer and Related Employers are aggregated.

(3) Assignment. An assignment or pledge of any portion of the Participant's interest in the Plan and a loan, pledge, or assignment with respect to any insurance contract purchased under the Plan, will be treated as a loan under this paragraph (c).

(4) Effective Date of Loan. All loans shall be made effective as of the Valuation Date following the receipt of a properly filed loan application, and loan funds shall be disbursed by the Trustee as soon as practicable thereafter.

(5) Interest Rate. Each loan shall bear a reasonable rate of interest as approved by the Board.

(6) Repayment. A Plan loan shall by its terms require that repayment (principal and interest) be amortized in level payments, not less frequently than quarterly, over a period not extending beyond five (5) years from the date of the loan. If such loan is used to acquire a dwelling unit which, within a reasonable time (determined at that time the loan is made) will be used as the principal residence of the Participant, the amortization period shall not extend beyond fifteen (15) years. A Plan loan shall be repaid by payroll withholding over its term in level installment payments. As a condition precedent to approval of the loan, the Participant shall be required to authorize irrevocably payroll withholding in the amount of each installment, unless this requirement is waived by the Board.

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

(b) Distribution of Account. If the Participant's vested Account Balance is to be distributed prior to the Participant's payment of all principal and accrued interest on any loan to such Participant, the distribution shall include, as an offset, the amount of unpaid principal and accrued interest on the loan as of the date of such distribution.

(c) Notes. All loans shall be evidenced by an application or other document containing such terms and conditions as the Board shall require.

(d) Frequency. A Participant shall be permitted to have only one home loan and one hardship loan from the Plan outstanding at any one time.

8.09 Direct Rollovers.

(a) Direct Rollover. Notwithstanding any provision of the Plan to the contrary that would otherwise limit a Distributee's election under this Section 8.09, a Distributee may elect at the time and in the manner prescribed by the Plan Administrator to have any portion of an Eligible Rollover Distribution paid directly to an Eligible Retirement Plan specified by the Distributee in a Direct Rollover

(b) Definitions. For purposes of this Section 8.09, the following terms shall have the following meanings:

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

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

(B) any distribution to the extent such distribution is required under Code section 401(a)(9) (other than amounts that would have been required but for the statutory waiver of the Code section 401(a)(9) requirements);

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

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

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

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

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

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

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

(2) Eligible Retirement Plan. An “Eligible Retirement Plan” includes any of the following to the extent that it accepts the Distributee’s Eligible Rollover Distribution: an individual retirement account described in Code section 408(a); an individual retirement annuity described in Code section 408(b); a Roth IRA described in Code section 408A, an annuity contract described in Code section 403(b) (including custodial accounts described in Code section 403(b)(7) and retirement income accounts described in Code section 403(b)(9)); a qualified trust under Code section 401(a); an annuity plan described in Code section 403(a); and an eligible plan under Code section 457(b) which is maintained by a state, political subdivision of a state, or any agency or instrumentality of a state or political subdivision of a state. The definition of Eligible Retirement Plan shall also apply in the case of a distribution to a surviving spouse or to a spouse or former spouse who is the alternate payee under a qualified domestic relations order as defined in Code section 414(p).

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

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

408A, and only to the extent the rollover is permitted under the rules of Code section 402(c).

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

8.10 Transfers from the Plan.

(a) Transfers from the Plan. Transfers from the Plan are not allowed except in accordance with Section 8.10(b) below.

(b) Automatic Transfer. A Participant who terminates (or has terminated) employment with a Participating Employer and who is subsequently employed by another Employer that participates in this Plan, shall have his or her entire Account, if any, automatically transferred to such other Participating Employer's Plan immediately upon commencement of employment with such other Participating Employer. Automatic transfers made pursuant to Section 8.10(b) will be allocated to the same contributions accounts from which they were transferred.

8.11 In-Plan Rollovers and Transfers.

(a) Definitions. The following definitions apply for purpose of this Section 8.11:

(1) In-Plan Roth Rollover. An In-Plan Roth Rollover means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Rollover Contributions Account, in accordance with Code section 402(c)(4)(E). A Participant may elect to make an In-Plan Roth Rollover from all or a portion of his vested Account that is eligible for a rollover distribution. In-Plan Roth Rollovers will be administered as provided by IRS guidance and the provisions of this Section 8.11.

(2) In-Plan Roth Transfer. An In-Plan Roth Transfer means an amount that a Participant elects to transfer from a Plan Account, other than a designated Roth Contributions Account, into an In-Plan Roth Transfer Contributions Account, in accordance with Code section 402(c)(4)(E). A Participant may elect to make an In-Plan Roth Transfer from all or a portion of his vested Account that is not eligible to be distributed. In-Plan Roth Transfers will be administered as provided by IRS guidance and the provisions of this Section 8.11.

(b) Participant includes certain alternate payees. For purposes of eligibility for an In-Plan Roth Rollover or Transfer, the Plan will treat a Participant's alternate payee spouse or former spouse who is not an Employee as a Participant.

(c) Withdrawal of In-Plan Roth Rollovers or Transfers. A Participant may withdraw amounts from the In-Plan Roth Rollover or In-Plan Roth Transfer Contributions

Accounts only when the Participant would have been eligible for a distribution from the Account which was the source of the In-Plan Roth Rollover or Transfer. In-Plan Roth Rollovers and Transfers do not accelerate or eliminate any distribution rights or restrictions on amounts that a Participant elects to treat as an In-Plan Roth Rollover or Transfer.

8.12 Contract Exchanges and Custodial Account Exchanges. A Participant (or Beneficiary after the Participant's death) is permitted to change the investment of the Participant's Account Balance, in accordance with Section 6.03. An investment exchange to a vendor that is not eligible to receive contributions is not permitted.

8.13 Designation of Housing Allowance. Each year the Board shall designate the amount of payments to be made to a Participant during the following calendar year which is eligible to be treated as housing allowance under Code section 107. Only amounts paid to a Participant who is a minister of the gospel within the meaning of Code section 107 may be designated as housing allowance under this Section 8.13.

ARTICLE IX

FORMS OF BENEFIT PAYMENT

9.01 Benefit Option. A Participant must elect in writing to receive his or her retirement benefits, and shall receive payment from the Plan in the form of a lump sum. Subject to the provisions of Section 9.02, distribution of a Participant's entire Account shall be made upon a date elected by the Participant; provided, however, that the Participant must first provide the Board with written spousal consent.

A Participant may also receive a distribution in the form of a direct rollover in accordance with the provisions of Section 8.09.

9.02 Minimum Distribution Requirements.

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

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

(1) If the Participant's Account is not distributed as an annuity, the amount to be distributed each year, beginning with the calendar year the Participant attains age 70½ or retires and continuing through the year of death, shall not be less than the quotient obtained by dividing the value of the Account, including outstanding rollovers and transfers, as of the end of the preceding year by the distribution period in the Uniform Lifetime Table in Q&A-2 of section 1.401(a)(9)-9 of the Treasury Regulations, using the Participant's age as of his birthday in such year. However, if the Participant's sole Designated Beneficiary is his surviving Spouse and such Spouse is more than 10 years younger than the Participant, then the distribution period is determined under the Joint and Survivor Table in Q&A-3

of section 1.401(a)(9)-9, using the ages of the Participant and the Spouse's birthdays in such year.

(2) If the Participant's Account is distributed as an annuity, the distribution periods in Section 9.02(a) above cannot exceed the period specified in section 1.401(a)(9)-6 of the Treasury Regulations. Payments must be made in periodic payments at intervals of no longer than one year and must be either non-increasing or they may increase only as provided in Q&As-1 and -4 of section 1.401(a)(9)-6 of the Treasury Regulations. In addition, any distribution must satisfy the incidental benefit requirements specified in Q&A-2 of section 1.401(a)(9)-6.

(3) The required minimum distribution for the year the Participant attains age 70½ or retires (or the first required annuity payment) can be made as late as the Required Beginning Date. The required minimum distribution (or required annuity payment) for any other year, including the year that contains the Required Beginning Date, must be made by the end of such year.

(c) Death Before the Required Beginning Date or Date Required Annuity Payments Begin. If the Participant dies before the Required Beginning Date (or the date required payments begin, in the case of any annuity), the Participant's entire interest will be distributed at least as rapidly as follows:

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

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

(3) If there is no Designated Beneficiary, or if applicable by operation of paragraphs (1) or (2) above, the Participant's entire interest, to the extent required by regulations, will be distributed by December 31 of the calendar year

containing the fifth anniversary of the Participant's death (or of the Spouse's death in the case of the surviving Spouse's death before distributions are required to begin under paragraph (1) above).

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

(1) If the Beneficiary is someone other than the Participant's surviving spouse, the remaining interest will be distributed over the remaining life expectancy of the Beneficiary, with such life expectancy determined using the Beneficiary's age as of his birthday in the year following the year of the Participant's death, or over the period described in paragraph (3) below, if longer.

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

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

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

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

the number in the Single Life Table corresponding to the Designated Beneficiary's age in the year specified in Section 9.02(c)(1) or (2) and reduced by one for each subsequent year. The "value" of the Account or the "interest" in the annuity includes the amount of any outstanding rollovers and transfers and the actuarial value of any other benefits provided under the annuity such as guaranteed death benefits, to the extent required under applicable regulations.

(f) For purposes of Sections 9.02(c) and 9.02(d) above, the required annuity payments are considered to begin on the Participant's Required Beginning Date or, if applicable, on the date distributions are required to begin to the surviving Spouse under Section 9.02(c)(1) above. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Contract meeting the requirements of section 1.401(a)(9)-6 of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date. However, if distributions start prior to the applicable date in the preceding sentence, on an irrevocable basis (except for acceleration) under an Annuity Contract meeting the requirements of section 1.401(a)(9)-6 of the Treasury Regulations, then required annuity payments are considered to begin on the annuity starting date.

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

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

(2) Required Beginning Date. A Participant's Required Beginning Date is April 1 following the later of the calendar year in which the Participant attains age 70½ or the calendar year in which the Participant retires.

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

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

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

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

(d) The Participant provides the Board with a list of all the beneficiaries of the trust, along with a description of the portion of the trust to which they are entitled and any conditions on their entitlement; and certifies that, to the best of the Participant's knowledge,

such list is correct and complete and that all the other requirements listed in subsections (a) through (c) have been met; provided, however, the Participant must provide the Board with a copy of the trust instrument on request.

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

ARTICLE X

PLAN ADMINISTRATION

10.01 Plan Administration. The Plan shall be administered, and the provisions of the various documents comprising the Plan shall be coordinated, in accordance with the terms of the Plan and the requirements of section 403(b) of the Code. The responsibility for Plan administration functions are set forth in the Administrative Appendix, as described in Section 10.04, which is incorporated as part of this Plan. The Plan administration provisions include but are not limited to:

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

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

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

- (a) Membership of the Board. The members of the Board shall be elected by NADCOM in accordance with the bylaws of the Board.
- (b) Powers and Duties of the Board. The Board shall have such other duties and powers as may be necessary to discharge its duties hereunder, including, but not by way of limitation, the following:
 - (1) to construe and interpret the Plan, decide all questions of eligibility and determine the amount, manner and time of payment of any benefits hereunder that are payable from the Plan;

(2) to reviews and process any appeals of denials of claims for benefits under the Plan and any Plan interpretation requests;

(3) to prescribe procedures to be followed by Participants or Beneficiaries filing applications for benefits with respect to benefits payable from the Plan;

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

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

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

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

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

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

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

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

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

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

(14) to report to NADCOM significant changes and financial trends involving the Plan on an annual basis;

(15) to designate the amount of payments to be made to a retired Participant during the following calendar year which is eligible to be treated as housing allowance under Code section 107; and

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

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

10.04 Administrative Appendix. Persons to whom administrative functions have been allocated and the specific functions allocated to such persons shall be identified in an Administrative Appendix to the Plan. Service agreements and other records or information pertaining to the administration of the Plan may be included or incorporated by reference in the Administrative Appendix. The Administrative Appendix may be modified from time to time. A modification of the Administrative Appendix is not an amendment of the Plan.

ARTICLE XI
CLAIMS PROCEDURE

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

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

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

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

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

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

ARTICLE XII

THE TRUST FUND AND TRUSTEE

12.01 Existence of Trust. The Board has entered into a Trust Agreement with the Trustee to hold the funds accumulated in the Plan as administered by the Board under the Plan.

12.02 Exclusive Benefit Rule. The Trust Fund shall be received, held in trust, and disbursed by the Trustee in accordance with the provisions of the Trust Agreement and this Plan. Subject to Code section 414(p), no part of the Trust Fund shall be used for or diverted to purposes other than for the exclusive benefit of Participants and their Beneficiaries or the payment of reasonable administrative expenses. For this purpose, assets will be treated as diverted if there is a loan or other extension of credit from assets in the account to an Employer. No person shall have any interest in, or right to, the Trust Fund or any part thereof, except as specifically provided for in this Plan or the Trust Agreement or both.

12.03 Appointment and Removal of the Trustee. The appointment, removal, and terms and conditions of employment of the Trustee shall be determined by the Board.

12.04 Powers of Trustee. The Trustee shall have such powers to hold, invest, reinvest, or to control and disburse assets of the Trust Fund as set forth in the Trust Agreement or this Plan. The Trustee shall also have the authority to make allocations with respect to individual Participant's Accounts and to notify Participants of the amount of their Account Balances at least annually.

12.05 Integration of Trust. The Trust Agreement shall be deemed to be a part of this Plan, and all rights of Participants or others under this Plan shall be subject to the provisions of the Trust Agreement.

12.06 Delegation of Authority. The Trustee may authorize any agent or agents to carry out their duties, and may employ such counsel, auditors, and other specialists and such clerical, actuarial and other services as it may require in carrying out the provisions of this Plan.

ARTICLE XIII

AMENDMENT AND TERMINATION

13.01 Right to Amend. The Board may amend the Plan Document at any time; provided, however, that any amendment which affects the amount of Basic Contributions under Section 4.03 or Matching Contributions under Section 4.04 shall be subject to the approval of NADCOM. No modification or amendment shall make it possible for assets of the Plan to be used for, or diverted to, purposes other than the exclusive benefit of Participants and their Beneficiaries. No amendment to the Plan Document shall be adopted if it would operate either directly or indirectly to reduce the value of a Participant's nonforfeitable interest in the amounts in his or her Account as of the time of the amendment. Participating Employers shall be periodically notified of amendments made to the Plan.

13.02 Right to Terminate the Plan. NADCOM may terminate the Plan at any time. Participating Employers shall be notified of any Plan termination.

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

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

(b) In the event of a distribution pursuant to Section 13.03(a) above, the Participating Employer shall not make contributions to an alternative section 403(b) contract that is not part of the Plan during the prior beginning on the date of Plan termination and ending twelve (12) months after the distribution of all assets from the Plan, except as permitted in the applicable Treasury Regulations.

ARTICLE XIV

MISCELLANEOUS PROVISIONS

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

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

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

14.04 Fees and Expenses. The Trustee is authorized to deduct from the Plan’s funds, contributions, and/or earnings thereon, the expenses and fees necessary or appropriate to the administration of the Plan, including but not limited to (a) expenses and fees attributable to each Participant’s Account and (b) an allocable share of the Board’s or the Trustee’s operating expenses. The Trustee shall have complete discretion to allocate expenses of administration to individual accounts on any basis established by the Trustee and uniformly applied to all Accounts. The Trustee is authorized to reimburse the Board for any such expenses and fees attributable to the Board’s services in administering the Plan.

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

14.06 Unclaimed Benefits. If any benefits under the Plan that are payable to, or on behalf of, a Participant are not claimed within three (3) years from the date of entitlement, and if the Participant cannot be located at his or her last provided mailing address, such Participant shall be presumed dead and the post-death benefits, if any, under the Plan shall be paid to his or her Beneficiary if he or she is then living and can be located. If the Participant's Beneficiary is not then living or cannot be located, or if no Beneficiary was effectively named, the Participant's Account held in the Plan shall be paid in a lump sum or a rollover to an eligible retirement plan, as determined by the Board, or as described in Section 2.05 of this Plan.

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

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

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

14.10 IRS Levy. Notwithstanding Section 14.07, the Plan Administrator may pay from a Participant's or Beneficiary's Account Balance the amount that the Plan Administrator finds is lawfully demanded under a levy issued by the Internal Revenue Service with respect to that Participant or Beneficiary or is sought to be collected by the United States Government under a judgment resulting from an unpaid tax assessment against the Participant or Beneficiary.

14.11 Governing Law. This Plan shall be administered, and its validity, construction, and all rights hereunder shall be governed by the laws of the United States of America and the

territories of Guam and the Northern Mariana Islands. If any provision of the Plan shall be held invalid or unenforceable, the remaining provisions hereof shall continue to be fully effective.

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

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

14.14 Interpretation.

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

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

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

ARTICLE XV

NONDISCRIMINATION REQUIREMENTS

15.01 Application. Notwithstanding any provisions of the Plan to the contrary, the provisions of this Article XV shall apply only to Participants of Non-Qualified Church Controlled Organizations (“Affected Participants”).

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

(a) Elective Deferrals. The Plan shall provide notice to Affected Participants of their right to defer no later than 30 days after commencement of employment and shall allow Affected Participants to make an election up to 30 days after notice is provided. The Affected Participant’s election will be effective as soon as administratively practicable after receipt. To the extent required by applicable law and at least once during each Plan Year, the Participating Employer must provide each “nonexcludable Employee” with notice of the employee’s effective opportunity to enter into a Salary Reduction Agreement with the Participating Employer. For purposes of this subsection (a), a “non-excludable Employee” is an Affected Participant of the Participating Employer other than those Employees specifically excluded in accordance with the provisions of Section 2.15(b).

(b) Limitations on Matching Contributions.

(1) Prior Year Testing. The Actual Contribution Percentage (ACP) for a Plan Year for the HCEs for each Plan Year and the prior year’s ACP for Participants who were NHCEs for the prior Plan Year must satisfy one of the following tests:

(A) 1.25 test. The ACP for a Plan Year for Affected Participants who are HCEs shall not exceed the prior year’s ACP for Affected Participants who were NHCEs for the prior Plan Year multiplied by 1.25; or

(B) 2 percent test. The ACP for a Plan Year for Affected Participants who are HCEs for the Plan Year shall not exceed the prior year’s ACP for Affected Participants who were NHCEs for the prior Plan Year multiplied by two, provided that the ACP for Affected Participants in who are HCEs does not exceed the ACP for Affected Participants who were NHCEs in the prior Plan Year by more than two percentage points.

For the first Plan Year this Plan provides for Matching Contributions, and this is not a successor plan, for purposes of the foregoing tests, the prior year’s Non-

HCEs' ACP shall be three percent unless the Participating Employer has elected to use the Plan Year's ACP for these Participants.

(2) Current Year Testing. If elected by the Participating Employer, the ACP tests in Subsection (b), above, will be applied by comparing the current Plan Year's ACP for Affected Participants who are HCEs for each Plan Year with the current Plan Year's ACP for Affected Participants who are NHCEs. Once made, the Participating Employer can elect Prior Year Testing for a Plan Year only (1) if the Plan has used Current Year Testing in each of the preceding five (5) Plan Years (or, if less, the number of Plan Years the Plan has been in existence); or (2) if as a result of a merger or acquisition described in Code section 410(b)(6)(C), the Participating Employer maintains both a plan using Prior Year Testing and a plan using Current Year Testing and the change is made within transition period described in Code section 410(b)(6)(C)(ii).

(3) Special Rules.

(A) An Affected Participant is an HCE for a particular Plan Year if he meets the definition of HCE in effect for that Plan Year. Similarly, an Affected Participant is a NHCE for a particular Plan Year if he does not meet the definition of an HCE in effect for that Plan Year.

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

(C) In the event that this Plan satisfies the requirements of Code sections 401(m), 401(a)(4) or 410(b) only if aggregated with one or more other plans, or if one or more other plans satisfy the requirements of such sections of the Code only if aggregated with this Plan, then this section shall be applied by determining the ACP of Employees as if all such plans were a single plan. If more than ten percent (10%) of the Participating Employer's NHCEs are involved in a plan coverage change as defined in section 1.401(m)-2(c)(4) of the Treasury Regulations, then any adjustments to the NHCEs' ACP for the prior year will be made in accordance with such Regulations, unless the Participating Employer has elected to use the Current Year Testing method. Plans may be aggregated in order to satisfy Code section 401(m) only if they have the same Plan Year and use the same ACP testing method.

(D) For purposes of the ACP test, Matching Contributions and Qualified Nonelective Contributions will be considered made for a Plan Year if made no later than the end of the 12-month period beginning on the day after the close of the Plan Year.

15.03 Distribution of Excess Aggregate Contributions.

(a) General Rules. Notwithstanding any other provisions in the Plan, Excess Aggregate Contributions, plus any income and minus any loss allocable thereto, shall be distributed no later than twelve months after a Plan Year to Affected Participants to whose Accounts such Excess Aggregate Contributions were allocated for such Plan Year. Excess Aggregate Contributions are allocated to the HCEs with the largest Contribution Percentage taken into account in calculating the Actual Contribution Percentage test for the year in which the excess arose, beginning with the largest amount of such Contribution Percentage Amounts and continuing in descending order until all the Excess Aggregate Contributions have been allocated. If such Excess Aggregate Contributions are distributed more than two and one half (2½) months after the last day of the Plan Year in which such excess amounts arose, a ten percent (10%) excise tax will be imposed on the Participating Employer maintaining the Plan with respect to those amounts. Excess Aggregate Contributions will be treated as Annual Additions under the Plan even if distributed.

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

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

15.04 Qualified Nonelective Contributions.

(a) The Participating Employer may make Qualified Nonelective Contributions under the Plan on behalf of Employees.

(b) In addition, if the Participating Employer uses the Current Year Testing method, in lieu of distributing Excess Aggregate Contributions, and to the extent elected by the Participating Employer, the Participating Employer will make Qualified Nonelective Contributions on behalf of Participants that are sufficient to satisfy the ACP Test.

(c) Qualified Nonelective Contributions will be allocated either to all Affected Participants or only to Affected Participants who are NHCEs, as elected by the

Participating Employer, in the ratio which each such Affected Participant's Compensation for the Plan Year bears to the total Compensation of all such Affected Participants for such Plan Year.

15.05 Definitions. For purposes of this Article V, the following definitions shall apply:

(a) "Actual Contribution Percentage" ("ACP") means, for a specified group of Affected Participants (either HCEs or NHCEs) for a Plan Year, the average of the Contribution Percentages of the Eligible Participants in the group.

(b) "Compensation" shall have the meaning set forth in Section 2.10.

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

(d) "Contribution Percentage Amounts" means the sum of Matching Contributions made under the Plan on behalf of the Affected Participant for the Plan Year. If so elected pursuant to procedures approved by the Plan Administrator, the Participating Employer may include Qualified Nonelective Contributions in the Contribution Percentage Amounts.

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

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

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

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

Such determination shall be made after first determining Excess Elective Deferrals.

(g) "HCE" means Highly-Compensated Employee as defined in Section 2.20. For purposes of this definition, the applicable year of the Plan for which a determination is made is called the look-back year. The determination of a Highly Compensated former Employee is based on the rules applicable to determining Highly Compensated Employee status as in effect for that determination year, in accordance with section 1.414(1)-1T of the Treasury Regulations and IRS Notice 97-45.

(h) "Matching Contribution" means an employer contribution made to this Plan on behalf of an Affected Participant on account of an Affected Participant's Elective Deferral under a plan maintained by the Participating Employer.

(i) "NHCE" means an Employee who is not an HCE.

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

Executed this 20th day of December, 2017, effective as of January 1, 2018.

ADVENTIST RETIREMENT PLAN BOARD

